

**UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, DC**

_____)
ROBINSON AIR CRANE, LLC, a Florida)
limited liability company,)

Complainant,)

v.)

SAINT LUCIE COUNTY, FLORIDA,)

Respondent.)
_____)

FAA DOCKET NO. 16-18-02

**RESPONDENT ST. LUCIE COUNTY'S BRIEF IN SUPPORT OF
ANSWER TO COMPLAINT AND MOTION TO DISMISS COUNTS 1 AND 3**

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INTRODUCTION

Complainant Robinson Air Crane, LLC (“Robinson”), alleges that St. Lucie County (the “County”) is violating numerous federal Grant Assurances by precluding Robinson from developing one or more hangars at Treasure Coast International Airport (the “Airport”). The evidence, however, shows that Robinson is to blame for its inability to develop those hangars. The County expedited its review of the only site plan that Robinson ever submitted for its proposed development, and Robinson failed to show up for its meeting with the County’s Development Review Committee or to respond to the deficiencies the Committee identified in its final report. The County did not violate the Grant Assurances by insisting that Robinson, just like every other prospective developer of land at the Airport, must follow the legal process specified in the County’s Land Development Code. For all the reasons explained below, Claims 1 and 3 should be dismissed, and the remainder of Robinson’s claims should be denied on the merits.

STATEMENT OF THE ISSUES

1. Does FAA lack jurisdiction to adjudicate an alleged violation of the Sherman Act?
2. Has the County complied with Grant Assurance 5 by processing Robinson’s site plan using the transparent and orderly process specified in the County’s Land Development Code?
3. Does Robinson’s complaint fail to state a claim under Grant Assurance 19 because Robinson’s allegations exclusively concern leasehold areas, rather than aircraft movement areas at the Airport?
4. Has the County actually or constructively denied Robinson access to the Airport under Grant Assurance 22 when the evidence shows that the County expedited its review of Robinson’s site plan and identified deficiencies that Robinson failed to address?
5. Does the mere fact that the Airport has only one FBO amount to an exclusive-rights violation under Grant Assurance 23 when there is no evidence that the County denied Robinson the ability to develop a hangar at the Airport in order to protect the existing FBO?

CONTROVERTING STATEMENT OF FACTS

A. Treasure Coast International Airport

Treasure Coast International Airport¹ is a general aviation airport owned and operated by Saint Lucie County and located approximately three miles north of the City of Fort Pierce, Florida. (Ex. 1, Airport Master Plan (2011) at 2-2 to 2-3, 2-10.) The Airport property encompasses approximately 3,844 acres and offers a variety of aeronautical-use structures, including over 50,000 square feet of hangar storage space. (*Id.* at 2-2, 2-48 to 2-56.) Until recently, the Airport had two full-service FBOs. (*Id.* at 2-56 to 2-57.) The County lost one of its FBOs, Key Air of Ft. Pierce, in 2009 for economic reasons. (Ex. 2, Decl. of John Wiatrak ¶ 4.)

The Airport's remaining FBO, APP Jet Center Aviation ("APP"), leases approximately 84 acres from the County. (Ex. 1, Master Plan at 2-56.) Under its lease with the County, APP's use of the leased premises is "specifically subject to the rules, regulations, and conditions promulgated by Lessor [St. Lucie County] ..., the Federal Aviation Administration ('FAA') ..., or by the State of Florida or any other federal, state, or local agency having jurisdiction over the operations of the Airport." (Ex. 3, APP Lease at 3 ¶ 3.)² APP's rights under the lease are "non-exclusive" and the County "reserves the right to grant similar privileges to another lessee or other lessees on other parts of the Airport." (*Id.* ¶ 24.)

B. Robinson's Proposed Hangar Development

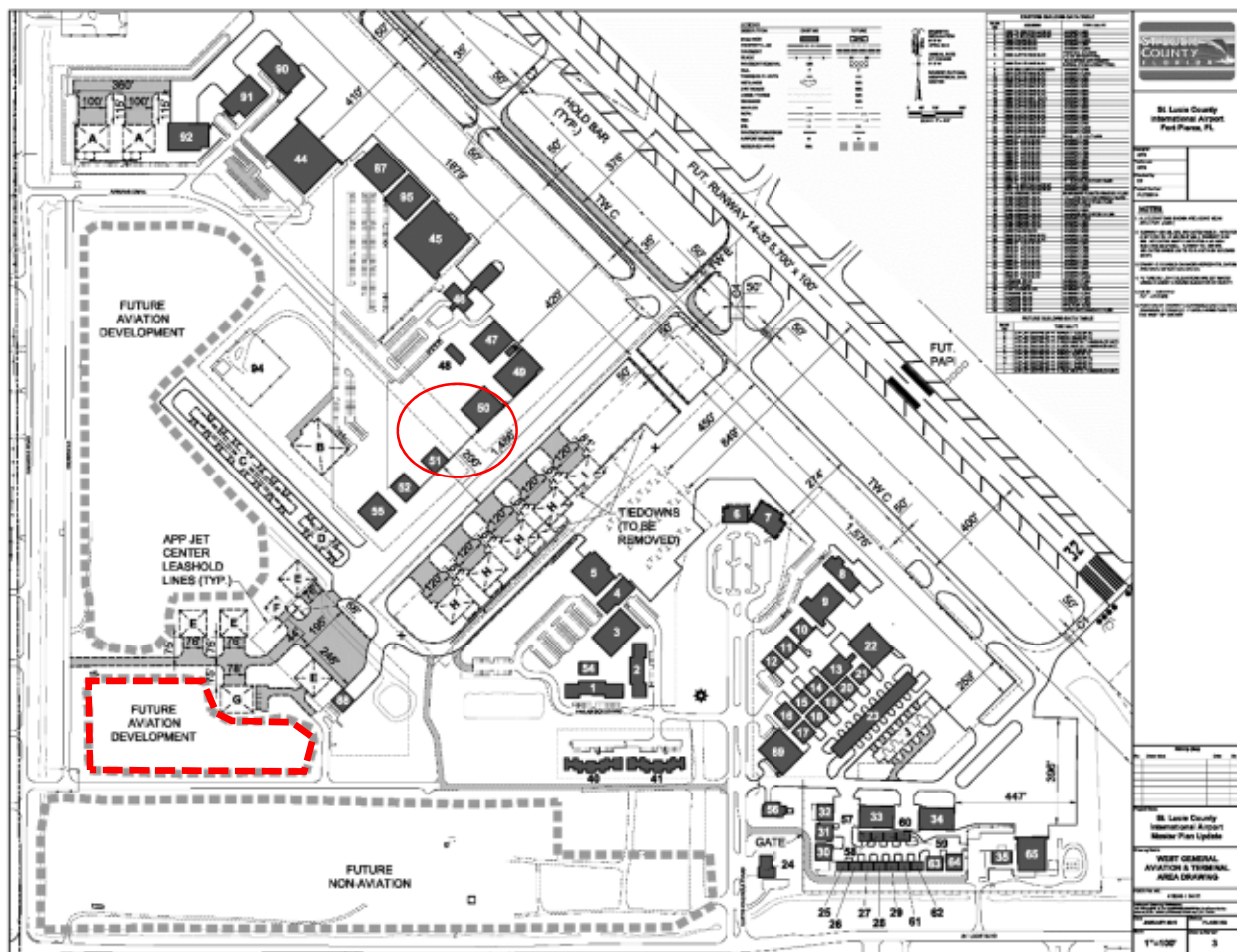
Robinson is a subtenant of APP and stores large helicopters in its hangar on APP's leasehold. (Complaint ¶ 9.) Figure 1 below shows the West General Aviation and Terminal Area from the approved Airport Layout Plan. The Robinson hangar is labeled as 50 and is

¹ The Airport was formerly known as St. Lucie County International Airport.

² APP is the corporate successor to Air Charter of Florida, Inc.

circled with a solid red line on Figure 1. In May 2015, Robinson contacted the County about constructing another hangar on a vacant parcel adjacent to its subleased hangar. (Ex. 4-1, Wiatrak e-mail (May 27, 2015).) The vacant parcel is shown on Figure 1 as the rectangular space between hangars 50 and 51, circled with a solid red line. The vacant parcel is controlled by the County and does not lie with any leasehold. (Ex. 5, Decl. of Leslie Olson ¶ 6.) The vacant parcel functions as a utility access coordidor and stormwater retention swale. (*Id.* ¶ 7.) For that reason, the County does not have any plans of its own to develop the parcel. (*Id.*)

Figure 1: West GA and Terminal Area



In response to Robinson’s inquiry, the County indicated its willingness to “fast track” Robinson’s project. Airport Manager John Wiatrak stated that the County was “excited to

accommodate a new hangar on this parcel.” (Ex. 4-1, Wiatrak e-mail (May 27, 2015).) On July 9, 2015, County Planning and Development Services Director Leslie Olson and members of her planning staff held a pre-application meeting with Robinson. (*See* Ex. 6, St. Lucie County Land Development Code (“LDC”)³ § 11.02.01; Ex. 5, Olson Decl. ¶ 8.) At the pre-application meeting, Ms. Olson and her staff informed Robinson that its site plan for the hangar development on the vacant parcel would need to address the subject parcel’s utility access and drainage issues and would need to avoid encroaching on the APP leasehold. (Ex. 5, Olson Decl. ¶ 8.)

The County subsequently indicated its willingness to lease the parcel to Robinson, subject to three conditions: (1) Robinson would need to submit a “Minor Site Plan and Building Permit” for approval by County Planning and Development Services, in accordance with Land Development Code § 11.02.03; (2) Robinson would need to perform work “on adjacent Airport property to mitigate the current flooding issue”; and (3) A lease agreement would have to be approved “between Robinson Air Crane, Inc. and by the Board of County Commissioners.” (Complaint Ex. 5, Letter of Concurrence; Ex. 6, LDC § 11.02.03.)

Shortly thereafter, on September 3, 2015, Robinson submitted its minor site plan for review, and Ms. Olson instructed her team that the plan “needs to be expedited.” (Ex. 4-2, Olson e-mail (Sept. 3, 2015).) In accordance with County procedures and the Land Development Code § 11.02.03(A)(3), the planning team circulated Robinson’s plan to the Development Review Committee, which consists of County staff subject-matter experts, such as personnel from the offices of the County Administrator, the County Engineer, and the Utilities Director. (*See* Ex. 6, LDC § 11.02.03(A)(3); *id.* § 12.09.02.) Six working days later, the planning team circulated the Committee’s draft report to Robinson. (Ex. 4-3, Johnson e-mail attaching Draft Report (Sept.

³ Available at https://library.municode.com/fl/st._lucie_county/codes/land_development_code.

11, 2015).) The draft report identified a number of issues that Robinson needed to resolve before the County could move forward with approval of the proposed development.

Among other issues, the draft report concluded that Robinson needed to relocate the “existing 8 inch water main” that runs through the parcel. (*Id.*, Draft Report at 3.) The draft report also concluded that Robinson’s drainage plan required additional detail to comply with St. Lucie County and South Florida Water Management District stormwater-permitting requirements. (*Id.*, Draft Report at 4-5.) The report further noted that Robinson needed to adjust the boundaries of its planned development to avoid encroaching into adjacent parcels already leased by APP. (*Id.*, Draft Report at 5; *see also* Ex. 4-4, Olson e-mail (Sept. 8, 2015).)

Robinson was scheduled to meet with the Committee to discuss the draft report on September 17, 2015. However, the minutes of that meeting state that it was not held “due to applicant no show.” (Ex. 7, Approved Minutes at 2.) The Committee therefore finalized its report and sent it to Robinson without the benefit of the meeting. (Ex. 4-5, Johnson e-mail attaching Final Report (Sept. 17, 2015).) The final Committee report explained that Robinson needed to submit a revised application by January 20, 2016, addressing the issues identified in the final report. (*Id.*, Final Report at 1-2.)

Approximately two weeks later, Robinson sent the County a rough sketch of a different proposal to develop four hangars in a different location on the Airport. (Ex. 4-6, Robinson e-mail (Sept. 30, 2015).) Mr. Wiatrak responded that, although the idea was “fantastic,” the “proposed access on your drawing goes through the current FBO leasehold” and a “solution would be needed.” (Ex. 4-7, Wiatrak e-mail (Sept. 30, 2015).) Robinson never filed an official site plan for that new proposal. Despite follow-up inquiries from the County, Robinson also never filed a revised site plan for its originally proposed hangar development on the vacant

parcel adjacent to the APP leasehold. (Ex. 4-8, Johnson e-mail (June 14, 2016); Ex. 4-9, Olson e-mail (Oct. 17, 2017).) Having received no response to the Committee's final report and having not received an official site plan for Robinson's alternative proposal, the County was not in a position to take any further action with respect to either of Robinson's proposed developments.

C. Robinson's Proposed Development on Tailwind Drive

Over the course of two years, Robinson sporadically requested and the County agreed to attend various meetings concerning development at the Airport, but Robinson still did not respond to the Committee's final report or submit a new site plan. (Ex. 5, Olson Decl. ¶¶ 16-17.) In October 2017, Robinson sent a letter to the County threatening litigation. (Complaint Ex. 7.) In response, the County explained that it disagreed with Robinson's allegations and remained "open to further discussions" regarding possible development at the Airport. (Ex. 8, County Attorney Letter at 1 (Oct. 20, 2017).) The County reminded Robinson that, if it was still interested in pursuing the original proposed hangar development, it still needed to submit a revised site plan as set forth in the Committee's final report. (*Id.*) The County also noted Robinson's lack of "follow up" on its alternative development plan and explained that any proposed development must be consistent with the approved Airport Layout Plan. (*Id.*)

At a subsequent meeting, Robinson told the County that it had decided that the original parcel was "insufficient" in size and stated that it "would prefer to explore other options or locations to build 12,000 s.f. hangars [sic] with 28' wide doors that would be utilized for aircraft storage." (Ex. 4-10, Olson e-mail attaching Meeting Summary (Nov. 14, 2017).) County staff suggested an area at the Airport that would potentially be capable of accommodating that type of development. (*Id.*) In December 2017, Robinson sent the County some rough drawings of a multiphase development on Tailwind Drive involving numerous hangars and an FBO office.

(Ex. 4-11, Young e-mail (Dec. 15, 2017).) The approximate location of the first phase of that proposed development is indicated by the dashed red line on Figure 1 above.

The following month, the County responded with a letter explaining that Robinson's new proposal "represents a significantly expanded project from the formal site plan previously submitted" and would need to follow the "process for economic development projects at the Airport." (Complaint Ex. 9B.) The County provided Robinson with contact information for County staff who would be able to assist with that process and enclosed a written summary of the information needed to begin the process. (*Id.*) The County also noted that it was "currently in the process of updating the [Airport] Master Plan and it would be prudent for you ... to familiarize yourselves with the current Plan as well [sic] the proposed Update to insure the proposed project falls within the scope of these plans." (*Id.*)

In January 2018, Robinson sent the County yet another proposal to build just four hangars, which Robinson believed would qualify as a "minor project rather than a major project" under the Land Development Code. (Ex. 4-12, Olson e-mail (Jan. 26, 2018).) In response, the County informed Robinson that its proposal does not appear on the current Airport Layout Plan. (Complaint Ex. 9A; *see also* Ex. 9, Airport Layout Plan.) The County further explained that it was currently in the process of updating the Airport Layout Plan and "will issue a Request for Qualifications (RFQ) for developers to submit interest in developing based on the adopted Airport Layout Plan." (Complaint Ex. 9A.) The County encouraged Robinson to provide "input into the Airport Master Plan process" and urged Robinson to "consider submitting for the RFQ once the Airport Master Plan is adopted." (*Id.*)

Robinson has not participated in the process for updating the Airport Master Plan, which the County expects to complete by August 2018. (Ex. 2, Wiatrak Decl. ¶ 10; Ex. 5, Olson Decl.

¶ 22.) Instead, Robinson filed a Part 16 complaint accusing the County of violating the federal Grant Assurances. For the reasons explained below, the Director of the FAA Office of Airport Compliance and Management Analysis should dismiss Count 1 for lack of jurisdiction, dismiss Count 3 for failure to state a claim upon which relief may be granted, deny the remaining claims on the merits, and find the County to be in compliance with its federal obligations.

ARGUMENT

I. FAA lacks jurisdiction to adjudicate an alleged violation of the Sherman Act.

Robinson's claim that the County is violating Grant Assurance 1 by violating the Sherman Anti-Trust Act, 15 U.S.C. § 1 *et. seq.*, should be dismissed for lack of jurisdiction. (Complaint ¶ 30.) FAA's jurisdiction under Part 16 is limited to matters arising from certain statutes governing airport development and operations. *See Moore v. Sumner County Regional Airport Auth.*, FAA Docket No. 16-07-16, Director's Determination at 50-51 (Feb. 27, 2009), *aff'd*, Final Decision and Order (Jul. 13, 2010). For that reason, FAA has properly declined to review constitutional claims and those arising under state, local, or other laws that are not among those listed in Part 16. *Id.*; *see also* 14 C.F.R. § 16.1. FAA also has specifically declined to adjudicate Sherman Act claims. *See Mansfield Heliflight, Inc. v. City of Burlington*, FAA Docket No. 16-14-06, Director's Determination at 40 (Sept. 5, 2017). Because FAA is not the proper forum to adjudicate a Sherman Act claim in the first instance, Claim 1 should be dismissed for lack of jurisdiction. *See* 14 C.F.R. § 16.26(b)(1)(i).

II. The County's orderly development process does not cede control of the Airport or otherwise violate Grant Assurance 5.

Robinson's Complaint asserts that "repeatedly denying [Robinson] the right to develop open, unused and developable land at Airport [sic] is a violation of Grant Assurance No. 5." (Complaint ¶ 33.) Robinson provides no evidence or explanation to support that assertion, and

as explained above, the County has never denied Robinson the ability to develop land at the Airport. Although the County has explained to Robinson the development process under the Land Development Code, Robinson has been unwilling to follow that process. Robinson's refusal to follow established County procedures for applying to develop land at the Airport does not amount to violation of Grant Assurance 5.

Under Grant Assurance 5, an airport sponsor shall not "take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary." FAA Order 5190.6B, App. A at 5. Grant Assurance 5 requires an airport sponsor to "preserve its rights and powers to control and operate the airport." FAA Order 5190.6B ¶ 6.6. An airport sponsor meets that obligation when it uses a "relatively transparent and coherent process" to review development applications and provides opportunities for an applicant to "present and discuss [its] proposal with various County employees." *Garlic City Skydiving v. County of Santa Clara*, FAA Docket No. 16-11-06, Final Decision and Order at 114 (Aug. 12, 2013).

Here, the County's Land Development Code provides a transparent and coherent process for developing land at the Airport. Under the Code, the County holds a pre-application meeting with the proposed developer, followed by the developer's submittal of a site plan for consideration by the Development Review Committee. (Ex. 6, LDC §§ 11.02.01, 11.02.03(A)(3).) If the Committee "[i]nform[s] the applicant ... in writing of the deficiencies of the application," the applicant shall notify the County whether it intends to address the cited deficiencies. (*Id.* § 11.02.03(A)(4)(b).) "If the applicant fails to respond to the cited deficiencies

within 120 days, the applicant must thereafter reinitiate the review process and pay an additional fee.” (*Id.*)

The County followed that orderly process to review Robinson’s original proposed hangar development. Robinson did not show up to its meeting with the Committee and never responded to the deficiencies identified in the Committee’s report. (Ex. 7, Approved Minutes at 2; Ex. 5, Olson Decl. ¶¶ 16-17.) Robinson also never submitted an official site plan for its alternative proposed development along Tailwind Drive, and despite the County’s encouragement, Robinson has not participated in the public process for amending the Airport Master Plan and Airport Layout Plan. (Olson Decl. ¶¶ 20-25.) Thus, the issue is not any “ad-hoc, incoherent practices” of the County, but rather Robinson’s refusal to follow the process prescribed in the Code and explained by the City. *Garlic City*, Final Decision and Order at 116.

Rather than a Grant Assurance violation, the County’s insistence that Robinson follow those procedures demonstrates *compliance* with the Grant Assurances. If the County had allowed Robinson to develop land at the Airport without following the process specified in the Code or without amending the Airport Layout Plan, the County may have been vulnerable to claims that it was providing preferential treatment to Robinson or otherwise violating the Grant Assurances. *See* FAA Order 5190.6B, App. A at 14, Grant Assurance 29(a) (prohibiting an airport sponsor from permitting “any changes or alterations in the airport or any of its facilities which are not in conformity with the Airport Layout Plan as approved by the Secretary”). The County has maintained control over property at the Airport by requiring all prospective developers, including Robinson, to follow the procedures specified in the Land Development Code and to maintain consistency with the Airport Layout Plan. Robinson’s claim under Grant Assurance 5 therefore should be denied.

III. The County has kept the Airport in a safe and serviceable condition under Grant Assurance 19.

Robinson's Complaint alleges that the County has violated Grant Assurance 19 by "precluding construction of the hangars when there is an established need for hangar space and denying Airport users the ability to service medium sized jets and large helicopters." (Complaint ¶ 36.) Those allegations do not implicate Grant Assurance 19, which provides that an airport sponsor must operate in a "safe and serviceable condition" all facilities that are "necessary to serve the *aeronautical* users of the airport." FAA Order 5190.6B, App. A at 9 (emphasis added). On its face, Grant Assurance 19 "applies to aircraft movement areas" and generally "does not extend to leasehold areas." *Desert Wings Jet Center, LLC v. City of Redmond*, FAA Docket No. 16-09-07, Director's Determination at 21 (Nov. 10, 2010), *aff'd*, Final Agency Decision (May 25, 2012). A proposed developer of a leasehold area "assumes the ultimate responsibility to resolve site conditions of its leasehold if it wants to construct its improvements." *Id.* (rejecting claim that airport sponsor violated Grant Assurance 19 by not correcting a leasehold's "flooding due to stormwater runoff and poor drainage").

Robinson's allegations concern leasehold areas, which are not subject to Grant Assurance 19. The parcel that Robinson originally identified for its proposed hangar development is adjacent to two existing hangars on APP's leasehold and functions as a stormwater retention swale and utility access corridor. (Ex. 5, Olson Decl. ¶ 7.) The County was excited to receive Robinson's proposal to develop that parcel, but made clear from the outset of negotiations that Robinson would need to design, obtain permits, and construct drainage improvements necessitated by its proposed hangar. (*See id.* ¶ 8; Ex. 4-1, Wiatrak e-mail (May 27, 2015); Complaint Ex. 5, Letter of Concurrence.) Robinson agreed to and initially attempted to meet those terms, but then abandoned its plans to develop the parcel because it decided that the

available space between APP's pre-existing lease lines was too small. (Ex. 4-10, Meeting Summary.)

Robinson's dissatisfaction with the size of the vacant parcel does not implicate Grant Assurance 19. Nor does the County's insistence that Robinson provide adequate stormwater-management facilities to support its proposed development implicate Grant Assurance 19.

Desert Wings, Director's Determination at 21. None of Robinson's allegations raises even a colorable claim that the Airport is not maintaining *aeronautical* facilities at the Airport in a safe and serviceable condition. Count 3 therefore fails to state a claim on which relief may be granted and should be dismissed. 14 C.F.R. § 16.26(b)(1)(ii).

In the alternative, Count 3 should be denied on the merits because there is no evidence that the County is neglecting to maintain aeronautical facilities at the Airport. If anything, the Committee's report shows that the County takes stormwater management at the Airport seriously. (Ex. 4-3, Draft Report at 4-5.) Although not challenged by Robinson, the County's evidence shows that it has properly maintained all stormwater facilities serving aircraft-movement areas at the Airport. (Ex. 2, Wiatrak Decl. ¶ 9 & Attach. A.) Count 3 therefore entirely lacks merit and should be denied.

IV. The County has not denied Robinson access to the Airport or otherwise engaged in any economic discrimination under Grant Assurance 22.

Robinson alleges an "unreasonable denial of access to aeronautical development" at the Airport in violation of Grant Assurance 22. (Complaint ¶ 48.) Specifically, Robinson believes that the County has "failed to negotiate the hangar project in good-faith" and that the County's "refusal is improperly driven by [its] impermissible desire to usurp public opportunities for [its] own benefit by building its own hangers [sic] or to protect the interests of the existing, sole FBO, APP." (*Id.* ¶¶ 41, 45.) Robinson supplies no evidence to support those allegations, and

Robinson's claim should be denied on that basis alone. 14 C.F.R. § 16.23(k)(1). Moreover, Robinson's inability to develop its proposed hangar stems not from any discrimination by the County, but instead from Robinson's constantly changing plans and its refusal to comply with the Land Development Code or to participate in the process to amend the Airport Master Plan and Airport Layout Plan.

Under Grant Assurance 22(a), the sponsor of a federally obligated airport must "make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport." FAA Order 5190.6B, App. A at 10. Although Grant Assurance 22(a) prohibits unreasonable denial of access to an airport, "[f]ailing to conclude successful negotiations is not, in and of itself, a violation of Grant Assurance 22." *BMI Salvage Corp. v. Miami-Dade County*, FAA Docket No. 16-05-16, Final Decision and Order at 58. (Apr. 15, 2011), *pet. for review denied*, 488 F. App'x 341 (11th Cir. 2012). When there is evidence that a lease applicant is "hampering [its] own efforts" by failing to be "responsive to the requirements of the Airport" or by proposing development that is "not consistent with the Airport's development plan," FAA will not find a violation of Grant Assurance 22(a). *Id.* at 57-59.

Similarly, delays justified by a sponsor's legitimate environmental, land use, or other substantive review requirements do not give rise to a Grant Assurance 22 violation. *See, e.g., National Airlift Support Corp. v. Fremont County Board of Commissioners*, FAA Docket No. 16-98-18, Final Decision and Order at 10 (Sept. 20, 1999) (holding 15 month delay due to rezoning process was not "unreasonable considering the nature of the request"); *Modesto Flight Ctr. v. City of Modesto*, FAA Docket No. 16-08-10, Director's Determination at 16 (Apr. 5,

2010) (rejecting Grant Assurance 22 claim when the Director was not persuaded that the “environmental reviews were unnecessary” or “amounted to a deliberate attempt to prevent [the applicant] from establishing its [business]”).

Here, the evidence shows that the County expedited its review of Robinson’s original site plan. (Ex. 4-2, Olson e-mail (Sept. 3, 2015).) Just six working days after Robinson submitted the site plan, the County circulated the Development Review Committee’s draft report to Robinson and scheduled a meeting for Robinson with the Committee. (Ex. 4-3, Johnson e-mail (Sept. 11, 2015).) When Robinson failed to show up to the meeting, the Committee finalized its report and sent it to Robinson. (Ex. 4-5, Johnson e-mail (Sept. 17, 2015).) Altogether, just 15 days (including weekends) passed from the date that Robinson submitted its plan until the date the Committee issued its final report. That timetable alone provides sufficient evidence of the County’s expeditious and assiduous review of Robinson’s development proposal.

Robinson — not the County — is to blame for any subsequent delays to its project. Robinson never objected to or contested the deficiencies set forth in the Committee’s report, nor did Robinson ever submit a revised site plan resolving those deficiencies. Instead, Robinson decided that the vacant parcel between the hangars on APP’s leasehold was too small and began exploring other options. (Ex. 4-10, Meeting Summary.) Robinson produced preliminary drawings for a larger development at a different location along Tailwind Drive. (Ex. 4-11, Young e-mail (Dec. 15, 2017); Ex. 4-12, Olson e-mail (Jan. 26, 2018).) Even though the County explained to Robinson that, just as with its prior proposal, Robinson would need to follow the process in the Land Development Code for that new proposal, Robinson never filed a site plan, thereby effectively abandoning its pursuit of that proposal as well. (Complaint Ex. 9B; Ex. 5, Olson Decl. ¶ 20.) This history demonstrates that, rather than the County acting to prevent

Robinson's development, Robinson itself twice *de facto* abandoned its development plans, in each case notwithstanding the County's responsiveness and engagement.

Nothing about the course of events here demonstrates discriminatory behavior on the part of the County. An airport sponsor is "under no obligation to provide land to a current or prospective tenant that [does] not submit a development plan for the land in question." *Lytton v. Sheridan County Board of County Commissioners*, FAA Docket No. 16-01-16, Director's Determination at 13 (Dec. 20, 2002). Rather than work within the defined process for submitting an adequate site plan to the County under the Land Development Code, Robinson constantly changed its plans and then blamed the County for its own inability to meaningfully pursue its proposal. Robinson cannot use Grant Assurance 22 to avoid having to comply with the Land Development Code. *See id.* at 13-14 (rejecting Grant Assurance 22 claim under similar circumstances).

Robinson's proposed development also does not appear on the Airport Layout Plan, and Robinson has declined to participate in the public process for amending the Airport Master Plan and Airport Layout Plan. (Ex. 5, Olson Decl. ¶¶ 21-25; Ex. 9, Airport Layout Plan.) The County expects to complete that amendment process by August 2018 and then will issue a request for qualifications to develop the parcel. (Ex. 5, Olson Decl. ¶¶ 23-24; Ex. 2, Wiatrak Decl. ¶ 23.) A short delay of approximately 6 months to permit the County to complete that process does not constitute a constructive denial of access under Grant Assurance 22. *See Aero Ways, Inc. v. Delaware River & Bay Auth.*, FAA Docket No. 16-09-12, Director's Determination at 38 (Aug. 30, 2010) (6 month delay did not violate Grant Assurance 22); *Flightline Aviation, Inc. v. City of Shreveport*, FAA Docket No. 16-07-05, Director's Determination at 21 (Mar. 7, 2008) (same for 4-month delay). Nor does Grant Assurance 22 prohibit the County from selecting "FBOs or

other aeronautical service providers through an RFP process,” rather than negotiating exclusively with Robinson. *JetAway Aviation, LLC v. Board of County Commissioners, Montrose County*, FAA Docket No. 16-06-01, Director’s Determination at 28 (Nov. 6, 2006).

Contrary to Robinson’s assertion, the County has not provided preferential treatment to any other “similarly situated” tenant at the Airport. *Asheville Jet, Inc. v. Asheville Reg’l Airport Auth.*, FAA Docket No. 16-08-02, Director’s Determination at 18 (Oct. 1, 2009). Robinson’s Complaint attaches an article concerning Maverick Boat Group’s new “manufacturing facility ... near the Treasure Coast International Airport.” (Complaint Ex. 10B.) Maverick’s off-airport manufacturing facility is not similarly situated to Robinson’s proposed on-airport hangar development. (*See* Ex. 5, Olson Decl. ¶¶ 27-28 (explaining that although Maverick initially was interested in potentially locating its facility on the Airport, Maverick ultimately decided to locate its facility off of the Airport).) Moreover, the County did not provide any preferential treatment to Maverick, but rather required Maverick to comply with the Land Development Code, just as the County did with Robinson. (*Id.* ¶¶ 29-30.)

The Complaint also attaches an article concerning a new aircraft-maintenance hangar to be built at the Airport using county, state, and federal funds. (Complaint Ex. 10A at 1.) Robinson offers nothing to support its accusation that the County is trying to protect that development from competition, and the County’s evidence dispels any such inference. *See Hicks v. City of Mount Airy*, FAA Docket No. 16-15-07, Director’s Determination at 29 (Apr. 29, 2016) (“[I]nnuendos and general accusations do not carry the burden of proof necessary for a Complainant to prevail in a Part 16 case.”). The County *expedited* review of the only site plan Robinson ever submitted, and the County raised only legitimate deficiencies that Robinson did not contest and ultimately declined to address, such as stormwater-management issues and

compliance with the Airport Layout Plan. There is no indication that the County created obstacles as a “pretext to support an otherwise improper delay in processing” Robinson’s application. *U.S. Aerospace, Inc. v. Millington Municipal Airport Auth.*, FAA Docket No. 16-98-06, Director’s Determination at 23 (Oct. 15, 1998); *see also Modesto Flight Ctr.*, Director’s Determination at 16. The County therefore has not actually or constructively denied Robinson access to the Airport, and Robinson’s claim should be denied.

V. The County has not conferred any exclusive right to use the Airport under Grant Assurance 23.

Robinson accuses the County of violating Grant Assurance 23 by protecting the Airport’s sole FBO, APP. (Complaint ¶¶ 49-60.) Grant Assurance 23 provides that an airport sponsor “will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.” FAA Order 5190.6B, App. A at 11. “The FAA does not consider the presence of only one provider engaged in an aeronautical activity” at an airport to be a *per se* violation of the exclusive-rights prohibition. FAA Order 5190.6B ¶ 8.6. Rather, FAA will consider a “sponsor’s willingness to make the airport available to additional reasonably qualified providers” and will find no violation of Grant Assurance 23 if a “sponsor has not entered into an express agreement, commitment, understanding, or an apparent intent to exclude other reasonably qualified enterprises.” *Id.*

Lytton v. Sheridan County Board of County Commissioners, FAA Docket No. 16-01-16, Director’s Determination (Dec. 20, 2002), illustrates those principles under circumstances similar to this case. In *Lytton*, a prospective airport tenant proposed to construct a hangar, but “did not provide a business plan, did not indicate what services [it] would provide, did not identify what rates would be offered, and did not provide proof of insurance or financial backing.” *Id.* at 11. The airport sponsor denied the application, and the prospective tenant

accused the sponsor of attempting to “direct all business to the only FBO on the airport.” *Id.* at 16. FAA rejected that argument because there was no evidence that the sponsor denied the application to “protect or benefit any other business already on the Airport.” *Id.* Rather, the evidence showed that the applicant “failed to provide the [sponsor] with adequate information upon which to form an agreement to lease land” at the airport. *Id.*

Robinson’s claim similarly lacks merit. Although there currently is only one FBO at the Airport, the County has demonstrated its intent to attract another FBO and is taking steps to do so. (Ex. 2, Wiatrak Decl. ¶ 5.) The County has not entered into any express or implied agreement to protect APP from competition, but rather has reserved its “right to grant similar privileges to another lessee or other lessees on other parts of the Airport.” (Ex. 3, APP Lease ¶ 24.) The County also has not denied Robinson the ability to develop a hangar at the Airport. Robinson simply failed to submit the information required by the Land Development Code, and the County is “under no obligation to provide land to a current or prospective tenant that [does] not submit a development plan for the land in question.” *Lytton*, Director’s Determination at 13. Robinson’s Grant Assurance 23 claim therefore should be denied.

CONCLUSION

The facts of this case do not show that the County has violated any of the Grant Assurances. Robinson refused to comply with the orderly process for developing land at the Airport under the County’s Land Development Code and has not participated in the public process for amending the Airport Management Plan and Airport Layout Plan. Robinson’s lack of success in developing land at the airport stems not from discriminatory or monopolistic activity by the County, but from Robinson’s constantly shifting plans and its unwillingness to address legitimate issues raised by the County. For all the reasons explained above, the Director

should dismiss Count 1 for lack of jurisdiction, dismiss Count 3 for failure to state a claim upon which relief may be granted, deny the remaining claims on the merits, and find the County to be in compliance with its federal obligations.

Respectfully submitted,

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JUNE 22, 2018

s/ Nicholas A. DiMascio
NICHOLAS A. DIMASCIO

CERTIFICATE OF SERVICE

I hereby certify that on June 22, 2018, I served the foregoing document on the following parties
as indicated below:

BY E-MAIL:

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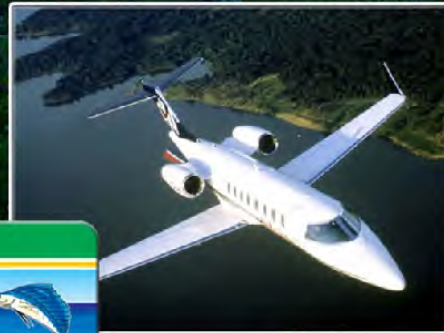
s/ Nicholas A. DiMascio
NICHOLAS A. DIMASCIO

INDEX OF EXHIBITS

Exhibit	Document Title
1	Airport Master Plan Chapter 2 (2011) (excerpt)
2	Declaration of John Wiatrak including Attachment A – 2011 Stormwater Master Plan (excerpt)
3	APP Lease
4-1	Wiatrak e-mail (May 27, 2015)
4-2	Olson e-mail (Sept. 3, 2015)
4-3	Johnson e-mail attaching Draft Report (Sept. 11, 2015)
4-4	Olson e-mail (Sept. 8, 2015)
4-5	Johnson e-mail attaching Final Report (Sept. 17, 2015)
4-6	Robinson e-mail (Sept. 30, 2015)
4-7	Wiatrak e-mail (Sept. 30, 2015)
4-8	Johnson e-mail (June 14, 2016)
4-9	Olson e-mail (Oct. 17, 2017)
4-10	Olson e-mail attaching Meeting Summary (Nov. 14, 2017)
4-11	Young e-mail (Dec. 15, 2017)
4-12	Olson e-mail (Jan. 26, 2018)
5	Declaration of Leslie Olson
6	St. Lucie County Land Development Code (“LDC”) (relevant excerpts)
7	Approved Minutes
8	County Attorney Letter (Oct. 20, 2017)
9	Airport Layout Plan

EXHIBIT 1

Airport Master Plan (2011) (excerpt)



Chapter 2 Inventory of Existing Conditions

THE
LPA
GROUP 
AVIATION CONSULTANTS



CHAPTER TWO

Inventory of Existing Conditions

The Federal Aviation Administration (FAA) establishes planning and design criteria for airports and air transportation through Advisory Circulars (ACs) and Orders, which represent accepted standards of the United States Government. For example, **FAA AC 150/5070-6B, *Airport Master Plans***, defines the procedures for developing studies such as this Airport Master Plan Update (AMPU) for the St. Lucie County International Airport (FAA three-letter identifier **FPR**).

The master planning process requires the gathering of information related to existing (2008/2009) airport conditions at the time of the report preparation. This information serves as the basis for future steps in the planning process. As such, information related to FPR, including existing and contiguous land use and airspace was collected from multiple sources in an effort to identify future aviation needs. Data collected during this phase provides an inventory of the following:

- ➔ Existing physical facilities: runways, taxiways, parking aprons, navigational aids, airport terminal, and facility areas for general aviation, corporate, air cargo, and aviation support.
- ➔ The airport's role in the overall community: development history, location, and access relationship to other transportation modes.
- ➔ Existing community, airport, and regional plans and studies that contain information that may relate to the development and eventual implementation of the recommendations of the Master Plan. This information is particularly relevant to future commercial and/or industrial/business development on or adjacent to FPR.

An inventory addressing these and other issues required data from a variety of sources in order to obtain an accurate depiction of FPR and its surrounding community, including:

- ➔ Interviews with FPR management and staff
- ➔ Interviews with FPR users and tenants
- ➔ Correspondence with local, state, and federal agencies
- ➔ Research and review of previous airport planning analyses and studies
- ➔ Review of aerial photography, mapping, and airport and terminal plans
- ➔ Review of facility directories, approach plates, sectional charts, etc.



- ➔ Reference materials gathered from the FAA ACs and Orders, and from other applicable FAA and Florida Department of Transportation (FDOT) regulations
- ➔ Review of airport and FAA statistical reports

It was important to review previous planning documents completed for the airport to understand and incorporate past planning efforts. The following planning documents were obtained from the airport and other agencies during the inventory process:

- ➔ 2002 Airport Master Plan Update, Hoyle, Tanner & Associates, Inc.
- ➔ 2005 Part 150 Noise Compatibility Study Update, MEA Group, Inc., Harris Miller Miller & Hanson, Inc.
- ➔ General Aviation Minimum Standards – St. Lucie County Code of Ordinances [enacted September 16, 2008], Chapter 1-2.3, Article IV, December 4, 2007
- ➔ 2008-2025 Aerospace Forecasts, Federal Aviation Administration (FAA)
- ➔ 2007 and 2008 Terminal Area Forecast (TAF), FAA
- ➔ 2009-2013 National Plan of Integrated Airport Systems, FAA
- ➔ 2007 Continuing Florida Aviation System Planning Process (CFASPP), Florida Department of Transportation (FDOT)
- ➔ 2008 St. Lucie Evaluation and Appraisal Report, and
- ➔ St. Lucie County Comprehensive Plan

2.1 Airport Characteristics

2.1.1 Overview

Commonly referred to as “The Gateway to the Bahamas”, FPR is a busy public-use airport located on the southeast coast of Florida, within the four-county region known as the Treasure Coast, which includes St. Lucie, Indian River, Martin, and Okeechobee Counties. With approximately 268,691 citizens in 2008,¹ St. Lucie County was the most populated county along the Treasure Coast. The vast 3,844 acre airport property is owned by the St. Lucie County Board of County Commissioners (BOCC), and is managed by the Airport Division located within the County’s Planning & Development Services Department. The airport division includes a staff of four, full-time employees and two part-time employees. Because of the availability of developable airport property, a strong potential for both aviation and non-aviation related growth exists at FPR. For these reasons, this *Inventory of Existing Conditions* chapter presents a comprehensive overview of all facets of the airport property, surrounding community, and recent trends within southeast Florida.

¹ Woods & Poole Economics, 2008 State Profile – Florida.



2.1.2 Location

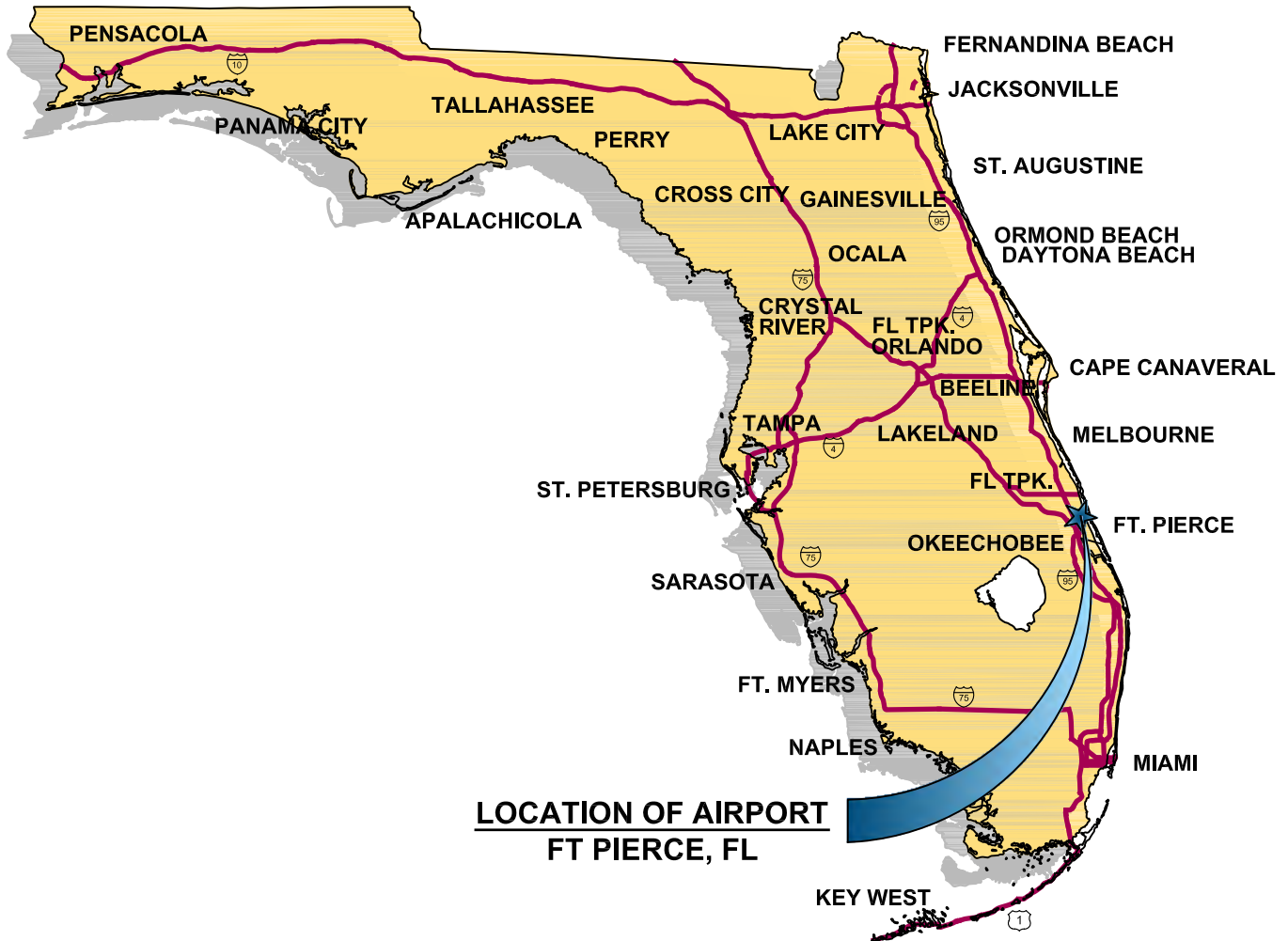
FPR is located within the unincorporated lands of St. Lucie County, approximately three miles northwest of the City of Fort Pierce, and a short drive from the Cities of Port St. Lucie (twenty minutes) and West Palm Beach (one hour) on the southeast coast of Florida as illustrated in **Figure 2-1**. The New York Mets Spring Training, PGA Village Golf Club, and pristine beaches are among the popular attractions in the area. As depicted in **Figure 2-2**, the 3,844 acre airport property is bordered by Indrio Road/Florida State Road 614 to the north, United States Route 1 (U.S. 1) to the east, St. Lucie Boulevard to the south, and North Kings Highway/Florida State Road 713 to the west. The close proximity to major highways, including U.S. 1 and Interstate 95 which both run along the entire east coast of the United States, as well as Florida's Turnpike which runs throughout much of south and central Florida, makes FPR a highly-accessible airport along the same corridor as popular destinations to the south (e.g., West Palm Beach, Fort Lauderdale, Miami, and the Florida Keys). The Airport Administration Building is accessible by turning north off St. Lucie Boulevard onto Curtis King Boulevard, the main entrance road to the airport and facilities on the south side of the property.

Other portions of the airport property may be accessed as follows:

- ➔ Access to facilities along Jet Center Terrace, as well as other facilities on the east side of the airport property, is provided from Industrial 33rd Street (located north of St. Lucie Boulevard). Access to the east side of the airport property may also be provided from Industrial Avenues 1, 2, or 3, all of which are located west of North Martin Luther King Street (North 25th Street).
- ➔ Access to the facilities along Airman's Drive on the west side of the airport property is provided from Hammond Road (located north of St. Lucie Boulevard).
- ➔ Access to the new training runway (10L/28R) and associated facilities will be provided by a new service road off Taylor Dairy Road (located north of St. Lucie Boulevard).

According to the *St. Lucie County Annual Capital Improvements Element Update*, dated November 26, 2008, several improvement projects are scheduled for county, state, and federal roadways within the vicinity of FPR during the five-year period 2009-2013, including improvements to Kings Highway, Indrio Road, and St. Lucie Boulevard. Further, the *St. Lucie County Comprehensive Plan*, revised January 6, 2004, indicates that the widening of both Kings Highway and Indrio Road from two lanes to four² lanes will ultimately be necessary to accommodate anticipated service levels by 2025. As such, the county has taken proactive steps for enhancing access to FPR and accommodating future growth in the area.

² According to Table 2-8 of the 2025 St. Lucie/County Transportation Plan, St. Lucie County Comprehensive Plan, Transportation Plan— March 5, 2002 and Revised January 2004

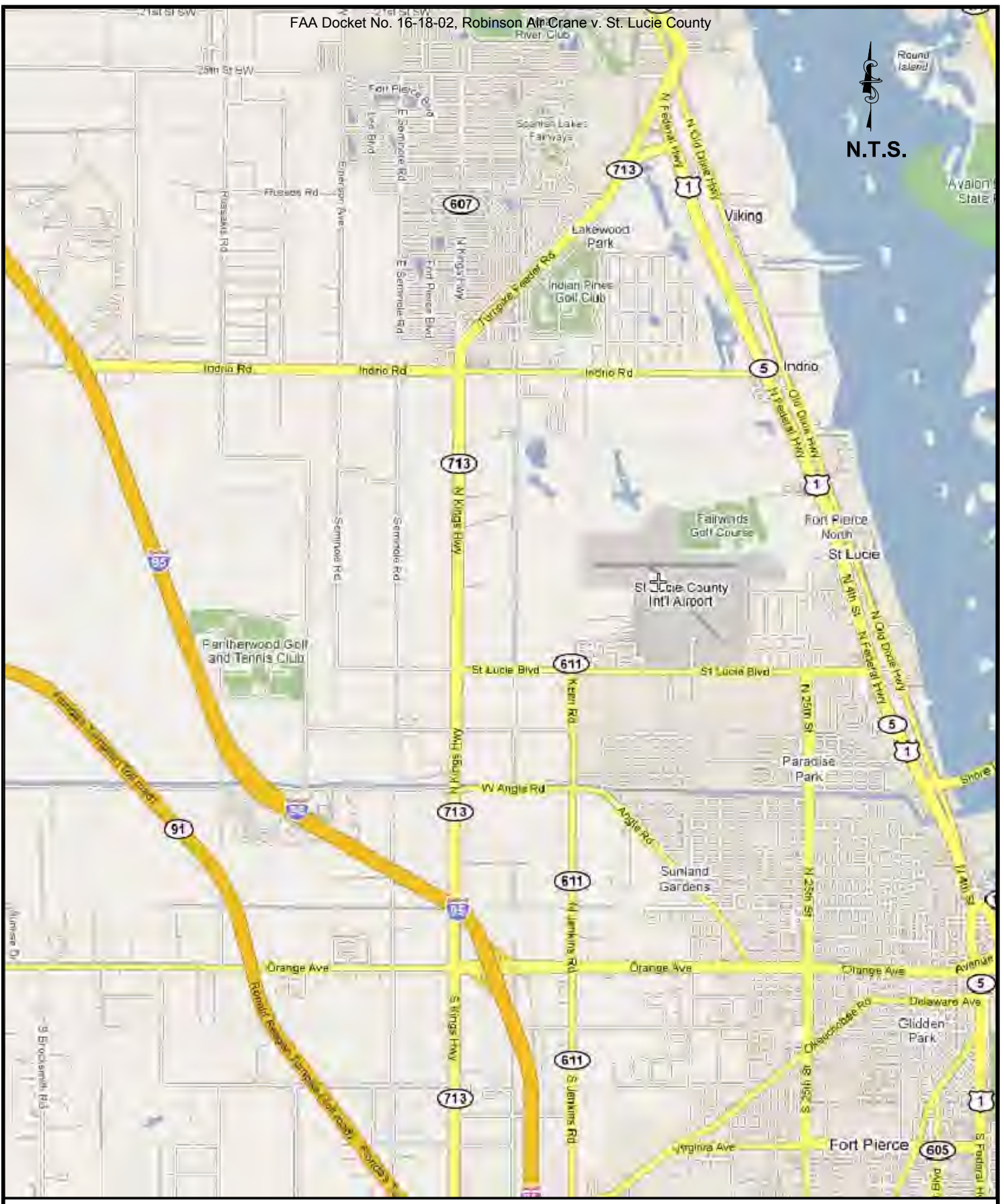


**St. Lucie County -
International Airport
Master Plan Update**

**AIRPORT
LOCATION MAP**

DATE
12/09/2008

2-1
FIGURE NO.



**St. Lucie County -
International Airport
Master Plan Update**

**Surface
Transportation
Map**

DATE
12/09/2008

2-2
FIGURE NO.



Within St. Lucie County, much of the airport property and surrounding area is designated as a Foreign Trade Zone (FTZ), including the following existing and future development sites shown in **Figure 2-3**: Airport South, Airport North, Airport Industrial Park, and Kings Highway Industrial Park.

According to the County's Economic and Strategic Development Department,³ a FTZ consists of publicly-operated, secured industrial parks or specialized warehouse sites, which are located close to a Port of Entry and considered to be outside of U.S. Customs Territory. Exemption from taxes and reduced insurance costs are among the benefits of an FTZ. FPR's existing facilities including an onsite U.S. Customs and Border Protection (CBP) facility and Air Traffic Control Tower (ATCT) further contribute to the appeal for FTZ development.

Figure 2-3
Foreign Trade Zone Sites



Source: St. Lucie County Economic & Strategic Development Department.

2.1.3 Airport Property

The current 3,844 acres of airport property consists of a combination of aviation-related and industrial/commercial development as well as large tracts of undeveloped property. As shown in Figure 2-3, a significant portion of undeveloped property surrounds the Airport North FTZ. However, it is important to note that the entire airport property will be evaluated based upon highest and best use criteria also considering environmental and storm

³ http://stlucieco.gov/ed/foreign_trade.htm



water requirements. Surrounding land uses include industrial, commercial, public, and residential (e.g., St. Lucie Village east of U.S. 1).

Because of ongoing noise exposure concerns for nearby residential areas, a Federal Aviation Regulations (FAR) Part 150 Noise Study Update was completed in 2005 (approved in 2006) which recommended measures to reduce noise levels, as described later in this chapter. Within this AMPU study, long-term development opportunities for the entire airport property were considered, and a strategic on-airport land use planning component identifying a mix of aviation, industrial/commercial, recreational, and preservation/mitigation functions is presented as part of the Airport Layout Plan (ALP) component. An inventory of the natural features associated with the airport property and surrounding community is presented at the end of this chapter.

In summary, FPR's location close to major highways and popular destinations in southeast Florida support a high potential for aviation and non-aviation growth within the region. While numerous opportunities to develop the airport's vast property may be available, it is important to appropriately blend future development with sensitive land uses, storm water and other environmental features.

2.1.4 Background/History of Airport

On November 15, 2008 (Airport Day), County Commissioner Chris Dzadovsky dedicated a "History Wall," located inside the Airport Administration Building, commemorating FPR's 78-year history beginning in 1930 (see **Figure 2-4**).



Figure 2-4
History Wall Dedication



Source: The LPA Group Incorporated, November 15, 2008.

The “History Wall” project was an effort of airport employees and volunteers that provides an illustrative history of the airport through photographs, aerial development progression, letters, and newspaper articles citing important events leading-up to existing 2008 conditions. The History Wall is sponsored by the St. Lucie County International Airport, the St. Lucie County Historical Museum and the St. Lucie County Cultural Affairs Council.

- ➔ 1921 – Commercial Club of Fort Pierce builds an airport at current site of American Legion Building on U.S. 1
- ➔ 1930 – Current airport land purchased
- ➔ 1935 – Airport dedication for Fort Pierce Airport
- ➔ 1941 – County leases the airport to US Navy for aircraft carrier training during WWII
- ➔ 1962 – Airport terminal constructed (current Airport Administration Building)
- ➔ 1967 – Curtis King becomes the first full-time Director of the airport
- ➔ 1974 – Approved by U.S. Bureau of Customs to become a Landing Rights Airport; Airport Coffee Shop opens – later becomes Airport Tiki Restaurant
- ➔ 1985 – Air Traffic Control Tower (ATCT) constructed; name changed to St. Lucie County International Airport
- ➔ 1998 – Curtis King, former Airport Director, retires after 31 years
- ➔ 1998 – Airport develops airport entrance road, named Curtis King Boulevard



- ➔ 2000 - B & E Houck begins construction of new flight training facilities to house Pan Am Internationals Flight Training Division, including offices, classrooms, maintenance and dormitory facilities. This campus is currently occupied by Aviator Aeronautical College.
- ➔ 2001 - Airport develops 1,000 SF office building, 1,600 SF manufacturing building, and 3000 SF maintenance building.
- ➔ 2005 – Diana Lewis, current Airport Director, is hired
- ➔ 2006 – Design and Construction begins on new training runway (10L/28R), parallel taxiway, and Airport West Commerce Park developed

Although this is not an exhaustive listing of the airport's history, it does include various events which are important to the FPR's development and continued existence. Common to many airports, FPR grew from a small one-strip facility to a six runway configuration as a result of military airport development during World War II. The county realized the potential for the airport, and demand for aviation facilities drove development, including airport lighting, navigational aids, hangars, terminal, etc., throughout Mr. Curtis' tenure as Airport Director. It is anticipated that continued demand now and in the future drives the airport's development, and its aeronautical role within both the state and national aviation system.

2.1.5 Airport's Aeronautical Role

As indicated earlier, FPR is owned by the St. Lucie County BOCC, managed by the Airport Department, and is the only public-use airport in St. Lucie County. The other airports in the county are mostly single runway facilities serving private residential airpark communities or individual businesses (such as Treasure Coast Airpark, Williams Hogwild Airport, Southern Fruit Groves Airport, etc.). While these private airports play an important aeronautical role in the region, by serving unique aviation needs, when compared to FPR, they experience much less activity and do not have the same potential to attract businesses to the county through FTZ incentives and development-ready sites. Further, none of these private airports are eligible to receive federal aid for improvements. Consequently, FPR has been designated as an important airport asset within the county, state, and national aeronautical system.

National Plan of Integrated Airport Systems (NPIAS)

St. Lucie County International Airport is included within the National Plan of Integrated Airport System (NPIAS), which is published by the U.S. Department of Transportation. According to the FAA report, *National Plan of Integrated Airport System (2009-2013)*, there are 3,356 existing and 55 proposed public-use airports that are significant to the national air transportation, and are, therefore, eligible to receive grants under the FAA Airport Improvement Program (AIP). Based upon FAA forecast demand, required maintenance, and projects recommended in the *2002 AMPU* and the *2005 Noise Study*, approximately \$23.2



million⁴ of the \$49.7 billion FAA AIP budget over the five year timeframe (2009-2013) has been estimated for FPR development. Thus, FPR has been designated as an important facility within the nation's airport system, necessary to support corporate and general aviation traffic within the State of Florida.

Within the NPIAS, the role for each airport is identified as one of four basic service levels (Primary, Commercial Service, Reliever, and General Aviation). These levels describe the type of service the airport is expected to provide the community during the five-year planning period of the NPIAS. It also represents the funding categories set up by Congress to assist in airport development. As shown in **Table 2-1**, airports are designated within the NPIAS by the number of enplanements, operations, and based aircraft. FPR is currently designated as a General Aviation (GA) airport in the NPIAS, serving a variety of different users including corporate flight operators, air charter businesses, flight training organizations, recreational flyers, etc. Although still designated by the NPIAS as a GA airport by year 2013, the potential exists, which will be explored in later chapters of this study that the airport's service level may ultimately change to commercial service – non-primary as a result of commercial traffic “leakage” or “overflow” from West Palm Beach or Ft. Lauderdale International Airports.

TABLE 2-1 FAA NPIAS SERVICE LEVELS	
NPIAS Service Level	Criteria
Commercial Service – Primary	Public use commercial airports enplaning more than 10,000 passengers annually
Commercial Service – Non-primary	Public use commercial airports enplaning between 2,500 and 10,000 passengers annually
General Aviation (GA) – Reliever	GA airport having the function of relieving congestion at a commercial service airport and providing GA access to its community. Must have at least 100 based aircraft or 25,000 annual itinerant operations
General Aviation (GA)	All other NPIAS airports
Source: FAA Order 5090.3, Field Formulation of the National Plan of Integrated Airport Systems.	

Continuing Florida Aviation System Planning Process (CFASPP)

The Continuing Florida Aviation System Planning Process (CFASPP) is the FDOT's effort to promote a constant awareness of the opportunities and challenges facing all public airports throughout the State of Florida. As the name implies, the intent of the CFASPP is to “continually monitor the aviation environment and determine the development requirements to best meet projected aviation demands.”⁵ As such, approximately every five

⁴ FAA National Plan of Integrated Airport Systems, 2009-2013 estimated development cost.

⁵ <http://www.cfasp.com/>



2.4.8 Runway Protection Zones (RPZs)

The function of Runway Protection Zones (RPZs), as defined by **FAA AC 150/5300-13, *Airport Design***, is “to enhance the protection of people and property on the ground”. According to FAA standards, the RPZ begins 200 ft beyond the runway end, and extends out in a trapezoidal shape. The inner and outer widths are dependent upon the aircraft approach category and approach visibility minimums of each runway end. It is highly desirable for the airport to have fee simple ownership of the land within the RPZ and have it cleared of all incompatible objects and activities. Therefore, based on the visibility of the approaches at FPR discussed earlier, as well as the approach category of aircraft utilizing the runways, the existing RPZ dimensions are summarized in **Table 2-7**. Other applicable FAA design criteria, such as the Runway Object Free Area (ROFA) and Runway Safety Area (RSA), are discussed in **Chapter 4, *Demand Capacity/Facility Requirements***.

TABLE 2-7 RUNWAY PROTECTION ZONES DIMENSIONS				
Runway	Existing Dimensional Requirements			
	Approach Visibility Minimums	Length	Inner Width	Outer Width
Runway 10R	¾ Mile	1,700	1,000	1,510
Runway 28L	1 Mile	1,700	500	1,010
Runway 14	1 Mile	1,700	500	1,010
Runway 32	1 Mile	1,700	500	1,010
Runway 10L	Visual	1,000	500	700
Runway 28R	Visual	1,000	500	700
<i>Sources: FAA AC 150-5300-13, Change 14 and The LPA Group Incorporated, 2008.</i>				

2.5 Landside Facilities

Landside facilities consist of a combination of aviation and non-aviation related facilities, including fuel storage, aircraft storage facilities, aircraft and airport maintenance, and various tenant facilities. As illustrated in **Figure 2-12, *Existing Facilities***, the majority of landside facilities at FPR are adjacent to the airfield facilities, east of Taxiway C and south of Taxiway D.

2.5.1 Aircraft Facilities

Aircraft facilities at FPR are associated with aviation and non-aviation tenant operations as well as based aircraft storage. FPR serves all facets of corporate and general aviation. As of



2008, the airport was home to 211 based aircraft of which approximately 50 percent are stored on paved tie-downs. The remaining based aircraft are stored in a combination of T-hangar, box/condo, corporate and conventional hangar facilities either in hangar facilities associated with one of the two FBOs or in private hangar facilities, which provides approximately 50,000+ SF of total hangar storage.

FPR is home to three flight schools, Tradewind, Ari Ben Aviator, and U.S. Sport Aircraft, and two FBOs, APP Jet Center Aviation and Key Air. Aviation related facilities, including aviation maintenance, flight training, charter operations, fueling, law enforcement, etc. are located adjacent to the airfield. Non-aviation facilities such as Phoenix Metals, Briggs and Stratton Corp, etc are currently located within the industrial portion of the airport property east of Taxiway D and north of Industrial Avenue Three. A listing of existing airport structures and tenants at the time of this writing is provided in **Table 2-8**.

Because of the sheer magnitude of available airport property, its location to major road networks, and US Customs, FPR was and is also home to several non-aviation tenants:

- Fairwinds Golf Course
- SRI
- Gibbons Farm

The St. Lucie County BOCC, operators of FPR, have reserved south and west of the Runway 10R for future aviation/industrial development as well as identified approximately 285 acres on the north side of the airport property for future industrial/commercial development. As part of this Master Plan Update, on-airport land use was evaluated based upon highest and best land use associated with future aviation or non-aviation development and requirements.



**TABLE 2-8
EXISTING AIRPORT TENANTS AND STRUCTURES**

Facility Address	Lessee	Landlord	Total S.F.	Use	Aircraft Storage Capacity*
Hangar 2900	St. Lucie County Sheriff Department	St. Lucie County	8,800	Helicopter Hangar/Office	4
Hangar 2916	X-Treme	APP Jet Center Lessee	13,000	Maintenance	N/A
Hangar 2920	William Prescott	APP Jet Center Lessee	3,600	AC Storage	1
Hangar 2924	Ft. Pierce Aircraft Interiors	APP Jet Center Lessee	3,600	AC Refurbishment	N/A
Hangar 2928	Community Hangar	APP Jet Center Operated	3,600	---	N/A
Hangar 2932	Community Hangar	APP Jet Center Operated	3,300	Storage	N/A
T-Hangars 2938	Ft. Pierce Aviation Center/ APP Jet Center Aviation	APP Jet Center Operated	---	Hangar	N/A
Hangar 2946	Community Hangar	APP Jet Center Operated	6,000	Hangar	N/A
Hangar 2950	Community Hangar	APP Jet Center Operated	6,500	Office	N/A
Hangar 2954	Propeller Parts Market	APP Jet Center Lessee	3,600	Maintenance	N/A
Hangar 2960	Aircraft Ground Equipment	APP Jet Center Lessee	4,800	Office	N/A
Hangar 2958	High Speed Composites	APP Jet Center Lessee	3,600	Builder	N/A
Hangar 2962	Wolfenden Enterprises	APP Jet Center Lessee	3,700	Hangar	N/A
Hangar 2970	Aircraft Parts Market	APP Jet Center Lessee	5,350	Pilot Shop	N/A



**TABLE 2-8
EXISTING AIRPORT TENANTS AND STRUCTURES**

Facility Address	Lessee	Landlord	Total S.F.	Use	Aircraft Storage Capacity*
Hangar 2974	Nav-Tech	APP Jet Center Lessee	11,000	Maintenance	N/A
Hangar 2978	APP Jet Center Aviation FBO	APP Jet Center Operated	2,800	Office/Hangar	N/A
Hangar 2982	Ft. Pierce Air Center Aviation Tiki Restaurant	APP Jet Center Operated	450	Restaurant	N/A
Hangar 3030	Phoenix Metals	St. Lucie County Land Lease	12,000	Storage	N/A
Hangar 3040	Air & Sea Storage	APP Jet Center Lessee	12,000	Storage	N/A
Hangar 3050	Open Vacant	APP Jet Center Operated	2,250	Service	N/A
3060 Airmans Drive	Aircraft Turbine Works (Office/Hangar)	APP Jet Center Lessee	3,000/12,000	Maintenance	N/A
3100 Airmans Drive	West FBO	APP Jet Center Operated	8,900	FBO	N/A
Hangar 3070	Open Vacant	APP Jet Center Operated	12,000	AC Hangar	N/A
Hangar 3101	Omni	APP Jet Center Lessee	3,600	Air Rescue	N/A
Hangar 3102	EAA Administration Building	St. Lucie County Land Lease	3,600	Office	N/A
Hangar 3104	Treasure Coast Fasteners	St. Lucie County Land Lease	10,200	Storage	N/A
Hangar 3105	Steve Sorrell	APP Jet Center Lessee	5,460	Maintenance	N/A
Hangar 3109	Air and Sea Storage	APP Jet Center Lessee	9,800	AC Storage	N/A



**TABLE 2-8
EXISTING AIRPORT TENANTS AND STRUCTURES**

Facility Address	Lessee	Landlord	Total S.F.	Use	Aircraft Storage Capacity*
Hangar 3127	Jet Service Center & Self Service Fuel Station	St. Lucie County Land Lease	3,500	Hangar	N/A
Hangar 3131	Key Air Treasure Coast	St. Lucie County Land Lease		Hangar	N/A
Hangar 3135	Key Air Treasure Coast	St. Lucie County Land Lease	10,000	Office/Hangar	N/A
Hangar 3139	Key Air Treasure Coast	St. Lucie County Land Lease	10,000	Maintenance	N/A
Hangar 3143	Lucas Airways	St. Lucie County Land Lease	3,600	Hangar	N/A
Hangar 3147	Wayne/Marie Snyder	St. Lucie County Land Lease	3,500	Hangar	N/A
3150 Airmans Drive	Freedom Aviation	APP Jet Center Lessee	41,250	Aircraft Manufacturing	N/A
Hangar 3151	Dennis Burke	St. Lucie County Land Lease	3,600	Storage	N/A
Hangar 3155	William Barrows	St. Lucie County Land Lease	3,900	Hangar	N/A
Hangar 3159	Inst. International Investment Corp.	St. Lucie County Land Lease	3,600	Storage	N/A
Hangar 3160	Aircraft Turbine Works	APP Jet Center Lessee	14,000	Office	N/A
Hangar 3161	C Span Holding	St. Lucie County Land Lease		Hangar	N/A
Hangar 3162	Peter Broom	APP Jet Center Lessee	12,000	AC Storage	N/A
Hangar 3163	Kindlund Construction	St. Lucie County Land	3,600	Storage	N/A



**TABLE 2-8
EXISTING AIRPORT TENANTS AND STRUCTURES**

Facility Address	Lessee	Landlord	Total S.F.	Use	Aircraft Storage Capacity*
		Lease			
3166 Airmans Drive	Treasure Coast Jet Center (Office/Hangar)	APP Jet Center Lessee	2,000/12,000	Maintenance	N/A
Hangar 3167	Plane People	St. Lucie County Land Lease	3,600	Maintenance	N/A
Hangar 3170	Missionary Flights	APP Jet Center Lessee	41,000	Hangar/Office	5
Hangar 3171	Stanley Oginz	St. Lucie County Land Lease	1,620	Hangar	N/A
Hangar 3175	Hubaire, LLC	St. Lucie County Land Lease	1,620	Hangar	N/A
Hangar 3179	US Sport Aircraft	St. Lucie County Land Lease	1,620	Hangar	N/A
3180 Airmans Drive	Aircraft Specialties	APP Jet Center Lessee	2900/12,000	Office/Hangar	N/A
Hangar 3183	Robert & Jane Thousand	St. Lucie County Land Lease	1,620	Hangar	N/A
3186 Airmans Drive	American Aviation Mgmt	APP Jet Center Lessee	2000/12,000	Air Rescue/Charter	N/A
Hangar 3187	Knight Flight LLC	St. Lucie County Land Lease	1,620	Hangar	N/A
3190 Airmans Drive	American Aviation Mgmt	APP Jet Center Lessee	2000/12,000	Air Rescue/Charter	N/A
3300 Hammond	Federal Aviation Administration ATCT	St. Lucie County Land Lease	500	ATCT	N/A
Hangar 3780	Aircraft Service Center	St. Lucie County Land Lease	12,200	Maintenance	N/A
Hangar 3800	Ari Ben Aviation	St. Lucie County Land	3,800	Flight School	N/A



**TABLE 2-8
EXISTING AIRPORT TENANTS AND STRUCTURES**

Facility Address	Lessee	Landlord	Total S.F.	Use	Aircraft Storage Capacity*
		Lease			
Hangar 3804	Key Air Treasure Coast	St. Lucie County Land Lease	9,600	---	N/A
Hangar 3808	Steve Barnett	St. Lucie County Land Lease	3,000	Hangar	N/A
Hangar 3812	Kent (sublet to Ari Ben Aviation)	St. Lucie County Land Lease	1,462	Hangar	N/A
Hangar 3816	Roger Moore	St. Lucie County Land Lease	1,462	Hangar	N/A
Hangar 3820	Bob Rigel	St. Lucie County Land Lease	1,462	Hangar	N/A
Hangar 3824	Key Air Treasure Coast	St. Lucie County Land Lease	9,600	---	N/A
Hangar 3828	Bell Aircraft	St. Lucie County Land Lease	3,600	Maintenance	N/A
Hangar 3832	Jimmy Jones	St. Lucie County Land Lease	3,600	Storage	N/A
Hangar 3836	Knight Investments	St. Lucie County Land Lease	3,600	Hangar	N/A
Hangar 3840	Knight Investments	St. Lucie County Land Lease	1,462	Hangar	N/A
Hangar 3844	Brian Kent	St. Lucie County Land Lease	1,462	Hangar	N/A
Hangar 3848	James Lycett	St. Lucie County Land Lease	1,462	Hangar	N/A
Hangar 3852	Barefoot Medical	St. Lucie County Land Lease	1,462	Hangar	N/A
Hangar 3856	Brian Kent	St. Lucie County Land	1,462	Hangar	N/A



**TABLE 2-8
EXISTING AIRPORT TENANTS AND STRUCTURES**

Facility Address	Lessee	Landlord	Total S.F.	Use	Aircraft Storage Capacity*
		Lease			
Hangar 3860	KJS Enterprises LLC	APP Jet Center Lessee	1,462	Hangar	N/A
Hangar 3864	KJS Enterprises LLC	APP Jet Center Lessee	1,462	Hangar	N/A
Hangar 3868	KJS Enterprises LLC	APP Jet Center Lessee	3,000	Hangar	N/A
Hangar 3872	Ari Ben Aviation	St. Lucie County Land Lease	3,600	Maintenance	N/A
4202 to 4208 Pan Am Blvd	Flight School Dormitory	St. Lucie County Land Lease	9,600	Dormitory	N/A
4210-4216 Pan Am Blvd	Flight School Dormitory (former Pan Am International)	St. Lucie County Land Lease	9,000	Dormitory	N/A
Hangar 4220	Hangar	St. Lucie County Land Lease	15,000	Hangar	N/A
Hangar 4230	Hangar	St. Lucie County Land Lease	7,300	Hangar	N/A
Hangar 4801	FPR Maintenance Hangar		10,000	Maintenance	N/A
4500 Tailwind Drive	Air Repair Station	APP Jet Center Lessee	3,600	Maintenance	N/A
Airman's Drive	Mirabella	St. Lucie County Land Lease	14,944	Hangar	N/A
Airman's Drive	KJS Enterprises	APP Jet Center Lessee	12,000	Hangar	N/A
Airman's Drive	APP Jet Center Future Hangar	APP Jet Center	14,000	Hangar	N/A
Airman's Drive	APP Jet Center Future Hangar	APP Jet Center	14,000	Hangar	N/A
2700 Industrial Ave	ASI	St. Lucie County Land	9,300	Industrial	N/A



**TABLE 2-8
EXISTING AIRPORT TENANTS AND STRUCTURES**

Facility Address	Lessee	Landlord	Total S.F.	Use	Aircraft Storage Capacity*
#3		Lease			
	St. Lucie Fire Department	St. Lucie County	6,900	Fire Department	N/A
3000 Industrial Ave. #3	Phoenix	St. Lucie County Land Lease	5,000	Industrial	N/A
2990 Curtis King Drive	US Customs and Border Protection	St. Lucie County	6,500	Office/ Administration	N/A
3000 Curtis King Drive	St. Lucie County International Airport Administration Building		3,380	Office/ Administration	N/A
Notes: *Aircraft Storage Capacity based upon information obtained from Tenants. Sources: 2007/09 St. Lucie County International Airport Stormwater Pollution Prevention Plan Annual Compliance Inspections, The LPA Group Incorporated, St. Lucie County International Airport 2007 Airport Layout Plan, PBS&J, and St. Lucie County International Airport Staff.					

2.5.2 Fixed Based Operators

The airport is home to two fixed based operators (FBOs): Key Air of Ft. Pierce and Ft. Pierce Aviation/ APP Jet Center Aviation. APP Jet Center Aviation's facilities are located adjacent to the St. Lucie County International Airport Administration Building and U.S. Customs and Border Facilities west of Runway 32. APP Jet Center Aviation operates the Tiki Restaurant and provides the following services:

- ➔ Jet Storage
- ➔ Fuel (Jet A and 100LL)
- ➔ Restaurant
- ➔ Flight Training
- ➔ On-Site Rentals
- ➔ Courtesy Vehicles
- ➔ Flight Planning Room, and
- ➔ US Customs Handling

APP Jet Center sub-leases 84 acres from St. Lucie County and is the largest long-term leaseholder. There are currently 35 structures on the property, 27 of which are managed and/or subleased by the firm. APP Jet Center provides all the basic corporate FBO services along with: Customs support, international flight planning, and life gear rental. Their base tenants also provide a variety of other services including: maintenance, painting, interior refurbishment, flight training, pilot supplies, aircraft recovery, and charter/ambulance flights.



APP Jet Center also provides design/development services for new structures on its leasehold. There are currently 30+ acres of available developable space. The “Airport Tiki”, a full service bar/diner with a seating capacity of 110, is also located and managed by APP Jet Center.

Key Air of Ft. Pierce facilities are located along the southeast portion of the airfield, north of Taxiway B and east of Taxiway D. Key Air manages four (4) conventional hangars. These hangars are located adjacent to Key Air’s facilities on the southeast side of the airport. Key Air also provides, according to their website, the following services at FPR:

- ➔ Aircraft Hangar Storage
- ➔ Aircraft Fueling
- ➔ Quick Turns
- ➔ U.S. Customs Handling
- ➔ Aircraft Maintenance & Repair
- ➔ Paint & Interior Services
- ➔ Courtesy Vehicles
- ➔ Flight Planning Room
- ➔ On-Site Rentals
- ➔ Catering
- ➔ Wi-Fi Wireless Internet

Both FBOs also have extensive plans related to corporate and other general aviation development including expanded FBO terminal facilities, transient parking and hangar facilities, fueling, maintenance, charter and other amenities.

In addition to corporate aviation demand, flight training is a significant component of FPR's operations. Three flight schools are currently located at the airport, which provide active fixed wing pilot training. As a result, approximately 55 percent of FPR's operations may be attributed to flight training operations. The remaining 45 percent of annual operations are attributed to business related, community or personal use. Of which, approximately 6 percent of transient general aviation aircraft operations may be attributed to jet aircraft.

An analysis of existing and future hangar demand and facility requirements is provided in **Chapter 4, Demand/Capacity and Facility Requirements**, of this report.

2.6 Support Facilities

Support facilities assist in keeping the airport operational and safe, including the Air Traffic Control Tower (ATCT), Aircraft Rescue and Firefighting (ARFF) facility, electrical vault, airport maintenance, and other components like the automobile parking areas and FBO fuel

EXHIBIT 2

**Declaration of John Wiatrak
and**

**Attachment A: 2011 Stormwater Master Plan
(excerpt)**

DECLARATION OF JOHN WIATRAK

4. Key Air ceased operations in 2009 for economic reasons.

5. The Airport has no interest in protecting APP's current position as the Airport's sole FBO. The Airport wishes to attract a new FBO to replace Key Air and actively has been taking steps to do so. The Airport searches for additional FBOs by attending aviation trade shows and reaching out to companies to gauge interest. Despite these efforts, to date, no company has submitted a business plan to operate an additional FBO at the Airport.

6. The Airport also has a variety of land available for development. The Airport works everyday towards having more airfield access properties shovel ready. Currently roughly 50 acres is available on the east side of the Airport with many more acres north of the main runway to become available in the years to come.

7. Any party interested in developing land at the Airport must comply with the Land Development Code, the Airport Master Plan, and the Airport Layout Plan.

8. The Airport actively maintains numerous stormwater management facilities to ensure safe operation of aeronautical facilities.

9. The Airport completed its most recent Stormwater Management Master Plan in 2011. (*See Attachment A.*) The 2011 Plan found that stormwater management facilities at the Airport are operating as designed and in conformance with all applicable stormwater permits. (*Id.* at 7, 13.)

10. The Airport currently is performing an update to its Stormwater Master Plan in conjunction with the Airport Master Plan, which it expects to be completed in August 2018.

11. The Airport performs two inspections each day using FAA part 139 checklists.

DECLARATION OF JOHN WIATRAK

Robinson's Proposed Hangar Development

12. In 2015, Robinson Air Crane LLC ("Robinson") proposed to construct a new hangar on a vacant parcel in the West General Aviation and Terminal Area at the Airport. Because the vacant parcel currently functions as a utility access corridor and stormwater retention swale, the Airport did not have any of its own plans to develop the parcel.

13. The Airport supported Robinson's proposal to develop the parcel on the condition that Robinson would provide adequate stormwater drainage for the proposed hangar, avoid encroaching on APP's pre-existing leasehold, and address other issues identified as part of the planning and development process.

14. Robinson incorrectly suggests that the Airport had committed to improve the vacant parcel's stormwater drainage system. (Complaint ¶ 14.) The 2011 Stormwater Management Master Plan did not identify any required improvements for the stormwater retention swale on the vacant parcel at issue. (Attachment A at 14-34.)

15. As stated in the 2011 Plan, the County reviews proposed development plans to ensure compliance with stormwater permitting requirements, and the Airport holds lessees responsible for maintenance of stormwater facilities within their leaseholds. (*Id.* at 12, 14, 26.) At all times, the Airport made clear to Robinson that, as the proposed developer and proposed lessee of the vacant parcel, it would be responsible for providing and maintaining any stormwater improvements required for the construction of a hangar.

16. Robinson also incorrectly states that a gravel road constructed by the Airport has increased flooding in the vacant parcel. (Complaint ¶ 14.) The Airport actually constructed the gravel road at Robinson's request to facilitate its access to an adjacent hangar on APP's leasehold.

DECLARATION OF JOHN WIATRAK

The gravel road has not increased flooding or otherwise affected the function of the stormwater retention swale on the vacant parcel.

Robinson's Proposed Development on Tailwind Drive

17. I attended a meeting with Robinson on November 8, 2017. At that meeting, Robinson stated that the vacant parcel was too small for the type of hangar it wished to construct.

18. Subsequently, in late 2017, Robinson proposed a larger hangar development along Tailwind Drive.

19. The current Airport Master Plan and Airport Layout Plan do not specify the types of development suitable for the parcel along Tailwind Drive.

20. The Airport will address its goals for the parcel along Tailwind Drive as part of the ongoing update to the Airport Master Plan and Airport Layout Plan. The Airport expects to complete that update process by August 2018.

21. Robinson is only one of several parties interested in developing the parcel along Tailwind Drive.

22. The Airport has instructed all parties interested in developing the parcel along Tailwind Drive, including Robinson, to participate in the public process for updating the Airport Master Plan and Airport Layout Plan. Thus far, Robinson has chosen not participate in that public process.

23. After adoption of the updated Airport Master Plan and Airport Layout Plan, the Airport will issue a Request for Qualifications to develop the parcel along Tailwind Drive. Robinson is welcome to submit a bid consistent with the updated Airport Master Plan and Airport Layout Plan.

DECLARATION OF JOHN WIATRAK

Conclusion

24. Robinson's inability to proceed with its proposed development at the Airport does not result from any desire by the Airport to protect APP.

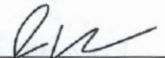
25. The Airport wishes to and actively tries to attract additional development by interested parties, such as Robinson.

26. The Airport was supportive of Robinson's original proposed hangar development so long as it met the requirements of the Land Development Code, the Airport Master Plan, and the Airport Layout Plan.

27. Unfortunately, Robinson decided that the vacant parcel it initially identified was too small for the type of hangar it wished to build, and Robinson has not been participating in the planning process for the parcel along Tailwind Drive.

I declare under penalty of perjury that the foregoing is true and correct:

6/21/2018



John Wiatrak

Executed this ____ day of June, 2018, in St. Lucie County, Florida.

Attachment A

2011 Stormwater Master Plan (excerpt)



St. Lucie County International Airport

Stormwater Management Master Plan

October 2010
Revised August 2011

THE LPA GROUP INCORPORATED
A Unit of Michael Baker Corporation
1320 Executive Center Drive
Tallahassee, FL 32308





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Introduction and Background Information

The purpose of this project is to identify and describe the existing conditions of the St. Lucie County International Airport (Airport) as of Spring 2010. The project report and modeling effort also describes the proposed conditions in conjunction with the Airport Master Plan Update. This report is part of a Conceptual Environmental Resource Permit (ERP) modification to Permit 56-00293-S with the South Florida Water Management District (SFWMD). The primary focus of this effort includes approximately 862 acres that encompasses the present Airport facilities and the development and improvements that are anticipated within a 5-10 year period.

The land for the Airport was purchased in 1930. Although it is reasonable to assume that the land was originally used for agriculture, the aviation activities on this site include operating as an active landing and training field for the U.S. Navy during the 1940's. After World War II, the Airport property was turned over to the local government as a part of the Federal Property and Administrative Services Act of 1949 Section 13(g) of the Surplus Property Act of 1944. The Airport that operates today was developed in the 1960s. A current location map of the Airport is provided as Figure 1 and in Appendix A.

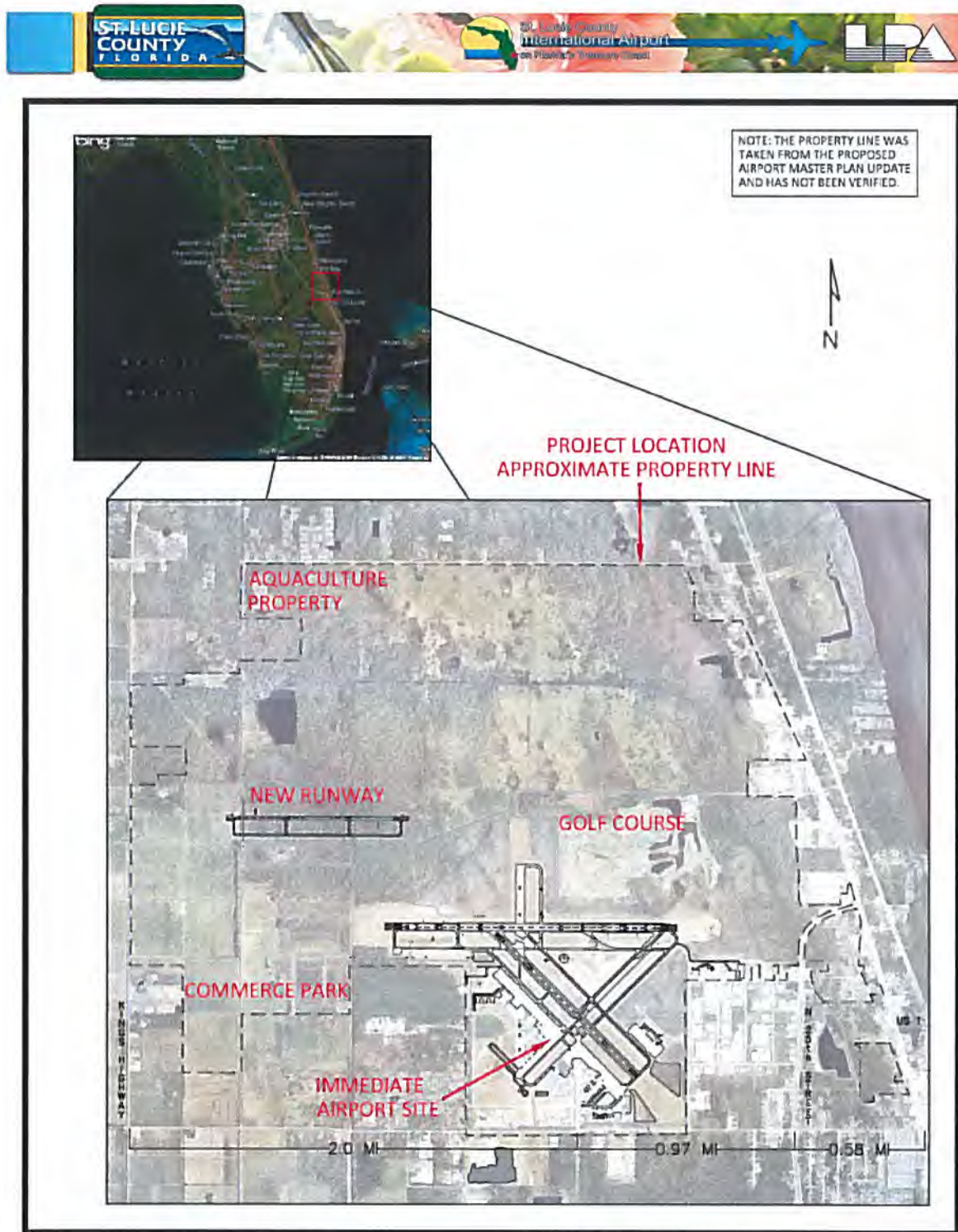


Figure 1: St. Lucie County International Airport Location Map

The stormwater system at the Airport outfalls to a canal system operated by the Fort Pierce Farms Water Control District (FPFWCD). The interior ditch, canal and pipe systems are operated and maintained by the Airport and their lessees. The FPFWCD canal system eventually outfalls to the SFWMD Canal C-25 (Belcher Canal). The most recent FPFWCD map is shown as Figure 2 and in Appendix



B. This map does not reflect the new alignments of Canals 2 and 3 from the 2009 construction of Runway 10L/28R.

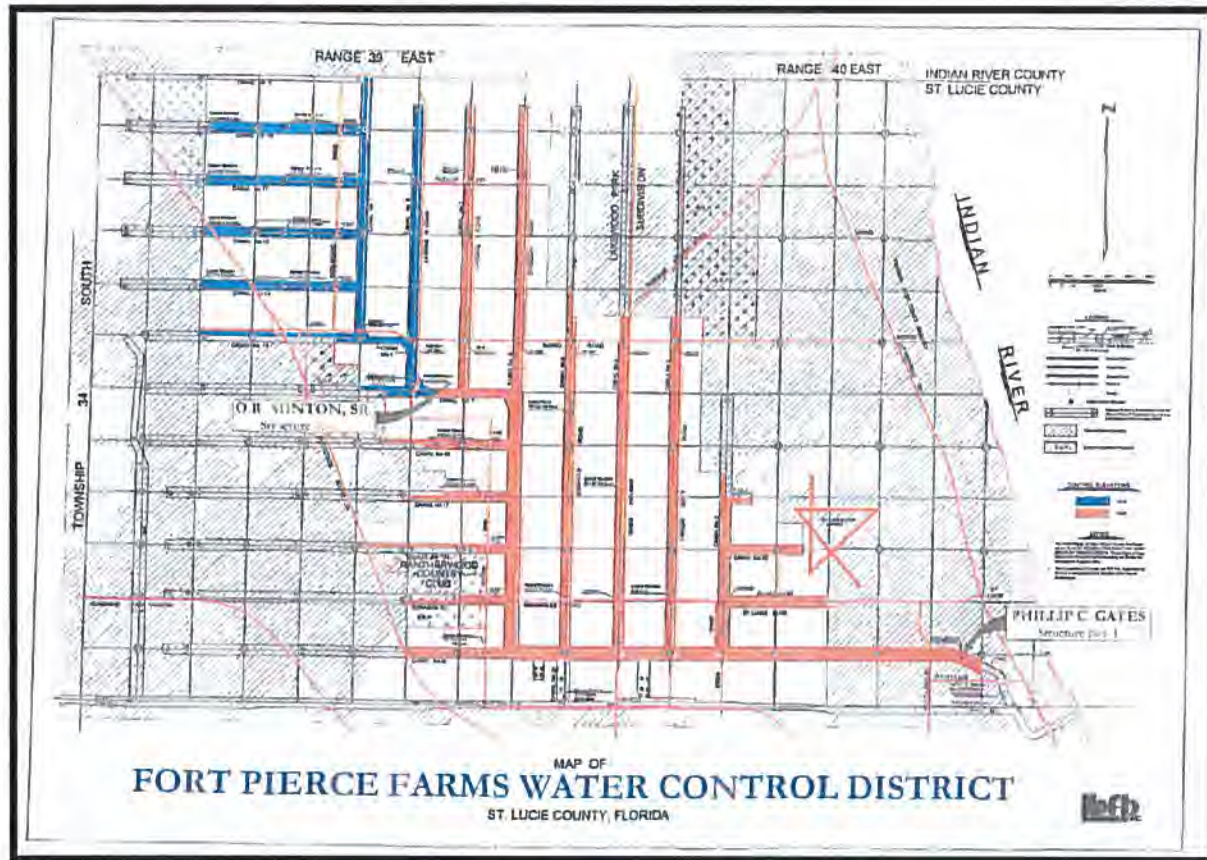


Figure 2: Fort Pierce Farms Water Control District Map

The Airport has maintained a conceptual permit (#56-00293-S) with the SFWMD since 1980 for development of the core airport property and stormwater management system. A list of applications with the SFWMD shows the progression of the stormwater system at the Airport. A comprehensive application list available from SFWMD's website is provided in Appendix B.

The Airport recently renamed the runways and taxiways at the Airport. An exhibit with the current naming convention of the Airport operations area is provided as Figure 3 and is included in Appendix A.

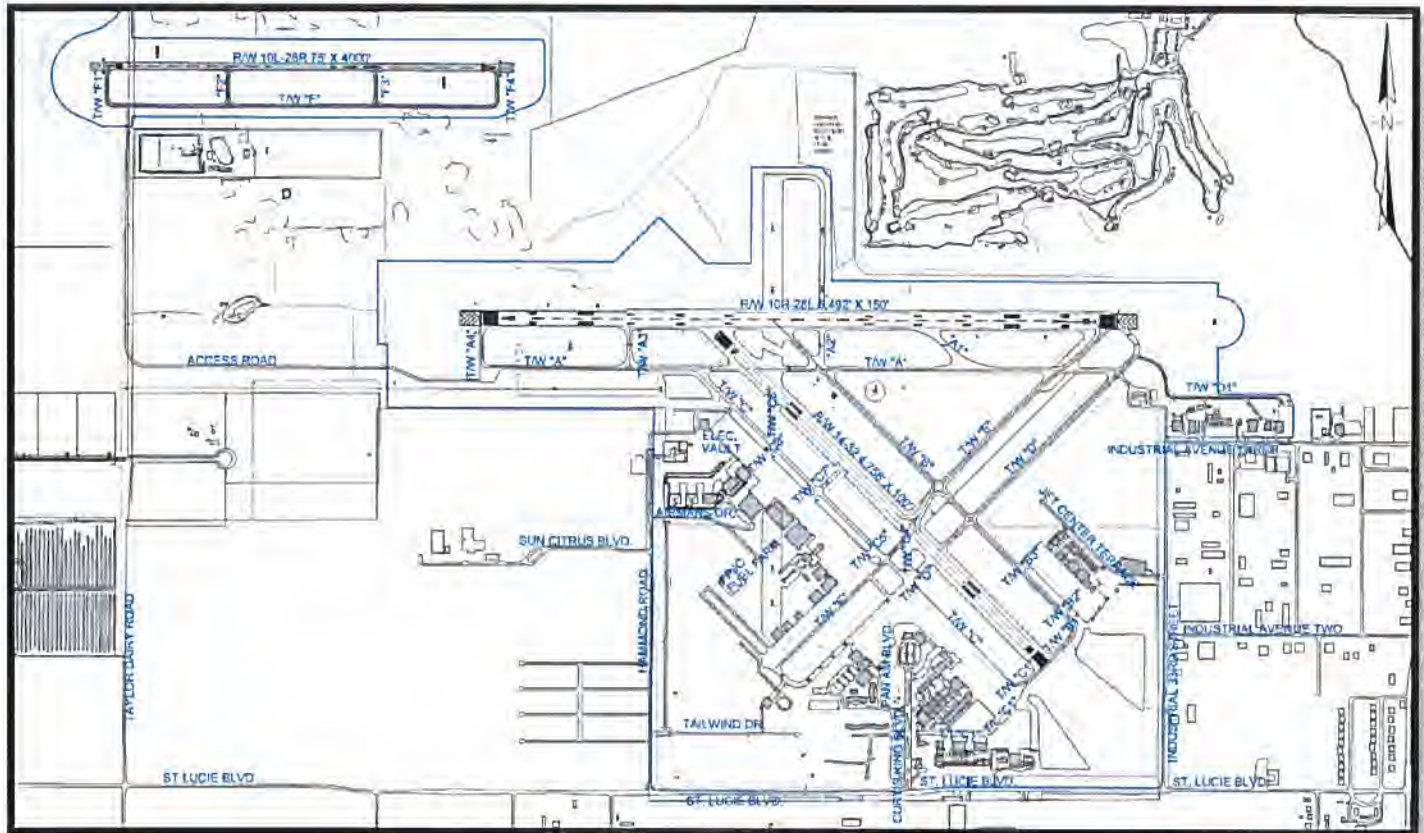


Figure 3: Updated Runway and Taxiway Designations

In general, drainage follows the same pattern that was developed when the Airport was expanded by the U.S. Navy in the 1940's. The core airport development drains to two main perimeter ditches, Ditch A and Ditch B. Ditch B starts in the northeast corner of the Airport site, near Runway 28L, and follows the core airport perimeter counterclockwise to the intersection of St. Lucie Boulevard and Hammond Road. Ditch A starts near the intersection of Taxiways A and D, and then turns east and south to follow the perimeter of the core airport site in a clockwise direction. Ditch A becomes part of the FPFWCD canal system (Canal 26) just west of Curtis King Boulevard. Ditch B connects to Canal 26 at Hammond Road, which then flows west through the FPFWCD system.

FPFWCD Canal 25 flows west from Airman's Drive and Hammond Road. The outfall (west) end of the 42" RCP cross drain under Hammond Road at Canal 25 is overgrown and appears to be marginally functional.

FPFWCD Canal 24 flows west from the northern corner of the immediate Airport site. This canal is believed to discharge directly to FPFWCD Canal 2 without accepting any runoff from the Airport development. Figure 4 and the basin maps in Appendix C show the Airport flow pattern.



PPFWCD Canals 2 and 3 flow south from an area north of the Runway 10L/28R site and were rerouted around the runway. PPFWCD Canal 2 was turned to flow east of the new runway, and Canal 3 was turned to flow west of the runway. They then join their original alignments south of the runway and continue south to ultimately connect to PPFWCD Canal 26. The new runway site (application numbers 070614-4 and 061120-15) was not studied in detail for this report. This drainage system is to the northwest of the core airport site.

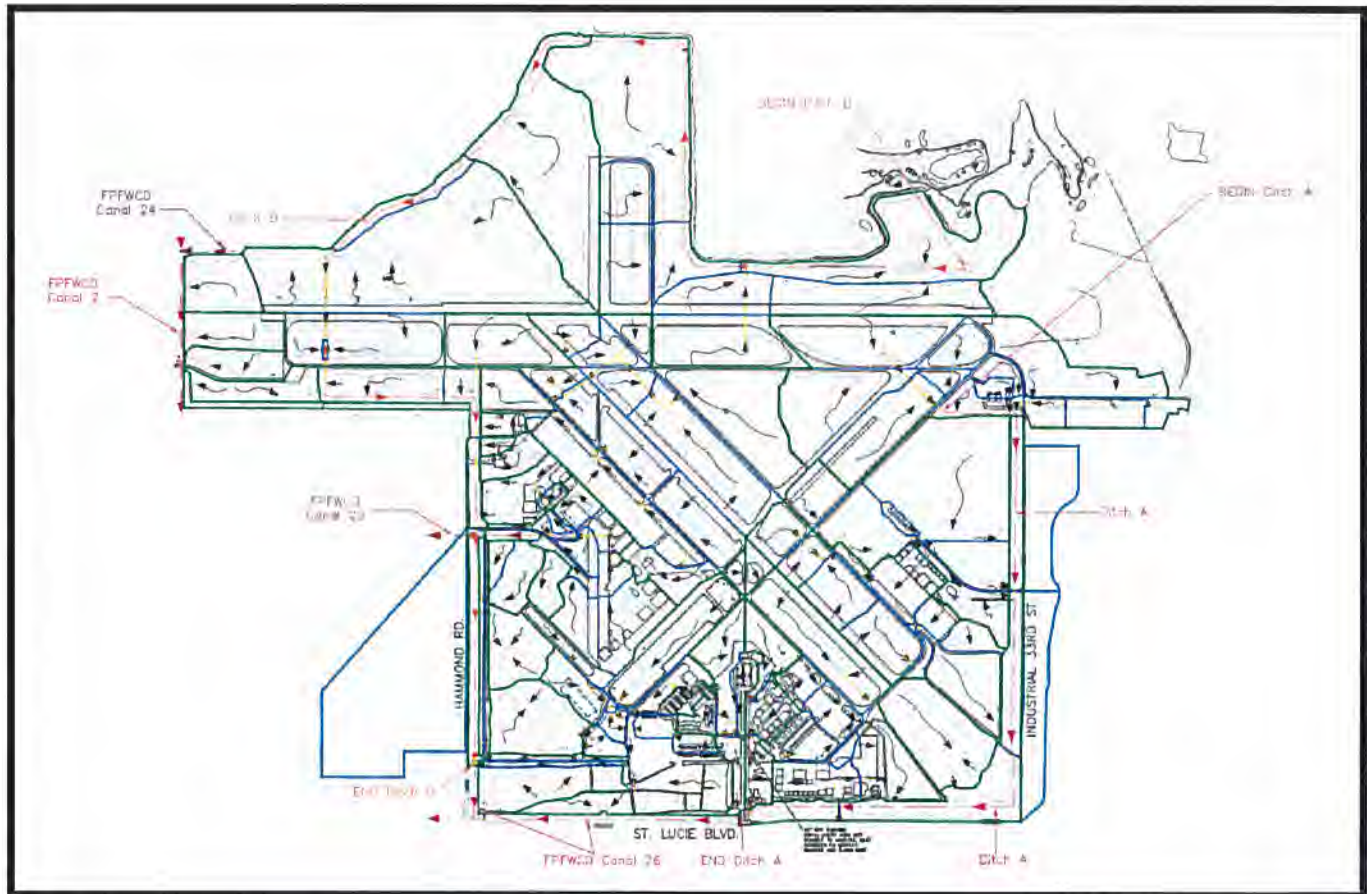


Figure 4: Existing Airport Drainage Patterns

Research

There is a significant amount of past data for the St. Lucie County International Airport stormwater system. Table 1 contains a list of completed reports, both stormwater master plans and reports associated with significant permits, with the author and date of analysis.



Table 1: Significant Stormwater Reports

TITLE	DATE	AUTHOR
Primary Surface Water Management Plan and Conceptual Permit Application to the South Florida Water Management District	September 1985	Greiner Engineering Sciences, Inc. (1985)
Master Drainage Report	April 2002	HNTB (2002)
Master Drainage Plan: Basin "A"	December 2005	MEA GROUP, Inc. (2005)
Basin E1 & F1 ARFF	June 2006	Kimley-Horn & Assoc., Inc. (2006)
Airport West Commerce Park	December 2006	Tetra Tech, Inc. (2006)
SLCIA Runway 9L-27R	December 2007	PBS&J (2007)

These reports were reviewed for historical stormwater designs and basin information.

Previous applications under the conceptual permit were also reviewed for information about the stormwater management system at the Airport. A list of applications that are currently available from SFWMD is included in Appendix B.

Airport Property Development Areas

The Airport property consists of approximately 3,800 acres of developed and undeveloped land. Due to funding limitations and the need to update the existing stormwater master plan, this Stormwater Management Master Plan update concentrates only on specific areas for development within the core 861.42 acre airport area as the main focus of the calculations and models. Approximately 155 acres of offsite areas outside of the core airport were included in the existing and proposed conditions model to provide a comparison to previous conceptual permits and updates. Of that total, 23.25 acres discharges through Ditch A and 45.91 acres through Ditch B. An additional 85.8 acres is part of the present Fairwinds Golf Course and does not discharge through the airport system. A total of 1016.38 acres was included in the models.

Updated Basin Information of the Immediate Airport Site

The 1985 conceptual permit submitted by Greiner Engineering delineated the Airport basins that drained to Ditch A and Ditch B. HNTB updated the basins with a new naming convention in 2002 reflecting the significant development at the Airport in the interim.

Many of the basin lines have changed since the HNTB delineation in 2002 because of additional development. After the new topographic survey information was incorporated into the Airport base map, revised basin boundaries were drawn for the drainage basin map. The immediate Airport site now has 34 delineated basins. Each basin number represents one outfall or connection point to the canal systems. The basins are further divided into sub-basins based on drainage patterns or properties. Basin Maps and Basin Comparison Maps of HNTB and LPA delineations are included in Appendix C.



The core airport property was surveyed using ground survey and cross sections. Information from previous surveys was used to the extent feasible. The new survey was completed in North American Vertical Datum of 1988 (NAVD) elevations. Most of the previous survey data had been completed in National Geodetic Vertical Datum of 1929 (NGVD) and were converted. The conversion between the points is $NGVD - 1.51 \text{ ft} = NAVD$ at the Airport.

The drainage basins of the Airport were delineated based on the current topographic survey and field reviews. A small portion of the study area was surveyed to define representative cross sections to generate contours for basins 24, 25 and 26. Since these basins were mapped using less detailed survey methods, the contour information may be less accurate than the information developed for the remaining basins. Regardless, the contours used in the Existing, Interim and Proposed Conditions models should not be used as a basis for detailed design.

The HNTB basin delineation used an alphanumeric naming convention. The new delineations were assigned a numeric identifier to differentiate the revised basins from the previous version. The existing Stormwater Management Facilities (SWMFs) on site will retain their alphanumeric names. A new existing conditions basin map and a basin comparison map are provided in Appendix C.

Points of discharge from the immediate Airport site have been classified as either "outfalls" or "connections" throughout this report. An "outfall" is a discharge point from the immediate Airport site to an Airport maintained ditch. A "connection" is a discharge point from the immediate Airport site, or an Airport maintained ditch, to a FPFWCD canal. See the outfall and connection location map in Appendix C.

Based on limited field reviews, the SWMFs on site appeared to be operating as designed and in general conformance with the existing permits. A detailed evaluation of operation of each specific facility should be performed as part of the stormwater investigation when any significant alteration, modification or expansion is proposed in conjunction with a future project.

New Runway

The new runway 10L/28R and parallel taxiway were designed by PBS&J in 2007. The model was accepted under Permit number 56-00293-S, Application number 061120-15.

Airport West Commerce Park

The Airport West Commerce Park (100.7 acres) was permitted under Permit number 56-02221-P. The development has roads and a regional stormwater management system in place. Water quality treatment volume for the existing development infrastructure is accounted for in the wet detention SWMF, which provides 10.31 ac-ft of storage, per Permit Application number 060127-14. Future development of parcels within Airport West Commerce Park will require an additional $\frac{1}{2}$ " of dry pre-treatment prior to discharge to the regional stormwater management system.



A permit application (061109-22) was submitted to SFWMD for Phase II of this development, but was withdrawn. The proposed development was located on the east side of Taylor Dairy Road across from the existing Airport West Commerce Park location.

Aquaculture Property

The aquaculture property (37.4 acres) is located in the northwest corner of the Airport property. This property is currently being considered for redevelopment. Past permits of this property were filed under Permit numbers 56-01252-P and 56-01239-W. Any future redevelopment of this property must be permitted with the SFWMD and other appropriate agencies and is not included in this update.

Fairwinds Golf Course

The Fairwinds Golf Course (211 acres) is to the northeast of the immediate Airport site. The golf course was built on an old landfill site. This area is reported to be a closed basin and all runoff is assumed to be contained and treated on site. The SFWMD permit numbers associated with the property are 56-01026-W, 56-01031-S and 56-00020-D.

Eastern Property

The Airport owned property east of the immediate Airport site that runs near US Highway 1 along Ridgehaven Road (approximately 103.3 acres). A portion of this land (20 acres) was recently sold, subdividing the Airport property. This area is not proposed to be developed in the 10 year plan.

Environmental Considerations

The conceptual permit update planned for a detailed environmental assessment for the Airport property. However, most of the anticipated and planned development within the 5-10 year period involves the immediate Airport site. Therefore, the environmental effort was scaled back and focused on the areas planned for development and redevelopment in the 5-10 year period of analysis.

Wildlife Survey

A wildlife survey was conducted by EW Consultants, Inc. for the Airport property. Their report is provided in Appendix D.

Wetlands

Wetlands delineation was also completed by EW Consultants, Inc. Their complete report is provided in Appendix D.

Outstanding Florida Waters

There are several areas that are designated as Outstanding Florida Waters in the St. Lucie County area. The project area of interest ultimately discharges to the Indian River which is listed as an Outstanding Florida Water (OFW). The additional requirements for treatment of stormwater flowing to this waterway involve anti-degradation requirements. See Chapters 62-4 and 62-302 of the Florida Administrative Code for more information regarding these requirements.



According to the Florida Department of Environmental Protection's website, an indirect discharge (the condition at the Airport) to an OFW must not significantly degrade the nearby OFW's.

303(d) Listed Waters

Section 303(d) of the Clean Water Act requires states to develop a list of waters not meeting water quality standards or not supporting their designated use. Many of the watersheds in St. Lucie County were listed in Florida's 1998 303(d) Listed Water Segments. The project site is located in the Belcher Canal Basin which was included on this list of impaired waterways.

The SFWMD C-25 Canal (Belcher Canal) was listed as impaired for dissolved oxygen (DO) and nutrients. Any future development will need to be coordinated with SFWMD to incorporate and utilize best management practices to the maximum extent practical.

Floodplain Analysis

The Airport property covers several FEMA flood insurance rate maps. See Figure 5 and Appendix D for approximate property boundaries on a composite drawing of the FEMA maps. There is no planned development within the FEMA 100 year floodplain during the 5 – 10 year period of analysis.

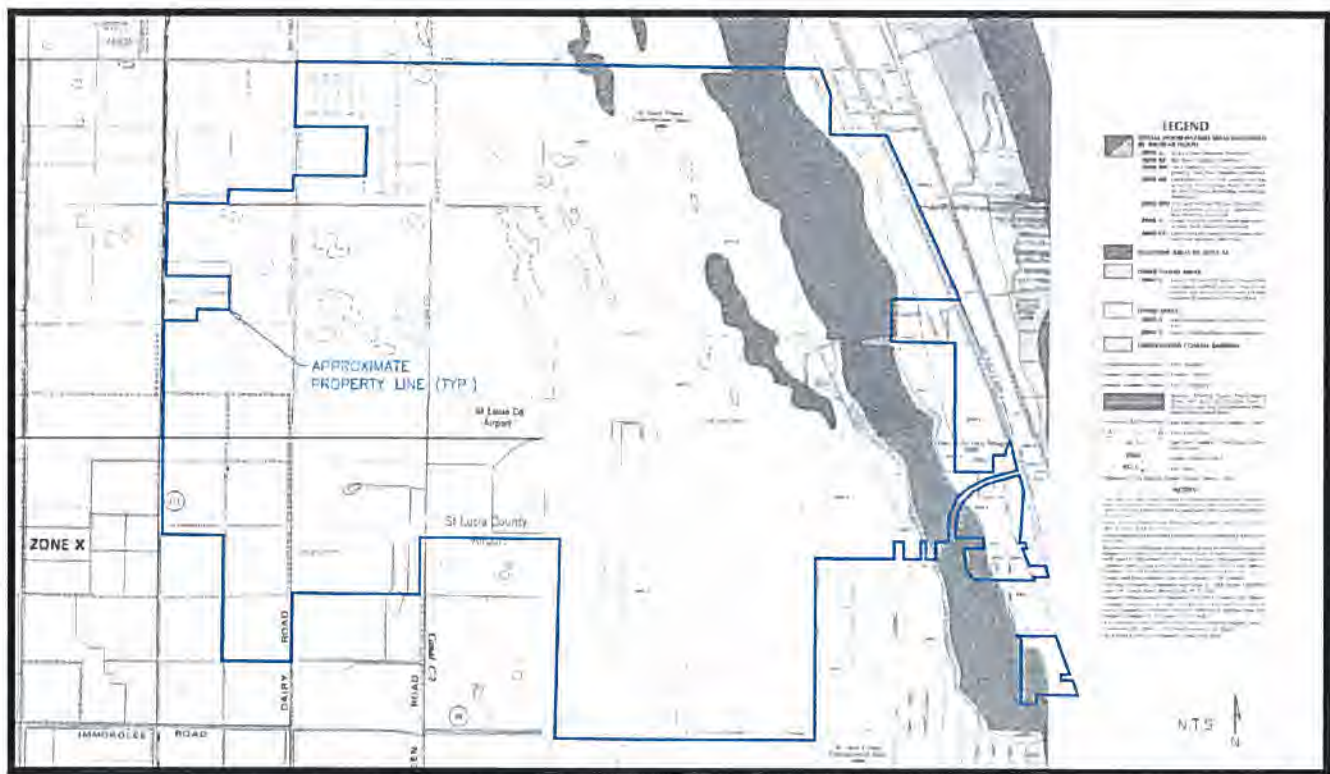


Figure 5: Flood Insurance Rate Map Composite



Soils and Geotechnical Information

Dunkelberger Engineering and Testing, Inc. completed a geotechnical survey and report in conjunction with this Stormwater Management Master Plan update. Their field work included 18 boring locations with varying tests including corrosivity, permeability, profile determination and seasonal high water table determination. The report detailing their investigation is provided in Appendix D.

Calculation and Model Discussion

The calculations and hydraulic model developed with this report are intended to obtain an updated conceptual stormwater permit. They do not provide detailed descriptions of every basin. More detailed analysis and design for individual projects will be necessary to obtain a construction permit under the conceptual permit.

The SFWMD Environmental Resource Permit Information Manual (ERP Manual), Volume IV, released November 2009, was used as the guide for calculations on this project.

Model Selection and Development

The LPA Group, Inc. (LPA) recommended, and with the approval of the Airport, utilized the Interconnected Channel and Pond Routing modeling program (ICPR v3.10) to model the stormwater system of the immediate Airport site. This program was chosen because of its wide range of use in the State of Florida. If the Airport, FBO, or sub-lessee has a project that is completed by another engineering firm, it is likely that the firm will have ICPR, or will be able to obtain it. It is important for the Airport to maintain and update this model to reflect each development or redevelopment project.

Each sub-basin is represented in the model by at least one basin node and link. The existing conditions model contains 131 sub-basins. The present design (interim) conditions model incorporates the permitted improvements to Pond I and Taxiways A, B and C into the existing conditions model and has 133 sub-basins. The proposed conditions model reflects the planned development and construction improvements to the drainage system with a total of 135 sub-basins.

Control Elevation

The control elevations used to calculate the curve number were obtained from permitted values, geotechnical and field investigations, past studies and assumptions of ground water elevations based on surface conditions. If no other information was available, the seasonal high water table (control elevation) was assumed to be one foot below the lowest ground elevation provided that field review and photographs of the site showed no standing water or saturated conditions. The ground water was assumed at or above the ground surface if there appeared to be soggy or saturated conditions. See Tables F.3.A and B for assumed seasonal high water table elevations used in the models.

This was deemed to be an important part of the stormwater analysis due to the fact that several of the historical permitted values did not correlate well with the hydrology patterns that were visible on site. Each control elevation was reviewed according to the parameters above for an educated assumption of



the control elevation. All future construction permit applications will require geotechnical investigations to determine the control elevations for each individual project.

The geotechnical report includes 18 soil borings performed at future project areas. See the geotechnical report in Appendix D for seasonal high water table depths.

Curve Number

The curve number used for the Natural Resources Conservation Service (Soil Conservation Service) (NRCS/SCS) method of runoff estimation was calculated using the soil storage method from the SFWMD ERP Manual. This method calculates a curve number based on the available water storage in the soil using the average basin elevation, the percentage of impervious area, the depth to the seasonal high water table (control elevation) and the compaction of the soil.

All soils were assumed to be compacted due to development of the site. This assumption was carried through to the undeveloped areas for consistency and conservancy. Table 2 includes the values that were used in the curve number calculations. The curve number calculation spreadsheet is included in Appendix F.3.

Table 2: Soil Storage (Flatwood)

DEPTH TO WATER TABLE (FEET)	AVAILABLE SOIL STORAGE (INCHES)	REDUCED SOIL STORAGE* (INCHES)
1	0.6	0.45
2	2.5	1.88
3	5.4	4.05
4	9.0	6.75

*Reduced due to compaction of the soil per SFWMD ERP Manual Volume IV 2009.

The average basin elevation was calculated by averaging the highest basin elevation and the control elevation or the lowest surface elevation (whichever was higher). This method only accounted for the available storage below the ground surface and above the control elevation.

Stage-Volume Area

Stage-area nodes were used in the model to account for flood storage. The storage area was calculated using a 'glass wall' method where the sub-basin boundaries act as vertical walls for storage. Relief weirs were modeled between several sub-basins to account for overland flow between them during higher runoff events.

The basin stage-area was conservatively estimated by determining the area of each contour and neglecting the area of the building footprints. Appendix F.2 includes the stage-area tables for each basin in the model. The building footprints were included in the total basin area.



Time of Concentration

The time of concentration was calculated using NRCS/SCS TR55 methods. The channel flow calculation was neglected to be conservative in the design of stormwater management facilities. Time of concentration calculations and notes are included in Appendix F.4.

Directly Connected Impervious Area

The directly connected impervious area (DCIA) was considered to be accounted for in the curve number calculations, therefore, the DCIA coefficient in the model was set to zero for all basins.

Rainfall Depths

Table 3 gives the rainfall values that were used in the model simulations. The rainfall depths were taken from the SFWMD ERP Manual rainfall curves. The curves are provided in Appendix F.1 for reference.

Table 3: Rainfall Depths

MODELED RAINFALL DEPTHS				
5YR 24HR	10YR 24HR	10YR 72HR	25YR 72HR	100YR 72HR
4.8 inches	5.8 inches	8.5 inches	9.5 inches	11.2 inches

Rainfall Distributions

The table below gives the rainfall distributions that were used for each modeled storm in ICPR.

Table 4: Rainfall Distributions

MODELED RAINFALL DISTRIBUTIONS				
5YR 24HR	10YR 24HR	10YR 72HR	25YR 72HR	100YR 72HR
FLMOD	FLMOD	SFWMD72	SFWMD72	SFWMD72

Unit Hydrograph

The peak rate factor affects the rising and receding limbs of the runoff hydrograph. The standard value for most of the United States is 484. However, the SFWMD ERP Manual recommends a peak rate factor of 100 or 256, depending on the slope of the land. A value of 256 was used for all model calculations for this project to be consistent with past models of the Airport property.

Stormwater Management Issues

Based on several field reviews it is apparent that one of the key issues regarding the Airport stormwater system is maintenance. The SFWMD has permitted all stormwater facilities on the Airport property under SFWMD Permit 56-00293-S and holds the Airport responsible for the maintenance of all of the permitted facilities on its property. The Airport holds the lessees and sub-lessees that have prepared the permit applications and constructed the facilities responsible for maintenance on their properties. The Airport itself has sole responsibility for the master stormwater system and is working within the constraints of budget cutbacks and limited personnel to keep its system functioning as permitted with the SFWMD. In order to achieve this goal, more definitive maintenance standards and schedules should



be established to ensure that all parties are maintaining their respective facilities to meet the requirements of the Master permit. This will allow the Airport to verify maintenance responsibilities and required actions with all parties involved. See the Maintenance Recommendations section for information on suggested maintenance activities.

Another issue is that several permitted stormwater facilities are currently listed as obstructions with the Federal Aviation Administration (FAA) Airport Facility Directory (AFD) for penetrating the surface of the Runway Safety Area (RSA) inside the Runway Object Free Area (ROFA). These facilities have been under review of the Airport and are a key priority for improvement. See the Stormwater Facility Improvement Recommended Projects section in the report for the proposed projects regarding these issues.

The Airport has some areas within the Airport Operations Area (AOA) that tend to remain wet for parts of the year, particularly during periods of consistent rainfall. These areas have been identified for possible drainage improvements to reduce their attractiveness to wildlife and to facilitate mowing and other routine maintenance operations. See the Stormwater Facility Improvement Recommended Projects section in the report for the proposed projects regarding these issues, including the Culvert Basins 16.04 & 16.03 project.

Providing adequate stormwater treatment and attenuation in areas with very high water tables can be challenging. This is especially true at and near Airports due to the fact that dry stormwater facilities are preferred by FAA to reduce the attractiveness to wildlife and improve safety for the Airport.

Regulatory Agencies

The following entities were found to have regulations regarding stormwater that may affect the design of a project at the Airport. Any future construction permits must verify that the design meets all requirements for the appropriate regulatory agencies.

- South Florida Water Management District (SFWMD)
- Fort Pierce Farms Water Control District (FPFWCD)
- Florida Department of Environmental Protection (FDEP)
- United States Army Corp of Engineers (USACOE)
- Fish and Wildlife Service (FWS)
- Federal Aviation Administration (FAA)
- St. Lucie County
- Florida Department of Transportation (FDOT)

Permit Compliance

All stormwater construction permit applications for the Airport are currently in compliance with the South Florida Water Management District. The current basin map by LPA shows three sub-basins that exceeded the original conceptual permit limitation of 80% impervious area (sub-basins 02.05, 02.06 and



14.01). However, the overall basins that these sub-basins are a part of are below the 80% requirement. The LPA existing conditions model assumes that there is sufficient permitted treatment and attenuation volume to cover the sub-basins in downstream regional SWMFs within the overall basins.

Following the conceptual stormwater permit and maintaining records of the stormwater management system is essential to sustaining the Airport's overall goals for planned growth and development. The Conceptual Permit should be considered a primary governing document for planned development at the Airport. Adherence to the Airport Master Plan, the Stormwater Master Plan and the updated Conceptual Permit should be stressed to all parties involved with improvement of the Airport. Any future construction plans must be approved by the Airport before being submitted for permitting through SFWMD and FFWCD as applicable.

It is also recommended that the Airport establish and maintain a stormwater accounting record for all stormwater facilities on-site. This will allow future stormwater treatment and attenuation designs to be verified for compliance and consistency with the conceptual permit.

The Airport has made every effort to maintain and correct compliance matters under the conceptual permit for the stormwater facilities on site. The Airport is ultimately responsible for maintenance of all permitted stormwater facilities within the Airport boundaries that have been permitted under the conceptual permit. It may, as part of a lease or sale contract, transfer the responsibility of maintenance to another party.

Suggested Projects

It is imperative that the Airport program at least one project with stormwater involvement at a maximum interval of two years. This is necessary under SFWMD rules to keep the Conceptual Stormwater Permit in force. These projects can range in size and could be combined with Airport Master Plan improvement projects.

A significant function of this report is to estimate the stormwater requirements of possible projects within the next 5-10 years of development at the Airport. The list of suggested projects has been coordinated with the Airport Master Plan update that is concurrently being completed by LPA under a separate contract.

Some key issues to note in the design of stormwater systems at the Airport include FAA required clearances and bird hazards. FAA has rigid standards that define the minimum offsets and surfaces where drainage features may be placed (FAA, 2008) (FAA, 2006). FAA also has published an Advisory Circular (AC) about the bird hazards associated with Airport flight patterns (FAA, 2007). It is important to minimize all wildlife attractants, including open water and certain vegetation species near Airports and within the Airport flight approaches. Several projects have been recommended as part of this Stormwater Management Master Plan to address these FAA standards.



Recommendations

A continuing engineering effort focused on maintaining the Airport's stormwater management database and permit information is strongly recommended. This could be done either through the St. Lucie County Engineering Department or as a continuing contract with a consulting engineering firm. Several key functions of the contract could be:

- Maintaining the Airport's stormwater management model
- Keeping accounting records on the stormwater management facilities under the control of the Airport
- Reviewing all development proposals and plans for consistency with the Conceptual Stormwater Permit prior to submitting a construction permit to SFWMD.

A continuing contract will also provide independent verification for the Airport that all development on the Airport is consistent with the existing permits and goals of the Airport. It could also be used to evaluate the operation and maintenance of permitted stormwater facilities and any other minor engineering tasks as directed by the Airport.

Airport Improvement Projects

There are two main groups of recommended stormwater improvements;

- Airport Development - those that are proposed in support of future improvement projects proposed under the Airport Master Plan Update.
- Stormwater Facility Improvement - those recommended to improve existing drainage and stormwater management facilities.

Both types of projects are summarized in the following pages. Each project shall be required to install erosion control, temporary sediment protection and drainage improvements before beginning construction of each proposed project. The construction sequencing of each individual project will rely on the current needs of the Airport, contractor and permitting agencies at the time of detailed design. These demolition and construction sequence plans will be submitted as part of future construction permit documentation. It is possible that there will be periods of more intense development to allow the Airport to maintain operations during construction. To address this, future construction permits shall provide flood protection for both on and off-site areas for the most intense development phase of the construction project.

Airport Master Plan Development Projects

The following projects have been analyzed in conjunction with the Airport Master Plan Update. The following assumptions are the basis for the design and cost estimates associated with these projects:

- The projects are listed in general order of the anticipated construction schedule.
- All of the basin names in the project descriptions reference the LPA existing basin names.



- The plan sheets in Appendix E.4 show the proposed location for future facilities. These stormwater management facilities were placed according to future development plans, drainage basin divides, and overall drainage system coherence.
- The plan sheets show complete future build out conditions and reference proposed basin names.
- In basins with an existing permitted SWMF, the treatment volume for wet detention was calculated at 2.5" times the percent impervious area times the basin area. In those basins without a previously permitted treatment volume, the volume for wet detention was calculated as 1" over the entire basin area. All of the proposed detention areas for the Airport are dry detention therefore the volume required is 75% of the volume required for wet detention.
- The unit costs used to develop the estimate are from the FDOT current bid price history for the St. Lucie County area.

Widen Taxiway C

Project Purpose:

NOTE: Taxiway C is currently under a separate design contract to widen and upgrade the Airplane Design Group (ADG) of the taxiway to Group III. This change includes widening approximately 3100 feet of taxiway from the current 35 feet to the required 50 feet, increasing the Taxiway Safety Area (TSA) width. SFWMD (Application 101206-18) and FPFFCD permits for this project have been obtained, and these permitting agencies have requested that the updated Master Drainage Plan reflect the permitted modifications to the pre-existing drainage conditions.

To accommodate the permitting agencies request that the Master Drainage Plan update reflect the Taxiway C project as permitted, the original project discussion has been modified to discuss the improvements in two phases; the Taxiway C improvements provided in Application 101206-18 and a future second phase which contains the modifications necessary to accomplish the remaining changes. An ICPR model reflecting the present design (interim) conditions is included in the Master Drainage Plan. The design contract project eliminated the need for the detailed discussion on the alternates initially developed for the Master Drainage Plan update.

The Master Drainage Plan update improvements identified for this area required several changes not all of which were accomplished by the Taxiway C project. The improvements for the Widen Taxiway C project are depicted on Exhibits E.4.A.1 and E.4.A.2.

The following improvements to Pond I were accomplished by the Taxiway C project including providing some addition safety improvements for the Taxiway A widening:

- The Pond I outlet control structure was modified to provide additional treatment volume
- The pond slopes adjacent to Taxiway C and Taxiway A were reconstructed to provide the required TSA



- The existing side-filter underdrain in the north side slope was replaced due to the slope reconstruction
- The pond bottom was re-graded where required.

The southeast 1635 feet section of Taxiway C, which drains to Pond C, is treated and attenuated in Pond C. There is no additional pavement proposed on the southeast section since the existing pavement is 50 feet wide.

Suggested Solution:

Ultimately, Pond I would be expanded to offset the runoff volume generated by other projects in Basin 14 by removing a portion of the present access road to join Ponds I and H. Pond H may also be expanded east to the Maintenance Building parking area to maximize the storage and treatment volume available in the combined SWMFs.

Widen Taxiway A

Project Purpose:

NOTE: Taxiway A is also currently under a separate design contract for widening to increase the group of the taxiway to ADG III. This includes widening approximately 1,500 feet of 35 feet wide taxiway on the west end to 50 feet and increasing the TSA width. Minor safety improvement to Taxiway B and improvements to remove an open water body from the infield between Taxiway A and Runway 10R/28L are also included in this project. See Culvert Basins 16.04 & 16.03 for further information.

SFWMD (application 110215-2) and FPFCD permits for this project have been obtained, and these permitting agencies have requested that the updated Master Drainage Plan recommendation for this project reflect the permitted modifications to the pre-existing drainage conditions.

Discussion:

The following improvements were accomplished by the Taxiway A Widening project.

- Rehabilitation and widening of Taxiway A
- Safety widening of Taxiway A and B at intersecting taxiways to meet FAA criteria.
- Provided two SWMFs for the widened taxiway via new stormwater treatment swales on the south side of Taxiway A.
- Re-graded a conveyance ditch that falls within the TSA of Taxiway B and provided the same storage volume as the previous swale configuration.
- Culverted an open water body between Taxiway A and Runway 10R/28L and reconstructed the SWMFs to provide dry detention while maintaining the same storage volume as the previous SWMF configuration.

The permitted design was incorporated into the Interim and proposed models. The Taxiway A widening is depicted on Exhibit E.4.B. The Taxiway B Improvements element included in the Taxiway A project was not identified and therefore had not been included as a Master Plan project.



Expand Terminal Building

Project Purpose:

The Terminal Building is proposed to be redesigned and expanded as part of the Airport Master Plan. The proposed expansion is currently under design and expands the impervious area by approximately 5,000 square feet. Treatment of the additional roof area is not required; however, the excess runoff must be attenuated.

Discussion:

As presently developed, there is very little area available in Basin 5 to provide storage and treatment for the additional impervious area from this project. This basin has approximately 60% impervious in the northern parts of the basin, with limited connected pervious area. Several options were considered to account for the expansion of the Terminal Building that are listed and discussed below:

- Redesign the existing ditch system.
- Capture the building runoff in underground storage cells.
- Create a dry SWMF southwest of the terminal parking lot.
- Expand the narrow, deep ditch from the Flight Academy parking lot.
- Use Best Management Practices (BMP's) and Low Impact Development (LID) techniques to offset the additional impervious area.

There is a permitted treatment swale system that captures and treats a significant portion of the entrance road and terminal parking lot. This system could be redesigned and possibly expanded as part of the Terminal Building expansion.

Stormwater runoff from the Terminal Building could also be captured in underground storage cells. The storage cells could then provide irrigation water for landscaping or the volume could be released over time to provide attenuation. This option was not fully investigated due to the expense and maintenance issues associated with underground storage. The seasonal high groundwater elevation may also impact the use of the underground storage cells.

Another option is to provide a dry SWMF southwest of the Terminal Building and parking lot. There are existing monitoring wells in this area that are actively monitored for evidence of contamination from a fuel spill in 1998. This would make the site unavailable as a SWMF site until the monitoring wells indicate that the contamination has dropped to an acceptable level, or until the site has been remediated.

Expanding the existing ditch from the Flight Academy was considered to increase the storage volume available in the basin. This option was discarded due to the current lease boundaries and rights of development to the ditch.



Use of other innovative stormwater BMP's could be utilized as part of this project, possibly in conjunction with the underground storage cells. Some options include pervious pavements, cisterns, rain gardens and similar LID techniques.

Suggested Solution:

It is recommended to utilize BMP's to offset the increase in impervious area, with a long term improvement of constructing a SWMF southwest of the Terminal Parking Lot and rerouting the existing ditch around the new SWMF location. This project is included in the proposed conditions model and is depicted on Exhibit E.4.C.

Expand Customs Building

Project Purpose:

The Customs Building is proposed to be redesigned and expanded as part of the Airport Master Plan. This is a stand-alone building and is part of Basin 4. It was estimated that approximately 15,500 square feet of additional impervious area would be created by this expansion. Treatment of the additional roof area is not required; however, the excess runoff must be attenuated.

Discussion:

The Customs Building expansion has similar limitations as the Terminal Building Expansion Project. There is very little room to account for storage and treatment from additional impervious area in Basin 4. This basin has approximately 80% impervious in the northern part of the basin (Basin 04.01), with very little connected pervious area.

The basin impervious percentage will need further reduction through the use of BMP's because of the recommended paving of the swale entrance from the apron.

Several options were considered:

- Capture the building runoff in underground storage cells.
- Treat the additional volume in the proposed dry SWMF southwest of the terminal parking lot.
- Expand the ditch from the Flight Academy.
- Use Best Management Practices (BMP's) and Low Impact Development (LID) techniques to offset the additional impervious area.

This project has been considered in conjunction with the improvements necessary from the Terminal Expansion project. The recommendations are similar due to the proximity and connection between the projects.

Suggested Solution:

It is recommended to utilize BMP's to offset the increase in impervious area, with a long term improvement of constructing additional volume in the proposed SWMF southwest of the Terminal



Building and parking lot. This project is included in the proposed conditions model and is depicted on Exhibit E.4.C.

Reconfigure Terminal Parking

Project Purpose:

The terminal parking lot is proposed to be reconfigured to allow for more parking for a future rental car facility at the Airport. There is no anticipated expansion of impervious area with this development.

Discussion:

While this project does not require additional treatment volume, the parking area may be redesigned to use BMP's to decrease the percentage impervious and improve the quality of stormwater runoff.

- Provide stormwater volume in depressed landscaped islands in the parking area (bioswales or rain gardens).
- Investigate the use of permeable pavements.

Suggested Solution:

It is recommended to utilize BMPs to offset the increase in impervious area of this basin even though this project does not directly increase the impervious percentage. The ultimate development of the sub-basin is included in the proposed conditions model to include the Terminal and Customs Building expansions. The suggested solution is depicted on Exhibit E.4.C.

Extend Perimeter Road

Project Purpose:

An all-weather perimeter road is proposed within the Airport Operations Area (AOA) outside of all safety areas. The portion of the perimeter road south of Taxiway A that will tie into Hammond Road is being considered as a part of this study.

Discussion:

A portion of the proposed perimeter road is located near Ditch B and Hammond Road south of Taxiway A. Overland flow to shallow roadside swales with outlet control structures is the recommended method of providing treatment and attenuation for the runoff from the additional impervious area. The swales should be designed to provide treatment of the water quality volume.

Much of the proposed perimeter road location is within an old landfill boundary that will be purchased and become part of Airport property. The proposed shallow swale system would collect the runoff from the length of the road and discharge it away from the old landfill site to Canal 2 or Ditch B, as applicable, after treatment. If a pervious material such as recycled asphalt pavement (RAP) or open graded gravel placed on a filter fabric is used in lieu of an impervious surface, construction of swales is still recommended to avoid the development of washouts under larger storm events. The proposed model includes the highest impact scenario to be conservative and includes a fully impervious road surface.



The security fence will be relocated as necessary to allow maintenance access from the proposed perimeter road and maintain a secure AOA boundary.

Suggested Solution:

Shallow roadside swales with outlet structures are recommended to provide for treatment of the water quality volume and are included in the proposed conditions model. This solution is depicted on Exhibit E.4.D.

Airport Rescue Fire Fighting (ARFF) Helipad and Facilities

Project Purpose:

The Airport Master Plan includes a project to expand the existing ARFF facilities to include additional buildings and a helipad.

Discussion:

Several options are available for expanding the drainage to accommodate the construction of additional impervious area.

- Locate a new SWMF to the west of the ARFF. This will require a new outlet structure to Ditch A.
- Expand the existing ARFF SWMFs to the north and east.

If the existing SWMFs are expanded, the outlet control structure will need to be studied and likely modified. This is a viable alternate if all of the proposed development can be routed to the existing SWMFs. However, if this is not possible, the suggested solution is to create a dry detention SWMF on the west side of the existing development closer to the proposed development site. The SWMF location and configuration can be adjusted in future design.

Suggested Solution:

The recommended alternative includes a small SWMF to treat the helipad and new building area to the southwest of the existing ARFF building. This SWMF would then discharge to Ditch A. This project is included in the proposed conditions model and Exhibit E.4.E.

Expand Electrical Vault

Project Purpose:

The electrical vault is being considered for future expansion as a project under the Airport Master Plan.

Discussion:

A shallow treatment swale would provide the required treatment and attenuation volume. A paved overflow spillway from the swale would allow for infiltration in the swale for smaller storms and allow larger flows to discharge overland, similar to the existing system.



Suggested Solution:

A treatment swale is proposed to provide stormwater management for the additional impervious area. This project is included in Exhibit E.4.F.

Realign Taxiway D1 and Extend D to 28L

Project Purpose:

This project includes removing the existing Taxiway D1 and replacing the pavement area with a more efficient alignment to intersect Taxiways D and A. A perpendicular taxiway, Taxiway D, is also proposed to allow for efficient traffic flow to Runway 28L.

Discussion:

This project corrects a non-standard taxiway alignment and allows for a holding pad to be added on Taxiway D1 before crossing Taxiway D. This project adds impervious area and bisects a permitted drainage system. The displaced volume will need to be replaced and increased within the basin to allow for treatment of the additional impervious area. This can be accomplished by expanding and reconfiguring the existing stormwater facilities and adding dry detention areas as needed with future design.

This project may influence the design of the Stormwater Management Master Plan Recommended Project Pipe 23.03, 23.04 & 23.05. Future development and the Airport's overall drainage system improvements will need to be considered in this drainage design.

Suggested Solution:

The recommended plan is to replace and expand the existing stormwater volume to provide treatment for the additional impervious area. The SWMF that is bisected will be redesigned for a smaller drainage area, and the existing SWMF in Basin 23.08 will be expanded to account for the displaced volume. An additional dry retention area is proposed to be provided in the infield area between Taxiways A, D and E. The recommended alternative is included in the proposed conditions model. This solution is depicted on Exhibit E.4.G.

Taxiway A Holding Pad A1

Project Purpose:

An aircraft holding pad is proposed on Taxiway A across from Taxiway A1. The additional impervious area from this project will need to be treated and attenuated in the infield area between Taxiways A, B and E.

Discussion:

The most feasible solution for this project is to grade the infield area to provide the treatment and attenuation volume. Positive drainage can be provided for the dry detention area by connecting the drainage into the existing inlet in Basin 23.01. The existing inlet would be replaced with an outlet control structure. Two alternates were suggested for draining the dry detention area:



- Grade the dry detention around a new inlet / outlet control structure to meet the treatment requirements.
- Drain the dry detention area with an underdrain system and tie the outlet pipe to the existing structure.

All FAA requirements will be met for grading and placement of drainage.

Suggested Solution:

The recommended alternate is to grade a dry detention facility to capture the runoff from the additional impervious area near the existing inlet location in Basin 23.01 and provide a replacement outlet control structure. This solution is included in the proposed conditions model and is shown in Exhibit E.4.H.

East Taxiway A Holding Pad

Project Purpose:

An aircraft holding pad is proposed on Taxiway A across from Taxiway E. The additional impervious area from this project will need to be treated in the infield area between Taxiways A, D and E.

Discussion:

The most feasible solution for this project is to grade the infield area to provide the treatment volume for the additional impervious area. Positive drainage can be provided for the dry detention area by designing a new outlet control structure that outlets to the existing inlet in Basin 23.03. Two alternates were evaluated for providing positive drainage for the dry detention area:

- Connect the existing inlet in Basin 23.05 to the new outlet control structure and install pipe to connect to the existing inlet in Basin 23.03. The existing inlet in Basin 23.05 should be modified by replacing the grate with a manhole lid set at grade with the proposed grading plan.
- Design and install a new outlet control structure and pipe to the existing inlet in Basin 23.03.

The best solution is to convert the existing structure in Basin 23.05 to an outlet control structure connected to an existing pipe and inlet and proposed pipe to an existing inlet in Basin 23.03. Further it is suggested to combine the Pipe 23.03, 23.04 & 23.05 Stormwater Management Master Plan Recommended Project with the drainage design for this project.

The alternate solution may be utilized when the Realign Taxiway D1 and Extend Taxiway D Project is constructed. It includes separating Basin 23.04 from Basin 23.05, which would allow for more flexibility in placing the outlet control structure in Basin 23.05.

All FAA requirements will be met for grading and placement of drainage.

Suggested Solution:

The recommended solution is to convert the existing structure in Basin 23.05 to an outlet control structure connected to an existing pipe and inlet and proposed pipe to an existing inlet in Basin 23.03. Further it is suggested to combine the Pipe 23.03, 23.04 & 23.05 Stormwater Management Master Plan Recommended Project with the drainage design for this project.



The recommended solution is included in the model and is shown in Exhibit E.4.I. The position of the holding pad and SWMF are contingent on future approval of the Airport Master Plan. If the location of the holding pad changes, the SWMF and proposed drainage may need to be revised.

Runway 14 Extension and Taxiway Development

Project Purpose:

Runway 14 is proposed to be extended, along with Taxiways A3 and B. This development also includes an aircraft holding pad on both taxiway extensions. FAA standards require that Runway 14 have a 1,000 foot runway safety area (RSA) at the end of the runway.

Discussion:

The Runway 14 Extension and Taxiway Development Project adds approximately 6.15 acres of additional impervious area to Basin 16. The location of the development is bounded by existing drainage swales on three sides. Two of these swales will be modified directly by the project limits, and the other one is proposed to be impacted indirectly for drainage purposes.

Two drainage SWMF locations were considered for this project:

- West of the Runway Extension and Taxiway Development project.
- East of the Runway Extension and Taxiway Development project.

The SWMF to the west of the project is also bounded by the existing perimeter fence and drainage features. It was also placed north of the Automated Surface Observing System (ASOS) and Glide Slope Critical Area near Taxiway A3.

The SWMF to the east of the project was bound by the abandoned runway, relatively high topography and an existing outfall ditch to Ditch B. It was determined that the entire treatment volume could be placed in this SWMF by removing and re-grading the beginning of the outfall ditch to Ditch B. The treatment SWMF could then outfall directly to the outfall ditch and into Ditch B. This flow path is longer and may provide greater attenuation than the alternate SWMF location.

The grading for this project is unknown due to the conceptual nature of the design, however, it is assumed that the infields will be graded to meet all FAA requirements and provide a drainage outlet to the SWMF(s). The location and size of the SWMF may vary due to the attenuation volumes attainable in the infield areas.

Both SWMF locations are reasonable options due to the probable inability to grade the entire development to one SWMF location.

Ditch B is located within the RSA of the extended runway; therefore, it must be relocated around the RSA or culverted the width of the safety area. The Airport can apply to the FAA for a modification to allow the ditch to run inside the Runway Protection Zone (RPZ) as long as it is outside the limits of the



RSA. This ditch modification would include construction of approximately 1,700 feet of new ditch, or approximately 616 feet of double box culvert. There may also be wetland impacts due to the extension that will need to be permitted. This ditch modification adds a considerable expense to the project estimate.

Suggested Solution:

The recommended solution is to treat and attenuate the Runway Extension and Taxiway Development projects in a series of infield dry detention and stormwater SWMFs to outlet to Ditch B. The SWMFs are included in the proposed model. Ditch B is required to be relocated outside the extended RSA of Runway 14. These suggested solutions are shown in Exhibit E.4.J.

It is assumed that this development will not be constructed in the 5-10 year period of analysis of this report due to the costs and possible impacts that may be associated with this project. However, the recommendations and estimates were included for future reference.

West General Aviation Apron

Project Purpose:

A small apron of 2500 square feet is proposed for the new training runway, Runway 10L/28R.

Discussion:

The apron is proposed to be located at the center point of the parallel taxiway, Taxiway F. This bisects a basin divide, so it is proposed to maintain the divide by crowning the pavement at the divide. The stormwater runoff from the apron can then be split into two detention areas to the east and west of the apron. The dry detention areas may then be connected to the existing Infield inlets or may be drained by other means to FFWCD Canals 2 and 3.

The stormwater system for this Runway was designed by PBS&J in 2008. This apron addition may have been accounted for in the stormwater calculations, so further research is necessary to locate any additional stormwater volume that has not yet been accounted for.

Suggested Solution:

The recommended solution is to divide the flow from the apron by maintaining a crown in the apron pavement to preserve the current basin divide. The stormwater runoff can then be connected to the existing system through culverts and drainage SWMFs or swales. This solution is shown in Exhibit E.4.K.

Non-Aviation Development of the Old Fairgrounds

Project Purpose:

The old fairgrounds (southwest corner of Airport property) are proposed to be developed for non-aviation purposes.



Discussion:

This property is proposed to be developed for uses such as multi-modal transportation, hotel developments and other commercial activities. It is highly recommended that regional treatment and attenuation facilities be designed to accommodate this development. It is possible that the stormwater facilities be designed in an aesthetic manner and be incorporated into the overall Airport stormwater system. The stormwater facilities should be designed as dry facilities to reduce wildlife attractiveness.

Existing Basins 06.09, 07.01 and 08.02 were assumed to be built out to 80% impervious for the future condition. The treatment volumes for those additional impervious areas were combined into a large regional facility in the proposed conditions model in Basin 06.10. A reduction in treatment volume for roof areas was not included in the calculations.

This project may also be combined with the Stormwater Management Master Plan Recommended SWMFs Basin 6 project.

Suggested Solution:

A regional dry SWMF is recommended for the Old Fairgrounds Development and is included in the proposed conditions model. This regional SWMF is depicted on Exhibit E.4.L.

Fixed Base Operator (FBO) Proposed Development

Project Purpose:

The two main FBO's at the Airport, APP Jet Center- Ft. Pierce (formerly Volo Aviation) and Key Air Treasure Coast have proposed development plans for their leased lands over the next 10-20 years.

Discussion:

The planned FBO development is subject to projected operations of the Airport. Regional stormwater SWMFs are recommended to provide treatment and attenuation for the planned developments. These development projects will need to be analyzed by the Airport to insure that construction is in accordance with the Airport and Stormwater Management Master Plans and SFWMD Conceptual Permit.

Suggested Solution:

These planned improvements have not been analyzed for this study, and will require further investigation before permitted for construction. It is recommended that the future development and improvements by the FBO's be reviewed and approved by the Airport for compliance with the overall growth plan of the Airport before SFWMD and FFWCD applications are submitted. The use of regional facilities for planned development is recommended to reduce the maintenance demands of multiple smaller stormwater facilities. This will also allow the Airport to revisit existing drainage designs during redevelopment to improve the function and appearance of the drainage on site.



Stormwater Facility Improvement Recommended Projects

The following projects are recommended to improve existing drainage and stormwater management facilities. These should be considered for inclusion with an Airport Master Plan Recommended Project whenever possible to minimize costs associated with smaller projects. They have been listed in general order of priority.

Culvert Basins 16.04 & 16.03

Project Purpose:

This project was designed and permitted as part of the Taxiway A Widening project and is included in the interim and proposed conditions models.

It was analyzed at the request of the Airport to remove an open water body from the infield between Taxiway A and Runway 10R/28L.

Discussion:

Ditch B is the main conveyance ditch draining most of the area north of the immediate Airport. Ditch B crosses under Runway 10R/28L through a double line of 38" x 60" ERCP. The pipe ends at a headwall just south of the Runway Safety Area (RSA) and discharges to an open water body in the infield. This open water body is flanked by two weir walls on the east and west and the exiting headwall on the south. A double line of 38" x 60" ERCP crosses under Taxiway A and outlets into an open ditch, Ditch B, just south of the TSA.

The infield area around the open water body has been graded to provide detention behind the weir walls. This area needs re-graded to provide dry detention with the future design.

The run of pipe under Runway 10R/28L is over 750 feet in length without an access structure. The normal water surface fully submerges the culverts making maintenance extremely difficult. A noticeable difference in water surface elevations across this pipe run was found indicating a possible obstruction.

Suggested Solution:

The recommended project is to culvert the open water body and design an outlet control structure to treat and attenuate the required treatment volume in the infield area. The infield would be re-graded to provide the treatment volume in a dry stormwater facility. An access structure is also recommended to be constructed north of Runway 10R/28L outside the RSA to provide an access point in the pipe. Consideration should be given to providing a debris control device at the headwall north of Runway 10R/28L to prevent clogging in the pipe. This permitted design configuration is depicted on Exhibit E.4.M.

Structure Basin 23.02

Project Purpose:

This project reconstructs a protruding drainage structure that is listed as an obstruction with the FAA AFD for penetrating the surface of the Runway Safety Area (RSA) inside the Runway Object Free Area



(ROFA). This project addresses a similar condition to the Structure Basin 22.01 project and may be combined under one construction contract.

Discussion:

Based on field observations, SFWMD permit documentation and preliminary geotechnical investigation, the existing structure was designed with an outlet control elevation that resulted in over-attenuation and encroachment of stormwater onto the taxiway under severe storm events. The over-attenuation may also have resulted in an elevated high ground water condition.

Survey has indicated that drainage features are located within the TSA and RSA in this basin. All drainage swales and detention areas must be outside of the safety areas according to FAA requirements. They should also be designed to remain dry throughout the year to reduce wildlife attractants. Standing water has been observed in the infield area for periods greater than 24 hours after a rainfall event.

Stormwater from Basin 23.02 ultimately discharges into Ditch A. The existing structure configuration has reduced the natural flows to the outfall. A modification of the outlet structure to allow slightly higher peak flows than the current structure would more closely match the natural flows of the basin, reduce the apparent water table mounding and decrease the wildlife attractants in the infield area.

Suggested Solution:

The recommended solution would be either remove and replace or reconstruct the existing drainage inlet to be flush with the SWMF bottom with a manhole lid and orifice. An additional inlet will be placed in the SWMF bank with a weir and grate. Although this may increase the peak flow from this basin, the additional discharge can be accommodated in the Ditch A outfall system. The required treatment volume would be achieved by re-grading the infield to create dry detention outside the safety areas. The outlet control structure will be redesigned to retain the required treatment volume and not exceed the height requirements of the ROFA. This project is included in the proposed conditions model. Exhibit E.4.N depicts this solution.

Structure Basin 22.01

Project Purpose:

This project reconstructs a protruding drainage structure that is listed as an obstruction with the FAA AFD for penetrating the surface of the Runway Safety Area (RSA) inside the Runway Object Free Area (ROFA). This project addresses a similar condition to the Structure Basin 23.02 project and may be combined under one contract.

Discussion:

Based on field observations, SFWMD permit documentation and preliminary geotechnical investigation, the existing structure was designed with an outlet control elevation that resulted in over-attenuation and encroachment onto the taxiway under severe storm events. The over-attenuation has created an elevated high ground water condition in the basin.



Survey has indicated that drainage features are located within the TSA and RSA in this basin. All drainage swales and detention areas must be outside of the safety areas according to FAA requirements. They should also be designed to remain dry throughout the year to reduce wildlife attractants.

Stormwater from Basin 22.01 discharges into Ditch B. The existing structure configuration has reduced the natural flows to the outfall. A modification of the outlet structure to allow higher peak flows than the current structure would more closely match the natural flows of the basin, reduce the apparent water table mounding and decrease the wildlife attractants in the infield area.

Suggested Solution:

The recommended solution would be either remove and replace or reconstruct the existing drainage inlet to be flush with the SWMF bottom with a manhole lid and orifice. An additional inlet will be placed in the SWMF bank with a weir and grate. Although this would increase the peak flow from this basin, the additional discharge can be accommodated in the Ditch B outfall system. The required treatment volume would be achieved by re-grading the infield to create dry detention outside the safety areas. The outlet control structure will be redesigned to retain the required treatment volume and not exceed the height requirements of the ROFA. This project is included in the proposed conditions model. This solution is depicted on Exhibit E.4.O.

Basin 14 - Pond I

Project Purpose:

This project would address the base flow observed discharging into Pond I.

Discussion:

A base flow has been observed flowing into Pond I, possibly from an artesian well in Basin 14. Past exploration efforts failed to locate the source, but a subsurface connection to the storm drain system was created to provide relief. As a result, there may be a base flow flowing through Pond I during much of the year. This flow is believed to be responsible for the minor amount of standing water observed during one field visit. An extensive geotechnical effort will be required to locate the source and cap the suspected artesian well to remove this flow from the system. Otherwise, the SWMF should be designed and permitted to handle a base flow.

Suggested Solution:

The artesian well should be located and capped to remove the base flow from Pond I.

Contingent SWMF Site for Basin 12

Project Purpose:

If additional attenuation becomes necessary for any reason, this potential SWMF site should be considered to provide attenuation volume. The SWMF location could either address Basin 14, or any Airport basin through compensatory treatment and attenuation.

Several alternate approaches should be evaluated:



- Basin 14 may be divided and combined with Basin 12. Construct a new SWMF around the base of the Air Traffic Control Tower strictly to provide any additional attenuation prior to discharging to Ditch B. The drainage area for this SWMF would be approximately half of the existing Basin 14. This would require a new control structure and pipe connection to Ditch B, extensive grading work and apron pavement removal.
- Connect the reserved SWMF to the expanded Pond I and H to create a large basin.
- Provide a control structure in Ditch B north of Runway 10R/28L. The control structure would result in a minor increase in the hydro-period in a large undeveloped portion of the Airport. This could be designed to address only a Basin 14 rate issue or reduce the entire Airport discharge rate.
- Provide a control structure in Ditch B in conjunction with the extension of Runway 14/32. The control structure would result in a minor increase in the hydro-period in a large portion of the Airport. This could be designed to address only a Basin 14 rate issue or reduce the entire Airport discharge rate.

Suggested Solution:

A new SWMF is recommended to be constructed around the base of the Air Traffic Control Tower if there are unanticipated needs for treatment and attenuation. This would likely require a new outlet control structure and pipe connection to Ditch B and extensive grading work. The proposed SWMF may be connected to the expanded Pond I - H or may be a separate SWMF depending on the needs of the stormwater system and future development goals of the Airport.

The cost estimate is calculated only for the proposed SWMF and the outlet control structure. Exhibit E.4.P shows this reserved SWMF location. The SWMF was not included in the proposed conditions model and is only shown for consideration in future designs.

Closed Infields CL 5 & CL 6

Project Purpose:

There are two infield areas near Taxiway C that do not have any positive drainage and recover solely through infiltration. The Airport has requested that a positive drainage outfall be provided for these infield areas.

Discussion:

Three alternates were discussed to provide drainage to the closed infield areas.

- Provide a drainage connection to the existing ditch between Taxiway C and the apron in Basin 14.02.
- Provide a drainage connection to Basin 03.01 with a bubble up structure to the infield area.
- Provide a drainage connection to the existing inlet in Basin 03.01.

The first alternative would require placing pipe under 4 taxiways and taxiway connectors as well as extending the ditch along Taxiway C. The second alternate uses a "bubble-up" outfall configuration with



all drainage directed to Basin 03.06. A bubble up structure would be recommended to provide a stormwater outlet. This project would also include placing pipe under 4 taxiways and taxiway connectors.

The final option would be to extend the pipe from the second option to tie the pipe in to Inlet 03.01, which is approximately 1200 feet away. This distance would greatly increase the cost of the project due to the length of pipe and the need for access structures.

Suggested Solution:

The recommended solution to address the lack of positive drainage is installing drainage structures in all four infield areas connecting Basins CL 5, CL 6, 06.03 and 14.01. This project will include placing pipe under 4 taxiways and taxiway connectors, with an outlet to the extended ditch along Taxiway C and the apron. This project is included in the proposed conditions model and is depicted on Exhibit E.4.Q.

Pipe 23.03, 23.04 & 23.05

Project Purpose:

The current structures in Basins 23.04 and 23.05 are connected but do not have a positive drainage outlet and recover solely through infiltration. The Airport staff has requested an alternative to this system to provide a positive outlet for all stormwater runoff.

Discussion:

Two alternates were evaluated to provide positive drainage for these basins:

- Connect structure 23.05 to 23.03 to provide a positive outfall to Ditch A for all infield areas.
- Connect 23.05 to 23.03 as the previous alternate to outfall 23.05 to Ditch A. Eliminate the connection between 23.04 and 23.05 by capping and plugging the pipe between the two inlets. The stormwater from Basin 23.04 would then be piped to Basin 23.08 to the expanded SWMF in Basin 23.08 from the Taxiway D1 Realignment and Extend Taxiway D to 28L project.

The first alternate would require the existing structures to be modified to provide the required water quality treatment and attenuation. This project should also be considered to be combined with the East Taxiway A Holding Pad project in the Airport Master Plan Recommended Projects section.

The second alternate would also require modifying the existing structures to provide the required water quality treatment and attenuation. It also provides additional attenuation and treatment in the secondary SWMF of Basin 23.08, as well as removing stormwater from the existing pipe system. This project would need completed in conjunction with the Taxiway D1 Realignment to be economically feasible.

Suggested Solution:

The recommended solution implements the first alternative and connects 23.05 to 23.03 with approximately 300 feet of pipe. The required treatment and attenuation volumes may be accounted for with SWMFs in the infield areas. This alternate is included in the proposed conditions model and is depicted on Exhibit E.4.R.



Pipe 24.03/24.04

Project Purpose:

The corrugated metal pipe (CMP) culvert under the east entrance to the former Jet Service Center is fully perforated with the invert corroded away. While it appears that the pipe is still functional, failure could block Ditch A with possibly severe hydraulic consequences. Further it represents a potential hazard should the collapse occur when the road was in use.

Discussion:

Ditch A is maintained by the Airport and the pipe falls under Airport responsibility. In discussion with Airport staff two alternates were considered:

- Replace the existing culvert with a hydraulically suitable pipe.
- Remove the pipe and the fill to match the cross section of Ditch A.

The first option would involve a simple hydraulic analysis to determine the type of pipe to replace the existing pipe. Other materials and end treatments than the existing CMP may be considered. The pipe would need to be excavated and replaced, and then the fill and driveway would need to be restored.

The second option would involve completely removing the pipe and driveway to match the existing cross section of Ditch A. This option may be possible due to future security improvements that would make the driveway unnecessary. In this instance, it may be better to remove the pipe completely to limit future security and maintenance issues. It also provides a minor increase (0.36 ac-ft) in the storage volume of Ditch A.

Suggested Solution:

Since replacement of the pipe would have a greater hydraulic impact on the system, this alternative was utilized in the proposed model. The model replaces the existing pipe with no changes to size, length or material. This project would involve excavating the driveway, removing the old pipe, and then replacing the pipe and repairing the driveway. The existing pipe is approximately 70 feet long. This solution is depicted on Exhibit E.4.5.

However, the final recommended alternative is to remove the driveway and pipe completely to enhance future security of the Airport and reduce maintenance efforts. The project cost estimate provides a cost breakdown for both alternates.

SWMFs Basin 6

Project Purpose:

There are two SWMFs in Basin 6 (Ponds A and B) that were designed and permitted as wet detention SWMFs. It is recommended to redesign these SWMFs to simplify the stormwater system and remove wildlife attractants near the AOA.



Discussion:

The existing SWMFs remain wet year round. Pond A is also part of a complicated drainage system that could be simplified and redesigned. The proposed concept is to either modify or remove the existing wet SWMFs and design dry detention elsewhere in the basin. The treatment and attenuation volume of the existing system would need to be replaced in the new design.

This project could be combined with the Non-Aviation Development of the Old Fairgrounds to create a cohesive stormwater system for the basin.

Suggested Solution:

Due to the proximity to the Airport, it is recommended that these SWMFs be redesigned to have a dry bottom elevation to reduce the attractiveness of the area to birds and other wildlife as well as provide improvements to the water quality from the outfall.

Re-grade Basin 22.02

Project Purpose:

Portions of the outfall ditch from Basin 22.02 fall within the RSA of Runway 10R/28L. The ditch boundary should be modified to meet all FAA safety area requirements.

Discussion:

The current drainage of this basin allows ponding of stormwater within the RSA which is not permitted by the FAA. Re-grading the ditch would be relatively straightforward and would require minimal fill and grading behind the existing headwall.

Suggested Solution:

Re-grading the ditch in Basin 22.02 would move the limits of the drainage ditch outside the RSA. The storage volume that is removed may need to be replaced within the same system. This solution is depicted on Exhibit E.4.T.



Engineer's Estimate of Proposed Cost

The approximate costs for the proposed projects are included in Appendix G. Please see the table included there for details of the estimated costs. Table 5 is a summary of the projects and their costs.

The unit prices for the projects were estimated from the April 2010 Florida Department of Transportation (FDOT) Area 11 Twelve Month Moving Area Average unit cost spreadsheet.

D - Airport Development Project

S – Stormwater Facility Improvement

Table 5. Engineer's Estimate of Proposed Costs

PROJECT	PROJECT TYPE S/D	COST	PLAN SHEET
Widen Taxiway C	D	\$351,422	E.4.A
Widen Taxiway A	D	\$56,636	E.4.B
Expand Terminal Building	D	\$98,905	E.4.C
Expand Customs Building	D	\$54,773	E.4.C
Reconfigure Terminal Parking	D	\$46,874	E.4.C
Extend Perimeter Road	D	\$82,386	E.4.D
Airport Rescue Fire Fighting (ARFF) Helipad and Facilities	D	\$21,942	E.4.E
Expand Electrical Vault	D	\$7,510	E.4.F
Realign Taxiway D1 and Extend D to 28L	D	\$127,595	E.4.G
Taxiway A Holding Pad A1	D	\$24,468	E.4.H
East Taxiway A Holding Pad	D	\$60,734	E.4.I
Runway 14 Extension and Taxiway Development	D	\$395,784	E.4.J
West General Aviation Apron	D	\$104,473	E.4.K
Non-Aviation Development of Old Fairgrounds	D	\$114,430	E.4.L
Fixed Base Operator (FBO) Proposed Development	D	-----	-----
Culvert Basins 16.04 & 16.03	S	\$225,796	E.4.M
Structure Basin 23.02	S	\$133,888	E.4.N
Structure Basin 22.01	S	\$130,079	E.4.O
Basin 14 - Pond I	S	-----	-----
Contingent SWMF Site for Basin 12	S	\$121,302	E.4.P
Closed Infields CL 5 & CL 6	S	\$155,168	E.4.Q
Pipe 23.03, 23.04 & 23.05	S	\$73,692	E.4.R
Pipe 24.03/24.04 Replaced	S	\$31,216	E.4.S
Pipe 24.03/24.04 Removed	S	\$18,506	E.4.S
SWMFs Basin 6	S	\$135,792	-----
Re-grade Basin 22.02	S	\$10,930	E.4.T



Model Results

ICPR v 3.10 was used to model the existing and proposed conditions of the Airport. The model inputs are provided in Appendix I. The model outputs and comprehensive results tables are included in Appendix J.

A master digital copy of this Conceptual Permit Update model should be maintained and used by the Airport to validate development proposals (approval would be a conditional Conceptual Permit update). The model should be updated as a development requirement after as-built information has been accepted by SFWMD. Developers shall use the most current model for project development and shall also provide the input files necessary to update the model. A record reflecting conceptual and as-built model changes should be maintained by the Airport, or the Airport's consultant.

Existing Conditions

The existing conditions model identified several significant areas where additional conveyance or Determine base flow sourcestorage enhancement is appropriate and necessary. However, the model determined that most flooding is temporary and major system enhancements are not required to meet current permit conditions.

Present Design (Interim) Conditions

The interim conditions model incorporates the permitted improvements to Pond I and Taxiways A, B and C into the existing conditions model.

Proposed Conditions

The proposed conditions model includes most of the Airport Improvement Projects described in the Airport and Stormwater Master Plan Sections. The outlet control structures for the proposed projects have been designed in accordance with the regulations from SFWMD and FFWCD as necessary.

Flow Comparison

Table 6 compares the existing and proposed flows for the pre-post comparison. The flows are taken at the outfall locations to the FFWCD canals as shown in Exhibits C.2 and E.2.

Table 6: Pre – Post Comparison

MODELED FLOWS for the 25 YR – 72 HR Event			
Outfall Location	Existing	Interim	Proposed
Canal 2	34.8 cfs	29 cfs	22.1 cfs
Canal 25 at Hammond Rd.	29.9 cfs	29.1 cfs	31 cfs
Canal 26 at Tailwind Drive	172.9 cfs	170.7 cfs	163.7 cfs
Basin 6 outfall to Canal 26	29.1 cfs	29.1 cfs	28.4cfs
Basin 7 outfall to Canal 26	0.9 cfs	0.9 cfs	-
Canal 26 at Curtis King Blvd	95.1 cfs	95.1 cfs	93.8 cfs



Maintenance Recommendations

One of the biggest issues for the stormwater system at the Airport is maintenance. This is also one of the most time-consuming, labor-intensive tasks, and can be very costly if neglected.

The SFWMD ERP Manual has a maintenance guide that has been included in Appendix H. The table below also details more exact recommendations to assist with maintenance schedules at the Airport.

Table 8: Maintenance Recommendations

STORMWATER FACILITY	MAINTENANCE RECOMMENDATIONS
Swales/Canals	<ul style="list-style-type: none"> Check after rainfall events for excessive ponding, erosion or blockages. Any issue should be corrected immediately. Mow and maintain regularly as needed to keep vegetation low.
Stormwater Inlets	<ul style="list-style-type: none"> Check after rainfall events for excessive ponding, erosion or blockages. Any issue should be corrected immediately. Check quarterly for structural issues to the grate and structure. Remove sediment from the structure to maintain clean flow.
Detention/Retention Areas	<ul style="list-style-type: none"> Check after rainfall events for excessive ponding, erosion or blockages. Any issue should be corrected immediately. Check all pipe entrances and exits monthly for blockages. Check all control structures monthly to maintain flow as designed and to assure that there are no structural issues. Mow dry areas regularly as needed to keep vegetation low.
Culverts/Pipes	<ul style="list-style-type: none"> Check after rainfall events for erosion or blockages. Any issue should be corrected immediately. Check monthly for structural issues to the culvert. Remove sediment to maintain clean, clear flow.
Outfall Structures	<ul style="list-style-type: none"> Check after rainfall events for erosion or blockages. Any issue should be corrected immediately. Mow and maintain regularly as needed to keep vegetation low. Check monthly for sediment buildup and for structural issues in need of repair. Structure elevations and dimensions should be compared to the permit information annually, and any discrepancies should be corrected immediately.



Conclusion

The existing system was evaluated by survey, field review and hydraulic modeling. Few significant deficiencies were found, most of which could be addressed with maintenance and reconstruction projects. Several projects have been outlined to correct and update the stormwater system while developing the Airport according to the Airport and Stormwater Master Plans. A pro-active approach to maintaining and updating the stormwater management model is recommended. This would include developing an accounting procedure to track permitted systems and updating the records of the various SWMFs and basins as improvements and development occurs in the future. The Airport may consider hiring a consultant to complete this task, as well as any other minor Airport Improvement Projects at the direction of the Airport.

It is also suggested that consideration of a second phase or a second conceptual permit be developed for the portions of the Airport outside the immediate Airport site. It is further suggested that a map of the Airport with a one foot contour intervals be developed either independently or in conjunction with the development of the conceptual stormwater permit for the balance of the Airport property.

EXHIBIT 3

APP Lease

SECOND AMENDED AND RESTATED LEASE AGREEMENT**THIS IS A SECOND AMENDED AND RESTATED LEASE AGREEMENT**

(this "Lease"), dated as of May 16, 2008, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida ("Lessor"), as successor in interest to the St. Lucie County Port and Airport Authority (the "Authority"), and **AIR CHARTER OF FLORIDA, INC.**, a Florida corporation ("Lessee").

WITNESSETH

1. The Authority and Lessee entered into that certain Lease Agreement, dated as of March 12, 1992, recorded March 18, 1992, as file no. 1169213, in O.R. Book 780, Page 2359 in the Public Records of St. Lucie County, Florida (the "Original Agreement"), for a fixed base operation ("FBO") on certain property owned by the Authority at the St. Lucie County International Airport (the "Airport").

2. The Original Agreement was amended and restated by that certain Amended and Restated Lease Agreement, dated as of January 27, 2003, by and between Lessor, as successor in interest to the Authority, and Lessee, recorded January 27, 2003 as file no. 2149476, in O.R. Book 1648, Page 1857 in the Public Records of St. Lucie County, Florida (the "First Amended Lease"; the Original Agreement together with the First Amended Lease, collectively, the "Prior Lease").

3. Lessor and Lessee desire to correct the property description of the premises demised by the Prior Lease and to modify and update the terms and conditions of the Prior Lease.

4. Lessor and Lessee desire to amend and restate the Prior Lease in its

entirety as of the date of this Lease and otherwise on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Lease and other good and valuable consideration, the receipt of which is acknowledged, it is agreed between Lessor and Lessee as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are incorporated into this Lease as if fully set forth in this Section 1 and the Prior Lease hereby is amended and restated in its entirety as of the date of this Lease.

2. PREMISES. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain real property and any improvements now or hereafter located thereon, located in St. Lucie County, Florida, and more particularly described in Exhibit "A", attached hereto and incorporated herein, together with any appurtenances thereto (the "Premises"). Lessor represents that there currently exists sufficient access to the Premises from a public road via St. Lucie Boulevard, Curtis King Boulevard, Industrial 33rd Street and Jet Center Terrace (as shown on a survey of the Premises, last updated April 23, 3008, prepared by Culpepper & Terpening, Inc.), and at no time shall such access be obstructed or restricted. Any debris which may interfere with any such access shall immediately be removed and cleaned by Lessor; and if Lessor fails to do so, then Lessee may so remove and clean and shall be reimbursed for the cost thereof by Lessor or, alternatively, Lessee may deduct such cost from the next rental payment(s) due). Lessee also shall have the right to use the public portions of the Airport (including, without limitation, runways, taxiways, public parking areas, security gates, access through common areas and access roads). Lessor shall provide access cards and/or

access badges to all employees of Lessee so that such employees shall have access to the public portions of the Airport at all times (it being acknowledged by Lessor that there shall be no limit on the number of such access cards and/or access badges provided to Lessee and/or Lessee's employees).

3. PURPOSE. (a) Lessee agrees to use the Premises as a fixed base operation, which will include without limitation, the right to use the Premises for the administration, operation, business offices and activities related specifically thereto in connection with the conduct of an aircraft full service fixed base operation which provides goods and services to the general aviation public in the promotion of air commerce, including, without limitation, the installation, operation and maintenance of a fuel farm, aviation related sales and services, and all other services connected with a fixed base operation and permitted by the St. Lucie County Code of Ordinances and the St. Lucie County Land Development Code (collectively, the "Code") (including, without limitation, operation of a restaurant and/or catering services to aviation customers). Lessor agrees that at Lessee's option, Lessee may obtain rights to use the fuel farm of another fix based operation tenant (or share the use of such fuel farm with such tenant) at the Airport, the acquisition of which rights shall be deemed to satisfy all requirements of fixed base operations with respect to fuel sales and fuel farms. The use of the Premises by the Lessee is specifically subject to the rules, regulations, and conditions promulgated by Lessor (including to the extent applicable under the law, the St. Lucie County Comprehensive Plan), the Federal Aviation Administration ("FAA") or its successor agency, or by the State of Florida or any other federal, state, or local agency having jurisdiction over the operations of the Airport and is further subject to the terms,

conditions, and regulations imposed by the Lessor, so long as same are imposed in the same manner on all fixed base operators under the jurisdiction of Lessor (including at the Airport). Lessor hereby represents that Lessee's intended use (including, without limitation, restaurant use) of the Premises hereunder (i) is permitted under and consistent with, the St. Lucie County Comprehensive Plan, any applicable zoning ordinances, the Code, the Airport Master Plan and any other applicable rules and regulations, and (ii) will not interfere with any existing exclusive uses which may have been granted to tenants at the Airport. During the "Term" (as defined in Section 12), Lessor (a) shall not grant to any other party exclusive rights to use any portion of the Airport for a particular use permitted by this Lease, excluding the commercial areas of the Lessor-controlled terminal (it being agreed for the avoidance of doubt, that any such exclusive rights granted to third parties with respect to the commercial areas of the Lessor-controlled terminal shall not prohibit or limit in any way, Lessee's intended use of the Premises) and (b) shall not impose any restrictions or enter into any agreements or take any actions which prevent or materially interfere with Lessee's intended use of and/or access to the Premises (including, without limitation, the infrastructure of the Premises). If any such restrictions are imposed or any such agreements are entered into or any such actions are taken, or if any other local authority having jurisdiction over the Airport changes its rules, regulations or conditions in such a manner so as to materially interfere with Lessee's business and/or Lessee's intended use, maintenance and/or operation of and/or access to the Premises, then in addition to any and all other rights and remedies available at law and/or in equity, Lessee shall have the right (but not the obligation) to terminate this Lease, in which event the parties shall have no further

obligation to each other hereunder, except (x) for any obligations which are expressly stated herein to survive the termination of this Lease, and (y) if any such restrictions and/or agreements are imposed or entered into or if any such actions are taken by Lessor, then Lessee may pursue any and all remedies and damages available to Lessee at law and/or in equity. Notwithstanding any other provision hereof, Lessee at all times (I) shall be permitted to perform, and shall not be hindered from performing, all lawful services material to Lessee's intended business and operations, and (II) shall be provided sufficient access to the Premises and to the Airport via aircraft landings, required for Lessee's intended business and operations. Lessor shall reasonably cooperate with Lessee to provide areas of the Airport outside of the Premises during any period of construction and/or maintenance, for temporary placement or storage of equipment in connection with any landscaping and/or construction to be performed at the Premises by Lessee. Lessor represents that the Future Land Use on the Premises is Transportation/Utility and the zoning on the Premises is Utility.

4. MUTUAL REPRESENTATIONS AND WARRANTIES. Subject to any express provisions of this Lease to the contrary, Lessee acknowledges that it has made, or had an opportunity to make, a thorough and complete inspection of the Premises and is fully advised of its condition, nature of construction, if any, and state of repair. Subject to any express provisions of this Lease to the contrary, Lessee fully accepts the Premises in its present state of condition. Lessor warrants that all steps, acts and conditions precedent to the execution of this Lease have been done and Lessor has full authority to enter into this Lease. Notwithstanding the foregoing provisions of this Section 4, the delivery of the Premises to Lessee by Lessor shall constitute a representation by Lessor

that Lessor does not know of any defect or condition that would materially interfere with Lessee's business or any latent defect to the Premises.

5. INDEMNIFICATION AGAINST CLAIMS. The Lessee is and shall be an independent contractor and operator, responsible to all parties for all of its acts or omissions and the Lessor shall in no way be responsible for such acts or omissions. The Lessee shall and will indemnify and hold harmless Lessor from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of actions, including reasonable attorney's fees of any kind and nature arising or growing out of or in any way connected with the use, occupation, management, or control of the Premises by the Lessee or its agents, servants, employees, customers, patrons, or invitees, arising out of or in any way connected with the operation or conduct of any business or businesses of the Lessee or its agent, servants, employees, customers, patrons, or invitees on the Premises, or resulting from injury to person or property, or loss of life or property of any kind or nature whatsoever sustained during the Term, in or about the Premises, except (i) to the extent Lessor is reimbursed by third party property insurance or any liability insurance that Lessee or Lessor maintains, or (ii) to the extent that any such injuries, damages or claims are caused by the negligence or willful misconduct of Lessor and/or Lessor's agents, servants, employees, customers, patrons, invitees and/or tenants (collectively, "Lessor Parties"). Lessor promptly shall give Lessee notice of any such claims or actions, but in no event later than fifteen (15) days of becoming aware of any such claims (or threatened claims) or actions.

6. NO LIENS CREATED. Lessee covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character (including, without

limitation, a mechanic's lien or materialman's lien) upon the right, title and interest of Lessor in and to the Premises, except as otherwise provided herein. Notwithstanding the foregoing, Lessee shall have the right to discharge, by payment or bond, any lien or encumbrance placed upon the Premises in violation of this Section 6 within thirty (30) days following written notice from Lessor that any such lien or encumbrance is filed against the Premises; or, alternatively, if Lessee contests a claim to any lien and fails to discharge such lien in the manner required by applicable laws, Lessee may, if allowed in writing by Lessor, elect to indemnify Lessor and provide Lessor with a corporate surety bond or a cash deposit in an amount equal to one hundred twenty-five (125%) percent of the amount of the contested lien, issued by a surety company satisfactory to Lessor and in such case, such event shall not be considered a default under this Section 6.

7. OPERATION COSTS. Lessee agrees promptly to pay when due all of its operating, maintenance and servicing charges and costs, including telephone, gas, electricity, water and sewer, and all other expenses incurred in and directly related to the use and operation of the Premises. Lessor agrees to maintain, repair and/or replace, as necessary, and to pay all costs relating to the operation and maintenance of, all public portions (including, without limitation, all systems and infrastructure) of the Airport.

Lessee agrees to obtain at its expense all permits and licenses which may be required by any governmental unit in connection with Lessee's business operations at the Premises. Lessor agrees to cooperate reasonably in the execution and approval of any applications for such permits and licenses to the extent such execution and approval by Lessor is necessary to obtain or maintain such permits and licenses. Upon Lessor's request, at reasonable intervals, Lessee shall promptly furnish to Lessor evidence

satisfactory to Lessor (exercising reasonable judgment) showing Lessee's compliance with its obligations under this Section 7.

Lessee shall be responsible for the payment of any and all ad valorem taxes and other taxes and/or assessments, which may be assessed against the Premises during the Term. Lessor hereby represents (i) that there currently are no ad valorem taxes or other taxes and/or assessments applicable to the Premises, except as shown on Exhibit "C" attached hereto and hereby made a part hereof, which Exhibit "C" does not take into account any discounts that may be available, (ii) that upon the effectiveness of this Lease, all such taxes and/or assessments shall be assessed against the Premises consistent with other County owned property having similar tenants as determined by the St. Lucie County Property Appraiser (or its successor), and (iii) that Lessor is not aware of any contemplated and/or proposed special assessments which may affect the Premises and which have not yet been assessed. Nothing contained herein is intended to preclude Lessee from challenging any such taxes and/or assessments in any manner permitted by law.

8. FUEL FLOWAGE FEE. Lessee agrees to pay a fuel flowage fee of \$0.0518 per gallon on all gasoline, oil, or other fuel delivered to the Premises. Lessee agrees to supply Lessor with certified copies of receipts from fuel supply companies and to remit the applicable amount no later than the tenth (10th) day of the following month. Such fuel flowage fee shall be adjusted annually after the first anniversary date of this Lease using the method based upon the annual consumer price index set forth in this Lease. In no event shall the fee be less than \$.0455 per gallon.

9. BANKRUPTCY OF LESSEE. Should Lessee, at any time during the Term,

file a voluntary petition in bankruptcy under Title 11 of the United States Code, or permit an involuntary petition in bankruptcy to be filed against it which it does not contest, or make any assignments for the benefit of its creditors, or should a receiver or trustee be appointed for Lessee's property because of Lessee's insolvency, and the appointment is not vacated within thirty (30) days thereafter, or should Lessee's leasehold interest be levied on and the lien not discharged within thirty (30) days after levy has been made, then, and in such event, and upon the happening of either or any of such events, Lessor shall have the right, at its election, to consider the same a default on the part of Lessee of the terms and provisions of this Lease, and, in the event of such default not being cured by Lessee within a period of thirty (30) days from the date of the giving by Lessor of written notice to Lessee of the existence of such default, Lessor shall have the option of declaring this Lease terminated, and the interest of Lessee forfeited, or Lessor may exercise any other rights conferred upon it by this Lease. The pendency of bankruptcy proceedings or arrangement proceedings, to which Lessee shall be a party shall not preclude Lessor from exercising any of its rights.

10. REPAIRS AND MAINTENANCE. Lessee agrees to keep and maintain the Premises, including grounds, furnishings, fixtures and personal property, if any, in a good state of repair and condition. Lessee agrees at its expense to make all routine repairs to the Premises, including electrical, plumbing, sewer, sewer conditions, and all other repairs that may be required to be made, in Lessee's reasonable discretion, and Lessee at its expense will keep the building interior and exterior, fixtures and equipment in a good state of repair, in good condition and at all times well painted. Lessee at its expense agrees to deliver to Lessor upon the termination of this Lease the entire Premises in a

good state of repair and condition, ordinary wear and tear, and damage by the elements or by fire excepted. Lessee shall, throughout the Term, assume the entire responsibility and shall relieve Lessor from all responsibility for all repair and maintenance whatsoever to the Premises. Lessee shall keep the Premises at all times in a clean and orderly condition and appearance and all of Lessee's fixtures, equipment and personal property which are located on any part of the Premises which are open and visible to the general public shall likewise be so kept and maintained. Lessee shall be responsible for the maintenance and repair of all of the fuel tanks and utilities service lines that Lessee is using, including, but not limited to, service lines for the supply of water, gas, electricity and telephone service, sanitary sewers and storm sewers, except that notwithstanding any other provision of this Lease to the contrary, Lessor shall be responsible for the maintenance and repair of all common utilities' systems, equipment and/or lines (whether or not located on, above, under, within, through or across the Premises). Lessee shall, at all times during the Term, take commercially appropriate measures to prevent, control, minimize or restore erosion at the Premises caused by Lessee, its agents, employees, or sublessees; and, any such erosion caused by negligence, acts and/or omissions of the Lessor shall be restored immediately by Lessor. In the event the Lessee fails in any material respect to so maintain, clean, repair, replace or rebuild the Premises, then if Lessee fails to commence to do so within a period of ninety (90) days after written notice from Lessor (which 90-days period shall be tolled during such time that any required approvals and/or permits are pending with any applicable authority), or fails in any material respect diligently to pursue to completion such repair, replacement, or rebuilding, the Lessor may, at its option, and in addition to any other remedies which may be available to it, repair, replace

or rebuild all or any part of the Premises included in such notice, and the reasonable, out-of-pocket cost thereof shall be payable by Lessee immediately upon demand of Lessor. Upon request of the Lessee, the repair period shall be extended for one year or such longer period as may be necessary, in the event necessary contractors and/or materials are unavailable following a hurricane or other "Force Majeure Conditions," as described in Section 15. Notwithstanding any other provisions hereof to the contrary, Lessee shall not be responsible for any repairs and/or maintenance of any condition which is the result of the negligence or willful misconduct of Lessor and/or the Lessor Parties.

11. SIGNS AND OBSTRUCTION LIGHTS. Lessee shall have the right to erect, maintain or display any signs or any advertising on the exterior of the Premises or within the Premises, provided that such signs and advertising comply with all FAA, local government and airport rules, regulations and ordinances, and to the extent that Lessor's approval or consent is required under any such rules, regulations and ordinances, such approval or consent shall not be unreasonably withheld or delayed. Lessee shall be entitled to a directional sign at the entrance to the Airport or such other location as may be appropriate, as reasonably determined by Lessee. Lessee shall be entitled to a listing on any Airport directory which may at any time be installed at the Airport, which listing shall be at least as large as any other listing on the directory.

12. TERM; TERMINATION. The term (the "Term") of this Lease shall begin on May 16, 2008 (hereinafter referred to as the "commencement date"), and shall terminate fifty (50) years from that date. Delivery of the possession of the Premises to Lessee shall be made on the date of this Lease. The Term may be extended for an additional twenty (20) years (the "Renewal Term") upon the mutual consent of both

parties.

Should County, local, state and/or federal authorities close the entire airport to nonmilitary aircraft (for any reason other than an act of God), thereby materially adversely interfering with the continuation of Lessee's operations, the amount of time during which Lessee's operations are interrupted shall be added to the Term and no rent (or other charges) shall be payable during such period of interruption.

13. RENT AND ANNUAL ADJUSTMENT. On the date (the "Rent Commencement Date") which shall be the commencement date of this Lease, Lessee shall commence payment as annual rent ("Annual Rent") for the Premises, the amount of forty six thousand four hundred ninety-two and 20/100 dollars (\$46,492.20), based upon 900,472 sq. ft. (20.68 acres) at \$0.0516 per square foot per year (which amount may be adjusted as set forth below), and shall pay all applicable sales, use, and like taxes. The Annual Rent shall be payable in equal monthly rental payments in the amount of three thousand eight hundred seventy-four and 35/100 dollars (\$3,874.35), which shall be due on the tenth (10th) day of the month. Payment shall be by check made payable to "St. Lucie County" and delivered to 2300 Virginia Avenue, Administration Annex, Fort Pierce, Florida 34982, or such other location as directed in writing by Lessor. Lessee shall also pay all applicable sales tax imposed by federal, state and local governments. Notwithstanding any other provision of this Lease to the contrary, Lessee shall not be obligated to pay Annual Rent (or any other charges) attributable to any portion of the Premises which constitutes wetlands or wetlands buffer or setback areas, regulated waterbodies, or scrubjays or any other similarly protected wildlife species habitat, unless and until Lessee applies for (in Lessee's discretion) and receives all required permits

(including, without limitation, a building permit) and approvals (regulatory or otherwise), for the contemplated improvements on such lands.

Subject to the provisions below, on each anniversary of the Rent Commencement Date (the "Annual Calculation Date") during the Term (but not any Renewal Term), the Annual Rent shall be adjusted in accordance with the provisions hereinbelow. Said adjustments shall be computed one (1) month prior to the applicable Annual Calculation Date, with the adjusted Annual Rent to be paid in equal consecutive monthly installments. The adjusted Annual Rent for the applicable year shall be determined by multiplying the Annual Rent then in effect by a fraction, the numerator of which shall be the Consumer Price Index (U.S. City Average All Items and Commodity Groups 1967=100, as computed by the United States Department of Labor, Bureau of Labor Statistics) (the "Index"), as of three (3) months prior to the then applicable Annual Calculation Date, and the denominator of which shall be the Index for the same month of the prior year. Lessor shall provide Lessee with the new Annual Rent amount and Lessor's calculations to arrive at same within ten (10) days following each Annual Calculation Date. Lessee shall not be obligated to pay any new Annual Rent amount unless and until Lessee shall have received written notice of such amount from Lessor in accordance with the provisions of this Lease; and, provided that such notice shall have been delivered on or before the ninetieth (90th) day after the applicable Annual Calculation Date, then any such new Annual Rent amount shall be effective as of the Annual Calculation Date.

If the Term commences on a date other than the first day of a month, Lessee is obligated to advance its first payment of gross monthly rent on a pro-rata basis, computed

based upon the number of days remaining in the month in which the Rent Commencement Date occurs, divided by the total number of days in such month.

The Annual Rent, as adjusted pursuant to the preceding paragraphs of this Section 13, shall be subject to fair and non-discriminatory review and adjustment at the end of the first twenty (20) year period after the Rent Commencement Date and at the end of each ten (10) year period thereafter. The adjustment in Annual Rent shall be determined by a qualified independent professional appraiser chosen by Lessor (at Lessor's cost) to determine the fair market rental value of the Premises (the "Adjusted Rental"). If Lessee does not approve of the Adjusted Rental provided by Lessor's appraiser, then Lessee (at its cost) may obtain another appraisal from a qualified independent professional real estate appraiser. In the event that Lessee and Lessor fail to agree on the Adjusted Rental, based on either or both of the appraisals, the two appraisers shall themselves select a third qualified independent professional appraiser. The fee for the third appraisal shall be divided equally between Lessee and Lessor. The Adjusted Rental shall be fixed at the average of the two closest appraisals. Notwithstanding any other provision hereof, the parties agree that any appraisal of the Premises for the purpose of determining an adjusted rental rate shall not include consideration of improvements that have existed on the Premises for fifteen (15) years or less. The appraisals shall be conducted by appraisers who are designated members of a professionally recognized real estate appraisers' organization. Lessor and Lessee shall each be responsible for the selection and compensation of one of the appraisers. When such rental rates are established as set forth above, this Lease shall be considered amended, upon written notification by Lessor to Lessee of the establishment of the said Adjusted Rental applicable to the Premises.

The new rental rate shall be phased in on a pro-rata basis over five years. The rental rate shall continue to be subject to yearly adjustment in accordance with the foregoing provisions of this Section 13.

14. INSPECTION OF PREMISES. Lessor or its agents shall have the right to enter the Premises and the buildings and improvements constructed on them at all reasonable business hours on twenty-four (24) hours notice for the purpose of inspecting the same, or for any other purposes not inconsistent with the terms of this Lease. Lessor shall use its best efforts not to disturb the rights or business operations of Lessee or of any subtenants or occupants of the Premises, except in the event of an emergency.

At any time and from time to time during reasonable business hours within six (6) months next preceding the expiration of this Lease or immediately upon the determination by Lessor (exercising reasonable judgment) of abandonment or a breach of this Lease by Lessee which breach shall remain uncured at the expiration of all applicable notice and cure periods, Lessor shall have the absolute right to enter the Premises for the purpose of exhibiting and viewing all parts of the same and to place and maintain on the Premises "To Let" signs, which signs Lessee shall allow to remain without interference or hindrance.

The exercise of any or all of the foregoing rights by Lessor shall not be construed to be an eviction of Lessee nor shall the same be grounds for any abatement of rental or grounds for any claim or demand for damages by Lessee against Lessor, consequential or otherwise.

15. CONSTRUCTION/ALTERATIONS. (a) In the event that governmental restrictions are placed upon any development of the Premises beyond the reasonable

control of Lessee, or actions are taken by Lessor, which restrictions or actions operate to prevent or materially interfere with any construction of all or any portion of the Premises, or which could have a material adverse impact on all or any portion of the Project and/or Lessee's business, then, in addition to any and all other rights and remedies set forth in this Lease (including, without limitation, Section 3 of this Lease), Lessee shall also have the option either (x) to terminate this Lease in its entirety or with respect to the affected portion of the Premises, upon thirty (30) days' notice to Lessor (in which case there shall be an equitable adjustment in Annual Rent and other charges under this Lease), or (y) to resubmit modified plans and specifications and/or a modified development plan, as applicable, to Lessor for its review and approval.

(b) As used in this Lease, the term "Force Majeure Condition" means a situation in which the Lessee shall be delayed, hindered in or prevented from the performance of any act required under this Lease by reason of strikes, boycotts, lock-outs, labor troubles, embargoes, shortages of labor, equipment, energy or materials, inability to procure materials or equipment, failure of power, fire or other casualty, condemnation, weather, acts of God, war, accident, acts of the public enemy, acts of nature (including lightening strikes, hurricanes and tornados or other high winds), restrictive governmental laws or regulations, governmental preemption, riots, rebellions, sabotage, insurrection, the act, failure to act or default of Lessor, or as a result of delays caused by Lessor or any other applicable authority in failing to complete any inspections and/or issue any permits (including without limitation, relating to protected wildlife and wildlife habitats, wetlands and regulated waterbodies existing on or at the Premises), approvals or objections in a timely manner and/or as required under

this Lease or by applicable law, or as a result of any delays caused by the failure of any such permits, approvals and/or objections to become final and unappealable, or any other causes beyond the reasonable control of Lessee, whether similar or dissimilar to the causes specifically enumerated in this Section. In the event of Force Majeure Conditions, the performance by Lessee of its obligations under this Lease shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(c) Within thirty (30) days after receipt of plans and specifications from Lessee for any proposed improvements to the Premises, Lessor shall inform Lessee of any reasonable modifications it may require, if any, to the plans and specifications in order to secure Lessor's approval thereof. If Lessor requires any modifications (which must be reasonable, as set forth above) that Lessee reasonably determines are commercially unacceptable, then, in addition to any and all other rights and remedies set forth in this Lease (including, without limitation, Section 3 of this Lease), Lessee shall also have the right either (i) to terminate this Lease in its entirety or with respect to the affected portion of the Premises, upon thirty (30) days' notice to Lessor (in which case there shall be an equitable adjustment in Annual Rent and other charges under this Lease) or (ii) to revise any plans and specifications regarding any proposed improvements to the Premises and resubmit modified plans and specifications and/or a modified development plan, as applicable, to Lessor, for its review and approval. Within thirty (30) days after a request for approval of any such proposed plans and specifications, the "Airport Director" (as defined in Section 1-2.3-1 of St. Lucie County Code of Ordinances) shall issue a determination as to whether such proposed plans and specifications are in

compliance with this Lease.

(d) Lessee understands that certain approvals from other entities and/or governmental authorities, including governmental agencies, may be required as a matter of law for any construction and/or alterations to or on, and/or use of, the Premises. Upon Lessee's request for any approvals under this Lease which also require approvals from any other entities and/or governmental authorities as a matter of law, to the extent such requests for approval must be, or in Lessee's opinion are desirable to be, made, in whole or in part, in the name of or by Lessor, and provided that such requests relate to any projects that previously have been approved by the St. Lucie County Board of County Commissioners pursuant to the site plan approval process, then Lessor shall promptly so make and submit Lessee's requests/applications for approval to such other entities and/or governmental authorities; shall promptly forward any requests by such other entities and/or governmental authorities to Lessee; and Lessee shall use its commercially reasonable efforts to obtain such approvals. Additionally, when any such approval is required from Lessor, then Lessor shall cooperate with Lessee and use best efforts to expedite review of such application, subject to applicable regulations. Such applications may include, without limitation, permits relating to protected wildlife and wildlife habitats, wetlands, and regulated waterbodies existing on or at the Premises. Approvals are deemed received when the applicable entity or governmental authority has granted the applicable approval in writing and any resulting litigation or administrative proceeding related to such approval has been decided by the court or entity having the highest level of jurisdiction or the time for an appeal to a higher authority has expired or any claims arising from such litigation have been bonded or insured against to the extent required by

the appropriate court. Lessee shall provide Lessor with a copy of all written approvals.

(e) Lessee shall bear the entire cost and expense of the facilities to be constructed and/or improved on the Premises by Lessee hereunder, which shall include all utility connections to common utilities and any current or future metering that may be required, and shall bear all of the risks of loss of and/or damage to any materials and/or partially completed facilities during the Term, unless such damage is caused by the negligence and/or willful misconduct of Lessor and/or any Lessor Parties or by Lessor's breach of its obligations under this Lease. Lessor hereby agrees that if Lessee's operations at the Premises do not require multiple connections to common water mains or other utility systems, then Lessee shall not be required to provide such multiple connections. Lessor shall approve the facilities as having been fully completed by Lessee in accordance with the approved plans and specifications, by issuance of a permanent certificate of occupancy; which permanent certificate of occupancy, or a written notice of any deficiencies asserted by Lessor, shall be provided within ten (10) days of Lessee's request.

(f) Lessee shall provide and maintain or cause to be provided and maintained, at its own expense, all required fire alarm and control systems and all required utility systems (including metering devices) such as water, sewer, electricity, gas, cable and telephone within the Premises. Lessee shall have the right to connect to all common utilities and to obtain such rights as may be required for water, sewer, power, telephone and any utility lines or facilities for the performance of the terms, conditions and covenants herein contained.

(g) Title to all materials purchased for construction and/or improvements and

installation upon the Premises under this Lease, shall vest in Lessee simultaneously with passage of title from the vendors thereof and Lessor shall have no property rights therein or in the completed facilities, except as expressly provided in Section 19 of this Lease.

(h) Notwithstanding any other provision of this Lease to the contrary, during the Term, with respect to the Premises, Lessee may, without Lessor's consent, construct improvements and/or make changes, modifications and/or alterations to the plans, specifications and/or improvements as originally approved by Lessor and as built, provided that same (i) relate solely to the interior of any improvements at the Premises and do not materially adversely affect the common utilities at the Airport, (ii) do not constitute a "Material Alteration" (defined below), and (iii) conform to all applicable federal, state and local laws, building codes and regulations. Lessor's failure to respond to a request for approval of any Material Alteration within five (5) days of such request shall be deemed Lessor's approval of such request. As used herein, the term "Material Alteration" means, with respect to the Premises, construction of any single improvement and/or any change, modification or alteration to the plans, specifications and/or improvements as originally approved by Lessor and as built, which is not described in clause (i) above and which shall cost in excess of twenty-five thousand (\$25,000.00) dollars.

(i) Notwithstanding any other provision of this Lease to the contrary, if there are wetlands, protected wildlife, protected wildlife habitat, and/or environmental conditions and/or restrictions which prevent or materially interfere with any construction to or on, and/or the intended use of, the Premises, then Lessee, at its option, may elect by written notice to Lessor, either (x) to terminate this Lease, or (y) to release the affected

portion of the Premises from this Lease with an equitable reduction in Annual Rent and other charges under this Lease. If Lessee exercises its option under “(y)” above, Lessee shall retain, during the Term of this Lease, an option to lease such released portion of the Premises in accordance with the terms of this Lease, including, without limitation, the provisions of Sections 3 and 11, subject to the approval of Lessor, which approval shall not be withheld or delayed unreasonably. Subject to the approval of Lessor, which approval shall not be withheld or delayed unreasonably, Lessee shall have the right (but may not be required) to use, designate and maintain any portion of the Premises as a wildlife or wildlife habitat conservation area to the extent required in order to obtain any necessary permits for any construction to or on, and/or for the use of, the Premises as contemplated under this Lease. Lessor shall cooperate reasonably and shall assist Lessee in effectuating any such use, designation and maintenance, including without limitation, the filing of any permits, easements or other necessary filings; provided, however, that Lessor shall not be required to create a conservation easement on the Premises, except that if any governmental authority requires the creation of a conservation easement in connection with Lessee’s activities, then subject to the approval of the FAA, Lessor shall cooperate and assist Lessee in creating such conservation easement. Lessee shall not be required to pay Annual Rent or any other charges under this Lease on any portion of the Premises used, designated and maintained as a wildlife or wildlife habitat conservation area.

16. CONDEMNATION. (a) If any part of the Airport (which may or may not include the Premises) shall be taken or condemned (or purchased in lieu thereof) for a public or quasi-public use, and a part remains which is susceptible of occupation in

Lessee's sole discretion, the rent payable shall be equitably reduced, commencing with the date title shall vest in the condemnor; and, if Lessor and Lessee cannot agree on the amount of the reduced rental (the "Reduced Rental"), then such amount shall be determined by a qualified independent professional appraiser chosen by Lessee (at Lessee's cost). If Lessor does not approve of the Reduced Rental provided by Lessee's appraiser, then Lessor (at its cost) may obtain another appraisal from a qualified independent professional real estate appraiser. In the event that Lessee and Lessor fail to agree on the Reduced Rental, based on either or both of the appraisals, the two appraisers shall themselves select a third qualified independent professional appraiser. The fee for the third appraisal shall be divided equally between Lessee and Lessor. The Reduced Rental shall be fixed at the average of the two closest appraisals. All appraisers shall be instructed to estimate the fair rental value of the land and improvements constituting the Premises taken as a single interest and used for the purposes set forth herein (which may or may not be the highest and best use).

(b) If after a partial taking or condemnation (or purchase in lieu thereof) of the Airport (which may or may not include the Premises), Lessee determines (in its sole discretion) that the Premises, or any remaining portion thereof, is inadequate for the uses contemplated by this Lease, Lessee shall have the option to terminate this Lease as of the date when title to the part so condemned vests in the condemnor. If all of the Premises shall be so taken, this Lease shall terminate on the date when title to the Premises vests in the condemnor. If a part or all of the Premises be so taken or condemned (regardless of whether this Lease is terminated as a result thereof), Lessee shall be entitled to that portion of any award for Lessee's loss of property, buildings, improvements and its

furniture and fixtures, the cost of removing its property and the loss of the value of its leasehold interest in the land so taken. To the extent Lessee is not compensated pursuant to the preceding sentence, Lessee shall have the right to make an additional claim for all other damages sustained as a result of such taking, including without limitation such compensation as may be separately awarded or recoverable by Lessee for improvements, personal property or fixtures owned by Lessee and located at the Premises, loss of business damages, and relocation expenses, provided that any such award (i) shall be made in addition to, and stated separately from, the award made in connection with the underlying land, and (ii) does not reduce the award paid to Lessor. In the event of such taking, Lessor shall receive such portion of the award as is attributable to its reversionary fee interest in the land and any improvements comprising the Premises. Any portion of any condemnation award, which is not specifically apportioned to Lessee, as aforesaid, shall be and become the property of and belong to Lessor.

(c) If this Lease is terminated in accordance with the provisions of this Section 16, all rent and fees or any other monies payable by Lessee under this Lease shall be apportioned to the date of termination and Lessee shall be released from its obligations under this Lease (except those which have accrued or which expressly survive such termination) as of the date of such termination. No rent and other amounts payable by the Lessee under this Lease shall be payable during any period of takeover by any federal or State agency (or other governmental authority) of all or any portion of the Airport or the Premises, which results in either (i) the cessation of the Airport's function as an airport for general commercial traffic, or (ii) the cessation of the use of the Premises for all or any part of the business of the Lessee. If any condemnation results in a diminution

of the value of the Lessee's leasehold interest, then Annual Rent shall be reduced to reflect such diminished value; and, for purposes of this Section 16, "diminution of the value of the Lessee's leasehold interest" means an adverse economic impact upon the Premises and/or Lessee's operation on the Premises, as improved. If after any condemnation (or take over) this Lease is not terminated pursuant to the provisions of this Section 16, then the Term (or any extended term, if applicable) of this Lease shall be extended for a period of time equal to that period during which the Airport has not functioned as an airport for general commercial traffic or the Premises have been adversely affected. Subject to the other provisions of this Section 16, (x) if there is a permanent taking of a portion of the Premises, then this Lease shall continue in full force and effect with respect to the balance of the Premises not taken, and (y) if there is a temporary taking of the Premises (in whole or in part), then this Lease shall resume in full force and effect upon the cessation of the taking with respect to the portion of the Premises so taken, and (z) in the case of a partial taking of the Premises, then this Lease shall continue in full force and effect with respect to the portion of the Premises not taken.

17. DEFAULT IN RENT. If any sums of money required to be paid by Lessee to Lessor shall remain unpaid for a period of ten (10) days after its due date and, thereafter, for twenty (20) business days after Lessee's receipt of written notice from Lessor specifying the applicable payment and stating that such ten (10) day grace period has expired, then Lessor may declare the next consecutive six (6) month's rental as presently due and payable, in which event such amount (the "Rent Escrow") shall be paid by Lessee to Lessor within 10 days of a written request by Lessor, and shall be

held in escrow by Lessor and disbursed on a monthly basis to pay each of the next consecutive six (6) months' rental when due. Such declaration shall not be construed as a splitting of a cause of action, nor shall it alter or affect the obligations of Lessee to pay rent under the terms of this Lease for the period unaffected by the declaration. If Lessee fails to deposit the Rental Escrow, then Lessor may exercise any and all other options available to it under this Lease, which options may be exercised concurrently or separately with the exercise of the above options.

18. DEFAULT IN PROVISIONS (OTHER THAN RENT). If Lessee shall default in the performance of any term of this Lease (except the payment of monthly rent, but including the payment of the Rent Escrow), then Lessor shall send to Lessee a written notice of default, specifying the nature of the default, and Lessee shall, within thirty (30) days after the date of notice, cure and remedy the default, whereupon this Lease shall continue as before. If Lessee shall fail to cure and remedy such default within the applicable time, Lessor shall have the right to declare, by written notice to Lessee, that this Lease is in default, and to use all remedies available to Lessor under this Lease; provided, however, Lessor shall not under any circumstances be entitled to exercise such remedies unless and until Lessor shall have delivered to Lessee an additional notice of the applicable default and fifteen (15) days' opportunity to cure such default. If written notice of the default shall have been given to Lessee, and if Lessee, prior to the expiration of thirty (30) days or fifteen (15) days (as applicable) from and after the giving of such notice commences to eliminate the cause of such default and proceeds diligently to take all steps and do all work required to cure such default, Lessor shall not have the right to declare the Term ended by reason of such default; provided, however, that the curing of

any default in such manner shall not be construed to limit or restrict the right of Lessor to declare the Term ended and enforce all of its rights and remedies under this Lease for any other default not so cured.

19. OWNERSHIP. (a) All buildings, structures, hangars and fixtures (as opposed to chattel) of every kind now existing or hereafter erected, installed or placed on the Premises shall, at the end of the Term or earlier termination of this Lease, for any reason, be the property of Lessor and shall be left in good condition and repair, ordinary wear and damage by the elements excepted, provided however that notwithstanding the foregoing or any other provision of this Lease to the contrary, Lessee shall retain ownership of all tanks installed at the Premises and such tanks shall be removed from the Premises within thirty (30) days (or such longer period as shall be reasonably necessary) after the expiration of the Term or earlier termination of this Lease and Lessee (or its agents) shall be permitted to enter the Premises after the expiration of this Lease for the purpose of such removal. A fixture is defined as an article which was a chattel, but which, by being physically annexed or affixed to the Premises by Lessee and incapable of being removed without structural or functional damage to the Premises, becomes a part and parcel of it. Nonfixture personalty owned by Lessee at the expiration of the Term or earlier termination of this Lease for any reason, shall continue to be owned by Lessee, and at the time of such expiration or earlier termination, Lessee at its option may remove all such personalty, provided Lessee is not then in default of any covenant or condition of this Lease; otherwise, all such property shall remain on the Premises until the damages suffered by Lessor from any such default have been ascertained and compensated. Any damage to the Premises caused by the removal by Lessee of any such personalty shall be

repaired by Lessee promptly at its expense.

(b) Regardless of whether or not Lessee holds title to any buildings, structures, hangars or fixtures (as opposed to chattel) constructed on, installed upon, or affixed to the Premises by Lessee, it is the express intent and agreement of the parties that (i) Lessee shall be entitled to receive all economic and other benefits (other than the receipt of Annual Rent and other amounts payable by Lessee to Lessor under this Lease, which amounts shall belong to Lessor) which may be derived from its use and occupancy of any such buildings, structures, hangars or fixtures, and (ii) the Lessee shall be entitled to claim any federal income tax credits, deductions and benefits that may be associated with any such improvements, and Lessor shall make no claim to any such credits, deductions or benefits.

20. INSURANCE. (a) Lessee shall, at all times during the Term and at Lessee's sole expense, maintain insurance coverages (via one or more policies, in Lessee's discretion), as required by Lessor, all as set forth in Exhibit "B" attached hereto and hereby made a part hereof. Such insurance shall be obtained from an insurance company licensed and authorized to do business in the State of Florida and shall designate Lessor as an additional named insured. A certificate of such insurance shall be provided by Lessee to Lessor at the time of execution of this Lease, specifically providing that the insurance shall not be amended or canceled by the insurer until thirty (30) days advance written notice has been given to Lessor. In addition, Lessee shall at all times during the Term of this Lease and any Renewal Terms and at Lessee's sole expense, keep the leased facilities insured against loss or damage by fire and hazards in an amount equal or greater than the full replacement cost of the property.

(b) Damage or Destruction to Premises. Except as otherwise provided in this Lease, if the Premises or any part of them (including any leasehold improvements), shall be damaged or destroyed, Lessee shall, to the extent of any insurance proceeds available and any deductible, promptly repair or replace the same, and any insurance proceeds received with respect to such damage or destruction shall belong to Lessee (it being agreed that if any such insurance proceeds are paid to Lessor or are delivered by check jointly payable to Lessor and Lessee, then Lessor shall promptly pay any such amount to Lessee or endorse such check over to Lessee, as applicable). Subject to the foregoing limitations, it shall be Lessee's responsibility to repair or reconstruct the Premises as appropriate. Any other terms or provisions of this Lease pertaining to repair, alteration, construction or reconstruction by Lessee shall be binding upon Lessee in repairing or reconstructing the Premises. If such a substantial portion of the Premises is destroyed so that Lessee determines that Lessee cannot reasonably continue to utilize the Premises until the same are repaired or replaced, then Lessee may elect to either repair or replace the same, to the extent of any insurance proceeds available and any deductible, or to abstain from repairing or replacing the same and to terminate this Lease, whereupon any insurance proceeds shall be paid to the holder of any leasehold mortgage which encumbers the Premises in an amount equal to the outstanding balance of the loan and the balance of such proceeds, if any, shall be paid to Lessee, provided however, that if the Premises are damaged or destroyed during the last fifteen (15) years of the Term or during the last five (5) years of any Renewal Term, then such balance shall be distributed to Lessor.

21. ASSIGNMENT AND SUBLEASING. Lessee may not sublease the

Premises, or any portion of the Premises except upon prior approval by the Lessor of the form sublease (which consent shall not be unreasonably withheld, conditioned or delayed). Lessee shall not assign this Lease without the prior written consent of the Lessor (which consent shall not be unreasonably withheld, conditioned or delayed), other than to a "Leas ehold Mortgagee" (as defined in Section 37 of this Lease) pursuant to the terms of Section 37 of this Lease. Notwithstanding the foregoing or any other provision of this Lease, Lessee may submit a standard sublease form having an initial term of no more than thirteen months for rentals of hanger space to Lessor for pre-approval. Lessee may, without Lessor's consent, enter into subleases of hangar space(s) with initial terms of no more than thirteen calendar months, provided that (i) such pre-approved sublease form (with commercially reasonable modifications, if desired by Lessee) is used, and (ii) Lessee shall provide Lessor written notification of the names of all sublessees entering into such subleases and a copy of all fully-executed subleases. If Lessee is a corporation, partnership or other type of business entity other than an individual, there shall be no "transfer of the control" (as defined below) of Lessee without prior approval of Lessor, which approval shall not be unreasonably withheld. As used herein, the phrase "transfer of control" of Lessee shall be deemed to occur when the owner(s) of more than fifty percent (50%) of the ownership interest in Lessee transfer in any transaction, other than between themselves and/or affiliates, their immediate families or their heirs, such ownership interest to another person, firm, partnership, corporation or business entity. Unless expressly permitted by this Lease, any attempt to affect a sublease or assignment without Lessor's prior written consent shall be deemed a default subject to the remedies provided herein. Lessor shall provide

to all sublessees a subordination non-disturbance agreement in form reasonably requested by such sublessee or Lessee.

22. NOTICES. All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same shall be sent by hand delivery, or by certified or registered mail, return receipt requested, or by overnight courier, to:

Lessor:

Board of County Commissioners
2300 Virginia Avenue
Administration Annex
Fort Pierce, Florida 34982

With copies to:

St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, Florida 34982

St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, Florida 34982

Lessee:

Air Charter of Florida, Inc.
3131 Jet Center Terrace
Fort Pierce, Florida 34946

or to such other address(es) as Lessor or Lessee may designate by writing to the other.

All notices, consents or communications required or permitted to be given under this Lease shall be in writing and shall be deemed to have been properly given and received (i) if sent by hand delivery, then upon delivery, (ii) if sent by United States certified or registered mail, return receipt requested, then three (3) business days after mailing from within the United States by first class United States mail, postage prepaid, and (iii) if sent by a nationally recognized overnight courier, then one (1) Business Day after being delivered to such overnight courier.

23. SEVERABILITY. If any section, subsection, sentence, clause, provision or part of this Lease shall be held invalid for any reason, the remainder of this Lease shall not be affected, provided that such invalidity does not materially prejudice either Lessor or Lessee under the remaining parts of this Lease. Whenever the words "include," "includes" or "including" are used in this Lease, they shall be deemed to be followed by the words "without limitation."

24. LEASE NOT EXCLUSIVE. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another lessee or other lessees on other parts of the Airport.

25. NONDISCRIMINATION. Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted

programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

Subject to the notice and cure rights provided in Section 18 of this Lease and to the provisions of Title 49, Code of Federal Regulations, Part 21, in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Lease and to re-enter and as if said Lease had never been made or issued; and, notwithstanding anything to the contrary contained in this Lease, this provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 shall have been followed and completed, including exercise or expiration of appeal rights.

26. SUBROGATION. Provided that a default shall have occurred hereunder by Lessee, and provided further, that all notice and cure periods shall have expired, then Lessor shall have the option, without waiving or impairing any of its rights, to pay any reasonable sum or perform any act required of Lessee, and the reasonable, out-of-pocket costs of any such payment and/or performance, together with interest, shall be secured by this Lease, and shall be promptly due and payable to Lessor.

27. STANDARD PROTECTION CLAUSES. It shall be a condition of this Lease, that the Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on , taking off from or operating on the Airport.

Lessee expressly agrees for itself, its successors and assigns, to restrict the height

of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

Lessee expressly agrees for itself, its successors and assigns, to the extent known to Lessee and within Lessee's control, to prevent any use of the Premises which would materially interfere with or materially adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

28. INTEREST. All delinquent payments to Lessor shall bear interest at the rate equivalent to the periodic composite of current annual interest rates on five (5) year United States Government agency issues in effect as of the date of delinquency, but not less than ten percent (10%) per annum. Such interest shall be calculated from the due date after the expiration of any applicable grace period to the date of payment, on a daily basis, and will be due and payable when billed.

29. NONWAIVER. Failure of Lessor to insist upon the strict performance of any of the covenants, conditions and agreements of this Lease in any one or more instances, shall not be construed as a waiver or relinquishment in the future of such covenants, conditions and agreements. Lessee covenants that no surrender or abandonment of the Premises or of the remainder of the Term shall be valid unless accepted by Lessor in writing. Lessor shall use commercially reasonable efforts to relet the Premises in the event of an abandonment or surrender or attempted abandonment or attempted surrender of the Premises by Lessee. Upon Lessee's abandonment or surrender or attempted abandonment or attempted surrender of the Premises, which abandonment continues for thirty (30) days following written notice from Lessor, then Lessor shall have the right to retake possession of the Premises or

any part of them, and such retaking of possession shall not constitute an acceptance of Lessee's abandonment or surrender (it being agreed that all reasonable closures for construction, renovation or in connection with force majeure or the sale of Lessee's business, shall not be deemed "abandonment" or "surrender", and that this provision shall not be deemed a continuous operation obligation).

30. REMOVAL OF LESSEE'S PROPERTY BY LESSOR. If, under the terms of this Lease, Lessee is entitled to remove its property from the Premises, but shall fail to do so on or before the termination or expiration of the Term or on or before the termination or expiration of this Lease for any other cause specified herein (except that with respect to removal of tanks, on or before the end of the applicable period specified in Section 19 for such removal), then Lessor may remove such property and retain the same in its possession, and may sell the same at public auction, the proceeds of which shall be applied first to the actual, out-of-pocket expenses of such removal and storage and sale, and the balance paid to Lessee upon the demand of Lessee, providing that the proceeds of such sale exceed the expenses of such removal, storage and sale.

31. QUIET ENJOYMENT. Lessor covenants, warrants and agrees that Lessee shall be entitled peacefully to enjoy, to occupy and to possess the Premises throughout the Term without interference, hindrance or molestation. Wherever this Lease requires Lessor's consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

32. RIGHT TO RECORD. Lessee shall have the right at its expense, to record this Lease (or any amendment hereto) or a memorandum of this Lease (or any

amendment hereto), in the Public Records of St. Lucie County, Florida. Simultaneously with the execution of this Lease and any amendment to this Lease, and within two (2) business days after any request(s), Lessor shall execute a memorandum of Lease (or any amendment thereto) in recordable form and in form reasonably requested by Lessee.

33. DATE OF THIS LEASE. Any reference in this Lease to the words "date of this Lease" shall be deemed to be the date this Lease is executed by the party last executing same and delivered to all parties, and fully effective.

34. ENTIRE AGREEMENT; VENUE. This Lease constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Lease may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Lease shall be interpreted as a whole unit and section headings are for convenience only. Any conflicts between exhibits to this Lease and this Lease shall be interpreted in favor of this Lease. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Lease, venue shall be in the Nineteenth Judicial circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

35. MEDIATION. In the event of a dispute between the parties in connection with this Lease, the parties shall have the right (but not the obligation) to agree in writing (signed by both parties) to submit the disputed issue or issues to a mediator for

non-binding mediation prior to filing a lawsuit, which mediator shall be mutually acceptable to the parties. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

36. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTAINMENT AND REMOVAL.

(a) Lessee acknowledges and agrees that Lessor makes no representations or warranties whatsoever as to whether any pollutant, or hydrocarbon contamination, hazardous materials, petroleum, fuel, or other contaminants or regulated materials (collectively, "Regulated Materials") exist on or in the Premises or the improvements that would constitute a violation of any federal, state, county or local law, rule, or regulation or in violation of directive of any federal, state or local court or entity with jurisdiction of such matter. Lessor agrees to provide to Lessee all information in Lessor's possession, custody or control (or that comes into its possession, custody or control during the Term of this Lease) regarding environmental conditions at the Premises and the Airport. Lessor and Lessee hereby acknowledge that they have received copies of the Site Assessments relating to the Premises which are listed on Exhibit "D" attached hereto and hereby made a part hereof. Notwithstanding any other provision of this Lease to the contrary, the presence of, and/or any required remediation, testing monitoring, or reporting in connection with, Regulated Materials on, under, at or in the Premises or improvements (i) which were present or existing on or prior to the date (the "Environmental Trigger Date") which shall be the later of (x) the date of full execution, delivery and effectiveness of this Lease and (y) the date the Lessee assumed possession

of the entire Premises, or (ii) which become present on the Premises as a result of actions or inactions of Lessor and/or any Lessor Parties, shall be the sole obligation, responsibility and liability of the Lessor. Lessor hereby agrees, subject to the provisions of Florida Statutes §768.28, to indemnify, defend and hold Lessee harmless and to accept full responsibility and liability, for the cost of cleanup and for any penalties or fines imposed as a result of the existence of Regulated Materials or of a violation of any federal, state, county, or local law, rule, or regulation, or of any order or directive of any federal, state, or local Court or entity with jurisdiction of such matter, if such Regulated Materials or violation existed on or prior to the Environmental Trigger Date or became present on the Premises after the Environmental Trigger Date as a result of actions or inactions of Lessor and/or any Lessor Parties. Lessee is responsible for all cost of cleanup and for any fines as a result of any activity on the Premises by or on behalf of Lessee from the Environmental Trigger Date until termination of the Lease.

(b) Lessee shall, within a reasonable time, and upon written request from the Airport Director, provide the Airport Director with a list of all Regulated Materials, which Lessee stores or uses on the Premises while Lessee is in possession of such Premises.

(c) Lessee agrees to comply with all existing and future applicable federal, state, local and County environmental laws, ordinances and regulations, and the requirements of any Development Order covering the Airport, issued to St. Lucie County pursuant to Chapter 380, Florida Statutes, including without limitation those addressing the following:

(i) Proper use, storage, treatment and disposal of Regulated Materials,

including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assume proper transport and disposal of hazardous waste and other Regulated Materials;

(ii) proper control, disposal and treatment of storm water runoff if generated on Premises, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if required for the operation of the Premises by Lessee, provided however that the provisions of this clause 36(c)(ii) shall not limit in any way Lessor's obligations and responsibilities pursuant to Section 36(d) of this Lease;

(iii) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all applicable County, local, state and federal standards, including the installation and operation of any required monitoring devices and leak detection systems; and

(iv) Adequate facilities on the Premises for management, and, as necessary, pretreatment of industrial waste, industrial wastewater, and Regulated Materials and the proper disposal thereof; and

(d) Any modifications to the Premises, including, but not limited to, installation of adequate pretreatment devices or mechanisms necessary to comply with all existing County, local, state, and federal standards related to the Lessee's operations shall be at the sole expense of Lessee. Any modifications to any common systems (including, without limitation, the stormwater treatment system) for the Airport shall be the responsibility of the Lessor, provided however Lessor shall take such actions as shall be necessary to insure that such modifications shall not adversely affect Lessee, the

Premises and/or Lessee's operations at the Premises.

(e) The release by Lessee of any Regulated Materials on the Premises, or as a result of Lessee's operations at the Airport, that is in an amount that is in violation of any applicable federal, state, County or local law, rule or regulation or in violations of any order or directive of any federal, state, or local court or government authority, by Lessee, or any of its sublessees or the officers, employees, contractors, subcontractors, invitees, or agents of Lessee of its sublessees, shall be, at the Lessee's expense, and upon demand of County or any of its agencies or any local, state, or federal regulatory agency, immediately contained or removed to meet the requirements of applicable environmental laws, rules and regulations. If the Lessee does not take action immediately to have such Regulated Materials contained, removed and abated, the County or any of its agencies may upon reasonable notice to Lessee (which notice shall be written unless an emergency situation exists) undertake the removal or containment of all Regulated Materials, which removal or containment shall be at Lessee's cost; however, any such action by the County or any of its agencies shall not relieve the Lessee of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either the Lessee or the County to contain or remove Regulated Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release. As used in this Lease, Lessee's operations and Lessee's actions and words of similar import, shall include all actions and inaction by Lessee, by its sublessees, or by any of their officers, employees, contractors, subcontractors, invitees, or agents.

(f) As required by applicable environmental laws and regulations, Lessee

shall provide the federal, state, County and Local required regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "Release") of Regulated Materials by Lessee on the Premises or on the Airport property which exceeds an amount required to be reported to any local, County, state, or federal regulatory agency under applicable environmental laws, rules and regulations. Lessee shall further provide the Airport Director with written notice within one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected on the Premises. Lessee shall have an updated contingency plan in effect relating to such Releases which provide minimum standards and procedures for storage of Regulated Materials, prevention and containment of spills and Releases, and transfer and disposal of Regulated Materials. The contingency plan shall describe design features, response actions, and procedures to be followed in case of Releases or other accidents involving Regulated Materials. Lessee agrees to permit entry at all reasonable times and after reasonable written notice of inspectors of the County and of other regulatory authorities with jurisdiction.

(g) The Airport Director, upon reasonable written notice to Lessee, shall have the right to inspect all non-privileged documents relating to the environmental condition of the Premises, which may include without limitation, the Release of any Regulated Materials at the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained by Lessee under applicable environmental laws, rules and regulations pertaining to the Airport including, but not limited to manifests evidencing proper transportation and disposal of Regulated Materials, environmental site assessments, and sampling and test results. Lessee agrees to allow inspection of the

Premises by appropriate federal, state, County, and local agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order issued to the County pertaining to the Airport, pursuant to Chapter 380, Florida Statutes.

(h) If the County arranges for the removal of any Regulated Materials on the Premises that were caused by the Lessee, or any of its sublessees or the officers, employees, contractors, subcontractors, invitees, or agents of Lessee or its sublessees, all reasonable, out-of-pocket costs of such removal incurred by the County shall be paid by the Lessee to the County within ten (10) calendar days of County's written demand, with interest at the rate of eighteen percent (18%) per annum thereafter accruing, provided that Lessee has been provided with written notice of the existence of such Regulated Materials and a reasonable opportunity of not less than ten (10) business days to remove such Regulated Materials on its own, except when the Lessor is permitted to take immediate action to remove the Regulated Materials pursuant to Section 36(e).

(i) Lessee shall not be liable for the Release of any Regulated Materials caused by anyone other than Lessee, or any of its sublessees or the officers, employees, contractors, subcontractors, invitees, or agents of Lessee or any of its sublessees. Nothing herein shall relieve Lessee of its general duty to cooperate with the County ascertaining the source and, containing, removing and abating any Regulated Materials Released on the Premises. The Airport Director and Lessor shall cooperate with the Lessee with respect to Lessee's obligations pursuant to these provisions, including making public records available to Lessee in accordance with Florida Law; provided, however, nothing herein shall be deemed to relieve Lessee of its obligations hereunder or

to create any affirmative duty of County to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with County codes, ordinances, rules and regulations, development orders and grant agreements. The Airport Director and its employees, contractors, subcontractors, and agents, upon reasonable written notice to Lessee, and the federal, state, local and other County agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules and regulations, shall have the right to enter the Premises for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

(j) In the event Lessor shall arrange for the removal of Materials on the Premises that are not the responsibility of the Lessee to correct, and if any such clean-up activities by Lessor shall prevent Lessee from using the Premises for the purposes intended, the rent and other charges hereunder shall be abated, from the date that the use of the Premises for its intended purposes is precluded and until the Premises again become available for the Lessee's use. Lessor shall use reasonable efforts to not disrupt Lessee's business, however, in no event shall Lessee be entitled to any amount on account or lost profits, lost rentals, or other damages as a result of Lessor's clean-up activities.

37. LEASEHOLD MORTGAGEE.

(a) Notwithstanding anything in this Lease to the contrary, Lessor and Lessee agree as follows:

(1) Lessee shall have the right, at any time and from time to time, to (i) execute and deliver one or more mortgages or deeds of trust encumbering this Lease (each, a "Leasehold Mortgage"; and the holder of any Leasehold Mortgage being referred to herein as a "Leasehold Mortgagee") and (ii) assign (absolutely or collaterally) this Lease and any or all of Lessee's rights under this Lease to any Leasehold Mortgagee. If there is more than one Leasehold Mortgagee at any particular time, then each Leasehold Mortgagee will be entitled to the rights in favor of Leasehold Mortgagees contained herein, provided, however, if the provision of such rights to two Leasehold Mortgagees is not possible, then such rights shall be granted only to the more senior Leasehold Mortgagee (the "Senior Leasehold Mortgagee"). For the avoidance of doubt, it is acknowledged and agreed that (i) nothing contained in this Lease shall operate to prevent Lessee from obtaining so-called "mezzanine financing", provided that same does not constitute a direct encumbrance on Lessee's Leasehold estate and (ii) any such mezzanine financing that would constitute an encumbrance on Lessee's leasehold estate shall be a Leasehold Mortgage pursuant to the provisions of this Section 37.

(2) If any Leasehold Mortgagee requires any reasonable modification to this Lease, Lessor shall promptly execute and deliver to Lessee an instrument effecting such modification, provided that any such modification does not modify any of the economic terms of this Lease and does not otherwise materially adversely affect Lessor's rights or obligations hereunder.

(3) Upon the request by any Leasehold Mortgagee, Lessor shall deliver such reasonable documents and agreements as shall be requested by

Lessee or such Leasehold Mortgagee to confirm any matter relevant to this Lease, including an estoppel certificate relating to the status of rent and other payments and the performance by Lessee of its obligations hereunder and such other information as such Leasehold Mortgagee shall reasonably request.

(4) No Leasehold Mortgagee shall have any liability under this Lease unless and until such Leasehold Mortgagee (or its designee) actually becomes the owner of Lessee's leasehold estate through foreclosure or the exercise of its remedies under the Leasehold Mortgage and, thereafter, such Leasehold Mortgagee (or its designee) shall remain liable for such obligations only so long as it remains the owner of Lessee's leasehold estate.

(5) For the avoidance of doubt, Lessor acknowledges and agrees that (i) Lessee's default as mortgagor under a Leasehold Mortgage shall not, in and of itself, constitute a default under this Lease and (ii) any exercise of remedies under a Leasehold Mortgage (including foreclosure by the applicable Leasehold Mortgagee (or its designee)) shall not require Lessor's consent or constitute a default under this Lease.

(6) If the Leasehold Mortgagee or its designee (each, a "Successor Lessee") acquires Lessee's interest in this Lease through the exercise of remedies or enters into a New Lease (as hereinafter defined), then (i) Lessor shall recognize such Successor Lessee as Lessee under this Lease, or under the New Lease, as applicable, (ii) any defaults under this Lease specific to Lessee or of a nature that they cannot be cured by the Successor Lessee (such as the bankruptcy of Lessee) (collectively, the "Lessee-Specific Defaults") shall no longer be defaults under

this Lease, and (iii) the Successor Lessee shall not be bound by any "Modification" (as hereinafter defined) made at any time to this Lease or the New Lease without such Leasehold Mortgagee's prior written consent to any such Modifications.

(7) If the Lessee grants a Leasehold Mortgage, Lessor agrees to execute a subordination agreement with the Leasehold Mortgagee pursuant to which Lessor subordinates any statutory or common law lien Lessor may have on the personal property of Lessee or on improvements Lessee constructs on the Premises, provided, however, that Lessor shall not subordinate any rights which Lessor may have upon the expiration or termination of this Lease to the improvements constructed on the Premises.

(b) Notwithstanding anything to the contrary in this Lease, if Lessee enters into any Leasehold Mortgage, and the Leasehold Mortgagee or Lessee has given Lessor notice thereof and of Leasehold Mortgagee's address for notices, then:

(1) Neither Lessor nor Lessee shall make, and Lessor and Lessee shall not agree to, any modification, or any cancellation, termination or surrender of this Lease, or waiver of any rights under this Lease (any of the foregoing being referred to as a "Modification"), without such Leasehold Mortgagee's prior written consent. Any such Modification made or entered into without such Leasehold Mortgagee's prior written consent shall not be effective and shall not bind such Leasehold Mortgagee or any Successor Lessee.

(2) Wherever this Lease allows Lessee to initiate any claims against Lessor, such Leasehold Mortgagee may exercise such right in Lessee's name.

Promptly after either (i) Lessor becomes aware of any such claim or (ii) the initiation of a proceeding to resolve any dispute hereunder, Lessor shall so notify such Leasehold Mortgagee and, in such event, such Leasehold Mortgagee may participate in such proceeding and/or the resolution of any such claim.

(3) Lessor shall give a copy to such Leasehold Mortgagee (by a means permitted by this Lease) of: (i) any notice under this Lease given to Lessee (simultaneously with delivery to Lessee), and (ii) any notice received by Lessor from any legal authority or insurance carrier relating to the Premises (within two (2) days after Lessor's receipt of same).

(4) Any Leasehold Mortgagee may at any time exercise any or all rights or remedies of Lessee under this Lease, including Lessee's renewal rights, if any, and rights to give any notices under this Lease.

(5) If a default hereunder occurs and Lessee does not cure it within the cure period under this Lease, then Lessor shall promptly give such Leasehold Mortgagee notice thereof (the "Cure Expiration Notice"), in which event such Leasehold Mortgagee shall have an additional time period to cure such default as follows: (i) in the case of a monetary default, an additional forty-five (45) days beyond the date upon which such Leasehold Mortgagee shall have received the Cure Expiration Notice and (ii) in the case of a non-monetary default, an additional ninety (90) days beyond the date upon which such Leasehold Mortgagee shall have received the Cure Expiration Notice, except that if such non-monetary default is of a nature that it cannot be cured within such time, then such additional time as is necessary to remedy same (provided that Leasehold

Mortgagee is using diligent efforts to remedy same). Without limitation of the foregoing, Lessor (x) acknowledges that some defaults by Lessee are not susceptible of cure by such Leasehold Mortgagee unless and until such Leasehold Mortgagee obtains possession of the Premises and such obtaining of possession may be delayed by Lessee's actions, including delayed by Lessee filing for bankruptcy and (y) agrees that such Leasehold Mortgagee's prosecution of diligent efforts to obtain such possession shall be deemed to be included within such Leasehold Mortgagee's time to cure in clause (ii) above.

(6) Lessor and Lessee authorize such Leasehold Mortgagee to enter the Premises, and take any actions, as reasonably necessary to cure any defaults.

(c) Notwithstanding anything in this Lease to the contrary, Lessor and Lessee agree as follows:

(1) If this Lease shall have been terminated for any reason whatsoever or if it is rejected by Lessee or a trustee in any bankruptcy proceeding, then (in addition to any other notice that Lessor is required to give) Lessor shall, within ten (10) business days of the date that Lessor receives notice of same, notify each Leasehold Mortgagee. Such notice shall describe the basis upon which this Lease was terminated (or rejected) and describe all uncured defaults in reasonable detail. Upon a Leasehold Mortgagee's request (the "New Lease Request") given within ninety (90) days (the "90-Days Period") following receipt of Lessor's notice advising of the termination of this Lease, Lessor shall enter into a new lease for the balance of the term hereof and upon all of the same terms and conditions of this Lease and in the same form as this Lease (a "New Lease") with Successor

Lessee and such New Lease shall have the same priority as the terminated lease, provided that after the effectiveness of such New Lease, the Successor Lessee shall cure any defaults which are not Lessee-Specific Defaults.

(2) On the commencement of the term of the New Lease, Lessor shall assign and convey without recourse to the Successor Lessee, Lessor's interest in all: (i) moneys (including insurance and condemnation proceeds), if any, then held by, or payable to, Lessor that Lessee or Leasehold Mortgagee would have been entitled to receive but for the termination, (ii) leases (including any leases that were formerly subleases arising from the terminated Lease), which leases, upon such assignment by Lessor to Successor Lessee, shall become subleases, (iii) security and/or other deposits of subtenants, and (iv) all improvements.

(3) Between the date of the termination of this Lease and the earlier of the commencement of a New Lease or the expiration of the 90-Days Period without the delivery of a New Lease Request: (i) any subleases shall temporarily be in the nature of direct leases between Lessor and the former subtenant; (ii) Lessor shall not cancel any such direct lease or sublease; and (iii) Lessor shall not enter into any new lease of the Premises or any portion thereof.

(4) All rights of any Leasehold Mortgagee, and obligations of Lessor, regarding a New Lease shall survive termination (or rejection in bankruptcy) of this Lease.

(d) Notwithstanding anything in this Lease to the contrary, Lessor and Lessee agree as follows:

(1) Notwithstanding anything to the contrary in any mortgage encumbering Lessor's fee interest, any such fee mortgage is subject and subordinate to this Lease and any amendment, renewal or modification of this Lease and any Leasehold Mortgage. Without limitation of the foregoing, for so long as there is a Leasehold Mortgage in effect at the time of a casualty and/or condemnation event, then no mortgagee under any mortgage encumbering Lessor's fee interest shall have any right to receive any insurance or condemnation proceeds. Lessor and Lessee hereby acknowledge and agree that as of the date hereof, Lessor does not have the right to encumber Lessor's fee interest in the Premises with a mortgage.

(2) Upon request, each Leasehold Mortgagee shall be named as an "Additional Insured" on Lessee's insurance policies, and in the event of any casualty affecting all or any portion of the improvements on the Premises: (i) the Senior Leasehold Mortgagee shall be entitled to participate in the adjustment of losses with the insurance company, (ii) all insurance proceeds otherwise payable to Lessee or Lessor or both shall be distributed to the Senior Leasehold Mortgagee, and (iii) the Senior Leasehold Mortgagee may determine, in its sole discretion, to apply any insurance proceeds to the payment of the indebtedness outstanding under such Leasehold Mortgage, to disburse them for restoration and/or repair, or to otherwise disburse them to Lessee to be used as Lessee determines. If there are proceeds remaining after disbursement to the Senior Leasehold Mortgagee as hereinabove provided, same shall be disbursed to any

second priority Leasehold Mortgagees as hereinabove provided before any distribution thereof is required to be made to Lessee.

(3) In the event of any condemnation affecting all or any portion of the Premises: (i) each Leasehold Mortgagee shall have the right to intervene and be made a party to any such condemnation proceedings, (ii) Lessee's interest in any award or damages for such taking is hereby set over, transferred and assigned by Lessee to each Leasehold Mortgagee (in the priority of their respective Leasehold Mortgages), and (iii) the Senior Leasehold Mortgagee may determine, in its sole discretion, to apply any condemnation awards to the payment of the indebtedness outstanding under such Leasehold Mortgage, to disburse them for restoration and/or repair, or to otherwise disburse them to Lessee to be used as Lessee determines. If there are proceeds remaining after disbursement to the Senior Leasehold Mortgagee as hereinabove provided, same shall be disbursed to any second priority Leasehold Mortgagees as hereinabove provided before any distribution thereof is required to be made to Lessee.

(e) There shall be no merger of the leasehold estate created hereby with the fee or any other estate or interest in the Premises, or any part thereof, by reason of the fact that the same person may acquire, own or hold the leasehold estate and the fee or any other estate or interest.

(f) Each loan and the loan documents pertaining thereto may, from time to time, be extended, modified, renewed, refinanced, cross-collateralized, consolidated, securitized, participated, amended and restated, in the Leasehold Mortgagee's sole discretion and without Lessor's consent.

(g) If a Successor Lessee, directly or indirectly takes title to any of the Premises, or if a New Lease is entered into pursuant to Section 37(c), above, the Successor Lessee shall itself perform any or all of the services required or permitted under this Lease, or it may do so by contracting with, or subletting the Premises to, a third party (including a fixed base operator), to provide such services.

The provisions of this Section shall survive the expiration or other termination of this Lease.

38. TITLE. Notwithstanding any other provision of this Lease to the contrary, Lessor hereby acknowledges, agrees, represents and covenants that until the due recording of both (a) either this Lease or a notice or memorandum of this Lease, and (b) an assignment of this Lease to Treasure Coast FBO, LLC, a Delaware limited liability company (collectively, the "Recording"), Lessee's interest under this Lease shall remain subject only to the liens, encumbrances and state of facts with respect to this Lease and the Premises that exist as of March 12, 2008.

39. NONDISCRIMINATION PROTECTION. Lessor shall properly maintain, operate and manage the Airport (including all systems) at all times in a safe manner, according to generally accepted good practices in the State of Florida for airports of similar size and character. In no event shall the services provided by Lessor hereunder be less than those provided to any other tenants, occupants and/or fixed base operators operating at the Airport or any other airport owned or operated by Lessor. Lessor shall not make arrangements (including with respect to fees, rent and/or other charges) with any other person or party, unless such other or future agreement for the same

operation(s) or substance shall be on terms or conditions no more favorable than those granted to Lessee under this Lease.

40. NOTICE OF ANY FUTURE "REQUEST FOR PROPOSALS". Lessor shall provide at least three (3) months' prior written notice to Lessee, in each instance where Lessor intends to issue a Request for Proposal for the development of other land at the Airport. Prior to the issuance of any future Request for Proposal, Lessor shall hold an informational meeting with the tenants of the Airport at such time and the public to discuss the impact of any such contemplated Request for Proposal.

41. ESTOPPEL CERTIFICATES. Lessor and Lessee agree, that upon the request of the other, it shall deliver an estoppel certificate to the requesting party confirming whether or not this Lease has been amended, whether or not either party is in default hereunder, the status of rent and other payments due hereunder, and such other information as the requesting party shall reasonably request.

42. RENT ABATEMENT. If Lessee, through no fault of its own, suffers loss: (i) by being prevented from using the public portion and public facilities of the Airport (for any reason other than an act of God); or (ii) because any governmental agency through its sovereign power, stops, suspends or seriously limits the Lessee's use of the public portion and public facilities of the Airport (excluding, however, any condemnation, the terms of which are addressed in Section 16 hereof) (either of the conditions described in clauses (i) and (ii) above, is herein collectively referred to as a "Suspension"), then (a) if the Suspension occurs for a period of more than fourteen (14) (or, in the case of a "Runway Rehabilitation" (defined below), thirty (30))

consecutive days, Annual Rent (and all other charges under this Lease) shall abate from and after the fifteenth (15th) day (or, in the case of a Runway Rehabilitation, the thirty-first (31st) day) of any such Suspension, until such time as Lessee shall have the right to use all such public portions and public facilities of the Airport, and (b) notwithstanding the foregoing clause (a), if the Suspension occurs (I) for any thirty (30) days (whether or not consecutive) during any consecutive twelve (12) calendar month period (each such period, an "Abatement Year") during which a Runway Rehabilitation has not occurred, then from and after the thirty-first (31st) day of Suspension during the applicable Abatement Year (without regard for whether any of the prior thirty (30) days of Suspension were consecutive), Annual Rent (and all other charges under this Lease) shall abate as to each day of Suspension thereafter during such applicable Abatement Year (whether or not such Suspension is part of a consecutive 14-day period, or in the case of a Runway Rehabilitation, a consecutive 30-day period), and (II) for any forty-five (45) days (whether or not consecutive) during any Abatement Year during which a Runway Rehabilitation has occurred, then from and after the forty-sixth (46th) day of Suspension during the applicable Abatement Year (without regard for whether any of the prior forty-five (45) days of Suspension were consecutive), Annual Rent (and all other charges under this Lease) shall abate as to each day of Suspension thereafter during such applicable Abatement Year (whether or not such Suspension is part of a consecutive 14-day period, or in the case of a Runway Rehabilitation, a consecutive 30-day period). If any Suspension shall continue for more than three hundred sixty five (365) days, then in addition to any and all other rights and

remedies set forth in this Lease, Lessee shall have the option to terminate this Lease, in which event all rent and fees or any other monies payable by Lessee under this Lease shall be apportioned to the date of termination and the parties shall have no further obligation to each other hereunder, except for any obligations which have accrued or which are expressly stated herein to survive the termination of this Lease. As used herein, the term "Runway Rehabilitation" means any total rehabilitation overlay of Runway 9/27. Lessor agrees to cause any Runway Rehabilitation to be performed in an expeditious manner in order to complete such rehabilitation as soon as possible.

43. BROKERAGE. Each party represents and warrants to the other, that no broker, agent or finder (a) negotiated or was instrumental in negotiating or consummating this Lease on its behalf, and (b) is or might be entitled to a commission or compensation in connection with this Lease. Each party indemnifies and holds harmless the other from and against any losses, costs, expenses and liabilities (including reasonable attorneys' fees and enforcement costs) arising out of the falsity of its respective representation contained in this Section. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

44. CONSENT. Lessor hereby represents, warrants and covenants that Lessor has duly consented to (i) all prior assignments of the Prior Lease and/or any interests therein or thereunder and/or all prior transfers of any interest in any current or prior lessee under the Prior Lease (including transfers of control of any such lessee), (ii) all prior and/or existing subleases (collectively, the "Subleases") made by Lessee (or a predecessor in interest) under the Prior Lease, (iii) all sub-subleases and assignments of any Subleases and/or other interests in any Subleases and (iv) all assignments and/or

transfers of buildings, structures, hangars and/or any other improvements on the Premises.

IN WITNESS WHEREOF, Lessee has executed this Lease on this 15th
day of May, 2008.

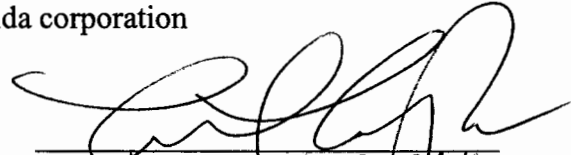
LESSEE

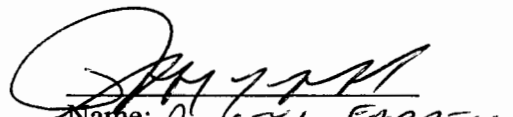
ATTEST:

**AIR CHARTER OF FLORIDA, INC., a
Florida corporation**


Name: Tiffanie Remillard
Title:

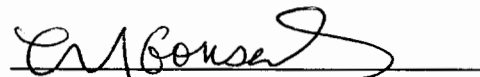
BY:


Name: MARTIN MOBARK
Title: PRESIDENT


Name: RICKEY L. FARRELL
Title:

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

BEFORE ME, the undersigned authority, personally appeared MARTIN MOBARK, being duly sworn, deposes and says that he/she has read and executed the foregoing instrument and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed on this 15th day of May, 2008.


Notary Public
State of FLORIDA

My Commission Expires:

Personally Known ☒ Produced Identification
Type of Identification Produced:

(Notary Seal)



IN WITNESS WHEREOF, Lessor has executed this Lease on this 22 day of April, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

Melissa Stiles
Name:
Title: Deputy Clerk

BY: Joseph E. Smith
Name:
Title: CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:

Name:
Title:

Justin Long
Name:
Title: COUNTY ATTORNEY

STATE OF FLORIDA)

) ss

COUNTY OF ST. LUCIE)

BEFORE ME, the undersigned authority, personally appeared JOSEPH SMITH, chairman of the St. Lucie County Board of County Commissioners, being duly sworn, deposes and says that he has read and executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed on this 22 day of April, 2008.

Carol A. Bishop
Notary Public
State of Florida

My Commission Expires:

(Notary Seal)

Personally Known _____ Produced Identification
Type of Identification Produced:

NOTARY PUBLIC
STATE OF FLORIDA
Carol A. Bishop
Commission # DD323640
Expires May 26, 2008
Bonded Troy Pain Insurance, Inc. 800-385-7019

EXHIBIT "A"
LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN SECTION 29, TOWNSHIP 34 SOUTH, RANGE 40 EAST OF THE TALLAHASSEE BASE MERIDIAN, ST. LUCIE COUNTY, FLORIDA. THE BEARINGS CONTAINED IN THIS LEGAL DESCRIPTION ARE BASED UPON STATE PLANE GRID NORTH. THE DISTANCES REFER TO GROUND DISTANCES, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT;

COMMENCING FOR REFERENCE AT THE NATIONAL GEODETIC SURVEY SECONDARY AIRPORT CONTROL STATION STAMPED "LUCIEPORT AZ MK 1989"; THENCE, BEARING SOUTH 45°08'02" WEST, A DISTANCE OF 700.79 FEET TO A POINT ON THE CENTERLINE OF TAXIWAY CHARLIE; THENCE, BEARING SOUTH 44°51'58" EAST, ALONG SAID CENTERLINE AND AN EXTENSION THEREOF, A DISTANCE OF 301.83 FEET TO A POINT; THENCE, BEARING SOUTH 45°04'26" WEST, A DISTANCE OF 14.88 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, BEARING SOUTH 50°08'41" EAST, A DISTANCE OF 125.64 FEET TO A POINT; THENCE, BEARING SOUTH 00°26'26" EAST, A DISTANCE OF 589.00 FEET TO A POINT; THENCE, BEARING SOUTH 89°52'26" WEST, A DISTANCE OF 1,044.20 FEET TO A POINT; THENCE, BEARING NORTH 00°26'26" EAST, A DISTANCE OF 283.00 FEET TO A POINT; THENCE, BEARING SOUTH 88°00'53" EAST, A DISTANCE OF 533.03 FEET TO A POINT; THENCE, BEARING NORTH 45°04'26" EAST, A DISTANCE OF 576.72 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAINS AN AREA OF 398,365 SQUARE FEET OR 9.15 ACRES, MORE OR LESS.

PARCEL 2:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN SECTION 29, TOWNSHIP 34 SOUTH, RANGE 40 EAST OF THE TALLAHASSEE BASE MERIDIAN, ST. LUCIE COUNTY, FLORIDA. THE BEARINGS CONTAINED IN THIS LEGAL DESCRIPTION ARE BASED UPON STATE PLANE GRID NORTH. THE DISTANCES REFER TO GROUND DISTANCES. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT;

COMMENCING FOR REFERENCE AT THE NATIONAL GEODETIC SURVEY SECONDARY AIRPORT CONTROL STATION STAMPED "LUCIEPORT AZ MK 1989" WITH A NORTHING COORDINATE OF 1,147,261.77 FEET AND AN EASTING COORDINATE OF 863,206.35 FEET, BASED ON THE NORTH

AMERICAN DATUM OF 1983, 1999 ADJUSTMENT; THENCE BEARING NORTH 44°04'24" WEST, A DISTANCE OF 801.74 FEET TO A POINT; THENCE BEARING NORTH 45°55'36" EAST, A DISTANCE OF 285.90 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL: THENCE BEARING NORTH 45°08'37" EAST, A DISTANCE OF 378.75 FEET TO A POINT; THENCE BEARING SOUTH 84°51'00" EAST, A DISTANCE OF 192.77 FEET TO A POINT; THENCE BEARING SOUTH 44°51'23" EAST, A DISTANCE OF 868.53 FEET TO A POINT; THENCE BEARING SOUTH 45°08'37" WEST, A DISTANCE OF 503.56 FEET TO A POINT; THENCE BEARING NORTH 44°48'17" WEST, A DISTANCE OF 1016.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 502,110 SQUARE FEET OF 11.53 ACRES, MORE OR LESS.

EXHIBIT "B"
SCHEDULE OF INSURANCE

**ATTACHMENT A
(MINIMUM INSURANCE REQUIREMENTS)**

15. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

	Fixed Base Operator	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental or Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Other Commercial Aeronautical Activities	Temporary Specialized Aviation Service Operator	Non-Commercial Hangar Operator	Non-Commercial Self-Fueling Permittee
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)										
Each Occurrence	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
VEHICULAR LIABILITY (Combined Single Limit, Each Occurrence)										
Non-Movement Area	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Movement Area	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
HANGAR KEEPER'S LIABILITY (Largest Aircraft Normally Accommodated)										
SE Piston Group I	\$5,000,000 Each Aircraft \$15,000,000 Each Occurrence	Each Aircraft	\$150,000	\$150,000			\$150,000	\$150,000		
		Each Occurrence	\$300,000	\$300,000			\$300,000	\$300,000		
ME Piston Group I		Each Aircraft	\$250,000	\$250,000			\$250,000	\$250,000		
		Each Occurrence	\$500,000	\$500,000			\$500,000	\$500,000		
Turboprop Group I		Each Aircraft	\$500,000	\$500,000			\$500,000	\$500,000		
		Each Occurrence	\$1,000,000	\$1,000,000			\$1,000,000	\$1,000,000		
Turboprop Group II		Each Aircraft	\$1,000,000	\$1,000,000			\$1,000,000	\$1,000,000		
		Each Occurrence	\$2,000,000	\$2,000,000			\$2,000,000	\$2,000,000		
Turbojet Group I		Each Aircraft	\$1,500,000	\$1,500,000			\$1,500,000	\$1,500,000		
		Each Occurrence	\$3,000,000	\$3,000,000			\$3,000,000	\$3,000,000		
Turbojet Group II		Each Aircraft	\$2,500,000	\$2,500,000			\$2,500,000	\$2,500,000		
		Each Occurrence	\$5,000,000	\$5,000,000			\$5,000,000	\$5,000,000		
Turbojet Group III		Each Aircraft	\$5,000,000	\$5,000,000			\$5,000,000	\$5,000,000		
		Each Occurrence	\$15,000,000	\$15,000,000			\$15,000,000	\$15,000,000		
AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)										
SE Piston/Group I						\$1,000,000/\$100,000 sub limit per person				
ME Piston/Group I						\$1,000,000/\$100,000 sub limit per person				
Turboprop/Group I & II						\$2,500,000/\$250,000 sub limit per person				
Turbojet/Group I						\$2,500,000/\$250,000 sub limit per person				
Turbojet/Group II						\$5,000,000/\$250,000 sub limit per person				
Turbojet/Group III						\$5,000,000/\$250,000 sub limit per person				
Student and Renters				\$100,000						
ENVIRONMENTAL LIABILITY (Combined Single Limit, Each Occurrence)										
Each Occurrence	\$1,000,000	\$1,000,000								Required
WORKER'S COMPENSATION										
Limits Based Upon Statutory Requirements										

**ATTACHMENT A
(MINIMUM INSURANCE REQUIREMENTS)**

Commercial General Liability to include bodily injury, personal injury, and Property damage for all premises, products and completed operations, unlicensed Vehicles, and contractual liability. Non-licensed Vehicles operated on the movement area will require coverage in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Vehicular Liability or Business Automobile Liability to include bodily injury and Property damage for all Vehicles (owned, non-owned, or hired).

Hangar Keeper's Liability to include Property damage for all non-owned Aircraft under the care, custody, and control of the Operator.

Aircraft and Passenger Liability to include bodily injury, Property damage, and passenger injury for all owned, leased, or operated Aircraft.

Student and Renter Liability to include bodily injury, personal injury, and Property damage (excluding aircraft hull) for students and renters of Aircraft.

Environmental Liability to include bodily injury, Property damage, and environmental cleanup costs.

SE = Single engine aircraft.

ME = Multi engine aircraft.

EXHIBIT "C"
TAXES APPLICABLE TO THE PREMISES

TAXES DUE AS OF MARCH 31, 2008

Air Charter of Florida, Inc. - \$1,162.40

Mobarak Aircraft, LLC - \$6,260.40

EXHIBIT "D"
SITE ASSESSMENTS

1. Limited Phase II Environmental Site Assessment conducted on Jet Service Center - Paint Hangar 3915, St. Lucie County Airport, ECS Project No. 25-1322, February 18, 2008, prepared for Joseph F. Houston, prepared by ECS, LLC, Florida.
2. Limited Phase II Environmental Site Assessment conducted on Jet Service Center - 3131 Jet Center Terrace, St. Lucie County Airport, ECS Project No. 25-1322 A-D, February 22, 2008, prepared for Joseph F. Houston, prepared by ECS, LLC, Florida.

EXHIBIT 4-1

Wiatrak e-mail (May 27, 2015)

Archived: Thursday, June 14, 2018 11:07:49 AM
From: John Wiatrak
Sent: Wed, 27 May 2015 06:23:22
To: jpavinvest@aol.com; rahrens@ahrenscompanies.com
Cc: Frannie Hutchinson; Mark Satterlee; Heather Young; Leslie Olson
Subject: RE: Fort Pierce 12,000 s/ft hangar
Sensitivity: Normal

Good morning,
I do indeed have the appraisal from 2013. Please see the attached. We are excited to accommodate a new hangar on this parcel.

John Wiatrak, C.M., ACE, Manager
St. Lucie County International Airport
772-462-1732
772-462-1727 Office
772-462-1718 Fax
wiatrakj@stlucieco.org

-----Original Message-----

From: jpavinvest@aol.com [<mailto:jpavinvest@aol.com>]
Sent: Wednesday, May 27, 2015 9:05 AM
To: rahrens@ahrenscompanies.com
Cc: Frannie Hutchinson; John Wiatrak
Subject: Fort Pierce 12,000 s/ft hangar

Dear Richard,

Last week I had a meeting with Fran Hutchinson, Chairperson of St. Lucie commission (772-462-1100) and the county attorney. She advised me that our proposed project at St Lucie County Airport could be put on fast track to meet the required mid-December occupancy of proposed hangar. As you know, this proposed project is located right next door to our existing 12,000 s/ft hangar (3040 Airmans Drive). The airport manager, John Wiatrak, (772-462-1732, email: WiatrakJ@stlucieco.org) may have an existing survey he could email you.

Any other information you may need, please feel free to contact me. Time is of the essence on this project.

Thanks,

James T. Robinson, President
Robinson Air Crane, Inc.
(305) 302-9696

Sent from my iPad

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EXHIBIT 4-2

Olson e-mail (Sept. 3, 2015)

Archived: Thursday, June 14, 2018 11:17:39 AM
From: Leslie Olson
Sent: Thu, 3 Sep 2015 11:40:58
To: Britton Wilson; Diana Waite; Jeffrey Johnson; Linda Pendarvis
Cc: Mark Satterlee; Frannie Hutchinson
Subject: FW: New hanger for RAC
Sensitivity: Normal

Please let me know as soon as something comes in for Robinson Air Crane at the airport. It needs to be expedited as Economic Development

Leslie Olson, AICP
Director
Planning and Development Services Department
Planning & Economic Development, Building & Code Enforcement, Airport

2300 Virginia Avenue
Fort Pierce, FL 34982

(772) 462-1960

St. Lucie County Planning Division is committed to great service and your feedback is vital.
Please take our short survey to let us know how we're doing.
<http://www.stlucieco.gov/planning/SLCPlanningSurvey.htm>

-----Original Message-----

From: Missy Stiadle On Behalf Of Frannie Hutchinson
Sent: Thursday, September 03, 2015 2:27 PM
To: Leslie Olson
Subject: FW: New hanger for RAC

FYI

-----Original Message-----

From: robaircrane@aol.com [<mailto:robaircrane@aol.com>]
Sent: Thursday, September 03, 2015 10:18 AM
To: Frannie Hutchinson
Subject: New hanger for RAC

My architect, engineer, contractor just submitted 11 pages to planning Leslie Olson hope this works we've already spent over \$21,000, My attorney still has no rough draft lease. Can you check with your folks. Thanks
Jim Robinson

Sent from my iPhone

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EXHIBIT 4-3

**Johnson e-mail attaching Draft Report
(Sept. 11, 2015)**

Archived: Thursday, June 14, 2018 11:18:50 AM

From: Jeffrey Johnson

Sent: Fri, 11 Sep 2015 09:55:12

To: jmfarcj@gmail.com; robaircrane@aol.com

Cc: Linda Pendarvis; Sarah Smith

Subject: Robinson Air Crane - DAFT DRC Report

Sensitivity: Normal

Attachments:

[Robinson Air Crane DRC Draft Staff Report.doc](#) 

Please see attached DRAFT DRC Report. DRC is scheduled for Thursday, September 15, 2015 @ 2:00 p.m. in the Planning and Development Services Conference Room #1.

In the meantime, if you have any questions please contact me.

Regards,

Jeff Johnson
Senior Planner
(772) 462-1580 direct

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**ST. LUCIE COUNTY, FLORIDA
PDS DEPARTMENT**

**DEVELOPMENT REVIEW
COMMITTEE (DRC)
DRAFT REPORT**

**ROBINSON AIR CRANE – WEST HANGER
MINOR SITE PLAN**

Applicant/Owner:	James Robinson
Agent for the Applicant:	John Foster
County Project Coordinator:	Jeff Johnson, Senior Planner
Interim Planning Manager:	Linda Pendarvis
County Project Number:	MNSP 920154923
Application Type(s):	Minor Site Plan
Date Application Originally Submitted:	September 3, 2015
Staff Review Comment Due Date:	September 11, 2015
TRC Meeting Date:	September 10, 2015
DRC Meeting Date:	September 17, 2015
Deadline to Re-Submit:	January 20, 2016
DRC Certification Meeting Date:	TBD
Planning & Zoning Commission Meeting Date:	N/A
Board of County Commissioners Meeting Date:	N/A

**RECOMMENDATION
OF THE
DEVELOPMENT REVIEW COMMITTEE**

Pursuant to St. Lucie County Land Development Code (LDC), the Development Review Committee (DRC) has reviewed the subject application and has determined that it does not comply with the requirements in LDC, Section 11.02.03 (Standards of Review for Minor Site Plan Review) and all other requirements of this Code for this proposed project. The DRC has determined that in order for the application to be certified and move forward to the next step in the development review process the certification issues included herein shall be resolved, and any comments or recommendations shall be addressed by the applicant.

It is recommended that you contact the governmental agency identified in the heading above each section of comments prior to the DRC meeting. The DRC will certify your applications only upon resolution of all certification issues, acceptance of the recommended conditions of approval and compliance with the all LDC requirements.

The comments in this report are on based on the application materials received and date stamped by the Planning and Development Services Department on September 3, 2015. Your application will be reviewed by the DRC Committee at 2:00 p.m. or as soon thereafter on Thursday, September 17, 2015 in the Planning and Development Services Department. Both

Petition: Robinson Air Crane – West Hanger
 Minor Site Plan
 DRAFT REPORT

the applicant and representatives (agents) are requested to attend the scheduled DRC meeting. Plan revisions are due by 12:00 noon on January 20, 2016.

If you intend to respond to this report, submit either:

- 1) Ten (10) hard copies and two (2) CD's (computer disks) which include text documents in Word (.doc) format and graphic exhibits in .pdf format; or,
- 2) A letter of intent to respond to these comments. Your response is required within 30 working days of the date of this letter in accordance with the provisions of Section 11.06.00 of the LDC. No further review can take place until the comments are resolved.

If you choose not to resubmit documentation addressing these comments within 120 days of the date of this report, your applications will be considered withdrawn along with the forfeiture of all fees paid to date.

A. Project Description/Analysis and Standards for Review

The applicant, Robinson Air Crane is requesting Minor Site Plan approval for an approximately 11,950 s.f. aircraft hangar to be located on vacant County owned property at the Treasure Coast International Airport. The subject leased area is approximately 1 acre in size and is zoned U, Utilities which is consistent with the T/U, Transportation/Utilities future land use. St. Lucie County Utilities provides potable water and sewer service to the site.

In order for staff to support this request, the following comments need to be satisfactorily addressed in this report.

B. Compliance Assessment

The specific findings and conclusions of each review agency related to this request are identified in Sections E through U of this report. The current review status for each agency is as follows:

Section	Department/Division	Reviewer	Phone	Date of Review	Certification
E	Planning Division	Jeffrey Johnson	462-1590	9/11/2015	No
F	Design Review	Jeffrey Johnson	462-1589	9/11/2015	Yes
G	Mosquito Control	John Tucker	462-1269	9/8/2015	Yes
H	Airport Department	John Wiatrak	462-1727	9/11/2015	Yes
I	Health Department	David Koerner	873-4927	9/11/2015	Yes
J	Property Acquisitions	Janet LiCausi	462-1725	9/9/2015	Yes
K	Stormwater	Mike Halter	462-2719	9/8/2015	No
L	County Surveyor	Ron Harris	462-1721	9/9/2015	No
M	Parks and Recreation	Ed Matthews	462-1518	9/11/2015	Yes
N	Environmental	Jennifer McGee	462-3862	9/11/2015	No

Petition: Robinson Air Crane – West Hanger

Minor Site Plan

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O	Sherriff	Richard Ziarkowski	462-3223	9/11/2015	Yes
P	Community Services	Corine Williams	340-0667	9/11/2015	Yes
Q	School Board	Marty Sanders	429-3640	9/11/2015	N/A
R	Traffic	Jeff Johnson	462-1580	9/10/2015	Yes
S	Engineering	Edmund Bas	462-2184	9/11/2015	No
T	Fire District	Richard Williams	621-3322	9/9/2015	No
U	SLC Utilities	Ray Murankus	462-5221	9/11/2015	Yes

C. Review Board/Committee Action

This petition requires a review and recommendation from the Development Review Committee (DRC). The Planning and Development Services Director shall take final action on this site plan.

D. Location and Site Information

South of 3040 Airman's Drive.

E. Determination of Compliance with Land Development Code and Comprehensive Plan Requirements – Planning and Zoning Divisions

Unresolved Issues

Site Plan

1. Please label the drawing "West Hanger Robinson Air Crane – Minor Site Plan".
2. Identify and label the existing 8 inch water main on the site plan and place a note next to indicating that the "existing water line to be removed"
3. Please provide a legal description of the lease area.
4. Remove Notes E and F. Replace with the following:
Zoning: U, Utilities
Future Land Use: T/U, Transportation/Utilities
Overlay Zoning: Airport Zoning Overlay
5. Remove Note D pertaining to Maximum building area.
6. Under "Approximate Site Coverage" please make sure the lease area and building size are correct.
7. The site does not have an address assigned by the County. Please coordinate and contact Janet Merkt, Mapping Technician (772) 462-1265. If the address of 3020 is not acceptable, please revise Note D.

Conditions of Approval

1. Prior to the issuance of a building permit, the existing 8 inch water main shall be re-located to interfere with the proposed structure. This work shall be coordinated with St. Lucie County Utilities, the St. Lucie County Fire District and the Airport Manager.

Petition: Robinson Air Crane – West Hanger

Minor Site Plan

DRAFT REPORT

2. Prior to the issuance of a building permit, please submit a copy of the executed lease agreement for the site to the Planning Division.

F. Determination of Compliance with Architectural Design Requirements – Planning Division

Unresolved Issues

None.

G. Determination of Compliance with Mosquito Control Requirements – Mosquito Control District

Unresolved Issues

None.

H. Determination of Compliance with Airport Requirements – Airport Department

Unresolved Issues

None.

I. Determination of Compliance with Health Requirements – Health Department

Unresolved Issues

None.

J. Determination of Compliance with Property Acquisition Requirements – Property Acquisition Division, Legal Department

Unresolved Issues

None.

K. Determination of Compliance with Stormwater Requirements – Water Quality Division, Public Works Department

Unresolved Issues

1. A St. Lucie County Stormwater Permit is required in accordance with Sections 7.07.00 and 11.05.07 of the S.L.C. Land Development Code prior to any construction or development activity on site.
2. A South Florida Water Management District Environmental Resource Permit or modification to permit if existing is required.

Petition: Robinson Air Crane – West Hanger

Minor Site Plan

DRAFT REPORT

3. Show the location of the legal positive outfall on the site plan in accordance with S.L.C. Land Development Code Section 11.02.10.
4. Delineate all floodplain and floodway boundaries and provide minimum finished floor elevations for the project on the site plan in accordance with S.L.C. Land Development Code Section 11.02.00.
5. Finished Floor Elevations must be eighteen the crown of inches above any adjacent roadway in accordance with S.L.C. Land Development Code Section 7.04.01.
6. Buildings lying within a designated Special Flood Hazard Area where the base flood elevation has not been determined shall be elevated above the greater of thirty six inches above the adjacent average natural grade or eighteen inches above the crown of any adjacent roadway in accordance with S.L.C. Land Development Code Section 7.04.01.
7. Show the location of any existing and proposed easements on the site plan in accordance with S.L.C. Land Development Code Section 11.02.00.
8. Show the location of all drainage retention areas and major drainage improvements on the site plan in accordance with S.L.C. Land Development Code Section 11.02.00.
9. Commercial or industrial zoned projects shall provide at least one-half inch of dry detention or retention pretreatment as part of the required retention/detention in accordance with S.L.C. Land Development Code, Section 7.07.07.C.
10. Show the location of any existing drainage swales, ditches, pipes or other structures to be filled or removed that may impact adjoining properties.

Additional Information

L. Determination of Compliance with County Survey Requirements – Engineering Division, Public Works Department

Unresolved Issues

1. The applicant is advised that the subject parcel lies within the urban service boundary.
2. It is noted that the specific purpose survey did not indicate the location of the adjoining lease lines for Parcels 5 and 6.
3. It is noted that the proposed lease lines will overlap into the current parcel lease areas. Adjustments to existing lease areas will probably be warranted.
4. The applicant is advised that the proposed retention area is located within a portion of Parcel 6 lease boundaries. Has permission been received from the adjoining lease holder?
5. The applicant is advised that all storm water piping located beneath vehicular use areas shall be RCP.
6. It is noted that the proposed development does not indicate a positive drainage outfall.

Petition: Robinson Air Crane – West Hanger

Minor Site Plan

DRAFT REPORT

7. The applicant is advised that the St. Lucie County Fire District has a separate site plan submittal process.
8. It is noted that the site plan indicates an off-set distance of 45' from the proposed aircraft hangar to the existing Hangar 8 West. The civil plans indicate 35'.

M. Determination of Compliance with Park and Recreational Requirements – Park and Recreation Department

Unresolved Issues

None.

N. Determination of Compliance with Environmental Requirements – Environmental Resource Department

Background

The Environmental Resources Department (ERD) received the September 3, 2015 Planning and Development Services' date-stamped submittal. The applicant requests approval of a minor site plan in order to construct an 11,950 square ft. aircraft storage hangar. The 0.9-acre parcel is located at 3020 Airmans Drive in Fort Pierce. The project area has been previously cleared and consists of grass with three native cabbage palms.

Unresolved Issues

- 1) The project site is located within the Florida Fish and Wildlife Service Scrub Jay consultation area. Although no habitat remains onsite, verification from FWS that no further surveys or consultation is required. For your convenience ERD staff has initiated consultation with Jeffrey Howe of FWS via email. Please feel free to follow up with Mr. Howe at Jeffrey_howe@fws.gov or 772-469-4283.
- 2) Please clarify if the existing cabbage palms will be impacted. If so please provide a mitigation plan.

Staff Recommendations

Though not required by code, ERD recommends the following:

- 1) Incorporate low impact development features, such as: landscaping dry detention areas with native vegetation, creating curb-cuts to direct stormwater into landscape islands, utilizing rain barrels/cisterns to collect water for irrigation, and preserving/planting native vegetation in lieu of sod; for more information regarding low impact development, please visit: http://www.lid-stormwater.net/lid_techniques.htm.

Conditions of Approval

Subject to resolution of the findings listed above, the following is a list of Conditions of Approval:

Petition: Robinson Air Crane – West Hanger

Minor Site Plan

DRAFT REPORT

- 1) Prior to issuance of a Vegetation Removal Permit or Exemption, the developers, their successor or assigns, shall conduct a pre-construction meeting with construction personnel and Environmental Resources Department staff, to verify vegetation protection measures have been installed.
- 2) The issuance of County development permit does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.
- 3) All other applicable state or federal permits must be obtained before commencement of the development.

O. Determination of Compliance with Life/Safety Requirements – Sheriff Department

Unresolved Issues

None.

P. Determination of Compliance with Community Service Requirements – Community Services Department

Unresolved Issues

None.

Q. Determination of Compliance with School Board Requirements – St. Lucie County School Board

Unresolved Issues

N/A

R. Determination of Compliance with Traffic Requirements – Engineering Department

Unresolved

None.

S. Determination of Compliance with Engineering Requirements – Engineering Division, Public Works Department

Unresolved Issues

Petition: Robinson Air Crane – West Hanger

Minor Site Plan

DRAFT REPORT

1. The applicant is advised to submit a geotechnical report for review.
2. The applicant is advised to provide details of the hangar foundation for review.
3. The applicant is advised to provide details of the access connection from the hangar to the taxiway.
4. On sheet S-1, please verify the spelling of the word “INTRIM”.

T. Determination of Compliance with Fire Requirements – Fire Department

Unresolved Issues

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at www.slcfcd.org.
2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.
3. Access gates on both sides in rear elevation of hangar.

U. Determination of Compliance with Utilities Requirements – SLC Utilities

Unresolved Issues

None.

V. Fees

<i>Fee Type</i>	<i>Fee Amount</i>	<i>Fee Payment</i>	<i>Balance Due</i>
Application Fee	\$1,850.00	\$1,850.00	\$0.00
Advertising Fee	N/A	N/A	N/A

W. General Application Information

Applicant:	Robinson Air Crane James Robinson 14956 South River Drive Miami, FL 33167
Agent:	John Foster 11205 Ridge Avenue Fort Pierce, FL 34982

X. Attachments

None.

EXHIBIT 4-4

Olson e-mail (Sept. 8, 2015)

Archived: Thursday, June 14, 2018 11:20:11 AM FAA Docket No. 16-18-02, Robinson Air Crane v. St. Lucie County
From: Leslie Olson
Sent: Tue, 8 Sep 2015 05:51:44
To: JoAnn Riley; John Wiatra; Ron Harris; Heather Young
Cc: Daniel McIntyre; Mark Satterlee; Michael Powley; Don West
Subject: FBO Lease description Robinson
Sensitivity: Normal

Please see the information, below. The remainder, unleased area is smaller than the proposed hangar.

Leslie Olson, AICP

Director
Planning and Development Services Department
Planning & Economic Development, Building & Code Enforcement, Airport

2300 Virginia Avenue
Fort Pierce, FL 34982

(772) 462-1960

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<http://www.stlucieco.gov/planning/SLCPlanningSurvey.htm>

From: Jeffrey Johnson
Sent: Tuesday, September 08, 2015 8:56 AM
To: Leslie Olson
Subject: RE: Lease description Robinson

Hi Leslie – 100 foot wide by 116 in length.

Thanks, Jeff

From: Leslie Olson
Sent: Tuesday, September 08, 2015 8:33 AM
To: Ron Harris; Heather Young; JoAnn Riley; Jeffrey Johnson
Cc: Daniel McIntyre; John Wiatrak; Mark Satterlee; Michael Powley; Don West
Subject: RE: Lease description Robinson

That's very helpful. Thanks, Ron.

Jeff: How wide is the proposed hanger for Robinson Air Crane?

JoAnn: If we need some of the lease area from Parcels 5 and 6 to make this proposal work, is there a process for that? Do those parcels belong fee simple to our FBO?

Leslie Olson, AICP

Director
Planning and Development Services Department
Planning & Economic Development, Building & Code Enforcement, Airport

2300 Virginia Avenue
Fort Pierce, FL 34982

(772) 462-1960

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<http://www.stlucieco.gov/planning/SLCPlanningSurvey.htm>

From: Ron Harris
Sent: Tuesday, September 08, 2015 8:27 AM

To: Leslie Olson; Heather Young; JoAnn Riley FAA Docket No. 16-18-02, Robinson Air Crane v. St. Lucie County
Cc: Daniel McIntyre; John Wiatrak; Mark Satterlee; Michael Powley; Don West
Subject: RE: Lease description Robinson

See attached.

Ron Harris, PLS
County Surveyor

2300 Virginia Avenue
Ft. Pierce, Florida 34982
772 462-1721

From: Leslie Olson
Sent: Tuesday, September 08, 2015 8:16 AM
To: Ron Harris; Heather Young; JoAnn Riley
Cc: Daniel McIntyre; John Wiatrak; Mark Satterlee; Michael Powley; Don West
Subject: RE: Lease description Robinson

Ron,

I think I'll need to see this graphically to understand what you mean. Is that possible?

Leslie Olson, AICP
Director
Planning and Development Services Department
Planning & Economic Development, Building & Code Enforcement, Airport

2300 Virginia Avenue
Fort Pierce, FL 34982

(772) 462-1960

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Please take our short [survey](http://www.stlucieco.gov/planning/SLCPlanningSurvey.htm) to let us know how we're doing.*
<http://www.stlucieco.gov/planning/SLCPlanningSurvey.htm>

From: Ron Harris
Sent: Tuesday, September 08, 2015 8:14 AM
To: Heather Young; JoAnn Riley
Cc: Daniel McIntyre; John Wiatrak; Leslie Olson; Mark Satterlee; Michael Powley; Don West
Subject: RE: Lease description Robinson

All:

I have completed the review and calculations of the proposed lease area and offer the following comments and observations:

1. The point of commencement of the sub-lease description (Orb 1514 page 292) is not the same as the lease descriptions for parcels 5, 6, 7 and 8. This creates a problem and certain assumptions were required to plot the description.
2. The proposed lease area will overlap into the Parcel 5 lease area. The remaining land located between Parcel 5 and Parcel 6 lease areas is 95.80'. The applicant is proposing a lease area 133' wide.
3. The proposed lease area will also overlap into Parcel 6.

Sincerely,

Ron Harris, PLS
County Surveyor

2300 Virginia Avenue
Ft. Pierce, Florida 34982
772 462-1721

From: Heather Young
Sent: Sunday, September 06, 2015 12:20 PM
To: JoAnn Riley; Ron Harris

Subject: RE: Lease description Robinson

FAA Docket No. 16-18-02, Robinson Air Crane v. St. Lucie County

A copy of the draft lease is attached. Dan has some comments which I need to address, but they won't affect the location of the parcel. I see from other emails that the Airport has forwarded some other legals which may assist in preparing the legal for this lease. Let me know if you need anything else.

Thanks,
heather

From: JoAnn Riley

Sent: Friday, September 04, 2015 12:57 PM

To: Ron Harris; Heather Young

Subject: Lease description Robinson

Ron,

Heather has prepared a draft of the lease with no description for Dan's review and comment. Heather is out of the office this afternoon and I have not seen the lease, sorry.

JoAnn

From: Ron Harris

Sent: Friday, September 04, 2015 12:10 PM

To: JoAnn Riley; Heather Young

Subject: Lease description Robinson

Do we have the lease and description for the Robinson parcel?

Ron Harris, PLS
County Surveyor

2300 Virginia Avenue
Ft. Pierce, Florida 34982
772 462-1721

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EXHIBIT 4-5

**Johnson e-mail attaching Final Report
(Sept. 17, 2015)**

Archived: Thursday, June 14, 2018 11:20:52 AM

From: [Jeffrey Johnson](#)

Sent: Thu, 1 Sep 2015 11:49:5

To: jmfarch@gmail.com; robaircrane@aol.com

Subject: Robinson Air Crane DRC Final Staff Report

Sensitivity: Normal

Attachments:

[Robinson Air Crane DRC Final Staff Report.doc](#) 

Dear Mr. Foster and Mr. Robinson:

Please see attached Final DRC Report. We look forward to your re-submittal. Any questions, please contact me.

Thanks,

Jeff Johnson
Senior Planner
(772) 462-1580 direct

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.



**ST. LUCIE COUNTY, FLORIDA
PDS DEPARTMENT**

**DEVELOPMENT REVIEW
COMMITTEE (DRC)
FINAL REPORT**

**ROBINSON AIR CRANE – WEST HANGER
MINOR SITE PLAN**

Applicant/Owner:	James Robinson
Agent for the Applicant:	John Foster
County Project Coordinator:	Jeff Johnson, Senior Planner
Interim Planning Manager:	Linda Pendarvis
County Project Number:	MNSP 920154923
Application Type(s):	Minor Site Plan
Date Application Originally Submitted:	September 3, 2015
Staff Review Comment Due Date:	September 11, 2015
TRC Meeting Date:	September 10, 2015
DRC Meeting Date:	September 17, 2015
Deadline to Re-Submit:	January 20, 2016
DRC Certification Meeting Date:	TBD
Planning & Zoning Commission Meeting Date:	N/A
Board of County Commissioners Meeting Date:	N/A

**RECOMMENDATION
OF THE
DEVELOPMENT REVIEW COMMITTEE**

Pursuant to St. Lucie County Land Development Code (LDC), the Development Review Committee (DRC) has reviewed the subject application and has determined that it does not comply with the requirements in LDC, Section 11.02.03 (Standards of Review for Minor Site Plan Review) and all other requirements of this Code for this proposed project. The DRC has determined that in order for the application to be certified and move forward to the next step in the development review process the certification issues included herein shall be resolved, and any comments or recommendations shall be addressed by the applicant.

It is recommended that you contact the governmental agency identified in the heading above each section of comments prior to the DRC meeting. The DRC will certify your applications only upon resolution of all certification issues, acceptance of the recommended conditions of approval and compliance with the all LDC requirements.

The comments in this report are on based on the application materials received and date stamped by the Planning and Development Services Department on September 3, 2015. Your application will be reviewed by the DRC Committee at 2:00 p.m. or as soon thereafter on Thursday, September 17, 2015 in the Planning and Development Services Department. Both

Petition: Robinson Air Crane – West Hanger
 Minor Site Plan
 FINAL REPORT

the applicant and representatives (agents) are requested to attend the scheduled DRC meeting. Plan revisions are due by 12:00 noon on January 20, 2016.

If you intend to respond to this report, submit either:

- 1) Ten (10) hard copies and two (2) CD's (computer disks) which include text documents in Word (.doc) format and graphic exhibits in .pdf format; or,
- 2) A letter of intent to respond to these comments. Your response is required within 30 working days of the date of this letter in accordance with the provisions of Section 11.06.00 of the LDC. No further review can take place until the comments are resolved.

If you choose not to resubmit documentation addressing these comments within 120 days of the date of this report, your applications will be considered withdrawn along with the forfeiture of all fees paid to date.

A. Project Description/Analysis and Standards for Review

The applicant, Robinson Air Crane is requesting Minor Site Plan approval for an approximately 11,950 s.f. aircraft hangar to be located on vacant County owned property at the Treasure Coast International Airport. The subject leased area is approximately 1 acre in size and is zoned U, Utilities which is consistent with the T/U, Transportation/Utilities future land use. St. Lucie County Utilities provides potable water and sewer service to the site.

In order for staff to support this request, the following comments need to be satisfactorily addressed in this report.

B. Compliance Assessment

The specific findings and conclusions of each review agency related to this request are identified in Sections E through U of this report. The current review status for each agency is as follows:

Section	Department/Division	Reviewer	Phone	Date of Review	Certification
E	Planning Division	Jeffrey Johnson	462-1590	9/11/2015	No
F	Design Review	Jeffrey Johnson	462-1589	9/11/2015	Yes
G	Mosquito Control	John Tucker	462-1269	9/8/2015	Yes
H	Airport Department	John Wiatrak	462-1727	9/11/2015	Yes
I	Health Department	David Koerner	873-4927	9/11/2015	Yes
J	Property Acquisitions	Janet LiCausi	462-1725	9/9/2015	Yes
K	Stormwater	Mike Halter	462-2719	9/8/2015	No
L	County Surveyor	Ron Harris	462-1721	9/9/2015	No
M	Parks and Recreation	Ed Matthews	462-1518	9/11/2015	Yes
N	Environmental	Jennifer McGee	462-3862	9/11/2015	No

Petition: Robinson Air Crane – West Hanger

Minor Site Plan

FINAL REPORT

O	Sherriff	Richard Ziarkowski	462-3223	9/11/2015	Yes
P	Community Services	Corine Williams	340-0667	9/11/2015	Yes
Q	School Board	Marty Sanders	429-3640	9/11/2015	N/A
R	Traffic	Jeff Johnson	462-1580	9/10/2015	Yes
S	Engineering	Edmund Bas	462-2184	9/11/2015	No
T	Fire District	Richard Williams	621-3322	9/9/2015	No
U	SLC Utilities	Ray Murankus	462-5221	9/11/2015	Yes

C. ReviewBoard/Committee Action

This petition requires a review and recommendation from the Development Review Committee (DRC). The Planning and Development Services Director shall take final action on this site plan.

D. Location and Site Information

South of 3040 Airman's Drive.

E. Determination of Compliance with Land Development Code and Comprehensive Plan Requirements – Planning and Zoning Divisions

Unresolved Issues

Site Plan

1. Please label the drawing "West Hanger Robinson Air Crane – Minor Site Plan".
2. Identify and label the existing 8 inch water main on the site plan and place a note next to indicating that the "existing water line to be removed"
3. Please provide a legal description of the lease area.
4. Remove Notes E and F. Replace with the following:
Zoning: U, Utilities
Future Land Use: T/U, Transportation/Utilities
Overlay Zoning: Airport Zoning Overlay
5. Remove Note D pertaining to Maximum building area.
6. Under "Approximate Site Coverage" please make sure the lease area and building size are correct.
7. The site does not have an address assigned by the County. Please coordinate and contact Janet Merkt, Mapping Technician (772) 462-1265. If the address of 3020 is not acceptable, please revise Note D.

Conditions of Approval

1. Prior to the issuance of a building permit, the existing 8 inch water main shall be re-located to interfere with the proposed structure. This work shall be coordinated with St. Lucie County Utilities, the St. Lucie County Fire District and the Airport Manager.

Petition: Robinson Air Crane – West Hanger
Minor Site Plan
FINAL REPORT

2. Prior to the issuance of a building permit, please submit a copy of the executed lease agreement for the site to the Planning Division.

F. Determination of Compliance with Architectural Design Requirements – Planning Division

Unresolved Issues

None.

G. Determination of Compliance with Mosquito Control Requirements – Mosquito Control District

Unresolved Issues

None.

H. Determination of Compliance with Airport Requirements – Airport Department

Unresolved Issues

None.

I. Determination of Compliance with Health Requirements – Health Department

Unresolved Issues

None.

J. Determination of Compliance with Property Acquisition Requirements – Property Acquisition Division, Legal Department

Unresolved Issues

None.

K. Determination of Compliance with Stormwater Requirements – Water Quality Division, Public Works Department

Unresolved Issues

1. A St. Lucie County Stormwater Permit is required in accordance with Sections 7.07.00 and 11.05.07 of the S.L.C. Land Development Code prior to any construction or development activity on site.
2. A South Florida Water Management District Environmental Resource Permit or modification to permit if existing is required.

Petition: Robinson Air Crane – West Hanger

Minor Site Plan

FINAL REPORT

3. Show the location of the legal positive outfall on the site plan in accordance with S.L.C. Land Development Code Section 11.02.10.
4. Delineate all floodplain and floodway boundaries and provide minimum finished floor elevations for the project on the site plan in accordance with S.L.C. Land Development Code Section 11.02.00.
5. Finished Floor Elevations must be eighteen the crown of inches above any adjacent roadway in accordance with S.L.C. Land Development Code Section 7.04.01.
6. Buildings lying within a designated Special Flood Hazard Area where the base flood elevation has not been determined shall be elevated above the greater of thirty six inches above the adjacent average natural grade or eighteen inches above the crown of any adjacent roadway in accordance with S.L.C. Land Development Code Section 7.04.01.
7. Show the location of any existing and proposed easements on the site plan in accordance with S.L.C. Land Development Code Section 11.02.00.
8. Show the location of all drainage retention areas and major drainage improvements on the site plan in accordance with S.L.C. Land Development Code Section 11.02.00.
9. Commercial or industrial zoned projects shall provide at least one-half inch of dry detention or retention pretreatment as part of the required retention/detention in accordance with S.L.C. Land Development Code, Section 7.07.07.C.
10. Show the location of any existing drainage swales, ditches, pipes or other structures to be filled or removed that may impact adjoining properties.

Additional Information

L. Determination of Compliance with County Survey Requirements – Engineering Division, Public Works Department

Unresolved Issues

1. The applicant is advised that the subject parcel lies within the urban service boundary.
2. It is noted that the specific purpose survey did not indicate the location of the adjoining lease lines for Parcels 5 and 6.
3. It is noted that the proposed lease lines will overlap into the current parcel lease areas. Adjustments to existing lease areas will probably be warranted.
4. The applicant is advised that the proposed retention area is located within a portion of Parcel 6 lease boundaries. Has permission been received from the adjoining lease holder?
5. The applicant is advised that all storm water piping located beneath vehicular use areas shall be RCP.
6. It is noted that the proposed development does not indicate a positive drainage outfall.

Petition: Robinson Air Crane – West Hanger
Minor Site Plan
FINAL REPORT

7. The applicant is advised that the St. Lucie County Fire District has a separate site plan submittal process.
8. It is noted that the site plan indicates an off-set distance of 45' from the proposed aircraft hangar to the existing Hangar 8 West. The civil plans indicate 35'.

M. Determination of Compliance with Park and Recreational Requirements – Park and Recreation Department

Unresolved Issues

None.

N. Determination of Compliance with Environmental Requirements – Environmental Resource Department

Background

The Environmental Resources Department (ERD) received the September 3, 2015 Planning and Development Services' date-stamped submittal. The applicant requests approval of a minor site plan in order to construct an 11,950 square ft. aircraft storage hangar. The 0.9-acre parcel is located at 3020 Airmans Drive in Fort Pierce. The project area has been previously cleared and consists of grass with three native cabbage palms.

Unresolved Issues

- 1) The project site is located within the Florida Fish and Wildlife Service Scrub Jay consultation area. Although no habitat remains onsite, verification from FWS that no further surveys or consultation is required. For your convenience ERD staff has initiated consultation with Jeffrey Howe of FWS via email. Please feel free to follow up with Mr. Howe at Jeffrey_howe@fws.gov or 772-469-4283.
- 2) Please clarify if the existing cabbage palms will be impacted. If so please provide a mitigation plan.

Staff Recommendations

Though not required by code, ERD recommends the following:

- 1) Incorporate low impact development features, such as: landscaping dry detention areas with native vegetation, creating curb-cuts to direct stormwater into landscape islands, utilizing rain barrels/cisterns to collect water for irrigation, and preserving/planting native vegetation in lieu of sod; for more information regarding low impact development, please visit: http://www.lid-stormwater.net/lid_techniques.htm.

Conditions of Approval

Subject to resolution of the findings listed above, the following is a list of Conditions of Approval:

Petition: Robinson Air Crane – West Hanger

Minor Site Plan

FINAL REPORT

- 1) Prior to issuance of a Vegetation Removal Permit or Exemption, the developers, their successor or assigns, shall conduct a pre-construction meeting with construction personnel and Environmental Resources Department staff, to verify vegetation protection measures have been installed.
- 2) The issuance of County development permit does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.
- 3) All other applicable state or federal permits must be obtained before commencement of the development.

O. Determination of Compliance with Life/Safety Requirements – Sheriff Department

Unresolved Issues

None.

P. Determination of Compliance with Community Service Requirements – Community Services Department

Unresolved Issues

None.

Q. Determination of Compliance with School Board Requirements – St. Lucie County School Board

Unresolved Issues

N/A

R. Determination of Compliance with Traffic Requirements – Engineering Department

Unresolved

None.

S. Determination of Compliance with Engineering Requirements – Engineering Division, Public Works Department

Unresolved Issues

Petition: Robinson Air Crane – West Hanger
 Minor Site Plan
 FINAL REPORT

1. The applicant is advised to submit a geotechnical report for review.
2. The applicant is advised to provide details of the hangar foundation for review.
3. The applicant is advised to provide details of the access connection from the hangar to the taxiway.
4. On sheet S-1, please verify the spelling of the word “INTRIM”.

T. Determination of Compliance with Fire Requirements – Fire Department

Unresolved Issues

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at www.slcfcd.org.
2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.
3. Access gates on both sides in rear elevation of hangar.

U. Determination of Compliance with Utilities Requirements – SLC Utilities

Unresolved Issues

None.

V. Fees

<i>Fee Type</i>	<i>Fee Amount</i>	<i>Fee Payment</i>	<i>Balance Due</i>
Application Fee	\$1,850.00	\$1,850.00	\$0.00
Advertising Fee	N/A	N/A	N/A

W. General Application Information

Applicant:	Robinson Air Crane James Robinson 14956 South River Drive Miami, FL 33167
Agent:	John Foster 11205 Ridge Avenue Fort Pierce, FL 34982

X. Attachments

None.

EXHIBIT 4-6

Robinson e-mail (Sept. 30, 2015)

Archived: Thursday, June 14, 2018 11:21: AM FAA Docket No. 16-18-02, Robinson Air Crane v. St. Lucie County

From: Jpavinvest

Sent: ed, 0 Sep 2015 05: 5:4

To: iatra_j@stlucieco.org

Cc: olsonl@stlucieco.org; bstonela @aol.com; jmfarch@gmail.com; magerconstruction@yahoo.com

Subject: Proposed 4 angar uild- ut St. Lucie County Airport

Sensitivity: Normal

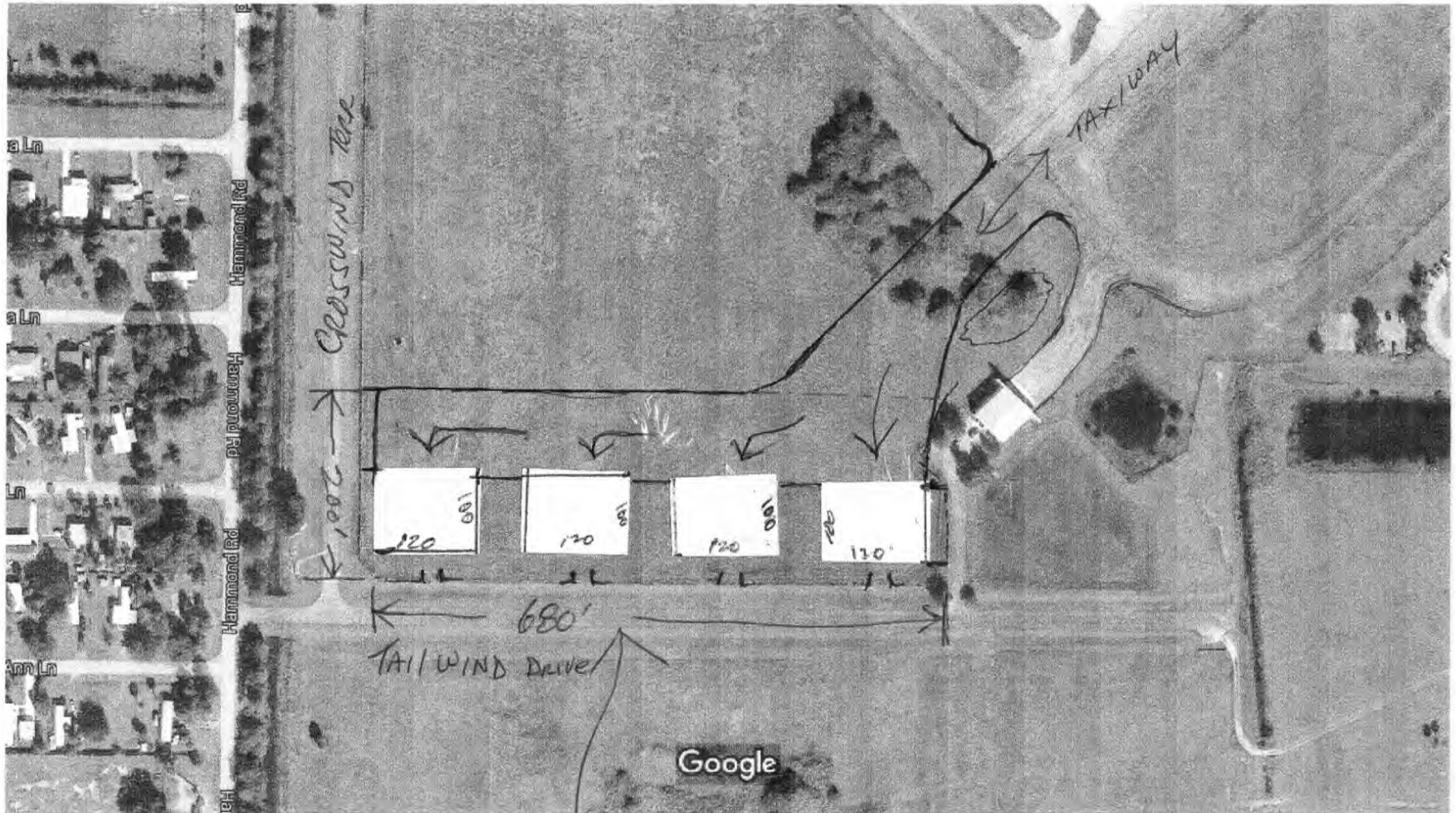
Dear John,

Please have a loo at the attached new proposed site and let me now as soon as possible if we can proceed with this proposed development plan located the entire length of Tailwind Drive. I certainly do not want to lose our investors and time is of the essence.

Than s,

James T. Robinson, President
Robinson Air Crane, Inc.
(05) 02- 6 6

Google Maps Google Maps



Imagery ©2015 DigitalGlobe, U.S. Geological Survey, Map data ©2015 Google 200 ft

ROBINSON AIR CRANE INC.

EXHIBIT 4-7

Wiatrak e-mail (Sept. 30, 2015)

FAA Docket No. 16-18-02, Robinson Air Crane v. St. Lucie County
Archived: Thursday, June 14, 2018 11:22:09 AM
From: John iatra
Sent: ed, 0 Sep 2015 0 :52:49
To: Jpavinvest
Cc: Leslie lson; bstonela @aol.com; jmfarch@gmail.com; magerconstruction@yahoo.com
Subject: R : Robinson Air Crane Proposed 4 hangar uild- ut
Sensitivity: Normal

The idea is fantastic. I will support these si e hangars. However, the proposed access on your drawing goes through the current FBO leasehold. So under the current agreements, a solution would be needed.

John iatra , C.M., AC , Manager
St. Lucie County nternational Airport
2-4 2-1 2
2-4 2-1 2 ffice
2-4 2-1 18 Fa
iatra j@stlucieco.org

From: Jpavinvest mailto: pavinvest aol.com
Sent: Wednesday, September 30, 2015 8:42 AM
To: John Wiatrak
Cc: Leslie Olson; bstonelaw aol.com; mfarch gmail.com; magerconstruction yahoo.com
Subject: Robinson Air Crane Proposed 4 Hangar Build-Out

Dear John,

Please have a loo at the attached new proposed site and let me now as soon as possible if we can proceed with this proposed development plan located the entire length of Tailwind Drive. I certainly do not want to lose our investors and time is of the essence.

Than s,

James T. Robinson, President
Robinson Air Crane, Inc.
(05) 02- 6 6

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EXHIBIT 4-8

Johnson e-mail (June 14, 2016)

FAA Docket No. 16-18-02, Robinson Air Crane v. St. Lucie County
Archived: Thursday, June 14, 2018 11:22:5 AM

From: [Jeffrey Johnson](#)

Sent: Tue, 14 Jun 201 11: 0:28

To: robaircrane@aol.com; jmfarch@gmail.com

Subject: Final DRC Report

Sensitivity: Normal

Attachments:

[Robinson Air Crane DRC Final Staff Report.doc](#) 

entlemen

My Director, Leslie Ison requested that I send you the most recent DRC Report. If you have any questions, please feel free to contact me.

I will be looking forward to a re-submittal in the near future.

Thank you,

Jeff Johnson

Senior Planner

(772) 462-1580 direct

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**ST. LUCIE COUNTY, FLORIDA
PDS DEPARTMENT**

**DEVELOPMENT REVIEW
COMMITTEE (DRC)
FINAL REPORT**

**ROBINSON AIR CRANE – WEST HANGER
MINOR SITE PLAN**

Applicant/Owner:	James Robinson
Agent for the Applicant:	John Foster
County Project Coordinator:	Jeff Johnson, Senior Planner
Interim Planning Manager:	Linda Pendarvis
County Project Number:	MNSP 920154923
Application Type(s):	Minor Site Plan
Date Application Originally Submitted:	September 3, 2015
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Deadline to Re-Submit:	January 20, 2016
DRC Certification Meeting Date:	TBD
Planning & Zoning Commission Meeting Date:	N/A
Board of County Commissioners Meeting Date:	N/A

**RECOMMENDATION
OF THE
DEVELOPMENT REVIEW COMMITTEE**

Pursuant to St. Lucie County Land Development Code (LDC), the Development Review Committee (DRC) has reviewed the subject application and has determined that it does not comply with the requirements in LDC, Section 11.02.03 (Standards of Review for Minor Site Plan Review) and all other requirements of this Code for this proposed project. The DRC has determined that in order for the application to be certified and move forward to the next step in the development review process the certification issues included herein shall be resolved, and any comments or recommendations shall be addressed by the applicant.

It is recommended that you contact the governmental agency identified in the heading above each section of comments prior to the DRC meeting. The DRC will certify your applications only upon resolution of all certification issues, acceptance of the recommended conditions of approval and compliance with the all LDC requirements.

The comments in this report are on based on the application materials received and date stamped by the Planning and Development Services Department on September 3, 2015. Your application will be reviewed by the DRC Committee at 2:00 p.m. or as soon thereafter on Thursday, September 17, 2015 in the Planning and Development Services Department. Both

Petition: Robinson Air Crane – West Hanger
 Minor Site Plan
 FINAL REPORT

the applicant and representatives (agents) are requested to attend the scheduled DRC meeting. Plan revisions are due by 12:00 noon on January 20, 2016.

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If you choose not to resubmit documentation addressing these comments within 120 days of the date of this report, your applications will be considered withdrawn along with the forfeiture of all fees paid to date.

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The applicant, Robinson Air Crane is requesting Minor Site Plan approval for an approximately 11,950 s.f. aircraft hangar to be located on vacant County owned property at the Treasure Coast International Airport. The subject leased area is approximately 1 acre in size and is zoned U, Utilities which is consistent with the T/U, Transportation/Utilities future land use. St. Lucie County Utilities provides potable water and sewer service to the site.

In order for staff to support this request, the following comments need to be satisfactorily addressed in this report.

B. Compliance Assessment

The specific findings and conclusions of each review agency related to this request are identified in Sections E through U of this report. The current review status for each agency is as follows:

Section	Department/Division	Reviewer	Phone	Date of Review	Certification
E	Planning Division	Jeffrey Johnson	462-1590	9/11/2015	No
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H	Airport Department	John Wiatrak	462-1727	9/11/2015	Yes
I	Health Department	David Koerner	873-4927	9/11/2015	Yes
J	Property Acquisitions	Janet LiCausi	462-1725	9/9/2015	Yes
K	Stormwater	Mike Halter	462-2719	9/8/2015	No
L	County Surveyor	Ron Harris	462-1721	9/9/2015	No
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N	Environmental	Jennifer McGee	462-3862	9/11/2015	No

Petition: Robinson Air Crane – West Hanger

Minor Site Plan

FINAL REPORT

O	Sherriff	Richard Ziarkowski	462-3223	9/11/2015	Yes
P	Community Services	Corine Williams	340-0667	9/11/2015	Yes
Q	School Board	Marty Sanders	429-3640	9/11/2015	N/A
R	Traffic	Jeff Johnson	462-1580	9/10/2015	Yes
S	Engineering	Edmund Bas	462-2184	9/11/2015	No
T	Fire District	Richard Williams	621-3322	9/9/2015	No
U	SLC Utilities	Ray Murankus	462-5221	9/11/2015	Yes

C. Review Board/Committee Action

This petition requires a review and recommendation from the Development Review Committee (DRC). The Planning and Development Services Director shall take final action on this site plan.

D. Location and Site Information

South of 3040 Airman's Drive.

E. Determination of Compliance with Land Development Code and Comprehensive Plan Requirements – Planning and Zoning Divisions

Unresolved Issues

Site Plan

1. Please label the drawing "West Hanger Robinson Air Crane – Minor Site Plan".
2. Identify and label the existing 8 inch water main on the site plan and place a note next to indicating that the "existing water line to be removed"
3. Please provide a legal description of the lease area.
4. Remove Notes E and F. Replace with the following:
Zoning: U, Utilities
Future Land Use: T/U, Transportation/Utilities
Overlay Zoning: Airport Zoning Overlay
5. Remove Note D pertaining to Maximum building area.
6. Under "Approximate Site Coverage" please make sure the lease area and building size are correct.
7. The site does not have an address assigned by the County. Please coordinate and contact Janet Merkt, Mapping Technician (772) 462-1265. The address of 3020 is not acceptable, please revise Note D.

Conditions of Approval

1. Prior to the issuance of a building permit, the existing 8 inch water main shall be re-located to interfere with the proposed structure. This work shall be coordinated with St. Lucie County Utilities, the St. Lucie County Fire District and the Airport Manager.

Petition: Robinson Air Crane – West Hanger
Minor Site Plan
FINAL REPORT

2. Prior to the issuance of a building permit, please submit a copy of the executed lease agreement for the site to the Planning Division.

F. Determination of Compliance with Architectural Design Requirements – Planning Division

Unresolved Issues

None.

G. Determination of Compliance with Mosquito Control Requirements – Mosquito Control District

Unresolved Issues

None.

H. Determination of Compliance with Airport Requirements – Airport Department

Unresolved Issues

None.

I. Determination of Compliance with Health Requirements – Health Department

Unresolved Issues

None.

J. Determination of Compliance with Property Acquisition Requirements – Property Acquisition Division, Legal Department

Unresolved Issues

None.

K. Determination of Compliance with Stormwater Requirements – Water Quality Division, Public Works Department

Unresolved Issues

1. A St. Lucie County Stormwater Permit is required in accordance with Sections 7.07.00 and 11.05.07 of the S.L.C. Land Development Code prior to any construction or development activity on site.
2. A South Florida Water Management District Environmental Resource Permit or modification to permit if existing is required.

Petition: Robinson Air Crane – West Hanger

Minor Site Plan

FINAL REPORT

3. Show the location of the legal positive outfall on the site plan in accordance with S.L.C. Land Development Code Section 11.02.10.
4. Delineate all floodplain and floodway boundaries and provide minimum finished floor elevations for the project on the site plan in accordance with S.L.C. Land Development Code Section 11.02.00.
5. Finished Floor Elevations must be eighteen the crown of inches above any adjacent roadway in accordance with S.L.C. Land Development Code Section 7.04.01.
6. Buildings lying within a designated Special Flood Hazard Area where the base flood elevation has not been determined shall be elevated above the greater of thirty six inches above the adjacent average natural grade or eighteen inches above the crown of any adjacent roadway in accordance with S.L.C. Land Development Code Section 7.04.01.
7. Show the location of any existing and proposed easements on the site plan in accordance with S.L.C. Land Development Code Section 11.02.00.
8. Show the location of all drainage retention areas and major drainage improvements on the site plan in accordance with S.L.C. Land Development Code Section 11.02.00.
9. Commercial or industrial zoned projects shall provide at least one-half inch of dry detention or retention pretreatment as part of the required retention/detention in accordance with S.L.C. Land Development Code, Section 7.07.07.C.
10. Show the location of any existing drainage swales, ditches, pipes or other structures to be filled or removed that may impact adjoining properties.

Additional Information

L. Determination of Compliance with County Survey Requirements – Engineering Division, Public Works Department

Unresolved Issues

1. The applicant is advised that the subject parcel lies within the urban service boundary.
2. It is noted that the specific purpose survey did not indicate the location of the adjoining lease lines for Parcels 5 and 6.
3. It is noted that the proposed lease lines will overlap into the current parcel lease areas. Adjustments to existing lease areas will probably be warranted.
4. The applicant is advised that the proposed retention area is located within a portion of Parcel 6 lease boundaries. Has permission been received from the adjoining lease holder?
5. The applicant is advised that all storm water piping located beneath vehicular use areas shall be RCP.
6. It is noted that the proposed development does not indicate a positive drainage outfall.

Petition: Robinson Air Crane – West Hanger
Minor Site Plan
FINAL REPORT

7. The applicant is advised that the St. Lucie County Fire District has a separate site plan submittal process.
8. It is noted that the site plan indicates an off-set distance of 45' from the proposed aircraft hangar to the existing Hangar 8 West. The civil plans indicate 35'.

M. Determination of Compliance with Park and Recreational Requirements – Park and Recreation Department

Unresolved Issues

None.

N. Determination of Compliance with Environmental Requirements – Environmental Resource Department

Background

The Environmental Resources Department (ERD) received the September 3, 2015 Planning and Development Services' date-stamped submittal. The applicant requests approval of a minor site plan in order to construct an 11,950 square ft. aircraft storage hangar. The 0.9-acre parcel is located at 3020 Airmans Drive in Fort Pierce. The project area has been previously cleared and consists of grass with three native cabbage palms.

Unresolved Issues

- 1) The project site is located within the Florida Fish and Wildlife Service Scrub Jay consultation area. Although no habitat remains onsite, verification from FWS that no further surveys or consultation is required. For your convenience ERD staff has initiated consultation with Jeffrey Howe of FWS via email. Please feel free to follow up with Mr. Howe at Jeffrey_howe@fws.gov or 772-469-4283.
- 2) Please clarify if the existing cabbage palms will be impacted. If so please provide a mitigation plan.

Staff Recommendations

Though not required by code, ERD recommends the following:

- 1) Incorporate low impact development features, such as: landscaping dry detention areas with native vegetation, creating curb-cuts to direct stormwater into landscape islands, utilizing rain barrels/cisterns to collect water for irrigation, and preserving/planting native vegetation in lieu of sod; for more information regarding low impact development, please visit: http://www.lid-stormwater.net/lid_techniques.htm.

Conditions of Approval

Subject to resolution of the findings listed above, the following is a list of Conditions of Approval:

Petition: Robinson Air Crane – West Hanger

Minor Site Plan

FINAL REPORT

- 1) Prior to issuance of a Vegetation Removal Permit or Exemption, the developers, their successor or assigns, shall conduct a pre-construction meeting with construction personnel and Environmental Resources Department staff, to verify vegetation protection measures have been installed.
- 2) The issuance of County development permit does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.
- 3) All other applicable state or federal permits must be obtained before commencement of the development.

O. Determination of Compliance with Life/Safety Requirements – Sheriff Department

Unresolved Issues

None.

P. Determination of Compliance with Community Service Requirements – Community Services Department

Unresolved Issues

None.

Q. Determination of Compliance with School Board Requirements – St. Lucie County School Board

Unresolved Issues

N/A

R. Determination of Compliance with Traffic Requirements – Engineering Department

Unresolved

None.

S. Determination of Compliance with Engineering Requirements – Engineering Division, Public Works Department

Unresolved Issues

Petition: Robinson Air Crane – West Hanger
 Minor Site Plan
 FINAL REPORT

1. The applicant is advised to submit a geotechnical report for review.
2. The applicant is advised to provide details of the hangar foundation for review.
3. The applicant is advised to provide details of the access connection from the hangar to the taxiway.
4. On sheet S-1, please verify the spelling of the word “INTRIM”.

T. Determination of Compliance with Fire Requirements – Fire Department

Unresolved Issues

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at www.slcfcd.org.
2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.
3. Access gates on both sides in rear elevation of hangar.

U. Determination of Compliance with Utilities Requirements – SLC Utilities

Unresolved Issues

None.

V. Fees

<i>Fee Type</i>	<i>Fee Amount</i>	<i>Fee Payment</i>	<i>Balance Due</i>
Application Fee	\$1,850.00	\$1,850.00	\$0.00
Advertising Fee	N/A	N/A	N/A

W. General Application Information

Applicant:	Robinson Air Crane James Robinson 14956 South River Drive Miami, FL 33167
Agent:	John Foster 11205 Ridge Avenue Fort Pierce, FL 34982

X. Attachments

None.

EXHIBIT 4-9

Olson e-mail (Oct. 17, 2017)

Archived: Thursday, June 14, 2018 11:22 AM
From: Leslie Olson
Sent: Tue, 10 Oct 2017 09:24:44
To: Heather Young
Cc: Donnie Landry; Jeffrey Johnson; Peter Jones; Stan Payne; Mar Satterlee
Subject: RE: Robinson Air Crane
Sensitivity: Normal
Attachments:
Robinson Air Crane DRC Final Staff Report.docx

Heather:

The DRC Letter was the last written correspondence regarding the Robinson Air Crane application. The applicant did not submit a response or a new application. We have since met with them through your office whenever they've expressed interest, and have repeatedly outlined the steps needed in order to see their development plans to fruition. They have chosen a challenging site – which was communicated from earliest conversations – but development is possible. An application must be submitted that addresses the issues outlined in the DRC Letter, and which is in compliance with the Land Development Code.

Leslie Olson, AICP

Director
Planning and Development Services
St. Lucie County
(772)462-1960
olsonl@stlucieco.org

From: Heather Young
Sent: Tuesday, October 17, 2017 12:04 PM
To: Leslie Olson OlsonL@stlucieco.org
Subject: RE: Robinson Air Crane

Thank you. Did they resubmit anything?

From: Leslie Olson
Sent: Tuesday, October 17, 2017 11:54 AM
To: Heather Young young_h@stlucieco.org
Subject: FW: Robinson Air Crane

Please see attached the most recent Development Review Committee letter responding to the last submitted Robinson Air Crane Minor Site Plan application.

Leslie Olson, AICP

Director
Planning and Development Services
St. Lucie County
(772)462-1960
olsonl@stlucieco.org

From: Jeffrey Johnson
Sent: Tuesday, October 17, 2017 11:19 AM
To: Leslie Olson OlsonL@stlucieco.org
Subject: RE: Robinson Air Crane

Leslie – See attached.

Thanks, Jeff

From: Leslie Olson
Sent: Tuesday, October 17, 2017 11:10 AM

To: Jeffrey Johnson JohnsonJ_stlucieco.org FAA Docket No. 16-18-02, Robinson Air Crane v. St. Lucie County
Subject: FW: Robinson Air Crane

Please forward me your most recent DRC letter.

From: Heather Young
Sent: Tuesday, October 17, 2017 10:47 AM
To: Mark Satterlee satterleem_stlucieco.org ; John Wiatrak WiatrakJ_stlucieco.org ; Leslie Olson OlsonL_stlucieco.org ; Stan Payne PayneS_stlucieco.org
Subject: FW: Robinson Air Crane

I have asked Stephanie to set up a meeting to discuss the attached.

From: Ale ander onano mailto:A_onano_gh-law.com
Sent: Monday, October 16, 2017 6:34 PM
To: Heather Young youngh_stlucieco.org
Cc: Linda Carter lcarter_gh-law.com
Subject: Robinson Air Crane

Ms. Young,

Please see attached correspondence. Obviously, the complaint does not yet have attachments, however, should you wish to review any please let me know and I will forward same.

Thanks,

Ale ander an onano
onano and arrell
TD an uilding
1 00 South Federal igh ay
Suite 200
Fort Pierce, FL 4950
2 4 4-10 2 e t. 1014
agonano@gh-la.com
www.gh-law.com

PLEASE BE ADVISED THAT THIS COMMUNICATION MAY CONSTITUTE AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

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EXHIBIT 4-10

**Olson e-mail attaching Meeting Summary
(Nov. 14, 2017)**

Archived: Thursday, June 14, 2018 11:25:54 AM

From: Leslie Olson

Sent: Tue, 14 Nov 2017 08:21:44

To: JMFARC @ MA L.C. M; Heather Young; Jeffrey Johnson; John Iatra; Mar Satterlee; robaircrane@aol.com; agonano@gh-la.com

Subject: Meeting Summary 11.8.1

Sensitivity: Normal

Ladies and gentlemen:

Please find attached a summary of the meeting regarding potential development at Treasure Coast International Airport held with Mr. Jim Robinson on November 8, 2017 at St. Lucie County Planning and Development Services.

Please contact Jeff Johnson, Senior Planner, at (772) 462-1580 if you have any questions regarding this summary.

Leslie Olson, AICP

Director

Planning and Development Services

St. Lucie County

(772)462-1960

olsonl@stlucieco.org

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

ROBINSON AIR CRANE MEETING
Wednesday, November 8, 2017, 8:30 AM
2300 Virginia Ave, Fort Pierce, FL 34982
Planning & Development Services Department
Conference Room One

County Staff Present

Heather Young.....Assistant County Attorney
Leslie Olson.....PDS Director
John Wiatrak.....Airport Manager
Adam Hied.....Airport Project Planner
Jeff Johnson.....Senior Planner

Applicant/Representatives Present

John Foster.....Architect
James Robinson.....Robinson Air Crane (Owner)
Alexzander Gonano.....Attorney

SUMMARY OF MEETING

The applicant discussed their Minor Site Plan petition that is under review to construct a new 11,950 s.f. hanger within their existing 80' wide vacant lease area located between the County's parcel and the FBO's parcels. Some of the outstanding issues that need to be addressed were discussed and involve compliance with County and SFWMD stormwater requirements and the Fire District requirements (building separation). The applicant provided a preliminary drainage plan prepared by Abraham Chabab, P.E. Staff informed the applicant if they want to proceed with their project, the drainage plan would need to be submitted for review through the DRC process. The applicant expressed that the 80' wide lease area was insufficient and would prefer to explore other options or locations to build 12,000 s.f. hangers with 28' wide doors that would be utilized for aircraft storage.

Staff identified that the best option is the "t" area around the "racetrack" area that is comprised of approximately 60 acres located southwest of the applicant's existing hanger. The applicant's preference is to construct two (2) hangers on the north side of the racetrack which would spark interest from their investors that would result in the build out of the remaining 50 acres in the future. Staff provided the applicant a map of existing utilities in this area to assist with development.

The meeting concluded with a further discussion of their existing 80 foot wide vacant lease area location and to complete their site plan. Staff informed the applicant that the FAA requires a Pen and Ink Airport Layout Plan change indicating where the proposed construction will take place and a focused Environmental Assessment for the construction of hangars. The FAA must approve both items prior to construction activities taking place.

EXHIBIT 4-11

Young e-mail (Dec. 15, 2017)

Archived: Thursday, June 14, 2018 11:24:22 AM FAA Docket No. 16-18-02, Robinson Air Crane v. St. Lucie County
From: Heather Young
Sent: Fri, 15 Dec 2017 10:42:25
To: Mar Satterlee; John Iatra; Leslie Ison; Stan Payne
Subject: F : Robinson airport development
Sensitivity: Normal

Please see the email and attachment from Alexander Onano regarding Mr. Robinson for your review. I have acknowledged receipt in a separate email. I will ask Susan to schedule a meeting to discuss this proposal.

Thank you,
Heather

From: Alexander Onano <mailto:Alexander.Onano@gh-law.com>
Sent: Friday, December 15, 2017 12:17 PM
To: Heather Young [young@stlucieco.org](mailto:Heather.Young@stlucieco.org)
Cc: Linda Carter [lcarter@gh-law.com](mailto:Linda.Carter@gh-law.com)
Subject: Robinson airport development

Heather,

Please see attached and confirm receipt.

Thanks,

Alexander Onano
Alexander Onano and Arrell
TD Building
100 South Federal Highway
Suite 200
Fort Pierce, FL 34950
244-1020 ext. 1014
agonano@gh-law.com
www.gh-law.com

PLEASE BE ADVISED THAT THIS COMMUNICATION MAY CONSTITUTE AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Our office will be closed Monday December 25th and Monday January 1st. Happy Holidays!

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

GONANO & HARRELL

A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS
ATTORNEYS AND COUNSELORS AT LAW

DOUGLAS E. GONANO
Board Certified Real Estate Lawyer
email: dgonano@gh-law.com

TD BANK BUILDING
1600 South Federal Highway, Suite 200
Fort Pierce, Florida 34950-5178
Telephone (772) 464-1032
Facsimile (772) 464-0282

DANIEL B. HARRELL
Board Certified In Education Law
email: dharrell@gh-law.com

ALEXZANDER D. GONANO
email: agonano@gh-law.com

December 15, 2017

Via Email

Heather Young, Esq.
Assistant County Attorney
youngh@stlucieco.org

Re: Robinson Air Crane

Ms. Young:

Attached via email please find revised site plan. Please confirm receipt of the attached, and forward the same to all necessary county personnel.

As you can see, Mr. Robinson has proposed a significant project and it is our understanding that the County is supportive of the plan and anxious to move forward with it.

Please forward a proposed lease for the land for my review and comments. I have also attached a copy of the revised site plan with my notes. The 225' access "gate" ("Gate") is imperative to the success and viability of this project and the width is very important because it ensures that certain jets owned by Mr. Robinson's clients with very wide wingspans can access hangers. Included within the proposed lease must be a covenant by the County that the Gate shall not be impeded, tightened or otherwise restricted from its existing size. This includes ensuring that APP is not permitted to park airplanes on the taxiway should it build hangers on parcel 4 and parcel 5 as these parked airplanes would also impede access to Mr. Robinson's project.

Additionally, Mr. Robinson would like to ensure that, on a federal level, there is no ability to restrict, build or otherwise cut off airplane ingress and egress through the Gate to his project. Please advise as to the County's position on this and any ability the County has to ensure such continued access through enforceable documentation with the federal powers that be.

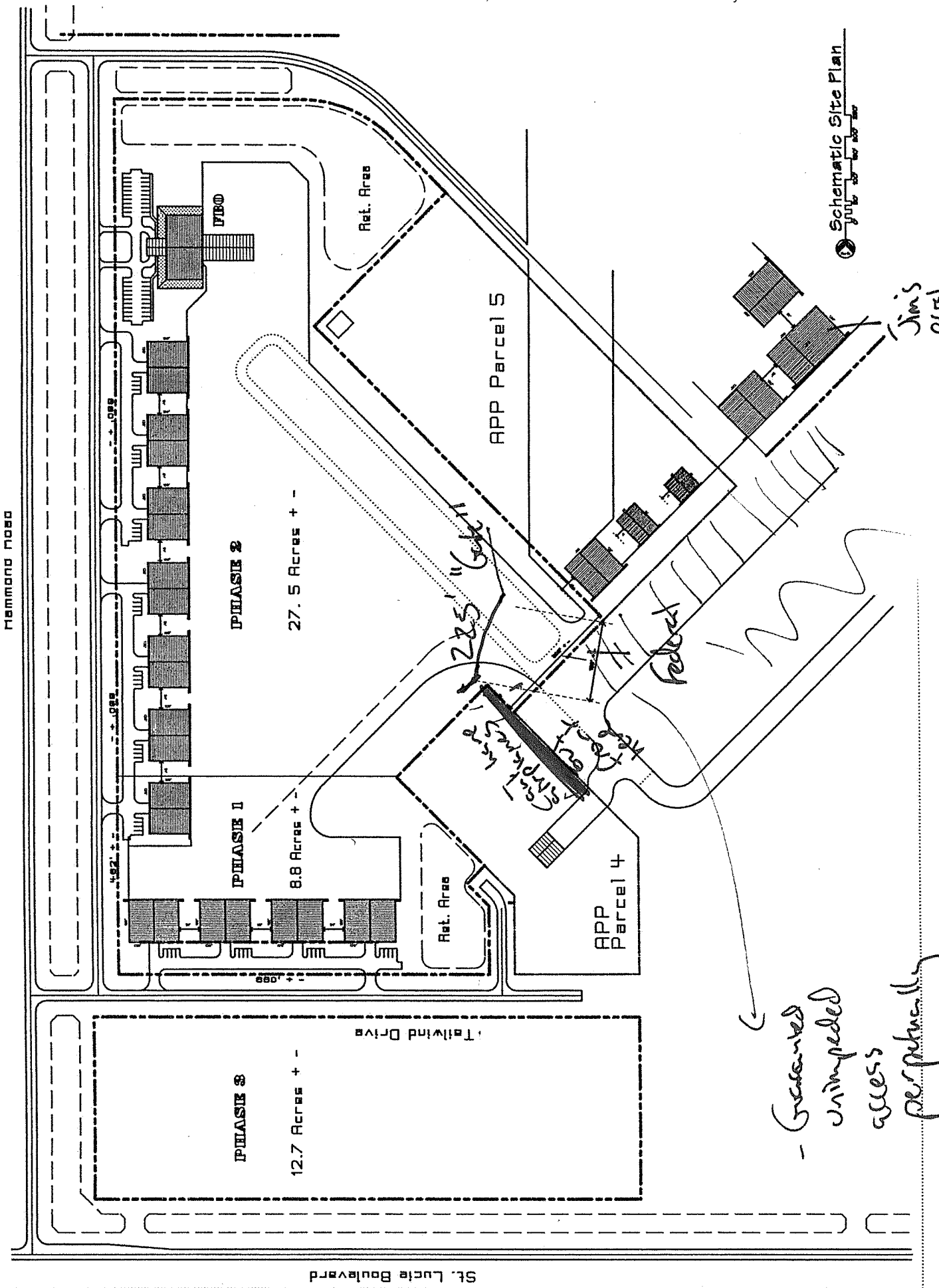
Thank you for your time and attention to this matter. Please contact my office to advise on the matters contained and requested herein.

Cordially,

/s/ Alexzander D. Gonano

Alexzander Gonano, Esq.

የግንባታ ስራዎች



- Guaranteed
unimpeded
access
perpetually

St. Lucie Boulevard

Hammond Road

FAA Docket No. 16-18-02, Robinson Air Crane v. St. Lucie County

PHASE 3

12.7 Acres + -

Tailwind Drive

PHASE 1

8.8 Acres + -

PHASE 2

27.5 Acres + -

FBO

Ret. Area

APP Parcel 5

APP Parcel 4

Ret. Area

Schematic Site Plan

These drawings are instruments of service and the property of the architect. They are to be used only for the project and site identified on the title block. They shall not be used for any other project without the written consent of the architect. Copyright © 2017. All rights reserved.

Project	Robinson Air Crane
Owner	St. Lucie County
Architect	John M. Foster - Architect
Scale	As Shown
Date	08/08/2017



John M. Foster - Architect
Member - American Institute of Architects
10795 SW 20th Avenue, Suite 100, Fort Lauderdale, FL 33311
Tel: 754.366.7500 Fax: 754.366.7501

SCHEMATIC SITE PLAN
Robinson Air Crane
St. Lucie International Airport St. Lucie County, Florida

EXHIBIT 4-12

Olson e-mail (Jan. 26, 2018)

FAA Docket No. 16-18-02, Robinson Air Crane v. St. Lucie County
Archived: Thursday, June 14, 2018 11:24:51 AM

From: Leslie Olson

Sent: Fri, 2 Jan 2018 14:48:51

To: robaircrane@aol.com

Cc: agonano@gh-law.com; Mar Satterlee; Peter Jones; Stan Payne; Heather Young; Catherine Arbieri; Daniel McIntyre; John Iatra; jpinvest@aol.com

Subject: Re: Robinson Air Crane JP Aviation Hangar Project - St. Lucie County

Sensitivity: Normal

Dear Mr. Robinson,

Planning and Development Services is in receipt of the below and attached correspondence. Staff will review your correspondence and reply to you in the coming week.

Sincerely,

Leslie Olson, AICP

Director
Planning and Development Services
St. Lucie County
(772)462-1960
olsonl@stlucieco.org



From: robaircrane@aol.com <mailto:robaircrane@aol.com>

Sent: Friday, January 26, 2018 8:56 AM

To: Leslie Olson OlsonL@stlucieco.org

Cc: agonano@gh-law.com

Subject: Robinson Air Crane/JP Aviation Hangar Project - St. Lucie County

Good morning Leslie,

After careful consideration, my business partners and I have decided to accept your suggestion of downsizing our initial project to four (4) metal, pre-engineered hangars. That would be just under 48,000 square feet of new buildings that would qualify, by your County's definition, as a minor project rather than a major project.

My hangar plans that you have had for more than two (2) years would remain the same. The property that your staff relocated us to is acceptable, buildable and not controlled by APP or others. We would require that the County guarantee us access from taxiway 40 to the new proposed property site. By your acceptance of this property and your endorsement of a change from a major project to a minor project, this should settle the grievances we have against the County for two of your Airport Managers offering us property that they neither owned nor controlled on which we were unable to build.

Attached please find a revised layout for the proposed building site.

Sincerely,

James T. Robinson, President
Robinson Air Crane, LLC and
JP Aviation Investments, LLC

Schematic Site Plan



John M. Foster
Architect
FL # 8511

**Robinson Air Crane
Proposed Site**

January 26, 2018

Tailwind Drive

0' 50' 100' 150' 200' 250'

APP
Parcel 4

Fuel
Farm

6.0 Acres + -

550' + -

730' + -

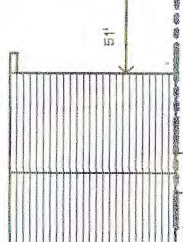
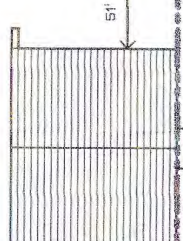
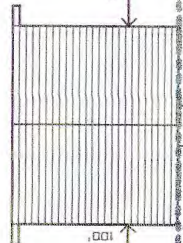


EXHIBIT 5

Declaration of Leslie Olson

DECLARATION OF LESLIE OLSON

be in compliance, it is forwarded to the Planning and Development Services Director for approval. If it is found to not be in compliance, a written DRC Committee Final Report is issued to the applicant identifying the deficiencies (SLCLDC 11.02.03).

3. The St. Lucie County International Airport is an Existing Conditional Use and the adopted Airport Master Plan's Airport Layout Plan (ALP) is the regulating plan for Airport development. Development applications that propose significant deviations from the adopted ALP require a Major Amendment to a Conditional Use (SLCLDC 11.07.05.G).

4. The County applies these procedures to all proposed development at the Airport.

Robinson's Proposed Hangar Development

5. In 2015, Robinson Air Crane LLC ("Robinson") expressed interest in building a hangar on vacant land in the West General Aviation and Terminal Area of the Airport. Robinson selected this parcel because it is adjacent to a hangar that Robinson currently subleases from APP Jet Center Aviation ("APP").

6. The vacant land in question currently functions as a utility access corridor and stormwater retention swale.

7. For that reason, the County had no plans of its own to develop the land and previously did not include the parcel within APP's leasehold.

8. At a pre-application meeting on July 9, 2015, I and my staff met with Robinson to discuss its interest in building a hangar on the parcel. At the pre-application meeting, we discussed issues that Robinson would need to address before developing the parcel, including drainage improvements necessitated by the planned hangar, relocation of an existing water main, and avoiding encroachment into APP's existing leasehold.

DECLARATION OF LESLIE OLSON

9. On September 3, 2015, Robinson submitted its minor site plan for review. I instructed my staff to expedite review of the plan, as a Targeted Industry. As noted previously, the County is granted 40 working days to complete this process, by Ordinance.

10. The development shown on Robinson's site plan was larger than the available space on the vacant parcel and would have encroached into APP's leasehold.

11. The drainage plan Robinson submitted did not include sufficient detail to satisfy St. Lucie County or South Florida Water Management District stormwater permitting requirements.

12. Robinson's site plan also did not provide for relocation of the existing water main.

13. On September 11, 2015, six (6) working days after submittal, my office provided Robinson with a draft of the Development Review Committee's report identifying those and other issues that Robinson would need to address before it could proceed with its development.

14. Robinson was scheduled to meet with the Committee to discuss the draft on September 17, 2015. Robinson did not show up to the meeting.

15. On September 17, 2015, my office provided Robinson with the Committee's final report and informed Robinson that the deadline to submit a revised site plan addressing the issues in the report was January 20, 2016.

16. Despite follow-up inquiries by my office, Robinson never submitted a revised site plan addressing the issues identified by the Committee.

Robinson's Proposed Development on Tailwind Drive

17. At a meeting on November 8, 2017, Robinson indicated that the size of the vacant parcel was too small and it would prefer to identify a different location for a larger development.

18. In December 2017 and January 2018, Robinson sent the County rough drawings of a proposed development including numerous hangars and an FBO office along Tailwind Drive.

DECLARATION OF LESLIE OLSON

19. Robinson did not follow the process to propose such a development at the Airport. Specifically, Robinson did not:

- a. Submit a Major Site Plan application (SLCLDC 11.02.02.C); and
- b. Submit a request for a new portion of land to lease to the County Attorney's office with a survey of the requested lease area.

20. Robinson's proposed development along Tailwind Drive also is not presently included in the Airport Master Plan and does not appear on the governing Airport Layout Plan.

21. The County currently is conducting a public process to update the Airport Master Plan and Airport Layout Plan and expects to complete those updates by August, 2018.

22. Upon adoption of those revised Plans, the County intends to issue a Request for Qualifications for parties interested in developing the property along Tailwind Drive.

23. The County has informed all parties interested in developing the property along Tailwind Drive, including Robinson, to participate in the public process and to respond to the forthcoming Request for Qualifications.

24. To date, Robinson has not filed any comments or attended any of the public meetings for the update process.

Maverick Boat Group's Manufacturing Facility

25. Attached as Exhibit 10B to the Complaint is an article concerning Maverick Boat Group's new manufacturing facility near the Airport.

26. Maverick Boat Group (MBG) is a boat manufacturing company located near the airport encompassing the lines of Maverick, Hewes, Pathfinder and Cobia. Because of business expansion plans, MBG began discussions with County Staff in 2015 regarding the possibility of locating a 200,000+ sq. ft. boat manufacturing plant on a platted parcel within the Airport West

DECLARATION OF LESLIE OLSON

Commerce Park (on Airport property but with no connection to the airfield). Manufacturing is a Targeted Industry in St. Lucie County, and as such, can qualify for expedited review of development applications.

27. When Maverick was still considering locating its facility on County owned land at the Airport, the County treated MBG's development proposal no differently than Robinson's.

28. MBG requested a draft lease from the County Attorney's office, and lease terms were negotiated. Ultimately, MBG chose to purchase privately-owned land nearby. MBG submitted a Pre Application request for this private parcel on 4/17/2017, and subsequently filed an application for Major Site Plan in compliance with the Land Development Code. As a Targeted Industry, the application received expedited review and was approved by the St. Lucie County Board of County Commissioners on July 18, 2017.

Conclusion

29. The County has never denied any proposed development application submitted by Robinson.

30. The County expedited review of the only site plan Robinson submitted, and Robinson decided not to attend the meeting with the Development Review Committee or to revise its application to address the issues identified in the Committee's report.

31. The County welcomes and encourages proposed development at the Airport consistent with the processes and requirements specified in the Land Development Code, the Airport Master Plan, and the Airport Layout Plan.

32. Having worked with Robinson over the years, it is my impression that Robinson is simply unable or unwilling to follow those defined processes to propose new development at the Airport.

I declare under penalty of perjury that the foregoing is true and correct:

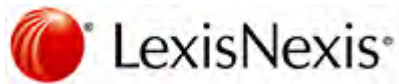


Leslie Olson

Executed this 19th day of June, 2018, in St. Lucie County, Florida.

EXHIBIT 6

**St. Lucie County Land Development Code (“LDC”)
(relevant excerpts)**



St. Lucie County, Florida Land Development Code Sec. 11.02.01

LAND DEVELOPMENT CODE County of ST. LUCIE, FLORIDA Codified through Ordinance No. 17-005, adopted May 16, 2017. (Supp. No. 15)

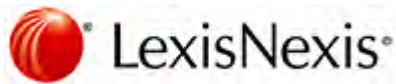
Florida Municipal Codes > Florida > St. Lucie County Land Development Code > CHAPTER XI - ADMINISTRATION AND ENFORCEMENT > 11.02.00. PROCEDURE FOR REVIEW OF SITE PLANS

§ Sec. 11.02.01 Pre-Application Conference.

- A. Prior to filing for site plan review, the applicant is encouraged to meet with the Growth Management Director to discuss the development review process and to be informed of which staff members to confer with about the application.

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End of Document



St. Lucie County, Florida Land Development Code Sec. 11.02.02

LAND DEVELOPMENT CODE County of ST. LUCIE, FLORIDA Codified through Ordinance No. 17-005, adopted May 16, 2017. (Supp. No. 15)

Florida Municipal Codes > Florida > St. Lucie County Land Development Code > CHAPTER XI - ADMINISTRATION AND ENFORCEMENT > 11.02.00. PROCEDURE FOR REVIEW OF SITE PLANS

§ Sec. 11.02.02 Designation of Minor Site Plan, Major Site Plan, or Planned Development Site Plan.

- A. *Generally.* For purposes of these review procedures, all site plans shall be designated as either a Minor Site Plan, a Major Site Plan, or a Planned Development Site Plan according to the criteria below.
- B. *Minor Site Plan.* A proposed development shall be designated as a Minor Site Plan if it is:
 - 1. Any division of land into less than ten (10) parcels but more than two (2) parcels in accordance with the provisions of Section 11.03.00.
 - 2. Any multi-family residential development of less than fifty (50) units, that does not involve platting.
 - 3. Any nonresidential use, including additions to existing structures of 6,000 to 50,000 square feet.
 - 4. Any nonresidential use, less than 50,000 square feet, that provides drive-through or walk-up services.
 - 5. Any nonresidential use, less than 50,000 square feet, that provides for the retail sales of motor or heating fuels.
 - 6. Any commercial lodging establishment having less than six (6) units.
- C. *Major Site Plan.* A proposed development shall be designated as a Major Development Site Plan if it is:
 - 1. Any division of land into ten (10) or more parcels, in accordance with the provisions of Section 11.03.00.
 - 2. Any multi-family residential development of fifty (50) or more dwelling units.
 - 3. Fifty thousand and one (50,001) or more square feet of non-residential floor space.
 - 4. All commercial lodging establishments have six (6) or more units available for rent or lease.
 - 5. Any development of land.
 - a. Where the proposed development should be more thoroughly considered and reviewed because of its location or potential for impact on public facilities, natural resources and public safety.
- D. *Planned Development Site Plan.* A proposed development shall be designated as a Planned Development Site Plan if it is:
 - 1. A Planned Unit Development (Per Section 7.01.00);
 - 2. A Planned Non-Residential Development (Per Section 7.02.00);
 - 3. A Planned Mixed-Use Development (Per Section 7.03.00).
 - 4. A Planned Town or Village (Per Section 3.01.03.FF);
 - 5. A Planned Country Subdivision (Per Section 3.01.03.GG);

6. A Planned Retail/Workplace (Per Section 3.01.03.HH);
7. A Development of Regional Impact, as defined in F.S. 380.06, and in accordance with Section 11.02.02(E).

E. Developments of Regional Impact.

1. *Application for a binding letter of determination from Department of Community Affairs required.* A developer shall be required to submit an application to and receive a determination from the Department of Community Affairs as to whether or not such development is a development of regional impact as defined in F.S. 380.06, under the following circumstances:
 - a. If the development is at a presumptive numerical threshold or up to twenty percent (20%) above a numerical threshold in the guidelines and standards in F.S. Ch. 380, or administrative rules promulgated thereunder; or
 - b. The development is between a presumptive numerical threshold and twenty percent (20%) below the numerical threshold, and St. Lucie County is in doubt as to whether the character or magnitude of the development at the proposed location creates a likelihood that the development will have a substantial effect on the health, safety or welfare of the citizens of more than one (1) county.
 1. In the event that a development is between a presumptive numerical threshold and twenty percent (20%) below the numerical threshold, the developer shall submit a request in writing to the Growth Management Director for a determination as to whether or not St. Lucie County will require that an application for a binding letter of interpretation will be required to be submitted in regard to such development. The procedure for processing such requests in St. Lucie County shall be as follows:
 2. Within thirty (30) days after receipt of the developer's written request, the Growth Management Director shall make a determination in writing as to whether the County will require that the developer submit an application for a binding letter of interpretation. The Director shall provide by mail (certified, return receipt) or hand delivery, copies of the written determination to the developer and to the Board of County Commissioners. Any person may appeal the determination of the Director to the Board of County Commissioners by filing a written notice of intent to appeal with the County Director within fifteen (15) days of the date of receipt of the Director's written determination.

2. Application Requirements.

- a. As to any development which is required by the provisions of Section 11.02.02(E) to submit for a binding letter of interpretation or for which the developer for any reason has submitted for a binding letter of interpretation, the application to St. Lucie County for any of the following:
 1. Comprehensive plan amendment;
 2. Rezoning;
 3. Planned Unit Development approval;
 4. Site Plan approval;
 5. Conditional Use approval;
 6. Special Exception; or
 7. for any other development permit, as defined in F.S. 380.031,

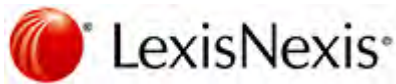
shall be accompanied by a certified copy of the final determination by the Department of Community Affairs or any court judgment which constitutes a final judgment entered as a result of an appeal from a final order of the Department of Community Affairs making a determination on the Development of Regional Impact status of the project. St. Lucie County shall not receive or process any applications for Development Permits for any project or portion thereof, for

which a binding letter of interpretation is required or is actually sought by the developer, until a final binding determination has been made as to the Development of Regional Impact status of the project.

- b. In any application for a Development Permit to St. Lucie County for a proposed development as to which a final binding determination has been made that the proposed development is not a Development of Regional Impact and that determination has been made in part or in whole based upon various commitments or limitations as to development made in the applicant's request for a binding letter, agreed to by the applicant, or otherwise imposed by the Department of Community Affairs to restrict the development in a way that it shall not constitute a Development of Regional Impact, such commitments, limitations or conditions shall be incorporated as conditions into all Development Permits issued by St. Lucie County, as if such conditions were fully set out in each Development Permit.
3. *Filing Requirements.* If a proposed development has been determined to be a Development of Regional Impact or if the developer has waived the right to request a binding letter of interpretation or otherwise agreed to the Development of Regional Impact status of a proposed development, then, as to such proposed development, any application to St. Lucie County as to the first Development Permit sought from St. Lucie County for such development shall be accompanied by, and there shall be filed simultaneously with it, an application for development approval seeking Development of Regional Impact review and approval as required in F.S. 380.06. No final action will be taken by St. Lucie County on any St. Lucie County Development Permit application as to a project for which Development of Regional Impact approval is being sought, until St. Lucie County is in a position to concurrently act upon the application for development approval.
 4. *Proposed Modification to a Development.* In the event of a proposed modification to a development for which a binding letter of interpretation has been received by St. Lucie County indicating that the development was not a Development of Regional Impact, the following shall apply:
 - a. In the event that the modification increases the size or scope of the development so that when the proposed modification is aggregated with the prior approved development that was determined not to be a Development of Regional Impact, that the aggregated development is at a presumptive numerical threshold or up to twenty percent (20%) above a numerical threshold in the guidelines and standards of F.S. Ch. 380.06, or administrative rules promulgated thereunder, then the developer shall be required to submit an application for a binding letter of interpretation.
 - b. In the event that the modification increases the size or scope of the development so that when the proposed modification is aggregated with the prior approved development that was previously determined not to be a Development of Regional Impact, that the aggregated development is at a presumptive numerical threshold or twenty percent (20%) below the numerical threshold, then the provisions of Section 11.02.02(E)(1)(b) shall apply.
 - c. The provisions of Sections 11.02.02(E)(2) and (3) shall also apply in the event of a modification to a development which falls within the parameters of subparagraphs a and b above.

HISTORY NOTE:

(Ord. No. 12-003, Pt. I, 5-15-2012)



St. Lucie County, Florida Land Development Code Sec. 11.02.03

LAND DEVELOPMENT CODE County of ST. LUCIE, FLORIDA Codified through Ordinance No. 17-005, adopted May 16, 2017. (Supp. No. 15)

Florida Municipal Codes > Florida > St. Lucie County Land Development Code > CHAPTER XI - ADMINISTRATION AND ENFORCEMENT > 11.02.00. PROCEDURE FOR REVIEW OF SITE PLANS

§ Sec. 11.02.03 Review of Applications for Minor Site Plans.

A. General Procedures.

1. An application for a Minor Site Plan shall be submitted to the Planning and Development Services Director in a form established by the Director along with an applicable fee as established in Section 11.12.00.
2. Within twenty (20) working days of receipt of the Site Plan, the Director shall:
 - a. Determine that the application is complete and forward the application to the Development Review Committee for further review; or
 - b. Determine that the application is incomplete and inform the applicant in writing of the missing components. The developer may submit a revised application within thirty (30) working days without payment of any additional processing fee. If more than thirty (30) days have elapsed before the applicant resubmits the application, the applicant shall be required to re-initiate the review process and pay an additional fee, as identified in Section 11.12.00 of this Code. An application shall be determined to be complete only if the required submittals of Section 11.02.09 are provided.
3. The Development Review Committee shall review the application for Site Plan and shall determine whether the application complies with the requirements of this Code within twenty (20) working days. In reviewing the application and making a determination of compliance, the Development Review Committee shall use the standards in Section 11.02.07.
4. After the completion of the review by the Development Review Committee, the Chairman of the Development Review Committee shall:
 - a. Recommend that the Planning and Development Services Director determine that the application complies with the standards of Section 11.02.07; or
 - b. Inform the applicant and the Planning and Development Services Director in writing of the deficiencies of the application. The applicant shall notify the Planning and Development Services Director within thirty (30) working days of this notice of deficiency of his/her intent to address the cited deficiencies. The applicant shall have a maximum of 120 days to respond to the cited deficiencies without payment of any additional processing fee. Upon the applicant's response to the cited deficiencies, the revised applicant shall be reviewed by the Development Review Committee pursuant to Section 11.02.03(A)(3) and (4). If the applicant fails to respond to the cited deficiencies within 120 days, the applicant must thereafter reinitiate the review process and pay an additional fee, as identified in Section 11.12.00 of this Code.
5. Approval Procedure for all Minor Site Plans:

- a. The Planning and Development Services Director shall, within five working days following the receipt of the recommendation of the Development Review Committee, issue a decision approving, approving with conditions, or denying the application based upon the requirements of this Code.
 - b. Proposed development may be determined to be in compliance with the provisions of this Code and the St. Lucie County Comprehensive Plan by the Planning and Development Services Director under certain conditions or exceptions in consideration of existing site conditions, location and potential for impact on public facilities, natural resources, health and public safety. In such case, the Director or designee shall provide a written statement recorded in the public records of St. Lucie County setting forth the conditions or exceptions that may include landscaping, parking, architectural standards or other site specific issues.
- B. *Appeals.* Any final action by the Planning and Development Services Director in accordance with this Section may be appealed to the Board of Adjustment in accordance with the provisions of Section 11.11.01(B)(3).
- C. *Minor Adjustments to Minor Development Site Plans.* The Planning and Development Services Director may authorize minor adjustments to the approved Minor Site Plan. Such minor adjustments shall be consistent with the intent and purpose of the St. Lucie County Comprehensive Plan, the standards and requirements of this Code, and the development as approved, and shall be the minimum necessary to overcome the particular difficulty. Such minor adjustments shall be limited to the following:
1. Increasing any dimension of any one (1) structure by not more than twenty-five percent (25%); or
 2. Altering the location of any one (1) primary structure or group of primary structures by not more than fifty (50) feet; or
 3. Altering the net density of any one (1) stage or phase by not more than ten percent (10%); or
 4. Altering the location of any circulation element by not more than fifty (50) feet. The relocation of any circulation element by more than fifty (50) feet will be considered a major adjustment unless the relocation results in a reduction of impervious surface area; or
 5. Altering the location of any open space by not more than fifty (50) feet; or
 6. Reducing the total amount of open space by not more than five percent (5%) or reducing the yard area or open space associated with any single structure by not more than five percent (5%); or
 7. Altering the location, type, or quality of landscaping elements.
 8. The addition or relocation of any accessory structure or use so long as the proposed addition or relocation does not conflict with any portion of any required open space, building separation requirements or other provisions of this Code.
 9. The Planning and Development Services Director may approve other proposed alterations that do not exceed any of the thresholds listed above as a Minor Adjustment.
- D. A Development Permit may be issued for the following without submitting a formal application for Minor Adjustment to a Minor Development Site Plan issued pursuant to this Code:
1. The alteration of or addition to an existing structure or impervious surface area less than 200 square feet that is otherwise in compliance with the applicable provisions of this Code.
 2. The erection of a sign on a previously developed site independent of any other development activity on the site.
 3. The re-surfacing of a vehicular use area that conforms to all requirements of this Code.
- E. *Major Adjustments to Minor Site Plans* , any other adjustment, including the cumulative effects of separate minor adjustments made since July 1, 1984, to an approved minor site plan shall require approval by the Planning and Development Services Director of a new Minor Site Plan subject to the standards of this Code.

HISTORY NOTE:

(Ord. No. 12-003, Pt. I, 5-15-2012)

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St. Lucie County, Florida Land Development Code Sec. 11.02.04

LAND DEVELOPMENT CODE County of ST. LUCIE, FLORIDA Codified through Ordinance No. 17-005, adopted May 16, 2017. (Supp. No. 15)

Florida Municipal Codes > Florida > St. Lucie County Land Development Code > CHAPTER XI - ADMINISTRATION AND ENFORCEMENT > 11.02.00. PROCEDURE FOR REVIEW OF SITE PLANS

§ Sec. 11.02.04 Review of Applications for Major Site Plans.

A. General Procedures.

1. An application for a Major Site Plan shall be submitted to the Growth Management Director in a form established by the Director along with an applicable fee as established in Section 11.12.00.
2. Within twenty (20) working days of receipt of the Site Plan, the Director shall:
 - a. Determine that the application is complete and direct the application to the Development Review Committee for further review; or,
 - b. Determine that the application is incomplete and inform the applicant in writing of the missing components. The applicant may submit a revised plan within thirty (30) working days without payment of any additional processing fee, but, if more than thirty (30) days have elapsed, must thereafter reinitiate the review process and pay additional fees as identified in Section 11.12.00.

An application shall be determined to be complete only if the required submittals of Section 11.02.09 are provided.

3. The Development Review Committee shall review the application for Site Plan and determine whether the application proposal complies with the requirements of this Code within twenty (20) working days. In reviewing the application and making a determination of compliance, the Development Review Committee shall use the standards in Section 11.02.07.
4. After the completion of the review by the Development Review Committee, the Chairman of the Development Review Committee shall:
 - a. Recommend that the Growth Management Director determine that the application complies with the standards of Section 11.02.07;
 - b. Inform the applicant and the Growth Management Director in writing of the deficiencies of the application.

The applicant shall notify the Growth Management Director within thirty (30) working days of this notice of deficiency of his/her intent to address the cited deficiencies. The applicant shall have a maximum of 120 days to respond to the cited deficiencies without payment of any additional processing fee. Upon the applicant's response to the cited deficiencies the revised application shall be reviewed by the Development Review Committee pursuant to Section 11.02.03(A)(3) and (4). If the applicant fails to respond to the cited deficiencies within 120 days the applicant must thereafter reinitiate the review process and pay an additional fee, as identified in Section 11.12.00 of this Code.

5. The Chairman of the Development Review Committee shall notify the Growth Management Director that the Site Plan is ready for presentation to the Board of County Commissioners and request that this

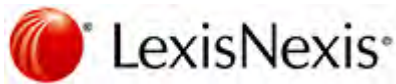
application for major site plan approval be placed on the next available regular County Commission agenda.

6. The Chairman of the Development Review Committee shall issue a written report to the Growth Management Director setting forth findings and conclusions supporting a recommendation to the Board of County Commissioners for approval, approval with conditions, or denial of the Site Plan.
 7. The Growth Management Director shall issue a report to the Board of County Commissioners citing the recommendations of the Development Review Committee and provide a recommendation of approval, approval with conditions or denial of the site plan.
 8. The Board of County Commissioners shall consider the Site Plan at a regularly scheduled public meeting. In reviewing the application for site plan approval, the Board of County Commissioners shall consider the report of the Growth Management Director and shall determine whether the proposed development specified in the application meets the provisions of this Code, and in particular the standards and criteria of Section 11.02.09; the St. Lucie County Comprehensive Plan; and any other applicable County ordinances. Within a reasonable time of the conclusion of its review, the Board of County Commissioners will approve, approve with conditions or deny the application. The decision on the application shall be by resolution setting forth the findings of the Board of County Commissioners and any condition, limitation, or requirement of such decision.
 9. Notification of the Board of County Commissioners' decision shall be mailed to the applicant and filed with the Office of the Department of Community Development in accordance with Section 11.00.04(F).
- B. *Appeals.* Any final action by a the Board of County Commissioners made in accordance with the provisions of this Section may be appealed as provided in Section 11.11.00.
- C. *Minor Adjustment to Major Site Plans:*
1. Planning and Development Services Director may authorize minor adjustments to the approved Major Site Plan. Such minor adjustments shall be consistent with the intent and purpose of the St. Lucie County Comprehensive Plan, the standards and requirements of this Code, and the development as approved, and shall be the minimum necessary to overcome the particular difficulty. Such minor adjustments shall be limited to the following:
 - a. Increasing any dimension of any one (1) structure by not more than twenty-five percent (25%); or
 - b. Altering the location of any one (1) structure or group of structures by not more than one hundred (100) feet; or
 - c. Altering the net density of any one (1) stage or phase by not more than ten percent (10%); or
 - d. Altering the location of any circulation element by not more than fifty (50) feet. Relocation of any circulation element by more than fifty (50) feet will be considered a major adjustment unless the relocation results in a reduction in impervious surface area; or
 - e. Altering the location of any open space by not more than fifty (50) feet; or
 - f. Reducing the total amount of open space by not more than five percent (5%) or reducing the yard area or open space associated with any single structure by not more than five percent (5%); or
 - g. Altering the location, type, or quality of landscaping elements.
 - h. The addition or relocation of any accessory structure or use so long as the proposed addition or relocation does not conflict with any portion of any required open space, building separation requirements or other provisions of this Code.
 - i. The Planning and Development Services Director may approve other proposed alterations that do not exceed any of the thresholds listed above as a Minor Adjustment.
 2. A Development Permit may be issued for the following without submitting a formal application for Minor Adjustment to a Major Development Site Plan issued pursuant to this Code:

- a. The alteration of or addition to an existing structure or impervious surface area less than 200 square feet that is otherwise in compliance with the applicable provisions of this Code.
 - b. The erection of a sign on a previously developed site independent of any other development activity on the site.
 - c. The re-surfacing of a vehicular use area that conforms to all requirements of this Code.
3. Notice of the authorization of such minor adjustments shall be provided to the Board of County Commissioners.
- D. *Major Adjustments to Major Development Site Plans.* Any other adjustment to the approved site plan shall be considered a Major Adjustment and shall be granted only upon application to and approval by the Board of County Commissioners. The review and processing procedures for the major adjustment review shall be consistent with Section 11.02.04(A).

HISTORY NOTE:

(Ord. No. 12-003, Pt. I, 5-15-2012)



St. Lucie County, Florida Land Development Code Sec. 11.02.05

LAND DEVELOPMENT CODE County of ST. LUCIE, FLORIDA Codified through Ordinance No. 17-005, adopted May 16, 2017. (Supp. No. 15)

Florida Municipal Codes > Florida > St. Lucie County Land Development Code > CHAPTER XI - ADMINISTRATION AND ENFORCEMENT > 11.02.00. PROCEDURE FOR REVIEW OF SITE PLANS

§ Sec. 11.02.05 Review of Applications for Preliminary and Final Site Plans for Planned Developments.

A. Review of Preliminary Site Plans:

1. An application for a Preliminary and Final Site Plan shall be submitted to the Growth Management Director in a form established by the Director along with an applicable fee as established in Section 11.12.00.
2. Within twenty (20) working days of receipt of a Preliminary Site Plan, the Director shall:
 - a. Determine that the application is complete and direct the application to the Development Review Committee for further review; or
 - b. Determine that the information is incomplete and inform the applicant in writing of the missing components. The applicant may submit an amended plan within thirty (30) working days without payment of any additional fee, but if more than thirty (30) days have elapsed, must thereafter initiate a new application and pay an additional fee as identified in Section 11.12.00 of this Code.

An application shall be determined to be complete only if the required submittals of Section 11.02.10 are provided.
3. The Development Review Committee shall review the application for Preliminary Site Plan and determine whether the application complies with the requirements of this Code within twenty (20) working days. In reviewing the application and making a determination of compliance, the Development Review Committee shall use the standards in Section 11.02.07.
4. After the completion of the review by the Development Review Committee, the Chairman of the Development Review Committee shall:
 - a. Recommend that the Growth Management Director determine that the application complies with the standards of Section 11.02.07; or
 - b. Inform the Growth Management Director in writing of the deficiencies of the application.

The applicant shall notify the Growth Management Director within thirty (30) working days of this notice of deficiency of his/her intent to address the cited deficiencies. The applicant shall have a maximum of 120 days to respond to the cited deficiencies without payment of any additional processing fee. Upon the applicant's response to the cited deficiencies the revised application shall be reviewed by the Development Review Committee pursuant to Section 11.02.03(A)(3) and (4). If the applicant fails to respond to the cited deficiencies within 120 days, the applicant must thereafter reinitiate the review process and pay an additional fee, as identified in Section 11.12.00 of this Code.

5. The Chairman of the Development Review Committee shall notify the Growth Management Director that the Site Plan is ready for presentation to the Planning and Zoning Commission.
6. The Development Review Committee shall issue a written report to the Growth Management Director setting forth findings and conclusions supporting a recommendation to the Planning and Zoning Commission for approval, approval with conditions, or denial of the Preliminary Site Plan.
7. Upon notification from the Development Review Committee that the Preliminary Site Plan is complete, the Growth Management Director shall place the application for preliminary site plan approval on the next Planning and Zoning Commission agenda in accordance with the procedures set out in Section 11.00.03.
8. The Growth Management Director shall issue a written report to the Planning and Zoning Commission citing the recommendations of the Development Review Committee and provide a recommendation of approval, approval with conditions or denial of the Site Plan.
9. The Planning and Zoning Commission shall conduct a hearing on the Preliminary Site Plan to determine whether it satisfies the requirements of this Code. The public hearing held on the application shall be in accordance with Section 11.00.04. In reviewing and making a recommendation on the application and Preliminary Site Plan, the Commission shall use the standards in Section 11.02.07.
10. Within a reasonable time of the hearing, not to exceed 60 days the Planning and Zoning Commission shall submit a written recommendation and findings to the Board of County Commissioners for approval, approval with conditions, or denial of the Preliminary Site Plan.
11. The Board of County Commissioners shall consider the Preliminary Site Plan at a scheduled public hearing in accordance with the requirements of Section 11.00.03. The public hearing held on the application shall be in accordance with Section 11.00.04. In making a decision on the application, the Board of County Commissioners shall consider the recommendations of the Planning and Zoning Commission and the Growth Management Director and the standards specified in Section 11.02.07.
12. Within a reasonable time of the conclusion of the public hearing, the Board of County Commissioners will approve, approve with conditions or deny the application or will direct the Growth Management Director to issue a Preliminary Site Plan approval, with such conditions as may be necessary.

B. Review of Final Site Plans:

1. The applicant shall submit a Final Site Plan and supporting documentation for review prior to the expiration of the Preliminary Development Order in a form established by the Growth Management Director.
2. Within twenty (20) working days of receipt of the Final Site Plan, the Growth Management Director shall:
 - a. Determine that the Final Site Plan is complete and direct the application to the Development Review Committee for further review; or,
 - b. Determine that the information is incomplete and inform the applicant in writing of the missing components. The applicant may submit a revised Final Site Plan within thirty (30) working days without payment of a reapplication fee, but, if more than thirty (30) days have elapsed before the applicant resubmits the application, the applicant shall be required to re-initiate the review process and pay an additional fee, as identified in Section 11.12.00.

An application shall be determined to be complete only if the required submittals of Section 11.02.10 are provided.
3. The Growth Management Director shall review the Final Site Plan and determine whether the proposal is in substantial conformity with the approved Preliminary Site Plan within twenty (20) working days.
4. Once a determination of conformity is made, the Growth Management Director shall place the application for Final Site Plan approval on the Board of County Commissioners agenda in accordance with the procedures set out in Section 11.00.03.

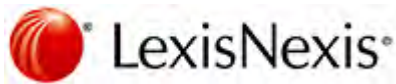
5. The Growth Management Director shall issue a written report setting forth findings and conclusions supporting a recommendation to the Board of County Commissioners for approval, approval with conditions, or denial of the Final Site Plan.
6. Substantial Conformity: A Final Site Plan will not be deemed to be in substantial conformity with the approved Preliminary Site Plan if it:
 - a. Departs by more than ten percent (10%) from the maximum density or ground coverage; or
 - b. Changes by more than ten percent (10%) the floor area to be devoted to any residential or non-residential use; or
 - c. Decreases by more than ten percent (10%) the area provided for public and private open space, or changes the general location of such area; or
 - d. Relocates approved circulation elements to the extent that would decrease their functionality, adversely affect surrounding lands and circulation elements, or reduce their effectiveness as buffers or amenities; or
 - e. Significantly alters the arrangement of land uses within the development; or
 - f. Significantly alters the character of the development proposed in the Preliminary Site Plan; or
 - g. Is not consistent with the St. Lucie County Comprehensive Plan.
7. After the review and recommendation of the Growth Management Director, the Board of County Commissioners shall conduct a public hearing on the Final Site Plan to determine whether it is in substantial conformity with the approved Preliminary Site Plan. The public hearing shall be in accordance with the procedural requirements of this Chapter. If the Board of County Commissioners determines that the Final Site Plan is in substantial conformity with the approved Preliminary Site Plan, it will direct the Growth Management Director to issue a Final Development Order, with such conditions as may be necessary. If the Board of County Commissioners determines that the Final Site Plan is not in substantial conformity with the approved Preliminary Site Plan, it shall deny the Final Site Plan.
8. Notification of the Board of County Commissioners' decision shall be mailed to all parties and filed with the Growth Management Director, in accordance with Section 11.00.04(F).
9. Approval of the Final Site Plan by the Board of County Commissioners, together with the acceptance of all conditions associated with that approval, shall constitute a certified Final Planned Development Site Plan.
10. Upon approval of the Final Site Plan, the Board of County Commissioners shall direct the Growth Management Director to amend the Official Zoning Atlas to reflect Planned Unit Development (PUD), Planned Non-Residential Development (PNRD) or Planned Mixed Use Development (PMUD) zoning for the approved development.
- C. *Project Phasing.* Phasing of Planned Developments shall be in accordance with Sections 7.01.03(K) and 7.02.03(I).
- D. *Appeals.* Any final action including approval or denial of the preliminary PUD site plan by the Board of County Commissioners made in accordance with the provisions of this Section may be appealed as provided in Section 11.11.00.
- E. *Minor Adjustments.* The Growth Management Director may authorize minor adjustments to an approved Final Planned Development Site Plan. Such minor adjustments shall be consistent with the intent and purpose of the St. Lucie County Comprehensive Plan, the standards and requirements of this Code, and the development as approved, and shall be the minimum necessary to overcome the particular difficulty. Such minor adjustments shall be limited to the following:
 1. Increasing any dimension of any one (1) primary structure or structures by not more than twenty-five percent (25%) ; or

2. Altering the location of any one (1) structure or group of structures collectively by not more than one hundred (100) feet provided that the relocation does not result in any encroachment into an area or areas designated as preserved or otherwise protected, without the applicant providing substantial evidence that the preserved or otherwise protected area is no longer needed or has been equitably compensated for; or
3. Increasing the net density of any one (1) stage or phase by more than ten percent (10%); or
4. Altering the location of any primary circulation element by not more than fifty (50) feet. Relocation of any primary circulation element by more than fifty (50) feet will be considered a major adjustment unless the relocation results in a reduction in impervious surface area; or,
5. Altering the location of any open space by not more than one hundred (100) feet; or,
6. Reducing the total amount of open space by not more than ten percent (10%) or reducing the yard area or open space associated with any single structure by not more than ten percent (10%). In no case shall the total amount of open space be permitted to be less than the minimum amount of open space required under the planned development district regulations, unless otherwise varied by the Board of Adjustment or as may be permitted by the other provisions of this Code; or
7. Altering the location, type, or quality of landscaping elements; or,
8. Reducing the gross density or intensity of the approved development.

Notice of the authorization of such minor adjustments shall be provided to the Board of County Commissioners.

F. Major Adjustments:

1. Any other adjustment to the approved final site plan shall be a major adjustment and shall be granted only upon application to and approval by the Board of County Commissioners, which may grant approval for major adjustments only after a public hearing and upon finding that any proposed changes in the approved Final Planned Development Site Plan will be in substantial conformity with the original approval. The Board of County Commissioners shall place the application for major adjustment on the agenda of a regularly scheduled meeting for a public hearing in accordance with the requirements of Section 11.00.03. The public hearing on the application shall be held in accordance with Section 11.00.04.
2. If the Board of County Commissioners determines that the major adjustments are not in substantial conformity with the original approval, then it shall refer the request to the Growth Management Director for initiation of a new Preliminary Site Plan, in accordance with the provisions of Section 11.02.05(A) of this Code.



St. Lucie County, Florida Land Development Code Sec. 11.02.06

LAND DEVELOPMENT CODE County of ST. LUCIE, FLORIDA Codified through Ordinance No. 17-005, adopted May 16, 2017. (Supp. No. 15)

Florida Municipal Codes > Florida > St. Lucie County Land Development Code > CHAPTER XI - ADMINISTRATION AND ENFORCEMENT > 11.02.00. PROCEDURE FOR REVIEW OF SITE PLANS

§ Sec. 11.02.06 Expiration of Final Site Plan Approval.

A. Effective Approval Period for a Site Plan:

1. Except as provided in this Section, a Minor Site Plan approval or a Major Site Plan approval shall be valid for purposes of securing a building permit for twenty four (24) months from the date of approval. Unless a building permit is secured within twenty four (24) months, the site plan shall expire automatically.

A Minor Site Plan approval or a Major Site Plan approval may be conditioned so that the period of validity is less than twenty four (24) months, if it is demonstrated through the issuance of a Certificate of Capacity that necessary public services required for that development are not guaranteed by the service provider for more than the identified period of time.

2. A Preliminary Planned Development Site Plan approval issued consistent with Section 11.02.05(A) shall be valid for a period of twenty four (24) months from the date of approval. Failure to obtain a Final Planned Development Site Plan approval within twenty four (24) months of the Preliminary Planned Development Site Plan approval shall void the Preliminary Planned Development Site Plan approval or an extension of Preliminary Planned Development Site Plan approval according to the provisions of Section 11.02.06(B)(3)(a) of this Code.

A Preliminary Planned Development Site Plan approval may be conditioned so that the period of validity is less than twenty four (24) months, if it is demonstrated through the issuance of the elective Certificate of Capacity that necessary public services required for that development are not guaranteed by the service provider for more than the identified period of time.

3. Except as provided in this Section, a Final Planned Development Site Plan approval shall be valid for purposes of securing a building permit for twenty four (24) months from the date of approval. Unless a building permit is secured within twenty four (24) months, the Final Planned Development Site Plan shall expire automatically.

A Final Planned Development Site Plan approval may be conditioned so that the period of validity is less than twenty four (24) months, if it is demonstrated through the issuance of a Certificate of Capacity that necessary public services required for that development are not guaranteed by the service provider for more than the identified period of time.

B. Site Plan Extensions:

1. Minor Site Plan Extensions:

- a. Notwithstanding the other provisions of this Code, a Minor Site Plan approval may be extended by the Growth Management Director, for periods of up to twelve (12) months, from its date of expiration. Any request for site plan extension shall be submitted in writing to the Director at least

two weeks prior to the date of site plan expiration. All requests for site plan extension shall be accompanied by a complete explanation of the reasons that the site plan extension is necessary.

- b. No Minor Site Plan shall be extended for any period beyond 12 months of the date of original expiration as set forth in the Final Development Order for that Minor Site Plan without undergoing a complete re-review in accordance with the provisions of Section 11.02.00 and demonstration of compliance with all applicable codes in effect at that time.

2. Major Site Plan Extensions:

- a. Notwithstanding the other provisions of this Code, a Major Site Plan approval may be extended by the Board of County Commissioners, for periods of up to twelve (12) months, from its date of expiration. Any request for site plan extension shall be submitted in writing to the Growth Management Director at least two weeks prior to the date of site plan expiration. All requests for site plan extension shall be accompanied by a complete explanation of the reasons that the site plan extension is necessary.
- b. No Major Site Plan shall be extended for any period beyond 24 months of the date of original expiration as set forth in the Final Development Order for that Major Site Plan without undergoing a complete re-review and demonstration of compliance with all applicable codes in effect at that time.

3. Planned Development Site Plan Extensions:

- a. Notwithstanding the other provisions of the Code, a Preliminary Planned Development Site Plan approval may be extended by the Board of County Commissioners, for periods of up to twelve (12) months, from its date of expiration following a public hearing before the Board of County Commissioners consistent with the provisions of Section 11.00.03 and 11.00.04. All requests for Planned Development Site Plan extension shall be accompanied by a complete explanation of the reasons that the site plan extension is necessary.
- b. No Preliminary Planned Development Site Plan shall be extended for any period beyond 12 months from the date of original expiration as set forth in the Preliminary Development Order for that Preliminary Planned Development Site Plan without undergoing a complete re-review in accordance with the provisions of Section 11.02.00 and demonstration of compliance with all applicable codes in effect at that time.
- c. Notwithstanding the other provisions of the Code, a Final Planned Development Site Plan approval may be extended by the Board of County Commissioners, for periods of up to twelve (12) months, from its date of expiration following a public hearing before the Board of County Commissioners consistent with the provisions of Section 11.00.03 and 11.00.04. All requests for Planned Development Site Plan extension shall be accompanied by a complete explanation of the reasons that the site plan extension is necessary.
- d. No Final Planned Development Site Plan shall be extended for any period beyond 24 months from the date of original expiration as set forth in the Final Development Order for that Final Planned Development Site Plan without undergoing a complete re-review in accordance with the provisions of Section 11.02.00 and demonstration of compliance with all applicable codes in effect at that time.

4. Administrative Extensions to Site Plans:

- a. Purpose. The purpose of this administrative extension process is to address the challenges of development during the recent recession, and to position St. Lucie County for recovery.
- b. Applicability. An approved site plan which has an expiration date of January 1, 2013 through December 31, 2014 is extended and renewed for a period of two (2) years after its previous date of expiration. This extension applies to all site plans expiring within this timeframe, regardless of previous extensions granted.

- c. Process. The holder of a valid site plan, expiring after February 27, 2014, that is eligible for the two (2) year extension must notify the Planning and Development Services Director in writing prior to expiration. For those Site Plans expired between the dates of January 1, 2013 and February 27, 2014, the holder must notify the Planning and Development Services Director prior to February 28, 2014. The holder must identify a reason for the extension and the anticipated timeframe for acting on the authorization.
- d. Exceptions. This administrative extension process does not apply to an approved site plan held by an owner or operator determined to be in significant non-compliance with the conditions of the site plan.

C. Abandonment of Construction:

- 1. In cases where a building permit has been secured, but construction has not commenced and proceeded toward completion, site plan approval shall terminate and become null and void after notice and hearing by the Board of County Commissioners if the Board by a 4/5 vote determines that construction of the approved development plan has been abandoned or suspended. For the purpose of this paragraph, construction shall be considered to be abandoned or suspended if at the hearing it is shown:
 - a. That an active building permit had not been maintained in accordance with the approved site plan and Section 13.00.00, or;
 - b. It is shown to the satisfaction of the Board of County Commissioners that the applicant has not proceeded toward the completion of the permitted structure(s) for a six month period prior to the issuance of a Notice of Intent to Revoke, unless the inactivity is attributable to the deliberate and scheduled phasing of a multiphase project.
- 1. A public hearing to consider the revocation of site plan approval shall be scheduled before the Board of County Commissioners in accordance with requirements of Section 11.00.04. Formal notice of this public hearing shall be provided to those parties identified on the Building Permit application.
- 2. This section shall not operate to invalidate any site plan prior to the end of the initial twenty four (24) month approval period or any authorized extension thereof.

HISTORY NOTE:

(Ord. No. 2013-43, A, 12-17-13)



St. Lucie County, Florida Land Development Code Sec. 11.02.07

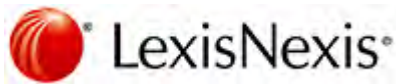
LAND DEVELOPMENT CODE County of ST. LUCIE, FLORIDA Codified through Ordinance No. 17-005, adopted May 16, 2017. (Supp. No. 15)

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§ Sec. 11.02.07 Standards for Site Plan Review.

Site plan approval shall be granted only if the applicant demonstrates the following:

- A. *Consistency With Local Ordinances and Comprehensive Plan.* The proposed building or use is consistent with the general purpose, goals, objectives, and standards of this Code, the St. Lucie County Comprehensive Plan, and the Code and Compiled Laws of St. Lucie County; and the proposed use complies with all additional standards imposed on it by the particular provisions of this Code authorizing such use and any other requirement of the Code and Compiled Laws of St. Lucie County.
- B. *Effect on Nearby Properties.*
 - 1. The proposed building or use will not have an undue adverse effect upon nearby property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety, and general welfare.
 - 2. All reasonable steps have been taken to minimize any adverse effect of the proposed building or use on the immediate vicinity through building design, site design, landscaping, and screening.
 - 3. The proposed building or use will be constructed, arranged, and operated so as not to interfere with the development and use of neighboring property, in accordance with applicable district regulations.
- C. *Adequacy of Public Facilities.* The proposed building or use complies with the standards of Chapter V, Adequate Public Facilities.
- D. *Adequacy of Fire Protection.* The applicant has obtained from the St. Lucie County - Fort Pierce Bureau of Fire Prevention written confirmation, or has otherwise demonstrated by substantial credible evidence, that water supply, evacuation facilities, and emergency access are satisfactory to provide adequate fire protection.
- E. *Adequacy of School Facilities.* The proposed building or use will be served by adequate school facilities.
- F. *Environmental Impact.* For developments required to provide an environmental impact report under Section 11.02.09(A)(5), the proposed development will not contravene any applicable provision of the St. Lucie County Comprehensive Plan, or of Chapter VIII, "Natural Environment Analysis", of the St. Lucie County Barrier Island Study Analysis of Growth Management Policy Plan, Kimley-Horn and Associates, Inc. (August, 1982).



St. Lucie County, Florida Land Development Code Sec. 11.02.08

LAND DEVELOPMENT CODE County of ST. LUCIE, FLORIDA Codified through Ordinance No. 17-005, adopted May 16, 2017. (Supp. No. 15)

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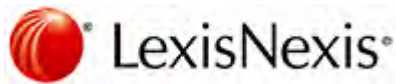
§ Sec. 11.02.08 Conditions on Site Plan Approval.

- A. *Minor Site Plan Approvals.* The Growth Management Director shall attach any reasonable condition, limitation, or requirement to a Minor Site Plan approval as is necessary to effectuate the purposes of this Section and to carry out the spirit and purpose of this Code and the St. Lucie County Comprehensive Plan. Such conditions shall be set forth expressly in the Final Development Order approving the site plan and shall include the following:
1. *Traffic Control Devices.* Whenever, as the result of additional traffic generated by a proposed development, it is determined based on the Manual on Uniform Traffic Control Devices that there is a need for installation of traffic control devices (including traffic signals, signing, and pavement markings) to ensure safe traffic circulation onto and off of the site, the site plan shall not be approved except upon the condition that the applicant be responsible for installing all said devices and signs, or make an equitable contribution toward such installation. In the case of those developments accessing onto any portion of the State Highway system, concurring approval, in the form of a Notice of Intent or other authorized conceptual approval, from the Florida Department of Transportation about any signals or other regulatory devices is required to be obtained before any Final Development Order is issued.
 2. *Access Improvements.* A site plan shall not be approved except upon the condition that the applicant provide the access (ingress and egress) improvements determined to be necessary as a result of traffic generated by the development.
 3. *Water and Sewer Dry Line Improvements.* If the proposed development is within a water or sewer utility's five (5) year service area, the developer shall construct and dedicate to the County, or at the County's discretion, the applicable service provider, dry water and sewer lines in accordance with standards and specifications of the County and the applicable service provider
 4. *Connected to Regional Utility Systems.* A site plan shall not be approved except upon the condition that the development connect to a regional potable water distribution and/or wastewater collection system when the system becomes available to service the development.
 5. *Right-of-Way Dedications.* A site plan shall not be approved that does not provide for dedication of the necessary right-of-way as required in Section 7.05.02.
 6. *Projects Requiring Other Regulatory Approval.*
 - a. For developments requiring any permit from the United States Army Corps of Engineers, the Florida Department of Environmental Regulation, the Florida Department of Natural Resources, or any other state or federal regulatory authority, the Growth Management Director shall not approve unconditionally a Minor Site Plan until it has received from such agency notice of either issuance of or intent to issue the required regulatory permit.

- b. The Growth Management Director may approve a Minor Site Plan conditioned upon receiving notice of either issuance of or intent to issue any required regulatory permit if it can make, on a tentative basis and subject to confirmation, the findings required in Section 11.02.07(E). A site plan approval conditioned upon receiving notice of either issuance of or intent to issue any required regulatory permit shall not preclude the Board of County Commissioners, after reviewing the regulatory permit application and other information, from revoking such conditional site plan approval based solely upon an inability to confirm the findings required in Section 11.02.07(F) or from protesting the permit application.
7. *Comprehensive Plan and Code.* The Growth Management Director may add any condition deemed necessary to ensure compliance with the provisions of this Code, the St. Lucie County Comprehensive Plan and the St. Lucie County Code and Compiled Laws..
- B. *Major Site Plan Approvals.* The Board of County Commissioners shall attach any reasonable condition, limitation, or requirement to a site plan approval as is necessary to effectuate the purposes of this Section and to carry out the spirit and purpose of this Code and the St. Lucie County Comprehensive Plan. Such conditions shall be set forth expressly in the Final Development Order approving the site plan and shall include the following:
 1. *Traffic Control Devices.* Whenever, as the result of additional traffic generated by a proposed development, it is determined based on the Manual on Uniform Traffic Control Devices that there is a need for installation of traffic control devices (including traffic signals, signing, and pavement markings) to ensure safe traffic circulation onto and off of the site, the site plan shall not be approved except upon the condition that the applicant be responsible for installing all said devices and signs, or make an equitable contribution toward such installation. In the case of those developments accessing onto any portion of the State Highway System, concurring approval, in the form of a Notice of Intent or other authorized conceptual approval, from the Florida Department of Transportation about any signals or other regulatory devices is required to be obtained before any Final Development Order is issued.
 2. *Access Improvements.* A site plan shall not be approved except upon the condition that the applicant provide the access (ingress and egress) improvements determined to be necessary as a result of traffic generated by the development.
 3. *Water and Sewer Dry Line Improvements.* If the proposed development is within a water or sewer utility's five (5) year service area, the developer shall construct and dedicate to the County, or at the County's discretion, the applicable service provider, dry water and sewer lines in accordance with standards and specifications of the County and the applicable service provider.
 4. *Connected to Regional Utility Systems.* A site plan shall not be approved except upon the condition that the development connect to a regional potable water distribution and/or wastewater collection system when the system becomes available to service the development.
 5. *Right-of-Way Dedications.* A site plan shall not be approved that does not provide for dedication of the necessary right-of-way as required in Section 7.05.02.
 6. *Projects Requiring Other Regulatory Approval.*
 - a. For developments requiring any permit from the United States Army Corps of Engineers, the Florida Department of Environmental Regulation, the Florida Department of Natural Resources, or any other state or federal regulatory authority, the Board of County Commissioners shall not approve unconditionally a site plan until it has received from such agency notice of either issuance of or intent to issue the required regulatory permit.
 - b. The Board of County Commissioners may approve a site plan conditioned upon receiving notice of either issuance of or intent to issue any required regulatory permit if it can make, on a tentative basis and subject to confirmation, the findings required in Section 11.02.07(E). A site plan approval conditioned upon receiving notice of either issuance of or intent to issue any required regulatory permit shall not preclude the Board of County Commissioners, after reviewing the regulatory permit

application and other information, from revoking such conditional site plan approval based solely upon an inability to confirm the findings required in Section 11.02.07(F) or from protesting the permit application.

7. *Reduction In Maximum Residential Density.* The Board of County Commissioners shall require a reduction from the maximum density permitted in the zoning district in which a proposed development is to be located when such allowable maximum residential density:
 - a. Would impose an excessive burden, as determined by recognized engineering or other professional standards, on public facilities that would serve the proposed development; or
 - b. Would contravene any goal, objective, or policy of the St. Lucie County Comprehensive Plan, or of Chapter VIII, "Natural Environment Analysis", of the St. Lucie County Barrier Island Study Analysis of Growth Management Policy Plan, Kimley-Horn and Associates, Inc. (August, 1982).
8. *Comprehensive Plan and Code.* The Board of County Commissioners may add any condition deemed necessary to ensure compliance with the provisions of this Code, the St. Lucie County Comprehensive Plan and the St. Lucie County Code and Compiled Laws.



St. Lucie County, Florida Land Development Code Sec. 11.02.09

LAND DEVELOPMENT CODE County of ST. LUCIE, FLORIDA Codified through Ordinance No. 17-005, adopted May 16, 2017. (Supp. No. 15)

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§ Sec. 11.02.09 Submittals for Minor and Major Site Plans.

A. *Minor and Major Site Plan Requirements.* Site Plan submittals shall include the following materials:

1. General Information:

- a. The applicant's name and address.
- b. The applicant's interest in the subject property.
- c. The owner's name and address, if different from the applicant, and the owner's signed consent to the filing of the application.
- d. The street address and a legal description of the property.
- e. The present zoning classification and existing uses of the subject property proposed to be reclassified.
- f. Information on land areas adjacent to the proposed development and an indication of the relationships between the proposed development and existing and proposed adjacent areas, including land uses, zoning classifications, densities, circulation systems, public facilities, and unique natural features of the land.
- g. A development schedule indicating the approximate date construction of the development or stages of the development can be expected to begin and be completed.
- h. A statement of the applicant's intentions with regard to the future selling or leasing of all or portions of the development, such as land areas, dwelling units, and commercial facilities.
- i. A statement describing whether the project will utilize existing water and sewer facilities and if so a letter from the service provider stating capacity will be available for the project.

2. Existing Conditions:

- a. An aerial photograph of the property on which the development activity is to take place. The aerial photograph used to satisfy this requirement may be obtained from the St. Lucie County Property Appraiser.
- b. Detailed location sketch of the proposed development designating the section, township and range.
- c. A topographic survey of the entire project site, prepared in accordance with the current standards of Chapter 61G17-6 FAC, which shall include, at a minimum: the project boundaries, a north arrow, a scale indicator, bench mark information (NGVD) and;
 1. One (1) foot contours shall be shown and shall extend at least 50 feet around the project site, except that the Growth Management Director may authorize partial relief from this standard when the following conditions exist:

- a. Existing grade conditions, throughout the site are such that one foot contours would not be discernable. In these instances, contours at two (2) foot intervals may be provided; and/or,
 - b. Existing grade conditions, over the entire site, vary less than two feet above base elevation.
 2. A sufficient number of spot elevations shall be shown to support the contour information and to accurately reflect the site topography.

All topographic surveys shall be submitted on a sheet size twenty-four (24") by thirty-six (36") inches and shall be the same scale as the project site plan.

All topographic surveys shall have been prepared within the 24 months prior to the application for site plan being filed and shall reflect current property conditions.
 - d. A boundary survey and legal description prepared in accordance with the current standards of Chapter 61G17-6 FAC. All boundary surveys shall be submitted on a sheet size twenty-four (24) inches by thirty-six (36) inches and shall be the same scale as the project site plan. All boundary surveys shall have been prepared within the 12 months prior to the application for site plan being filed and shall contain at a minimum the following information, as applicable:
 1. location of the Coastal Construction Control Line, along with all necessary recording data,
 2. The location of the Mean highwater, or safe upland line, along with a description of how these lines were determined,
 3. The location of all submerged lands,
 4. The limits and elevations of any jurisdictional wetlands, which shall contain bearing and distance information used in determining the extent of these areas, along with the identification of the agency or agencies claiming jurisdiction.
 5. The location of all existing improvements.
 6. Acreage certifications of all lands lying above mean high water or the safe upland line; and,
 7. All boundary surveys are to be tied to a monumented section line or the nearest 1/4 section line, and shall be so noted on the boundary survey.
 - e. Identification of legal positive outfall, if applicable.
 - f. The boundaries of the one hundred (100)-year floodplain, including all sub-zones within the one hundred (100)-year floodplain and an identification of the minimum required first floor elevations for all parts of the proposed development site.
 - g. Drainage basin or watershed boundaries identifying locations of the routes of off-site waters onto, through, or around the project.
 - h. Available preliminary drainage information that is to be submitted to the South Florida Water Management District intended to serve as the basis for issuance of its permit under Chapter 62-330 F.A.C., if applicable.
 - i. An illustrative plan of the existing vegetative conditions on the project site, including an identification of what areas will be impacted by the proposed development activity and what areas are proposed for protection/preservation. All vegetative survey information shall be submitted on a sheet size twenty-four (24) inch by thirty-six (36) inch and shall be the same scale as the project site plan.
3. Proposed Development Activity and Design. All site detail sheets shall be submitted on a sheet size twenty-four (24) by thirty-six (36) inches and at a scale no smaller than one (1) inch equals fifty (50) feet, all dimensions in decimals, unless otherwise approved in writing by the Growth Management Director during the pre-application conference. For large projects, a smaller scale generalized plot plan may be submitted as a cover sheet to the detail sheets. Detail sheets shall include the following information:
 - a. The location of the property by lot number, block number, and street address, if any.

- b. The boundary lines of the property, the dimensions of the property, existing subdivision easements, roadways, rail lines, and public rights-of-way.
- c. The location and dimensions, including height, of all buildings and structures. This shall include types of uses, density per type of structure and the type of construction as indicated in Table 600 of the Standard Building Code, 1994 ed.
- d. The identification of the maximum buildable area of each lot or parcel within the proposed development, based upon the minimum building setbacks of the particular zoning district in which the development is located.
- e. The location and dimension of parking and loading areas.

Fire Lanes shall be required for all buildings that are set back more than one hundred and fifty (150) feet from any roadway (public or private) or any structure more than thirty feet (30) in height, which is setback fifty feet (50) or more feet from any roadway. Variations to this requirement may only be approved by the St. Lucie County - Fort Pierce Fire Bureau of Fire Prevention.

All fire lanes shall be a minimum of twenty (20) feet in width and shall be located a minimum of ten (10) feet from any exterior building wall.

All fire lanes shall be appropriately marked and shall be posted as no parking areas.

Dead end fire lanes exceeding three hundred (300) feet or more shall be provided with a cul-de-sac, to the requirements of the St. Lucie County-Ft. Pierce Fire Prevention Bureau.

- f. The location of water disposal and water supply facilities. The site plan shall indicate the size and location of all water distribution lines, (existing and proposed) and shall identify the location of all fire hydrants (existing and proposed) on the proposed development site and within one thousand (1000) feet of the proposed development site.
- g. The locations of existing (site plans and subdivisions) and proposed (subdivision only) easements for utility systems, including sewage facilities and water supply facilities, electric, gas, and telephone lines.
- h. The location of all drainage retention areas and major drainage improvements.
- i. The location and configuration of all public and private roadways for a distance of one hundred fifty (150) feet from all project access points.
- j. The location of the existing and proposed circulation system of arterial and collector streets and any other transportation improvements.
- k. The location and size of all areas to be conveyed, dedicated or reserved as common open space, parks, recreational areas, school sites, rights of way and other public uses.
- l. The pedestrian circulation system, including its interrelationship with the vehicular circulation system.
- m. Proposed landscaping, including the types, location, and quantity of all plants or materials, and the location of fences or screen plantings.
- n. The location, size, and arrangement of all existing or proposed signs or lighting.
- o. Boundaries depicting construction phases, if applicable.
- p. The approximate location and dimension of all proposed lots and all yard requirements, if applicable.
- q. The location and dimension all paved areas within one hundred (100) feet of the outside property boundaries.
- r. The location, dimension and type of construction of all buildings or structures within one hundred (100) feet of the outside property boundaries.
- s. A transportation impact report in accordance with the requirements of Section 11.02.09(A)(4), if applicable.

- t. An environmental impact report in accordance with the requirements of Section 11.02.09(A)(5), if applicable.
- u. A location map, which shall delineate the project boundaries on the St. Lucie County Tax Assessment Maps.
- v. A driveway location which shall show the location of all driveways, public streets and private drives within six hundred and sixty (660) feet of the development, along any private or public street that will serve the project.
- w. Any other information deemed necessary by the Growth Management Director for the reasonable review of the proposed development.

4. Transportation Impact Report:

a. Applicability:

1. Whenever submission of a site plan is required, a transportation impact study shall be provided for any proposed residential development exceeding forty-nine (49) dwelling units, or any proposed development on North or South Hutchinson Island, or any other development equal to or in excess of the thresholds identified below.

IMPACT REPORT TRANSPORTATION IMPACT REPORT

TYPE OF USE	THRESHOLD
INDUSTRIAL	
Manufacturing	87,000 sf ft
Warehousing	69,000 sq ft
Mini-Warehousing	119,000 sq ft
RESTAURANTS	
All types	6,000 sq ft
HOTEL/MOTEL	
Hotel/Motel Resort w/ancillary facilities	33 rooms
Hotel/Motel Resort w/o ancillary facilities	59 rooms
RETAIL	6,000 sq ft
SCHOOLS	
Elementary/Middle	328 students
High School	241 students
Community College	215 students
University	139 students
RECREATION FACILITIES	
Marina	100 slips
Golf Course	49 acres
Tennis/Racquet Sports	29,000 sq ft
PORT TERMINALS	
Waterport	28 acres
Airport (Commercial)	28 flights/day
Airport (General Aviation)	109 flights/day
OFFICE & FINANCIAL	

General Office	19,000 sq ft
Financial Institutions	1,600 sq ft

MEDICAL

Medical Office	6,000 sq ft
Hospital/Clinics	17,000 sq ft
Nursing Home	129 beds

2. For any use not specifically mentioned above, the threshold shall be the same as that for the use that is most similar to the unmentioned use. Such determination shall be made by the Growth Management Director.
 3. The Board of County Commissioners shall authorize total or partial relief from the requirement of a transportation impact study if it finds, after receiving the recommendation of the Development Review Committee and based on conditions peculiar to the proposed development, that the information foregone by such relief is not needed to determine the roadway, traffic control, and access improvements that should be undertaken to accommodate the additional traffic generated by the proposed development.
- b. Study Area. The base transportation impact study area shall include all major roadways (collectors, minor arterials, and major arterials) within two (2) miles of the site. The study area shall be expanded to include at least the intersection(s) of the major access roadway(s) with the first major or minor arterial roadway in each travel direction from the development if traffic generated by the proposed development would potentially affect levels of service at the intersection. On North and South Hutchinson Island, the study area shall be expanded to include island to mainland bridges in each travel direction from the development. The study area shall be verified with the Development Review Committee before the preparation of the transportation impact report. The Development Review Committee shall require extension of the study area to incorporate collector and arterial roadways and intersections outside the two (2) mile base area if traffic generated by the proposed development potentially would affect levels of service of such roadways and intersections and existing or projected levels of service if such roadways are Level of Service C or below.
- c. Contents. The transportation impact report shall contain the following for the specified impact study area:
1. A detailed description of the collector and arterial road network, including existing and programmed roadway lanes and lane width right-of-way widths; existing and programmed traffic signal locations and signal phasing; existing and planned ingress and egress locations for development mutually served by major roadway facilities with the proposed development (including all access locations adjacent to and within six hundred (600) feet of the proposed development property lines); and existing and programmed public transportation services and facilities.
 2. A description of development, including phasing and anticipated completion dates.
 3. A detailed description of the existing traffic conditions, including the peak season average daily traffic and the highest average peak season peak hour volume for all collector and arterial roads within the study area. The peak season daily traffic shall be based on forty-eight (48) hour traffic counts conducted between Tuesday and Thursday, except holidays, during January, February, or March. If data collection cannot be accomplished during this period, the counts will be adjusted based upon the most recent St. Lucie Metropolitan Planning Organization count data for roadways within or adjacent to the study area. If St. Lucie Metropolitan Planning Organization traffic counts are not available to reflect the seasonal variations, then an average area-wide seasonal adjustment factor will be applied. This factor shall be approved by the Development Review Committee. The methodology and assumptions for the seasonal adjustment must be clearly stated. The highest volume hour or peak hour will

be defined from the hourly traffic count(s) conducted over one (1) or more forty-eight (48) hour period(s) as described above. Peak period intersection turning movement counts will be conducted for at least one (1) hour at all intersections of collector and arterial roadways within the study area. Peak hour counts will be adjusted to reflect peak season conditions if the counts are not obtained between January and March. Methodology for these adjustments will be approved by the Development Review Committee.

4. Capacity analyses will be conducted at the intersections of all major roadways in the impact area that are signalized or that warrant signalization. These analyses will be performed in accordance with the 1985 Highway Capacity Manual as amended or superseded.
5. Based on the capacity analyses described in sub-subparagraph (4) above, a summary of existing levels of service on the impact area network will be provided.
6. A detailed analysis of traffic impact of the proposed development, including the following components:
 - a. Trip Generation - indicate daily and peak hour trip generation data. Peak hour trip generation data should reflect the impact anticipated due the existing street peak hour. The analysis will show in tabular form the land use components, the trip generation rates, and the total trips generated by land use type.
 - b. Indicate the internal/external split and pass-by trips for daily and peak hour travel. The analysis should indicate the basis for capturing internal and external trips.
 - c. Trip distribution - indicate the basis for determining trip distribution for the proposed development and the resultant trip distribution by cardinal direction (north, south, east, and west).
 - d. Identify the trip assignment (daily and peak hour) within the study area. Daily volumes should be noted along roadway links. Peak hour volumes should be reflected in turning movements at development entrances and major roadway intersections.

Daily and peak hour trip generation, as well as inbound/outbound direction split shall be based on the report entitled "Trip Generation (5th edition)" by the Institute of Transportation Engineers published in 1991, or its successors, except when special trip generation research conducted by a registered engineer practicing in the area of transportation engineering demonstrates alternative data to be more appropriate. Trip generation assumptions will be approved by the Development Review Committee prior to conducting the traffic impact analysis.

7. A detailed cumulative transportation impact analysis. This analysis will include existing traffic, traffic growth due to other approved development, and the impact of the proposed development. This analysis must identify projected average peak season daily traffic and peak hour volumes for all collector and arterial roadways and intersections and must identify the development impact separately from the cumulative traffic volume. For the purposes of these analyses, background traffic will be identified as existing plus other approved development traffic. Other development traffic will be identified by using actual traffic analyses for approved projects and historical growth trends on the subject roadways as appropriate. The methodology to be employed in assessing background traffic will be approved by the Development Review Committee prior to conducting the traffic analysis.

Capacity analyses will be conducted using the criteria as described in subparagraph (4) above for cumulative traffic to identify levels of service resulting from the cumulative traffic demands, including the proposed development. When the combination of background traffic and the impact from the subject development will reduce the Level of Service below acceptable LOS standards as adopted by St. Lucie County, analyses will be conducted to identify those improvements required to maintain acceptable Level of Service standards. These improvements will be identified clearly.

- d. Traffic Study and Traffic Data Inventory and File. The Growth Management Director shall keep a file of all traffic studies, including the capacity allocated for each approved project. In determining the projected demand in Section 11.02.09(A)(4)(c)(7) above, the impact analysis shall include trips already allocated in previous development approvals. The Director shall provide information when appropriate data already exists and is available in order to prevent duplication.

5. Environmental Impact Report:

a. Applicability:

1. Whenever a submission of a site plan is required, an environmental impact report shall be provided if the proposed development meets any of the following:
 - a. The property is ten (10) acres or over;
 - b. The property, regardless of size, contains any wetland, or;
 - c. The property is identified on the "Inventory of Native Ecosystems for St. Lucie County," or;
 - d. The proposed development is located in whole or part within the One Hundred (100) Year Flood Plain, or;
 - e. The property is located anywhere on North or South Hutchinson Island.
2. The Environmental Resources Director may authorize total or partial relief from the requirement of an Environmental Impact Report (EIR). Documentation shall be provided by the applicant requesting relief from the EIR. The applicant shall demonstrate that based on conditions unique to the proposed development all of the information foregone by such relief is not needed to determine environmental impact of the proposed development.

b. Contents. The environmental impact report shall contain the following information:

1. A vegetation and substrate survey including:
 - a. Extent and acreage of any areas in which vegetation typical of the primary dune extends landward of the Coastal Construction Control Line.
 - b. Extent and acreage of all marsh and mangrove forest areas, including substrate conditions.
 - c. Extent and acreage of all upland hammock forests.
 - d. Extent and acreage of wetlands.
2. The required first floor elevation, and whether all floor elevations will be above this level.
3. The identification of any area that has experienced overwash of the primary dune.
4. The identification of any area subject to breach during storm conditions.
5. An assessment of the impacts upon onsite vegetation and wildlife, and onsite and off-site natural resources; a description of the planned approach that will be used to minimize these impacts; a description of the proposed alterations or disturbances to any of the areas identified in response to Sections 11.02.09(A)(5)(b)(1)(c) and (d) above; and the mitigation that will be provided.
6. In addition to the requirements of Section 11.02.09(5)(b) above, the following information shall be required for development within the unincorporated areas of Hutchinson Island in St. Lucie County.
 - a. A vegetation and landscape plan and written assessment which demonstrates consistency with the appropriate policies set out in this Code for all areas of the subject parcel of land, including a description of the techniques to protect the existing onsite native vegetation. Recommendations should be obtained from the St. Lucie County Soil and Water Conservation District or the St. Lucie County Urban Forester.

- b. A soil and water conservation plan and written assessment which outlines a system of best management practices to control soil erosion, reduce sediment loss, and protect the water quality on the subject parcel of land during all phases of development. These best management practices shall consider the impacts of onsite development activity on adjacent parcels of land, so as to avoid soil erosion, sediment loss, and degraded water quality on the adjacent parcels of land. Recommendations should be obtained from the St. Lucie County Soil and Water Conservation District.
- c. A plant and animal survey for onsite federal and state protected species as defined in Chapter II. A compiled list of these plants and animals shall be maintained by the Growth Management Director. Locations of all identified species shall be depicted on a map.
- d. A surface water management plan and written assessment which demonstrates consistency with the appropriate policies set out in this Code, including a description of the techniques to be used to prevent both the potential degradation of surface water resources and an increase in flood hazard damage.
- e. A shoreline stabilization plan and assessment which demonstrates consistency with the appropriate policies set out in this Code, including beach or dune restoration and maintenance or Indian River Lagoon shoreline stabilization to reduce or control erosion.

HISTORY NOTE:

(Ord. No. 12-003, Pt. J, 5-15-2012; Ord. No. 14-021, A, 9-16-2014)



St. Lucie County, Florida Land Development Code Sec. 11.02.10

LAND DEVELOPMENT CODE County of ST. LUCIE, FLORIDA Codified through Ordinance No. 17-005, adopted May 16, 2017. (Supp. No. 15)

Florida Municipal Codes > Florida > St. Lucie County Land Development Code > CHAPTER XI - ADMINISTRATION AND ENFORCEMENT > 11.02.00. PROCEDURE FOR REVIEW OF SITE PLANS

§ Sec. 11.02.10 Submittals for Planned Development Site Plans.

A. *Preliminary Site Plan Requirements.* A Preliminary Site Plan shall include the following information:

1. General Information:

- a. The applicant's name and address.
- b. The applicant's interest in the subject property.
- c. The owner's name and address, if different from the applicant, and the owner's signed consent to the filing of the application.
- d. The street address and a legal description of the property proposed to be reclassified as a Planned Development.
- e. The present zoning classification and existing uses of the subject property proposed to be reclassified.
- f. A statement of planning objectives to be achieved by the proposed Planned Development through the particular approach proposed by the applicant. This statement should include a description of the character of the proposed development and the rationale behind the assumptions and choices made by the applicant.
- g. A statement of the total number and type of dwelling units to be constructed; parcel size; approximate lot coverage of buildings and structures; approximate gross and net area of all non-residential facilities, and an explanation of their use; residential densities; and approximate gross and net amounts of open space.
- h. Information on land areas adjacent to the proposed Planned Development and an indication of the relationships between the proposed development and existing and proposed adjacent areas, including land uses, zoning classifications, densities, automobile and pedestrian circulation systems, public facilities, and unique natural features of the land.
- i. A statement describing how the Planned Development is consistent with the St. Lucie County Comprehensive Plan.
- j. A development schedule indicating the approximate date construction of the Planned Development or stages of the Planned Development can be expected to begin and be completed.
- k. A statement of the applicant's intentions with regard to the future selling or leasing of all or portions of the Planned Development, such as land areas, dwelling units, and commercial facilities.

2. Existing Conditions:

- a. An aerial photograph of the property on which the development activity is to take place. The aerial used to satisfy this requirement may be obtained from the St. Lucie County Property Appraiser.
- b. Detailed location sketch with section, township and range.
- c. A topographic survey of the entire project site, prepared in accordance with the current standards of Chapter 61G17-6 FAC, which shall include, at a minimum: the project boundaries, a north arrow, a scale indicator, bench mark information (NGVD) and;
 1. One (1) foot contours shall be shown and shall extend at least 50 feet around the project site, except that the Growth Management Director may authorize partial relief from this standard when the following conditions exist:
 - a. Existing grade conditions, throughout the site are such that one foot contours would not be discernable. In these instances, contours at two (2) foot intervals may be provided; and/or,
 - b. Existing grade conditions, over the entire site, vary less than two feet above base elevation.
 2. A sufficient number of spot elevations shall be shown to support the contour information and to accurately reflect the site topography.

All topographic surveys shall be submitted on a sheet size twenty-four (24) inch by thirty-six (36) inch and shall be the same scale as the project site plan.

All topographic surveys shall have been prepared within the 24 months prior to the application for site plan being filed and shall reflect current property conditions.
- d. A boundary survey and legal description prepared in accordance with the current standards of Chapter 61G17-6 FAC. All boundary surveys shall be submitted on a sheet size twenty-four (24) inch by thirty-six (36) inch and shall be the same scale as the project site plan. All boundary surveys shall have been prepared within the 12 months prior to the application for site plan being filed and shall contain at a minimum the following information, as applicable:
 1. location of the Coastal Construction Control Line, along with all necessary recording data,
 2. The location of the mean highwater, or safe upland line, along with a description of how these lines were determined,
 3. The location of all submerged lands,
 4. The limits and elevations of any jurisdictional wetlands, which shall contain bearing and distance information used in determining the extent of these areas, along with the identification of the agency or agencies claiming jurisdiction.
 5. The location of all existing improvements.
 6. Acreage certifications of all lands lying above mean high water or the safe upland line; and,
 7. All boundary surveys are to be tied to a monumented section line or the nearest 1/4 section line, and shall be so noted on the boundary survey.
- e. Identification of legal positive outfall, if applicable.
- f. The boundaries of the one hundred (100)-year floodplain, including all sub-zones within the one hundred (100)-year floodplain and an identification of the minimum required first floor elevations for all parts of the proposed development site. This information should be depicted on the projects boundary surveys
- g. Drainage basin or watershed boundaries identifying locations of the routes of off-site waters onto, through, or around the project.
- h. Available preliminary drainage information that is to be submitted to the South Florida Water Management District intended to serve as the basis for issuance of its permit under Chapter 62-330 F.A.C., if applicable.

- i. An illustrative plan of the existing vegetative conditions on the project site, including an identification of what areas will be impacted by the proposed development activity and what areas are proposed for protection/preservation. All vegetative survey information shall be submitted on a sheet size twenty-four (24) inch by thirty-six (36) inch and shall be the same scale as the project site plan.
3. Proposed Development Activity and Design. All site detail sheets shall be submitted on a sheet size twenty-four (24) inch by thirty-six (36) inch and at a scale no smaller than one (1) inch equals fifty (50) feet, all dimensions in decimals, unless otherwise approved in writing by the Growth Management Director during the pre-application conference. For large projects, a smaller scale generalized plot plan may be submitted as a cover sheet to the detail sheets. Detail sheets shall include the following information:
 - a. The location of the property by lot number, block number, and street address, if any.
 - b. The boundary lines of the property, the dimensions of the property, existing subdivision easements, roadways, rail lines, and public rights-of-way.
 - c. The approximate location of all buildings, structures or concentration of uses. This shall include types of uses, and density per type of structure.
 - d. The approximate location and dimension of parking and loading areas.
 - e. The location of all primary on-site wastewater disposal and water supply facilities.
 - f. The locations of existing easements for utility systems, including sewage facilities and water supply facilities, electric, gas, and telephone lines.
 - g. The approximate location of all drainage retention areas and major drainage improvements.
 - h. The location and configuration of all public and private roadways for a distance of one hundred fifty (150) feet from all project access points.
 - i. The approximate location of the existing and proposed circulation system of arterial and collector streets and any other transportation improvements.
 - j. The approximate location and size of all areas to be conveyed, dedicated or reserved as common open space, parks, recreational areas, school sites, rights of way and other public uses.
 - k. The pedestrian circulation system, including its interrelationship with the vehicular circulation system.
 - l. Proposed landscaping, including the types, location, of all plants or materials, and the location of fences or screen plantings.
 - m. The approximate location, size, and arrangement of all existing or proposed signs or lighting.
 - n. Boundaries depicting construction phases, if applicable.
 - o. The approximate location and dimension of all proposed lots and all yard requirements, if applicable.
 - p. The location and dimension all paved areas within fifty (50) feet of the outside property boundaries.
 - q. A transportation impact report in accordance with the requirements of Section 11.02.09(A)(4), if applicable.
 - r. An environmental impact report in accordance with the requirements of Section 11.02.09(A)(5), if applicable.
 - s. A location map, which shall delineate the project boundaries on the St. Lucie County Tax Assessment Maps.
 - t. A driveway location map which shall show the location of all driveways, public streets and private drives within six hundred and sixty (660) feet of the development, along any private or public street that will serve the project.

- u. Any other information deemed necessary by the Growth Management Director for the reasonable review of the proposed development.

B. Final Site Plan for Planned Developments. A Final Site Plan for a Planned Development shall include:

1. The date on which the Preliminary Site Plan was approved.
2. A statement describing any changes which have been made in any documents, plans, data, or information previously submitted.
3. A tabular display of the following information with respect to the area included in the Final Site Plan, if relevant:
 - a. Total number of dwelling units proposed by type of structure and number of bedrooms.
 - b. Total number of non-residential structures and gross floor area.
 - c. Total land area to be devoted to residential uses, commercial uses, public and private open space, and off-street parking and loading, expressed in acres and as a percent of the total development area.
 - d. Proposed number of off-street parking and loading spaces for each proposed type of land use.
4. Final Development Activity and Design. Detail sheets which shall be submitted on a sheet size twenty-four (24) by thirty-six (36) inches and at a scale no smaller than one (1) inch equals fifty (50) feet, all dimensions in decimals. For large projects, a smaller scale generalized plot plan may be submitted as a cover sheet to the detail sheets. Detail sheets shall include the following information:
 - a. The location of the property by lot number, block number, and street address, if any.
 - b. The boundary lines of the property, the dimensions of the property, existing subdivision easements, roadways, rail lines, and public rights-of-way.
 - c. The location and dimensions, including height, of all buildings and structures, except single family detached. This shall include types of uses, density per type of structure and the type of construction as indicated in Table 600 of the Standard Building Code, 1994 ed.
 - d. The identification of the maximum buildable area of each lot or parcel within the proposed development, based upon the minimum building setbacks as identified in the Preliminary Planned Unit Development submittals.
 - e. The location and dimension of all parking and loading areas.

Fire Lanes shall be required for all buildings that are set back more than one hundred and fifty (150) feet from any roadway (public or private) or any structure more than thirty (30) feet in height, which is setback fifty (50) feet or more feet from any roadway. Variations to this requirement may only be approved by the St. Lucie County - Fort Pierce Fire Bureau of Fire Prevention.

All fire lanes shall be a minimum of twenty (20) feet in width and shall be located a minimum of ten (10) feet from any exterior building wall.

All fire lanes shall be appropriately marked and shall be posted as no parking areas.

Dead end fire lanes exceeding three hundred (300) feet or more shall be provided with a cul-de-sac, to the requirements of the St. Lucie County-Ft. Pierce Fire Prevention Bureau.
 - f. The location of water disposal and water supply facilities. The site plan shall indicate the size and location of all water distribution lines, (existing and proposed) and shall identify the location of all fire hydrants (existing and proposed) on the proposed development site and within one thousand (1000) feet of the proposed development site.
 - g. The locations of existing (site plans and subdivisions) and proposed (subdivision only) easements for utility systems, including sewage facilities and water supply facilities, electric, gas, and telephone lines.

- h. The location of all drainage retention areas and major drainage improvements.
 - i. The location and configuration of all public and private roadways for a distance of one hundred fifty (150) feet from all project access points.
 - j. The location of the existing and proposed circulation system of arterial and collector streets and any other transportation improvements associated with the Planned Development Site Plan.
 - k. The location and size of all areas to be conveyed, dedicated or reserved as common open space, parks, recreational areas, school sites, rights of way and other public uses.
 - l. The pedestrian circulation system, including its interrelationship with the vehicular circulation system.
 - m. The location, size, and arrangement of all existing or proposed signs or lighting.
 - n. Boundaries depicting construction phases, if applicable.
 - o. The location and dimension all paved areas within one hundred (100) feet of the outside property boundaries.
 - p. The location, dimension and type of construction of all buildings or structures within one hundred (100) feet of the outside property boundaries.
- 5. A detailed landscaping plan showing the location, size and type of vegetation for all common use areas, entry and perimeter treatment areas. Representative landscape plans shall be required for all structural uses within the Planned Development. All final landscape plans are to be prepared, signed and sealed by a registered Florida Landscape Architect.
 - 6. Conceptual design drawings of all multi-family and nonresidential buildings to be erected within the development (except for minor accessory and service facilities). For those development projects erecting detached single family dwellings, submission of conceptual floor plans will not be required, but in their place shall be the required submission of the overall project design standards that will be used to guide the appearance of the planned development.
 - 7. Conceptual utility and drainage plans, signed and sealed by a registered engineer.
 - 8. Preliminary record plat submissions in accordance with the provisions of Section 11.03.02, of this Code, including copies of all internal homeowners or property owners association documentation describing the responsibilities/liabilities of the property purchasers.
 - 9. The final development construction schedule.
 - 10. Any other information required under the Preliminary Planned Development Site Plan approval.

HISTORY NOTE:

(Ord. No. 14-021, A, 9-16-2014)



St. Lucie County, Florida Land Development Code Sec. 12.09.01

LAND DEVELOPMENT CODE County of ST. LUCIE, FLORIDA Codified through Ordinance No. 17-005, adopted May 16, 2017. (Supp. No. 15)

**Florida Municipal Codes > Florida > St. Lucie County Land Development Code > CHAPTER XII
- DECISION MAKING AND ADMINISTRATIVE BODIES > 12.09.00. DEVELOPMENT REVIEW
COMMITTEE**

§ Sec. 12.09.01 Duties and Responsibilities.

The Development Review Committee shall be responsible for the review of all site plan and development review applications in accordance with Section 11.00.00 of the Code.

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St. Lucie County, Florida Land Development Code Sec. 12.09.02

LAND DEVELOPMENT CODE County of ST. LUCIE, FLORIDA Codified through Ordinance No. 17-005, adopted May 16, 2017. (Supp. No. 15)

Florida Municipal Codes > Florida > St. Lucie County Land Development Code > CHAPTER XII - DECISION MAKING AND ADMINISTRATIVE BODIES > 12.09.00. DEVELOPMENT REVIEW COMMITTEE

§ Sec. 12.09.02 Membership.

The Review Committee shall include representatives for the County Administrator, the Growth Management Director, the County Engineer, the County Utilities Director, and the St. Lucie County - Ft. Pierce Fire Marshal's Office, and other such offices and agencies as deemed necessary by the Growth Management Director.

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EXHIBIT 7

Approved Minutes

TRC MEETING
Thursday, September 17, 2015, 2:00 PM
2300 Virginia Ave, Fort Pierce, FL 34982
Planning & Development Services Department
Conference Room One

CALL TO ORDER

Senior Planner, Jeffrey Johnson called the meeting to order at 2:04 PM

DRC MEMBERS PRESENT

Jeffrey Johnson.....Senior Planner
Britton Wilson.....Senior Planner
Diana Waite.....Senior Planner
Bethany Grubbs.....Recording Secretary
Jennifer Evans.....Senior Planner, ERD
Ron Harris.....County Surveyor
Edmund Bas.....Public Works
Janet Licausi.....Property Acquisition
Lori Bender.....GIS
John Wiatrak.....Manager, Airport

INTERGOVERNMENTAL AGENCIES

Lt. Richard Williams.....Fire District

OTHERS IN ATTENDANCE (Applicant / Agent)

A. Public Comment

None

B. Review and approval of Minutes

Britton Wilson motioned to approve the minutes from the September 3, 2015 TRC Meeting. Ron Harris 2nd the motion. The motion passed unanimously.

C. Pre-Applications

None

D. Regular Meeting

1. Robinson Air Crane – West Hangar MNSP 920154923 (JJ) - DRC

This project is assigned to Jeffrey Johnson. Meeting was not held due to applicant no show.

2. Aerex Industries SPMj 920154922 (BW)

This project is assigned to Britton Wilson. Comments were provided by Diana Waite, Ron Harris, Britton Wilson, Lt. Richard Williams, Jeffrey Johnson and Edmund Bas.

3. Islamorada Brewing Company CU 820154918 & TLDC 820154915 (BW)

This project is assigned to Britton Wilson. Comments were provided by Britton Wilson, Jeffrey Johnson, Janet Licausi, Lt. Richard Williams, Ron Harris and Diana Waite.

4. Morningside / Palm Breezes Club SPMn 820154915 (JJ)

This project is assigned to Jeffrey Johnson. Comments were provided by Jeffrey Johnson, Britton Wilson, Ron Harris, Diana Waite, Edmund Bas, Janet Licausi and Lt. Richard Williams.

5. Woodward MNSP 820154913 (DW)

This project is assigned to Diana Waite. Comments were provided by Jeffrey Johnson, Ron Harris and Diana Waite.

ANNOUNCEMENTS

None

Next meeting date: Thursday, September 24, 2015

The meeting adjourned at 2:43 PM.

EXHIBIT 8

County Attorney Letter

**BOARD OF
COUNTY
COMMISSIONERS**



**COUNTY
ATTORNEY**

Daniel S. McIntyre

Heather Young
Katherine Davis Barbieri

ASSISTANT COUNTY ATTORNEY
ASSISTANT COUNTY ATTORNEY

October 20, 2017

Alexzander D. Gonano, Esquire
Gonano & Harrell
1600 South Federal Highway, Suite 200
Fort Pierce, FL 34950-5178

Dear Mr. Gonano:

Re: Treasure Coast International Airport - Robinson Air Crane, L.L.C.

This letter is intended to respond to your letter of October 16, 2017 regarding your client, Robinson Air Crane, L.L.C., and its desire to develop a new hangar site at the Treasure Coast International Airport. Please be advised that the County remains open to further discussions with your client concerning his interest in the Airport. County records indicate that Robinson Air Crane last submitted a site plan for review to the County on September 3, 2015. The Development Review Committee reviewed the site plan on September 17, 2016. The DRC determined the site plan did not meet the requirements for a Minor Site Plan as set forth in Section 11.02.03 of the Land Development Code. The DRC issued its Final Report with a deadline for resubmittal of January 20, 2016. Although County staff has held several meetings with Mr. Robinson and/or his representatives since the Final Report was issued, the County has not received a revised site plan or written response to the Final to date. A copy of the Final Report is enclosed for your reference.

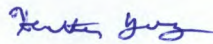
At the May 1, 2017 meeting with you and Mr. Robinson's business associate, he presented the concept of erecting a fabric hangar in lieu of a more conventional metal structure. The possibility of an alternative project on the southwest side of the Airport was also discussed. To date, there has been no follow up on either concept. As with any project at the Airport or elsewhere in the County, it will be necessary to meet the requirements of the Land Development Code. Accordingly, further, more detailed information on either project is needed to better evaluate its viability.

Projects at the Airport must also comply with the approved plans for the Airport. The proposed leasehold site is not presently included on the Airport Layout Plan approved by the Federal Aviation Administration. In order to amend the Airport Layout Plan to provide for a hangar to be developed at this location, the County must complete an Environmental Assessment as part of its submittal to the FAA for

the amendment. In addition, the issue of drainage on the site remains open. As you and Mr. Robinson are aware, the County is conducting a drainage study which will include an analysis of this site as part of the overall review of drainage on the Airport. The results of this study may well impact the future use of the site as well.

In light of the above, the County has reviewed the draft Complaint and adamantly disagrees with both the characterization of the facts and the allegations set forth therein. Please be advised, however, that the County remains willing to work with anyone presenting a viable project at the Airport which meets both County and FAA development requirements.

Sincerely,

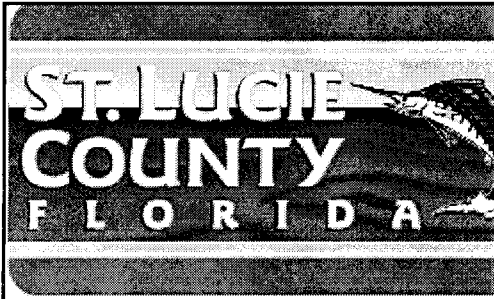
A handwritten signature in blue ink, appearing to read "Heather Young".

Heather Young
Assistant County Attorney

Enclosure

HY/

Copies to: Deputy County Administrator
Planning and Development Services Director
Port Director
Airport Manager



**ST. LUCIE COUNTY, FLORIDA
PDS DEPARTMENT**

**DEVELOPMENT REVIEW
COMMITTEE (DRC)
FINAL REPORT**

**ROBINSON AIR CRANE – WEST HANGER
MINOR SITE PLAN**

Applicant/Owner:	James Robinson
Agent for the Applicant:	John Foster
County Project Coordinator:	Jeff Johnson, Senior Planner
Interim Planning Manager:	Linda Pendarvis
County Project Number:	MNSP 920154923
Application Type(s):	Minor Site Plan
Date Application Originally Submitted:	September 3, 2015
Staff Review Comment Due Date:	September 11, 2015
TRC Meeting Date:	September 10, 2015
DRC Meeting Date:	September 17, 2015
Deadline to Re-Submit:	January 20, 2016
DRC Certification Meeting Date:	TBD
Planning & Zoning Commission Meeting Date:	N/A
Board of County Commissioners Meeting Date:	N/A

**RECOMMENDATION
OF THE
DEVELOPMENT REVIEW COMMITTEE**

Pursuant to St. Lucie County Land Development Code (LDC), the Development Review Committee (DRC) has reviewed the subject application and has determined that it does not comply with the requirements in LDC, Section 11.02.03 (Standards of Review for Minor Site Plan Review) and all other requirements of this Code for this proposed project. The DRC has determined that in order for the application to be certified and move forward to the next step in the development review process the certification issues included herein shall be resolved, and any comments or recommendations shall be addressed by the applicant.

It is recommended that you contact the governmental agency identified in the heading above each section of comments prior to the DRC meeting. The DRC will certify your applications only upon resolution of all certification issues, acceptance of the recommended conditions of approval and compliance with the all LDC requirements.

The comments in this report are on based on the application materials received and date stamped by the Planning and Development Services Department on September 3, 2015. Your application will be reviewed by the DRC Committee at 2:00 p.m. or as soon thereafter on Thursday, September 17, 2015 in the Planning and Development Services Department. Both

Petition: Robinson Air Crane – West Hanger
 Minor Site Plan
 FINAL REPORT

the applicant and representatives (agents) are requested to attend the scheduled DRC meeting. Plan revisions are due by 12:00 noon on January 20, 2016.

If you intend to respond to this report, submit either:

- 1) Ten (10) hard copies and two (2) CD's (computer disks) which include text documents in Word (.doc) format and graphic exhibits in .pdf format; or,
- 2) A letter of intent to respond to these comments. Your response is required within 30 working days of the date of this letter in accordance with the provisions of Section 11.06.00 of the LDC. No further review can take place until the comments are resolved.

If you choose not to resubmit documentation addressing these comments within 120 days of the date of this report, your applications will be considered withdrawn along with the forfeiture of all fees paid to date.

A. Project Description/Analysis and Standards for Review

The applicant, Robinson Air Crane is requesting Minor Site Plan approval for an approximately 11,950 s.f. aircraft hangar to be located on vacant County owned property at the Treasure Coast International Airport. The subject leased area is approximately 1 acre in size and is zoned U, Utilities which is consistent with the T/U, Transportation/Utilities future land use. St. Lucie County Utilities provides potable water and sewer service to the site.

In order for staff to support this request, the following comments need to be satisfactorily addressed in this report.

B. Compliance Assessment

The specific findings and conclusions of each review agency related to this request are identified in Sections E through U of this report. The current review status for each agency is as follows:

Section	Department/Division	Reviewer	Phone	Date of Review	Certification
E	Planning Division	Jeffrey Johnson	462-1590	9/11/2015	No
F	Design Review	Jeffrey Johnson	462-1589	9/11/2015	Yes
G	Mosquito Control	John Tucker	462-1269	9/8/2015	Yes
H	Airport Department	John Wiatrak	462-1727	9/11/2015	Yes
I	Health Department	David Koerner	873-4927	9/11/2015	Yes
J	Property Acquisitions	Janet LiCausi	462-1725	9/9/2015	Yes
K	Stormwater	Mike Halter	462-2719	9/8/2015	No
L	County Surveyor	Ron Harris	462-1721	9/9/2015	No
M	Parks and Recreation	Ed Matthews	462-1518	9/11/2015	Yes
N	Environmental	Jennifer McGee	462-3862	9/11/2015	No

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O	Sheriff	Richard Ziarkowski	462-3223	9/11/2015	Yes
P	Community Services	Corine Williams	340-0667	9/11/2015	Yes
Q	School Board	Marty Sanders	429-3640	9/11/2015	N/A
R	Traffic	Jeff Johnson	462-1580	9/10/2015	Yes
S	Engineering	Edmund Bas	462-2184	9/11/2015	No
T	Fire District	Richard Williams	621-3322	9/9/2015	No
U	SLC Utilities	Ray Murankus	462-5221	9/11/2015	Yes

C. Review Board/Committee Action

This petition requires a review and recommendation from the Development Review Committee (DRC). The Planning and Development Services Director shall take final action on this site plan.

D. Location and Site Information

South of 3040 Airman's Drive.

E. Determination of Compliance with Land Development Code and Comprehensive Plan Requirements – Planning and Zoning Divisions

Unresolved Issues

Site Plan

1. Please label the drawing "West Hanger Robinson Air Crane – Minor Site Plan".
2. Identify and label the existing 8 inch water main on the site plan and place a note next to indicating that the "existing water line to be removed"
3. Please provide a legal description of the lease area.
4. Remove Notes E and F. Replace with the following:
 Zoning: U, Utilities
 Future Land Use: T/U, Transportation/Utilities
 Overlay Zoning: Airport Zoning Overlay
5. Remove Note D pertaining to Maximum building area.
6. Under "Approximate Site Coverage" please make sure the lease area and building size are correct.
7. The site does not have an address assigned by the County. Please coordinate and contact Janet Merkt, Mapping Technician (772) 462-1265. The address of 3020 is not acceptable, please revise Note D.

Conditions of Approval

1. Prior to the issuance of a building permit, the existing 8 inch water main shall be re-located to interfere with the proposed structure. This work shall be coordinated with St. Lucie County Utilities, the St. Lucie County Fire District and the Airport Manager.

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2. Prior to the issuance of a building permit, please submit a copy of the executed lease agreement for the site to the Planning Division.

F. Determination of Compliance with Architectural Design Requirements – Planning Division

Unresolved Issues

None.

G. Determination of Compliance with Mosquito Control Requirements – Mosquito Control District

Unresolved Issues

None.

H. Determination of Compliance with Airport Requirements – Airport Department

Unresolved Issues

None.

I. Determination of Compliance with Health Requirements – Health Department

Unresolved Issues

None.

J. Determination of Compliance with Property Acquisition Requirements – Property Acquisition Division, Legal Department

Unresolved Issues

None.

K. Determination of Compliance with Stormwater Requirements – Water Quality Division, Public Works Department

Unresolved Issues

1. A St. Lucie County Stormwater Permit is required in accordance with Sections 7.07.00 and 11.05.07 of the S.L.C. Land Development Code prior to any construction or development activity on site.
2. A South Florida Water Management District Environmental Resource Permit or modification to permit if existing is required.

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3. Show the location of the legal positive outfall on the site plan in accordance with S.L.C. Land Development Code Section 11.02.10.
4. Delineate all floodplain and floodway boundaries and provide minimum finished floor elevations for the project on the site plan in accordance with S.L.C. Land Development Code Section 11.02.00.
5. Finished Floor Elevations must be eighteen the crown of inches above any adjacent roadway in accordance with S.L.C. Land Development Code Section 7.04.01.
6. Buildings lying within a designated Special Flood Hazard Area where the base flood elevation has not been determined shall be elevated above the greater of thirty six inches above the adjacent average natural grade or eighteen inches above the crown of any adjacent roadway in accordance with S.L.C. Land Development Code Section 7.04.01.
7. Show the location of any existing and proposed easements on the site plan in accordance with S.L.C. Land Development Code Section 11.02.00.
8. Show the location of all drainage retention areas and major drainage improvements on the site plan in accordance with S.L.C. Land Development Code Section 11.02.00.
9. Commercial or industrial zoned projects shall provide at least one-half inch of dry detention or retention pretreatment as part of the required retention/detention in accordance with S.L.C. Land Development Code, Section 7.07.07.C.
10. Show the location of any existing drainage swales, ditches, pipes or other structures to be filled or removed that may impact adjoining properties.

Additional Information

L. Determination of Compliance with County Survey Requirements – Engineering Division, Public Works Department

Unresolved Issues

1. The applicant is advised that the subject parcel lies within the urban service boundary.
2. It is noted that the specific purpose survey did not indicate the location of the adjoining lease lines for Parcels 5 and 6.
3. It is noted that the proposed lease lines will overlap into the current parcel lease areas. Adjustments to existing lease areas will probably be warranted.
4. The applicant is advised that the proposed retention area is located within a portion of Parcel 6 lease boundaries. Has permission been received from the adjoining lease holder?
5. The applicant is advised that all storm water piping located beneath vehicular use areas shall be RCP.
6. It is noted that the proposed development does not indicate a positive drainage outfall.

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7. The applicant is advised that the St. Lucie County Fire District has a separate site plan submittal process.
8. It is noted that the site plan indicates an off-set distance of 45' from the proposed aircraft hangar to the existing Hangar 8 West. The civil plans indicate 35'.

M. Determination of Compliance with Park and Recreational Requirements – Park and Recreation Department

Unresolved Issues

None.

N. Determination of Compliance with Environmental Requirements – Environmental Resource Department

Background

The Environmental Resources Department (ERD) received the September 3, 2015 Planning and Development Services' date-stamped submittal. The applicant requests approval of a minor site plan in order to construct an 11,950 square ft. aircraft storage hangar. The 0.9-acre parcel is located at 3020 Airmans Drive in Fort Pierce. The project area has been previously cleared and consists of grass with three native cabbage palms.

Unresolved Issues

- 1) The project site is located within the Florida Fish and Wildlife Service Scrub Jay consultation area. Although no habitat remains onsite, verification from FWS that no further surveys or consultation is required. For your convenience ERD staff has initiated consultation with Jeffrey Howe of FWS via email. Please feel free to follow up with Mr. Howe at Jeffrey_howe@fws.gov or 772-469-4283.
- 2) Please clarify if the existing cabbage palms will be impacted. If so please provide a mitigation plan.

Staff Recommendations

Though not required by code, ERD recommends the following:

- 1) Incorporate low impact development features, such as: landscaping dry detention areas with native vegetation, creating curb-cuts to direct stormwater into landscape islands, utilizing rain barrels/cisterns to collect water for irrigation, and preserving/planting native vegetation in lieu of sod; for more information regarding low impact development, please visit: http://www.lid-stormwater.net/lid_techniques.htm.

Conditions of Approval

Subject to resolution of the findings listed above, the following is a list of Conditions of Approval:

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- 1) Prior to issuance of a Vegetation Removal Permit or Exemption, the developers, their successor or assigns, shall conduct a pre-construction meeting with construction personnel and Environmental Resources Department staff, to verify vegetation protection measures have been installed.
- 2) The issuance of County development permit does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.
- 3) All other applicable state or federal permits must be obtained before commencement of the development.

O. Determination of Compliance with Life/Safety Requirements – Sheriff Department

Unresolved Issues

None.

P. Determination of Compliance with Community Service Requirements – Community Services Department

Unresolved Issues

None.

Q. Determination of Compliance with School Board Requirements – St. Lucie County School Board

Unresolved Issues

N/A

R. Determination of Compliance with Traffic Requirements – Engineering Department

Unresolved

None.

S. Determination of Compliance with Engineering Requirements – Engineering Division, Public Works Department

Unresolved Issues

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1. The applicant is advised to submit a geotechnical report for review.
2. The applicant is advised to provide details of the hangar foundation for review.
3. The applicant is advised to provide details of the access connection from the hangar to the taxiway.
4. On sheet S-1, please verify the spelling of the word "INTRIM".

T. Determination of Compliance with Fire Requirements – Fire Department

Unresolved Issues

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at www.slcfcd.org.
2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.
3. Access gates on both sides in rear elevation of hangar.

U. Determination of Compliance with Utilities Requirements – SLC Utilities

Unresolved Issues

None.

V. Fees

Fee Type	Fee Amount	Fee Payment	Balance Due
Application Fee	\$1,850.00	\$1,850.00	\$0.00
Advertising Fee	N/A	N/A	N/A

W. General Application Information

Applicant:	Robinson Air Crane James Robinson 14956 South River Drive Miami, FL 33167
Agent:	John Foster 11205 Ridge Avenue Fort Pierce, FL 34982

X. Attachments

None.

EXHIBIT 9

Airport Layout Plan



St. Lucie County International Airport Fort Pierce, FL

Designer:

Technician:

Checked by:

Project Number:

PL722014

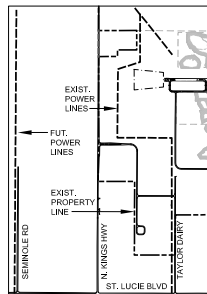
NOTES

- ALL ELEVATIONS SHOWN ARE ABOVE MEAN SEA LEVEL (AMSL).
- RUNWAY 10R-28L BRL INDICATES INNER LIMITS FOR A 30' HIGH BUILDING (53.8' MSL). RUNWAY 14-32 BRL INDICATES INNER LIMITS FOR A 35' HIGH BUILDING (55.8' MSL). RUNWAY 10L-28R BRL INDICATES INNER LIMITS FOR A 30' HIGH BUILDING (53.8' MSL).
- DRAWING IS BASED ON NAD83 HORIZONTAL DATUM AND NAVD83 VERTICAL DATUM.
- FUTURE BUILDING ELEVATIONS ARE ESTIMATED USING HIGHEST GROUND ELEVATION IN VICINITY.
- EXIST. = EXISTING
FUT. = FUTURE
- NO OBJECT FREE ZONE PENETRATIONS WERE IDENTIFIED.
- FUTURE TAXILANE D1 AND HANDICAPED WALK ONLY HAVE 34' AIRCRAFT OPERATING LIMIT AND THEREFORE IS DESIGNED TO B-8 STANDARDS.
- TAXILANE D FROM TAXILANE A TO NEW DEVELOPMENT DESIGNATED AS TAXILANE.
- PROPOSED RELOCATION OF 110 ACRE ARMY COE TREE MITIGATION AREA NORTH OF RUNWAY 10L-28R.

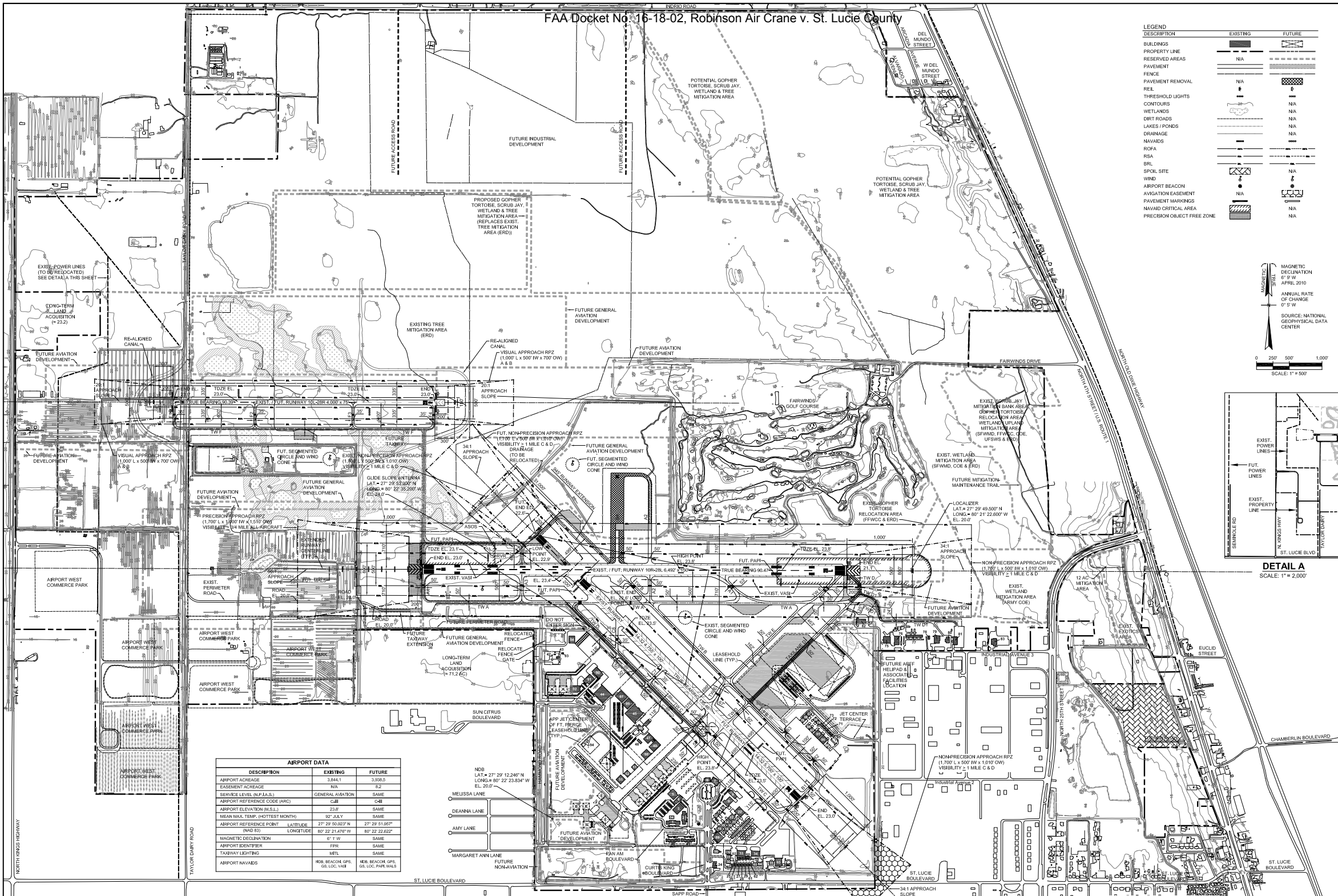
LEGEND	EXISTING	FUTURE
DESCRIPTION		
BUILDINGS		
PROPERTY LINE		
RESERVED AREAS		
PAVEMENT		
FENCE		
PAVEMENT REMOVAL		
REL		
THRESHOLD LIGHTS		
CONTOURS		
WETLANDS		
DIRT ROADS		
LAKES / PONDS		
DRAINAGE		
NAVAIDS		
ROFA		
RSA		
BRL		
SPOIL SITE		
WIND		
AIRPORT BEACON		
PAVEMENT MARKINGS		
NAVAID CRITICAL AREA		
PRECISION OBJECT FREE ZONE		

MAGNETIC DECLINATION
0° 10' W
ANNUAL RATE OF CHANGE
0° 1' W
SOURCE: NATIONAL GEOGRAPHIC DATA CENTER

SCALE: 1" = 500'



DETAIL A
SCALE: 1" = 2,000'



AIRPORT DATA		
DESCRIPTION	EXISTING	FUTURE
AIRPORT ACREAGE	3,844.1	3,959.5
EASEMENT ACREAGE	N/A	8.2
GENERAL AVIATION	CH	CH
AIRPORT ELEVATION (MSL)	23.8	SAME
MEAN MAX. TEMP. (HOTTEST MONTH)	92° JULY	SAME
AIRPORT REFERENCE POINT	LATITUDE 27° 29' 53.82" N LONGITUDE 80° 22' 21.40" W	27° 29' 51.26" N 80° 22' 22.62" W
MAGNETIC DECLINATION	0° 1' W	SAME
AIRPORT IDENTIFIER	FRF	SAME
TAXILANE LIGHTING	MTL	SAME
AIRPORT NAVAIDS	GS LOC VAS GS LOC VAS	GS LOC VAS GS LOC VAS

RUNWAY DATA TABLE										EXISTING BUILDING DATA TABLE										EXISTING BUILDING DATA TABLE										EXISTING BUILDING DATA TABLE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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