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CITY of DESTIN

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June 30, 2006

Order No. 06-12

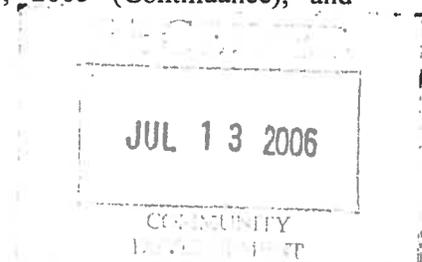
Final Development Order:

**“DESTIN JET”
A MAJOR DEVELOPMENT
(SP-04-21)**

Based upon the Settlement Agreement and Mutual Release made on May 18, 2006, this document will serve as your Final Development Order, to include all of the provisions of the attached Technical Review Committee Report, testimony, and with the following conditions as specified by the City Council and the Settlement Agreement and Mutual Release:

BACKGROUND / ISSUE:

- Applicant:** Mr. Jerry Sealy of the Okaloosa County Airport Authority and Connelly and Wicker, Inc., on behalf of The Okaloosa County Board of County Commissioners, is requesting approval of a Major Development identified as “Destin Jet” for a leaseholder (Destin Jet, LLC).
- Request:** The proposed project consists of a full service fixed base operation (FBO), which includes eleven hangars, offices, fuel depot, airplane tow area/tarmac, parking, and stormwater management facilities.
- Location:** The proposed project is located at the existing Destin-Ft. Walton Beach Airport, 1001 Airport Road, and is more specifically known as Property Appraiser’s parcel I.D. numbers 00-2S-22-0000-0007-0000 and 00-2S-22-0000-0033-0010.
- Parcel Size:** The total airport site area is 224.4 acres, more or less and the specific limits of the project boundary area for the FBO encompasses 12.18 acres, more or less.
- Future Land Use:** Light Industrial (IN)
- Zoning District:** Airport Industrial Park (AIP)
- Density:** Not applicable
- Intensity:** Allowed: 1.07 Floor Area Ratio (FAR) per current Comprehensive Plan – 2000
Proposed: -0.54 FAR per Land Development Code Definition OR 0.13 FAR per more commonly used methodology
- Application Date:** April 5, 2004
- TRC Date:** April 21, 2004
- Approved Site Plan Date:** March 1, 2005
- City Council Date:** March 14, 2005, September 26, 2005 (Continuance), and October 10, 2005 (Deferral)
- Settlement Agreement:** May 18, 2006



DETERMINATIONS:

1. A Settlement Agreement and Mutual Release was made on May 18, 2006, by and between The City of Destin, Florida, Okaloosa County, Florida, and Destin Jet, LLC.
2. The Destin City Council held a public hearing on March 14, 2005, September 26, 2005 (Continuance), and October 10, 2005 (Deferral). The Council voted 4 to 3, to deny the motion and project as presented in the agenda package.
3. All the findings of the Technical Review Committee report dated March 1, 2005, amended October 6, 2005, as incorporated herein on pages 4 through 15.

CONDITIONS OF APPROVAL FOR "DESTIN JET" A MAJOR DEVELOPMENT (SP-04-21):

1. Pursuant to the City of Destin Land Development Code:

Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of the Final Development Order on June 30, 2006 (no later than June 30, 2007), and must be completed as shown on plans approved by the Technical Review Committee.

WARNING: If the applicant/owner has not obtained a building permit(s) for construction of infrastructure and that construction has not commenced within one (1) year of issuance of the final development order, the final development order will become null and void and the application for development order approval must be re-initiated. (Article 2, Section 2.10.00)

NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline must submit a request to the Community Development Department, no less than thirty (30) days prior to the expiration of the twelve (12) month deadline to obtain a building permit and commence construction of infrastructure. The applicant may receive only one extension, and such extension shall not exceed one year. The applicant /owner should review Article 2, Section 2.21.00, of the Destin Land Development Code for further explanation of the Development Order extension process.

2. If the applicant fully complies with the requirements of Condition No. 1 above, the concurrency capacity allocation status for "Destin Jet" will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**
 - A. **Construction permit(s) in association with construction of infrastructure are not obtained in accordance with Article 2, Section 2.10.00 of the Land Development Code to maintain concurrency, or**

- B. Construction of infrastructure activity ceases for a period exceeding one (1) year at any time during the term of this Final Development Order so that concurrency is not maintained under Article 6 of the Destin Land Development Code.**
3. The applicant must obtain City of Destin permits for the following activities on and off site (These may require appropriate bonding):
- A. Disturbance of the City's right-of-way (Note: Applicant must obtain the proper ROW permit(s) from the Engineering Department prior to issuance of building permits, unless otherwise exempted by the City Engineer.)
 - B. Pavement cuts.
 - C. Construction of any kind.
 - D. Clearing, grubbing, or demolition.
 - E. Paving, grading, drainage, sidewalks.
 - F. Signage.
 - G. Installation of utilities.
 - H. Construction trailers.
4. **Terms and Conditions of the Settlement Agreement and Mutual Release:** Refer to the attached Settlement Agreement and Mutual Release.
5. **Conditions per Community Development Department:** Refer to pages 14 and 15 of the attached TRC Report.
6. **Conditions per Destin Water Users, Inc:** Refer to page 9 of the attached TRC Report.

TECHNICAL REVIEW COMMITTEE REPORT

"DESTIN JET" A MAJOR DEVELOPMENT (SP-04-21)

TRC Report: March 1, 2005, amended October 6, 2005

ISSUE:

- Applicant:** Mr. Jerry Sealy of the Okaloosa County Airport Authority and Connelly and Wicker, Inc., on behalf of The Okaloosa County Board of County Commissioners, is requesting approval of a Major Development identified as "Destin Jet" for a leaseholder (Destin Jet, LLC).
- Request:** The proposed project consists of a full service fixed base operation (FBO), which includes eleven hangars, offices, fuel depot, airplane tow area/tarmac, parking, and stormwater management facilities.
- Location:** The proposed project is located at the existing Destin-Ft. Walton Beach Airport, 1001 Airport Road, and is more specifically known as Property Appraiser's parcel I.D. numbers 00-2S-22-0000-0007-0000 and 00-2S-22-0000-0033-0010. (Exhibit A: Location Map).
- Parcel Size:** The total airport site area is 224.4 acres, more or less and the specific limits of the project boundary area for the FBO encompasses 12.18 acres, more or less.
- Future Land Use:** Light Industrial (IN)
- Zoning District:** Airport Industrial Park (AIP)
- Density:** Not applicable
- Intensity:** Allowed: 1.07 Floor Area Ratio (FAR) per current Comprehensive Plan – 2000
Proposed: -0.54 FAR per Land Development Code Definition OR
0.13 FAR per more commonly used methodology
- Application Date:** April 5, 2004
- TRC Date:** April 21, 2004
- Approved Site Plan Date:** March 1, 2005
- City Council Date:** March 14, 2005, September 26, 2005 (Continuance), and October 10, 2005 (Deferral)

DISCUSSION/FINDINGS:

Mr. Jerry Sealy of the Okaloosa County Airport Authority and Connelly and Wicker, Inc., on behalf of The Okaloosa County Board of County Commissioners, is requesting approval of a Major Development identified as "Destin Jet" for a leaseholder (Destin Jet, LLC). The proposed project consists of a full service fixed base operation (FBO), which includes eleven hangars, offices, fuel depot, airplane tow area/tarmac, parking, and stormwater management facilities. The site is located at the existing Destin/Ft. Walton Beach Airport (1001 Airport Road) and is more specifically known as Property Appraiser's parcel I.D. numbers 00-2S-22-0000-0007-0000 and 00-2S-22-0000-0033-0010. The total airport site area is 224.4 acres, more or less and the specific limits of the project boundary area for the FBO encompasses 12.18 acres, more or less.

The proposed project as depicted on the site plan(s) (Exhibit B), as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review that is detailed below under the "Compatibility" section of this TRC Report.

The proposed request as presented and described is deemed consistent with the Comprehensive Plan and Land Development Code, which include a Compatibility review with conditions, Concurrency Management review, and a Level of Service review.

The Technical Review Committee (TRC) reviewed and approved the project with specific conditions as stated below.

COMPREHENSIVE PLAN/ZONING:

The property currently has a Future Land Use Map category of Light Industrial (IN) and a Zoning District designation of Airport Industrial Park (AIP). The proposed FBO and associated accessory uses are consistent uses with the Light Industrial (IN) Future Land Use Map category pursuant to the Comprehensive Plan - 2000. The Airport Industrial Park (AIP) zoning district specifically allows for the described use(s) (§7.12.01 (P) (1), LDC). However, the proposed development must satisfy compatibility criteria established in Policy 7.A.4.6 (p), Comprehensive Plan and §7.09.03, LDC.

COMPATIBILITY:

The applicant initially requested the compatibility analysis be conducted by the City of Destin. However, the applicant has retained a compatibility expert, J.E. Dorman & Associates, Inc., to conduct a compatibility analysis based on the amended site plan. See the attached compatibility analysis prepared by J.E. Dorman & Associates, Inc. (Exhibit C) for their complete analysis, conclusions, and recommendations for this project.

In conjunction with the compatibility analysis conducted by J.E. Dorman & Associates, Inc., City of Destin utilizing Renaissance Planning Group (RPG) has also prepared an amended compatibility analysis to take into consideration the amended site plan and the applicant's own compatibility analysis. The compatibility analysis with recommended conditions (stated below) (Compatibility Analysis Exhibit C) prepared by RPG dated March 2, 2005, and revised October 6, 2005, indicate that the proposed plan for the "Destin Jet" development and attributable conditions associated with the Final Development Order provide an acceptable level of compliance with the City of Destin Comprehensive Plan Policy 7.A.4.6 (p) and the Land Development Code §7.09. The following describe the conditions recommended to achieve compatibility compliance:

- a. The tarmac (aircraft parking and loading areas) shall operate as a tow area only. Sheet 2 of 8 of the approved plans clearly indicates which area of the tarmac shall operate as a tow only area. No aircraft engines shall be run in this area and aircraft must be towed outside of the tow area prior to engine startup.

- b. The hangar structures adjacent to the property lines as indicated on the approved site plan are located and designed to be utilized as a noise barrier. They are located to ensure that a proper balance between noise mitigation and aesthetics is achieved for neighboring residents. In combination with the approved hangar structure locations, the applicant has proposed an additional 131 trees at 8 feet high at time of planting for compatibility purposes. No more than an additional 20 trees may be required by City Staff at time of inspection to soften the effect of any required noise barrier or to achieve the optimum level of compatibility between uses.

Any additional revisions to the site plan must be reviewed and approved by the appropriate Technical Review Committee members and may be subject to a compatibility analysis if required pursuant to provisions of the Comprehensive Plan [Policy 7.A.4.6 (p)] and Land Development Code [LDC, §7.09].

INTENSITY:

Floor Area Ratio:

The Light Industrial (IN) Future Land Use Map category has a maximum floor area ratio (FAR) of 1.07.

The FAR calculation methodology as defined in Article 3, Section 3.00.01 “Floor Area Ratio” of the Destin Land Development Code is as follows:

$$\frac{\text{(Total gross floor area) - (Total square feet of required setbacks and open space + parking)}}{\text{Total square feet of project site}} = \text{FAR}$$

$$\frac{70,540+/- \text{ sq. ft.} - 355,389.86 \text{ sq. ft.}}{530,644.24 \text{ sq. ft.}} = \text{FAR}$$

$$-284,849.86 / 530,644.24 \text{ sq. ft.} = -0.54 \text{ FAR}$$

Utilizing the formula as defined above, the FAR of -0.54 is below the maximum of 1.07. Thus, the FAR is in compliance.

The more common FAR calculation methodology results in an FAR of 0.057, which is below the current 1.07 FAR requirement.

$$\text{Total square feet of proposed buildings} / \text{square feet of subject project boundary site} = \text{FAR}$$

$$70,540 \text{ sq. ft.} / 530,644.24 \text{ sq. ft.} = 0.13 \text{ FAR}$$

The Light Industrial (IN) Future Land Use Map category has a maximum floor area ratio (FAR) of 1.07. The project’s code required FAR and more commonly used FAR, as calculated, are compliant.

RIGHT-OF-WAY DEDICATION:

No right-of-way dedication is part of this development.

CONCURRENCY MANAGEMENT:

Concurrency requirements have been met:

Solid Waste: **X**
Potable Water: **X**
Sanitary Sewer: **X**
Traffic: **X**
Stormwater Management: **X**

Please refer to the attached Exhibits D through H for approved Concurrency Evaluation Certificates.

TRAFFIC ANALYSIS:

According to the traffic review conducted by the City's Transportation Manager and approved on September 8, 2005, the proposed development will not degrade the level of service of those major transportation facilities in the City of Destin (urban collectors and arterials).

Traffic concurrency is satisfied for this project, as confirmed by the City's Transportation Manager after reviewing the applicant's traffic concurrency analysis dated revised August 26, 2005 (Exhibit G).

SUBDIVISION OR PUD - PLAT:

No division or resubdivision of land is proposed as part of this development.

WHITE SANDS ZONE:

The project property is not located in either White Sand Zone I or II.

PHASING:

The proposed development is not to be phased.

AIRPORT PROTECTION:

The proposed development is entirely within the property of the Destin-Ft. Walton Beach Airport. The proposed development is compliant with the airport zoning regulations (LDC, Article 7, Section 7.15.00.)

HEIGHT:

The proposed structure, which is inclusive of a hangar, is designed at a height of 35' 6" from finished floor to the top of the highest roof. Maximum height in the AIP zoning district, other than for hangars and communication towers, is 35'. Aircraft hangars have a height maximum of 40'. The proposed structure is below the maximums allowed. The hangar structures added to the amended site plan are proposed to be 23' high at the front and 26' high toward the rear.

SETBACKS:

The proposed buildings meet and exceed all of the required setbacks for the following zoning district(s):

Airport Industrial Park (AIP):

Distances provided are from the proposed terminal facility to the nearest property lines:

	<u>Required</u>	<u>Buffers</u>	<u>Setback Provided</u>
North:	15'	min. 10' VB	Over 1000' including the min. 10' VB
Northeast:	15'	min. 10' VB	Over 1000' including the min. 10' VB
East:	15'	min. 10' VB	Over 1000' including the min. 10' VB
Southeast:	15'	min. 10' VB	Over 1000' including the min. 10' VB
South:	15'	min. 10' VB	Over 1000' including the min. 10' VB
Southwest:	15'	min. 10' VB	15' +/- including a 15' VB
West:	15'	min. 10' VB	15' +/- including a 15' VB
Northwest:	15'	min. 10' VB	15' +/- including a 15' VB
Between Bldgs.:	*20'	N/A	Over 20.0'

Note: 10' FP = 10' Front Perimeter Landscaped Area, 10' (50') VB = 10' (50') Vegetative Buffer Area, and 5' CB = 5' Common Boundary Landscaped Area. The following buffers are required: 10' FP is required along the property abutting the right-of-way. To address issues of compatibility, the applicant has provided an open space buffer area of 15' to the west/southwest. Within this open space buffer area will be 1 tree and cluster of shrubs every 25' spaced evenly.

*20' is required for separation to allow for fire lanes. Fire lanes are provided at the southeast side of the project area and throughout the parking and tarmac areas.

SIGNS:

No overall sign approval is part of this application. All future signs must comply with the applicable section of the Destin Land Development Code in effect at the time a sign application is submitted.

UTILITIES:

Utilities/service (existing and proposed) shall be placed underground.

CITY OF DESTIN BUILDING OFFICIAL:

Building Official has no technical comments at this time. A full set of construction plans; specifications and related documents must be submitted to the Building Department for review and approval before a building permit will be issued.

COX COMMUNICATIONS:

Cox Communications approved the project in a letter dated April 19, 2004.

DESTIN FIRE CONTROL DISTRICT:

The Destin Fire Control District approved the project in a letter dated September 22, 2005

GULF POWER:

Gulf Power approved the project in a letter dated September 1, 2005

OKALOOSA GAS:

Okaloosa Gas approved the project in a letter dated April 21, 2004.

SPRINT:

Sprint approved the project in a letter dated April 15, 2004.

WATER/SEWER PROVIDER:

Destin Water Users, Inc. approved the project in a letter dated September 21, 2005. Please note the following as conditions of the Final Development Order:

1. Please relocate the proposed meter and RPZ backflow preventer in the island closer to the roadway.
2. Please consider and indicate a 2" isolation valve located at the building.
3. Please note that the manhole proposed for installation, must be monolithic in construction.
4. All revisions to the water and/or sewer utilities of any previously approved project, must be reapproved by Destin Water Users, Inc., at least 24 hours prior to implementation. If you have question or concerns please call Steve Schmitt/Field Operations Manager (850) 837-6146 ext. 106 or Steve Benoit GIS Section Head (850) 837-6146 ext. 109.
5. Field verified "As-Built" Plans must be furnished to Destin Water Users, Inc., prior to the release of water service.

STORMWATER:

The stormwater management plan was found acceptable and approved on September 23, 2005, and had the following **stormwater** related conditions:

1. **Condition:** The Stormwater Master Plan (SWMP) for Destin Jet shall be independently operated and maintained from the SWMP for the Airport property.
2. **Condition:** The SWMP's for the Destin Jet parcel of 12.68 acres (552,341 square feet more or less) shall be hydraulically and hydrologically disassociated with the rest of the Destin Airport property as indicated by the design of Connelly & Wicker dated February 11, 2005.

3. **Condition:** If groundwater is observed standing in the stormwater structures, the stormwater management plan shall be considered in non-compliance and a revised stormwater plan shall be resubmitted for review and approval.
4. **Prior to obtaining any city permit,** a copy of the FDEP Stormwater Documentation & NPDES approval shall be forwarded to the City Engineer's office.
5. **Prior to obtaining a Certificate of Occupancy:** The Stormwater Operation / Maintenance Plan shall be acknowledged and signed by the owner. This plan shall include but not be limited to the following: This system shall require periodic maintenance for continued proper operation, including as a minimum a) removal of silt and debris from surface infiltration areas and catch basins, and b) maintenance of vegetative cover in surface infiltration areas. Owner shall regrade swale/retention areas as required to maintain approved design cross-section(s), line(s), and grade(s) and shall keep all inlets and exfiltration pipes clean and unobstructed.

COASTAL MANAGEMENT AND CONSERVATION:

The proposed project is not located within any identifiable special flood hazard areas per the FEMA Flood Insurance Rate Maps. There are identified environmentally sensitive zones (wetlands) on the airport grounds; however, none are affected and/or disturbed by the proposed development.

INGRESS/EGRESS:

Ingress and egress to the proposed project is provided by the existing accesspoint along Airport Road. Continuation of the existing accessway along the southwest side of the airport property will be provided.

PARKING:

The project meets or exceeds the parking requirements of the Destin Land Development Code as indicated on the approved plans.

Per code:

Offices (Administrative, Business, Professional, Government, etc.) and Work Area: 1 space for every 200 square feet of gross floor area.

Warehouse (Hangar): 1 space for every 1,000 square feet of gross floor area for the first 20,000 square feet and 1 space for every 2,000 square feet of gross floor area for the second 20,000 square feet.

Per site plan:

15,280 square feet offices and work area / 200 = 76 parking spaces
20,000 square feet (warehouse/hangar) / 1000 = 20 parking spaces
35,260 square feet (warehouse/hangar) / 2000 = 18 parking spaces

TOTAL REQUIRED: 114 parking spaces (including 5 handicap spaces)
TOTAL PROVIDED: 129 parking spaces (including 6 handicap spaces)

LOADING SPACE (ZONE):

The project meets or exceeds the loading space requirements of the Destin Land Development Code as indicated on the approved plans and are as follows:

TOTAL REQUIRED: 7 loading spaces
TOTAL PROVIDED: 11 loading spaces

REFUSE COLLECTION:

Refuse collection is to be provided by dumpster service. Dumpster must be enclosed by fully opaque screen and gate.

SIDEWALKS/PEDESTRIAN CONNECTIVITY:

No sidewalks are proposed along the Airport Road right-of-way. Internal pedestrian connectivity is achieved.

OPEN SPACE/LANDSCAPE:

Open Space Requirements:

Airport Area (Total Area): 9,775,735.2 sq. ft. (224.42 acres, more or less)
Project Boundary Area: 530,644.24 sq. ft. (12.18 acres, more or less)

Required 18% Open Space (Project Boundary Area): 95,515.96 sq ft. (2.19 acres)

Provided Open Space (Project Boundary Area): 33% or 175,254.38 sq. ft. (4.02 acres)

Tree Requirements (Redevelopment Area):

Credits for Existing Trees (2" to 6" diameter) on Site (250 trees x 2 credits per tree):	500
Credits for Existing Trees (7" to 12" diameter) on Site (0 trees x 3 credits per tree):	0
Credits for Existing Trees (13" to 19" diameter) on Site (0 trees x 4 credits per tree):	0
Credits for Existing Trees (20" to 24" diameter) on Site (0 trees x 5 credits per tree):	0
Total Reforestation Credits for saving Existing, Protected, or Preserved Trees:	<u>500</u>
Reforestation Trees (1 per every .10 of an acre: 12.18 x 10 = 122 Required on Site:	<u>122</u>
Total Reforestation Trees (1 per every .10 of an acre minus credits) Required on Site:	<u>0</u>

Note: Per the Land Development Code, credit shall be received on the reforestation requirement of this section by preserving existing trees. Trees required for reforestation are in addition to other required trees within Article 12, Section 12.04.04.C.

Total Reforestation Trees Required on Site:	0
Front Perimeter Trees (1 per 25') Required on Site:	0
Parking Lot Trees (1 per end row and landscape island) Required on Site:	15
Vegetative Buffer Trees, if applicable, (1 per 25' at 12' High) Required on Site:	48
(Additional Vegetation contributed by applicant for compatibility consideration – 8' High)	131
Replacement Trees (removal of trees 12" d.b.h. or greater) Required on Site:	0
TOTAL TREES REQUIRED (not considering compatibility trees):	63
TOTAL TREES REQUIRED (considering compatibility trees):	194
TOTAL TREES PROVIDED:	*444

*The number of trees provided includes the trees retained on site.

A five (5) foot Common Boundary Landscape Area is required along those property lines that directly abut an adjacent parcel. A ten (10) foot Front Perimeter Landscape Area is required along the property line abutting a right-of-way. The required five (5) foot Common Boundary landscaping shall provide a minimum of fifty percent (50%) opacity for that area between the finished grade level at the common boundary line and six (6) feet above said level and horizontally along the length of all common boundaries within three (3) years of planting.

The ten (10) foot Front Perimeter Landscape Buffer shall be calculated at a minimum of one (1) tree per twenty-five (25) linear feet of buffer. Unless otherwise noted, all required trees must be a minimum of six (6) feet high at time of planting and reach a crown of twenty (20) feet at maturity. If the twenty (20) foot crown requirement is not met, additional trees shall be added and grouped together to meet the twenty (20) foot crown. If shrubs are used in the required buffer areas, they must be a minimum of twelve (12) inches in height when measured immediately after planting. The trees planted within the open space buffer area shall be a minimum of 12' at time of planting. **WARNING: A Certificate of Occupancy will not be issued until the required landscape material per the approved landscape plan has been inspected and approved by the Community Development Department.**

IMPACT FEES:

The following impact fee amounts may be subject to change. Final impact fee amounts will be determinant upon the gross floor area of the development and whether exemption or credits are applicable and reevaluated at the time a Certificate of Occupancy is requested. **Any claims for exemption or credits must be made no later than the time a Certificate of Occupancy is requested. Refer to Article 19 of the Destin Land Development Code for specifics regarding impact fees.** The owner/applicant must pay the final impact fee amounts prior to the issuance of a Certificate of Occupancy:

Police Protection: The police protection impact fees were calculated using the “Outside Corridor – Office per 1,000 sq. ft. and Industrial per 1,000 sq. ft.” (Note: These are the most similar land use available under this category.)

Office:

$$(11,880 \text{ sq. ft.}) \times (\$24.88)/1,000 = \$295.57$$

Industrial (Warehouse/Hangar):

$$(58,660 \text{ sq. ft.}) \times (\$5.87)/1,000 = \$344.33$$

Road: The road impact fees were calculated using the "Warehouse/storage and Office under 100,000 sq. ft." (Note: These are the most similar land use available under this category.)

Office under 100,000 sq. ft:

$$(11,880 \text{ sq. ft.}) \times (\$1,421.00)/1,000 = \$16,881.48$$

Warehouse (Warehouse/Hangar):

$$(58,660 \text{ sq. ft.}) \times (\$369.00)/1,000 = \$21,645.54$$

Totals:

Parks:	=	N/A
Public Library:	=	N/A
Police Protection:	=	\$639.90
Roads:	=	<u>\$38,527.02</u>
TOTAL:	=	\$39,166.92

OTHER FEES:

The fees listed below are subject to change and are based on the most recent information available (October 5, 2005). The fees must be paid by the applicant as part of the cost recovery associated with the proposed project:

City Traffic Consultant:	N/A
City Compatibility Consultant:	\$5,551.27
City Surveyor:	N/A
Re-Review Fees (Community Dev.)	Paid
Re-Review Fees (Stormwater Man.)	Paid
Administrative Costs:	Paid
City Council Advertising:	TBD
TOTAL (as of 10/5/05) =	TBD

STATE/FEDERAL PERMITS REQUIRED BEFORE ISSUANCE OF BUILDING PERMIT

FDEP stormwater and NPDES approvals shall be forwarded to the city engineer's office to be stamp received and then forwarded to the Community Development Department.

COMMENTS/CONDITIONS:

Public Input:

Over the last several months, public input/opposition has been provided to staff about the many changes to the Destin-Ft. Walton Beach Airport and more specifically about this development within the airport property.

Per Community Development Department:

1. **Prior to the issuance of the Development Order**, all outstanding costs associated with this project and are owed to the City must be paid in full.
2. **Prior to the issuance of the first building permit**, plans shall be amended submitted to, and approved by the City that implement the Compatibility Analysis conducted by Renaissance Planning Group, Inc. dated March 2, 2005, and revised October 6, 2005, that contain the following conditions to help achieve compatibility between the proposed use and development with adjoining residential properties:
 - a. The tarmac (aircraft parking and loading areas) shall operate as a tow area only. Sheet 2 of 8 of the approved plans clearly indicates which area of the tarmac shall operate as a tow only area. No aircraft engines shall be run in this area and aircraft must be towed outside of the tow area prior to engine startup.
 - b. The hangar structures adjacent to the property lines as indicated on the approved site plan are located and designed to be utilized as a noise barrier. They are located to ensure that a proper balance between noise mitigation and aesthetics is achieved for neighboring residents. In combination with the approved hangar structure locations, the applicant has proposed an additional 131 trees at 8 feet high at time of planting for compatibility purposes. No more than an additional 20 trees may be required by City Staff at time of inspection to soften the effect of any required noise barrier or to achieve the optimum level of compatibility between uses.
3. **Prior to the issuance of a Certificate of Occupancy**, all applicable impact fees must be paid
4. **Prior to the issuance of a Certificate of Occupancy**, an outdoor lighting plan shall be provided to the Community Development Department for review and approval. In addition, if the light levels once operational are different than those approved by the Community Development Department as part of the project outdoor lighting plan, then the operator of the facility located on the leased area shall bring the lights into compliance with the City approved outdoor lighting plan.
5. **Prior to the issuance of a Certificate of Occupancy**, the landscaping and all outdoor lighting, if installed, must be inspected and approved by the Community Development Department.
6. **Condition:** The Stormwater Master Plan (SWMP) for Destin Jet shall be independently operated and maintained from the SWMP for the Airport property.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is made on May 18th, 2006, by and between the City of Destin, Florida ("the City"), Okaloosa County, Florida ("the County"), and Destin Jet, LLC ("Destin Jet"). The City, the County, and Destin Jet are individually referred to as "Party" and are collectively referred to as "Parties."

WHEREAS, in April, 2004, Destin Jet and the County applied to the City for a development order authorizing the construction of a Fixed Base Operation ("FBO") and related facilities, including the construction of eleven hangars, office areas, a fuel depot, a tarmac for airplane towing, automobile parking areas and stormwater management facilities, at the Destin/Fort Walton Beach Airport ("the Airport"); and

WHEREAS, on October 21, 2005, the City notified the County and Destin Jet that the development order application had been denied; and

WHEREAS, a dispute has arisen between the Parties as a result of the City's denial of the development order application; and

WHEREAS, the County and Destin Jet have filed a Petition for Writ of Certiorari in the Circuit Court of the First Judicial Circuit in and for Okaloosa County, Florida ("Court"), entitled Okaloosa County and Destin Jet, LLC v. The City of Destin, Florida, Case No. 05-CA-4671 (the "Lawsuit"), in which they are requesting that the Court quash the City's denial of the development order; and

WHEREAS, it is likely that a decision by the Circuit Court will result in further proceedings before the First District Court of Appeal; and

WHEREAS, the Parties desire to resolve and settle all disputes, claims and differences between them, arising out of or related to the denial of the development order;



NOW THEREFORE, in consideration of the mutual covenants set forth herein, and to avoid the uncertainties, risks and costs of litigation in the Lawsuit, the Parties have agreed to resolve and settle their disputes in accordance with the following terms and conditions:

1. Within ten (10) business days from the date a new site plan is approved by the City's Director of the Department of Community Development showing the relocation of the fuel storage depot as described herein, the City will issue a development order for the Destin Jet FBO. The development order will authorize the development of the Destin Jet FBO at the Airport, as recommended by the City staff at the conclusion of the hearing before the City Council on October 10, 2005, with the addition of the relocation of the fuel storage depot from the northeastern corner of the proposed Destin Jet FBO site to the southeastern corner (between the proposed large hangar and the existing taxiway to the east thereof).

2. Upon receipt of the City's development order, Destin Jet will proceed to develop the FBO at the Airport, as recommended by the City's staff at the conclusion of the hearing on October 10, 2005, with the addition of the relocation of the fuel storage depot, as described in paragraph 1, above.

3. The County hereby authorizes Destin Jet to relocate the fuel storage depot associated with the proposed FBO, as described in paragraph 1 above.

4. Within ten (10) calendar days following the date the City issues the development order, the Parties will execute, and file with the Court, a Stipulation of Dismissal of the Lawsuit, which shall dismiss with prejudice all claims raised or which could have been raised in the Lawsuit by Destin Jet and the County against the City, with each Party to be responsible for its own attorneys' fees and costs.



5. The Parties are entering into this Agreement for the sole purpose of reaching settlement of their disputes and avoiding the time and expense of continued litigation, so that the fact that any Party has entered into this Agreement shall not be construed as an admission by that Party of the validity of any claims or defenses that have been or might have been asserted by any other Party in the Lawsuit, and in the event this settlement is not consummated, each Party reserves its rights in the Lawsuit.

6. Upon complete and timely performance of all of the obligations described in paragraphs 1 – 4 above, Destin Jet and the County on the one hand, and the City on the other hand, are deemed to have released and forever discharged, and by entering into this Agreement, do for themselves, and for each of their predecessors, affiliates, subsidiaries, parent corporations, directors, officers, shareholders, elected officials, employees, agents, attorneys, insurers, representatives, successors and assigns, release and forever discharge each other and each of their respective predecessors, affiliates, subsidiaries, parent corporations, directors, officers, shareholders, elected officials, employees, agents, attorneys, insurers, representatives, successors and assigns, from any and all liabilities, claims, actions, lawsuits, injuries, damages, rights, obligations, actual legal fees and expenses, losses, costs, losses of services, expenses, compensation, demands or causes of action now accrued, or which may hereafter accrue, of any nature whatsoever, whether direct or derivative, which they now have or may have had, whether presently asserted or not, whether known or unknown, whether liquidated or unliquidated, whether accrued or unaccrued, and whether foreseen or unforeseen, arising out of the denial of the development order application and the Lawsuit. Each of the Parties represents and warrants to the others that they are the full and complete owners of the claims being released hereby.

A handwritten signature in black ink, appearing to be the initials 'JN' or similar, located in the bottom right corner of the page.

7. If a court which has jurisdiction over this matter shall determine that any provision herein is unenforceable, that provision shall be severed and all remaining provisions shall remain in full force and effect.

8. This Agreement may consist of and be executed in one or more counterparts. Such counterparts, when taken together, shall constitute agreement to the foregoing upon execution of at least one such counterpart by each of the undersigned.

9. This Agreement constitutes the entire agreement between the Parties and supersedes and annuls any former agreements, contracts, subcontracts, promises or representations, whether oral or written, express or implied, made by or on behalf of any of the Parties. The Parties declare, represent and acknowledge that no promise, agreement or representation, express or implied, has been made in connection with this Agreement, nor has any promise, agreement or representation, express or implied, been relied upon by any of the Parties in executing this Agreement, except those promises which are expressly set forth herein. No amendment, deletion, addition, modification or waiver of any provision shall be binding or enforceable unless in writing and signed by all Parties.

10. The Parties also agree they shall execute such other documents and grant further assistance as may be necessary to give effect to the terms and conditions of this Agreement.

11. Each Party acknowledges that it, and its counsel, has reviewed this Agreement and has suggested, or had the opportunity to suggest, changes to the language of this Agreement, and therefore, any rule of interpretation that any ambiguity shall be construed against the drafter of this Agreement shall not apply in interpreting the provisions of this Agreement.

12. Failure by any Party to enforce any of the remedies provided to it in this Agreement shall not be deemed a waiver of those rights.

13. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

14. Except as expressly permitted herein, this Agreement is for the sole benefit of the Parties and nothing herein, expressed or implied, shall give or be construed to give to any person or entity, other than the Parties, any legal or equitable rights.

15. The Parties further declare that they have full authority to enter into this Agreement, and all public votes and corporate actions to make this Agreement fully enforceable have been taken, and that they have had an opportunity to consult with their respective counsel regarding the advisability of entering into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Mutual Release on the dates indicated below.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, located in the bottom right corner of the page.

SIGNATURE PAGE FOR SETTLEMENT AGREEMENT AND MUTUAL RELEASE BY AND BETWEEN OKALOOSA COUNTY, DESTIN JET, LLC, AND THE CITY OF DESTIN, FLORIDA.

Okaloosa County



Sherry S Campbell

Its: Chairman

ATTEST:

Teresa Ward

Teresa Ward, Deputy Clerk



Dated: May 18, 2006

STATE OF FLORIDA
COUNTY OF OKALOOSA

On this the 18th day of May, 2006, before me, a notary public, personally appeared Sherry S Campbell, who acknowledged himself to be the Chairman, BECC of Okaloosa County, Florida, and he as such Chairman, being authorized to do so, executed the foregoing Settlement Agreement and Release, on behalf of Okaloosa County, Florida, for the purposes contained therein. He is personally known to me, or has produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Joan D Mosier
Notary Public

Joan D Mosier
Printed Name of Notary

Commission Stamp and Expiration:



"OFFICIAL SEAL"
Joan D. Mosier
My Commission Expires 12/8/2006
Commission # DD170193

SIGNATURE PAGE FOR SETTLEMENT AGREEMENT AND MUTUAL RELEASE BY AND BETWEEN OKALOOSA COUNTY, DESTIN JET, LLC, AND THE CITY OF DESTIN, FLORIDA.

Destin Jet, LLC

By: [Signature]

Its: MANAGING PARTNER

Dated: 5/18/2006

STATE OF FLORIDA
COUNTY OF OKALOOSA

On this the 18th day of MAY, 2006, before me, a notary public, personally appeared JAY ODUM, who acknowledged himself to be the MANAGING PARTNER of Destin Jet, LLC, and he as such MANAGING PARTNER being authorized to do so, executed the foregoing Settlement Agreement and Release for the purposes contained therein, by signing the name of the corporation by himself as MANAGING PARTNER of Destin Jet, LLC. He is personally known to me, or has produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

[Signature]

Notary Public



George T Brannon S George T. Brannon, Sr
My Commission DDE 2511239 Name of Notary
Expires: October 05, 2007

Commission Stamp and Expiration:

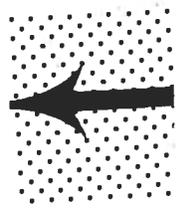
[Signature]

SIGNATURE PAGE FOR SETTLEMENT AGREEMENT AND MUTUAL RELEASE BY AND BETWEEN OKALOOSA COUNTY, DESTIN JET, LLC, AND THE CITY OF DESTIN, FLORIDA.

The City of Destin, Florida

By: Gregory A. Kisela
GREGORY A. KISELA

Its: City Manager



Dated: 5/18/06

STATE OF FLORIDA
COUNTY OF OKALOOSA

On this the 18th day of MAY, 2006, before me, a notary public, personally appeared GREGORY A. KISELA, who acknowledged himself to be the CITY MANAGER of the City of Destin, Florida, and he as such CITY MANAGER being authorized to do so, executed the foregoing Settlement Agreement and Release, on behalf of The City of Destin, Florida, for the purposes contained therein. He is personally known to me, or has produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Notary Public
REYNALDO BAILEY
Printed Name of Notary



REYNALDO BAILEY
MY COMMISSION # DD 512698
EXPIRES: March 5, 2010
Bonded Thru Budget Notary Services

Commission Stamp and Expiration: MARCH 5, 2010