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REPUBLIC AIRPORT
PERFORMANCE AND DEVELOPMENT STANDARDS

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION

REPUBLIC AIRPORT

INDEX

PERFORMANCE AND DEVELOPMENT STANDARDS

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SECTION 1 - STATUTORY AUTHORITY

Article 15 of the State Transportation Law states that the commissioner may establish such rules, regulations, and procedures governing the use, operation, and occupancy of air transportation facilities and related facilities, equipment, services, and activities at, serving, or incidental to Republic Airport as he may deem necessary, convenient, or desirable. Non-compliance with such airport rules and regulations shall be a violation of law punishable by a fine not to exceed two hundred fifty dollars unless a different fine is expressly provided in another section of law.

The Republic Airport Commission shall assist in the development of a program relative to the administration and management of the Republic airport and to advise the Commissioner of Transportation with regard to such other programs relative to the Republic Airport as he may undertake. Such program shall include, but not be limited to identification of future capital needs, examining the means and methods of financing such future capital needs, the promotion and examination of the financing means and methods for the economic development of the area around the Airport, the joining together of such economic development and the airport operations, the identification and implementation of ways of working with the local community to accomplish the program and identification of non-aviation uses and purposes and prorations of use or purposes for determinations of in lieu of tax payments. Once the Commission has been established, the Commissioner and/or the Department shall effectuate the authorizations, powers, and/or duties set forth in section four hundred of this article only following the consultation, guidance, advice, and assistance of the Commission.

SECTION 2 - PROPERTY

The real property subject to these Standards is situated on Republic Airport in Suffolk County, East Farmingdale, New York and consists of all State-owned real property, excluding runways, taxiways, aprons, and related facilities as now exist or hereafter may be constructed.

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SECTION 3 - DEFINITIONS

The words and phrases used in these Development Standards shall be construed as defined in this section, unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. All definitions contained in the Federal Aviation Act of 1958 and all amendments thereto shall be considered as included herein; and all definitions, as applicable, shall be interpreted on the basis and intention of the FAA Act and amendments thereto.

3.01 "Aircraft Parking Limit Line" shall mean a line established by the FAA beyond which no part of a parked aircraft may protrude.

3.02 "Airport" shall mean all of the state-owned or leased real or personal property owned and operated by the Department of Transportation, State of New York and referred to collectively as Republic Airport as now exists or as may hereafter be developed. "Airport" includes all of its facilities.

3.03 "Airport Layout Plan" shall mean a fully-approved scale drawing of the Airport, showing the boundaries of the Airport and all its proposed additions, together with the off-site areas owned or controlled by the Department for airport purposes, including proposed additions; the exact location, type, and dimensions (including height), of all existing and proposed airport facilities and structure; and proposed non-aviation areas and all their existing improvements.

3.04 "Airsides" shall mean terminal space, and the paved portion of the runway-taxiway network, aircraft parking aprons, and hangars that are on the airport, and any other airport location used by aircraft.

3.05 "Approval" shall mean the written approval by the New York State Department of Transportation (the Department) or its authorized representative. Any said approval must be requested in writing to the Department and presented to the Architectural Review Committee for its review and recommendations. The Department's written approval must be secured before any improvement is installed or constructed.

3.06 "Architectural Review Committee" shall mean the architectural committee composed of representatives of the Department and its Airport operating agent. As a minimum, the committee shall consist of the Airport Director, the Airport Manager, a Department Airport Development Specialist, a member of the Republic Airport Commission, and a civil engineer of the operating agent.

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3.07 "Building" shall mean any above-grade structure, wholly or partially enclosed, including all projections or extensions thereto, as well as any additions or changes thereto.

3.08 "Building Coverage" shall mean the surface area of a parcel that may be covered by Buildings, sometimes expressed as a percentage of the total Parcel area.

3.09 "Building Restriction Line" is a line established by the FAA and depicted on the Airport Layout Plan or Parcel Plan beyond which no building may protrude.

3.10 "Building Site" shall mean the entire Lot or Lots (if contiguous) leased by one Tenant.

3.11 "Department" shall mean the New York State Department of Transportation or its authorized representative.

3.12 "Development Standards" or "Standards" shall mean the regulations, restrictions, and covenants governing the development of the Airport and activities of tenants and their employees, visitors, patrons, and other users as set forth herein.

3.13 "FAA" shall mean the Federal Aviation Administration of the U.S. Department of Transportation or any federal agencies succeeding to its jurisdiction.

3.14 "Front Lot Line" shall mean the property line that faces a street. On corner Lot or Lots fronting on two parallel streets, the Front Lot Line shall mean the property line facing each street, one of which shall be designated by the Department as the principal street.

3.15 "Hazard To Air Navigation" shall mean an obstruction determined by the Federal Aviation Administration to have an adverse effect on the safe and efficient utilization of the navigable airspace, as defined by Part 77 of the Federal Air Regulations.

3.16 "Improvements" shall mean, but shall not be limited to, buildings, retaining walls, ditches, culverts, lighting supports, earth fills, berms, earth excavations, paving ground cover, signs, landscaping, utilities, and telephone lines; constructed, installed, or placed on, under, or above any Parcel by or on account of a tenant.

3.17 "Landscaping" shall mean the aesthetic improvement of parcels, through the use of lawns, ground cover, trees and shrubs, as well as walls, screenings, terraces, fountains, pools, and other water arrangements.

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3.18 "Landscaping Coverage" shall mean the relative portion of the landscape surface area of a Parcel to be covered by landscaping, sometimes expressed as a percentage of the total parcel area.

3.19 "Lot" shall mean one or more individually defined lots within a Parcel.

3.20 "Movement Area", shall mean the runways, taxiways, and other areas of the Airport, controlled by the Airport Traffic Control Tower, which are used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and parking areas.

3.21 "Obstruction" shall mean any structure, growth, or other object, including a mobile object, which is of a greater height than any of the heights or surfaces established for the Airport in conformance with Part 77.23 of the Federal Air Regulations.

3.22 "Parcel" shall mean a tract or plot of land depicted on the Airport Layout Plan for aviation and aviation compatible uses.

3.23 "Rear Lot Line" shall mean the Property Line generally parallel to the Front Lot Line and contiguous to another Lot. On corner Lots, the Rear Lot Line shall be parallel to the Front Lot Line facing the principal street; on Lots fronting on two parallel streets, there shall be no Rear Lot Line.

3.24 "Setback" shall mean the distance a Building must be set back from the property line of a lot.

3.25 "Street" shall mean the rights-of-way and improvements thereon maintained by the Department for use as a ground vehicle thoroughfare by the public at large.

3.26 "Tenant" shall mean any person, firm, or corporation leasing or subleasing one or more lots or space in a building on a lot.

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SECTION 4 — PERMITTED USES AND PERFORMANCE STANDARDS

4.01 "Permitted Uses:" No building, structure, or land shall be used for any purposes other than the following, or any combination thereof, and such uses shall satisfy the Standards set forth herein.

A. Aviation Uses: The uses allowed on the Airport property are primarily aviation uses. These consist of any activity or service which is involved, makes possible, or is required for the operation of aircraft) or contributes to or is required for the safety of such operations. "Aeronautical uses" include, but are not limited to charter operations, pilot training, aircraft rental and sightseeing, aerial photography, aerial advertising, aerial surveying, air carrier operations, aircraft sales and servicing, and sale of aviation petroleum products, whether or not conducted in conjunction with other included activities which have a direct relationship to the operation of aircraft. Permitted aviation uses at Republic Airport include but are not limited to the following:

- 1) Runways, taxiways, aircraft parking aprons, and any and all facilities incidental to the operation of same.
- 2) Fixed Base Operators shall mean a person or persons subject to the provision of a lease engaging in an authorized multiple number of aeronautical activities.
- 3) Aeronautical Specialty Shops, including, but not necessarily limited to the following:
 - (a) Aircraft radio and accessories shops
 - (b) Aircraft instrument and accessories shops
 - (c) Flight Schools
 - (d) Aircraft maintenance shops
 - (e) Aircraft sales Operators
 - (f) Aircraft parts wholesalers
 - (g) Aircraft upholstery shop and/or aircraft painting shops
- 4) Aircraft hangars, including hangars known as "T" hangars.

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(a) Aircraft shall not access taxiways directly from hangars unless a staging area or aircraft parking apron is provided adjacent to the hangar. Such facilities shall not obstruct Runway Protection Zones, and shall, as a minimum, be in sizes equal to or greater than the size of the longest hangar servicing the staging/apron area.

5) Office/hangar buildings incidental to aviation activity.

B. Compatible Non-Aviation Uses The following uses are permitted on all parcels, including the property north of Conklin Street, which are now or hereafter identified on the Airport Layout Plan for compatible non-aviation development.

1) Business and professional offices.

2) Research and development laboratories and offices not involving hazardous, flammable, toxic, odorous, or volatile materials.

3) Federal and State offices and uses incidental thereto.

4) Manufacturing and processing, including but not limited to:

(a) Electronic assembly.

(b) Electronic component manufacture.

(c) Instrument manufacture.

5) Restaurant.

6) Hotel and/or convention center.

7) Banks and rental offices.

8) Airline reservations, communications, travel agency activities.

9) Research, educational, medical, and development activities.

10) Other uses as may be approved by the Department.

4.02 "Prohibited Uses:" The following uses shall not be permitted on any aviation or compatible non-aviation Lot at any time:

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residential; retail commercial unless incidental to a permitted use; trailer courts; labor camps; junkyards; mining and quarrying; dumping; disposal, incineration, or handling and/or processing of garbage, sewage, offal, dead animals, or refuse; fat rendering, stockyards, or slaughtering of animals, smelting of iron, tin, zinc or other ores; and large animal raising.

4.03 "Approval of Uses:" Certain uses may neither be specifically prohibited nor specifically permitted in these Standards. In these cases, approval, in writing, of the use must be obtained from the Department prior to approval of plans and specifications for construction of the facility.

4.04 "Performance Standards:" No Lots shall be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions that may affect any other Lots, including, but not limited to:

- 1) Hazardous activities.
- 2) Vibration or shock.
- 3) Noise.
- 4) Smoke, dust, odor, or other forms of air pollution.
- 5) Heat or glare.
- 6) Electronic or radio interference.
- 7) Illumination.
- 8) Liquid or solid refuse or waste.
- 9) Other substances, conditions, or elements in such amount as to affect the surrounding area or adjoining premises.

- A. Hazardous Activities: No use may be made of land or water within the Airport in such a manner as to create electrical interference with navigational signals or radio communication between the Airport and aircraft, cause difficulty for pilots to distinguish between Airport lights and others, result in glare in the eyes of pilots using the Airport, impair visibility in the vicinity of the Airport, attract bird activity, or otherwise in any way endanger or interfere with the landing, takeoff, or maneuvering of aircraft intending to use the Airport; nor, shall any activity be conducted on any Parcel which may be or may become hazardous to public health and safety. No illegal activity shall be permitted.

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- B. Vibration or Shock: No vibration or shock perceptible to a person of normal sensibilities shall be permitted to extend beyond the property line of any lot.
- C. Noise: Noise levels generated in those areas of the Airport which have been identified on the Airport Layout Plan for both aviation and compatible non-aviation uses result primarily from aircraft operations. Noise levels are represented as Ldn lines on the Airport Noise Contour Map, which is updated annually. Land use compatibility guidelines are contained in the Airport FAR Part 150 Study. These guidelines will be used in conjunction with the Noise Contour Map in determining permitted uses for aviation and compatible non-aviation Parcels.
- 1) Noise from non-aviation sources, except for the operation of motor vehicles or other transportation equipment to, from, and on a parcel as incidental to the use thereof, and except for the temporary use of construction vehicles and/or equipment during the construction of improvements thereon, shall be permitted to extend beyond the property line of any lot if it is objectionable to a person of normal sensibilities.
 - 2) The testing of aircraft engines or other engines on any Lot shall be in strict compliance with applicable Airport Rules and Regulations governing location and noise, as the same may be amended from time to time.
- D. Air Pollution: Except for the operation of aircraft and motor vehicles to, from, and on a Lot as incidental to the use thereof, the following requirements shall apply:
- 1) Any use producing smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmospheric pollutant shall be conducted within a completely enclosed Building.
 - 2) Any use producing atmospheric emissions shall comply with the Standards established by any federal, state, or other governmental authorities now or hereafter created that may have jurisdiction.
 - 3) The emission of odors that are detectable at any point beyond the property line of any Lot or Lots shall not be permitted.

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- E. Dust Control: All ground areas not covered by structures shall be landscaped or surfaced with concrete, asphaltic concrete, asphalt oil, or other comparable dust-free surfacing; shall be maintained in good condition, free of weeds, dust, trash, and other debris; and shall be properly drained and graded. Such development shall be accomplished before issuance of a certificate of occupancy.
- F. Heat or Glare: Any operation producing intense glare or heat shall be performed in an enclosed or screened area so that the glare or heat emitted will not be perceptible at any Parcel Boundary Line of the Parcel where they originate.
- G. Electronic or Radio Interference: No electrical, electronic, or radio emissions shall be produced that will interfere, obstruct, or adversely affect the operation of air navigation aids and Airport communications.
- H. Illumination:

The design, location, and installation of exterior lighting shall be subject to approval and shall comply in all respects to the requirements of any Federal, State, and other governmental body having applicable jurisdiction with respect to height, type, and placement of lighting standards including how they may affect the safety of flight operations into, from, and around the Airport.
- I. Trash: No refuse or trash shall be kept, stored, or allowed to accumulate on any Lot.
- J. Sewage Disposal Systems: No cesspool, septic tank, or other sewage disposal system or device shall be installed, maintained, or used on any Lot without the approval of the Department.

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SECTION 5 - REGULATION OF IMPROVEMENTS

5.01 Minimum Setback Lines: No Building or any part thereof shall hereafter be erected, altered, or placed on any Lot closer to a property line than hereby described. In the event of a conflict between the setback requirements prescribed herein and those established by the FAA in Advisory Circular 150/5300-13, Airport Design Standards, the requirements of the latter shall govern.

- A. Front Setback: The required front yard setback shall be not less than forty-five (45) feet measured from the front property line (after widening, if any, of the abutting streets) to the front of the Building. The front yard shall be suitably sodded, shrubbed, landscaped, and neatly maintained in accordance with Paragraph 5.03 and Attachment A of these Standards. There shall be no parking permitted in the front yard of any Lot except as may be authorized in writing by the Department.
- B. Side Setbacks: Two side yards are required. The total of the widths of both side yards shall be not less than sixty (60) feet and neither side yard shall be less than ten (10) feet wide. No primary structures shall be erected within thirty (30) feet of an adjoining primary structure on an abutting Lot. There shall be a landscaped area with a minimum depth of ten (10) feet running along the entire side of each property line. The landscaped area shall be suitably shrubbed, landscaped, and neatly maintained in accordance with the requirements of Paragraph 5.03 and Attachment A of these Standards.
- C. Rear Setback: The Rear Setback shall be not less than thirty (30) feet measured from the rear property line to the rear of the Building. There shall be a landscaped area with, a minimum depth of ten (10) feet running along the entire rear property line. The landscaped area shall be sodded and neatly maintained.

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- D. Exclusions From Setback Requirements: The following structures or improvements are generally excluded from the Setback requirements except in those cases where the Standards established in FAA Advisory Circular 150/5300-13 shall apply:
- (1) Roof overhang.
 - (2) Steps and walks.
 - (3) Paving and associated curbing.
 - (4) Landscaping.
 - (5) Planters.
 - (6) Railroad spur tracks, switches, and bumpers.

 - (7) Approved signs identifying the Tenant.

5.02 Excavation:

- A. General: No excavation shall be made by a Tenant unless the excavation is directly related to the construction of an Improvement that has received Department approval. When construction is complete, all disturbed ground shall be filled or graded and shall be landscaped in accordance with and conform to the Airport Landscaping Standards.
- B. Cut and Fill: The Department or any authorized agent thereof may, at any time, make such cuts and fills on any Lot and do such grading and moving of earth as, in its judgement, may be necessary to improve or maintain the Streets in or adjacent to any Lot and to drain surface waters therefrom; provided that after the principal structure on a Lot shall have been completed in accordance with approved plans, the rights of the Department under this paragraph 5.02 shall terminate with respect to such Lot, except that the Department shall thereafter have the right to maintain existing Streets and drainage structures.

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5.03 Landscaping:

- A. A minimum of thirty percent (30%) of Lot shall be landscaped in accordance with a plan approved by the Department. The required landscaped front, side, and rear yards set forth in Paragraph 5.01 of these Standards may be included in the computation of this percentage of required landscaping. All approved landscaping shall be installed within ninety (90) days after notice of completion and occupancy of the first Building to be constructed on a Lot.
- B. The landscape plan shall include information regarding the type of sodding; type of trees, hedges and shrubs; and other information regarding all customary landscape treatment which shall be in compliance with Attachment A of these Standards. The plan may not be altered, amended, or revised without the prior written approval of the Department.
- C. It is the intent of the Department to obtain high quality landscaping throughout the Airport Property. If, in the sole and final judgement of the Department, a lessee should fail to maintain landscaping consistent with its Landscape Standards, it may, at its option, do such maintenance work as it deems advisable, and the actual cost of labor and materials multiplied by 1.25 shall be added to the next monthly rental payment of lessee as an additional charge.
- D. Automatic sprinkler devices shall be provided and maintained in working order by lessee unless an alternate method for watering/irrigating plant materials is approved in writing by the Department. Complete sprinkler plans, as appropriate, will be prepared and submitted to the Department at the same time as other required plans and specifications.

5.04 Signs: All signs shall comply with the regulations of any federal, state, local or other governmental authorities now or hereafter created that may have jurisdiction. Department will set forth architectural guidelines for signs and advertising in greater detail in a separate technical document. However, the following general conditions shall govern signs and advertising.

- A. No signs or other advertising devices of any character shall be erected, pasted, posted, painted, displayed, or otherwise made visible on any part of a Building or Lot without the prior written approval of the Department.

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- B. Signs shall be limited solely to those that identify the name and type of business of the Tenant. Signs advertising products or services or containing other than direct sales information shall be discouraged and subject to the written approval of the Department.
- C. The Department may install any signs it deems necessary throughout the Airport.
- D. The size of signs shall be in direct proportion to the size of the Building. No signs shall obstruct the vision of automatic traffic.
- E. No advertising media or device such as flashing or rotating devices, phonographs, radios, public address systems, sound production or reproduction devices shall be permitted without the written approval of the Department.
- F. All signs and advertising devices that are installed shall be properly maintained, and the Department shall have the right to require the removal of any sign or device not maintained to the Department's satisfaction.
- G. No signs or advertising shall be mounted directly or painted on the exterior roof or face of any Building, nor shall the height of any sign be greater than twelve (12) feet above the average grade elevation of a Lot without the written approval of the Department.
- H. The Tenant shall have the right to install and maintain one or more signs on the leased Parcel identifying it and its operations, provided, however, the subject matter, type, design, size, number, location, and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the written approval of the Department.

5.05 Parking Areas: Adequate off-street parking shall be provided to accommodate the parking requirements of a business within the limits of the Lot. Parking for employees, visitors, and business vehicular traffic shall be provided on the Lot and designated by lines painted on the paved surface. All parking shall be accommodated on a paved surface which shall be designed and constructed to State of New York specifications.

Parking shall not be permitted on the public streets and between the street pavement and property line. If vehicle parking is permitted in the front yard of a Lot, the parking area shall be landscaped in accordance with an approved landscape plan which shall be prepared and submitted by lessee in accordance with these Standards.

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The following minimum number of off-street parking spaces shall be provided and satisfactorily maintained by the Lessee of a Lot for each Building, structure, or premises which shall be hereafter erected, enlarged, or altered for use of any of the following purposes:

- A. Hotels: One (1) space for each guest sleeping room plus three (3) spaces for every four (4) of Tenant's employees on the Parcel during the two workshifts, including the hours from 3 p.m. through 10 p.m. on Fridays through Mondays.
- B. Professional Offices, including business, government, general offices, banks, etc.: One space for each one-hundred fifty (150) square feet of gross floor area. For medical or other similar professional offices, there shall also be required one (1) space for each professional and staff employee.
- C. Manufacturing establishments, wholesale distribution centers, warehouses, etc.: One space for each seven hundred (700) square feet of gross floor area with a minimum of five (5) parking spaces for each building under this category.
- D. Restaurants: There shall be one (1) parking space for each two (2) stools at a counter area or one (1) space for each three (3) linear feet of counter (whichever is greater); plus one (1) parking space for each two (2) seats at tables; one (1) space for each two (2) employees on the maximum work shift.
- E. Any use not otherwise expressly provided for herein: Shall be determined by the Department during site plan review.
- F. Fractional Spaces: For all uses, whenever any fraction of a space is required, a full space shall be provided.
- G. Mixed Uses: Where the use of a property shall be mixed, as in the case of a Fixed Base Operator, the parking space required shall be the sum of the requirements for the various activities computed separately.

5.06 Storage and Vehicle Loading Areas: No vehicles, equipment, materials, supplies, or products shall be stored or permitted to remain on any Parcel or Lot outside a Building unless such storage is suitably shielded from public view by an appropriate screen compatible with the design of the Building. Said screen shall be subject to the approval of the Department.

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All provisions for loading and maneuvering of vehicles incidental to the operation of the business shall be placed at the rear; except that loading may be permitted at the side of a Building if it is completely screened from view from an adjoining Lot or public view or both. All such screening shall be compatible with the design of the Building and subject to the approval of the Department.

5.07 Building Heights: Building heights, including any building equipment, penthouse, extrusions, etc., shall be limited to the height requirements established in Part 77 of the Federal Air Regulations or successor regulations for the Airport.

5.08 Building Coverage: The maximum Building area shall not exceed forty-two percent (42%) of the total Lot area; and the maximum impervious area (building plus paved area) shall not exceed seventy percent (70%).

5.09 Building Regulations:

- A. State Zoning Code: The State of New York Building Code, as amended, shall apply except that in the event of a conflict between the State code and these Standards, the more stringent requirement shall apply.
- B. FAA Regulations: All construction must comply with applicable codes and the rules and regulations of the FAA.
- C. Final Approval By Department: Final approval of the compatibility of any Improvement with the overall architectural character of the Airport shall remain with the Department. Construction shall not commence before the Department has granted final approval.

5.10 Type of Construction:

- A. Building Materials: All Buildings shall be framed with reinforced concrete or masonry, structural steel, or structural aluminum. Siding shall be masonry, concrete, or glass. Porcelain, enameled steel or anodized aluminum may be used upon approval of the Department based upon the favorable recommendation of the Architectural Review Committee. Concrete, masonry, and metal siding shall be kept neatly painted, if used. State-of-the-art changes in types of construction may be permitted from time to time only upon the express condition that any such change be consistent with the intent of these Standards and that any such change receives written approval of the Department.

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- B. Roof Screening: All heating and cooling towers, equipment, etc., placed on the roofs of Buildings shall be screened or enclosed from view so that they are architecturally compatible with the main portion of the Building and cannot be seen from any point within two hundred fifty (250) feet of the Building at an eye level of six (6) feet above the curblineline.
- C. Accessory Buildings, Enclosures, and Fences: Accessory Buildings, enclosures, and fences shall enhance the design of and be of the same quality of materials as the Buildings they serve. Fences shall not encroach in the area designated as the front yard. No fence shall exceed ten (10) feet in height unless specifically authorized in writing by the Department.
- D. Approval by the Department: The type of Building and all appurtenances thereto shall be subject to the written approval of the Department.

5.11 Pipes:

No water pipe, gas pipe, sewer pipe, or drainage pipe (other than those within structures) shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation or similar purposes.

SECTION 6 - SUBMISSION OF PLANS FOR IMPROVEMENTS

6.01 Submission of Plans:

No improvements of any kind shall hereafter be erected, altered, placed, assembled, or permitted to remain on a parcel until plans prepared by an architect and/or engineer licensed to practice in the State of New York showing the type of use, location, size, and architectural and engineering design of same have been approved by the Department. Plans must be submitted in triplicate. All three (3) copies will be retained by the Department. It is the Tenant's responsibility to ensure that the Department is made aware of all changes, corrections, and alterations. Only plans stamped "Approved" by the Department will be used by the Tenant's contractors. The Department and the Tenant shall jointly determine a reasonable time schedule in which final plans and specifications shall be submitted and construction of facilities shall be completed.

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The following plans shall be required for submission to the Department within the agreed upon time schedule.

- A. Topographic, Grading, Drainage, Utility, and Plot Plans:
- 1) Topographic, grading, drainage, and utility plans showing one (1) foot contour intervals and spot elevations referenced to the Airport datum.
 - 2) A plot plan at a scale not smaller than one (1) inch equals twenty (20) feet showing the relationship of the proposed improvements on the Lot (s) to the improvements on the adjacent Lots and to the utilities and street(s).
- B. Floor Plan: Plans submitted to the Department for approval shall include preliminary plans and specifications of all proposed improvements in sufficient detail to determine if the plans are in compliance with these Development Standards. The plans and specifications may be manufacturer's standards plans, if sufficient. Plans shall be of a suitable scale, but in no event smaller than one-sixteenth (1/16) inch equals one (1) foot.
- C. Ground Cover Plans: Ground cover plans, including landscaping, shall incorporate, at a minimum, the Department's general landscaping and paving requirements for the Lot(s).
- D. Renderings: An accurate architectural perspective rendering of the proposed improvements including the proposed exterior color schemes, style, materials, and design, wording, and placement of all signs proposed, shall be prepared. Said rendering shall provide an accurate representation of the proposed improvement(s).
- E. Materials and Color Samples: Samples, no smaller than one (1) foot square, of all materials or paint, or both, or other coating colors to be used on the exterior of all improvements that are visible from any point on any Lot line. The Department reserves the right through its authorized agent to approve all said materials or colors, or both, and further reserves the right to suggest alternative materials or colors, or both, that, in the sole opinion of the Department, shall be determined to be more compatible with the Department's objectives for the overall aesthetic character and quality of Improvements on the Airport.

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- F. Other Plans: Any other plans, specifications, or design features that the Department may deem necessary and request.

6.02 Form and Content Of Plans:

The Department may promulgate rules governing the form and content of plans to be submitted for its approval and may issue statements of policy with respect to approval or disapproval of architectural styles, details, or other matters pertaining to the plans.

Such rules and such statements of policy may be amended or revoked by the Department at any time, and no inclusion in, omission from, or amendment of any such rule shall be deemed to bind the Department to its approval or to waive the exercise of the Department's discretion as to any such matter.

6.03 Codes and Regulations:

All Improvements shall be planned and constructed in accordance with the rules and regulations established by the Department, the laws and regulations of the State, applicable State building codes, and the rules and regulations of the FAA, where applicable.

6.04 Review of Plans:

Plans and specifications for proposed Improvements submitted to the Department for approval by its authorized agent shall be reviewed by the Airport Architectural Review Committee as established by the Department.

The Airport Architectural Review Committee shall submit in writing to the Department its recommendation with respect to the plans and specifications of the proposed Improvements within thirty (30) working days of the original date of submission to the Department.

The Department, or its operating agent, shall be responsible for inspecting and continuous monitoring of construction, signs, installation of landscaping, and review of the as-built plans.

6.05 Basis for Approval by the Department:

Approval by the Department shall be based on the adequacy of site dimensions and on the general conformity of the plans and specifications to the intent of these Standards. The Department shall not withhold approval of properly submitted plans and specifications without written explanation.

REPUBLIC AIRPORT PERFORMANCE AND DEVELOPMENT STANDARDS

Approval of any plans or specifications for use on any one Lot shall not be deemed a waiver of the discretionary right of the Department to disapprove the same plans or specifications if such plans or specifications are subsequently submitted for approval for use on any other Lot or lots.

6.06 Failure To Approve:

If the Department fails to rule on plans and specifications within forty-five (45) working days after the same have been submitted and prepared in accordance with these Standards, it shall provide written explanation of the reasons for such delay.

6.07 Commitment To Construct:

Upon approval by the Department of plans for construction of any structure, a copy of the approved plans shall be deposited for permanent record with the Department and a copy of such plans bearing the written approval of the Department shall be returned to the Tenant of the Lot(s) on which such structure is or will be placed.

Approval of these plans by the Department shall constitute a commitment on the part of the Tenant to erect and maintain the Improvements as proposed and approved within the time schedule established in Paragraph 6.01.

6.08 Construction Within Time Schedule Specified:

Any approved construction shall be prosecuted diligently in accordance with the approved plans and specifications and shall be completed within the specified time schedule. Failure to complete such work in the specified time schedule shall cause such approval to be automatically withdrawn unless the Department or its authorized agent grants written extension of such approval. After such automatic withdrawal of approval, the Tenant will be considered in default of its lease for such Lot(s), and the Department may terminate such lease in accordance with the provisions in that document.

6.09 Plans For Alterations In Improvements:

All plans for alterations to the leased Lot(s), either for the construction of additional facilities or alterations to existing Buildings, shall be prepared, submitted, and approved as outlined in Paragraphs 6.01 through 6.09 and shall be subject to the same restrictions as herein provided. This paragraph shall apply only to exterior or structural changes; alterations to the interior of Buildings shall not be considered unless they violate the NYS Building Code or the Uniform Fire Protection and National Electrical Code.

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6.10 Fees:

The Department shall charge and collect a reasonable administrative fee for architectural review and other reviews of plans submitted for approval. Such plans could relate to initial development or alterations to existing development. The fee shall be payable at the time such plans are submitted.

The amount of such fee shall not exceed the actual cost of the Department of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith.

6.11 As Built Drawings:

Three (3) complete sets of As Built Drawings will be submitted to the Department or its authorized Agent within 120 days of completing the construction.

SECTION 7 - ENFORCEMENT

7.01 Construction Without Approval:

If any structure shall be erected, placed, altered, or maintained on any Lot other than in accordance with plans and specifications approved by the Department such erections, alterations, and maintenance shall be deemed to have been undertaken without the approval required herein. This restriction shall be applicable to landscaping and signage as well as to structures.

In the event of such construction without approval, the Department may require the removal of such unauthorized construction, the Tenant will be considered in default of the lease for such Lot, and the Department may terminate the lease in accordance with the provisions set forth in that document.

7.02 Abatement and Approval:

If the Department determines that its standards are being violated by any Tenant on a Lot or Lots, the Department shall have the right enter the Lot(s) of such Tenant to determine the exact cause, effect a cure, and abate or remove the violation from the Lot(s). All expenses incurred in this action shall be payable by the Tenant of the facility in which the violation occurred.

REPUBLIC AIRPORT PERFORMANCE AND DEVELOPMENT STANDARDS

7.03 Attorney's Fees:

In any legal proceeding for the enforcement of these Standards, or prevention of a violation of these Standards or any part hereof, the party against whom judgement is rendered shall bear the reasonable expense of attorney's fees of the prevailing party in the amount to be specified by the Court.

7.04 Right of Entry and Inspection:

The Department, at any reasonable time and without notice, may enter on and inspect any Lot to ascertain whether the maintenance of such Lot, Improvements under construction, or alteration of structures thereon are in compliance with the provisions hereof.

7.05 Failure to Enforce a Standard:

The Department may fail to enforce any Standard herein specified on any Tenant on a Lot or Lots, but in no event should this be deemed a waiver of these Standards or the right to enforce any Standard.

SECTION 8. MISCELLANEOUS PROVISIONS

8.01 Acceptance by all Tenants:

Every person, firm, or corporation who shall hereafter acquire any right, title, or interest in any Lot(s) or Buildings or portions thereof shall have consented and agreed to every covenant and restriction herein contained or implied even though these Standards may not have been made reference to or part of the documents received as a part of leasing a Lot or Building or any portion thereof.

8.02 Housekeeping:

If accumulations of weeds, rubbish, or items of equipment or supplies are permitted to remain on a Lot more than ten (10) days after a request in writing from the Department to have them removed, the Department may enter on any Lot to remove same by whatever means it deems necessary. Such entry shall not be deemed a trespass, and the Department shall not be subject to any liability therefor. The cost of such works shall be borne by the Tenant.

REPUBLIC AIRPORT PERFORMANCE AND DEVELOPMENT STANDARDS

8.03 Maintenance of Landscaping:

The Department shall be the sole judge of the quality of maintenance of the landscaping. If landscaping areas are not maintained in accordance with the standards in the lease and those in these Standards and the condition is not corrected within ten (10) days after written notice from the Department, the Department shall have the right to enter on any of the Lot(s) leased and plant or replant such areas. The costs therefor, as determined by the Department, shall be paid by the Tenant.

8.04 Sidewalks Prohibited:

The construction of sidewalks is prohibited except (1) between on-site parking areas and the buildings they serve, and (2) between buildings involved in a single activity for a single Tenant. Any sidewalks to be constructed in said areas shall be depicted on the plot plans and shall be subject to the approval of the Department.

8.05 Use Permits:

Such use and occupancy permits as may be required by the Department shall be maintained in force at all times.

SCHEDULE A

The Lessee agrees to indemnify and save and hold harmless the Department, Lockheed Air Terminal of New York, Inc. ("LATNY"), and their respective officers, agents, servants and employees of and from any and all costs, liability, damage and expense, including costs of suit and expenses of legal services claimed or recovered, justly or unjustly, falsely, fraudulently or frivolously, by any person, firm or corporation by reason of injury to, or death of, any person or persons, including Department personnel and damage to, destruction or loss of use of any and all property, including Department property, arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sublessees or tenants. In any case in which such indemnification would violate Sections 5-321 or 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Department, its officers, employees or agents for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Department, its officers, employees or agents. Upon the filing with the Department by anyone of a claim for damages arising out of incidents for which the Lessee herein agrees to indemnify and hold the Department and/or LATNY harmless, the Department and/or LATNY, as the case may be, shall notify the

Lessee of such claim and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim on behalf of the Lessee and on behalf of the Department and/or LATNY. It is specifically agreed, however, that the Department and/or LATNY, at their respective cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the Department and/or LATNY for any cause for which the Lessee is liable hereunder shall be conclusive against the Lessee as to liability and amount upon the expiration of the time for appeal of such judgment. Lessee shall, at its own cost and expense, take out and maintain such insurance for the Term of this Agreement as the Lessee is required under the Workers' Compensation Act; and also take out and maintain such public liability as will protect the Lessee, the Department and its Contractors (including LATNY) from any claims for damage to persons, property, etc., arising out of, occurring or caused by operations under this Agreement by the Lessee or otherwise arising out of this Agreement. The policy will provide the amounts of insurance specified in this Schedule A. Upon execution of this Agreement, certificates of insurance in a form acceptable to the Department shall be submitted to the Department. Each certificate shall have endorsed thereon:

A clause naming New York State, its Department of Transportation and its Contractor Lockheed Air Terminal of New York, Inc. as an additional insured under the policies.

A clause stating that no cancellation or change in the policy shall become effective until after thirty (30) days notice by registered mail to the Airport Manager, Republic Airport, Administration Building, Room 216, East Farmingdale, NY. 11735.

Upon failure of Lessee to furnish, deliver and maintain such insurance as above provided, the Department may obtain such insurance and charge Lessee as additional rental, the cost of the insurance plus all appropriate administrative charges and incidental expenses associated with the transaction. Failure of Lessee to take out and/or maintain, or the taking out and/or maintenance of any required insurance shall not relieve Lessee from any liability under this Agreement, nor shall the minimum insurance requirements be construed to conflict with the obligations of Lessee concerning indemnification.

All insurance must be in effect and so continue during the life of this Agreement in not less than the following amounts:

A. Workers' Compensation Unlimited - Statutory - in compliance with the Compensation Law of the State of New York.

B. General Liability Insurance with a maximum combined single limit of \$_____per occurrence. This insurance shall indicate on the Certificate(s) of Insurance the following coverages:

- Comprehensive General Liability
- Premises/Operations
- Contractual Liability
- Independent Contractors
- Products and Completed Operations
- Broad Form Property Damage
- Personal Injury

C. Disability Benefits: The Contractor shall provide proof of compliance with the Disability Benefits Law.

D. Auto Liability (single limit or occurrence)

\$_____

Owned, Non-owned and Hired

Location of operation shall be "All locations in Suffolk County, New York".

Nothing herein contained shall prevent the Lessee from taking out any other insurance for protection of its interest which it deems advisable or necessary.

ATTACHMENT A

REPUBLIC AIRPORT PERFORMANCE AND
DEVELOPMENT STANDARDS

LANDSCAPE STANDARDS

New York State
Department of Transportation

REPUBLIC AIRPORT

ATTACHMENT A

June 1, 1990

REPUBLIC AIRPORT

PERFORMANCE AND DEVELOPMENT STANDARDS

Landscape Standards

1. Erosion Control- The Developer shall indicate the method of erosion control that will be used during construction to minimize sediment run-off from the site.
 - a) Temporary sedimentation basins shall be utilized to entrap sediment while allowing storm water to be detained with gradual run-off. Utilization of earth berms, hay bales, diversion swales, etc., shall be used with entrapped silt periodically removed from the site as necessary. The Developer is responsible for any material that leaves the site which shall be removed at his expense. Remove sedimentation basins at completion of construction after lawn turf has been established.
 - b) Disturbed areas that shall be seeded will be seeded and mulched with hay as soon as practical to inhibit erosion. Slopes that remain unfinished for more than 45 days shall be temporarily seeded and mulched with annual rye and hay to sustain temporary vegetation cover.
2. Landscape Plan - The Developer shall prepare and submit for approval a landscape plan indicating wooded areas to remain, rock out crops, existing large trees (12" DBH and larger) to be saved and the layout of new trees and shrubs to be planted as part of the project.
 - a) Provide a plant list indicating common name, botanical name, size and quantity of trees and shrubs to be planted.
 - b) Provide details of tree and shrub planting, staking and mulching.
3. Material -
 - a) Manure - Well rotted. unleached, stable or cattle manure, free from harmful chemicals. Processed or hydrated manure may be used (Bovung or equal).

- b) Mulch - Wood chips or bark nuggets (pine or redwood) as approved or equal. A three (3) inch layer of mulch shall be uniformly placed in the area of all plant pits and planting beds.
- c) Fertilizer - Fertilizer for mulch shall be granular, commercial fertilizer with a minimum of 25% of the nitrogen derived from an organic source and 25% for synthetic urea (10-6-4). Fertilizer for all plants shall be 7-40-6 and triple superphosphate 0-46-0 with a minimum of 44% phosphoric acid.

4. Preparation -

- a) Prior to excavation of tree pits, shrubs or ground cover beds, or driving of stakes or placing of deadment, the Contractor shall ascertain the locations of all underground structures and utilities and take precautions to prevent damage to them.
- b) Size of tree pits to be the plant material ball plus 24 inch in width and 6 inch deeper than the ball depth.
- c) All shrub beds shall be excavated to a depth of 18 inches over entire area and ground cover beds 12 inches.
- d) Apply Hubbard-Hall "Simazine" weed inhibitor or "Preem" weed inhibitor (or equal) to all ground cover beds and juniper beds strictly according to manufacturer's instructions.
- e) Extreme caution shall be used to prevent weed inhibitor from washing or running into seeded areas.
- f) All plants shall be Nursery grown.
- g) All plants shall be B & B or P.G. unless otherwise specified.

5. Planting -

- a) Planting Season (Unless Otherwise Approved) Spring: April 10 to May 2 Fall: October 1 to November 15 - For Deciduous Trees. August 20 to October 10 - For Coniferous Trees.
- b) Preparations for planting may begin earlier than specified season, provided the staking of the plant locations has been completed and approved and the ground is not in a frozen or excessively moist condition. Planting work may continue beyond the

specified time if so approved by the Architect, following the Architect's directions for post-season planting.

- c) Planting shall be done in approved fashion by competent and experienced plantsmen.
- d) Prune plants according to practices only upon completion of the work under this contract and repair all injuries. Prune in such a manner as not to change the natural habit or shape of the plant. Coat cut branches with an approved tree paint or shellac.
- e) Obstructions below ground or overhead: Where such conditions are encountered in excavation of planting areas and where the stones, boulders or other obstructions cannot be broken and removed by hand methods and where trees to be planted are found to be under overhead wires other locations for the planting may be designated by the Architect.
- f) Mix topsoil backfill for shrubs and tree pits, planting and ground cover beds with one part of peat and one part of manure to five parts of topsoil and with three pounds 10-20-10 commercial fertilizer per cubic yard or as recommended by the soil analysis.
- g) Setting Plants: Plant to such depth that the finished grade level at the plant after settlement will be the same as that at which the plant was grown. When the pit is nearly filled with topsoil mixture, add water as necessary and allow it to soak away. Fill the hole to finished grade and form a shallow saucer around each plant. All plants shall be thoroughly puddled and tamped in an approved manner on completing planting.
- h) Care of Planting: Plants shall be watered between April 1 and October 1. Each watering shall provide fifteen (15) gallons of water per square yard (3" layer of water). All mulched areas shall be maintained grass and weed free.

6. Staking and Wrapping

- a) Support trees immediately after planting. Staking and wrapping shall be by approved methods or as directed by the Architect.
- b) The trunk of all trees shall be staked with two 8 foot cedar stakes equally spaced about the tree, set vertically and securely fastened. Trees to be guyed with two strands of wire per stake, which shall run through rubber hose at the tree and be twisted tight.

- c) Friction guards for wire shall be 2 ply fabric bearing rubber hose, not less than 1 inch in diameter or equal. Wrapping materials shall be first quality 6 inch burlap at least 8 ounce in weight and waterproof Sisal-Kraft paper, or equal, 4 inch in width and of suitable strength.
- d) Guy wire shall be pliable #10 guage, galvanized, annealed steel wire.

7. Finished planting areas shall be cultivated, raked and kept in an orderly condition. Cover tightly all pits and beds with a layer of peat moss 2 inches deep and mix thoroughly in the upper 3 inches of soil prior to placing of mulch.

8. RATES:

Seed Rate - 85 pounds of pure live seed per acre

Fertilizer- 1,000 pounds per acre

Lime - One (1) ton per acre

Mulch - Mulch shall be evenly placed of sufficient thickness to completely hide the soil from view at a minimum rate of approximately two (2) tons per acre.

Seeding Season: Shall be from March 15 to May 1 and from August 15 to October 1, unless otherwise directed.

9. Maintenance and Acceptance - Maintenance shall begin immediately after each plant is planted and continue until final acceptance. Maintenance includes watering, weeding, cultivating, spraying, tightening and repairing of guys and stakes, removal of dead materials, pruning, resetting plants to proper grades in upright position, restoration of the plant saucer, and other necessary operations.

Protect lawn areas during and after planting, any damage resulting from planting operations shall be repaired promptly at the Contractor's expense.

10. Guarantee - Plants shall be guaranteed for a maximum of one year, and shall be alive and in satisfactory growth at the end of guarantee period. Dead plants at the end of the guarantee period shall be replaced. Species and size shall be equal to the original planting.

Prior to the conclusion of the "Period of Establishment" (one year guarantee) the outer portions of the plant pit saucers and all other disturbed areas shall have established turf cover as judged suitable by the architect engineer.

11. Recommended Plant Species and Size

- a) Plant material shall consist of a mixture of evergreen and deciduous trees and shrubs to enhance the building setting. A mixture of shade trees, pine, hemlock and/or spruce is encouraged in setback areas to create a naturalized stand of woods rather than a formal line of trees or hedgerow. Steep areas shall be covered with ground cover where mowing is impractical.
- b) Shrubs shall be a minimum size of 2'-2 1/2' width spreading type varieties. Evergreen trees shall be a minimum height of 8'-10'. Ornamental trees shall be a minimum height of 8'-9'. Deciduous shade trees shall be minimum size of 3'-3 1/2'.
- c) Ground cover beds shall be treated with approved weed inhibitor.
- d) Shade trees shall have lower branches removed at a height of no less than 10 ft. or no greater than 12 ft.
- e) The following plant varieties are recommended with other varieties subject to review based on location, habit of growth and hardiness.

Shrubs - Evergreen

- a) Yew in variety
- b) Hetzi & Pfitzers juniper
- c) Andora, Sargent & Bar Harbor juniper
- d) Hybrid Rhododendron in variety (not red)
- e) Carolina Rhododendron
- f) Rosebay Rhododendron
- g) Holly (Ilex crenata varieties)
- h) Mountain Laurel
- i) Leucothoe
- j) Japanese Andromeda
- k) Azelea in variety
- l) Glossy Abelia
- m) Juniper chinensis Sargentii

Shrubs - Deciduous

- a) Lilac
- b) Forsythia
- c) Mockorange
- d) Spirea in variety
- e) Cotoneaster in variety
- f) Red stem & Yellow twig dogwood
- g) Euonymus
- h) Viburnum in variety
- i) Firethorn
- j) Coneliam Cherry

k) Regel Privet

Ornamental Trees

- a) European White Birch
- b) American Beauty Crabapple
- c) Washington Hawthorn
- d) Dogwood, Pink, White
- e) Japanese Dogwood
- f) Amur maple
- g) Shadblow
- h) Saucer Magnolia
- i) Flowering cherry in variety
- j) Siberian Crabapple
- k) Flowering Dogwood
- l) Red Flowering Dogwood

Shade Trees - Deciduous

- a) Sugar Maple
- b) Red Maple
- d) Red Oak
- e) Pin Oak
- f) Thornless Locust in variety
- g) European Beech
- h) London Plane
- i) Sweetgum
- j) Linden in variety
- k) Glory Red Sunset or
Autumn Flame Red Maple
- l) Schwedler Maple

Trees - Evergreen

- a) White Pine
- b) Austrian Pine
- c) White Spruce
- d) Norway Spruce
- e) Blue Spruce
- f) Eastern Hemlock
- g) Douglas Fir
- h) Balsam Fir
- i) Japanese Black Pine
- j) Canadian Hemlock

Ground Cover

- a) Pachysandra
- b) Purple leaf winter creeper
- c) Myrtle
- d) Baltic ivy
- e) Hall's honeysuckle