

## APPENDIX G

### Required Documentation from General Aviation Airport Sponsors Proposing New Access

#### Required Documentation:

1. Updated ALP
2. (Draft) Access Agreement(s)
3. Access Agreement Review Sheet(s)

#### Revised ALP

Prior to submitting an ALP proposing a new access point(s), the sponsor must review their ALP to ensure:

- The proposed access point(s) do not conflict with current or planned development.
- The location of the proposed home(s) does not conflict with current or planned development.
- Adequate areas to accommodate forecasted growth are identified.

#### Access Agreement Review Sheet

##### Documentation:

Provide copies of the (draft) written access agreement(s) between the sponsor and residential through-the-fence user(s) or association(s) representing residential through-the-fence users. If the same agreement will be used with multiple residents, the sponsor is only required to submit one copy of the (draft) agreement with an explanation noting the number of residences to which it will apply. Identify the page number or paragraph which documents the following:

1. The residential through-the-fence user pays airport access charges that are comparable to tenants and operators on-airport making similar use of the airport.

Page number or paragraph: \_\_\_\_\_

If this page or paragraph does not define tenants and operators on-airport making similar use of the airport, explain how the airport sponsor defines this term and the fee/rate structure charged to these tenants.

If this page or paragraph does not include an escalation clause, explain if the fees/rates charged to the residential through-the-fence user increase on the same schedule as the fees/rates for tenants and operators on-airport making similar use of the airport.

If the two fee schedules do not transparently appear to be equivalent, explain the rationale used by the airport sponsor to make such determination.

2. Residential through-the-fence users bear the cost of building and maintaining the infrastructure the airport sponsor determines is necessary to provide aircraft located on the adjacent property to or near the airport access to the airfield of the airport.

Page number or paragraph: \_\_\_\_\_

3. The residential through-the-fence user is prohibited from using their property, or permitting any third party, for any commercial aeronautical purpose for the duration of the access agreement.

Page number or paragraph: \_\_\_\_\_

4. Access to the airport from other properties through the property of the residential through-the-fence access agreement holder is prohibited.

Page number or paragraph: \_\_\_\_\_

5. The agreement prohibits the sale of aviation fuels from the property of the residential through-the-fence user.

Page number or paragraph: \_\_\_\_\_

This \_\_\_\_\_ executed with \_\_\_\_\_ residential through-the-fence \_\_\_\_\_.

FAA Recommendations for Draft Residential Through-the-Fence Agreements:

- A subordination clause which acknowledges the residential through-the-fence agreement is subordinate to the airport sponsor's current and future Federal obligations.
- A legal indemnification clause requiring residential through-the-fence user(s) to acknowledge that their property will be affected by aircraft noise and emissions and waiving any right to bring an action against the airport sponsor for operations at the airport.
- A hazard removal clause to ensure the sponsor maintains a mechanism for mitigating (removal, tree trimming, marking, lighting, etc.) potential airport hazards and for stopping construction or establishment of airport hazards. Residential through-the-fence user(s) must be directed to complete and file FAA Form 7460-1, Notice of Proposed Construction or Alteration, and obtain a "no hazard" determination prior to erecting and/or altering any structures on their property.
- A defined term which does not exceed a reasonable airport planning horizon.
- A mechanism which allows the airport sponsor to impose and enforce the safety requirements and airport operating rules on residential through-the-fence user(s).
- Access fees/charges that are comparable to the rates charged to tenants and operators on the airport making similar use of the airport and a mechanism to increase the access fee/charges

on the same schedule used for tenants and operators on the airport making similar use of the airport.

- A provision which prohibits any commercial aeronautical uses, whether offered by the property owner or a third party.
- Avigation easements that permit unobstructed flight through the airspace necessary for takeoff and landing at the airport.