

APPENDIX I

Revised Access Plans: Required Documentation and Supplemental Standards for Commercial Service Airport Sponsors Proposing to Extend/Renew Existing Access

Required Documentation:

1. Copies of draft access agreement(s) and/or governing documents (i.e. agreements; easements; deeds; Covenants, Conditions, and Restrictions, etc.) developed to meet the standard of compliance for existing residential through-the-fence agreements and reflecting the supplemental standards listed below.
2. A current (developed or revised within the last five years) airport master plan.
3. An updated ALP. All access points should be depicted and proposed for FAA's unconditional approval.
4. A revised residential through-the-fence access plan developed to meet the standard of compliance for existing residential through-the-fence access at commercial airports (see Appendix E) and reflecting the supplemental standards listed below.

The following supplemental standards must be addressed in the revised access plan:

- The new access agreement fully complies with the terms and conditions contained in section 136 of P.L. 112-95.
- The term of access does not exceed 20 years.
- Explains how one of the following applies:
 - a) The airport's current master plan (developed or revised within the last five years) identifies adequate areas for growth that are unaffected by the current residential through-the-fence access; or
 - b) The airport sponsor has the legal right to terminate the through-the-fence access agreement to accommodate airport development; or
 - c) The airport sponsor can require its residential through-the-fence user(s) to relocate their access points, at the expense of the user(s), to improve safety on or off the airport to accommodate growth on the airport.
- The revised access agreement allows the airport sponsor to impose and enforce safety requirements and airport operating rules on residential through-the-fence user(s) identical to those imposed on airport tenants and transient users.
- The airport sponsor obtains aviation easements from residential through-the-fence user(s) for overflight, including unobstructed flight through the airspace necessary for takeoff and landing at the airport.
- The access plan explains how residential through-the-fence user(s) acknowledge that their property will be affected by aircraft noise and emissions and that aircraft noise and emissions may change over time.
- The revised access agreement contains a provision in which residential through-the-fence user(s) acknowledge that their property will be affected by aircraft noise and emissions and waives any right to bring an action against the airport sponsor for operations at the airport.
- The revised access agreement requires residential through-the-fence user(s) 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.

- The revised access agreement contains a provision addressing the sponsor's mechanism for mitigating (removal, tree trimming, marking, lighting, etc.) existing airport hazards, and for stopping construction or establishment of future airport hazards, including wildlife attractants.
- The airport sponsor or local zoning authority has adopted measures to limit future use and ownership of the residential through-the-fence properties to aviation-related uses (in this case, hangar homes) or development the FAA generally considers as compatible with airport operations (if available under state law).
- Any restrictions or provisions adopted by a homeowners association(s) or other entity representing the residential through-the-fence users are enforceable by the airport sponsor and may not be cancelled without cause.
- The access agreement is subordinate to the airport sponsor's current and all future federal obligations.
- The access plan describes the airport sponsor's ongoing program to counsel residential through-the-fence users about their rights and responsibilities under the access agreement as well as the airport sponsor's federal obligations.