



SCOTTSDALE AIRPORT VICINITY DEVELOPMENT SHORT FORM

For development projects within 20,000 feet of Scottsdale Airport NOT located on an Airpark taxilane or adjacent to airport property

The owner of developments within the Airport Influence Area shall complete forms required by the City and Scottsdale Airport to comply with the Scottsdale Revised Code, Chapter 5 – Aviation and the Airpark Rules and Regulations; and submit the completed forms with final plans to the assigned city project manager.

Project Name:	Pre-App:
Site Address:	
Contact name:	Phone:

1. HEIGHT ANALYSIS, CH. 5, SEC. 5-354. GENERAL REQUIREMENTS

- Applicants must conduct a height analysis for all projects located within 20,000 feet of Scottsdale Airport.
 1. Complete a height analysis for all structures, appurtenances or construction equipment through the FAA at: <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>, click on the Notice Criteria Tool (left side). If you do not exceed criteria, submit this FAA response from the website with your packet or you must complete step 2.

IF required by FAA, complete Step 2

 2. Submit an FAA form 7460-1 Notice of Proposed Construction or Alteration for review and determination. Please allow about 45 days for this process. A copy of the FAA's response will be required prior to final plan approval.

2. AIRCRAFT NOISE AND OVERFLIGHT DISCLOSURE, CH. 5, SEC. 5-356 & SECT. 5-357

- Incorporate the Airport Disclosure for Development around Scottsdale Airport language into the CC&Rs or other procedural documents and provide a copy. *Exhibit A*
- An avigation easement will need to be granted to the city. If not already recorded for property, submit a notarized Avigation Easement form with packet to your project manager. *Exhibit B*

3. APPLICANT'S SIGNATURE

Signature:

Date:

Aviation Approval:

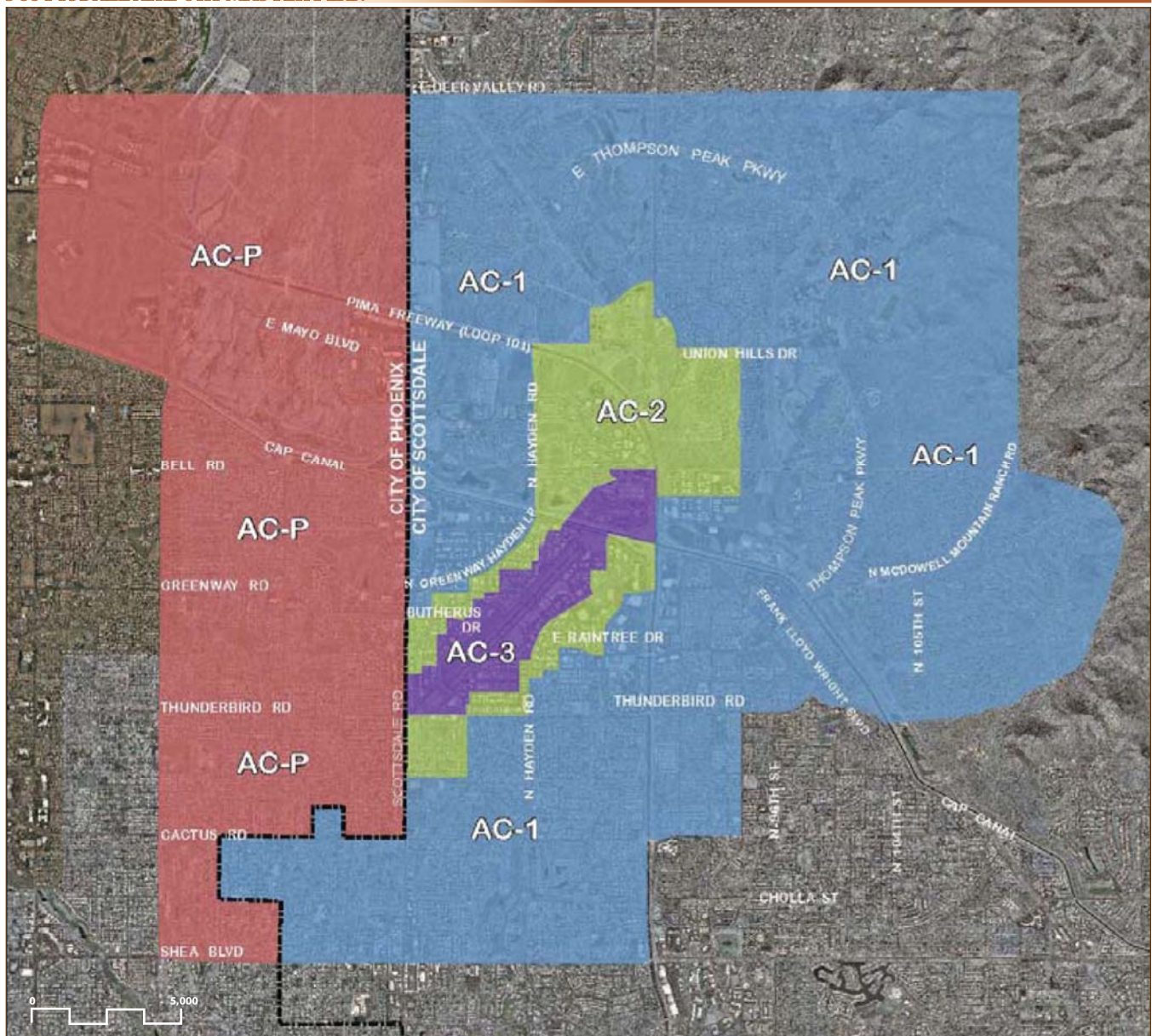
Date:

Comments:

For questions regarding this form or aviation-related requirements, contact Scottsdale Airport at 480-312-2321.



SCOTTSDALE AIRPORT MASTER PLAN



LEGEND AND TABLE KEY

----- Municipal Boundary

Airport Influence Areas

AC-1
 AC-3
 AC-2
 AC-P

NP - Not Permitted

P - Permitted with Use Limitations

(1) - Aviation easement required under Sec. 5-357

(2) - Noise attenuation required under Sec. 5-358

Noise Sensitive Uses	AC ¹ -3	AC-2	AC-1
Dwelling unit*	NP	P (1) (2)	P (1)
Manufactured home*	NP	P (1) (2)	P (1)
Elementary and secondary school*	NP	P (1) (2)	P (1)
Hospital*	NP	P (1) (2)	P
Travel accommodation*	NP	P (1) (2)	P
Place of worship	NP	P (1) (2)	P (1)
Cultural, civic, and social organization	NP	P (1) (2)	P (1)

* The terms dwelling unit, manufactured home, elementary and secondary school, hospital and travel accommodation defined in the Basic Zoning Ordinance.

¹ AC - Airport Compatibility District

SOURCE: Scottsdale Revised Code; August 2012

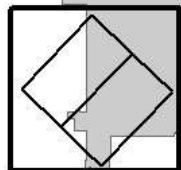


AIRPORT INFLUENCE AREA AND NOISE OVERLAY ZONES

Scottsdale Airport Traffic Pattern Airspace



SCOTTSDALE



Area of Map
Detail



Map Date: October 18, 2001

EXHIBIT A

SAMPLE FAIR DISCLOSURE FOR DEVELOPMENT AROUND SCOTTSDALE

AIRPORT NOTICE TO PURCHASERS

OF PROXIMITY TO THE SCOTTSDALE AIRPORT

To include in CC&R's or disclosure notice:

Proximity to Airport.

Each Owner of a Lot in the Airport Influence Area identified in Chapter 5 of the Scottsdale Revised Code acknowledges that, as of the date of this notice:

(a) The Lot is close to the Scottsdale Airport (the "Airport"), located generally between Frank Lloyd Wright Boulevard on the north, Pima Road on the east, Thunderbird Road on the south and Scottsdale Road on the west.

(b) The Airport is operated as a general aviation reliever/commercial service airport for Scottsdale and North Phoenix, and used generally for airplanes, jets and helicopters.

(c) Aircraft using the Airport may fly over the Lot and adjacent properties at altitudes that vary for several reasons, including weather conditions, aircraft type, aircraft performance and pilot proficiency.

(d) The majority of takeoffs and landings occur between 6:00 a.m. and 11:00 p.m., but the Airport is open 24 hours each day, so takeoffs and landings may occur at any time.

(e) The number of takeoffs and landings at the Airport average approximately 400 each day, but that number varies and may increase.

(f) Aircraft using the Airport will generate noise, the volume, pitch, amount and frequency of which will vary for several reasons, including weather conditions, aircraft type, aircraft altitude and aircraft number.

(g) Airport management attempts to minimize aircraft noise and its influence on Lots in the Airport Influence Zone, but there is no guarantee that such attempts will be effective or remain in place.

The Owner accepts and assumes any and all risks, burdens and inconvenience caused by or associated with the Airport and its operations (including noise), and agrees not to assert or make any claim arising out of the Airport and its operations against the City of Scottsdale, its elected and appointed officials, officers, directors, commissioners, representatives, employees, and agents.

Any questions regarding the operation of the Airport can be directed to the Airport Administration office at 480-312-2321.

Exhibit B

WHEN RECORDED, RETURN TO:

CITY OF SCOTTSDALE

ONE STOP SHOP/RECORDS

(_____)

7447 E. Indian School Road, Suite 100

Scottsdale, AZ 85251

Exempt from Affidavit of Value
under A.R.S. § 11-1134(A)(2, 3)



**CITY OF SCOTTSDALE
AVIGATION EASEMENT**

Project No. _____

Q.S. _____

FOR ONE DOLLAR (\$1.00) and other good and valuable consideration received _____ (collectively "Grantor") does hereby grant to the City of Scottsdale, an Arizona municipal corporation ("Grantee"), a perpetual, non-exclusive easement upon, over, under and across the parcel of land (the "Property") described on the legal description and the sketch attached hereto as Exhibits "A" and "B". The purpose of the easement is for a right of flight for the passage of aircraft in the airspace above the surface of the Property as follows:

1. "Aircraft" means any manned or unmanned contrivance or device now known or hereafter invented, used or designed to navigate or fly in the air.
2. Without limitation, the right of flight shall include the right to operate aircraft over and near the Property and to cause within or without said airspace any noise, vibration, fumes, light, exhaust, odors, fuel vapor particles, electronic interference, dust, annoyances, nuisances, emissions, or other effects of any description relating to the operation, use or function of any aircraft in or near the said airspace (collectively the "Aircraft Effects").
3. All Aircraft Effects are included within the scope of the easement, including without limitation those that reach or affect the surface of the Property or improvements to the Property, those that interfere with other uses of the Property, those that annoy users of the Property, and those that are caused or made worse by any of the following:
 - 3.1. Any and all temporary and permanent increases and other changes and variations in the size, number, method of propulsion, weight, noisiness, design, fuel, category, type or other characteristics of aircraft and any permanent, temporary, seasonal, time-of-day or other practices, laws, rules, policies, circumstances, customs, protocols or procedures related thereto.
 - 3.2. Any and all temporary and permanent changes and variations in airport size, orientation, configuration, layout, location, runway length, boundaries, improvements or other characteristics and any permanent, temporary,

seasonal, time-of-day or other practices, laws, rules, policies, circumstances, customs, protocols or procedures related thereto.

- 3.3. Any and all temporary and permanent changes and variations in flight paths, flight frequency, flight timing, airport operations, climbing and descending, altitudes, takeoff and landing, air traffic control and any permanent, temporary, seasonal, time-of-day or other practices, laws, rules, policies, circumstances, customs, protocols or procedures related thereto.
- 3.4. Changes in Grantor's or others' personal perceptions of Aircraft Effects or sensitivity to Aircraft Effects.
4. Grantor shall not cause or allow the Property to be used in a way that causes a discharge of fumes, smoke, dust, electronic emissions, light emissions, or other land use of any description that obstructs visibility or adversely affects or interferes with the operation of aircraft or any navigational facilities used for aircraft operation. No building, mast or other thing upon the Property shall exceed _____ feet in height.
5. Grantor has been advised and is of the opinion that:
 - 5.1. All or a portion of the Property is located in a noise-influence area.
 - 5.2. Aircraft Effects might be annoying to users of the Property and might interfere with the unrestricted use and enjoyment of the Property.
 - 5.3. Aircraft Effects will likely increase over time.
6. Grantor waives, remises and releases any right, cause of action, or other claim that Grantor has now or may have in the future against, and covenants not to sue, Grantee regarding Aircraft Effects. Grantor makes all of such covenants waivers, remises, and releases on behalf of itself and its successors and assigns in favor of Grantee and its past, present, or future officers, officials, directors, employees, agents, lessees, sublessees, permittees, invitees, successors and assigns.

Grantor hereby warrants and covenants to Grantee and its successors and assigns that Grantor is lawfully seized and possessed of the Property; that Grantor has a good and lawful right to make the conveyance described herein; and that Grantee shall have title and quiet possession against the claims of all persons.

The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind Grantor have joined in this document. This document runs with the land in favor of Grantee's successors and assigns.

DATED this ____ day of _____, 20____.

GRANTOR: _____

for _____

for _____

