

APPENDIX F LAND USE ALTERNATIVES

The subsequent pages provide information on the alternative land use management and mitigation measures that were suggested for inclusion in the Rickenbacker International Airport (LCK) Part 150 Noise Compatibility Program (NCP). Each measure was evaluated for the anticipated benefits and costs associated with its implementation. The alternatives were reviewed with the membership of the Planning Advisory Committee (PAC). The PAC discussions included the preliminary recommended measures to be included in the NCP as well as a recognition that the currently approved land use measures (LU-1 – LU-17) were either complete, no longer relevant, or duplicative, and as a result were generally confusing. It was suggested that the existing measures should be withdrawn and replaced with new measures that would retain the concepts that are still relevant. In addition, the new measures would be developed to reflect today's conditions at the airport and the policies of the Columbus Regional Airport Authority (CRAA), which assumed responsibility for LCK after the last Part 150 Study was prepared. The local planning professionals were invited to meet with the consultant if they had any questions or concerns. Copies of all of the materials that were sent are located in Appendix G, *Public Involvement*.

Based upon the comments received during the PAC meetings and the consultant's experience with the implementation of like measures around numerous airports throughout the U.S., recommendations for the acceptance or discarding of each alternative were presented to the PAC prior to the development of the final recommended NCP.

NOISE COMPATIBILITY PROGRAM ALTERNATIVE LU-A

TITLE:	Offer sound insulation for homes located within the 65+ Day-Night Average Sound Level (DNL) noise contour of the Existing or Future Noise Exposure Map (NEM).
DESCRIPTION:	Currently there are no homes within the Existing (2006) NEM or the Future (2011) NEM. However, it is Columbus Regional Airport Authority (CRAA) policy to offer sound insulation for eligible homes that are located within a 65+ DNL noise contour. Originally, this alternative was suggested in order to have a measure in place in the event that noise contours changed and homes were located in the 65+ DNL. However, after consultation with the Federal Aviation Administration (FAA), it became evident that this measure would not be approved because there was no benefit within the 65+ DNL at this time. In the event that noise contours do change and homes are located in the 65+ DNL, the CRAA may choose to prepare a focused NEM and Noise Compatibility Program (NCP) update (typically referred to as a supplemental Part 150), which would focus on this issue.
BENEFITS:	Brings LCK in line with the other CRAA airports in regards to corrective land use mitigation policy.
DRAWBACKS:	FAA has said that this alternative would not be approved because there are no homes within the 65+ DNL of either the Existing (2006) NEM or the Future (2011) NEM.
FINDINGS AND RECOMMENDATION:	This alternative is not recommended for inclusion in the NCP at this time. However, the CRAA should monitor operating and noise levels to determine if changes have occurred in the location of the 65+ DNL noise contour. If so, then a supplemental Part 150 Study may be prepared to revisit this issue.

NOISE COMPATIBILITY PROGRAM ALTERNATIVE LU-B

TITLE:	Offer acquisition ¹ to eligible undeveloped properties within the 65 Day-Night Average Sound Level (DNL) noise contour of the Future (2011) Noise Exposure Map (NEM)/Noise Compatibility Program (NCP).
DESCRIPTION:	This measure replaces previously approved measures that identified land to be acquired for noise compatibility purposes. The purchase of undeveloped land would eliminate the possibility of new homes being built within the 65 DNL noise contour and would allow the airport to promote the development of compatible land uses in the future. The purchase of undeveloped land within the 65 DNL noise contour also buffers the airport from existing land uses and lessens the possibility of encroaching incompatible development. The 65 DNL noise contour of the Future (2011) NEM/NCP would be used as a guide for program participation and eligibility. In addition, eligibility would be extended to only those properties that are currently zoned for incompatible land use (such as Farm-Residential) and there is not an existing aviation easement. There are approximately 589 undeveloped acres that would be eligible based on zoning within the 65 DNL noise contour of the Future (2011) NEM/NCP.
BENEFITS:	Implementation of this alternative would reduce the likelihood that incompatible development would occur within the 65+ DNL noise contour. Acquiring land may also offer some community benefits as this land may be able to be banked and offered for future compatible development opportunities.
DRAWBACKS:	Purchasing land is expensive and there is no guarantee of redevelopment. Potential cost, if all acres were to be purchased, the cost would be between \$29,450,000 and \$44,175,000.
FINDINGS AND RECOMMENDATION:	This alternative is recommended for inclusion in the NCP.

¹ The acquisition program is defined as the fee simple purchase of undeveloped land using a combination of FAA and CRAA funds. When the CRAA receives federal funding a purchase offer is extended to eligible property owners and the owner decides whether or not to sell. Participation in this program is voluntary on the part of the property owner. FAA-approval of the acquisition program does not guarantee that FAA funding will be available or sufficient to acquire all property identified as eligible.

NOISE COMPATIBILITY PROGRAM ALTERNATIVE LU-C

TITLE:	For those undeveloped properties that are offered but unwilling to be acquired through LU-B, offer avigation easements to restrict the development of incompatible land uses within the 65 Day-Night Average Sound Level (DNL) noise contour of the Future (2011) Noise Exposure Map (NEM)/Noise Compatibility Program (NCP).
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DESCRIPTION:	<p>Originally this alternative was suggested as a choice between LU-B acquisition and offering avigation easements. After discussions with the Planning Advisory Committee (PAC) and with the Columbus Regional Airport Authority (CRAA), it was determined that this alternative would be offered as an option to those property owners that did not want to participate in the acquisition program.</p> <p>This program would be offered to those property owners that refuse the purchase offer from measure LU-B. The purchase of an avigation easement notifies the current and any future property owners of the presence of the airport and that noise, dust, and vibration are likely to occur. This notification provides the CRAA with some level of protection from future property owners filing a lawsuit or requesting compensation due to airport activity. In exchange for this easement, the property owner is compensated for the potential impacts. This notification would be placed on the deed for the property and would prevent the development of incompatible land uses for as long as Rickenbacker International Airport (LCK) is a functioning airport. Attached is a copy of a current avigation easement that was executed between the Rickenbacker Port Authority and a property owner located near LCK. A sample easement follows this measure.</p>
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BENEFITS:	Limits incompatible development within the 65+ DNL noise contour.
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DRAWBACKS:	Does not reduce noise and financially benefits the current property owners.
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FINDINGS AND RECOMMENDATION:	This alternative is recommended for inclusion in the NCP as a secondary option to acquisition (LU-B).
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DEED OF EASEMENT AND DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that _____, of _____ County, Ohio (hereinafter called "Grantors") grant to the Columbus Regional Airport Authority (hereinafter called "CRAA"), an authority established under Chapter 4582 of the Ohio Revised Code, an avigation easement upon the real property described in Exhibit "A" attached hereto (hereinafter called "the Property"), for the purposes recited herein, and do hereby declare and covenant for themselves and their heirs, personal representatives, successors and assigns that the premises described in Exhibit "A" shall be subject to the following restrictions, easements and limitations:

RECITALS

- A. WHEREAS, Grantor is the owner of certain real property, together with all appurtenances thereto and all buildings and improvements erected thereon (the "Property"), which Property is more particularly described in the attached Exhibit A which is hereby incorporated herein by reference; and
- B. WHEREAS, CRAA is the operator of Rickenbacker International Airport (hereinafter called the "Airport"), which is situated in proximity to the Property; and
- C. WHEREAS, due to its proximity to the Airport, the Property is currently and will in the future be subject to (i) aircraft noise levels of 60 DNL or higher, (ii) frequent aircraft overflights, (iii) loud aircraft noise associated with the takeoff and landing of aircraft, and (iv) other effects related to the operation of the Airport; and
- D. WHEREAS, the Property is located in a noise-impacted area (i.e. noise of 60 DNL or higher), and the approximate aircraft flight path at the Airport in relation to the Property is as shown in the Airport Master Plan and F.A.R. Part 150 Noise Compatibility Study updates for the Airport dated 1998, (i) present and future noise impacts may be annoying to users of the Property and may interfere with the unrestricted use and enjoyment of the Property, (ii) such noise impacts may change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variations, and time-of-day variations, (iii) changes in the Airport, its layout, and air traffic control operating procedures may result in increased noise impacts, and (iv) future owners' or occupiers' own personal perception of the noise impacts ay change and his or her sensitivities to aircraft noise could increase; and
- E. WHEREAS, Grantee has requested that Grantor grant an easement through the airspace of the Property for Airport-related purposes upon the terms of this easement.

NOW THEREFORE, for good and other valuable consideration, including one dollar (\$1.00) from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the foregoing and as follows:

1. Avigation Easement. Grantor hereby grants a perpetual right-of-way and easement (hereinafter called "Avigation Easement"), for the use and benefit of CCAA, its successors and assigns, and the public, through and across the airspace above the surface of the Property, for the flight and passage of aircraft to, from, and around the Airport and all related activities and effects, including without limitation the right to cause in such airspace such noise and pollution as may be inherent in the operation of aircraft now known or hereafter used, for navigation of or flight in such airspace, and for use of such airspace for landing on, taking off from, or operating on or around the Airport.

Grantors also covenant, for themselves as the current owners of the Property, and for their heirs, personal representatives and all successors and assigns as follows:

- (a) No structures exceeding _____ feet in height (as measured from the highest elevation of the Property at ground level) shall be constructed on the Property and no other improvements, fixtures or structure in excess of _____ feet in height (as measured from the highest elevation of the Property at ground level) shall be permitted to be located or remain on the Property. Grantor further grants to the Grantee the right to enter upon the Property to trim any trees or other vegetation which exceed _____ feet in height (as measured from the highest elevation of the Property at ground level), at no cost or expense to Grantor. Any such entry by the Grantee shall be at reasonable hours and with reasonable notice to Grantor and the Grantee shall remove any limbs, wood or other debris generated by its entry so as not to interfere with Grantor's continuing use of the Property;
- (b) No use shall be made of the Property which would interfere with landing or taking off of aircraft at the Airport, otherwise constitute an airport hazard, or interfere with air navigation and communication facilities service the Airport;
- (c) All owners of the Property shall file with the Federal Aviation Administration and the Ohio Department of Transportation, Division of Aviation, notice consistent with the requirements of 14 Code of Regulations Part 77 (FAA Form 7460-1) prior to constructing any permitted facility, structure, or other item on the Property if such notice is required by Part 77 at the time of such construction;
- (d) No owner of the Property shall use, nor permit, nor suffer use of the Property in such manner as to create electrical interference with radio communication between any installations upon the Airport and aircraft, nor make it difficult for aircraft to distinguish between Airport lights and others, nor impair visibility in the vicinity of the Airport, nor otherwise endanger the landing, taking off, or maneuvering of aircraft at and around the Airport;

- (e) The Property shall not be used for construction of noise-sensitive buildings (schools, churches, hospitals, nursing homes, or libraries), or the construction of any house, townhouse, duplex, apartment building, or other similar building or improvement, which could in any way be utilized for residential purposes or for the congregation of people (it being the intent of this subsection to prevent any residential or noise-sensitive use of the Property); and
 - (f) No property owner shall hereafter use, nor permit, nor suffer use of the Property in such a manner as to create a potential for attracting birds or other wildlife that may pose a hazard to aircraft.
- 2. Covenant Not to Sue and Waiver of Claims. Grantor (a) covenants that Grantor shall not hereafter sue or prosecute Grantee with respect to noise, vibration or air pollution inherent (i) in the operation of aircraft, now or hereafter used, for navigation or other flight in the air space above the surface of the Property or in air space above other property in the vicinity of the Property or (ii) in the use of such air space for landing on, takeoff from, or operating on or around the Airport, and (b) waives any claim for liabilities, losses, damages, injuries, costs, and expenses against Grantee, both with respect to the flight of aircraft over the Property or over other property near the Property or any physical effects on the Property resulting therefrom (except aircraft fires, explosions and crashes and falling material), including, but without limitation, noise, air pollution, vibration or any other physical effect on the Property resulting from such flight of aircraft not excepted above; provided that this covenant shall not apply to any damages resulting directly from Grantee's or its agents or representatives intentional misconduct in the operation of the Airport.
- 3. Miscellaneous Provisions. The Avigation Easement, and the other rights and obligations hereunder, shall, except as otherwise provided herein, run with the land in perpetuity, and shall be enforceable by Grantee, its successors and assigns against Grantor, its successors and assigns; provided that the Avigation Easement, and the rights of Grantee hereunder, may only be assigned to an entity responsible for the operation of the Airport for the benefit of the public. The Avigation Easement, and the other rights and obligations hereunder, shall not be enforceable by or against any third party which is not a successor or assignee of Grantor or Grantee. The Avigation Easement, and the other rights and obligations hereunder, shall remain in full force and effect until such time, if ever, that the Airport shall cease to be utilized for public airport purposes, in which case the Avigation Easement shall be abandoned and the Grantee shall, upon demand of the Grantor, execute and deliver an appropriate instrument to the Grantor evidencing such abandonment.

All subsequent purchasers, grantees and lessees of the Property or any part thereof and all parties whose interests arise after the recording of this Deed of Easement and Declaration of Protective Covenants shall receive the property subject to and encumbered by the grants and covenants contained herein, which shall form a part of the basis for the bargain for the acquisition of any interest in the Property.

IN WITNESS WHEREOF, the Grantor, _____, or duly authorized representatives hereunto, has caused this instrument to be executed this _____ day of _____, 2005.

Signed and acknowledged in
the presence of:

Print Name: _____

By: _____

Its: _____

Print Name: _____

NOISE COMPATIBILITY PROGRAM ALTERNATIVE LU-D

TITLE:	Develop an Airport Land Use Management District (ALUMD) based on the most recent Future 60 Day-Night Average Sound Level (DNL) Noise Exposure Map/Noise Compatibility Program (NCP) noise contour, natural geographic and jurisdictional boundaries.
DESCRIPTION:	<p>This measure would develop a uniform area with defined boundaries within which land use controls can be recommended. These land use controls may include noise overlay zoning, updates to subdivision regulations and building codes, and formal fair disclosure policies.</p> <p>The Rickenbacker International Airport (LCK) is a major economic generator to that area. As such, land development patterns are influenced by the airport. This measure would identify a boundary, within which, the airport has some influence, either economically, from aircraft overflights, or restrictions on use of land or height of structures. All jurisdictions within the ALUMD should be contacted and coordinated with to incorporate this boundary into their planning documents.</p> <p>The Columbus Regional Airport Authority (CRAA) has participated in a number of multi-jurisdictional planning efforts in the LCK area. Some of these include Route 23 Corridor Committee (& South Bloomfield Transportation Study), State Route 317 Access Management/Corridor Study Committee (prepared by MORPC), Rickenbacker Area Road Network Development Assessment (prepared by MORPC and funded by CRAA), Ebright Road Overpass at US 33 & Bixby Road Interchange at US 33, Village of Groveport Planning and Zoning Meetings, and City of Columbus South Central Accord.</p>
BENEFITS:	This measure would establish a static boundary around the airport within which consistent land use planning for compatibility purposes can be conducted.
DRAWBACKS:	There are a large number of jurisdictions with various zoning regulations. This would require the assistance of the Mid-Ohio Regional Planning Agency (MORPC) or some similar organization be used to help coordinate and facilitate this process.
FINDINGS AND RECOMMENDATION:	This alternative is recommended for inclusion in the NCP in conjunction with alternative LU-E.

NOISE COMPATIBILITY PROGRAM ALTERNATIVE LU-E

<p>TITLE:</p>	<p>Implement land use controls to discourage residential development and encourage airport compatible development within the Airport Land Use Management District (ALUMD).</p>
<p>DESCRIPTION:</p>	<p>Since the area surrounding the airport is comprised of several local government entities the ALUMD would define a uniform boundary in which similar land use controls would take place.</p> <p>In the same manner as the City of Columbus, the Village of Groveport, and Franklin County (zoning only) jurisdictions located within the ALUMD should create a noise overlay zoning district to regulate land use and development in noise-sensitive areas, enact subdivision regulations within the noise overlay district requiring notification and dedication of an avigation easement, and amend the local building code to regulate development within the noise overlay zone by use of specific construction methods and establish uniform insulation standards where noise-sensitive activities are affected by aircraft noise.</p> <p>City of Columbus Ordinance 1136-94 created a new chapter of the City Zoning Code (Chapter 3384, Airport Environs Overlay) for an AEO-Airport Environs Overlay District to regulate development and land use to ensure compatibility near airports located within the City and the surrounding noise-sensitive land uses. In conjunction with the noise overlay district, the City's subdivision regulations and building code were amended to provide effective land use controls within the area of the overlay district. It would be reasonable for the Village of Canal Winchester; Franklin County; Madison and Hamilton Townships in Franklin County; Pickaway County; and Madison, Harrison, and Scioto Townships in Pickaway County to develop the same type of interrelated system of land use controls which could prevent the development of incompatible land uses within the communities surrounding Rickenbacker International Airport.</p> <p>The language of the amendments to zoning ordinances, subdivision regulations, and building codes could be modeled after the language in the Columbus City Codes, 1959: Zoning Code - Chapter 3384.01 (Airport Environs Overlay), Subdivision Code - Sections 3123.25 (Plat Notice) and 3123.27 (Avigation Easement), and Building Code - Chapter 4191.01 (Airport Environs). The City of Columbus regulations are being suggested as the model for Measure LU-E because the regulatory language is applicable to the type of land use controls needed by all jurisdictions surrounding the airport. Additionally, these regulations are "local" to the area and the State of Ohio.</p>

DESCRIPTION: <i>Continued</i>	The Columbus Codes use the 65 Day-Night Average Sound Level noise contour for the implementation of the noise overlay zone, subdivision regulations, and building code. It is recommended that, while using the City Codes as a model, the ALUMD be used as the delimiter for implementation of this measure to aid in the preservation of compatible land around the airport.
BENEFITS:	This measure would establish consistent land use controls within the ALUMD that would encourage uniform land development patterns that are compatible with airport operations.
DRAWBACKS:	There are a large number of jurisdictions with various zoning regulations. This would require the assistance of the Mid-Ohio Regional Planning Agency or some similar organization be used to help coordinate and facilitate this process.
FINDINGS AND RECOMMENDATION:	This alternative is recommended for inclusion in the Noise Compatibility Program in conjunction with alternative LU-D.

NOISE COMPATIBILITY PROGRAM ALTERNATIVE LU-F

TITLE:	Identify a multi-jurisdictional land use planning committee that will work to manage the land uses within the Airport Land Use Management District.
DESCRIPTION:	<p>During the Planning Advisory Committee meetings, a number of land use planning and transportation planning issues repeatedly came up from citizens and local jurisdictions. Most these issues do not fall under the scope of a Part 150 Study, and were brought up because of their geographic proximity to the airport.</p> <p>This alternative was suggested to provide a formal working group of land use planners from the surrounding jurisdictions. The purpose of the group would be to focus on land use planning efforts around the airport, including but not limited to, airport noise compatibility. The Columbus Regional Airport Authority (CRAA) would participate and support the efforts of this body where appropriate.</p> <p>The CRAA believes that a formal working group of land use planners would be a positive step, however the creation of this type of group is outside the scope of Part 150 and the CRAA.</p>
BENEFITS:	Provide a formal working group to discuss land use and transportation planning issues around the airport.
DRAWBACKS:	Not within the scope of a Part 150 Study or the CRAA to create or maintain.
FINDINGS AND RECOMMENDATION:	This alternative is not recommended for inclusion in the Noise Compatibility Program, however if such a group was formed, the CRAA would participate as appropriate.

NOISE COMPATIBILITY PROGRAM ALTERNATIVE LU-G

TITLE:	Seek cooperation from the Board of Realtors to participate in a voluntary fair disclosure program for the property located within the Airport Land Use Management District (ALUMD).
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DESCRIPTION:	<p>Fair disclosure regulations are intended to ensure that prospective buyers of property are informed that the property is or will be exposed to potentially disruptive aircraft noise.</p> <p>Proposed State Legislation (House Bill 133) was written for the 122nd Ohio General Assembly (1997-1998). This Bill, introduced by Representatives Thomas, Corbin, and Terwilliger, included a fair disclosure element. The Bill proposed that the Aviation Administrator for the State of Ohio Department of Transportation would publish a notice in a newspaper of general circulation in each affected political subdivision, indicating that an airport zone had been identified, and indicating where the public could inspect the airport zone delineation. The Administrator would also notify each landowner of record of land located in the airport zone. This notification would be sent by certified mail to the landowner at the address indicated in the most recent tax duplicate. Any person who received written notice that a parcel of real property that the person owns is included in an airport zone shall not sell or transfer any interest in that real property unless the person first provides written notice to the purchaser or grantee that the real property is included in an airport zone. House Bill 133 never received any further action, and was never moved forward. Currently there is no State law that addresses the issue of fair disclosure.</p> <p>Since the regulatory approach did not succeed, it may be possible to achieve fair disclosure through voluntary programs. Assistance should be sought from local groups in the housing industry such as the Board of Realtors and the Homebuilders Association and their ethics committees, and local lending institutions. The Columbus Regional Airport Authority (CRAA) should also periodically place advertisements in the real estate sections of the newspapers.</p> <p>Since owners of property located within the ALUMD are subject to the regulations imposed by the ALUMD, it follows that prospective buyers of real property or lessees of residential property located within the ALUMD should receive fair disclosure regarding the location of the property with respect to the ALUMD. A model of a Fair Disclosure Statement follows this evaluation sheet.</p>
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BENEFITS:	This measure would notify potential home owners of the airport and the noise associated with aircraft operations.
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**Noise Compatibility Program Alternative LU-G
Continued**

DRAWBACKS:	Requires cooperation of the Board of Realtors and other similar organizations.
FINDINGS AND RECOMMENDATION:	This alternative is recommended for inclusion in the Noise Compatibility Program in conjunction with alternative LU-D.

MODEL FAIR DISCLOSURE STATEMENT

NOTICE TO PROSPECTIVE BUYERS OF REAL PROPERTY OR LESSEES OF RESIDENTIAL PROPERTY WITHIN RICKENBACKER INTERNATIONAL AIRPORT ENVIRONS OVERLAY DISTRICT.

1. An Airport Environs Overlay District exists in the vicinity of Rickenbacker International Airport. All land within the area is or may be at a future date exposed to low and frequent airport overflights and aircraft noise of Day-Night Sound Level (DNL) 60 decibels (dB) or higher. Low and frequent aircraft overflights and aircraft noise DNL 60 dB can be annoying or disturbing.
2. The undersigned acknowledges that he or she has been informed the property being considered for (purchase OR lease) at:

Address

City

State

Zip Code

is within the Airport Environs Overlay District for the Rickenbacker International Airport. He or she further acknowledges that he or she has been given copies other the Rickenbacker International Airport Noise Exposure Maps (copies of which are attached hereto)

The undersigned has read and fully understands all other provisions relating to this Fair Disclosure Statement.

IN WITNESS WHEREOF, the parties have executed this Statement as of the day and year written below.

Date: _____

PRINT NAME OF BUYER OR LESSEE

PRINT NAME OF SELLER, LESSOR, BROKER

Current Address

Current Address

City State Zip Code

City State Zip Code

Signature

Signature

State of _____)

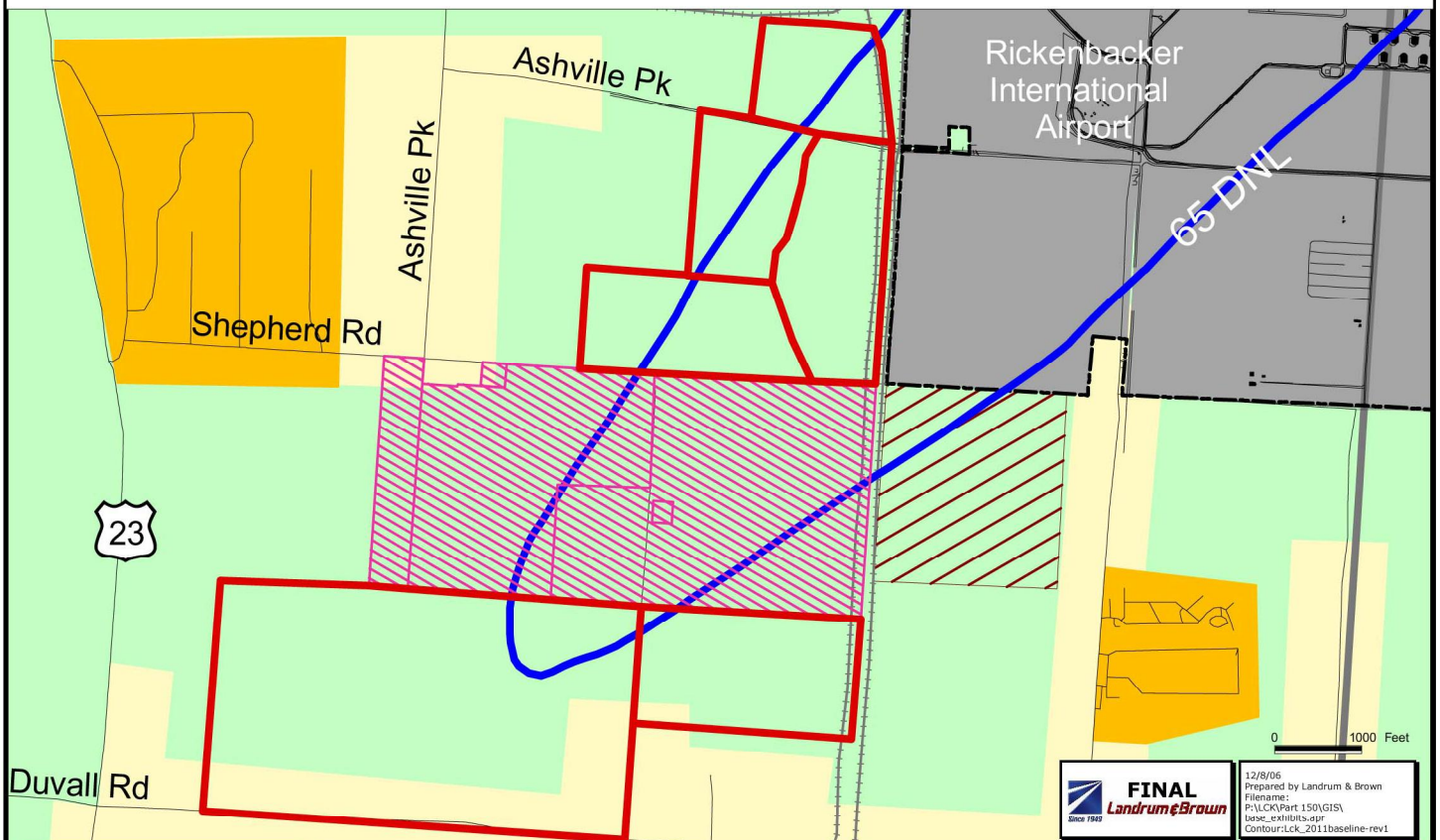
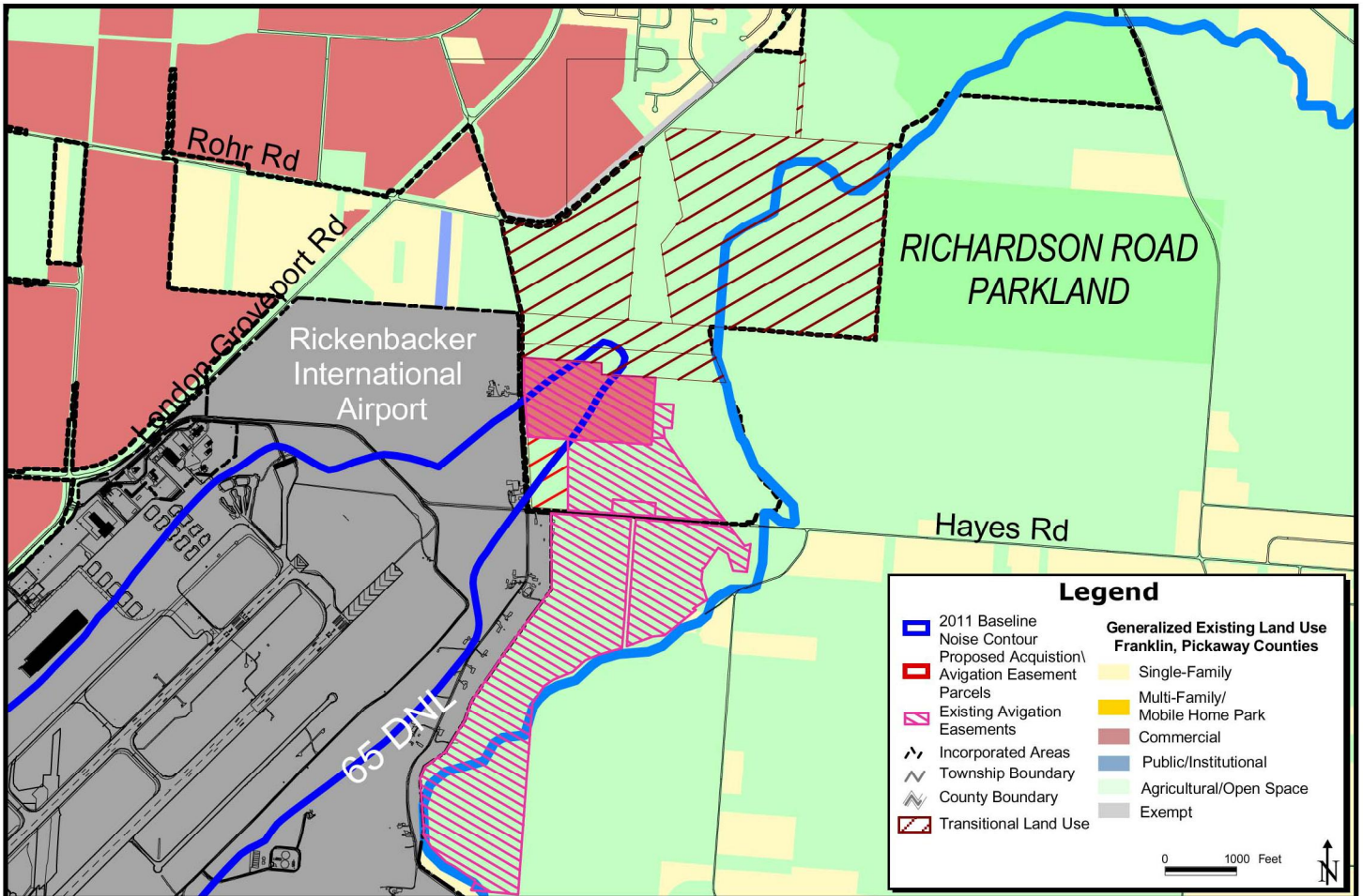
County of _____)

BE IT REMEMBERED that on the . day of _____, _____, before me, the under signed notary public in and for the county and state aforesaid, came _____, to me personally known, who being by me duly sworn did say that he is the _____ of _____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said _____ acknowledged said instrument to be free act and deed of said corporation.

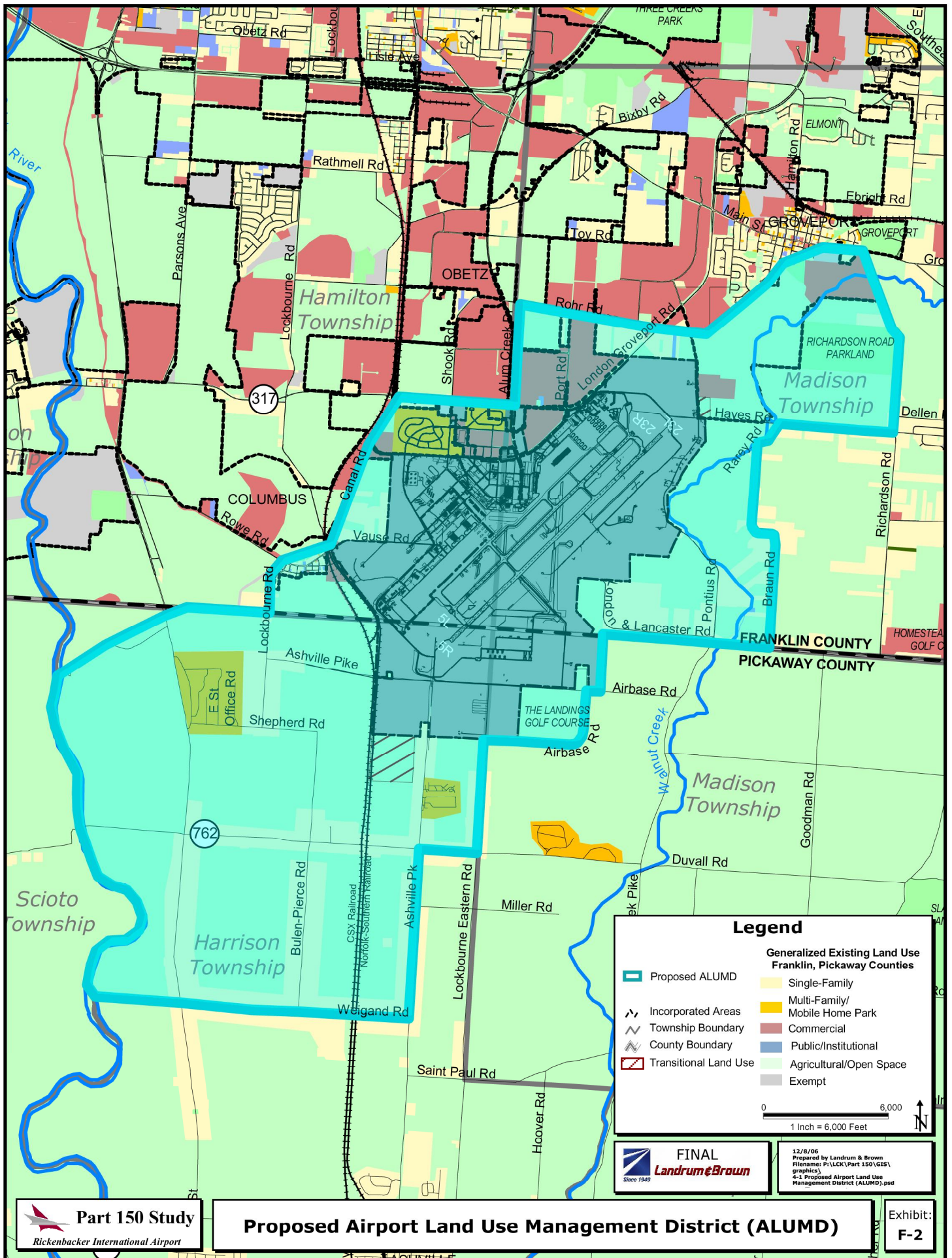
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My commission expires:



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Legend

Proposed ALUMD	Single-Family
Incorporated Areas	Multi-Family/ Mobile Home Park
Township Boundary	Commercial
County Boundary	Public/Institutional
Transitional Land Use	Agricultural/Open Space
	Exempt

Generalized Existing Land Use
Franklin, Pickaway Counties

0 6,000
1 inch = 6,000 Feet

FINAL
Landrum & Brown
Since 1949

12/8/06
Prepared by Landrum & Brown
Filename: P:\LCK\Part 150\GIS\graphics\4-1 Proposed Airport Land Use Management District (ALUMD).psd

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