

After recording return to:
Arlington Municipal Airport
18204 59th Ave NE
Arlington, WA 98223

Grantor: 172nd Holdings, LLC
Grantee: City of Arlington
Legal (abbrev.): Ptn. W 1/2, SE 1/4, SE 1/4, SW 1/4, Sec. 21, T 31N, R 5E, W.M.
Tax parcel no.: 310521-003-048-00 and 310521-003-054-00
Reference no.: N/A

**ARLINGTON MUNICIPAL AIRPORT
AVIGATION EASEMENT**

WHEREAS, 172nd Holdings, LLC, Hereinafter called “Grantor”, is the owner of that certain parcel of land situated in the City of Arlington, County of Snohomish, State of Washington, to wit:

See attached Exhibit ‘A’.

Hereinafter called “Grantor’s Property”, and outlined on the attached map (Exhibit ‘B’).

NOW, THEREFORE, for good and valuable consideration to the Grantor, the receipt and sufficiency of which is hereby specifically acknowledged, the Grantor, its successors and assigns, subject to the provisions herein contained, hereby grants, bargains, sells and conveys unto the City of Arlington, State of Washington, its successors and assigns (“Grantee”), for use and benefit of the public, a perpetual easement and right-of-way over that portion of the Grantor’s above-described land starting at 292’ Mean Sea Level (MSL), in the vicinity of Arlington Municipal Airport, for the purpose of the passage of all aircraft (“aircraft” being defined for the purpose of this instrument as any device now known or hereafter invented, used or designated for navigation of, or flight in the air) by whomsoever owned and operated in the

air space to an infinite height above the surface of the Grantor's property, together with the right to cause in said air space noise, vibration and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operated at, or on Arlington Municipal Airport, located in Snohomish County, State of Washington. Grantor hereby waives, remises and releases any right or cause of action which Grantor has now, or which Grantor may have in the future against the Grantee, its successors and assigns, due to such noise, vibration, and other effects that may be caused by the operation of aircraft landing and taking off from, or operating on or near the Arlington Municipal Airport. The Grantor further covenants and agrees that upon said property (A) no use shall be permitted that causes a discharge into the air of fumes, smoke or dust which will obstruct visibility and adversely affect the operation of aircraft, nor shall any use be permitted which causes any interference with navigational facilities necessary to aircraft operation; and (B) no development or construction shall be permitted which will interfere in any way with the safe operation of aircraft in the air space over the land described herein or at or on the Arlington Municipal Airport.

This easement shall be effective and shall inure to the benefit of the Grantee, its successors and assigns, until the Arlington Municipal Airport shall be abandoned and shall cease to be used for airport purposes. It is specifically understood and agreed that this easement, its covenants and agreements shall run with the land, which is described herein. The Grantor, on behalf of itself, its successors and assigns, further acknowledges that the easements herein granted contemplate and include all existing and future operations at Arlington Municipal Airport, acknowledging that future aircraft numbers and types will most likely increase and noise patterns may also increase, and that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of changes in the flight volume or noise, traffic patterns, runway lengths or locations or characteristics or type or category of aircraft using the Arlington Municipal Airport, City of Arlington, State of Washington.

OWNER:

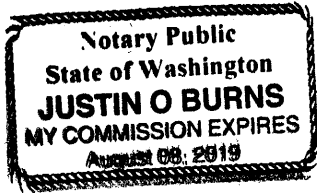
By: 

172nd Holdings, LLC
Jason McDaniel, Member

ACKNOWLEDGMENT

STATE OF WA)
COUNTY OF Snohomish) SS.

The foregoing instrument was acknowledged before me by Jason McDowell
this 10
day of May, 2010.



[Signature]
NOTARY PUBLIC in and for the
State of Washington, residing
at Spinnwood
My commission expires: 8.8.2019
Name: Justin Burns

EXHIBIT 'A'

PARCEL A

ALL THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE WEST 134.5 FEET; THENCE NORTH 160.0 FEET; THENCE EAST 134.5 FEET; THENCE SOUTH 160.0 FEET TO THE POINT OF BEGINNING;

LESS THE WEST 10.0 FEET THEREOF AS CONVEYED TO DONNA L. HOOD, AS HER SOLE AND SEPARATE PROPERTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 2152969, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH THE NORTH 28.0 FEET OF THE EAST 124.5 FEET OF THE SOUTH 188.0 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., AS CONVEYED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 2145766, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

LESS ROAD;

AND LESS THE SOUTH 17.0 FEET THEREOF TO SNOHOMISH COUNTY FOR ROAD PURPOSES, AS CONVEYED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9305030266, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

AND LESS THAT PORTION CONVEYED TO THE CITY OF ARLINGTON FOR ROAD PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NO. 200610200805, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN COUNTY OF SNOHOMISH, STATE OF WASHINGTON

PARCEL B

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;

EXCEPT THE SOUTH 660 FEET OF THE WEST 162 FEET THEREOF;

EXCEPT THE SOUTH 188 FEET OF THE EAST 124.5 FEET THEREOF;

EXCEPT COUNTY ROAD;

AND EXCEPT THAT PORTION THEREOF CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9302120082, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

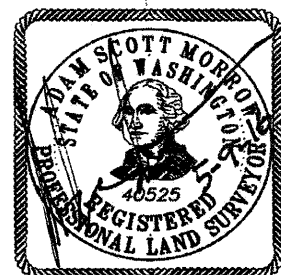


EXHIBIT 'B'

