

After recording return to:  
Arlington Municipal Airport  
18204 59<sup>th</sup> Dr. NE  
Arlington, WA 98223



200908240163 5 PGS  
08/24/2009 8:53am \$66.00  
SNOHOMISH COUNTY, WASHINGTON

**NO EXCISE TAX  
REQUIRED**

**AUG 20 2009**

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

**Grantor:** Wal-Mart Stores, Inc.

**Grantee:** City of Arlington

**Legal (Abbreviated):** A portion of the NE ¼ of the NW ¼ of Sect. 28, Twp 31 N, R 5E, W.M.

**Tax Parcel Numbers:** 31052800200300\*(PORTION), 00930300099800, 00930300000300,  
00930300000400, 00930300000500, 00930300000600, 00930300000700, 00930300000801,  
00930300000802, 00930300000900, 00930300001000, 00930300001100, 00930300001200,  
00930300001300, 00930300001400, 00930300001500, 00930300001600, 00930300001700,  
00930300001800, 00930300001900, 00930300002000.

### **ARLINGTON MUNICIPAL AIRPORT AVIGATION EASEMENT**

WHEREAS, **Wal-Mart Stores, Inc.**, 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:

Lots 1 and 2 and Tracts A, B, and C of the Boundary Line Adjustment recorded under instrument number 200610035220, County of Snohomish, Washington.

hereinafter called "Grantor's Property", and outlined on the attached Legal Description (Exhibit A).

NOW, THEREFORE, for good and valuable consideration to the **City of Arlington**, hereinafter called "Grantee" 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, the Grantee, for use and benefit of the public, a perpetual easement and right-of-way over that portion of the Grantor's land described above starting at 287' Mean Sea Level (MSL) to an infinite height thereabove (the "Avigation Easement Area"), 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 Avigation Easement Area, together with the right to cause in said Avigation Easement Area noise, vibration and all other effects which are incidental to the normal, reasonable, and careful operation of aircraft, when operated in accordance with all applicable laws and

regulations, including FAA Part 150 requirements 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 the City of Arlington, State of Washington.

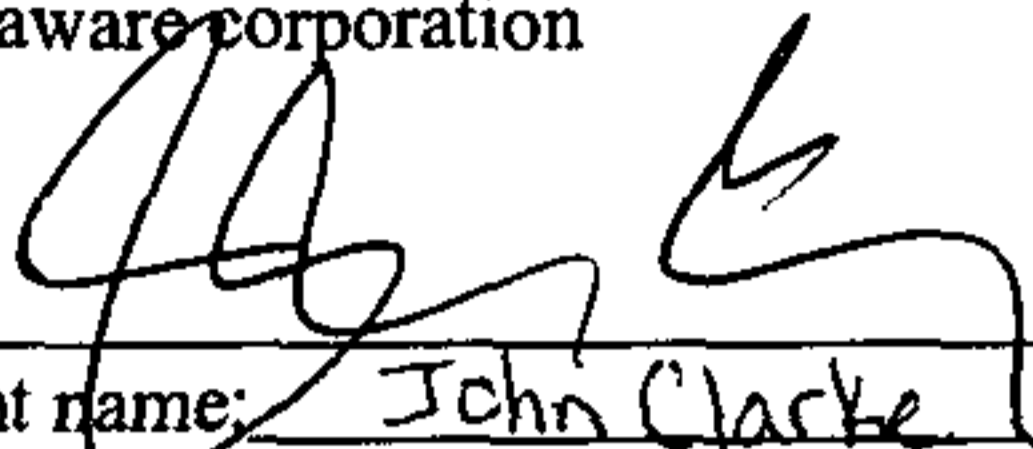
Grantor hereby waives, remises and releases any right or cause of action which Grantor has now, or which Grantor may have in the future against the Grantee, its successors and assigns, or Arlington Municipal Airport, due to such noise, vibration, and other effects that may be caused by the operation of aircraft landing and taking off from, or operating at or on Arlington Municipal Airport which are incidental to the normal, reasonable, and careful operation of aircraft in accordance with existing regulations.

The Grantor further grants that upon Grantor's property (A) no use shall be permitted that causes a discharge into the air of fumes, smoke or dust which will materially obstruct visibility and adversely affect the operation of aircraft or cause any interference with navigational facilities necessary to aircraft operation and (B) no development or construction shall be permitted which will materially interfere with the safe operation of aircraft in the air space over the land described herein or at or on the Arlington Municipal Airport. Grantee acknowledges that the development proposed by Grantor on Grantor's Property under City of Arlington File No. PLN20040061, which development has been approved by the regulatory authority of the City of Arlington (including the proposed modifications of such development pursuant to City of Arlington File No. PLN20040061) is consistent and does not conflict with any of the terms of this Easement. To have and to hold said easement and right-of-way and all rights appertaining hereto unto 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, in 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 of category of aircraft using the Arlington Municipal Airport, City of Arlington, State of Washington.

*[INTENTIONAL PAGE BREAK]*

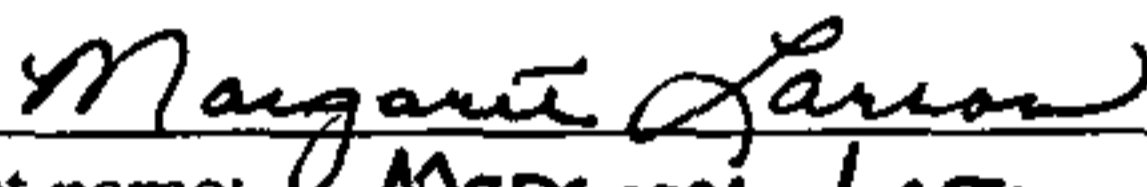
GRANTOR:

WAL-MART STORES, INC., a  
Delaware corporation

By:   
Print name: John Clarke  
Title: Regional Vice President

GRANTEE:

CITY OF ARLINGTON

By:   
Print name: Margaret Larson  
Title: Margaret

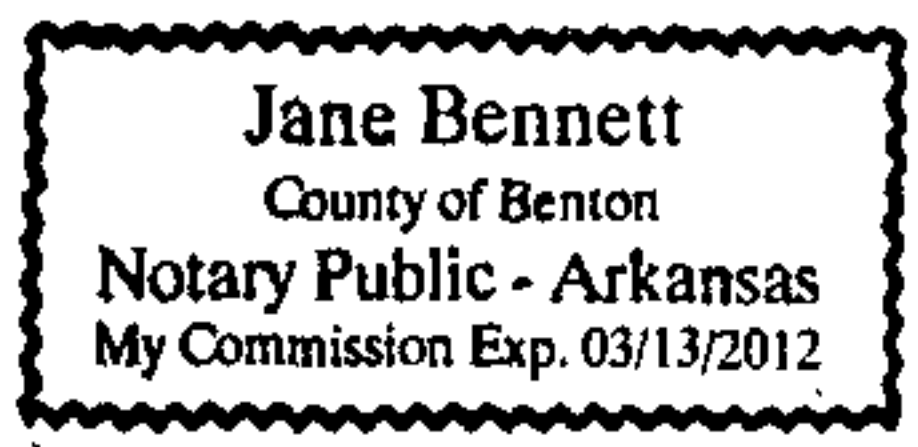
[ACKNOWLEDGMENTS FOLLOW ON PAGE 4]

STATE OF Arkansas )  
 ) ss:  
COUNTY OF Benton )

I certify that I know or have satisfactory evidence that John E. Clarke is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Regional Vice President of Wal-Mart Stores, Inc., a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 10, 2009.

Jane Bennett  
Signature of Notary  
Printed Name of Notary: JANE BENNETT  
Notary Public in and for the State of: ARKANSAS  
Residing at BENTONVILLE, AR.  
My appointment expires 3-13-2012



STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Margaret Larson is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Arlington, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/17, 2009.

Steven J. Peifle  
Signature of Notary  
Printed Name of Notary: Steven J. Peifle  
Notary Public in and for the State of Washington  
Residing at Stanwood  
My appointment expires 2/22/13



EXHIBIT A

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE COMMERCIAL PLAT OF TUCSON, ACCORDING TO THE PLAT THEREOF RECORDED UNDER SNOHOMISH COUNTY RECORDING NO. 200111215014;  
THENCE SOUTH 87°34'19" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 172<sup>ND</sup> STREET NORTHEAST 240.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°02'43" WEST ALONG THE CENTERLINE OF 40<sup>TH</sup> AVENUE NORTHEAST 647.00 FEET; THENCE NORTH 87°27'42" WEST ALONG THE NORTH LINE OF PARCEL 20 AND ITS EASTERLY EXTENSION OF SAID PLAT 240.02 FEET TO THE WEST LINE OF SAID PLAT; THENCE SOUTH 01°24'37" WEST ALONG THE WEST LINE OF SAID PLAT 370.89 FEET TO THE SOUTH LINE OF SAID PLAT; THENCE SOUTH 87°27'41" EAST ALONG SAID SOUTH LINE 1010.20 FEET TO THE SOUTHEAST CORNER OF SAID PLAT; THENCE NORTH 01°41'14" EAST ALONG THE EAST LINE OF SAID PLAT 722.27 FEET; THENCE NORTH 87°34'19" WEST ALONG THE SOUTH LINE OF THE NORTH 342 FEET OF SAID SECTION SUBDIVISION, 127.01 FEET; THENCE NORTH 01°41'14" EAST ALONG THE EAST LINE OF PARCELS 7 AND 8 OF SAID PLAT 297.02 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF SAID 172<sup>ND</sup> STREET NORTHEAST; THENCE NORTH 87°34'19" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY MARGIN 648.05 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CONTAINING 838,160 SQUARE FEET, OR 19.24 ACRES, MORE OR LESS.

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE COMMERCIAL PLAT OF TUCSON, ACCORDING TO THE PLAT THEREOF RECORDED UNDER SNOHOMISH COUNTY RECORDING NO. 200111215014;  
THENCE SOUTH 87°34'19" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 172<sup>ND</sup> STREET NORTHEAST 1015.10 FEET; THENCE NORTH 01°41'14" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY MARGIN 5.00 FEET; THENCE SOUTH 87°34'19" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY MARGIN 127.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°34'19" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY MARGIN 290.02 FEET TO THE EAST LINE OF SAID SECTION SUBDIVISION; THENCE SOUTH 01°41'14" WEST ALONG SAID EAST LINE 1291.07 FEET TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH 87°26'01" WEST ALONG SAID SOUTH LINE 290.03 FEET TO THE WEST LINE OF THE EAST 290 FEET OF SAID SECTION SUBDIVISION; THENCE NORTH 01°41'14" EAST ALONG SAID WEST LINE 1290.37 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CONTAINING 374,305 SQUARE FEET, OR 8.59 ACRES, MORE OR LESS.