



U.S. Department
of Transportation

**Federal Aviation
Administration**

800 Independence Ave., S.W.
Washington, D.C. 20591

May 29, 2015

Exemption No. 11717
Regulatory Docket No. FAA-2015-0102

Ms. Mickie Barnett
Mr. Toby Barnett
Barnett Associates Real Estate Team
Keller Williams Realty Inc. - Marysville
1027 State Avenue, #102
Marysville, WA 98270

Dear Ms. Barnett and Mr. Barnett:

This letter is to inform you that we have granted your request for exemption. It transmits our decision, explains its basis, and gives you the conditions and limitations of the exemption, including the date it ends.

By letters dated December 2, 2014 and April 16, 2015, you petitioned the Federal Aviation Administration (FAA) on behalf of Barnett Associates Real Estate Team (hereinafter petitioner or operator) for an exemption. The petitioner requested to operate an unmanned aircraft system (UAS) to conduct aerial photography and video for advertising real estate and homes.

See Appendix A for the petition submitted to the FAA describing the proposed operations and the regulations that the petitioner seeks an exemption.

The FAA has determined that good cause exists for not publishing a summary of the petition in the Federal Register because the requested exemption would not set a precedent, and any delay in acting on this petition would be detrimental to the petitioner.

Airworthiness Certification

The UAS proposed by the petitioner is a DJI Phantom 2.

The petitioner requested relief from 14 CFR part 21, *Certification procedures for products and parts, Subpart H—Airworthiness Certificates*. In accordance with the statutory criteria provided in Section 333 of Public Law 112–95 in reference to 49 U.S.C. § 44704, and in consideration of the size, weight, speed, and limited operating area associated with the aircraft and its operation, the Secretary of Transportation has determined that this aircraft meets the conditions of Section 333. Therefore, the FAA finds that the requested relief from 14 CFR part 21, *Certification procedures for products and parts, Subpart H—Airworthiness Certificates*, and any associated noise certification and testing requirements of part 36, is not necessary.

The Basis for Our Decision

You have requested to use a UAS for aerial data collection¹. The FAA has issued grants of exemption in circumstances similar in all material respects to those presented in your petition. In Grants of Exemption Nos. 11062 to Astraeus Aerial (*see* Docket No. FAA–2014–0352), 11109 to Clayco, Inc. (*see* Docket No. FAA–2014–0507), 11112 to VDOS Global, LLC (*see* Docket No. FAA–2014–0382), and 11213 to Aeryon Labs, Inc. (*see* Docket No. FAA–2014–0642), the FAA found that the enhanced safety achieved using an unmanned aircraft (UA) with the specifications described by the petitioner and carrying no passengers or crew, rather than a manned aircraft of significantly greater proportions, carrying crew in addition to flammable fuel, gives the FAA good cause to find that the UAS operation enabled by this exemption is in the public interest.

Having reviewed your reasons for requesting an exemption, I find that—

- They are similar in all material respects to relief previously requested in Grant of Exemption Nos. 11062, 11109, 11112, and 11213;
- The reasons stated by the FAA for granting Exemption Nos. 11062, 11109, 11112, and 11213 also apply to the situation you present; and
- A grant of exemption is in the public interest.

Our Decision

In consideration of the foregoing, I find that a grant of exemption is in the public interest. Therefore, pursuant to the authority contained in 49 U.S.C. 106(f), 40113, and 44701, delegated to me by the Administrator, Barnett Associates Real Estate Team is granted an exemption from 14 CFR §§ 61.23(a) and (c), 61.101(e)(4) and (5), 61.113(a), 61.315(a), 91.7(a), 91.119(c), 91.121, 91.151(a)(1),

¹ Aerial data collection includes any remote sensing and measuring by an instrument(s) aboard the UA. Examples include imagery (photography, video, infrared, etc.), electronic measurement (precision surveying, RF analysis, etc.), chemical measurement (particulate measurement, etc.), or any other gathering of data by instruments aboard the UA.

91.405(a), 91.407(a)(1), 91.409(a)(1) and (2), and 91.417(a) and (b), to the extent necessary to allow the petitioner to operate a UAS to perform aerial data collection. This exemption is subject to the conditions and limitations listed below.

Conditions and Limitations

In this grant of exemption, Barnett Associates Real Estate Team is hereafter referred to as the operator.

Failure to comply with any of the conditions and limitations of this grant of exemption will be grounds for the immediate suspension or rescission of this exemption.

1. Operations authorized by this grant of exemption are limited to the DJI Phantom 2 when weighing less than 55 pounds including payload. Proposed operations of any other aircraft will require a new petition or a petition to amend this exemption.
2. Operations for the purpose of closed-set motion picture and television filming are not permitted.
3. The UA may not be operated at a speed exceeding 87 knots (100 miles per hour). The exemption holder may use either groundspeed or calibrated airspeed to determine compliance with the 87 knot speed restriction. In no case will the UA be operated at airspeeds greater than the maximum UA operating airspeed recommended by the aircraft manufacturer.
4. The UA must be operated at an altitude of no more than 400 feet above ground level (AGL). Altitude must be reported in feet AGL.
5. The UA must be operated within visual line of sight (VLOS) of the PIC at all times. This requires the PIC to be able to use human vision unaided by any device other than corrective lenses, as specified on the PIC's FAA-issued airman medical certificate or U.S. driver's license.
6. All operations must utilize a visual observer (VO). The UA must be operated within the visual line of sight (VLOS) of the PIC and VO at all times. The VO may be used to satisfy the VLOS requirement as long as the PIC always maintains VLOS capability. The VO and PIC must be able to communicate verbally at all times; electronic messaging or texting is not permitted during flight operations. The PIC must be designated before the flight and cannot transfer his or her designation for the duration of the flight. The PIC must ensure that the VO can perform the duties required of the VO.
7. This exemption and all documents needed to operate the UAS and conduct its operations in accordance with the conditions and limitations stated in this grant of

exemption, are hereinafter referred to as the operating documents. The operating documents must be accessible during UAS operations and made available to the Administrator upon request. If a discrepancy exists between the conditions and limitations in this exemption and the procedures outlined in the operating documents, the conditions and limitations herein take precedence and must be followed.

Otherwise, the operator must follow the procedures as outlined in its operating documents. The operator may update or revise its operating documents. It is the operator's responsibility to track such revisions and present updated and revised documents to the Administrator or any law enforcement official upon request. The operator must also present updated and revised documents if it petitions for extension or amendment to this grant of exemption. If the operator determines that any update or revision would affect the basis upon which the FAA granted this exemption, then the operator must petition for an amendment to its grant of exemption. The FAA's UAS Integration Office (AFS-80) may be contacted if questions arise regarding updates or revisions to the operating documents.

8. Any UAS that has undergone maintenance or alterations that affect the UAS operation or flight characteristics, e.g., replacement of a flight critical component, must undergo a functional test flight prior to conducting further operations under this exemption. Functional test flights may only be conducted by a PIC with a VO and must remain at least 500 feet from other people. The functional test flight must be conducted in such a manner so as to not pose an undue hazard to persons and property.
9. The operator is responsible for maintaining and inspecting the UAS to ensure that it is in a condition for safe operation.
10. Prior to each flight, the PIC must conduct a pre-flight inspection and determine the UAS is in a condition for safe flight. The pre-flight inspection must account for all potential discrepancies, e.g., inoperable components, items, or equipment. If the inspection reveals a condition that affects the safe operation of the UAS, the aircraft is prohibited from operating until the necessary maintenance has been performed and the UAS is found to be in a condition for safe flight.
11. The operator must follow the UAS manufacturer's maintenance, overhaul, replacement, inspection, and life limit requirements for the aircraft and aircraft components.
12. Each UAS operated under this exemption must comply with all manufacturer safety bulletins.
13. Under this grant of exemption, a PIC must hold either an airline transport, commercial, private, recreational, or sport pilot certificate. The PIC must also hold a current FAA airman medical certificate or a valid U.S. driver's license issued by a state, the District of Columbia, Puerto Rico, a territory, a possession, or the Federal

government. The PIC must also meet the flight review requirements specified in 14 CFR § 61.56 in an aircraft in which the PIC is rated on his or her pilot certificate.

14. The operator may not permit any PIC to operate unless the PIC demonstrates the ability to safely operate the UAS in a manner consistent with how the UAS will be operated under this exemption, including evasive and emergency maneuvers and maintaining appropriate distances from persons, vessels, vehicles and structures. PIC qualification flight hours and currency must be logged in a manner consistent with 14 CFR § 61.51(b). Flights for the purposes of training the operator's PICs and VOs (training, proficiency, and experience-building) and determining the PIC's ability to safely operate the UAS in a manner consistent with how the UAS will be operated under this exemption are permitted under the terms of this exemption. However, training operations may only be conducted during dedicated training sessions. During training, proficiency, and experience-building flights, all persons not essential for flight operations are considered nonparticipants, and the PIC must operate the UA with appropriate distance from nonparticipants in accordance with 14 CFR § 91.119.
15. UAS operations may not be conducted during night, as defined in 14 CFR § 1.1. All operations must be conducted under visual meteorological conditions (VMC). Flights under special visual flight rules (SVFR) are not authorized.
16. The UA may not operate within 5 nautical miles of an airport reference point (ARP) as denoted in the current FAA Airport/Facility Directory (AFD) or for airports not denoted with an ARP, the center of the airport symbol as denoted on the current FAA-published aeronautical chart, unless a letter of agreement with that airport's management is obtained or otherwise permitted by a COA issued to the exemption holder. The letter of agreement with the airport management must be made available to the Administrator or any law enforcement official upon request.
17. The UA may not be operated less than 500 feet below or less than 2,000 feet horizontally from a cloud or when visibility is less than 3 statute miles from the PIC.
18. If the UAS loses communications or loses its GPS signal, the UA must return to a pre-determined location within the private or controlled-access property.
19. The PIC must abort the flight in the event of unpredicted obstacles or emergencies.
20. The PIC is prohibited from beginning a flight unless (considering wind and forecast weather conditions) there is enough available power for the UA to conduct the intended operation and to operate after that for at least five minutes or with the reserve power recommended by the manufacturer if greater.
21. Air Traffic Organization (ATO) Certificate of Waiver or Authorization (COA). All operations shall be conducted in accordance with an ATO-issued COA. The

exemption holder may apply for a new or amended COA if it intends to conduct operations that cannot be conducted under the terms of the attached COA.

22. All aircraft operated in accordance with this exemption must be identified by serial number, registered in accordance with 14 CFR part 47, and have identification (N-Number) markings in accordance with 14 CFR part 45, Subpart C. Markings must be as large as practicable.
23. Documents used by the operator to ensure the safe operation and flight of the UAS and any documents required under 14 CFR §§ 91.9 and 91.203 must be available to the PIC at the Ground Control Station of the UAS any time the aircraft is operating. These documents must be made available to the Administrator or any law enforcement official upon request.
24. The UA must remain clear and give way to all manned aviation operations and activities at all times.
25. The UAS may not be operated by the PIC from any moving device or vehicle.
26. All Flight operations must be conducted at least 500 feet from all nonparticipating persons, vessels, vehicles, and structures unless:
 - a. Barriers or structures are present that sufficiently protect nonparticipating persons from the UA and/or debris in the event of an accident. The operator must ensure that nonparticipating persons remain under such protection. If a situation arises where nonparticipating persons leave such protection and are within 500 feet of the UA, flight operations must cease immediately in a manner ensuring the safety of nonparticipating persons; and
 - b. The owner/controller of any vessels, vehicles or structures has granted permission for operating closer to those objects and the PIC has made a safety assessment of the risk of operating closer to those objects and determined that it does not present an undue hazard.

The PIC, VO, operator trainees or essential persons are not considered nonparticipating persons under this exemption.

27. All operations shall be conducted over private or controlled-access property with permission from the property owner/controller or authorized representative. Permission from property owner/controller or authorized representative will be obtained for each flight to be conducted.
28. Any incident, accident, or flight operation that transgresses the lateral or vertical boundaries of the operational area as defined by the applicable COA must be reported to the FAA's UAS Integration Office (AFS-80) within 24 hours. Accidents must be

reported to the National Transportation Safety Board (NTSB) per instructions contained on the NTSB Web site: www.nts.gov.

If this exemption permits operations for the purpose of closed-set motion picture and television filming and production, the following additional conditions and limitations apply.

29. The operator must have a motion picture and television operations manual (MPTOM) as documented in this grant of exemption.
30. At least 3 days before aerial filming, the operator of the UAS affected by this exemption must submit a written Plan of Activities to the local Flight Standards District Office (FSDO) with jurisdiction over the area of proposed filming. The 3-day notification may be waived with the concurrence of the FSDO. The plan of activities must include at least the following:
 - a. Dates and times for all flights;
 - b. Name and phone number of the operator for the UAS aerial filming conducted under this grant of exemption;
 - c. Name and phone number of the person responsible for the on-scene operation of the UAS;
 - d. Make, model, and serial or N-Number of UAS to be used;
 - e. Name and certificate number of UAS PICs involved in the aerial filming;
 - f. A statement that the operator has obtained permission from property owners and/or local officials to conduct the filming production event; the list of those who gave permission must be made available to the inspector upon request;
 - g. Signature of exemption holder or representative; and
 - h. A description of the flight activity, including maps or diagrams of any area, city, town, county, and/or state over which filming will be conducted and the altitudes essential to accomplish the operation.
31. Flight operations may be conducted closer than 500 feet from participating persons consenting to be involved and necessary for the filming production, as specified in the exemption holder's MPTOM.

Unless otherwise specified in this grant of exemption, the UAS, the UAS PIC, and the UAS operations must comply with all applicable parts of 14 CFR including, but not limited to, parts 45, 47, 61, and 91.

This exemption terminates on May 31, 2017, unless sooner superseded or rescinded.

Sincerely,

/s/

John S. Duncan

Director, Flight Standards Service

Enclosures

Federal Aviation Administration Exemption

DEPARTMENT OF
TRANSPORTATION
FAA
2015 JUN 15 10 1:52

Petition for Exemption under Section 333

FAA Modernization and Reform Act of 2012

Public 112-95 Feb. 14, 2012, Section 333

Submitted by: Barnett Associates Real Estate Team

Date: 12/2/2014

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Contact Information

Exemption Applicant

Barnett Associates Real Estate Team

- Mickie Barnett, 425-750-9090, mickie@barnettassociates.net
- Toby Barnett, 425-210-0709, toby@barnettassociates.net

www.BarnettAssociates.net

1027 State Ave #102 Marysville, WA 98270

Brokerage Company

Keller Williams Realty Marysville

Phone: 360-653-1884

Fax: 360-653-8610

Reviewing Broker: Amy Wagner

Team Leader: Tonja Wortham

Operating Principal: Anton Stetner

Market Center Administrator: Ron Haveman

Toby Barnett

Mickie Barnett

Mission Statement

“To exercise, and continue to exercise, operational control of a UAS in order to record video and capture pictures of real estate and properties for the purpose of selling properties, enhancing advertising campaigns, and increasing production of marketing materials.”

Intended UAS Use

To record video and capture pictures of client's homes / properties for the use in real estate marketing materials.

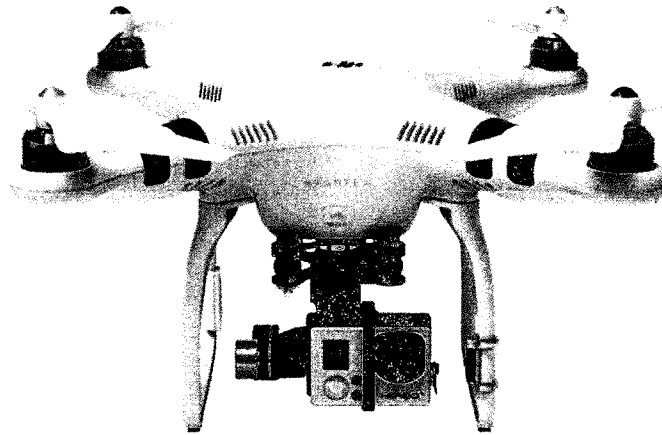
Specific Section of 14 CFR

Seeking specific exemption from:

- FAA Modernization and Reform Act of 2012, Public Law 112-95. Feb. 14, 2012, Section 333

Intended Equipment for Exemption

Aircraft: DJI Phantom 2 H3-3D

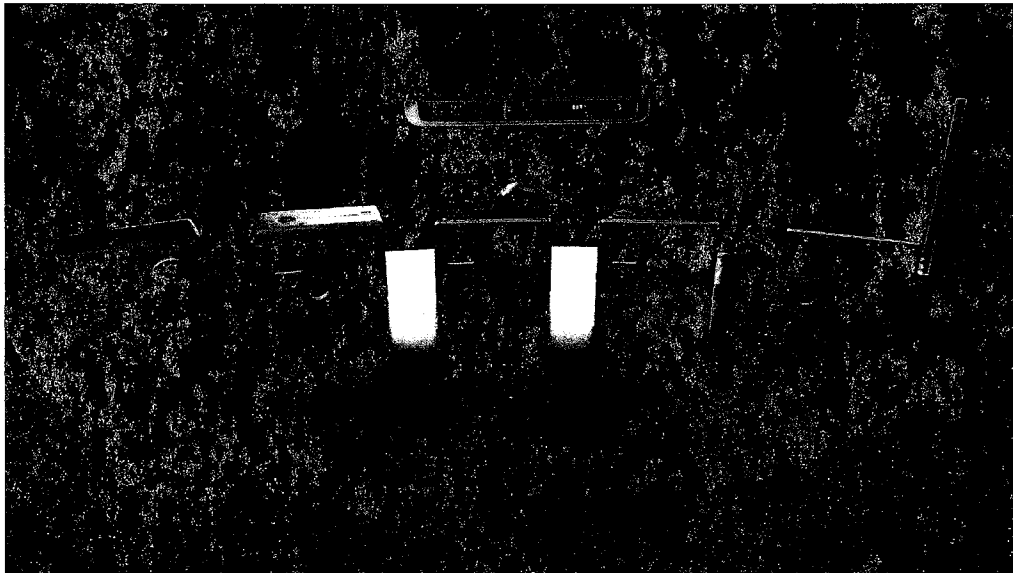


Radio Frequency: 2.4GHz ISM

Radio Sensitivity: -97dBm

Manufactures Website: <http://www.dji.com/>

Cameras: GoPro Hero, GoPro Hero 2, GoPro Hero 3+, and GoPro Hero 4



Manufactures Website: <http://gopro.com/>

Aircraft Performance

- Altitude: 1640 ft. (500m)
- Operational Range: 3,280 ft. (1,000m)
- Hover Accuracy: Ready to Fly
- Flight Time: 25 Minutes
- Battery Life
 - o Quadcopter: 25 Minutes
 - o Remote Control: Over 2 Hours of Continuous Use
- Weight (Battery & Propellers included): 1000g
- Precision Flight and Stable Hovering
- Self-Tightening Propellers
- Max Yaw Angular Velocity: 200°/s
- Max Tilt Angle: 35°
- Max Ascent Speed: 6m/s
- Max Descent Speed: 2m/s
- Max Flight Speed: 15m/s(Not Recommended)
- Take-off Weight: ≤1300g
- Operating Temperature: -10°C ~ 50°C

Maintenance

To ensure safe operational control a maintenance schedule will be followed, a personal tailored maintenance manual has been created, and quality replacement part will be used.

- Inspection: Before and after every flight, the quadcopter's operational condition will be inspected for damage and deterioration.
- Maintenance
 - o Simon Newton's Maintenance Videos
 - <https://www.youtube.com/channel/UC1-HUeRKBGikZrVhiOEtGjQ>
 - o Other tutorials and how-to videos
 - HypervisionAustralia Tutorials
 - <https://www.youtube.com/channel/UCrREhHrA2ATDsdKM6uQyuWA>
- Replacement Parts
 - o DJI (manufacturer)
 - o Reputable After Market Companies

There is no intention in modifying aircraft beyond factory specifications.

Safety Concerns

Spotter for Hazards: To ensure safety, either the co-listing agent, seller, or another party, will be on site to review hazards before and during the flight.

Population of Intended Areas: To ensure safety, all non-essential personnel will be removed from the area. There will be no flight over heavily populated areas like stadiums, schools, malls, airports, casinos, and freeways.

Airports: To ensure pilot(s) safety, there will no flight in or around airports unless explicit written permission is granted.

Heavy Air Space Traffic: To ensure pilot safety, there will be minimal flight in heavy flight traffic areas or in known flight patterns.

Weather: To ensure safety of spotter, co-listing agents, property owners, and pet and wildlife flights will be conducted in optimal weather conditions.

Return-to-Home Feature: In the event the DJI Phantom 2 H3-3D loses signal or runs critically low on battery the UAS has a GPS controlled return to home feature. The 'home' is set upon flight startup.

- Auto Return-to-Home & Landing
- See Pre-Flight Checklist Exhibit A

Flying in Confined Areas: There is a high probability of flying in confined spaces, around residential properties.

Potential Hazards

The following are potential hazards that may, or may not be, present during flight operations:

- Jets, Airplanes, Gliders, and other UASs
- Houses, Commercial Buildings, Shops, and Out Buildings
- Power Lines, Low Voltage Lines, High Voltage Lines, Cable Lines
- Trees, Shrubs, and Hedges
- Automobiles and RVs
- Wildlife, both Land and Air
- Rivers, Lakes, Ponds, Sounds, Straits, and Other Bodies of Water
- Unaccounted for People
- Unaccounted for Pets

Insurance Coverage

Commercial UAS insurance coverage is not currently available through private insurers or through AMA (Academy of Model Aeronautics).

Privacy Concerns

During flight operations privacy concerns are of the highest priority.

With each commercial flight a signed Northwest Multiple Listing Service (NWMLS) Form 1A, listing agreement, will be in place.

- Exhibit B

In addition to the signed NWMLS Listing Agreement, the Barnett Associates Real Estate Team will have a seller/property owner signed letter authorizing the UAS's use for marketing purposes.

- Exhibit C

Neighboring parcels or properties: During each flight operation, the UAS pilot will be extremely mindful of neighboring parcels to not film, record, or take pictures of people and property without their written & signed consent.

*Privacy Concerns Continue on following page.

Privacy Concerns Cont.

Suburban Homes & Properties

Homes that are within residential neighborhoods, it is easy for the camera's field of view to record and take pictures of homes and properties that are not intended for to be advertised for sale. As the UAS increases altitude, so does the risk of inadvertently filming a home or property that hasn't given written permission to do so.

However, in many home and property listing pictures it happens that neighboring homes are in the advertising pictures due to the neighborhood layout and neighboring properties.

It is the opinion of the Barnett Associates Real Estate Team that higher altitude video and pictures are not as effective when advertising a suburban home because:

1. Higher altitude video and pictures isn't that useful in showing the lot's layout.
2. It is easy to discern lot lines and property boundaries from ground level and recorded plat maps.
3. Privacy is an instant concern.

Properties with Acreage

Homes and properties with acreage have a higher degree of uncertainty when trying to determine lot lines, boundaries, and proximity to neighboring properties than a suburban home. Also, people looking to purchase a home with acreage, or a larger lot, have a higher degree of interest on knowing where the approximate lot lines are from an aerial perspective. That is why homes and property with acreage "makes more sense" to film with a UAS.

Homes with View & Waterfront

People looking to purchase and/or sell a home, or a property, with a view, or on waterfront, want to see the home or property from an aerial perspective and to be showcased in this format. This is part of property owner profile. In addition, even though neighboring parcels might be shown in the picture and video, the neighboring properties will only be included if is necessary to the subject property's marketing materials.

Operational Conditions

To capture high resolution images and video operational conditions will be closely monitored because showcasing a home in the best light is the utmost client priority.

- Day Time
 - o Sunny Weather is Highly Preferred
 - o Little to No Cloud Cover
 - o Zero to Low Wind Speeds
 - o High Visibility Conditions

*No night-time operations are scheduled.

Pilot Qualifications

Training Sessions for a Barnett Associates Real Estate Team certified pilot(s).

Current Pilot: Toby Barnett

Pilot's Flight Log: Exhibit D

- Watch Online Training Videos
- Watch Online Training Videos for Specific Type of Filming Needs
- New Pilots will Shadow and Act as Current Pilot's Spotter for 3 Months Prior to First Flight Operations
- Attend Upcoming, and Local, UAS Courses (This is Part of Pilot's Continuing Education)
- Attend Local Course Hosted by DJI (This is Part of Pilot's Continuing Education)
- Every Pilot Will Follow the Flight Plans and Schedules Set Forth in this Document

To make sure pilot(s) stay current with rules, laws, safety techniques, filming practices, pilot(s) are required to take at least 1 continuing education course offered through a 3rd party every year and provide Barnett Associates Real Estate Team with proof of course attended.

Pre-Flight Checklist

Prior to every flight, the pilot will go through a pre-flight checklist. The checklist will then be filed with every property's file in the event of an audit.

Preflight Checklist: Exhibit A

Active Flight Operations

Exercise continuous control of UAS, monitor potential hazards, be aware of changing environments that may present hazards.

Exemption Consultants

Kelly W Barnett

Captain DA90/50

Director of Maintenance Trident Seafoods

Type DA90/50 GIV, HS125

Commercial Helicopter

Barry Hurd

Digital Business Strategist - Barry works with organizations to utilize emerging technologies in a safe and effective way. He has detailed knowledge of the flight platform noted in EXHIBITXXXXX and has years of experience controlling aerial and ground based camera platforms including high-population trade shows and indoor/outdoor events. In addition, he also has an intensive background of competitive research on conditions in the drone and aerial videography industries. He has a highly technical understanding of remote vehicular transmissions and controls and camera gimbal/turret assemblies. As part of this exemption he was asked to review not only conditions relevant to the scope of this exemption, but to advise on the safe and ethical utilization of the system.

Todd McWilliams

Boeing Electrical Engineer 777 Legacy Program

Additional Resources

- <http://knowbeforeyoufly.org/>
- <http://www.dji.com/newpilot>
- <https://www.youtube.com/channel/UCRjoWtWg9BPYzK8YxMrH2Zw>
- <http://www.modelaircraft.org/>
- <http://www.dji.com/product/phantom-2/download>
- <http://www.dji.com/product/phantom-2/spec>
- <http://www.dji.com/support>
- http://wiki.dji.com/en/index.php/Phantom_2
- http://wiki.dji.com/en/index.php/Phantom_2_Vision%2B_Flight_Limits
- <http://www.dji.com/newpilot>

Pre-Flight Checklist

Flight Operation Location: _____

Pilot: _____

Date: _____

- Conduct Walk Around of Flight Area
- Identify Potential Hazards with Spotter
- Locate Safe Launch & Landing Area
- Set Spotter (Spotter May Change Location due to Filming Angle)
- Secure all Pets
- Request on Non-Essential Personnel to Remain Behind Pilot
- Unpack All Equipment from Transportation Case
- Power Up Remote
- Power Up GoPro
- Initiate Video Recording
- Power Up DJI Phantom 2
- Launch DJI Phantom 2
- Conduct Flight Operations
- Land DJI Phantom 2 in Designated Landing Area
- Power Down DJI Phantom 2
- Turn Off Video Recording
- Power Down GoPro
- Power Down Remote
- Put All Equipment Back into Transportation Case

Pilot Signature

EXCLUSIVE SALE AND LISTING AGREEMENT

_____ ("Seller") 1
hereby grants to _____, ("Real Estate Firm" or "Firm") 2
from date hereof until midnight of _____ ("Listing Term"), the sole and exclusive right 3
to submit offers to purchase, and to receipt for deposits in connection therewith, the real property ("the Property") 4
commonly known as _____, 5
City _____, County _____, Washington, Zip _____; 6
to be listed at \$ _____ and legally described as: LOT _____, BLOCK _____, 7
DIVISION _____, VOL _____, PAGE _____ 8
_____ 9

- 1. **DEFINITIONS.** For purposes of this Agreement: (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" 10
includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to 11
purchase. 12
- 2. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint _____ 13
as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers 14
who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated with 15
Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf 16
as and when needed. If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker 17
("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a dual 18
agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and 19
Supervising Broker acting as dual agents. If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire 20
commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer. 21
Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." 22
- 3. **LIST DATE.** Firm shall submit this listing, including the Property information on the attached pages and photographs of 23
the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on _____ ("List Date"), 24
which date shall not be more than 30 days from the effective date of the Agreement. Seller acknowledges that exposure 25
of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for 26
the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any 27
manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, mailers, magazines, 28
newspapers, open houses, previews, showings, or tours. 29
- 4. **COMMISSION.** If during the Listing Term (a) Seller sells the Property and the buyer does not terminate the agreement 30
prior to closing; or (b) after reasonable exposure of the Property to the market, Firm procures a buyer who is ready, 31
willing, and able to purchase the Property on the terms in this Agreement, Seller will pay Firm a commission of (fill in 32
one and strike the other) _____% of the sales price, or \$ _____ ("Total Commission"). From the 33
Total Commission, Firm will offer a cooperating member of MLS representing a buyer ("Selling Firm") a commission of 34
(fill in one and strike the other) _____% of the sales price, or \$ _____. Further, if Seller shall, within six 35
months after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought 36
through the signs, advertising or other action of Firm, or on information secured directly or indirectly from or through 37
Firm, during the Listing Term, Seller will pay Firm the above commission. Provided, that if Seller pays a commission to a 38
member of MLS or a cooperating MLS in conjunction with a sale, the amount of commission payable to Firm shall be 39
reduced by the amount paid to such other member(s). Provided further, that if Seller cancels this Agreement without 40
legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether 41
Seller pays a commission to another MLS member. Selling Firm is an intended third party beneficiary of this Agreement. 42
- 5. **SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient 43
to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its 44
assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of 45
the obligation to pay any debt or costs remaining at closing, including fees such as Firm's commission. Firm will not 46
represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW 47
unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases 48
property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to 49
continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises 50
the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. 51

Seller's Initials _____ Date _____ Seller's Initials _____ Date _____

EXCLUSIVE SALE AND LISTING AGREEMENT

Continued

6. **KEYBOX.** Firm is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by members of MLS and their brokers. A master key also may be held by affiliated third parties such as inspectors and appraisers who cannot have access to the Property without Firm's prior approval which will not be given without Firm first making reasonable efforts to obtain Seller's approval. 52-54
7. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein and that the Property information on the attached pages to this Agreement is correct. Further, Seller represents that to the best of Seller's knowledge, there are no structures or boundary indicators that either encroach on adjacent property or on the Property. Seller authorizes Firm to provide the information in this Agreement and the attached pages to prospective buyers and to other cooperating members of MLS who do not represent the Seller and, in some instances, may represent the buyer. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties and representations are incorrect. 56-62
8. **CLOSING COSTS.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. 63-67
9. **MULTIPLE LISTING SERVICE.** Seller authorizes Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion. Firm shall cooperate with all other members of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of the Property. Regardless of whether a cooperating MLS member is the agent of the buyer, Seller, neither or both, such member shall be entitled to receive the selling firm's share of the commission. MLS is an intended third party beneficiary of this agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this agreement. 68-77
10. **DISCLAIMER/SELLER'S INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind whatsoever to the Property and/or to any personal property therein, including entry by the master key to the keybox and/or at open houses. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to Seller's insurance policy. 78-83
11. **FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs Firm's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price herein, whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be entitled to show the Property at all reasonable times. Firm need not submit to Seller any offers to lease, rent, execute an option to purchase, or enter into any agreement other than for immediate sale of the Property. 84-89
12. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), Form 17C (Unimproved Residential), or Form 17 Commercial). Seller agrees to indemnify, defend and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate. 90-94
13. **DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm. 95-97
14. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located. 98-100

Are the undersigned the sole owner(s)? YES NO 102

Seller's Signature Date Real Estate Firm 103

Seller's Signature Date Broker's Signature Date 104



RE: Authorization to Record Video & Photograph Property

I, _____, legal seller and/or representative, authorize and give permission to the Barnett Associates Real Estate Team to record video and photograph the property commonly known as:

The recorded video and photography is to be used in a manner consistent with current real estate marketing strategies and advertising techniques.

Sincerely,

Signature

Date

Signature

Date

Barnett Associates Real Estate Team
Flight Log

PILOT Toby Barnett

TOTAL HOURS 7.25

DATE	HOURS	LOCATION	PROJECT
10/10/2014	20	(Home) 17712 83rd DI * indicates weather	
10/11/2014	20		
10/12/2014	20		
10/17/2014	20	13527 27th St SE Snohomish WA 98290	Project: https://www.youtube.com/watch?v=XnDMHkpcEgA
10/21/2014	20	19025 Sound View DR Stanwood WA 98292	Project: https://www.youtube.com/watch?v=549SAiun18k
10/28/2014	5 *	(My House) 17712 83rd DR NE Arlington, WA 98223	
10/29/2014	15	13709 58th Ave NW Stanwood, WA 98292	Project: https://www.youtube.com/watch?v=zYpaFN7h93w
11/7/2014	20	18002 123rd Ave NE A Location:	Project: https://www.youtube.com/watch?v=nfIZGbynBuM
11/7/2014	20	3120 147th Ave NE, Lake Stevens	Project: https://www.youtube.com/watch?v=bAaThGhJ8rc
11/12/2014	15	Everett Marina Park	
11/28/2014	20	Kamaole Beach Park III Maui, HI	
11/29/2014	20	Twin Falls Maui, HI	
11/30/2014	10	Ahihi Kinau Natural Area Resv.	
12/1/2014	20	Kamaole Beach Park III Maui, HI	
12/3/2014	20	Kalama Beach Park Maui, HI	
12/5/2014	20	Kamaole Beach Park III Maui, HI	
12/6/2014	20	Kamaole Beach Park III Maui, HI	
12/14/2014	20	(My House) 17712 83rd DR NE Arlington WA 98223	
12/18/2014	15	1027 State Ave #102 Marysville WA 98270	
12/25/2014	10	(My House) 17712 83rd DR NE Arlington WA 98223	
12/29/2014	20	Patrick Johnson's Granite Falls farm	
1/6/2014	20	The Granite Falls in Granite Falls Washington	
1/6/2014	10	Blue Stilly Park in Arlington WA	
1/7/2014	20	The Granite Falls in Granite Falls Washington	Project: https://www.youtube.com/watch?v=1g5SFWbFHqw
1/9/2015	15	Deer Lake Whidbey Island, WA	

From: Ngo, Dan (FAA)

Sent: Tuesday, April 28, 2015 11:06 AM

To: 'toby@barnettassociates.net'

Subject: Petition for Exemption: Barnett Associates Real Estate Team FAA-2015-0102

Mr. Barnett,

This email is to confirm receipt of the submission of the supplemental documents dated April 16, 2015. I have added them to your file for review.

Regards,

Dan Ngo

Dan Ngo

Office of Rulemaking, Aircraft and Airport Rules Division

Federal Aviation Administration

202.267.4264