

Return Address:

AFTER RECORDING, RETURN TO:

Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23226

Attn: DC



201807020090

07/02/2018 10:54 AM Pages: 1 of 10 Fees: \$207.00
Skagit County Auditor

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)
1. First Amendment To Wireless Communication Easement and Assignment Agreement
2. _____
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:
Additional reference #'s on page _____ of document 20408290170

Grantor(s) Exactly as name(s) appear on document
1. Thomas K Studebaker, _____
2. _____
Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document
1. TIT Meltel LLC, F/K/A TIT Unison Site Management LLC
2. _____
Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
Section 5, Township 34 Range 14
Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number assigned P72136, P72738, P72181 Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

20492532

FIRST AMENDMENT TO WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT

This First Amendment to Wireless Communication Easement and Assignment Agreement (the "**First Amendment**") is made effective as of the latter of the signature dates set forth below this First Amendment (such date, the "**Effective Date**") by and between Thomas K. Studebaker, also shown of record as Tom Studebaker, and as Tom K. Studebaker, as his separate property, whose address is 3221 Upper Samish Road, Sedro Woolley, Washington 98284 (the "**Site Owner**") and T14 MelTel LLC, f/k/a T14 Unison Site Management LLC, a Delaware limited liability company, having an address of 60 Arch Street, 2nd Floor, Greenwich, Connecticut 06830 ("**Melody**"). All references hereafter to Site Owner and Melody, shall include their respective heirs, successors, personal representatives, licensees, lessees, and assigns. At times Site Owner and Melody are referred to individually as the "Party", and collectively as the "Parties".

RECITALS

WHEREAS, Site Owner is the owner of that certain building and property (collectively, the "**Property**") located in the City of Burlington, and County of Skagit, in the State of Washington, having a street address of 624 and 700 S. Spruce Street, Burlington, Washington 98233; and

WHEREAS, Site Owner and Melody (or its predecessor-in-interest) entered into that certain Wireless Communication Easement and Assignment Agreement (the "**Easement Agreement**") dated August 25th, 2014, pursuant to which Melody acquired an easement in, to, under, and over the building portion of the Property (the "**Communication Easement**") substantially shown and/or described on Exhibit B-1 of the Easement Agreement, and accepted the assignment of any existing agreements related to the Property (the "**Existing Agreements**") as shown and/or described on Exhibit C of the Easement Agreement; and

WHEREAS, Melody desires to amend the Easement Agreement to expand the Communication Easement area, 35 square feet (approximately) for the installation of additional equipment ("the **Expanded Communication Easement Area**"); and

WHEREAS, the Parties desires to amend the Easement Agreement to modify the notice address respectively; and

WHEREAS, the Parties, in their mutual interest, desire to amend the Easement Agreement as set forth below accordingly.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Expansion of the Communication Easement Area.**

- a. Exhibit B-1 of the Easement Agreement is hereby supplemented with Exhibit B-1-A attached hereto and made a part hereof to include the additional equipment installation, and the use of the Expanded Communication Easement Area in the approximate locations, all as more fully described and depicted on the plans attached to Exhibit B-1-A.
 - b. Neither Site Owner nor Melody shall have any responsibility for the construction of the Expanded Communication Easement Area or any of the improvements to be installed in the Expanded Communication Easement Area.
 - c. Site Owner agrees to continue to provide Melody and its tenants access in, to, from, and over the Property consistent with the grant of this First Amendment, seven (7) days a week, twenty-four (24) hours a day.
2. **Notices.** Section 17 of the Easement Agreement is hereby deleted in its entirety, and replaced with the following:

Notices. All notices, requests, demands, and communications hereunder will be given by first class certified or registered mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Parties as follows:

If to Site Owner: Thomas K. Studebaker
 3221 Upper Samish Road
 Sedro Woolley, WA 98284

If to Melody: T14 MelTel LLC
 c/o Melody Wireless Infrastructure, Inc.
 60 Arch Street, 2nd Floor
 Greenwich, CT 06830
 Attn: Asset Management
 Site No. R1917W

With a copy to: T14 MelTel LLC
 c/o Melody Wireless Infrastructure, Inc.
 53 Calle Palmeras, Suite 501
 San Juan, PR 00901-2409
 Attn: Asset Operations Department
 Site No. R1917W

All notices, requests, demands, and communications hereunder must be provided to all of the addresses above in order to constitute effective notice to Site Owner or Melody. Either Party hereto may change the place for the giving notice to it by thirty (30) days prior written notice to the other as provided herein.

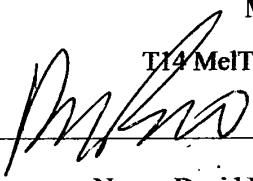
3. **General Terms and Conditions.**


- a. The Easement Agreement and this First Amendment contain all agreements, promises or understandings between Melody and Site Owner, and no verbal or oral agreements, promises or understandings, shall be binding upon either Melody or Site Owner in any dispute, controversy or proceeding at law, and any addition, variations or modification to the Easement Agreement and/or this First Amendment, shall be void and ineffective, unless made in writing and signed by the Parties.
- b. In the event of any inconsistencies between the Easement Agreement and this First Amendment, the terms of this First Amendment shall control.
- c. Except as expressly set forth in this First Amendment, the Easement Agreement otherwise is unmodified, and remains in full force and effect.
- d. Each reference in the Easement Agreement to itself, shall be deemed also to refer to this First Amendment.
- e. Each of the Parties hereto warrants to the other that the person or persons executing this First Amendment on behalf of such Party has the full right, power and authority to enter into and execute this First Amendment on such Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this First Amendment.
- f. All capitalized terms used in this First Amendment, unless otherwise defined, will have the same meaning as the terms contained in the Easement Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

Site ID: R1917W (425445)

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the Effective Date.

Melody
T14 MeITel LLC
By: 
Name: David Bacino
Title: Authorized Signatory
Date: 6/14/2018

Site Owner
Thomas K. Studebaker
By: 
Name: Tom Studebaker
Title: Owner
Date: 5-22-2018

[EXHIBITS ON THE FOLLOWING PAGE]

Exhibit B-1-A
(To Supplement Exhibit B-1 of the Easement Agreement)
Expanded Communication Easement Area

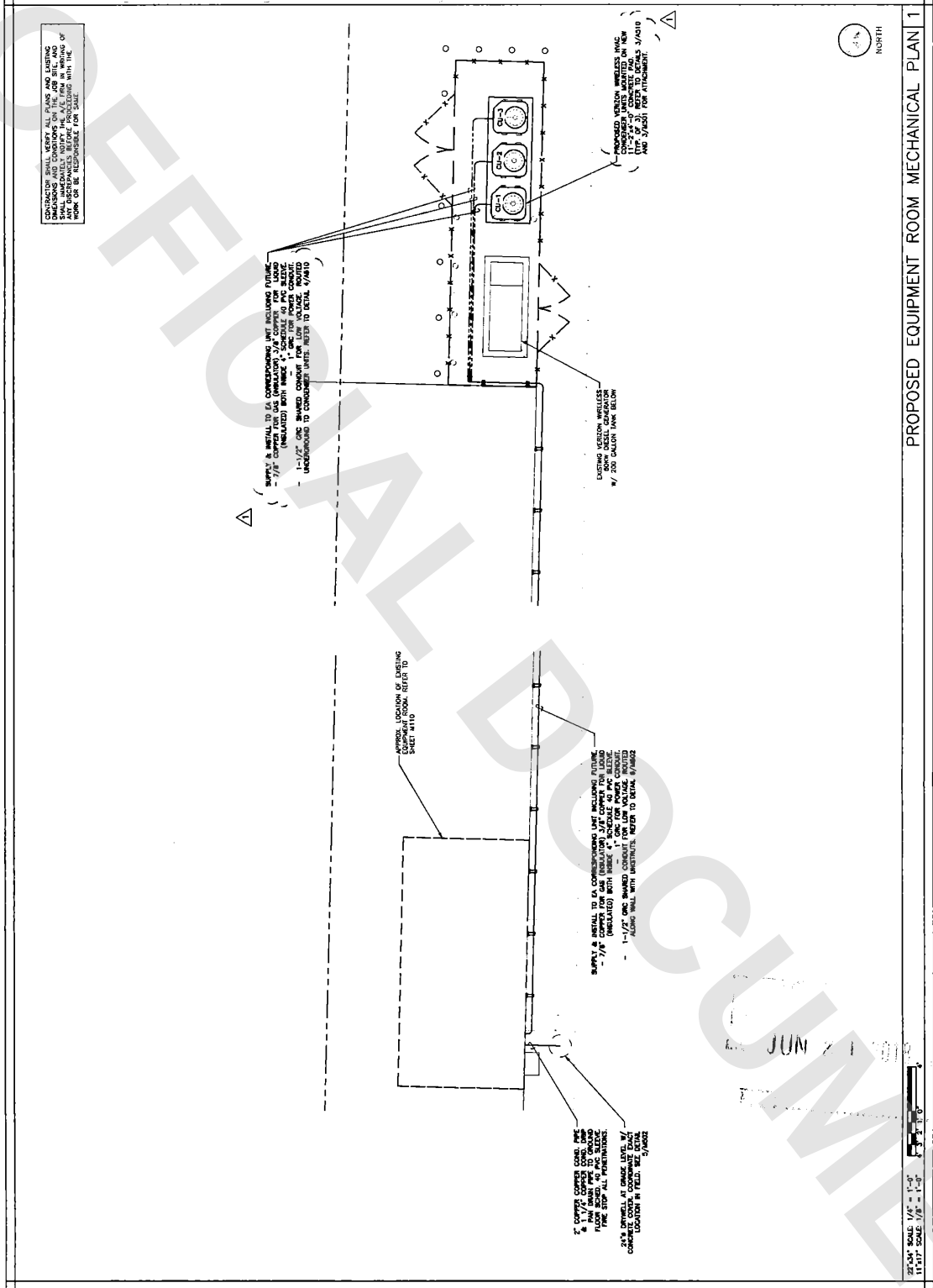
verizon
 700 SOUTH SPRUCE STREET
 BURLINGTON, WA 98233

SEA - BURLINGTON
 SITE PROJECT NUMBER - 20171550083

verizon
 700 SOUTH SPRUCE STREET
 BURLINGTON, WA 98233

MORRISON HERSHFIELD
 145 HILTON PARKWAY SUITE 300
 FAYETTEVILLE, NC 28404
 TEL: 704.399.8000
 WWW.MORRISONHERSFIELD.COM

MECHANICAL PLAN
 M101



PROPOSED EQUIPMENT ROOM MECHANICAL PLAN 1

201807020090
11/17/17 SCALE 1/8" = 1'-0"