

**KING COUNTY WATER DISTRICT NO. 90
KING COUNTY, WASHINGTON**

RESOLUTION NO. 1107

A RESOLUTION of the Board of Commissioners of King County Water District No. 90, King County, Washington, relating to the real property commonly known as 15632 SE 128th Street, Renton, Washington, 98059 ("Property").

WHEREAS, the District purchased the Property adjoining the District office from John A. Bray and Kathryn E. Bray ("Bray"); and

WHEREAS, prior to the District's purchase of the Property, the Bray's entered into a Wireless Communication Easement and Assignment Agreement ("Easement Agreement") with Digital Unison US Acquisitions, LLC ("Digital Unison") recorded under King County Recording Number 20210412000350;

WHEREAS, the Easement Agreement was mistakenly recorded after the deed from the Brays to the District and the District and Digital Unison desire to remedy that error and to clarify provisions contained in the Easement Agreement;

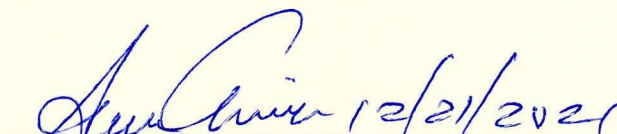
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of King County Water District No. 90, King County, Washington, as follows:

SECTION 1: The Board hereby authorizes the District Manager to execute the First Amendment to Wireless Communication Easement and Assignment Agreement.

ADOPTED by the Board of Commissioners of King County Water District No. 90, King County, Washington, at a regular open public meeting thereof on the 21st day of December, 2021.



Pete Eberle, President



Sam Amira, Vice President



Al Materi, Secretary

Record and Return to:
TitleVest Agency, Inc.
Joseph Mangus
110 E. 42nd Street, 10th Floor
New York, NY 10017
File: TWA789330
Site: 426021

Document Title: First Amendment to Wireless Communication Easement and Assignment Agreement

Grantor: King County Water District No. 90

Grantee: Digital Unison US Acquisitions, LLC, a Delaware limited liability company

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

S 1/2 OF W 1/2 OF SW 1/4 OF SE 1/4 LESS W 161 FT LESS W 39 FT OF S 390 FT THOF LESS E 290 FT
TGW S 50 FT OF N 1/2 OF W 1/2 OF SW 1/4 OF SE 1/4 LESS W 161 FT & LESS E 290 FT

Assessor's Property Tax Parcel/Account Number(s): 112305900709

Document References: Instrument Number 20210412000350; Instrument Number 20210409002565

NOTE: *The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.*

Prepared by:
Digital Unison US Acquisitions, LLC
717 5th Avenue, Suite 12A
New York, NY 10022
Site: 426021

FIRST AMENDMENT TO WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT

THIS FIRST AMENDMENT TO WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT (this "Amendment") is made as of the ~~21st~~ day of December, 2021 ("Effective Date"), by and between King County Water District No. 90, whose address is 15606 SE 128th Street, Renton, WA 98059 ("Site Owner") and Digital Unison US Acquisitions, LLC, a Delaware limited liability company, whose address is 717 5th Avenue, Suite 12A, New York, NY 10022 ("Grantee"). All references hereafter to "Grantee" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees, and assigns (Grantee and Site Owner, collectively, "Parties" and each a "Party").

RECITALS

WHEREAS, John A. Bray and Kathryn E. Bray, husband and wife (collectively, "Prior Site Owner"), were the owner of that certain property (the "Property") located in the City of Renton, and County of King, in the State of Washington, having a street address of 15632 SE 128th Street, Renton, WA 98059, and which Property is more particularly described on Exhibit A attached hereto;

WHEREAS, Prior Site Owner and Grantee entered into that certain letter agreement titled Terms of Agreement, dated February 12, 2021 (the "Easement Terms"), and pursuant to the Easement Terms, Prior Site Owner and Grantee entered into that certain Wireless Communication Easement and Assignment Agreement dated and made effective as of April 8, 2021 (the "Easement Agreement") and recorded on April 12, 2021, as Instrument Number 20210412000350, in the Official Records of King County, Washington;

WHEREAS, Prior Site Owner and Site Owner entered into that certain Residential Real Estate Purchase and Sale Agreement dated 3-3-2021 (the "Water District PSA"), and pursuant to the Water District PSA, Prior Site Owner reserved certain rights, more particularly set forth in the Easement Agreement, and delivered to Site Owner that certain Statutory Warranty Deed dated as of April 7, 2021 (the "Water District Deed") and released from closing escrow and recorded on April 9, 2021, as Instrument Number 20210409002565, in the Official Records of King County, Washington;

WHEREAS, by reason of accidental recording error, the Water District Deed was recorded prior to the Easement Agreement; and

WHEREAS, the Parties desire to enter into this Amendment to (i) acknowledge the aforementioned recording error and to clarify their intentions and provide notice of such intentions to anyone who may be concerned and to anyone who may have a future interest in the Property or the Easement Agreement and (ii) ratify the Easement Agreement and amend the Easement Agreement on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Grantee full discharge and acquittance therefor, Site Owner and Grantee hereby ratify the Easement Agreement and agree to amend the Easement Agreement as follows:

1. Defined Terms. Terms used but not defined herein shall have the meanings ascribed to such terms in the Easement Agreement.

2. Ratification. Site Owner acknowledges that the Easement Agreement was to be recorded prior to the Prior Site Owner's transfer of title to Site Owner. As such, Site Owner accepts the Property subject to the terms of the Easement Agreement, and hereby ratifies and approves the Easement Agreement, subject to the amendments described herein.
3. Amendment. Exhibits A and B-1 of the Easement Agreement are hereby deleted in their entirety, and new Exhibits A and B-1 are hereby inserted in their place, as follows on pages 6 and 7 attached hereto. Further, a new Exhibit B-2 is hereby added to the Easement Agreement, as follows on page 8 attached hereto.
4. Representations. Each of Site Owner and Grantee represents, warrants and agrees that such Party has the right, power, and authority to enter into this Amendment, and any consents and authorizations required in connection with the execution and delivery of this Amendment have been obtained with respect to such Party.
5. Easement Agreement Continues in Full Force and Effect: Covenant Running with the Land. Except as modified by this Amendment, the Easement Agreement continues in full force and effect and is binding upon the Parties. The provisions and covenants contained in this Amendment shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs, and assigns as their interests may appear.
6. Notices. For the purposes of Section 16 "Notices" of the Easement Agreement, Grantee acknowledges that the address for Site Owner is hereby updated to be the address specified by Site Owner in the preamble to this Amendment.
7. Miscellaneous. (a) This Amendment and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Grantee with respect to the subject matter of this Amendment, and supersedes all offers, negotiations and any other written or verbal agreements; (b) this Amendment is governed by the laws of the State in which the Property is located; (c) if any term of this Amendment is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Amendment, which shall continue in full force and effect, and this Amendment shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (d) neither Party has provided any legal or tax advice to the other Party in connection with the execution of this Amendment; and (e) this Amendment may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

"SITE OWNER":

KING COUNTY WATER DISTRICT NO. 90

By: *Darcey Peterson*
Name: Darcey Peterson
Title: General Manager

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 21st day of December, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Darcey Peterson, to me personally known, who being by me duly sworn did say that she is the General Manager of said King County Water District No. 90, a Washington municipal corporation; that no seal has been procured by the said District, and that said instrument was signed on behalf of said District by authority of its elected commissioners and the said General Manager acknowledged the execution of said instrument to be the free act and deed of said District, by it and by her voluntarily executed.

Patrick M Hanis
Notary Public in and for said County and State



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

"GRANTEE":

DIGITAL UNISON US ACQUISITIONS, LLC,
a Delaware limited liability company

By: _____
Name: Sue-Hyung Shin
Title: Managing Director

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sue-Hyung Shin, to me personally known, who being by me duly sworn did say that he is the Managing Director of said Digital Unison US Acquisitions, LLC; that no seal has been procured by the said limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its Manager and/or Members, and the said Managing Director acknowledged the execution of said instrument to be the free act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land in the County of King, State of Washington, described as follows:

THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 161 FEET THEREOF;

EXCEPT THE WEST 39 FEET OF THE SOUTH 390 FEET THEREOF;

EXCEPT THE EAST 290 FEET THEREOF

TOGETHER WITH THE SOUTH 50 FEET OF THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 161 FEET THEREOF;

AND EXCEPT THE EAST 290 FEET THEREOF,

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B-1

COMMUNICATION EASEMENT

The portion of the Property (see Exhibit A) leased by Site Owner under the Easement Agreement, consisting of a 28' x 27' area, containing approximately seven hundred fifty-eight (758) square feet of the Property, as more precisely described below:

The North 27 feet of the South 51 feet of the West 28 feet of the East 37.5 feet of the Property described in Exhibit A

And depicted below (SE portion of Property only):

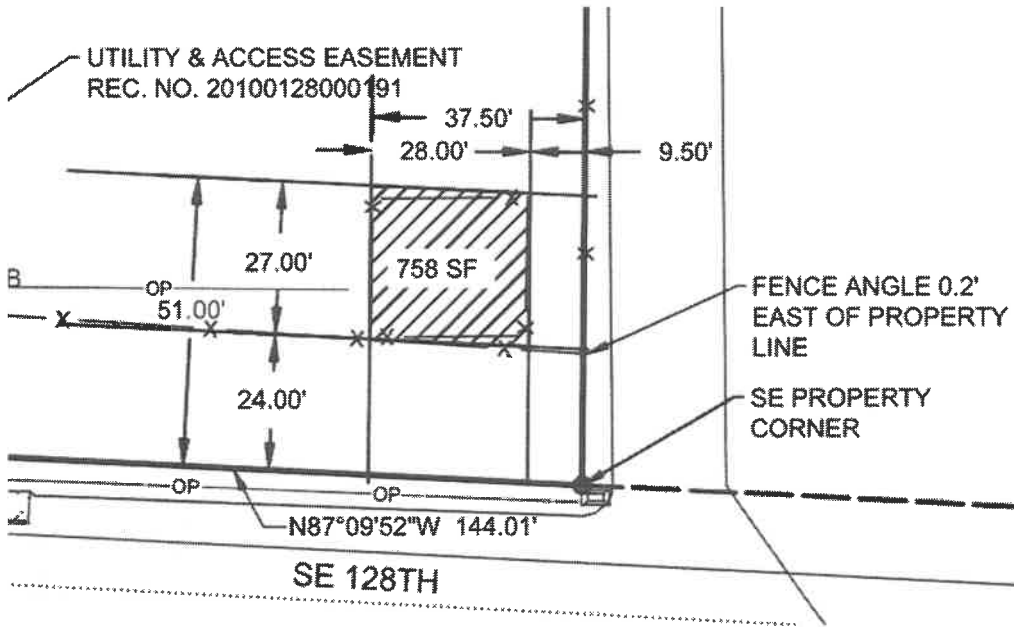


EXHIBIT B-2

ACCESS AND UTILITIES EASEMENT

That portion of the Property described in Exhibit A provided by Site Owner under the Easement Agreement for access and utilities, including the following:

All rights of ingress and egress across a portion of the Property described in Exhibit A to and from the Communication Easement providing access to a publicly dedicated roadway, including but not limited to SE 128th Street, along with the right to use said ingress/egress easement for the development, repair, maintenance, and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

Site Owner may, at its sole cost and expense, relocate the ingress and egress points to and from the Communication Easement so long as such relocation provides Grantee with similar or better access as currently exists to and from SE 128th Street. Site Owner shall provide notice of a proposed relocation to Grantee and the tenant (currently New Cingular Wireless PCS, LLC, a Delaware limited liability company) at least forty-five (45) days prior to any relocation being made. In the event Grantee and the above-mentioned tenant does not object to the relocation during that notice period, then the relocation proposal will be deemed approved. In the event of an objection, the parties will cooperate in attempting to resolve any concerns with the proposed relocation.