

Return Name and Address:

**Comcast Cable**

4020 Auburn Way N

Auburn, WA 98002

ATTN: Business Services Group

*KENC*

Please print or type information

<b>Document Title(s)</b> Grant of Easement 1. — Union Station Comcast Easement 2.
<b>Grantor(s)</b> 1. Union Station Associates, LLC 3.
<b>Grantee(s)</b> 1. Comcast of Washington IV, Inc 2. 3.
<b>Legal Description</b> (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.)  A parcel of land being all of blocks 25, 26 and 27, and the vacated alleys located therein, D.S. Maynard's plat of the town (now city) of Seattle, according to the plat thereof recorded in volume 1 of plats, page 23, records of King county, Washington, all of blocks 201 and 202, and the vacated alleys located therein of the plat of the Seattle tide lands, according to the official maps on file in the office of the commissioner of public lands in Olympia, Washington, and all those portions vacated King, Weller and lane streets adjoining to the above mentioned blocks, a ll in the city of Seattle, King County, Washington.  <input type="checkbox"/> Additional legal is on page _____ of document.
<b>Assessor's Property Tax Parcel/Account Number</b>  880970-0000  <input type="checkbox"/> Property Tax Parcel ID is not yet assigned. <input type="checkbox"/> Additional parcel numbers on page _____ of document.

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

Market: West

Site State: WA

Site Address: 505 5<sup>th</sup> Avenue, South, Seattle

This Grant of Easement (the "Easement"), dated this 30<sup>th</sup> day of September, 2015 (the "Effective Date") by and between Comcast of Washington IV, Inc., hereinafter referred to as Grantee ("Grantee") and Union Station Associates, LLC, hereinafter referred to as Grantor(s) ("Grantor(s)").

In consideration of Ten Thousand 00/1000 Dollars (\$10,000.00), Grantor(s), owner(s) of the property described below, hereby grant(s) to Grantees, its successors, assigns and their respective affiliates, an easement in gross and right-of-way to, EXHIBIT "A", hereto attached for the purpose of constructing, using, maintaining, operating, altering, adding to, repairing, replacing, reconstructing, inspecting and removing at any time and from time to time a communications system (hereinafter referred to as the ("Facilities")) consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing communication services in, on, over, under, across and along that certain real property (the "Property"), including, without limitation, in vertical and horizontal shafts within the building(s), located at County of King, State of Washington, and described as follows:

Situate in the County of King, State of Washington.

A parcel of land being all of blocks 25, 26 and 27, and the vacated alleys located therein, D.S. Maynard's plat of the town (now city) of Seattle, according to the plat thereof recorded in volume 1 of plats, page 23, records of King county, Washington, all of blocks 201 and 202, and the vacated alleys located therein of the plat of the Seattle tide lands, according to the official maps on file in the office of the commissioner of public lands in Olympia, Washington, and all those portions vacated King, Weller and lane streets adjoining to the above mentioned blocks, all in the city of Seattle, King County, Washington.

Grantor(s) agree for themselves and their heirs and assigns that the Facilities on the Property shall be and remain the personal property of Grantee and may not be altered, obstructed or removed without express written consent of Grantee. Grantee, and its contractors, agents and employees, shall have free access to said Facilities and every part thereof at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Property of Grantor, Grantor shall, on behalf of Grantee, make any excavation on the Property and Grantee shall reimburse the Grantor for reasonable cost of excavation on the Property. This Easement shall run with the land and shall be binding upon Grantor, its successors and assigns.

Indemnification. Comcast shall indemnify, hold harmless and defend Owner, its employees, mortgagees, property manager, agents, contractors, invitees, officers, directors, affiliates and subsidiaries (together, the "Indemnified Parties") from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' and other professional fees, arising from or out of the installation, operation, maintenance or removal by Comcast of the Facilities and the Services provided by Comcast, except to the extent that any such claims, actions, damages, liabilities, expenses or damage are proximately caused by the breach by Owner or other Indemnified Party of the terms and conditions of this Agreement or the gross negligence or willful misconduct of Owner or other Indemnified Party.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

Limitation of Liability. In no event shall Grantee be liable to Grantor, for any amount in excess of \$100,000, for any lost profits, special, incidental, punitive, exemplary or consequential damages, including but not limited to frustration of economic or business expectations, loss of profits, loss of capital, cost of substitute product(s), facilities or services, or down time cost, even if advised of the possibility of such damages.

This Easement shall have a term of ten (10) years, commencing on the Effective Date.

Executed this 30<sup>th</sup> day of September 2015

Witness:

*[Signature]*

By:

*[Signature]*

Grantor

Witness:

*[Signature]*

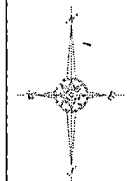
By:

*[Signature]*

Grantee

Unofficial Copy

# SITE OVERVIEW / RIGHT OF WAY ENTRANCE LOCATION

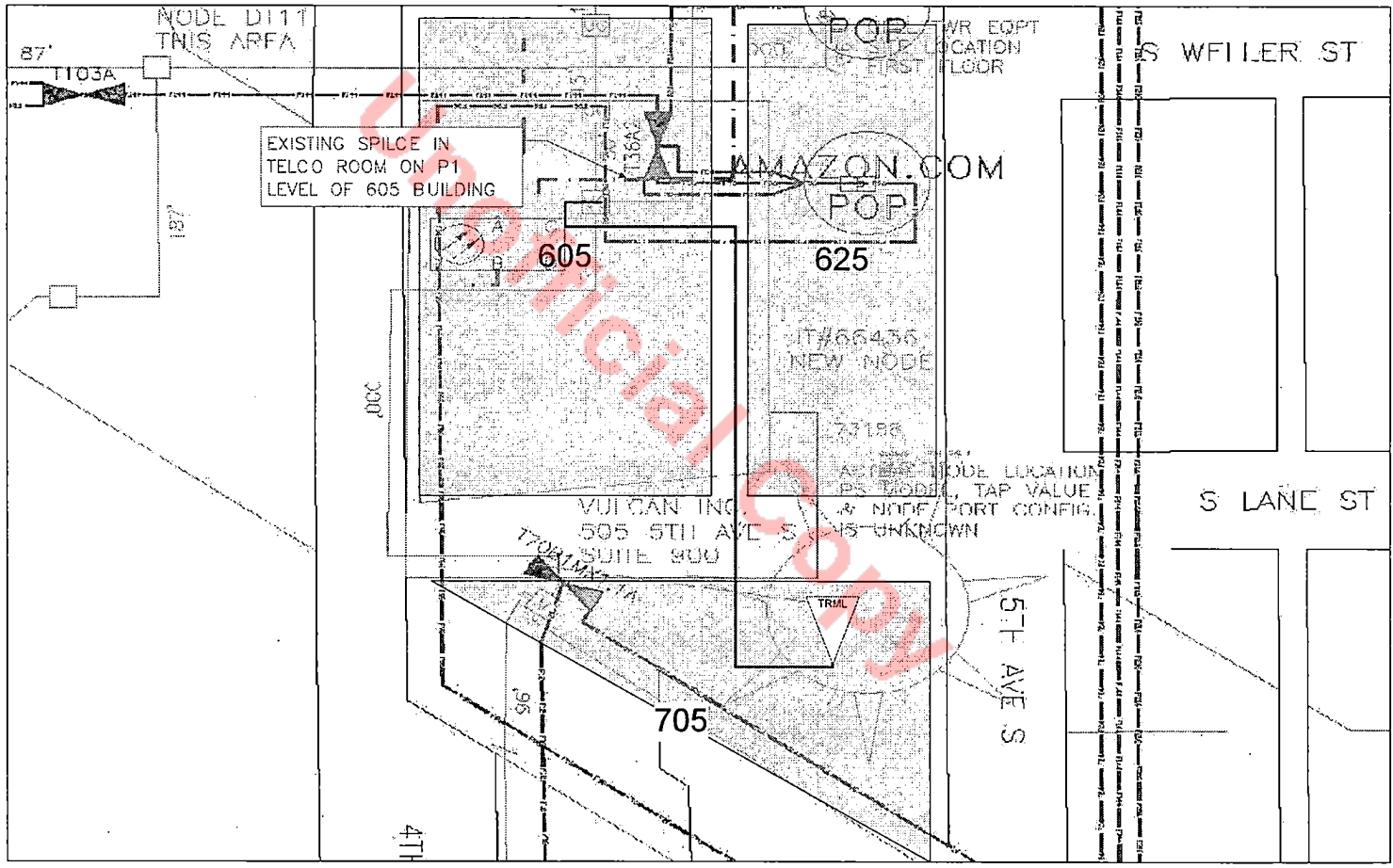


Sheet Number: **1 of 3**  
**JT-73188**  
**GLOBYS-705 S<sup>th</sup> AVE S**  
 3/9/2013 EF-BS  
 3/16/2013 EF-BS  
 3/16/2013 Mark-Up Create  
 About  
 THIS IS PROPRIETARY INFORMATION - NOT FOR DISTRIBUTION

MARK-UP



**eclipse engineering**  
 2243 K St Ave S  
 Kent, WA 98032  
 Phone: (206) 835-6677

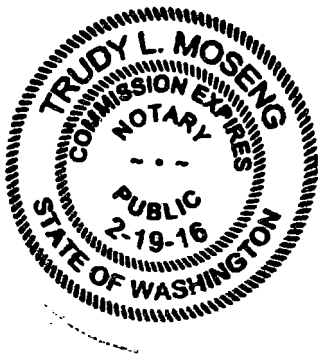


GRANTEE

ACKNOWLEDGEMENT

STATE OF Washington )  
 )ss.  
COUNTY OF Snohomish )

On September 16, 2015 before me, Judy Moseng, Notary Public personally  
Name and Title of Officer (e.g. "Jane Doe, Notary Public")  
appeared Matthew Fassnacht and Jami Donaldson .  
Name(s) of Signer(s)



personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s) or the entity upon behalf of  
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Judy L Moseng  
Signature of Notary Public

My Commission Expires: 2-19-16

Unofficial Copy

GRANTOR

ACKNOWLEDGEMENT

STATE OF Washington

)  
)ss.

COUNTY OF King

On September 30<sup>th</sup>, 2015 before me, Truong Nguyen, Notary Public personally  
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

appeared Kevin Daniels  
Name(s) of Signer(s)

✓  
\_\_\_\_\_

personally known to me  
proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s) or the entity upon behalf of  
which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Truong Nguyen  
Signature of Notary Public

My Commission Expires: 4/10/19

UNOFFICIAL COPY

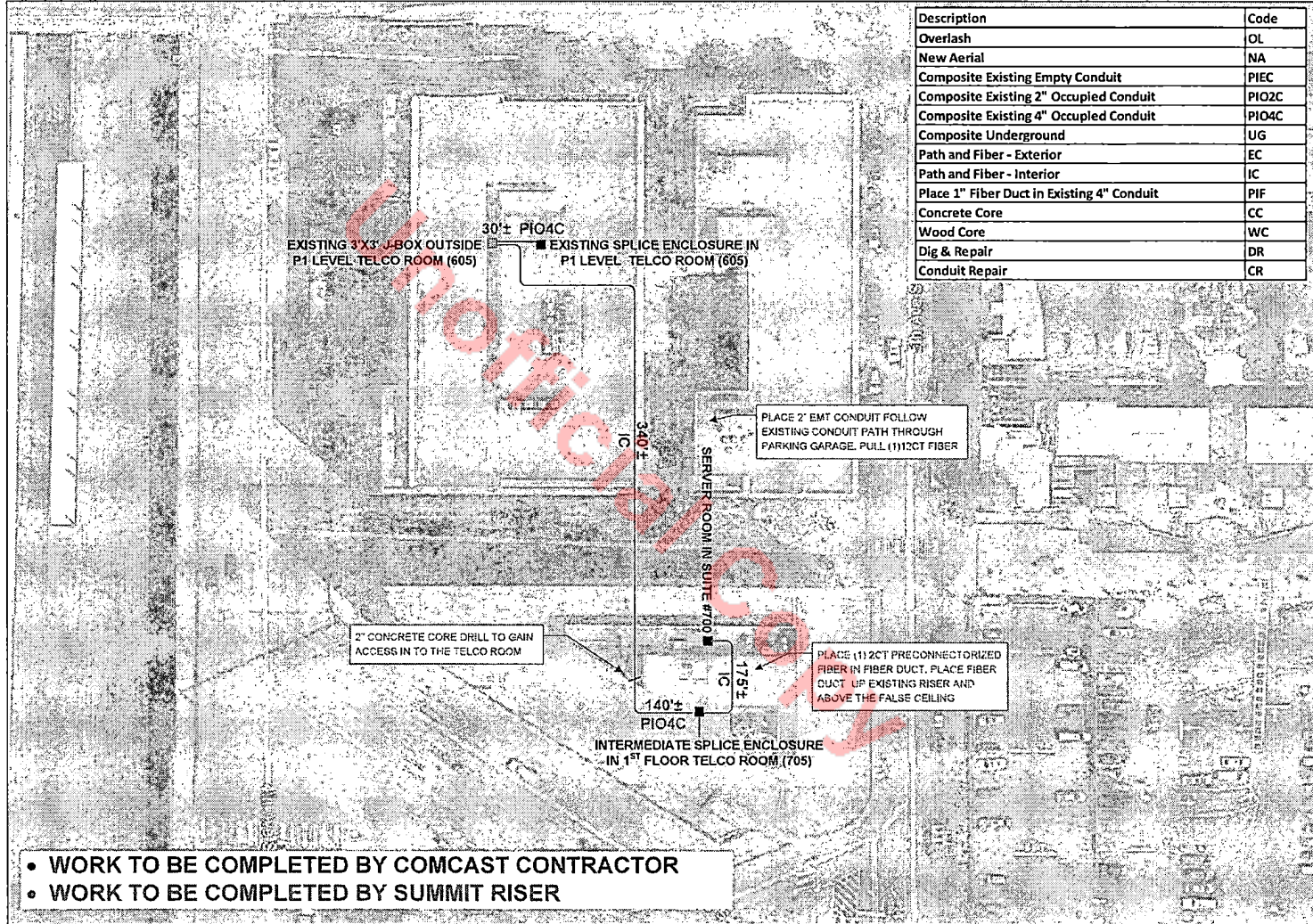


JT-73188 2 of 3

Slack Number:	2 of 3
Project Name:	GLOBYS - 705 5 <sup>TH</sup> AVE S
Start Date:	3/13/2013
End Date:	3/14/2013
Created By:	Summit
Approved By:	

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# MARK-UP



Description	Code
Overlash	OL
New Aerial	NA
Composite Existing Empty Conduit	PIEC
Composite Existing 2" Occupied Conduit	PIO2C
Composite Existing 4" Occupied Conduit	PIO4C
Composite Underground	UG
Path and Fiber - Exterior	EC
Path and Fiber - Interior	IC
Place 1" Fiber Duct in Existing 4" Conduit	PIF
Concrete Core	CC
Wood Core	WC
Dig & Repair	DR
Conduit Repair	CR

- WORK TO BE COMPLETED BY COMCAST CONTRACTOR
- WORK TO BE COMPLETED BY SUMMIT RISER

# SITE PHOTOGRAPHS

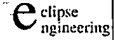


JT- 73188  
 Sheet Number: 3 of 3

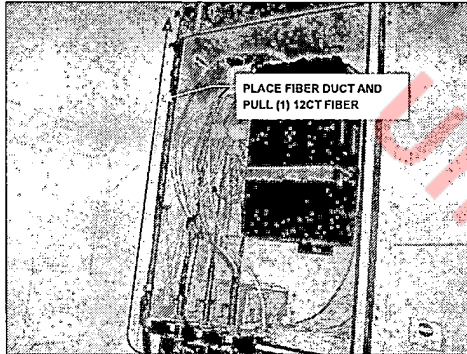
GLOBYS-705 5 <sup>TH</sup> AVE S	
3/12/2013	Surveyed
3/18/2013	Mark-Up Created
	As Built

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**MARK-UP**

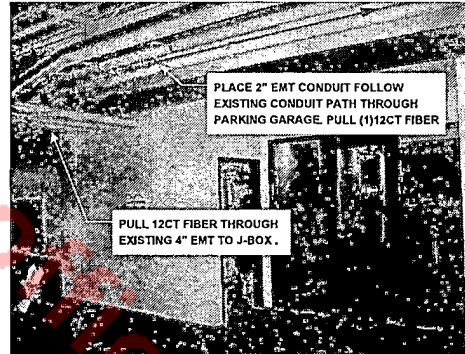


2245 N.W. Ave #  
 Fort. Lauderdale, FL 33305  
 Phone: (305) 991-8590



PLACE FIBER DUCT AND PULL (1) 12CT FIBER

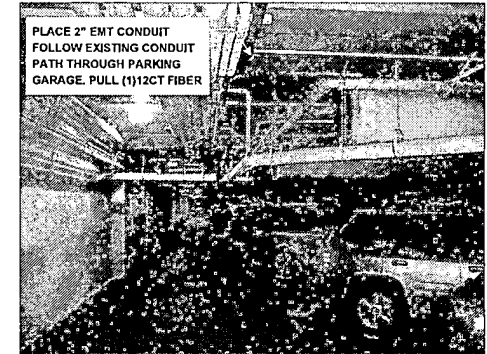
PHOTO #1 - EXISTING SPLICE (605 BLD)



PLACE 2" EMT CONDUIT FOLLOW EXISTING CONDUIT PATH THROUGH PARKING GARAGE. PULL (1) 12CT FIBER

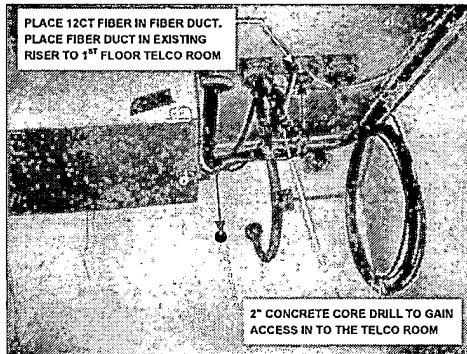
PULL 12CT FIBER THROUGH EXISTING 4" EMT TO J-BOX.

PHOTO #2 - PARKING GARAGE PATH (1)



PLACE 2" EMT CONDUIT FOLLOW EXISTING CONDUIT PATH THROUGH PARKING GARAGE. PULL (1) 12CT FIBER

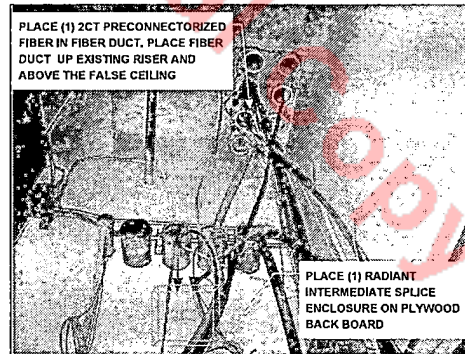
PHOTO #3 - PARKING GARAGE PATH (2)



PLACE 12CT FIBER IN FIBER DUCT. PLACE FIBER DUCT IN EXISTING RISER TO 1<sup>ST</sup> FLOOR TELCO ROOM

2" CONCRETE CORE DRILL TO GAIN ACCESS IN TO THE TELCO ROOM

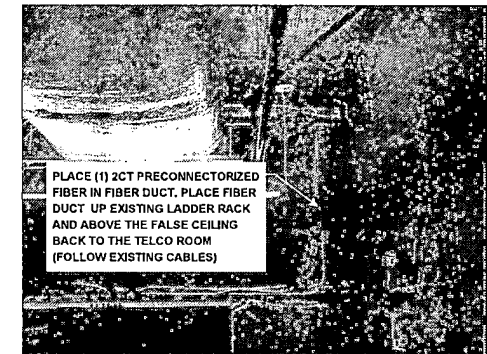
PHOTO #4 - P1 LEVEL TELCO ROOM (705)



PLACE (1) 2CT PRECONNECTORIZED FIBER IN FIBER DUCT. PLACE FIBER DUCT UP EXISTING RISER AND ABOVE THE FALSE CEILING

PLACE (1) RADIANT INTERMEDIATE SPLICE ENCLOSURE ON PLYWOOD BACK BOARD

PHOTO #5 - 1ST FLOOR TELCO ROOM (705)



PLACE (1) 2CT PRECONNECTORIZED FIBER IN FIBER DUCT. PLACE FIBER DUCT UP EXISTING LADDER RACK AND ABOVE THE FALSE CEILING BACK TO THE TELCO ROOM (FOLLOW EXISTING CABLES)

PHOTO #6 - SERVER ROOM