

EXHIBIT U

**LICENSES, AGREEMENTS AND EASEMENTS FROM THE DEVELOPER TO
THE CITY**

As used in this Exhibit U, all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

The following is a description of the licenses, agreements and easements to be granted by the Developer to the City (or reserved in the Quit Claim Deed) in connection with the Project:

1. Construction Related Easements from the Developer (i) A temporary construction related license/easement in favor of the City over, under and across the southeastern portion of the 101 College Street Parcel as shown on the schedules attached hereto and for the time periods set forth on such schedules for constructing, installing, and locating the westerly side of the Temple Street, if such bridge is constructed; (ii) a temporary easement over the southern portion of the 101 College Street Parcel to and from the Service Drives on Parcel B for public travel to and from the tunnels and driveways located on the 100 College Street Parcel as shown on the schedules attached hereto and for the periods of time set forth on such schedules, (iii) a construction related easement in favor of the City to undertake the improvements set forth on Exhibit R if such improvements are not completed on the Closing Date; (iv) temporary construction easements along certain portions of the 101 College Street Parcel which border MLK Blvd and South Frontage Road for the purposes of widening each of these roadways, the location and duration of which shall be set forth in such easements, (v) a temporary construction easement for the purpose of taking corrective action with respect to the construction of the Development under Section 14.2(E)(6) if such corrective action is

permitted under the Agreement; and (vi) temporary construction and slope easements for the purpose of installing sheeting on the southern boundary and/or the northern boundary of the 101 College Street Parcel as described in Sections 5.3(B) and 5.3(D) of the Agreement.

2. Permanent Easement for the Drainage Pipe. The Developer will grant to the City such nonexclusive licenses, easements and agreements over, under and across the 101 College Parcel as the City may require for the City to maintain, repair and replace the Drainage Pipe.

3 Permanent 101 Tunnels and Driveways Easement. (i) a permanent easement through the 101 Tunnels and over the Driveways for public vehicular passage and (ii) a permanent easement over that portion of the 101 College Street Parcel situated below grade upon which the 101 Tunnels and Driveways will be constructed and located and over and across the 101 College Street Parcel, the Building, the 101 College Street Plaza and the Parking Structure as are necessary to repair, maintain, reconstruct, and replace the 101 Tunnels and Driveways in accordance with the City's repair, replacement and maintenance obligations under the Agreement, but subject to such rights in the Developer over, under, with and through the 101 Tunnels and Driveways as shall be required for the construction, repair, maintenance, reconstruction and use of the Development, including but not limited to the Building, the Parking Structure, the Developer's On-Site Public Improvements, the Pedestrian Connections from the 101 College Street Parcel, and all utilities serving the improvements on the 101 College Street Parcel, and for the repair to, replacement, reconstruction, and maintenance of the 101 Tunnels and Driveways as may be required of or allowed by the Developer under the Agreement.

4. Permanent Easements for Public Rights-of- Way Adjacent to the 101 College Street Parcel. Such licenses, easements or agreements as the City may require for the City to construct, operate, maintain, repair, replace, and reconstruct the public rights-of-way adjacent to the 101 College Street Parcel and the Streetscape Improvements thereon.

4. General Easement Terms. All easements, licenses and agreements granted by the Developer to the City shall delineate the scope of such easements and the times when such easements may be used and shall provide that the City shall not interfere with any of the Developer's operations on the 101 College Street Parcel when exercising its rights under such licenses, easements and agreements. All easements, licenses and agreements shall provide that the City will indemnify and hold the Developer harmless against any third-party claims brought against the Developer arising out of the City's exercise of its rights under such easements, licenses or agreements, inclusive of reasonable attorneys' fees and costs, except to the extent any such claims arise out of the Developer's own negligence or intentional wrongful acts.