

EXHIBIT T

LICENSES, EASEMENTS AND AGREEMENTS FROM THE CITY TO THE DEVELOPER AND TO THE OWNERS OF 100 COLLEGE STREET AND 300 GEORGE STREET

As used in this Exhibit T, 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, easements and agreements to be granted by the City to the Developer and to the owners of the 100 College Street and 300 George Street, as applicable, in connection with the Project:

1. Construction Related Easement from the City. A construction related license/easement in favor of the Developer over, under and across South Frontage Road, MLK Blvd, College Street, Temple Street, including the Temple Street Extension, if built, and Parcel B for the purposes of (i) constructing the Project, including inter alia the Developer's Site and Traffic Improvements, the Developer's Private Improvements, and the Pedestrian Connections and (ii) constructing portions of the City's Traffic Improvements undertaken by the Developer under Sections 3.2(E) of the Agreement, including constructing, installing, repairing, locating, and maintaining earth retention systems, installing, locating and maintaining utility lines to connect water, sewer, stormwater, and other utilities to the Development, temporarily closing certain lanes of MLK Blvd., South Frontage Road, College Street, Service Drives, Temple Street, the Service Drives, for installing, repairing and maintaining footings, foundations, support, signage, roadway, curbs, sidewalks, walls, stairs, landscaping, grading, the Pedestrian Connections, providing temporary access and egress over, under and across Parcel B on the

Service Drives (as they may be relocated during the construction of the Project), for travel by Developer's construction manager/general contractor, subcontractors and suppliers and for the public to and from Route 34 to the 101 College Street Parcel, permitting staging of construction equipment and materials and for other similar purposes as may be necessary or appropriate for the Project.

2. Construction Related Easement from the City over the Air Rights Garage Property

A construction related license or easement in favor of the Developer from the City over, under and across a portion of land known as 60 York Street, New Haven, Connecticut upon which a parking facility known as the Air Rights Garage is located for the purpose of constructing a temporary driveway and a stop sign from the Air Rights Garage to the tunnels and driveways located on the 100 College Street Property, as depicted on Exhibit M. Such license and easement shall provide that the Parking Authority shall have the opportunity to review and approve the design of the temporary driveway and that the Developer will obtain a payment bond from its contractors with respect to the construction of such temporary driveway naming the City and the Parking Authority as additional obligees. The Parking Authority shall consent to the granting of such easement or license. The license or easement shall provide that the Developer shall restore the area on the 60 York Street property that it has disturbed to its condition prior to undertaking the foregoing improvements, if requested to do so by the Parking Authority.

3. Construction Related Easement from the City to Connect the Temple Medical Pedestrian Connection to the Temple Medical Garage

A construction related license or easement in favor of the Developer from the City, and any other third party as required, to permit the Developer to connect the Temple Medical Pedestrian Connection to the Temple Medical Garage structure. The Parking Authority shall consent to the granting of such easement or license. Such license and easement shall provide that the Parking Authority shall have the opportunity to review and approve the structural design of the Temple Medical Pedestrian Connection and the design of the manner in which the Temple Medical Pedestrian Connection connects to and functions with the Temple Medical Garage and that the Developer will obtain a payment bond from its contractors with respect to the construction of such Pedestrian Bridge naming the City and the Parking Authority as additional obligees.

4. Permanent Easements for Pedestrian Connections from the City

(a) A permanent easement in favor of the Developer from the City to connect the 101 College Street Parcel and/or the improvements thereon to a location on South Frontage Road by means of an underground Pedestrian Connection from the 101 College Street Parcel under South Frontage Road and to operate, use, repair, replace, reconstruct, and maintain such Pedestrian Connection.

(b) A permanent easement in favor of the Developer from the City to connect the Temple Medical Pedestrian Connection to the Temple Medical Garage over MLK Blvd and the sidewalks adjacent thereto, and to operate, use, repair, replace, reconstruct, and maintain such Pedestrian Connection, any connections of such Pedestrian Connection to the Temple Medical Garage and all such footings, foundations, piers, and supports. Such

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easement shall provide that in the event of reconstruction of the Temple Medical Pedestrian Connection, the City and the Parking Authority shall have the opportunity to review and approve the structural design of the reconstructed Pedestrian Connection and the design of the manner in which the Temple Medical Pedestrian Connection connects to and functions with the Temple Medical Garage and with respect to any construction work on the Temple Medical Garage, the Developer will obtain a payment bond from its contractors naming the City and the Parking Authority as additional obligees. The Parking Authority will consent to such easement.

(c) A permanent easement in favor of the owner of the 100 College Street Parcel to connect the 100 College Street Parcel and/or the building thereon to 333 Cedar Street by means of a Pedestrian Connection over South Frontage Road and the sidewalks adjacent to the southern boundary of 100 College Street Parcel and the northern boundary of 333 Cedar Street, to install all necessary footings, foundations, piers and supports for such Pedestrian Connection in such sidewalks and to operate, use, repair, replace, reconstruct, and maintain such Pedestrian Connection and such footings, foundations, piers, and supports.

(d). A permanent easements in favor of the owner of the 100 College Street Parcel or the owner of the 300 George Street Parcel, to connect the 100 College Street Parcel and/or the building thereon to the 300 George Street Parcel by means of a Pedestrian Connection over MLK Blvd. and the sidewalks adjacent to the northern boundary of the 100 College Street Parcel and the southern boundary of the 300 George Street Parcel, to install all necessary footings, foundations, piers and supports for such Pedestrian Connection in the public rights of way and to operate, use, repair, replace, reconstruct,

and maintain such Pedestrian Connection and such footings, foundations, piers, and supports

4. Utility Easement from the City. A temporary easement to construct and reconstruct and a permanent easement to operate, use, repair, maintain, and replace utility lines under and across portions of MLK Boulevard, South Frontage Road, College Street, and Temple Street for the Development and the Pedestrian Connections.

5. Other Licenses/Easements and Agreements. The City will grant and the Parking Authority will consent to such additional licenses, easements or agreements for similar and related purposes as may be reasonably required to construct, complete and operate the Project. The City and the Parking Authority, as applicable, shall have the opportunity to review and approve any such additional licenses, easements, or agreements.. The City is hereby authorized to execute and the Parking Authority is hereby authorized to consent to such additional licenses, easements or agreements, as may be required, provided that the Developer shall provide the City and/or the Parking Authority, as applicable, with detailed plans of those improvements that will be the subject of the easements, agreements and licenses and consents in question for final approval by the City, acting through its Economic Development Administrator, and for final approval, if applicable, by the Parking Authority, acting through its Chairman of its Board of Commissioners and its Board of Commissioners, which approval will not be unreasonably withheld, conditioned or delayed and provided further that with respect to any such license, agreement or easement granted by the City and consented to by the Parking Authority, if applicable, the Developer will comply with customary City or Parking Authority requirements with respect to insurance and indemnification, including without limitation

obtaining payment bonds from its contractors naming the City and the Parking Authority as additional obligees.

6. General. Any licenses, easements or agreements granted by the City over, under and through the City's public rights-of-way and the City's property, including Parcel B, the tunnels and driveways located on the 100 College Street Property, the Temple Medical Garage, and 60 York Street shall provide that the Developer will indemnify and hold the City and the Parking Authority with respect to the licenses, easements or agreements granted with respect to 60 York Street and the Temple Medical Garage and such other third parties as applicable harmless against any third-party claims brought against the City or against the Parking Authority, as the case may be, arising out of the Developer's exercise of its rights under the easements, licenses or agreements described in this Exhibit T, inclusive of reasonable attorneys' fees and costs, except to the extent any such claims arise out of the City's and/or, if applicable, the Parking Authority's and/or such applicable third parties' own respective negligence or intentional misconduct or omissions and shall further require the Developer to maintain general liability insurance with at least \$5,000,000 limits in coverage for risks associated with its exercise of its rights under the foregoing licenses, easements or agreements, which names the City and the Parking Authority, if applicable, and any applicable third parties, as additional insureds. Such policies shall provide that the insurers waive subrogation.