

lease to Hyatt) a good and marketable fee simple title to the land marked fee simple on Exhibit A and to the air space immediately above (and contiguous to) the top of the roof or ceiling of said public meeting space in the area and to other air space as shown as Air Rights Parcels on Exhibit A. The elevation above which such air rights shall be conveyed (and legal description thereof) shall be determined by survey at the earliest practicable time and a conveyance thereof promptly made by the City.

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In addition, the City shall grant to Hyatt an easement in and over the public meeting place of the City for the purpose of constructing, repairing and replacing utility lines and/or ducts. The location of such easement shall be determined from the plans of TVS and a conveyance thereof made by the City promptly thereafter. The City shall grant to Hyatt air space easements for balconies, and beautification, and pedestrian use as shown on Exhibit A.

The City shall keep in good repair all structural and foundation components of the public meeting space which support improvements constructed by Hyatt. In the event of any damage to such components the City shall promptly repair or replace the same using reasonable care to protect the improvements erected by Hyatt in the air space. If the City fails or refuses to make such repairs after reasonable notice, Hyatt may, at its option, perform such work and off-set from payments due hereunder the cost of such work.

The City further agrees not to remove or damage any footings, columns, walls or supports or do or fail to do any act which would or may jeopardize the structural integrity or to satisfy the improvements constructed in the air space by Hyatt. In the event the City violates this provision, Hyatt shall have the immediate right to perform corrective work and may offset from payments due hereunder the cost of such corrective work.

The City hereby grants to Hyatt the right and easement to enter upon such public space for the purpose of performing any repair and/or corrective work hereinabove referred to.

The City shall also convey to Hyatt easements of support of the improvements to be constructed by Hyatt in the airspaces owned by Camel Company.

Section 3. The City will construct, pursuant to the Land Disposition Agreement, the following improvements on the property retained by it:

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