

CONSTRUCTION LICENSE AGREEMENT FACTORY ZERO

THIS CONSTRUCTION LICENSE AGREEMENT (this “**Agreement**”), is entered into as of February 20, 2024 (the “**Execution Date**”), by and between GENERAL MOTORS LLC, a Delaware limited liability company (“**Licensor**”), and the CITY OF DETROIT (“**Licensee**”).

BACKGROUND

A. Licensor is the owner of certain real property commonly known as Factory Zero, located at 2500 E. Grand Blvd., Detroit, MI 48211 (the “**Property**”).

B. As part of Licensee’s Mt. Elliott Street Realignment Project (“**Road Project**”), at Licensee’s request, Licensor agreed to donate a portion of the Property, consisting of a piece of land with an area of 16,013.66 square feet (.368 acres), as described on the depiction and legal description attached as Exhibit A (the “**Donation Property**”).

C. In order to complete the Road Project, Licensee needs temporary access to a portion of the Property described on Exhibit B attached hereto (the “**License Area**”). Licensee has agreed to undertake certain restoration work in the License Area, including but not limited to, new fencing, new rails, re-sloping of the berm, retaining wall, tree removal and new tree planting as depicted and described in further detail on Exhibit C (the foregoing restoration work is referred to herein as the “**Restoration Work**”).

D. Licensor desires to grant Licensee a license to the License Area to perform the Road Project and the Restoration Work (together, the “**Construction Project**”) subject to the terms and conditions of this Agreement.

AGREEMENT

1. **GRANT:** Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a temporary, non-exclusive license (the “**License**”) to enter upon the License Area solely for the purpose of conducting the Construction Project (the “**Permitted Use**”). Licensee agrees to complete the Construction Project on or before December 31, 2024 (the “**Completion Deadline**”). Prior to commencing any work in the License Area, Licensee will provide all of the plans and specifications for such work to Licensor for Licensor’s approval, which approval may be granted or withheld in Licensor’s sole discretion. **For the avoidance of doubt, any staging or storage of equipment, digging or grading where spoils will leave or are required to leave the License Area and/or the importation of new soil to the License Area (i) is not included in the Permitted Use and (ii) requires Licensor’s prior written consent, or, in case of emergency, prior verbal consent, which in each case may be granted or denied in Licensor’s sole discretion.** All activities shall be coordinated with Licensor so as to not interfere with the free flow of traffic to and from the Property. Licensee shall keep Licensor advised as to the progress of the Construction Project. In addition to and not in limitation of the foregoing, Licensee shall give not less than five (5) days advance notice to Licensor of anticipated construction commencement

and completion dates so that Licensor can coordinate any work that must be completed by Licensor at the Property.

2. **TERM:** Subject to the terms of this Agreement, the term of the License will commence on the Execution Date (the “**Commencement Date**”), and continue until the earlier of (i) the Completion Deadline, and (ii) the date on which Licensee has completed the Construction Project to the point that Licensee no longer needs to use the License Area; provided, however, Licensor shall have the right to cancel this Agreement immediately upon delivery of written notice to Licensee in the event that Licensee has not commenced the Construction Project by July 31, 2024.

3. **PUBLIC RECORDS/AS-IS.** The License is subject to any and all matters of record and those matters which a personal inspection of the License Area would reveal. LICENSEE ACCEPTS THE LICENSE AND LICENSE AREA IN ITS “**AS IS, WHERE IS**” CONDITION. LICENSEE ACKNOWLEDGES THAT NEITHER LICENSOR NOR ANY OF LICENSOR’S AFFILIATES (AS DEFINED BELOW) HAS MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PROPERTY, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO (A) FITNESS, DESIGN, OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, (B) THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, (C) THE EXISTENCE OF ANY DEFECT, LATENT OR PATENT, (D) COMPLIANCE WITH LAWS, INCLUDING ENVIRONMENTAL LAWS, (E) LOCATION, (F) USE, (G) OPERATION, OR (H) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE (DEFINED BELOW), AND ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY LICENSEE. LICENSEE ACKNOWLEDGES THAT THE LICENSE AREA HAS BEEN INSPECTED BY LICENSEE AND IS SATISFACTORY TO IT FOR THE PERMITTED USE. IN THE EVENT OF ANY DEFECT, DEFICIENCY, OR CONDITION, INCLUDING WITHOUT LIMITATION THE ENVIRONMENTAL CONDITION, IN OR OF ANY OF THE LICENSE AREA OF ANY NATURE, WHETHER LATENT OR PATENT, LICENSOR WILL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES, INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. LICENSEE RELEASES AND DISCHARGES LICENSOR FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION ANY THAT ARISE UNDER ANY ENVIRONMENTAL LAWS. LICENSEE’S WAIVER OBLIGATION HEREUNDER WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

4. **ACCESS:** Licensee and its employees, agents, contractors, and subcontractors, and invitees, and their respective vehicles and equipment, shall only access the License Area through the area(s) designated by Licensor. Licensee will use reasonable efforts to minimize interrupting Licensor’s business, observe all of the Property rules and regulations, including, without limitation, all security requirements, and repair or replace any damage caused by Licensee’s accessing the License Area or the Property. No tailgating, cooking, loitering, firearms, or weapons of any kind will be permitted on the License Area or the Property.

5. **COMPLIANCE WITH LICENSOR RULES:** Licensee will at all times comply, and will cause all of its employees, agents, suppliers, subcontractors, vendors, representatives, and invitees to comply, with the written rules, regulations, guidelines, procedures, protocols, directives, and the like established from time to time by Licensor relating to the Property or portions thereof (collectively “**Licensor’s Rules and Regulations**”); provided that Licensor’s Rule and Regulations are provided in writing to Licensee in advance and do not materially impact the Permitted Use .
6. **SUPERVISION:** Licensee will take all precautions, including, but not limited to, posting signs and placing fencing and barricades as are necessary in the interest of public safety and for the safety of any persons working on or traveling upon or in any way using the License Area. Licensee will also be responsible for and take all precautions for the protection of all persons and of real and personal property situated on the perimeter adjacent to or abutting the License Area.
7. **CONFORMITY WITH LAW:** Licensee’s use of the License Area will be in conformity with safe practices and will at all times be in compliance with all local, state, and federal laws, statutes, rules, and regulations pertaining thereto. Licensee will be solely responsible for obtaining and maintaining any and all permits or other licenses required for Licensee to use the License Area for the Permitted Use.

Licensee acknowledges and agrees that any and all soil and/or debris management and surface water and/or groundwater management required or necessary because of excavation, construction or soil disturbance related to Licensee’s use of the License Area, is the sole obligation and liability of Licensee; provided, however, in the event Licensee identifies the presence, or the potential presence, of any Hazardous Substances (as defined below) in or about the License Area or the Property while working on the License Area, Licensee will immediately cease such excavation, construction or improvement activity and will promptly notify Licensor. Thereafter, any further activity at the impacted area will commence only upon the agreement of Licensor, including agreement on acceptable off-site disposal or other management options, and after having taken into consideration whether any corrective action may be necessary.

8. **INSURANCE:** Throughout the term of this Agreement, Licensee agrees to require its contractors and subcontractors (if applicable) to obtain and maintain, at its contractors’ and subcontractors’ sole cost and expense, and keep in force for the benefit of Licensee, its contractors and subcontractors, insurance policies providing the following coverages:
 - (a) Commercial general public liability insurance, which shall include contractual liability, with a minimum limit of Five Million Dollars (\$5,000,000) per occurrence and aggregate for bodily injury or property damage;
 - (b) Worker’s compensation insurance having such limits, and containing such terms and conditions as are required under applicable law;

(c) Business automobile liability insurance, including owned, non-owned, and hired automobile insurance with a minimum limit of Five Million Dollars (\$5,000,000) per occurrence and aggregate for bodily injury or property damage;

(d) Employer's liability insurance in limits of not less than \$250,000 each employee for bodily injury by accident and \$250,000 each employee for bodily injury by disease.

All insurance policies required to be procured and maintained hereunder will (i) be issued by financially responsible insurance companies authorized to do business in Michigan; (ii) be written as primary policy coverage and not contributing with or in excess of any coverage which Licensor or Licensee may carry; (iii) with the exception of worker's compensation insurance and employer's liability insurance, insure and name Licensor and Licensee, as an additional insured as their interests may appear; and (iv) contain an express waiver of any right of subrogation by the insurance company against Licensor and its agents and employees. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to any insurance coverage, will be deemed to limit or restrict in any way the liability of Licensee (or its employees, agents, contractors, subcontractors or invitees) arising under or out of this Agreement. Licensee's contractors and subcontractors may provide the required coverages, as applicable, through a combination of excess or umbrella coverage. Prior to entering upon the Property or License Area, and thereafter upon request by Licensor, Licensee will deliver its contractors' or subcontractors' certificates of insurance to Licensor evidencing all of the coverages required hereunder. Each insurance policy, with the exception of worker's compensation insurance (and any renewal or extension thereof), required to be carried hereunder will provide that, unless Licensor will first have been given thirty (30) days prior written notice, (i) such insurance policy will not be canceled and will continue in full force and effect; (ii) the insurance carrier will not, for any reason whatsoever, fail to renew such insurance policy; and (iii) no material changes may be made in such insurance policy without Licensor's prior written approval, which will not be unreasonably withheld.

Licensee will not do or permit to be done, and will cause its contractors and subcontractors not to do or permit to be done, any act or thing upon the License Area that will invalidate or be in conflict with any insurance policies covering the same. Licensee will and will require its contractors and subcontractors to promptly comply with all insurance underwriters, rules, orders, regulations, or requirements relating to such insurance policies, and will not do or permit anything to be done in or about the License Area that will increase the rate of insurance on the Property.

9. **INDEMNIFICATION:** Licensee will require its contractors and subcontractors to defend, indemnify, protect, and save harmless Licensor, its Affiliates (as defined below), and their respective members, partners, venturers, stockholders, directors, officers, employees, agents, spouses, legal representatives, successors and assigns (collectively, the "**Licensor Parties**") from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that: (i) arise from or are in way connected with any act or omission of Licensee or Licensee's employees, agents,

contractors, subcontractors, invitees, or others who are present as a specific result of this Agreement for or on behalf of Licensee (each, a “**Licensee Party**,” and collectively, the “**Licensee Parties**”), including injury to person or property or loss of life; (ii) result from any default of this Agreement or any provision hereof by Licensee; (iii) result from the presence of any Licensee Parties’ property or equipment at, in, on or under the License Area or the Property; or (iv) relate to any violation by a Licensee Party of any environmental law or the release of any Hazardous Substances (as defined below) at, in, on or under the Property as a result of a Licensee Party’s use of the License Area, all regardless of whether such claims are asserted or incurred before, during, or after the Term of this Agreement. Licensee and its contractors’ and subcontractors’ obligations under this paragraph will survive the expiration or earlier termination of this Agreement. “**Affiliate**” means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person, together with its and their respective partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person will be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. “**Person**” means an individual, partnership, limited liability company, association, corporation or other entity. With respect to third-party claims, Licensee does not waive any defenses available to it as a matter of law, including but not limited to governmental immunity. In no event or circumstance will Licensee indemnify Licensor or Licensor Parties for matters arising out of this Agreement.

10. **WAIVER OF RESPONSIBILITY:** Neither Licensor nor the Licensor Parties will be liable for, and Licensee waives and shall require the Licensee Parties to waive, all claims for loss or damage, economic or otherwise, to their business or damage to person or property sustained by Licensee, the Licensee Parties, or any person claiming by, through or under them resulting from any accident or occurrence in, on or about the Property, or any part of the License Area, including, without limitation, claims for loss, theft or damage, resulting from any cause whatsoever. To the maximum extent permitted by law, Licensee will and Licensee will require the Licensee Parties to use and occupy the License Area and such other portions of the Property as Licensee is herein given the right to use, at Licensee’s and the Licensee Parties’ own risk. Notwithstanding anything contained in this Agreement to the contrary, the foregoing waiver does not apply to claims caused by the gross negligence or willful misconduct of a Licensor Party or those within the control of Licensor Party, such as but not limited to agents or contractors.

11. **VACATION OF PROPERTY:** Upon the expiration or earlier termination of this Agreement, Licensee will promptly (i) remove its and the Licensee Parties’ personnel, materials, equipment, and personal property from the License Area, (ii) vacate the License Area, and (iii) take action so that the License Area is free of debris and refuse, properly graded, and otherwise completed pursuant to the requirements of the Restoration Work. Throughout the term of this Agreement, Licensee will keep the License Area clean and will repair any damage to the License Area and the Property caused by Licensee’s or the Licensee Parties’ use thereof or caused by Licensee’s or any Licensee Party’s removal of its materials, equipment, and personal property therefrom.

12. **HAZARDOUS SUBSTANCES AND PROHIBITED USE:**

a) Licensee will not and shall require that the Licensee Parties will not at any time cause or permit any Hazardous Substances to be brought upon, kept, used or released in, on, or about the License Area or the Property. “Hazardous Substances” are defined as any hazardous substances, hazardous wastes, or toxic substances, petroleum, petroleum byproducts, or derivatives, as those terms are defined and regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) (“CERCLA”), 42 U.S.C. § 9601 *et seq.*, Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. § 1251 et seq.); the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.); the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.); the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.); the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Oil Pollution Act of 1990 (33 U.S.C. § 2701, et seq.); all as amended; any other national, state or local law that relates to protection of the environment, natural resources or public health; and all regulations issued pursuant to the foregoing (“Environmental Laws”), and include per- and polyfluorinated substances whether or not so defined or regulated. Licensee will comply with all Environmental Laws and to take such other actions as may be reasonably required to protect the License Area and the Property against environmental liabilities, including, without limitation, promptly cleaning up and/or remediating any spills or discharges of Hazardous Substances associated with its use of the License Area or the Property.

b) Without limiting the foregoing, if the presence of any Hazardous Substances on or about the License Area or the Property caused or permitted by Licensee or a Licensee Party, either before or after the effective date of this Agreement, results in any contamination of any portion thereof, Licensee will promptly take all actions at its sole cost as are necessary to return the License Area or the Property to the condition existing prior to the introduction of any such Hazardous Substances, subject to obtaining Licensors’ prior written consent to the actions to be taken by Licensee, which consent may be granted or withheld in Licensors’ sole discretion. The terms and provisions of this Section will survive the expiration of this Agreement.

c) Licensee acknowledges that Licensors will have the right to continued access to the License Area during the term of this Agreement to investigate and remediate any environmental concerns on the Property. In the event Licensors access the License Area for such purposes, Licensors will exercise reasonable efforts to avoid unreasonably interfering with Licensee’s operations on the License Area. Licensee acknowledges that: a) the Property is defined as a “facility” under Part 201 (NREPA – P.A. 451 of 1994, as amended) and b) the Property is subject to a Due Care Plan dated November 8, 2021, a copy of which has been provided to Licensee and with which Licensee shall comply in all respects. Licensee will reasonably cooperate with Licensors in Licensors’ investigations and remediation, if any, including, without limitation, the prompt removal or relocation of vehicles on the License Area.

d) Notwithstanding the foregoing, in the event Licensee fails to fulfill any of its obligations or covenants herein related to Hazardous Substances, Licensor will have the right to take any and all actions with respect to any such Hazardous Substances, including, without limitation, taking remedial or cleanup actions to address any spills or discharges not properly handled by Licensee, to Licensee's detriment and at Licensee's sole cost. In addition, Licensor will have all of its rights and remedies at law or in equity, including, without limitation, the right to immediately terminate this Agreement.

e) Licensee will promptly notify Licensor of any (i) enforcement, clean-up, removal or other governmental or regulatory action concerning the License Area instituted, completed or threatened pursuant to any Environmental Law; (ii) claim made or threatened by any Person against Licensor and/or Licensee, or the License Area, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances; (iii) reports made to any environmental agency arising out of or in connection with any Hazardous Substance in, on or about the License Area or with respect to any Hazardous Substance removed from the License Area including any complaints, notices, warnings, reports or asserted violations in connection therewith; and (iv) Hazardous Substance that Licensee knows has been, or will come to be, released or located within, under or about the License Area.

13. **WASTE OR NUISANCE:** Licensee will not commit or suffer to be committed any waste or nuisance upon the License Area or the Property. Licensee will take such action as may be reasonably necessary to prevent or terminate any such nuisance or waste arising out of Licensee's use of the License Area or the Property, including, without limitation, any nuisance created by employees, agents, or subcontractors of Licensee. Licensee will take all necessary precautions to protect the Property and Licensor's cars and other personal property from dust and to prevent dust and debris from leaving the License Area. Concrete and masonry will be wetted while cutting, breaking and handling. Hard surfaced roadways used in connection with the Permitted Use will be maintained clean and free of dirt and debris at all times.
14. **PROTECTION FROM LIENS:** Licensee will keep the License Area and the Property free and clear of any and all liens and encumbrances for work performed by Licensee, or on Licensee's behalf, on the License Area.
15. **TAXES:** Licensee will be responsible for and will pay, prior to delinquency, any and all taxes, assessments, levies, fees, and other governmental charges levied or assessed against or with respect to all personal property and equipment located or to be located on the License Area.
16. **GOVERNING LAW:** This Agreement will be governed and construed in accordance with the laws of the State of Michigan.
17. **NOTICES:** All notices or other communications provided for under this Agreement shall be in writing, signed by or on behalf of the party giving the same (or by such party's legal counsel), and shall be deemed properly given and received (a) as of the second business day after deposit with Federal Express or a similar overnight courier service, delivery

charges prepaid; or (b) in the case of notices to either party, on the same business day as the transmission of an e-mail, or of a PDF or similar file attached to an email, so long as such email is sent before 5:00 p.m. Eastern Time on such business day (and timely transmission thereof is evidenced by such email appearing in the sender's "sent" email box before such time):

If to Licensor: General Motors LLC
c/o Real Estate
300 Renaissance Center
MC 482-C19-GRE
Detroit, MI 48265
Attention: Global Director of Real Estate
Email: GMRealEstateNotices@gm.com

With a copy to: General Motors LLC
Legal Staff
300 Renaissance Center
Mail Code: 482-C25-A68
Detroit, MI 48265
Attn: Real Estate Counsel
Email: GMRealEstateLegalNotices@gm.com

If to Licensee: City of Detroit
Department of Public Works
2 Woodward Avenue, Suite 608
Detroit, Michigan 48226
Attn: Richard Doherty, City Engineer
Email: dohertyri@detroitmi.gov

With a copy to: City of Detroit Law Department
Transactional and Economic Development Section
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226
Attn: Bruce Goldman
Email: goldb@detroitmi.gov

Each party may designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same in the manner as previously set forth herein.

18. **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which will be an original, but all of which will constitute one and the same agreement. Executed copies of this Agreement may be delivered electronically and, upon receipt, will be deemed originals and binding upon the parties.
19. **ENTIRE AGREEMENT; MODIFICATION:** This Agreement is the entire agreement and understanding of the parties with respect to the subject matter hereof and it supersedes

all discussions, documents, and correspondence entered into before the execution of this Agreement. This Agreement may only be amended or modified by written agreement between the parties.

20. **ATTORNEYS' FEES.** If either party commences an action to enforce the terms of, or resolve a dispute concerning, this Agreement the non-prevailing party will upon demand promptly pay to the prevailing party all costs and expenses incurred by such prevailing party in connection therewith, including reasonable attorneys' fees.
21. **ASSIGNMENT:** Licensee shall not sell, assign, or transfer this Agreement or any interest herein without the prior written consent of Licensor, which Licensor may grant or withhold in its sole discretion.

The parties have signed this Agreement as of the date first written above.

GENERAL MOTORS LLC

By: Debra H. Hoge

Name: Debra H. Hoge

Title: Global Director
Real Estate

Execution Recommended
Real Estate
By: Kay Stog

CITY OF DETROIT

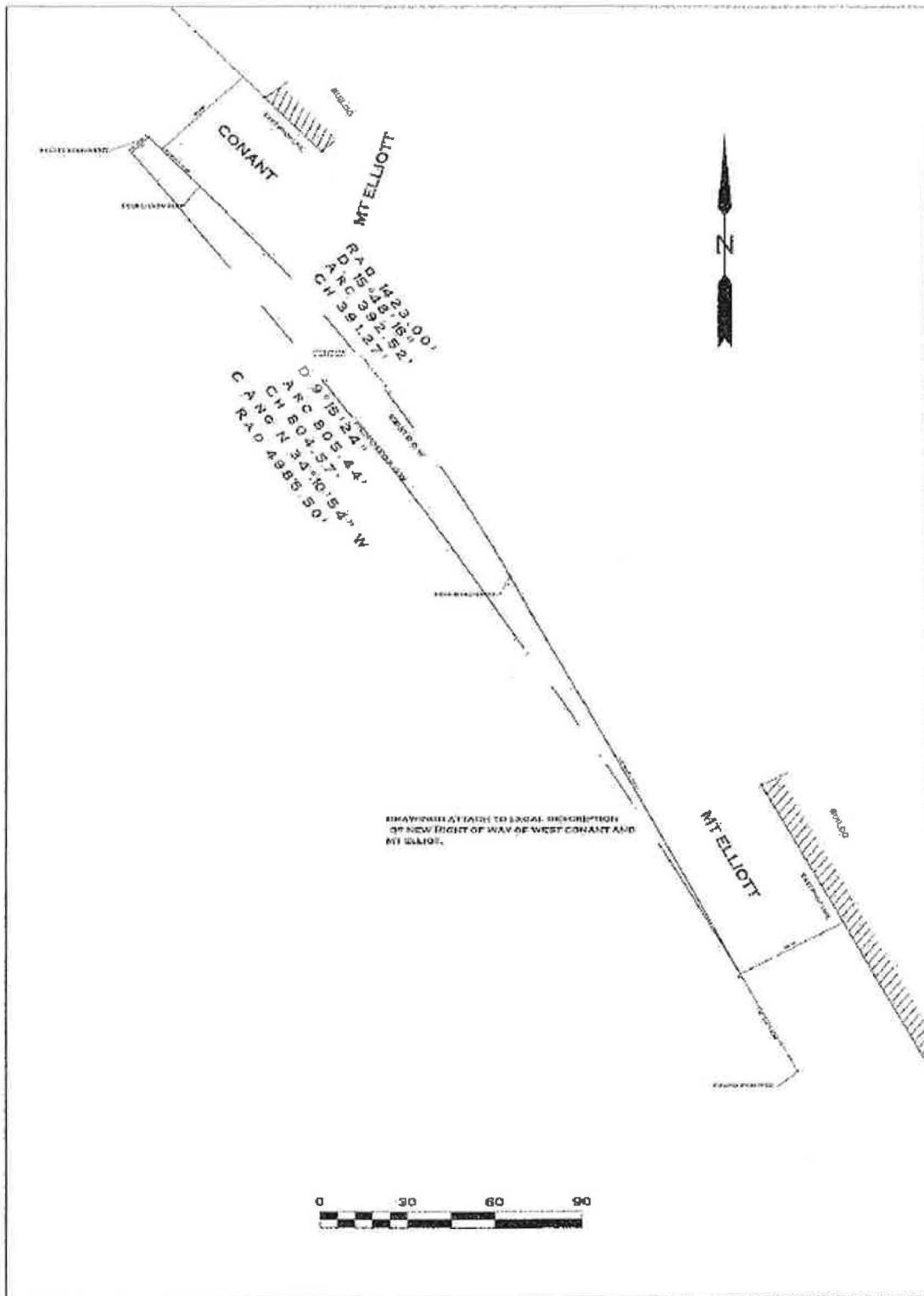
By: _____

Name: _____

Title: _____

EXHIBIT A

(Donation Property)



LEGAL DESCRIPTION

PART OF WEST R.O.W. OF CONANT 85 FT WD; ALSO, PART OF West R.O.W MT. ELLIOT street,
LAND SITUATED IN THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN, PART OF
"CENTRAL INDUSTRIAL PARK SUBDIVISION AMENDED PLAT", LIBER 101 PAGE 78 RECORDED
ON (WCR.), PART OF EAST LOT 1,
FRACTIONAL SECTION 28 T.1S, R12E, PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at found iron rod on East line of Lot 1; thence N
28°13'10" W a distance of 89.39' to a POINT OF CURVTURE with a curve
turning to the left with an arc length of 805.44',
with a radius of 4985.50', with a chord bearing of N 34°10'54" W, with a
chord length of 804.57', with a delta of 9°15'24"; thence N 46°08'20" E a distance of
17.97' To existing Conant R.O.W.

thence S 43°49'20" E a distance of 55.59'; thence with a curve turning to
the right with an arc length of 392.52', with a radius of 1423.00', with a chord
bearing of S 35°57'10" E,

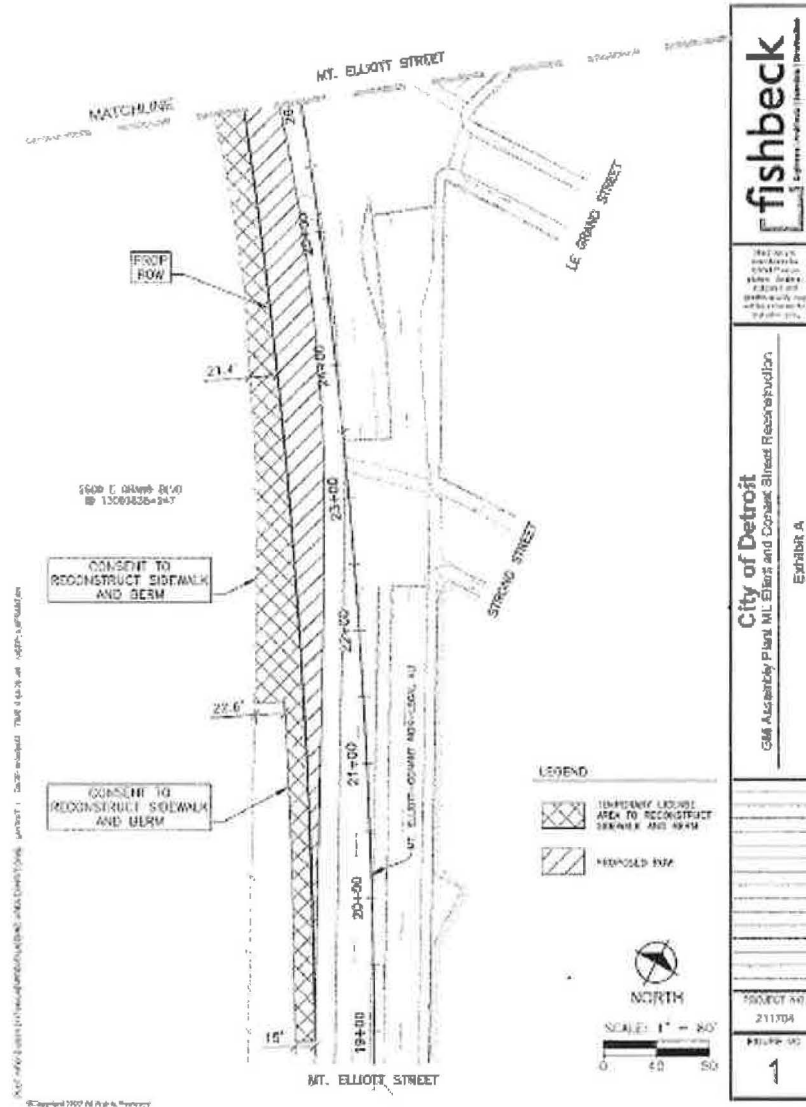
with a chord length of 391.27', with a delta of 15°48'16"; thence
S28°00'32"E a distance of 363.81', which is the point of beginning, having an area
of 16013.66 square feet, 0.368 acres.



5-3-2022

EXHIBIT B

License Area



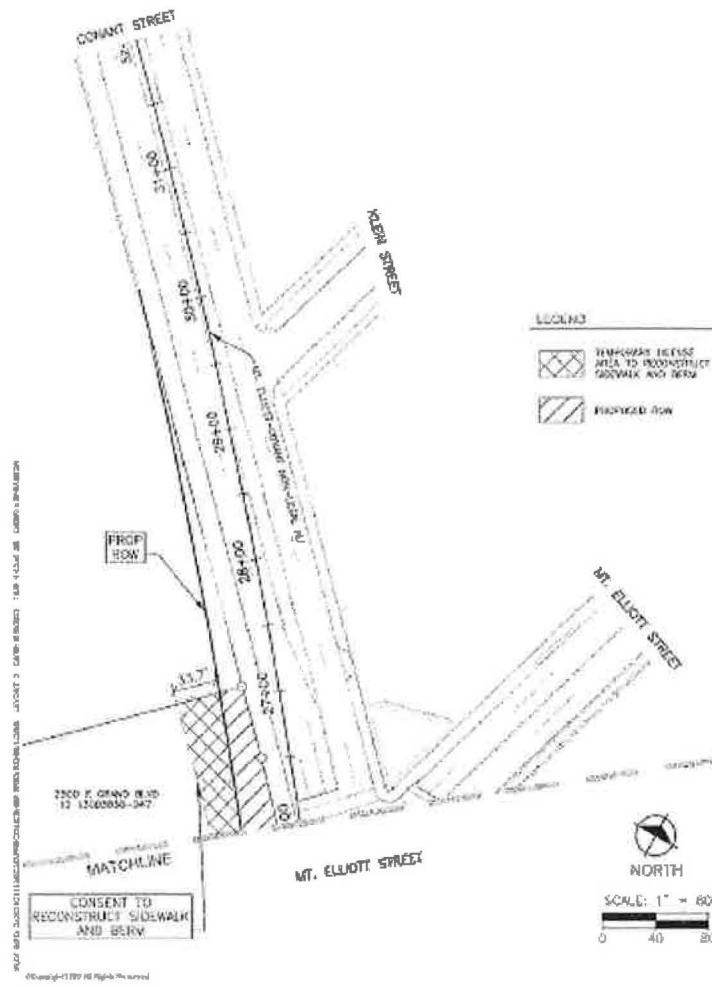


fishbeck
Engineering Architects Interiors

1600 E. GRAND ST.
ANN ARBOR MI 48106
TEL: 734.769.1200
WWW.FISHBECK.COM

City of Detroit
 GM Assembly Plant ML East and Conant Street Reconstruction
 EXHIBIT A

SHEET NO.
 211704
 PLATE NO.
 1



fishbeck
Engineering, Architecture, Interiors

City of Detroit
GM Assembly Plans Mt. Elliott and Conant Street Reconstruction
Exhibit A

PROJECT NO: 211704
DATE: 08/14/14

2

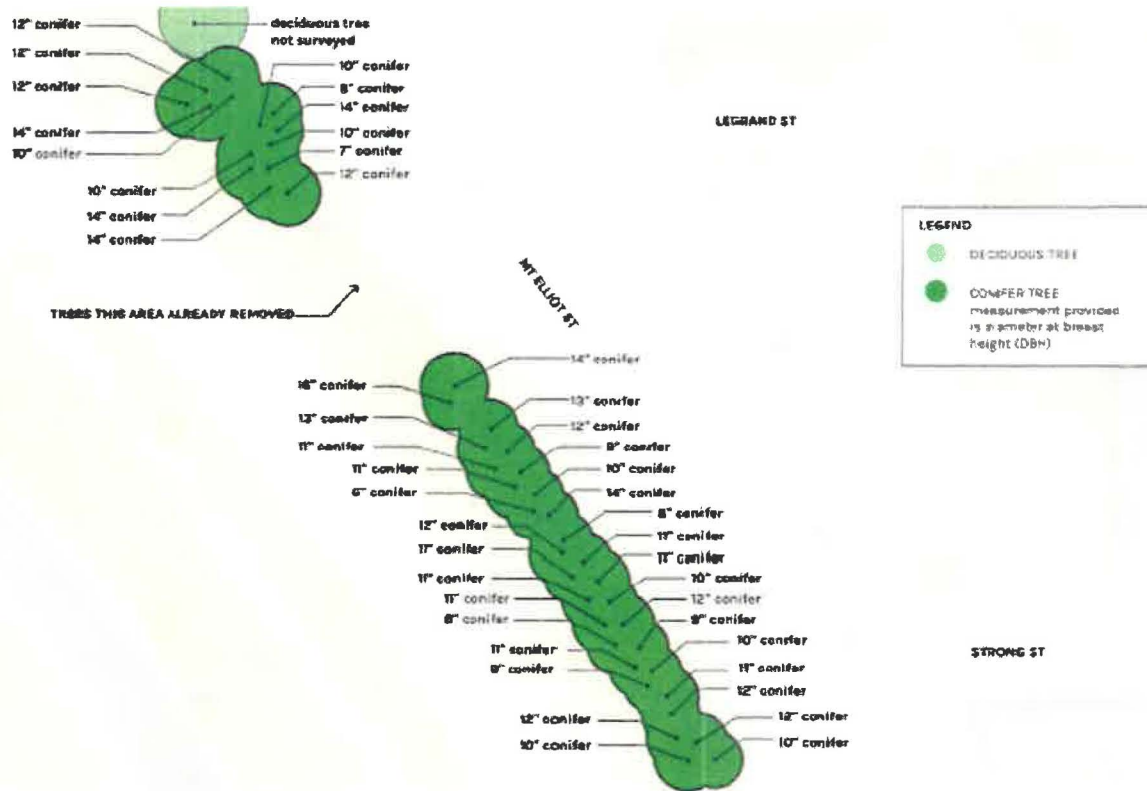
EXHIBIT C

(Restoration Work)

- 1. New wall to be installed which shall be designed to minimize cut of the existing berm to the maximum extent possible.**
- 2. New chain link fence 8 feet in height with top and bottom rail to be installed behind the fence.**
- 3. New 12 foot wide, 2 leaf gate to be provided at the location of the existing gate near Conant and Mt. Elliot.**
- 4. Trees that are being removed will be replaced on a 1:1 basis in a similar screening formation as the existing trees. Trees will be a variety of four evergreen species 8 feet – 12 feet in height installed.**
- 5. Existing trees to remain will be pruned as required for good form upon removal of adjacent trees.**
- 6. All turf impacted by the construction will be re-seeded, if necessary and maintained for two growing seasons by the Licensee.**
- 7. The Licensee will maintain double fencing during the construction.**
- 8. The replacement trees must live for a period of two growing seasons, if not they shall be replaced by Licensee.**

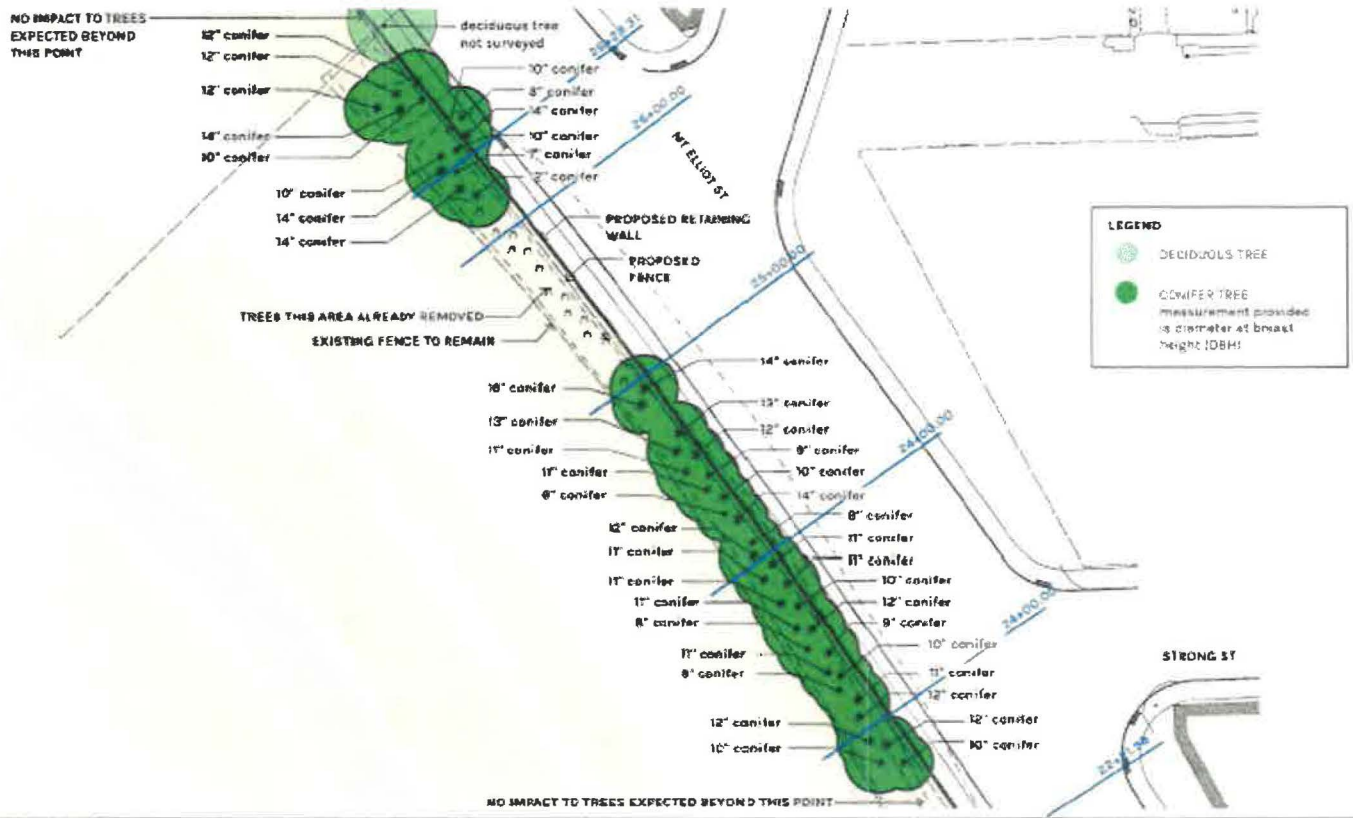
MT ELLIOTT ST REALIGNMENT

EXISTING TREES



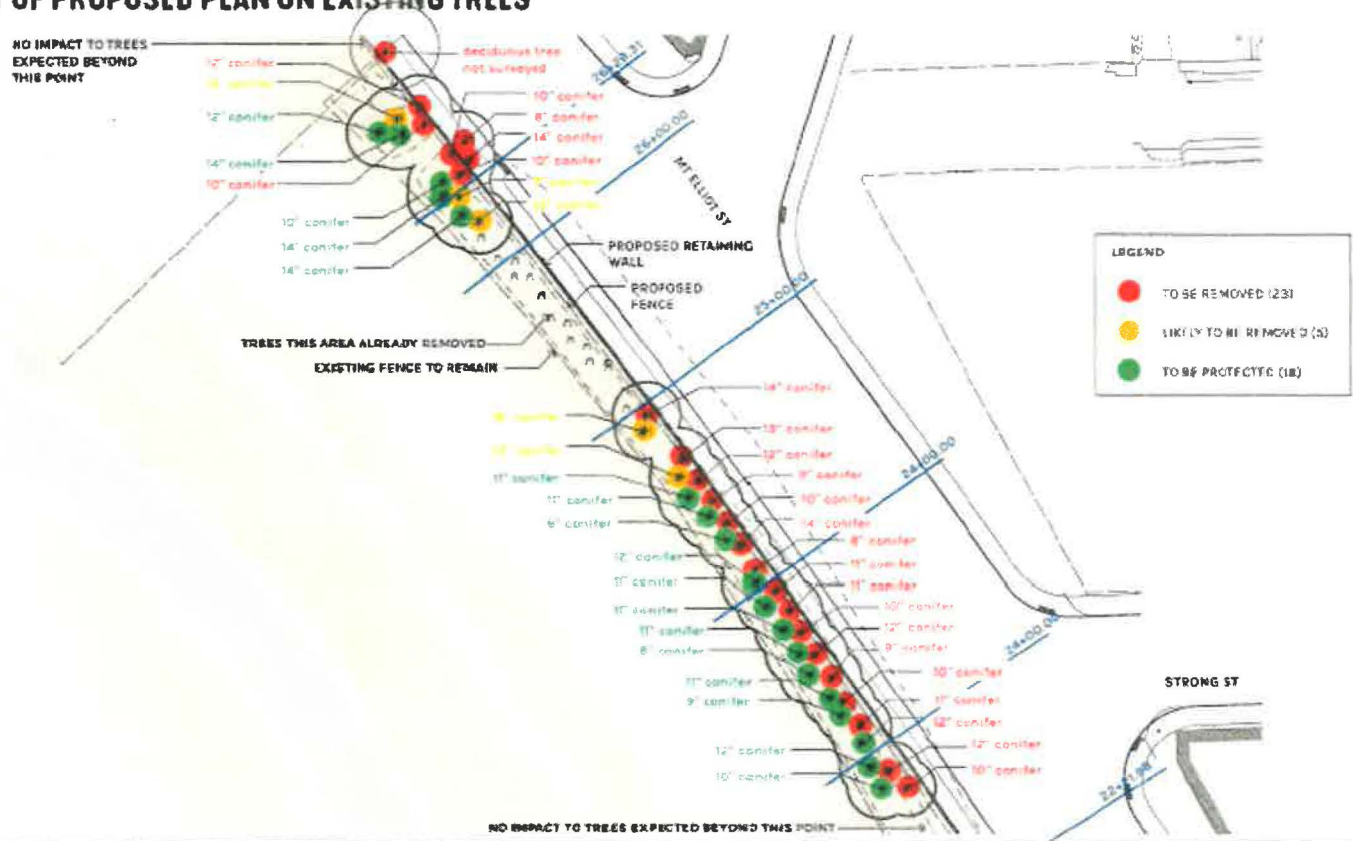
MT ELLIOTT ST REALIGNMENT

EXISTING TREES W/ PROPOSED PLAN OVERLAID



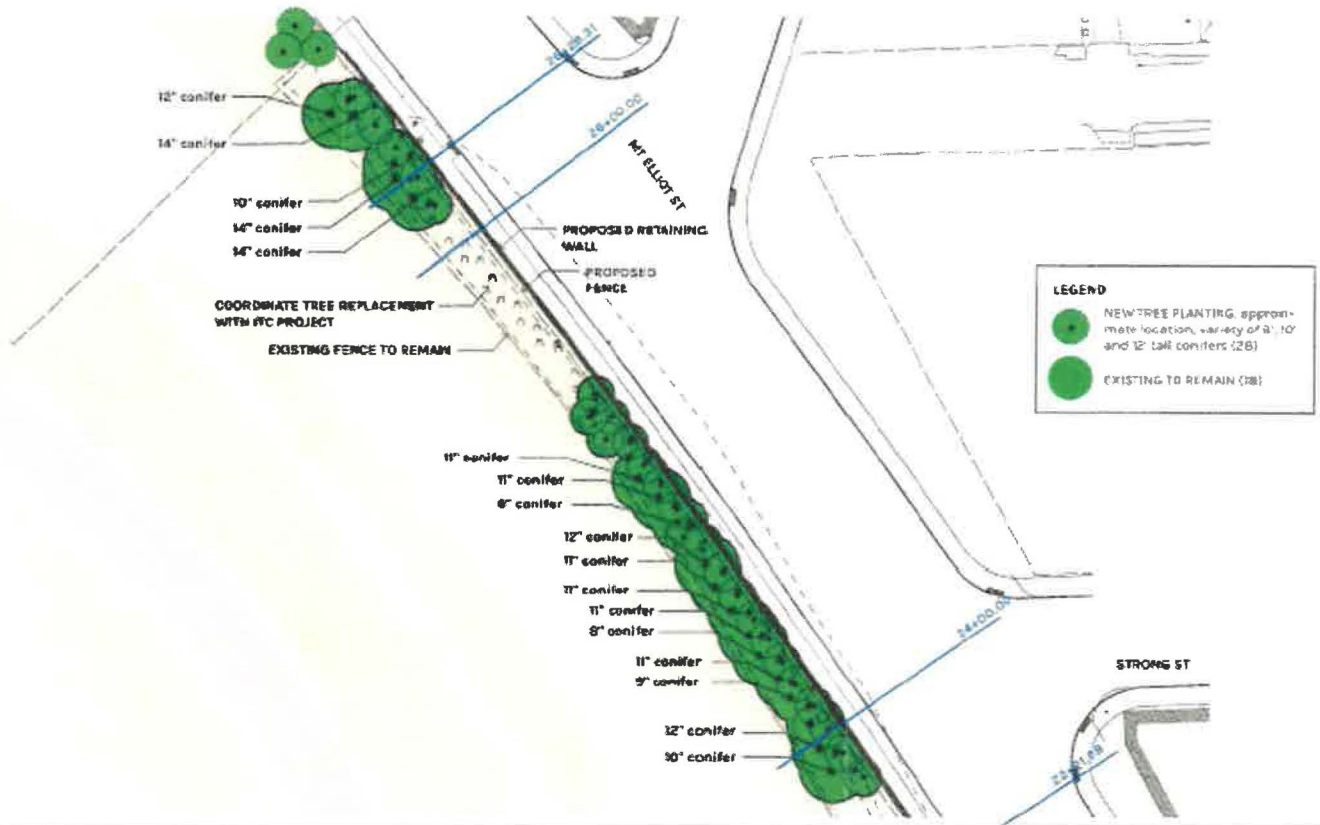
MT ELLIOTT ST REALIGNMENT

IMPACT OF PROPOSED PLAN ON EXISTING TREES



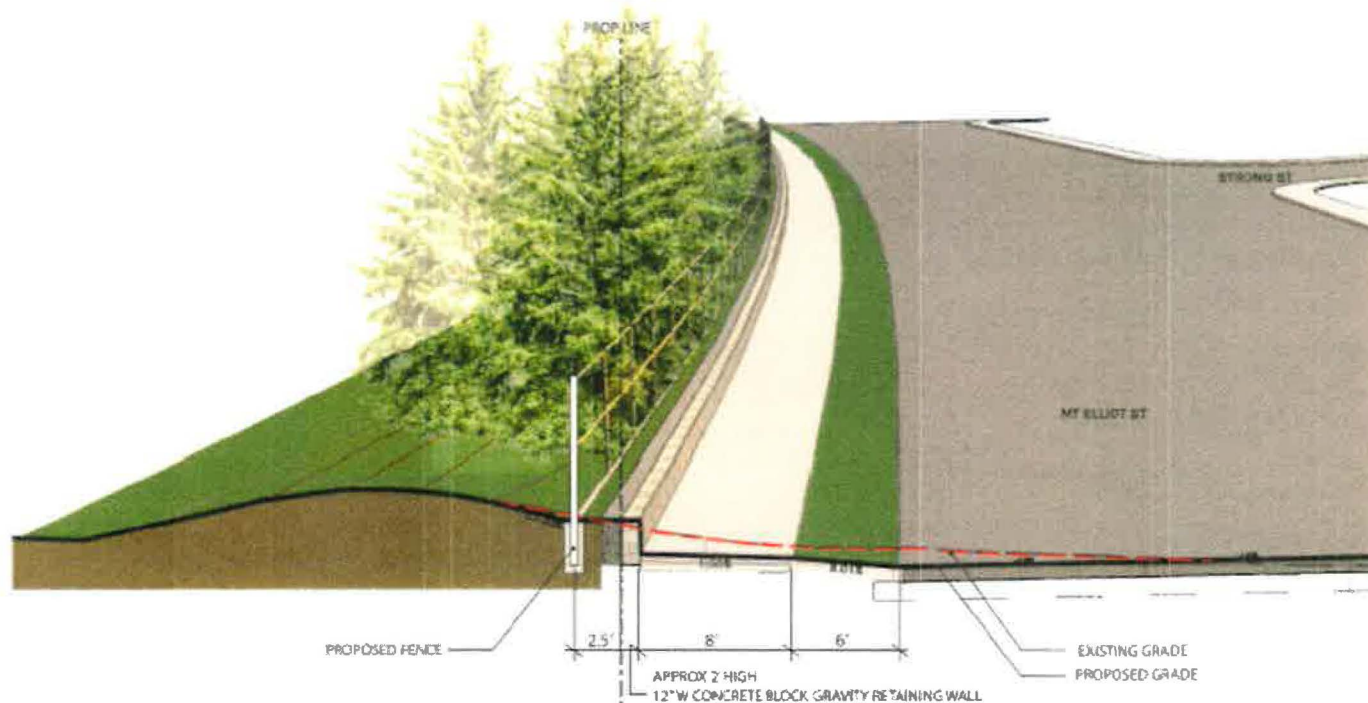
MT ELLIOTT ST REALIGNMENT

NEW TREE PLANTINGS



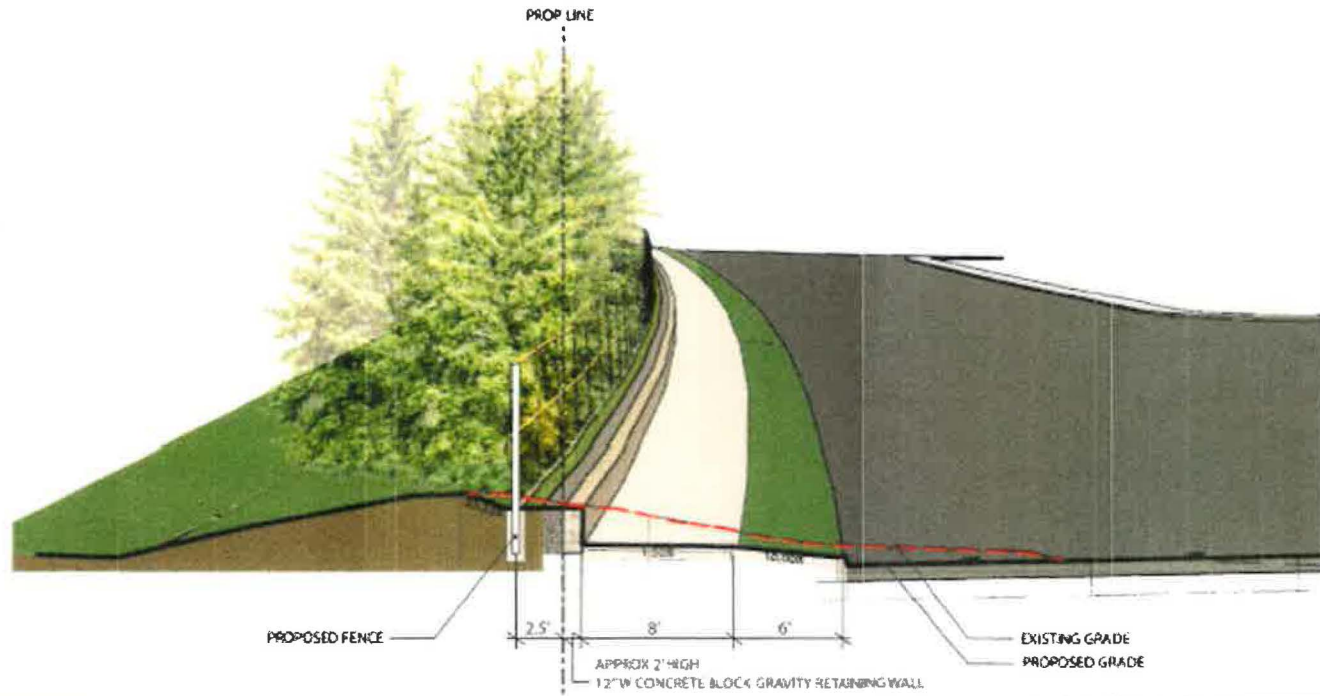
MT ELLIOTT ST REALIGNMENT

SECTION 22+21.98 - AT CURB RAMP NEAR SOUTH END OF WALL



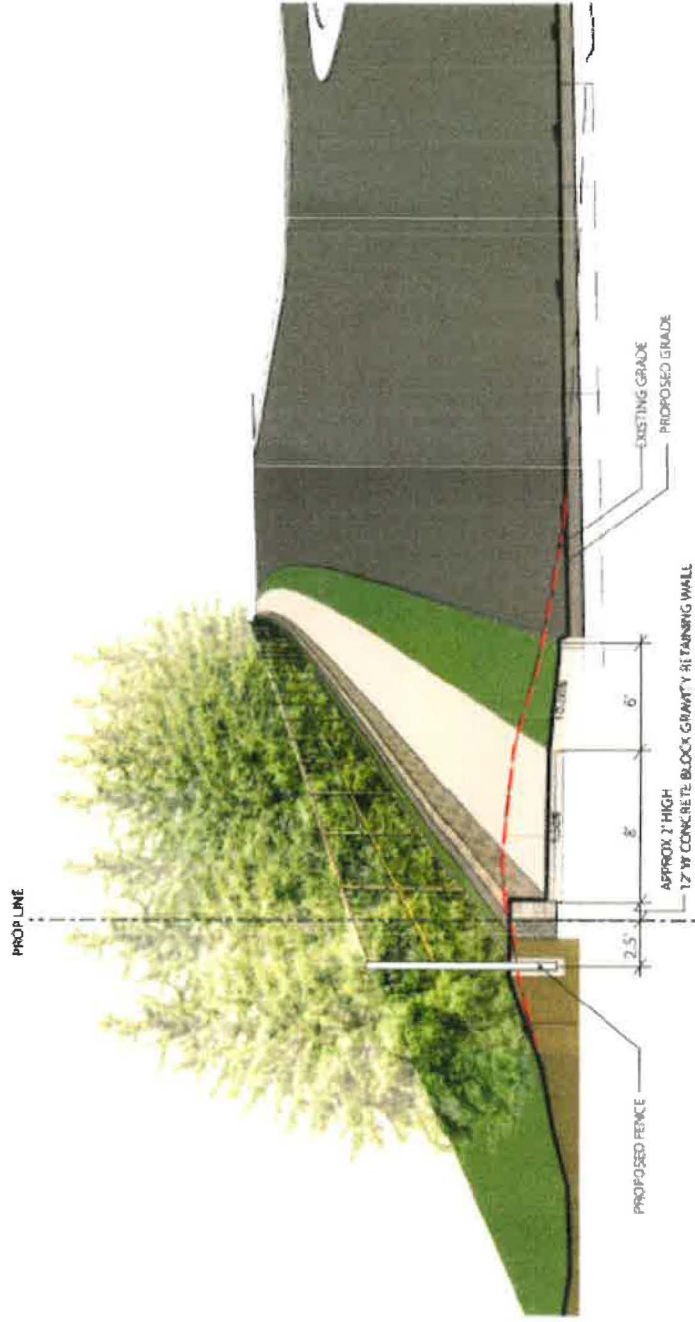
MT ELLIOTT ST REALIGNMENT

SECTION 23+00.00



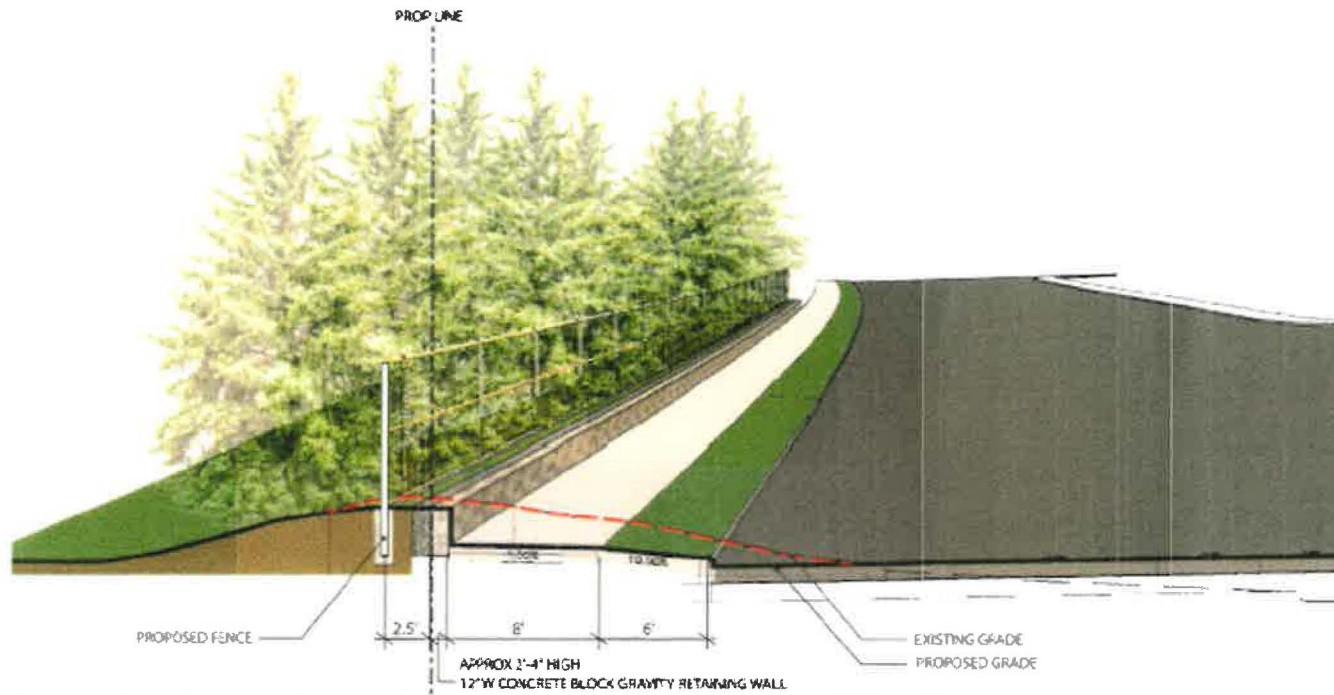
MT ELLIOTT ST REALIGNMENT

SECTION 24+00.00



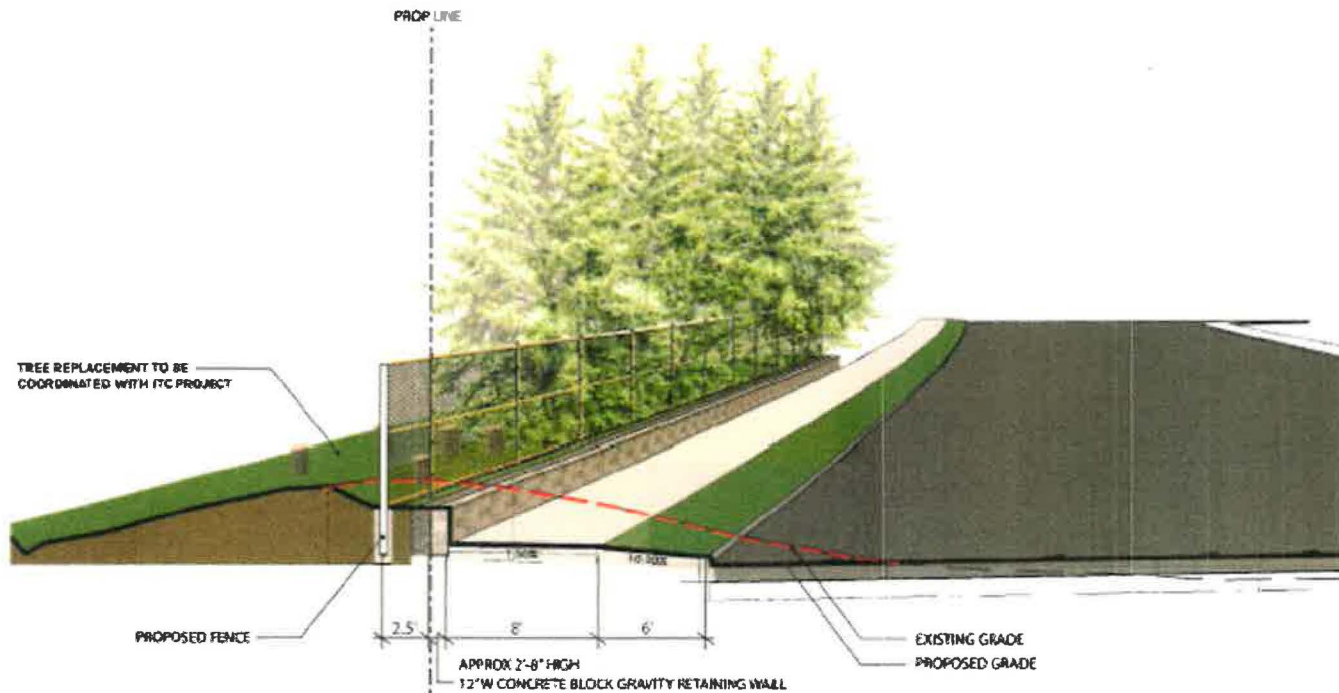
MT ELLIOTT ST REALIGNMENT

SECTION 26+00.00



MT ELLIOTT ST REALIGNMENT

SECTION 26+00.00



MT ELLIOTT ST REALIGNMENT

SECTION 26+29.31 | AT CURB RAMP NEAR NORTH END OF WALL

