

## AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made on February 20, 2024 (“**Effective Date**”), by GENERAL MOTORS LLC, a Delaware limited liability company (“**Grantor**”), and the City of Detroit (“**Grantee**”).

### **RECITALS:**

A. Grantor owns the manufacturing facility commonly known as Factory Zero located at 2500 East Grand Blvd in Detroit, Michigan (the “**GM Plant Property**”).

B. The parties have entered into a temporary Construction License dated as of the Effective Date (“**Construction License**”) for a portion of the GM Plant Property (“**License Area**”) for use in connection with the Construction Project (defined below) and where Grantee has agreed to perform certain restoration work (“**Restoration Work**”), as outlined in the Construction License.

C. Grantee seeks a donation of a portion of the GM Plant Property in order to complete certain highway work related to its Mt. Elliott Street Realignment Project (the “**Construction Project**”).

D. Grantor has agreed to donate the Property (as defined below) and grant the Construction License to Grantee, subject to the terms and conditions of this Agreement.

In exchange for good and valuable consideration, the value and sufficiency of which is acknowledged, and in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. **Purchase.** Grantor agrees to donate to Grantee the portion of the GM Plant Property Grantor described in Exhibit A attached hereto (“**Property**”), in accordance with the terms of this Agreement (the “**Donation**”). The donation of the Property shall be consummated by delivery of a quit claim deed in the form attached hereto as Exhibit B (“**Deed**”) on the Effective Date.
2. **Construction License.** Grantee agrees to complete the Construction Project as defined in the Construction License.
3. **Costs.** Grantee shall pay its own attorneys’ fees, the recording fee for the Deed, and all state and county transfer taxes, if any. Real estate taxes will not be prorated.
4. **AS-IS Transaction.** Grantor hereby specifically disclaims any warranty (oral or written) concerning (i) the nature and condition of the Property, including, without limitation, the environmental condition, and the suitability thereof for any and all activities and uses that Grantee may elect to conduct thereon, (ii) the manner, construction, condition and state of repair or lack of repair of any improvements located thereon, (iii) the nature and extent of any right-of-way, lien, encumbrance, license, reservation, condition or otherwise, and (iv) the compliance of the Property or its operation with any laws, rules, ordinances, or regulations of any government or other body, it being specifically understood that Grantee had full opportunity to determine for itself the condition of the Property. The Donation of the Property as provided for herein is made on a strictly

“AS IS” “WHERE IS” basis as of the Closing Date and Grantee expressly accepts the Property “AS IS” “WHERE IS.” Grantee expressly acknowledges that GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, ANY IMPROVEMENTS LOCATED THEREON OR ANY ENVIRONMENTAL CONDITIONS RELATED THERETO.

GRANTEE SPECIFICALLY ACKNOWLEDGES THAT GRANTEE IS NOT RELYING ON (AND GRANTOR HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF GRANTOR OF ANY KIND OR NATURE WHATSOEVER. FURTHER, GRANTEE HEREBY RELEASES GRANTOR AND ITS AFFILIATES AND THEIR RESPECTIVE MEMBERS, PARTNERS, VENTURERS, STOCKHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SPOUSES, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST GRANTOR THE RELEASED PARTIES FOR, RELATED TO, OR IN CONNECTION WITH, THE PROPERTY, INCLUDING ITS ENVIRONMENTAL CONDITION (OR THE PRESENCE OF ANY MATTER OR SUBSTANCE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY), INCLUDING, BUT NOT LIMITED TO, CLAIMS AND/OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF CERCLA (THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, 42 U.S.C. ‘9601 *ET SEQ.*, AS AMENDED BY THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT OF 1986, AND AS MAY BE FURTHER AMENDED FROM TIME TO TIME), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, 42 U.S.C. ‘6901 *ET SEQ.*, OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY.

Grantor and Grantee acknowledge and agree that the provisions contained in this **Section 5** were a material factor in Grantor making the Donation, and that Grantor was unwilling to donate the Property to Grantee unless Grantor was released as expressly set forth above. The terms of this **Section 5** shall survive the Closing.

5. Miscellaneous. TIME IS OF THE ESSENCE OF THIS AGREEMENT. This Agreement shall bind and benefit Grantor and Grantee and their respective heirs, personal representatives, successors and assigns. Grantee shall not sell, assign, or transfer this Agreement or any interest herein without the prior written consent of Grantor, which Grantor may grant or withhold in its sole discretion. This Agreement represents the full and final agreement of the parties with respect to the donation of the Property, supersedes all prior oral and written understandings or agreements

between the parties, and may be amended only by a writing signed by both parties. 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.

Grantee shall comply with any and all applicable federal, state, or local environmental laws, regulations, or ordinances, including any and all permits, licenses, or authorizations issued thereunder and including, but not limited to, any and all due care requirements under applicable law (herein collectively “**Environmental Laws**”) and those contained in that certain Due Care Plan dated November 8, 2021, a copy of which has been provided to Grantee, or any successor Due Care Plan in connection with or related to the use, operations, development, excavation, grading, construction, or demolition, at, in, on, or below the Property. Grantee shall be responsible and liable for all any and all alleged or actual violations, caused or attributable to Grantee, of any applicable Environmental Laws concerning or related to the Property after the date of transfer by the Grantor. The Grantor and the Grantee expressly acknowledge their mutual understanding and agreement that there are no third-party beneficiaries to this Agreement and that this Agreement shall not be construed to benefit any persons other than the Grantor and the Grantee and their respective heirs, personal representatives, successors and assigns.

Grantee shall not “treat,” “store” or “dispose” of any “hazardous substances,” “hazardous wastes” or “toxic substances” as those terms are defined 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 hazardous substances, hazardous wastes, or toxic substances; and all regulations issued pursuant to the foregoing, and include per- and polyfluorinated substances whether or not so defined or regulated, on, at, or below the Property, and shall maintain generator-only status; provided, however, that Grantee may (A) accumulate such substances or wastes as allowed under applicable Environmental Laws for off-site treatment, off-site storage, or off-site disposal, and (B) use commercial products on-site which may contain such substances.

*[Signature Page Follows]*

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

**GRANTOR:**  
GENERAL MOTORS LLC

By: *Debra H. Hoge*

Name: Debra H. Hoge

Title: Global Director  
Real Estate

Execution Recommended  
Real Estate  
By: *Debra H. Hoge*

**GRANTEE:**  
CITY OF DETROIT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION OF THE 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 CURVATURE 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  
FORM OF QUIT CLAIM DEED  
QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS: That **GENERAL MOTORS LLC**, a Delaware limited liability company (“**Grantor**”), whose address is c/o Real Estate, 300 Renaissance Center MC 482-C19-GRE, Detroit, Michigan 48265 quit claims to the **CITY OF DETROIT** (“**Grantee**”), whose address is \_\_\_\_\_, all of its right, title and interest in and to the premises situated in the County of Wayne, City of Detroit, State of Michigan, and described on Exhibit A attached hereto (the “**Property**”).

The Property contains 16,013.66 square feet (.368 acres).

Commonly known as: Vacant Land

Tax Parcel Identification Number: Part of Ward 13003838-899

Together with all and singular tenements, hereditaments and appurtenances, there unto belonging or in anywise appertaining for the sum of Ten Dollars (\$10.00) and other good and valuable consideration (see Real Estate Transfer Tax Valuation Affidavit).

The following covenant related to restriction on use of or at the Property shall be included in: (1) any agreement transferring complete or partial possession or ownership of the Property through sale, lease, or otherwise to any successor, assign, purchaser, or tenant, and (2) any deed of conveyance transferring complete or partial ownership of the Property as a covenant and restriction which will run with the Property and is binding upon Grantee and all subsequent owners, tenants, and users, and are enforceable against Grantee, its successors, and assigns and inure to the benefit of and be enforceable by Grantor, its successors and assigns:

**Grantee acknowledges and agrees that the Property may only be used by Grantee, its successors, assigns, and tenants for road/highway purposes. Grantee acknowledges and agrees that the Property may not be used for any other use.**

This Deed is subject to existing easements, covenants and restrictions of record, those matters which would be shown by a survey or would be evident by a personal inspection of the Property.

Grantor grants to Grantee the right to make 0 permissible divisions under section 108 of the Michigan Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Date effective as of: \_\_\_\_\_, 2024

[Signature Page Follows]

[Signature Page to Quit Claim Deed]

**GRANTOR:**

**GENERAL MOTORS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN )

COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of GENERAL MOTORS LLC, a Delaware limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

**INSTRUMENT DRAFTED BY AND  
AFTER RECORDED RETURN TO:**

Kevin Plumstead, Esq.  
GENERAL MOTORS LLC  
300 Renaissance Center  
Mail Code: 482-C25-A68  
Detroit, Michigan 48243

EXHIBIT A  
(to Quit Claim Deed)

**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.

*basil*



5-3-2022