

TERMINATION OF LICENSE

This Termination of License is made this ____ day of _____, 2019, between the CITY OF PARMA, Cuyahoga County, Ohio, as Licensor, and GENERAL MOTORS LLC, a Delaware limited liability company, as assignee of General Motors Corporation, with its principal office at 300 Renaissance Center, Detroit, MI 48265, as Licensee.

BACKGROUND

A. Licensor and Licensee are parties to that certain License dated August 21, 1986 (the "License"). Pursuant to the License, Licensor granted Licensee permission to construct a pedestrian bridge walkway over Chevrolet Boulevard, for pedestrians to more safely cross Chevrolet Boulevard to get to and from a parking lot and the plant, as set out in more detail in the License.

B. Licensee no longer needs the pedestrian bridge walkway over Chevrolet Boulevard, so Licensor and Licensee are entering into this agreement to set out the terms and conditions for removal of the pedestrian bridge walkway over Chevrolet Boulevard and termination of the License.

NOW, THEREFORE, the City Council of the City of Parma, Ohio, pursuant to a resolution duly passed and signed by the Council President and the Mayor of Parma, does hereby allow Licensee to remove the pedestrian bridge walkway and upon such removal, the License will be terminated, subject to the following terms and conditions:

(1) Prior to removing the pedestrian bridge walkway over Chevrolet Boulevard, Licensee will (i) provide written plans for such removal to the City of Parma, and (ii) obtain all permits necessary for such removal from the City of Parma.

(2) If requested by the City of Parma, Licensee will deposit a bond with the Director of Public Service of Parma. The bond will be acceptable to the Law Director of Parma as to form and issuing company and will be in amount determined by the City Engineer of Parma to be the reasonable amount to remove the pedestrian bridge walkway.

(3) Licensee will remove the pedestrian bridge walkway at Licensee's sole cost and expense.

(4) Licensee will indemnify and hold harmless the City of Parma, its officers, agents and employees, from all claims of any kind which may arise in any manner from the removal of pedestrian bridge walkway.



(5) Upon complete removal of the pedestrian bridge walkway pursuant to and in compliance with the applicable permits, the License will terminate and be of no further force and effect. Licensor and Licensee each agree to execute, upon request of the other party, such documents as may be reasonably requested by the other party to further evidence termination of the License.

(6) This agreement may be executed in counterparts, each of which shall be deemed an original, and which taken together, shall constitute a single instrument.

(7) If Licensee enters into an agreement to sell its parking lot property to a third party, then Licensee may assign its obligations under Sections 1 through 5 of this agreement to the purchaser of the parking lot property, in the form attached hereto as Exhibit A (the "Assignment") provided the Assignee deposits a bond as outlined in Section 2 contemporaneously with such assignment. If Licensee provides a copy of the fully executed Assignment to Licensor and the bond has been deposited, then Licensee will be released from all obligations under this agreement from and after the date of the Assignment and Licensor will look solely to the assignee.

IN WITNESS WHEREOF, Licensor and Licensee have signed this agreement.

CITY OF PARMA, OHIO

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form:

Tim Dobeck, Law Director

GENERAL MOTORS LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A TO TERMINATION OF LICENSE

Form of Assignment of Termination of License

ASSIGNMENT OF TERMINATION OF LICENSE

General Motors LLC (“Assignor”) and _____ (“Assignee”) are entering into this Assignment of Termination of License (“Assignment”) effective as of _____, _____.

Background

A. The City of Parma (“Licensor”) and General Motors LLC (“Assignor”) are parties to that certain Termination of License dated _____, 2019, a copy of which is attached hereto as Exhibit A and made a part hereof (the “Termination of License”).

B. Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated _____, _____ (the “PSA”), whereby Assignor is selling to Assignee approximately fifteen acres of property located on the east side of Chevrolet Boulevard in Parma, Ohio, as set forth in more detail in the PSA (the “Property”).

C. Pursuant to the PSA and in connection with Assignee purchasing the Property, Assignee has agreed to remove the pedestrian bridge walkway that goes across Chevrolet Boulevard and a portion of which is on the Property.

D. Pursuant to Section (7) of the Termination of License, Assignor may assign its obligations under the Termination of License to a purchaser of the Property.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. As of the Effective Date, Assignor assigns, transfers and conveys to Assignee, its successors and assigns, Assignor’s obligations under Sections (1) through (5) of the Termination of License (the “Obligations”).

2. As of the Effective Date, Assignee has deposited a performance bond with the City of Parma pursuant to Section 2 of the Termination of Lease.

3. As of the Effective Date, Assignee accepts such assignment of the Obligations under the Termination of License, and agrees to be perform the Obligations under the Termination of License at Assignee’s sole cost and expense. Assignee will indemnify and hold Assignor harmless for all third party claims for Assignee’s breach of its obligations under this Assignment.

4. This Assignment may be executed in one or more counterparts, each of which will constitute an original, and all of which together will constitute one and the same agreement. Executed copies of this Assignment may be delivered electronically and, upon receipt, will be deemed originals and binding upon the parties.

5. This Assignment may only be amended or modified by written agreement between the Parties.

THE PARTIES have executed this Assignment effective as of the Effective Date.

LICENSOR:

GENERAL MOTORS LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

_____,

By: _____

Name: _____

Title: _____

EXHIBIT A TO ASSIGNMENT OF TERMINATION OF LICENSE

Termination of License

(see attached)