

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2023-20**

**EXTENDING A LICENSE AGREEMENT WITH JDRC ACQUISITIONS, LLC FOR
STORAGE OF CARGO CONTAINERS**

WHEREAS, The Village of Yellow Springs is the owner of certain vacant unaddressed property at Springs Way, also known as Permanent Parcel No. F19000100200000900 or Lot 2D of the CBE/Commerce Park Yellow Springs, Ohio; and,

WHEREAS, as part of a sale of land to Cresco in 2022, by way of Ordinance 2022-18, Council did authorize the Village Manager to execute a license with JDRC Acquisitions, LLC for storage of cargo containers necessary for construction purposes on that parcel known as Lot 2D; and

WHEREAS, the Licensee has requested and Licensor has agreed to allow a continuation of the original license agreement subject to the terms and conditions hereinafter provided,

**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO
HEREBY RESOLVES THAT:**

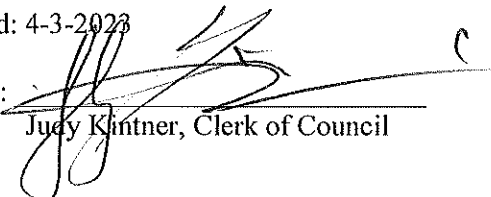
Section 1. Council authorizes the attached License Agreement with JDRC Acquisitions LLC for storage of cargo containers needed for construction purposes on PPN F19000100200000900 (Lot 2) through March 31, 2024, in a form substantially similar to the attached Exhibit A.

Section 2. This Resolution shall take effect at the earliest time permitted by law.



Brian Housh, President of Council

Passed: 4-3-2023

Attest: 

Judy Kintner, Clerk of Council

ROLL CALL:

Brian Housh __Y__ Marianne MacQueen __Y__ Kevin Stokes __Y__

Carmen Brown __Y__

DeVore Leonard __ABSENT__

Exhibit A-2 attached hereto and made a part hereof (“**Licensed Premises**”) and ingress and egress to the License Premises over and through the Property. This License Agreement grants a license only and shall not be deemed to convey to Licensee directly, indirectly, or impliedly any estate, servitude, leasehold, or other interest in the Licensed Premises and/or the Property nor shall Licensee be deemed to be a tenant, partner, vendor, or employee of Licensor. Licensee’s use of the Licensed Premises shall be deemed permissive, and Licensee shall not have any claim by way of adverse possession or prescriptive easement with respect to any portion of the Property.

License Period. The “**License Period**” for the Licensed Premises shall commence on the Effective Date (the “**Commencement Date**”) and expire at 11:59 pm (Eastern Standard Time) on March 31, 2024 (the “**Occupancy Termination Date**”).

Termination. Licensee may terminate this Agreement upon 30 days prior notice to Licensor.

Permitted Use of the Licensed Premises. Licensee shall have the right to place and store the Containers on the Licensed Premises and have access to the materials stored therein during the License Period. Licensee shall use the Licensed Premises during the License Period for storage of noncannabis materials (the “**Permitted Use**”).

Surrender. On or before the Occupancy Termination Date, Licensee shall: (a) vacate and surrender full and complete possession of the Licensed Premises to Licensor; and (b) remove all Containers from the Licensed Premises (and promptly repair any damage related to such removal). The surrender obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement until the date Licensee complies with this Section 4 in all reasonable respects.

No Services. For the avoidance of doubt, Licensor shall not provide Licensee any services, repairs, security, maintenance, or assistance of any kind during the License Period. Subject to the terms hereof, Licensee shall be responsible for the cost of any damage and/or repairs to the Licensed Premises arising during the License Period and Licensor shall be responsible for the cost of any damage and/or repairs to the Licensed Premises arising or accruing prior to the Commencement Date.

Expenses. During the License Period, Licensor shall pay as and when due, all expenses related to the Containers (“**Expenses**”).

Compliance with Laws and Regulations. Licensee shall and shall cause all Licensee Parties (as defined below) to comply with all Laws (as hereinafter defined) and obtain any and all required permits and licenses necessary for the Permitted Use. Licensee shall not, and shall not permit a Licensee Party to, use the Licensed Premises in any manner that would violate any applicable laws and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law (collectively, “**Laws**”) related to the Permitted Use. Licensee also agrees to cooperate with Licensor and do all things reasonably necessary for Licensor to comply with any Laws which shall impose any obligation or duty upon Licensor with respect to the Licensed Premises and/or Permitted Use thereof.

Alterations; Repairs. Licensee may not make any alterations, installations, additions, or improvements in or to the Licensed Premises without the prior written consent of Licensors, which consent may be withheld or conditioned in Licensors' sole and absolute discretion.

Maintenance. During the License Period, Licensee shall take good care of the Licensed Premises, normal wear and tear excepted.

Insurance. Licensee and Licensors shall each be responsible to maintain appropriate insurance for their respective interests in the Licensed Premises and the Property. Either party may request proof of insurance and the non-requesting party shall provide a current COI within seven (7) days thereafter naming the other party as an additional insured party.

Indemnification. Licensee shall indemnify and forever save harmless Licensors, its agents and employees from and against any and all third party personal injury and third party personal property liabilities, liens, claims, demands, damages, expenses, attorneys' fees, costs, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of, or in any way connected with Licensee's and/or Licensee's agents, representatives, employees, and invitees use and/or occupancy, management or control of the Licensed Premises or any part thereof, This Section 10 shall survive the expiration or termination of this License Agreement.

Assignment or Sublicensing. The License granted hereby is personal/specific to Licensee, its employees and authorized agents and shall not be assigned, nor shall Licensee sublicense or otherwise permit or suffer the occupancy of the Licensed Premises by any third party without the prior written consent of Licensors, which consent may be withheld in Licensors' sole and absolute discretion.

Default. If Licensee defaults in the performance of any of its obligations hereunder, and such default continues for more than ten (10) business days after receipt of written notice from the non-defaulting party, Licensors shall have the right to terminate this License Agreement and pursue any rights and remedies provided herein and other remedies available at law or in equity.

Notices. Any notice, demand or request which may be permitted, required, or desired to be given in connection therewith shall be given in writing sent by e-mail to each respective individual below, and directed to Licensee and Licensors as follows:

Licensors:	The Village of Yellow Springs c/o Village Manager, Josue Salmeron 100 Dayton St. Yellow Springs, OH 45387 Email:jsalmeron@yso.com
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Licensee:	Cresco Labs Ohio, LLC c/o Cresco Labs 400 W. Erie, Suite 110 Chicago, IL 60654
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Attn: Real Estate Legal
Email: RELegal@crescolabs.com

And

Attn: Real Estate Management
Email: REM@crescolabs.com

Miscellaneous.

Counterparts. This License Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures to this License Agreement transmitted by electronic mail in PDF format shall be valid and effective to bind the party so signing.

Time is of the Essence. Time is of the essence of this License Agreement.

Governing Law. This License Agreement shall be governed by and construed in accordance with the laws of the state where the Licensed Premises is located.

Authority. The undersigned on behalf of Licensee and Licensors each represent and warrant to the other that they have all requisite power and authority to enter into this License Agreement. The execution, delivery, and performance of this License Agreement have been duly authorized by all necessary actions of the respective parties. This License Agreement has been duly executed and delivered and constitutes legal, valid, and binding obligations for each party. Each person executing this License Agreement on behalf of each party is duly qualified and an appointed representative of the undersigned and has all requisite power and authority on behalf of Licensors and Licensee to enter into this License Agreement as the valid, binding, and enforceable obligation of each party.

Section Headings. The section titles herein are for convenience only and do not define, limit, or construe the contents of such sections.

Attachment and Exhibits. All attachments and exhibits to this License Agreement are hereby made a part hereof as if fully set out herein.

Entire Agreement; Severability. This License Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any provision of this License Agreement shall be declared invalid or unenforceable, the remainder of this License Agreement shall continue in full force and effect.

Binding Effect. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and shall not be modified except by an express written agreement signed by a duly authorized representative of both parties.

Prevailing Party & Legal Fees. If litigation or arbitration is required by either party to enforce or interpret the terms of this License Agreement, the substantially prevailing party of such action or arbitration shall, in addition to all other relief granted or awarded by the court or arbitrator, be awarded costs and reasonable attorneys' fees, charges and disbursements (including those of in-house counsel) and expert witnesses fees and costs incurred because of such action or arbitration and those incurred in preparation thereof at both the trial or arbitration and appellate levels.

Informed Consent. The undersigned, on behalf of Licensor and Licensee acknowledge and represent that they have carefully read this License Agreement, understand the terms and obligations herein, signs it voluntarily, and had the opportunity to seek the advice of an attorney before execution hereof.

Licensor Party and Licensee Party. As used herein, Licensor and Licensee's affiliates, or its respective partners, officers, directors, contractors, agents, employees, members, managers, and their respective successors or assigns may be referred to herein collectively as "**Licensor Parties or 'Licensee Parties'**", and individually as, a "**Licensor Party or Licensee Party.**"

Brokers. Licensee and Licensor each represent and warrant that it has not dealt with any broker, agent or agent in the negotiation for or obtaining of this License Agreement and agree to reimburse, indemnify, save, defend (with counsel reasonably acceptable to the party being defended, at the other party's sole cost and expense) and hold harmless the other party to this License Agreement for, from and against any and all cost or liability for the compensation claimed by any such broker or agent employed or engaged by it or claiming to have been employed or engaged by it.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS
LICENSE AGREEMENT TO BE BINDING AS OF THE DATE FIRST ABOVE WRITTEN AND
EFFECTIVE AS OF THE COMMENCEMENT DATE.

LICENSOR:
VILLAGE OF YELLOW SPRINGS, OHIO
an Ohio municipal corporation

By: _____
Name: Josue Salmeron
Title: Village Manager

LICENSEE:
CRESCO LABS OHIO, LLC, an Ohio limited
liability company

By: _____
Name: Charles Bachtell
Title: Authorized Represenative

EXHIBIT A-1

THE PROPERTY

PARCEL IDENTIFICATION NUMBER: F19-0001-0020-0-0009-00

SEE PLAT CABINET 39, SLIDE 197A OF THE GREENE COUNTY, OHIO PLAT RECORDS

PRIOR INSTRUMENT REFERENCE:

VOL. 3770, PAGE 0803 OF GREENE COUNTY, OHIO OFFICIAL RECORDS

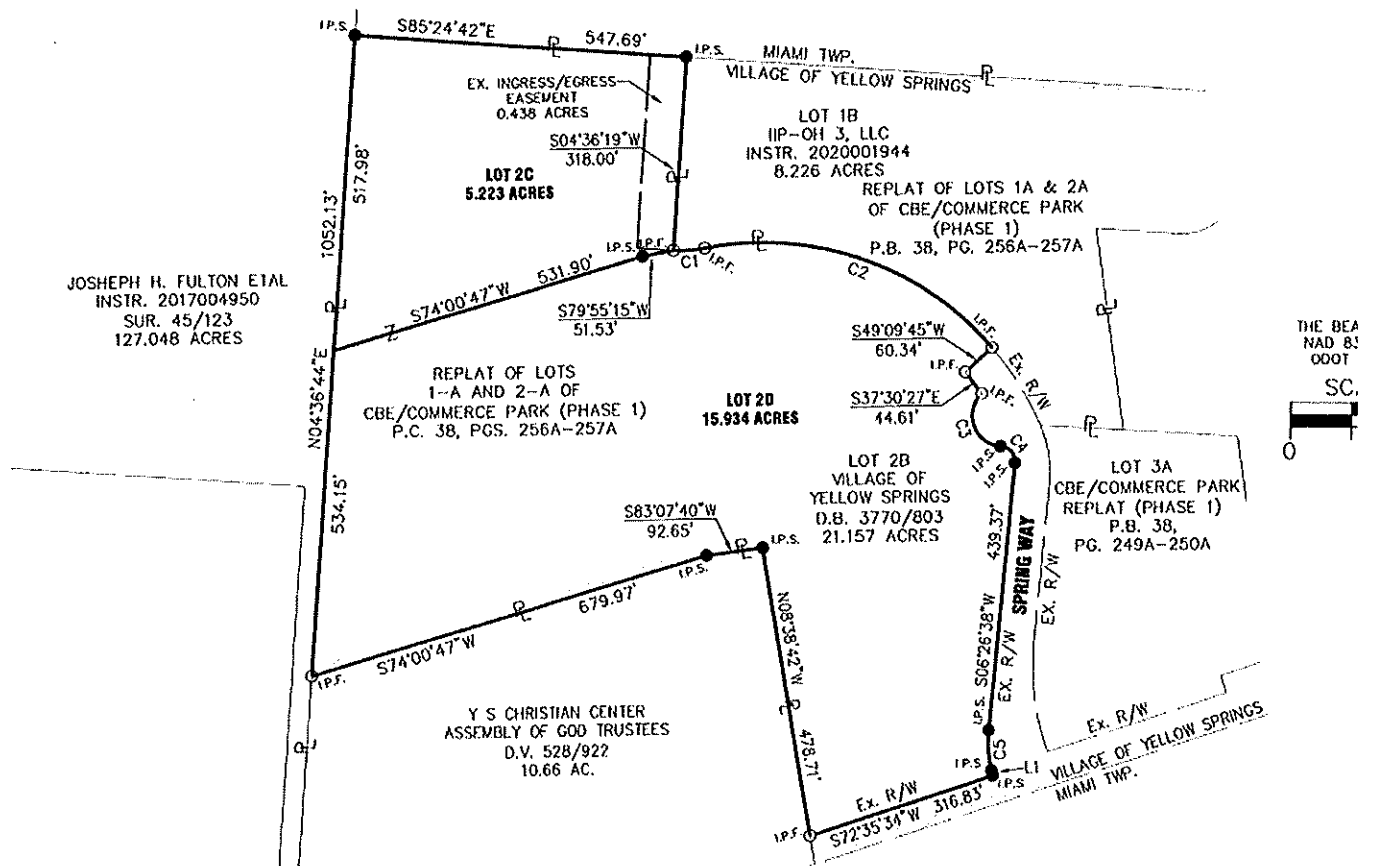
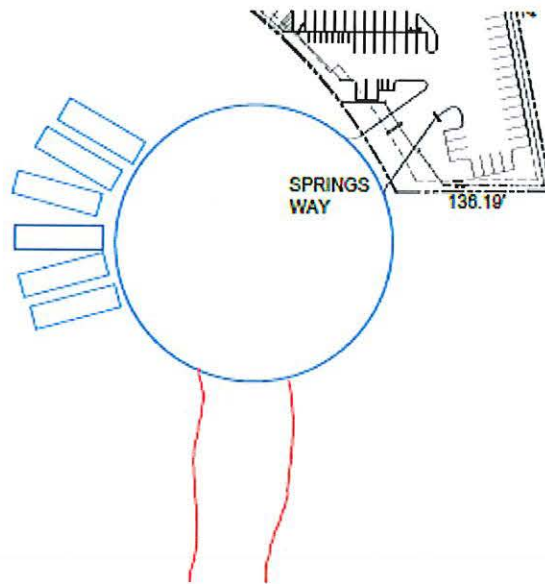


EXHIBIT A-2

LICENSED PREMISES



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