

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2024-13**

**EXTENDING A LICENSE AGREEMENT WITH CRESCO LABS OHIO, 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 for storage of cargo containers necessary for construction purposes on that parcel known as Lot 2D; and

WHEREAS, Cresco Labs has requested a First Amendment to the original license agreement subject to the terms and conditions hereinafter provided in order to extend the agreement to March 31, 2025,

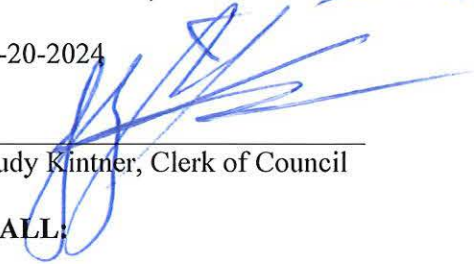
**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO
HEREBY RESOLVES THAT:**

Section 1. Council authorizes the attached First Amendment to License Agreement with Cresco Labs Ohio, LLC for storage of cargo containers on Parcel ID F19000100200000900 (Lot 2) through March 31, 2025, in a form substantially similar to the attached Exhibit A.

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


Signed: Kevin Stokes, President of Council

Passed: 2-20-2024

Attest: 
Judy Kintner, Clerk of Council

ROLL CALL:

Brian Housh__Y__

Trish Gustafson__Y__

Kevin Stokes__Y__

Carmen Brown__Y__

Gavin DeVore Leonard__Y__

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (this "Amendment") is made as of this ____ day of February, 2024 (the "Effective Date"), by and between VILLAGE OF YELLOW SPRINGS, an Ohio municipal corporation ("Licensor"), and CRESCO LABS OHIO, LLC, an Ohio limited liability company ("Licensee").

WITNESSETH:

WHEREAS, Licensor and Licensee are parties to that certain License Agreement dated April 3, 2023 (the "License Agreement"), pursuant to which Licensor granted Licensee a temporary, non-exclusive license to place six (6) cargo storage containers on a certain portion of that 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 (the "Licensed Premises"), as more particularly described in the License Agreement; and

WHEREAS, Licensor and Licensee mutually desire to amend certain provisions of the License Agreement, pursuant to the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and the mutual covenants set forth herein, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENT:

1. Recitals. The foregoing recitations are true and correct and are incorporated herein by reference.

2. Capitalized Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the License Agreement.

3. License Period. The language entitled License Period in the License Agreement is hereby deleted in its entirety and replaced with the following language:

"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, 2025 (the 'Occupancy Termination Date')."

4. Expenses. The language entitled Expenses in the License Agreement is hereby deleted in its entirety and replaced with the following language:

"Expenses. During the License Period, Licensee shall pay as and when due, all expenses related to the Containers ("Expenses").

5. Termination. For purposes of clarity only, Licensor and Licensee acknowledge and agree that Licensee maintains its termination right set forth in Section 3 of the License Agreement.

6. Broker. The parties represent and warrant that they have dealt with no broker, agent, or other person in connection with this Amendment and that no broker, agent, or other person brought about this Amendment.

7. Authority. Licensors and Licensees each represent and warrant to the other party that the respective entity has the full right and authority to enter into this Amendment, and that all persons signing on behalf of each respective entity were authorized to do so by appropriate actions.

8. Severability. If any clause or provision of this Amendment is illegal, invalid, or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Amendment shall not be affected thereby. It is also the intention of the parties to this Amendment that in lieu of each clause or provision of this Amendment that is illegal, invalid, or unenforceable, there be added, as a part of this Amendment, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

9. Counterparts and Delivery. The Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute a single instrument. Facsimile, .pdf, or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Amendment.

10. Time of Essence. Time is of the essence of this Amendment.

11. Entire Agreement. This Amendment and the License Agreement contain all the terms, covenants, conditions and agreements between Licensors and Licensees relating to the Licensed Premises. No prior or other agreement or understanding pertaining to such matters other than the License Agreement will be valid or of any force or effect. This Amendment may only be modified by an agreement in writing signed by Licensors and Licensees.

12. Conflict; Ratification. Insofar as the specific terms and provisions of this Amendment purport to amend or modify or conflict with the specific terms, provisions and exhibits of the License Agreement, the terms and provisions of this Amendment shall govern and control; in all other respects, the terms, provisions and exhibits of the License Agreement shall remain unmodified and in full force and effect and are hereby ratified and affirmed by Licensors and Licensees.

13. Effect on License Agreement. Licensors and Licensees hereby agree that (a) this Amendment is incorporated into and made a part of the License Agreement, (b) any and all references to the License Agreement hereinafter shall include this Amendment, and (c) the License Agreement, and all terms, conditions and provisions of the License Agreement, are in full force and effect as of the date hereof, except as expressly modified and amended hereinabove. Licensee shall continue to pay Licensors the amount of One Thousand Dollars (\$1,000.00) per month in accordance with the License Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly authorized, executed and delivered as of the day and year first set forth above.

LICENSOR:

VILLAGE OF YELLOW SPRINGS, OHIO,
an Ohio municipal corporation

By: _____

Name: Johnnie Burns

Title: Interim Village Manager

LICENSEE:

CRESCO LABS OHIO, LLC,
an Ohio limited liability company

By: _____

Name: Charles Bachtell

Title: Authorized Representative