

RESOLUTION NO. 2018-64

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A DEVELOPMENT AGREEMENT WITH OHIO PATIENTS CHOICE IN SUPPORT OF THE LOCATION OF A MEDICAL MARIJUANA RETAIL DISPENSARY WITHIN THE CORPORATE PARK

WHEREAS, Ohio Patients Choice is the recipient of a provisional license to operate a medical marijuana retail dispensary pursuant to Ohio Revised Code Chapter 3796 et seq.; and,

WHEREAS, the provisional license to operate a medical marijuana retail dispensary was issued for the physical address of 2018 Cleveland Road West, Huron, Ohio; and,

WHEREAS, on June 26, 2018, the Huron City Council unanimously approved legislation governing the location, operation, and regulation of medical marijuana retail dispensaries within the City of Huron; and,

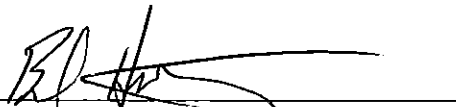
WHEREAS, pursuant to the Huron Codified Ordinances, a medical marijuana retail dispensary is a conditionally permitted use within any industrially zoned district within the City of Huron.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to execute a Development Agreement with Ohio Patients Choice in support of the location of a medical marijuana retail dispensary in the Huron Corporate Park as reflected on Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.



Brad Hartung, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 24 JUL 2018

DEVELOPMENT AGREEMENT

This Land Development Agreement (hereinafter "Agreement") is made as of this ____ day of _____, 2018, by and between the **CITY OF HURON, OHIO**, a municipal corporation duly organized and existing under and by virtue of the constitution, laws of Ohio and its own charter, whose address is 417 Main Street, Huron, Ohio 44839, Attention: City manager (hereinafter referred to as the "City"), and Landholder, **HURON CORPORATE PARK, LLC**, an Ohio limited liability company having an address of 2300 University Drive East, Huron, OH 44839 D.B.A. **OHIO PATIENTS CHOICE, LLC**, (hereinafter "Owner"). This Agreement specifically applies to the property located on University Drive East, Huron, Ohio 44839, Erie County Permanent Parcel Number 42-01972.500 and 42-01972.011, (hereinafter "Property").

WHEREAS, Owner is the recipient of a provisional license to operate a medical marijuana retail dispensary pursuant to Ohio Revised Code Chapter 3796 et seq.; and,

WHEREAS, the provisional license to operate a medical marijuana retail dispensary was issued for the physical address of 2018 Cleveland Road West, Huron, Ohio; and,

WHEREAS, on June 26, 2018, the Huron City Council unanimously approved legislation governing the location, operation, and regulation of medical marijuana retail dispensaries within the City of Huron; and,

WHEREAS, pursuant to the Huron Codified Ordinances, a medical marijuana retail dispensary is a conditionally permitted use within any industrially zoned district within the City of Huron; and,

WHEREAS, the parties mutually desire to relocate the medical marijuana retail dispensary in accordance with local zoning regulations; and,

WHEREAS, the Owner and the City have reached an equitable agreement which will facilitate each party's predominate needs.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE: EXHIBITS. This Agreement is predicated on strict compliance with specific documents outlining the use, condition, and design of the Property. These conditions are more specifically outlined in the supporting Exhibits attached hereto and incorporated herein:

- Exhibit A: Original site plan submitted to Planning Commission
- Exhibit B: Site plan approval by Planning Commission
- Exhibit C: Zoning Code amendment – creation of a conditional use
- Exhibit D: Conditional Use Permit Application
- Exhibit E: Property Map – Permanent Parcel Number(s) 42-01972.500 and 42-01972.011
- Exhibit F: Proposed site plan drawing inclusive of all prescribed improvements
- Exhibit G: Proposed landscaping plan
- Exhibit H: Proposed exterior building design
- Exhibit I: Board of Zoning Appeals Approval
- Exhibit J: Medical Marijuana Retail Dispensary Application
- Exhibit K: Medical Marijuana Retail Dispensary Operating Permit

SECTION TWO: DEVELOPMENT TERMS. The Parties have met and agreed to the following:

1. Owner will make application to the State of Ohio Department of Commerce for the relocation of the medical marijuana retail dispensary previously located at 2018 Cleveland Road West, Huron, Ohio to the Property.
2. Owner will comply with all local and state regulations for the operation of a medical marijuana retail dispensary at the Property. This includes, but is not limited to the requirements established under Ohio Revised Code Chapter 3796 et seq. and Ohio Administrative Code 3796:6 et seq.; and Huron Codified Ordinances Chapter(s) 1121, 1125, 1126, and 751.
3. Owner will submit a completed site plan for the construction of a medical marijuana retail dispensary to be located at the Property. The submitted site plan shall include a detailed description of the proposed building elevations, landscaping design, signage, parking layout and lighting design.

4. Upon receipt of the necessary approvals, including but not limited to the Board of Zoning Appeals, Planning Commission, Design Review Committee and City Council, City will provide without delay zoning authorization in the form of a zoning permit for the operation of the medical marijuana retail dispensary to be located on the Property.

SECTION THREE: DEFAULT,

1. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and seek any remedy at law or in equity in accordance with local ordinances.

2. In the event that Owner anticipates non-performance due to extenuating circumstances, Owner shall be afforded reasonable extensions of time. Owner shall petition the Board of Building and Zoning Appeals who shall have the authority to extend, within reason, the benchmark timeline asserted herein.

SECTION FOUR: OTHER TERMS AND CONDITIONS

1. **ASSIGNMENT.** This Agreement is entered into for the sole purpose of zoning compliance and shall run with the land. Evidence of this Agreement shall be provided to and recorded by the Erie County Recorder's Office by the City.

2. **SEVERABILITY.** If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

3. **INTERPRETATIONS.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

4. **CONSTRUCTION.** Whenever used herein including acknowledgements, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

5. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

6. **NOTICE AND DEMANDS.** Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the address stated above.

7. **GOVERNING CONTRACT LAW.** All aspects of this Agreement shall be governed by the laws of the State of Ohio.

8. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

9. **AMENDMENT.** This Agreement may be amended upon written authorization by both parties.

10. **TIME IS OF THE ESSENCE.** The parties agree time is of the essence under this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

FOR THE CITY:
The City of Huron

FOR THE OWNER:

By Andrew J. White
City Manager

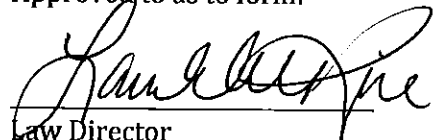
By _____
Managing Member

July 31, 2018
Date

By _____
Managing Member

Date

Approved to as to form:



Law Director