



Office of the City Manager
5555 Perimeter Drive • Dublin, OH 43016
Phone: 614-410-4400

Memo

To: Members of Dublin City Council
From: Dana McDaniel, City Manager
Date: March 2, 2021
Initiated By: Colleen Gilger, CECD, Director of Economic Development
Eric Meyer, Economic Development Administrator
Re: Ordinance 08-21 Economic Development Agreement with Ease Logistics Services, LLC.

Background

Ease Logistics Services, LLC (Ease Logistics), established in Dublin in 2014, has reached capacity at its existing Dublin facilities. As a result, Ease Logistics has been conducting a competitive real estate search for expansion opportunities in several Central Ohio communities, including Dublin, Plain City and Marysville.

Ease Logistics, a regular on the Inc. 5000 and Fast 50 lists, provides supply chain management services by working with clients, shippers and transportation providers. Ease Logistics provides services that include shipment management, temperature-sensitive freight management, intermodal shipping, consulting services and overall freight management solutions. Additionally, Ease serves as an engaged community partner, working with the Dublin Food Pantry, Dublin Welcome Warehouse, and Dublin Irish Festival, just to name a few.

To meet expansion needs, Ease Logistics is considering the acquisition of approximately 2.5884 acres of land and a combined 20,000 SF of existing office and warehouse space at 6141 Avery Road. The acquisition will expand upon the existing Dublin facilities footprint in use by Ease Logistics. Jobs associated with the headquarters operation will relocate and grow, while capacity is created for other company divisions to grow in nearby facilities. Ease Logistics currently employs 68 in two facilities along Avery Road. With the acquisition of a third facility, the company will create room to grow to 129 employees within the next 6 years. By 2027, the company expects to have total revenues of \$185 million.

The Economic Development Agreement proposes transferring city owned property at 6101 Avery Road to Ease Logistics for the sale price of \$0 in exchange for Ease Logistics completing the purchase of 6141 Avery Road and committing to occupy 6141 Avery Road for a period of at least 10 years. 6101 Avery Road contains approximately .432 acres of vacant land and is adjacent to the 6141 Avery Road site that Ease Logistics proposes purchasing. In order to maintain existing multiuse paths, .06 acre of 6101 Avery Road would be vacated and turned into public right of way before the remainder of the site would be transferred to Ease Logistics. The company intends to utilize 6101 Avery Road for additional campus expansion opportunities and more visible placement of site signage.

RECORD OF ORDINANCES

Ordinance No. 08-21

Passed _____, _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A REAL ESTATE TRANSFER AND DEVELOPMENT AGREEMENT WITH EASE LOGISTICS SERVICES LLC FOR THE PROPERTY LOCATED AT 6101 AVERY ROAD

WHEREAS, the City of Dublin, Ohio ("the "City") is the fee owner of that certain parcel of property at 6101 Avery Road, Dublin, Ohio identified as Franklin County parcel no. 274-000142-00 and containing approximately 0.432 acres (the "Property"); and

WHEREAS, the City seeks to transfer approximately 0.37 acres of the Property to Ease Logistics Services LLC (the "Parcel") and convert the remaining approximately 0.06 acres of the Property to public right of way; and

WHEREAS, for consideration of the City transferring the Parcel to Ease Logistics, Ease Logistics will agree to acquire the adjacent parcel at 6141 Avery Road, Dublin, Ohio identified as Franklin County parcel no. 274-000047-00 and containing approximately 2.5884 acres ("Adjacent Parcel") and the improvements contained thereon ("Adjacent Parcel Building"); and

WHEREAS, in addition, Ease Logistics agrees to own the Parcel and own and occupy the Adjacent Parcel and Adjacent Parcel Building for a term of 10 years and if Ease Logistic should fail to own the Parcel, or fail to own or occupy the Adjacent Parcel or Adjacent Parcel Building, Ease Logistics agrees to pay the City \$121,015.00, based on an appraisal obtained by the City, within 60 days of the failure to own the Parcel or own or occupy the Adjacent Parcel and Adjacent Parcel Building; and

WHEREAS, the City desires to execute the Real Estate Transfer and Development Agreement to continuing pursuing these economic development efforts with Ease Logistics.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Dublin, Delaware, Franklin, and Union Counties, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute the Real Estate Transfer and Development Agreement in substantially the same form as appears on the attached Exhibit A.

Section 2. The City Manager is hereby authorized to execute any additional and necessary agreements or documents related to the Real Estate Transfer and Development Agreement.

Section 3. Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to take any other actions as may be appropriate to implement this Ordinance without further legislation being required.

Section 4. This Ordinance shall take effect in accordance with 4.04(b) of the Dublin Revised Charter.

RECORD OF ORDINANCES

Ordinance No. 08-21

Passed Page 2 of 2, _____

Passed this _____ day of _____, 2021.

Mayor – Presiding Officer

ATTEST:

Clerk of Council

Real Estate Transfer and Development Agreement

This Real Estate Transfer and Development Agreement (“**Agreement**”) is made and entered as of the ____ day of _____, 2021, by and between Ease Logistics, Services LLC, an Ohio limited liability company (“**Ease Logistics**”), and the City of Dublin, Ohio, an Ohio municipal corporation (“**City**”). Each of Ease Logistics and the City is also sometimes herein called a “**Party**,” or together as the “**Parties**.” The “**Effective Date**” will mean the date on which this Agreement has been executed and delivered by both of the Parties.

BACKGROUND INFORMATION

WHEREAS, the City is the fee owner of that certain parcel of property at 6101 Avery Road, Dublin, Ohio identified as Franklin County parcel no. 274-000142-00 and containing approximately 0.432 acres (the “**Property**”); and

WHEREAS, the City agrees to transfer approximately 0.37 acres of the Property to Ease Logistics (the “**Parcel**”) and convert the remaining approximately 0.06 acres of the Property at to right of way; and

WHEREAS, Ease Logistics agrees to own the Parcel for a term of 10 years and if Ease Logistics should fail to own the Parcel during this period, Ease Logistics agrees to pay the City \$121,015.00, based on an appraisal obtained by the City, within 60 days of the failure to own the Parcel; and

WHEREAS, the Parcel’s appraised value based on an appraisal obtained by the City is \$121,015 and the Parcel is legally described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the City agrees herein to use it best efforts to rezone the Parcel and then transfer the Parcel to Ease Logistics at no cost; and

WHEREAS, for consideration of the City transferring the Parcel, Ease Logistics agrees, *inter alia*, to acquire the adjacent parcel at 6141 Avery Road, Dublin, Ohio identified as Franklin County parcel no. 274-000047-00 and containing approximately 2.5884 acres (“**Adjacent Parcel**”) and the improvements contained thereon (“**Adjacent Parcel Building**”); and

WHEREAS, in addition, Ease Logistics agrees to own and occupy the Adjacent Parcel and Adjacent Parcel Building for a term of 10 years and if Ease Logistics should fail to own or fail to occupy the Adjacent Parcel and Adjacent Parcel Building, Ease Logistics agrees to pay the City \$121,015.00, based on an appraisal obtained by the City, within 60 days of the failure to own or fail to occupy the Adjacent Parcel and Adjacent Parcel Building.

STATEMENT OF AGREEMENT

Now, therefore, for and in consideration of the foregoing Background Information and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ease Logistics and the City agree as follows:

1. **Incorporation of Background Information; Effective Date.** The foregoing Background Information are hereby incorporated into and made a part of this Agreement, as if fully set forth herein.
2. **Agreement to Convey the Parcel.** Upon Ease Logistics fulfilling the condition set forth in Section 3 below, the City agrees to transfer the Parcel to Ease Logistics under the terms contained herein.
3. **Consideration for the City's Transfer of the Parcel.**
 - a. Dublin City Council approving an Ordinance to authorize this Agreement.
 - b. Ease Logistics is to provide the City with a copy of a recorded deed for the acquisition of the Adjacent Parcel in the name of Ease Logistics or an affiliated entity prior to the City transferring the Parcel.
 - c. The City agrees herein to use its best efforts to rezone the Parcel prior to transferring the Parcel to Ease Logistic.
 - d. At closing of the Parcel, Ease Logistics grants and executes an ingress/egress easement for the benefit of City owned property at 6077 Avery Road, Dublin, Ohio, Franklin County parcel no. 274-000086-00 and detriment of the Parcel in a form acceptable by the City. Said easement to be recorded immediately subsequent to the deed from the City to Ease Logistics for the Parcel or shall be reserved as an easement within the deed.
 - e. At closing of the Parcel, Ease Logistics shall also grant and execute a waterline easement and sewer line easement for the benefit of the City in a form that is acceptable to the City.
 - f. Ease Logistics agrees to own the Parcel, and own and occupy the Adjacent Parcel and Adjacent Parcel Building for a term of 10 years. If Ease Logistics should fail to own the Parcel, or should fail to own or occupy the Adjacent Parcel or Adjacent Parcel Building, Ease Logistics agrees to pay the City the appraised value of \$121,015.00 within 60 days of the failure.
4. **Investigations; Due Diligence Date; Termination Rights.**
 - a. Investigations. From the Effective Date to the Closing Date (as such term is defined in Section 5 hereof), the City will grant Ease Logistics commercially reasonable access to the Parcel and will cooperate fully in all reasonable

respects in connection with, the Ease Logistics conducting (either itself or through its consultants, agents and other representatives) such tests, inspections and investigations with regard to the Parcel as Ease Logistics deems appropriate in its sole and absolute discretion (collectively, “**Investigations**”). Among other things, the Investigation for the Parcel may include, without limitation, (i) determinations regarding any required alterations to existing flood plains, floodways, streams or wetlands areas, (ii) verifications that all title encumbrances and survey matters are acceptable, (iii) the review of all leases, easement agreements, maintenance agreements and other agreements, if any, (iv) “Phase I,” “Phase II” or other environmental studies to determine the extent to which any Hazardous Materials (as such term is defined in Section 7(h) hereof) are located on any portion of the Parcel, (v) soil, boring, percolation, traffic, parking and other similar tests and studies, (vi) topographic, engineering and other feasibility and physical surveys and studies, (vii) determinations regarding utilities, access, storm water detention, curb cuts, drives and other improvements or installations, (viii) the availability of all necessary governmental and quasi-governmental permits and approvals, and (ix) investigations as to zoning and other entitlement matters; provided, however, that Ease Logistics will not be obligated to conduct any particular Investigations, and further provided that any invasive testing of any kind on the Parcel shall be subject to the prior approval of the owner of the City, not to be unreasonably withheld, conditioned or delayed. The City, at no out-of-pocket cost or expense, will reasonably cooperate and assist the Ease Logistics in connection with the Investigations. In the event that the transaction contemplated by this Agreement is not consummated, then Ease Logistics will promptly repair any physical damage to the Parcel resulting from the conduct of its Investigations. The terms of this Section 3(a) shall survive the termination of this Agreement.

- b. Due Diligence Date. The “**Due Diligence Date**” will be the date that is 90 days after the Effective Date. If the Due Diligence Date does not fall on a business day, then the Due Diligence Date will be the next business day thereafter.
- c. Mutual Termination Rights. Anything in this Agreement to the contrary notwithstanding, either Party, in its sole and absolute discretion, and for any reason or reasons or for no reason whatsoever, may terminate this Agreement by delivering written notice of such termination to the other Party at any time on or before the Due Diligence Date, and upon such termination, the Parties will have no further rights or obligations hereunder, except as expressly provided herein.

5. **Title Commitment; Title Policy**. Ease Logistics may obtain a commitment (a "Title Commitment") from a title insurance company licensed to do business in the State of Ohio (the “Title Company”) to issue an ALTA Owner's Title Insurance Policy (Form 6/17/06) in the full amount of the appraised value of the Parcel (the "Title Policy"). The cost of the Title Policy shall be paid by Ease Logistics. The Title Commitment will be certified to the

Effective Date and will include copies of all recorded documents evidencing title exceptions raised in Schedule B of the Title Commitment. On or before the date of Closing, the Title Commitment must show in the City good and marketable title to the Parcel, free and clear of the standard printed exceptions contained in Schedule B of said commitment and the Title Policy, and free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except the following (collectively, the "Permitted Encumbrances"):

- a. Those created or assumed by Ease Logistics; and
- b. Zoning ordinances, legal highways and public rights-of-way which do not interfere with the Parcel; and
- c. Real estate taxes, if any, which are a lien on the Parcel, but which are not yet due and payable; and
- d. Easements and restrictions of record acceptable to Ease Logistics which do not interfere with the Ease Logistics anticipated use of the Parcel, which shall be reflected in the final form of Schedule B to the Title Policy.

The Title Commitment shall fully and completely disclose all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the Parcel and shall provide insurance coverage in respect to all of such appurtenant rights. The Title Commitment shall include the results of a special tax search and examination for any financing statements filed of record which may affect the Parcel. As used herein, Title Company means Multi-State Title Agency, Great American Tower, 301 East Fourth Street, Suite 3300, Cincinnati, Ohio 45202.

6. **Endorsement at Closing.** At the Closing, the Title Company shall provide Ease Logistics with endorsements to the Title Commitment updating the commitment to the Closing Date and showing no change in the state of the title to the Parcel. After the Closing, the Title Company shall issue a final owner's title insurance policy in the amount of the appraised value.
7. **Survey.** The City is obtaining a legal description and survey for the Parcel for purposes of this Agreement. Ease Logistics may also, at its own expense, obtain a current survey of the Parcel. For purposes of closing on the Parcel, the survey used for closing shall include a legal description of the Parcel and shall be certified by the surveyor to Ease Logistics and the Title Company. Subject to the approval of the Title Company, the legal description set forth on the survey shall be used in the Title Commitment and policy and in all documents of transfer contemplated hereby. The survey shall be sufficient to waive or insure over any and all questions or survey.
8. **Status of Title; Permitted Encumbrances; Objections.** Up and until fifteen (15) days prior to the Closing Date (the "Deadline for Objections"), Ease Logistics may provide the City with written objections to the extent that the Title Commitment reveals matters other than the Permitted Encumbrances (the "Objections") which constitute a monetary lien or

which unreasonably interfere with the Ease Logistics' use of the Premises for its intended purpose. Ease Logistics' failure to make written Objections by the Deadline for Objections will constitute a waiver of the Ease Logistics' right to make Objections. Upon Ease Logistics giving the City written notice of Objections, the City may either satisfy the Objections or Ease Logistics shall waive the Objections five (5) business days prior to the Closing. In the event the City elects not to cure the Objections, Ease Logistics may terminate this Agreement by giving written notice of termination to the City prior to Closing. In the event the Objections are not cured or removed, or in the event the City cannot provide satisfactory evidence that the Objections will be cured on or before the Closing Date or that satisfactory endorsements to the Title Policy to be issued, Ease Logistics shall make its election, five (5) business days prior to closing, by written notice to the City, to either:

- a. Accept title to the Parcel, at which point such uncured Objections shall be Permitted Encumbrances hereunder; or
- b. Terminate this Agreement.

Ease Logistics failure to make its election five (5) days prior to Closing shall constitute Ease Logistics election to accept title to the Parcel, at which point such uncured Objections shall be Permitted Encumbrances hereunder.

9. Representations and Warranties of the City. The City hereby represents and warrants to Ease Logistics that all of the following are true and correct on and as of the Effective Date, will continue to be true and correct as of the Closing Date, and will survive the Closing and the delivery of the Deed for the Parcel for a period of three months:

- a. The City is a municipal corporation duly organized and validly existing and in good standing under the laws of the State of Ohio. All requisite action (as required under its organizational governance documents, or by applicable law) has been taken (or with respect to the instruments referenced herein, by the Closing Date, will be) by the City in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby. No consent of any creditors, judicial or administrative bodies, governmental or quasi-governmental authorities, or other parties is required for the performance of the City's obligations hereunder. Each of the individuals executing this Agreement and the instruments referenced herein on behalf of the City has the legal power, right and actual authority to bind the City to the terms and conditions hereof and thereof. This Agreement and all instruments that the City is required to execute hereunder are (or with respect to such instruments, by the Closing Date, will be) valid, legally binding obligations of and enforceable against the City in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally; and
- b. The City has not received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning,

fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected; and

- c. The City has not received written notice of any condemnation or eminent domain proceedings, or of negotiations for purchase in lieu of condemnation, relating to the Parcel, or any portion thereof. To the City's Knowledge, no condemnation or eminent domain proceedings have been commenced or threatened in connection with the Parcel or any portion thereof.
- d. The City is not a party to any agreement, contract or commitment to sell, convey, let, assign, transfer, provide rights of first refusal or other similar rights with respect to, or otherwise dispose of, all or any portion of the Parcel, or any interest therein or occupancy right thereto, other than this Agreement. Except for this Agreement and any matters of record, neither the City nor any person or entity claiming by, through or under the City has done, suffered or permitted anything whereby any lien, claim or right of another has been created against the Parcel, any portion thereof or any interest therein.
- e. There are no (i) orders from or agreements with any governmental authority or private party or any judicial or administrative proceedings or investigations, whether pending or threatened, respecting any environmental, health or safety requirements under federal, state or local laws or regulations relating to the Parcel or any portion thereof, or (ii) pending, asserted or threatened claims or matters involving material liabilities, obligations or costs arising from the existence, release or threatened release of any Hazardous Materials at, on or beneath the Parcel or any portion thereof.
- f. The City is not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

10. Closing. The consummation of transfer of the Parcel from the City to Ease Logistics must be agreed to by the Parties 30 days in advance and occur no later than December 31, 2021. Provided that all conditions of closing hereunder have occurred, the Closing will occur through Multi-State Title Agency on the Closing Date; provided, however, that the Closing may be affected by the delivery of documents without the necessity of the Parties being present in person. On the Closing Date:

- a. The City's Deliveries. The City will execute and deliver to the Title Company for delivery to Ease Logistics on the Closing Date, the following:
 - i. A limited warranty deed (“**Deed**”) compliant with Ohio Revised Code Section 5302.07 and in a commercially reasonable and recordable form sufficient to convey to Ease Logistics fee simple absolute title to the Parcel, subject only to the applicable Permitted Encumbrances, signed by the City; and

- ii. If applicable, the appropriate transfer tax or other similar declarations, executed by such the City in the form required pursuant to applicable law, and the City will pay the amount of all transfer, deed, stamp and similar taxes imposed by governmental authorities having jurisdiction; and
 - iii. A counterpart of a closing statement signed by such the City; and
 - iv. If required by the Title Company, an owner's affidavit duly executed and acknowledged by the City in form and content required by the Title Company; and
 - v. Such other documents as may be reasonably necessary or appropriate to comply with this Agreement or reasonably required of the City (by the Title Company or otherwise) to carry out the terms of this Agreement.
- b. Ease Logistics' Deliveries. Ease Logistics will execute and deliver to the Title Company for delivery to the City on the Closing Date, the following:
- i. If applicable, appropriate transfer tax or other similar declarations in the form required pursuant to applicable law; and
 - ii. A counterpart of a closing statement; and
 - iii. Such other documents as may be reasonably necessary or appropriate to comply with this Agreement or reasonably required of Ease Logistics (by the Title Company or otherwise) to carry out the terms of this Agreement.

11. General Real Estate Taxes; Other Payments. In the event that any general real estate taxes, general or special assessments, or other payments with respect to the Parcel remain outstanding as of the Closing Date, the City will remain solely and exclusively liable therefor. General real estate taxes and general and special assessments for the years prior to Closing shall be paid by the City on or prior to the Closing Date. General real estate taxes and general and special assessments for the year of Closing will be prorated on a per diem basis as of the Closing Date based on the most recently available tax rate and valuation for the Parcel, and Ease Logistics will receive a credit for such amount at Closing.

12. Disclaimer. EASE LOGISTICS ACKNOWLEDGES AND AGREES, THAT IT IS ACQUIRING THE PARCEL, "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR OTHERWISE IN THIS AGREEMENT. THE CITY ACKNOWLEDGE THAT EASE LOGISTICS WILL CONDUCT SUCH INVESTIGATION OF THE PARCEL, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS EASE LOGISTICS DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PARCEL, AND WILL RELY SOLELY UPON THE SAME AND NOT UPON

ANY INFORMATION PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT.

13. Condemnation. In the event that, between the Effective Date and the Closing Date, any condemnation or eminent domain proceedings are instituted that might result in the taking of all or any portion of an applicable Parcel, the City will immediately notify the Ease Logistics in writing of such occurrence, and thereupon Ease Logistics may elect (in its sole and absolute discretion) to:

- a. terminate this Agreement, in which event all rights and obligations of the Parties hereunder will cease; or
- b. elect to consummate the transaction and require the City to deliver to the a duly executed assignment, in form and substance reasonably satisfactory to Ease Logistics, of proceeds payable as a result of the City's right to receive any condemnation award.

Ease Logistics will have 30 days after the date of its receipt of written notice of such institution of proceedings within which to exercise its rights under this Section 13. If the Closing is scheduled to occur within such 30-day period, then the Closing will be delayed until the Ease Logistics makes such election, and if Ease Logistics elects to consummate the transaction, the Closing Date will be adjusted accordingly.

14. Covenants of the City. Between the Effective Date and the Closing Date, the City will with respect to the Parcel:

- a. not, without first obtaining the written consent of Ease Logistics (which consent may be given or withheld in its sole and absolute discretion), promote, solicit, entertain or negotiate with respect to any offers for the sale of, or enter into any contracts, leases or other agreements pertaining to, the Parcel or any portion thereof; and
- b. comply with all laws, ordinances, regulations and restrictions affecting the Parcel or any portion thereof (including, without limitation, the use thereof); and
- c. comply with the terms of all mortgages, liens, pledges, leases, licenses, easements and other similar encumbrances affecting the Parcel or any portion thereof; and
- d. not create or permit to be created any mortgage (or amendment to any existing mortgage), lien, pledge, lease, license, easement or other similar encumbrance in any way affecting the Parcel or any portion thereof; and

- e. not knowingly permit the physical condition of the Parcel, or any portion thereof, to change materially from the physical condition thereof as of the Due Diligence Date; AND
- f. not knowingly permit (i) the Parcel, or any portion thereof, to be used for the treatment, transportation, storage, handling or disposal of any Hazardous Materials, (ii) the Parcel, or any portion thereof, to appear on any federal or state registry of inactive hazardous waste site, or (iii) any notice or claim to be made by the federal or any state government concerning the release or alleged release of Hazardous Materials at the Parcel, or any portion thereof; and
- g. comply with all requirements of the Title Company in connection with its insurance hereunder.

15. Notices. Any notice or other communication in connection with this Agreement will be in writing and will be sent by United States certified mail, return receipt requested, postage prepaid, by a nationally recognized overnight courier guaranteeing next day delivery, by electronic transmission, or by personal delivery, properly addressed as follows:

If to Ease Logistics: Ease Logistics Services, LLC

Attention: Peter Coratola Jr.

E-Mail: pcoratola@easelogistics.com

with a copy to:

Attention:

E-Mail:

If to City:

City of Dublin

5200 Emerald Parkway

Dublin, Ohio 43017

Attention: Dana McDaniel, City Manager

E-Mail: dmcdaniel@dublin.oh.us

and with a copy to:

Frost Brown Todd LLC

Suite 2300

10 West Broad Street

Columbus, Ohio 43215

Attention: Jennifer Readler, Law Director

E-Mail: jreadler@fbtlaw.com

All notices will be deemed given, delivered and received three business days following deposit in the United States mail with respect to certified or registered letters, one business day following deposit if delivered to an overnight courier guaranteeing next day delivery, and on the same day if sent by personal delivery or by electronic transmission (with proof of transmission). Attorneys for each Party will be authorized to give notices for each such Party. Any Party may change its address for the service of notice by giving written notice of such change to the other Party, in any manner above specified.

16. Miscellaneous.

- a. Governing Law. This Agreement is being executed and delivered in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio.
- b. Counterpart; Electronic Transmission. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Agreement, the Parties may execute and deliver counterparts hereof (or counterparts of the signature page or pages hereof) by facsimile or electronic transmission, and such facsimile or electronically transmitted counterparts will be binding and enforceable to the same extent as originals thereof.
- c. Section Headings. The Section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
- d. Entire Agreement; No Waiver. This written Agreement constitutes the entire agreement between the Parties and supersedes any prior oral or written agreements between the Parties. There are no verbal agreements that can or will modify this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the Parties.
- e. Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.
- f. Severability. The unenforceability or invalidity of any provisions hereof will not render any other provisions herein contained unenforceable or invalid.
- g. Assignment. Neither party may assign this Agreement or any of its rights hereunder without the other Party's prior written consent, which may be withheld, conditioned or delayed in such other Party's sole and absolute discretion.
- h. Brokers. Each Party represents and warrants that they have not dealt with any real estate broker or realtor in connection with the sale of the Premises, and that no realtor's

or finder's fees, brokerage commissions, or other forms of compensation are due to any realtor or broker in connection with this transaction.

- i. Binding Nature. This Agreement will be binding upon and inure to the benefit of the Parties, and their respective successors and permitted assigns.
- j. Time of Essence. Time is of the essence of this Agreement.

[Signatures on following page]

In witness whereof, the Parties hereto have caused this Agreement to be executed and delivered the day and the date first above written.

Ease Logistics:

Ease Logistics Services, LLC, an Ohio
limited liability company

By: _____

Name: _____

Its: _____

Date: _____, 2021

City:

City of Dublin, Ohio,
an Ohio municipal corporation

By: _____

Name: Dana McDaniel

Its: City Manager

Date: _____, 2021

APPROVAL AS TO FORM:

By: _____

Name: Jennifer D. Readler

Its: City Attorney

Exhibit A -- Legal Description of Parcel

0127206.0607984 4818-0139-9772v2