

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO

RESOLUTION NO. 15-R-38

A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A PURCHASE AND SALE AGREEMENT, INCENTIVE AGREEMENT AND OTHER RELATED DOCUMENTS IN CONNECTION WITH THE PROPOSED OHIO MEDICAL TRANSPORT PROJECT LOCATED IN THE STONEQUARRY CROSSINGS DEVELOPMENT

WHEREAS, City staff has been negotiating with RC1 Holdings, LLC for the purchase sale of certain land in Stonequarry Crossing being approximately 3 acres west of the existing MAC property, as more particularly described in the purchase agreement attached as Exhibit A, (the "Property") for the development of a business known as Ohio Medical Transport; and

WHEREAS, the proposed purchaser is interested in entering into a formal purchase and sale agreement for the Property, which may include an option on an additional 2 acres; and

WHEREAS, the purchaser understands that Property currently does not have access to a public road but will once Fieldstone Way is extended; and

WHEREAS, The City, has determined that offering certain incentives to RC1 Holdings as set forth herein is an exercise of the City's home rule powers as a charter community in accord with Article XVIII, Section 3 & 8 of the Ohio Constitution; and

WHEREAS, the City has determined that offering the incentives to RC1 Holdings as set forth herein is a valid public purpose, in that it will, among other things, create or preserve jobs and employment opportunities and improve the economic welfare of the City and State of Ohio; and

WHEREAS, City is willing to provided incentives to RC1 Holdings, as set forth herein provided RC1 Holdings and/or Ohio Medical Transport (or an approved related entity) locates within the City and maintains an agreed upon level of income tax; and

WHEREAS, the Council of the City of Vandalia has determined that it is in the best interest of the City to enter into a purchase agreement and incentive agreement with the proposed purchaser and execute other agreements and applications related to the development of the Property;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VANDALIA, MONTGOMERY COUNTY, OHIO THAT:

Section 1. The City Manager is hereby authorized to finalize negotiations for the sale of 3 +/- acres of land, including a possible 2 acre option, and to execute a Purchase and Sale Agreement substantially upon the terms and conditions set forth in the proposed Purchase and Sale Agreement, a copy of which is attached hereto as Exhibit A.

Section 2. The City Manager is further authorized to take all reasonable and necessary action, and sign all necessary documents required to consummate the sale of such land as are not adverse to the interests of the City and to grant reasonable temporary easements over City property if the City Manager deems such easement is reasonable, necessary and proper for ingress and egress to the Property until access is provided from Fieldstone Way.

Section 3. The City Manager is hereby authorized to enter into an Incentive Agreement substantially upon the terms and conditions set forth in the proposed agreement, a copy of which is attached hereto as Exhibit B to apply for an ED/GE grant relating to the Ohio Medical Transport project as set forth in the Incentive Agreement.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were taken in meetings open to the public and in conformance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5. This legislation shall take effect at the earliest time allowed by law.

Passed this 4th day of May, 2015.

APPROVED:

Arlene J. Setzer, Mayor

ATTEST:

Jon Crusey
Clerk of Council

EXHIBIT A

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into this 5th day of May 2015, ("Effective Date") by and between **RC1 HOLDINGS LLC**, an Ohio limited liability company ("Purchaser"), and **CITY OF VANDALIA, OHIO**, an Ohio municipal corporation ("City").

WHEREAS, the parties desire to enter into this Purchase Agreement for the purchase of 3 acres +/- of the land in Stonequarry Crossing, located generally as set forth on the attached Exhibit A which is incorporated herein by this reference (the "Property");

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, City agrees to sell and Purchaser agrees to purchase the Property in accordance with the terms of this Agreement:

1. Transfer of Property. Subject to the provisions of this Agreement, City shall sell and Purchaser shall buy the Property set forth on the Attached Exhibit A.

2. Purchase Price. The purchase price of the Property which shall be paid via certified funds or wire transfer in US Dollars at Closing shall be One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00) (the "Purchase Price").

3. Survey/Plat of Property. A full legal description of the Property shall be determined by a survey and/or Plat which description shall be used in the Deed. Purchaser may, at Purchaser's sole cost, prepare or have prepared a survey of the Property prepared by a surveyor licensed in Ohio. The legal description in such survey shall be subject to approval by the City and Montgomery County. If the Property is not platted by the date of Closing, the legal description in the survey shall be used and Purchaser agrees to cause the Property as described in the survey, to be platted and the plat recorded with Montgomery Ohio Recorders Office within 60 days after the Closing, all at Purchaser's sole cost and expense. The obligations of Purchaser in this paragraph shall survive the Closing.

4. Reservation of Easement Purchaser and City acknowledge and agree that an easement for ingress and egress between the 5.5 acres immediately north of the Property and Fieldstone Way may need to be created if an existing option held by a third party on the 5.5 acres is not exercised by the date of the Closing. The location of such easement shall be along the eastern property line of the Property or such other location as mutually agreed upon by the parties.

5. Road and Utilities. The parties acknowledge that, as of the date of this Agreement, the Property does not have access to any public road. The City agrees that it shall cause to be constructed an extension of Fieldstone Way as necessary to provide public road access to the Property. City acknowledges and agrees that extension of Fieldstone Way shall also include extending the water main along the south side of Fieldstone Way and sanitary sewer, along the north side of Fieldstone Way. The extension of Fieldstone Way and the water and sewer shall be done at City's cost. The parties acknowledge that the extension may not be completed by the time of the Closing. City shall use its best efforts to assist Purchaser in obtaining reasonably required temporary easements for access to the Property until such time as the road access is extended and accepted by the City as a public right of way.

6. Planned Unit Development. The Property is zoned with a Planned Unit Development ("PUD") overlay. Purchaser shall construct or cause to be constructed improvements on the Property in accordance with the Stonequarry Crossings Design Standards.

7. Closing. The purchase/sale shall close at a time and place within Montgomery County Ohio that is mutually agreed upon by the parties (the "Closing"). The Closing date shall be the later of (i) satisfaction of the contingencies set forth in Section 10 or (ii) ____ (__) days after the Effective Date (the "Closing Date"). At the Closing, City shall deliver a general warranty deed (the "Deed") conveying to Purchaser good and marketable fee simple title to the Property, free and clear of all liens and encumbrances (except legal highways, real estate taxes and assessments not then due and payable, zoning, building and other laws, codes and ordinances, and the "Permitted Exceptions" as hereinafter defined), fully executed and in recordable form.

8. Closing Costs. Purchaser will pay for any title search, commitment and title insurance policy premium for Purchaser, the recording charges for the Deed and any closing costs charged by Purchaser's title company. City will pay all costs of obtaining and recording any releases of liens or other encumbrances on the Property required to be released hereunder and any transfer tax, conveyance fee or similar charge of Montgomery County, Ohio in connection with the sale of the Property.

9. Tax Proration. The real property taxes and any annual installments of assessments, both general and special, with respect to the Property shall be prorated between City and Purchaser as of the Closing in accordance with the "short proration" method as is the custom of Montgomery County, Ohio. City shall pay its proration of taxes and assessments to Purchaser as credit to Purchaser at the Closing. City shall pay any and all tax recoupment on the conversion of the Property to a non-agricultural use as assessed per the Ohio Revised Code. If at the time of Closing, the Property is not separately assessed as a separate tax parcel, the real estate taxes and assessments shall be prorated (using the "short proration" method) on an acreage basis as mutually agreed by the parties.

10. Purchaser's Contingency: Purchaser's obligation to close on the purchase of the Property is contingent on the following:

- (a) Purchaser's satisfaction, in Purchaser's sole discretion, that the Property is suitable for Purchaser's intended use; and
- (b) Purchaser obtaining necessary zoning approval in order to allow Purchaser's intended use of the Property; and
- (c) Such financing as Purchaser may require, in its sole discretion, to provide funds necessary for the purchase and development of the Property; and
- (d) City obtaining all necessary financing and approvals necessary for the construction of the extension of Fieldstone Way.

11. Right of Entry/Inspections/Property Condition. At all times prior to the Closing, Purchaser, its agents, employees, contractors and representatives, shall have the right, at reasonable times so as not to unreasonably interfere with City's use of the Property, or construction of the road extension, to enter upon the Property for the purposes of conducting tests and inspections to determine the suitability of the Property for Purchaser's use of the Property, including without limitation investigations, studies and inspections related to soil conditions, water, sanitary sewer, storm sewer, road conditions, ingress/egress, traffic, natural gas, storm drainage,

electricity, subdivision, zoning, feasibility and environmental conditions and to conduct a title examination of the Property ("Purchaser's Studies"). City agrees to cooperate fully with Purchaser in such investigations and reviews, at no cost to City, and to make available to Purchaser and Purchaser's representatives, agents, employees and contractors all documents and other data reasonably necessary to enable Purchaser to fully evaluate the Property, its physical condition and operations. If Purchaser proceeds with the Closing, it shall conclusively be deemed to have waived all objections and accepted the Property in its "AS IS" condition. The right of access granted hereby shall in no way be construed as giving Purchaser exclusive possession of, or any legal or equitable title to, the Property prior to the Closing. Purchaser shall defend, indemnify and save harmless City from any and all claims, losses, damages and expenses arising from the entry onto the Property by Purchaser, its agents, employees, contractors and representatives.

12. Title Contingency. Purchaser may obtain, at its sole cost and expense, a title insurance commitment (the "Commitment") and Title Policy and endorsements insuring fee simple title to the Property to Purchaser in the total amount of the Purchase Price, subject only to (a) the lien for real estate taxes not yet due and payable; (b) exceptions approved in writing by Purchaser; and/or (c) such liens as are to be released and discharged at the Closing (the "Permitted Exceptions"). Purchaser shall notify City in writing of any defects in title no later than thirty (30) days after the execution of this Agreement by both parties. City shall then have twenty (20) days after receipt of such notice in which to cure such defects and furnish to Purchaser satisfactory proof that such defects have been cured. City agrees to use its best efforts to cure such defects. If City fails or is unable to cure such title defects within such twenty (20) day period, Purchaser shall have the option, in its sole discretion, to (i) proceed with Closing of this transaction subject to such title defects, or (ii) terminate this Agreement. Notwithstanding the foregoing, Purchaser shall have the right to object to any new title exceptions which are identified between the date the title commitment is originally issued and the Closing Date.

13. CRA Tax Abatement and ED/GE. The City agrees to file the necessary paperwork required from the City after completion of improvements on the Property as may be required for Purchaser to obtain a 15 year 100% tax abatement on the improvements to the real estate through the Community Reinvestment Area statute. The City further agrees to make an application to Montgomery County on behalf of Purchaser for Economic Development/Government Equity (ED/GE) funds, both pursuant to a separate Incentive Agreement to be executed by the parties and Ohio Medical Transport. The obligations of City in this paragraph shall survive the Closing.

14. Representations and Warranties. City represents and warrants that: (a) City is the record owner of the Property, (b) there are no outstanding contracts or options for sale of the Property, (c) any Closing on the Property as contemplated herein does not violate the terms of any agreement, covenant or indenture to which City is a party or to which the Property is subject, (e) to the best of City's knowledge and belief, the Property has never been used as a landfill, disposal site, or location for the generation of any hazardous, toxic or dangerous waste, substance or materials, and (f) to the best of City's knowledge and belief, that there are no underground storage tanks, as defined in 42 U.S.C. 6991, 9001 of the Resource Conservation and Recovery Act (RCRA), located in or about the Property.

15. Assignment and Succession. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the respective parties. This Agreement may not be assigned by Purchaser without the written consent of City which consent shall not be unreasonably withheld or delayed.

16. Notice. Any notice or other writing required or permitted to be given to a party to this Agreement shall be deemed given to the party under this Agreement when mailed by United States certified mail, postage prepaid, return receipt requested, or sent via overnight carrier, to the following addresses:

TO PURCHASER

RC1 Holdings, LLC

TO CITY

Jon Crusey
City Manager
City of Vandalia
333 James R. Bohanan Memorial Dr.
Vandalia, Ohio 45377

cc: Gerald L. McDonald, Esq.
Pickrel, Schaeffer & Ebeling Co., L.P.A.
2700 Kettering Tower
Dayton, Ohio 45402-2700

17. Real Estate Commission. Each party hereby represents and warrants to the other party that it has not dealt with any real estate broker or salesperson in connection with this sale and purchase of the Property, other than Beau Nimer, Bruns Realty Group, who represent Purchaser ("Purchaser's Broker") nor has it taken any other actions which could give rise to a claim for a commission in connection with the transaction. Purchaser shall be solely responsible to pay Purchaser's Broker a commission pursuant to a separate agreement between Purchaser and Purchaser's Broker. Each party agrees to defend, indemnify and hold harmless the other party hereunder harmless from any and all losses, costs, damages, liabilities and expenses resulting from a breach of the indemnifying party of the foregoing representations. Such indemnification shall survive the Closing

18. Option to Purchase. For One (1) year after the Closing date (the "Option Period"), Purchaser shall have the option (the "Option") to purchase an additional 2 acres of land immediately adjacent to the western boundary of the Property (the "Option Property") from the Seller for Eighty Thousand Dollars (\$80,000.00) (the "Option Price"). The Purchaser shall pay to Seller \$1.00 at the Closing in consideration for the grant of this Option. The Purchaser may exercise its Option at any time during the Option Period by giving written notice to Seller in accordance with this Agreement. The Closing (the "Option Closing") shall occur on a date and time mutually agreed to by the Parties within thirty days after exercise of the Option. At the Option Closing, the Seller shall transfer good and marketable title to the Purchaser by general warranty deed in the same manner as provided in paragraph 2 above. Purchaser shall be responsible for any survey and for platting the Option Property in the same manner as provide in paragraph 5 above. Tax pro-rations, title matters, representations and warranties, and costs and expenses of closing on the Option Property shall be governed by the same terms and conditions applicable to Property as provided herein.

19. Miscellaneous. This Agreement constitutes the entire agreement between City and Purchaser with respect to the Option and no change in this Agreement may be made except by an agreement in writing signed by the party against whom enforcement of any change is sought. Time is of the essence of this Agreement and this Agreement shall be construed under the laws of the State of Ohio. There are no third party beneficiaries to this Agreement. Paragraph headings are for convenience only and shall not be used to construe or interpret this Agreement. In the event that

any of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby. The parties have had the opportunity to have this Agreement reviewed by legal counsel of their choosing. This Agreement was the product of negotiations between the parties and the parties agree that no provision or provisions herein shall be construed against any one party by virtue of the authorship of such provision. The parties acknowledge that signatures on this Agreement may be delivered by facsimile in lieu of an original signature, and the parties agree to treat such signatures as original signatures and shall be bound thereby.

20. City Contingency. This Agreement shall not become effective and shall not be binding on either party hereto until such time as the Vandalia City Council has approved this Agreement. All financial obligations of the City under this Agreement are contingent upon the appropriation, budgeting, and availability of specific funds to discharge such obligations.

RC1 HOLDINGS, LLC.
an Ohio limited liability company

CITY OF VANDALIA, OHIO,
an Ohio municipal corporation

Its:

Jon Crusey
Its: City Manager

EXHIBIT B

INCENTIVE AGREEMENT

This Agreement ("Agreement") is made and entered into effective _____, 2015 by and between the **CITY OF VANDALIA, OHIO**, ("City"), **RC1 HOLDINGS LLC**, an Ohio limited liability company, ("RC1") and **OHIO MEDICAL TRANSPORT, LLC**, an Ohio limited liability company, ("OMT")

WHEREAS, the City has determined, that it is in the best interest of the City for the City to participate in and offer certain incentives to RC1; and

WHEREAS, RC1 and OMT and commonly controlled or related entities and RC1 will acquire and own certain property in the City of Vandalia and OMT will operate a business on the land owned by RC1; and

WHEREAS, The City, has determined that offering certain incentives to RC1 as set forth herein is an exercise of the City's home rule powers as a charter community in accord with Article XVIII, Section 3 & 8 of the Ohio Constitution; and

WHEREAS, the City has determined that offering the incentives to RC1 as set forth herein is a valid public purpose, in that it will, among other things, create or preserve jobs and employment opportunities and improve the economic welfare of the City and State of Ohio; and

WHEREAS, City is willing to provided incentives to RC1, as set forth herein provided Ohio Medical Transport, RC1 (or an approved related entity) locates within the City and maintains an agreed upon level of income; and

WHEREAS, the City Council of the City of Vandalia, Ohio by Resolution No. 2015-R-____ dated May 4, 2015 authorized the City Manager to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties herein agree as follows:

1. **RC1 and OMT Obligations.**

a. Subject to the terms of a Real Estate Purchase and Sale Agreement between the City and RC1, dated _____, 2015, (the "Real Estate Agreement"), RC1 shall purchase from the City approximately 3+/- acres in the Stonequarry Crossing development area (the "Property") for the purpose of constructing a facility to be used and operated by OMT (the "Project")

b. RC1 shall invest approximately \$1,000,000 in improvements to the Property with occupancy of such location by OMT occurring on or about December 16,, 2015.

c. OMT shall use its commercially reasonable best efforts to transfer approximately 45 fulltime employees to the Project Site in 2015 and increase that number of employees at the Project Site by approximately 30 additional employees by 2019.

d. OMT shall use its commercially reasonable best efforts to maintain an average minimum payroll of One Million Eighty Thousand Dollars (\$1,080,000) per year, for a minimum of three (3) calendar years commencing in 2016 increasing such amount to \$1,830,000 by 2019.

e. OMT shall provide to City any payroll withholdings and corporate profit information required by the City to evaluate OMT's compliance with this Agreement. OMT authorizes the Superintendent of Taxation of the City of Vandalia, to provide the City Manager, or his designee, with the tax information necessary to evaluate OMT's compliance with this agreement and such disclosure shall not be a violation of the confidentiality provisions in the Vandalia Code section 880.09 or similar provisions under local, State or Federal law. To the fullest extent permitted by law, the City Manager, or his designee, will treat any such information provided by OMT as confidential.

2. **City's Obligations.** Subject to the terms and conditions of the Real Estate Agreement and this Agreement, City shall:

a. Make an application to Montgomery County on behalf of RC1 and/or OMT for Economic Development/Government Equity (ED/GE) funds. These funds will be used to help offset costs related to the Project.

b. Keep the Property within an established Community Reinvestment Area for so long OMT/RC1 are not in default of this Agreement and assist RC1 in obtaining a 15 year, 100% Community Reinvestment Area (CRA) tax abatement on the increased value of the Project Site after the completion of the Project.

3. **Payments in Lieu of Taxes.** The parties acknowledge and agree that section 5709.82 of the Ohio Revised Code may apply with respect to the CRA tax abatement. RC1 agrees that to the extent the City is required to compensate the school district in the amount and manner prescribed by 5709.82 (D) of the Ohio Revised Code, and makes such compensation payments, that RC1 shall reimburse the City for such payments made by the City. When City makes such payment, it shall promptly thereafter provide notice and proof of such payment to RC1. RC1 shall reimburse the City within 30 days of such notice. If any payment is subsequently amended or adjusted as between the City and school district, a corresponding adjustment shall be made with the subsequent payment between the City and RC1. Nothing herein shall require the City to negotiate an agreement with the school district.

4. **Taxes.**

a. RC1 warrants and represents that at the time this agreement is executed, RC1 does not owe any delinquent taxes to the City, or any taxing authority of the State of Ohio, or, if such delinquent taxes are owed, RC1 currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof. For the purposes of this Agreement, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

b. RC1 shall pay all such taxes that it is legally required to pay and shall timely file all tax reports and returns as required by law. If RC1 fails to pay such taxes or file such returns and reports, any Incentive granted hereunder may be suspended until such time that RC1 has paid such taxes or filed such returns and reports. Provided however, if RC1 has not filed such returns or paid such taxes, and has not filed a protest, contest or appeal with the appropriate tax authority with respect to such taxes, within one (1) year of the due date, this Agreement may be terminated by City in which case RC1 will no longer receive any unpaid incentive benefits and the City may remove the Property from the CRA.

5. **Location Identification.** OMT agrees to make a good-faith effort in all its communications to identify that OMT's facility is located in Vandalia, Ohio. Communication may include signage, promotional literature, and stationery.

6. **Default.** If RC1 or OMT materially fails to fulfill its obligations hereunder and thereafter does not cure such failure within thirty (30) days after receipt of a written notice identifying such failure, it shall be in default. Provided, however, if the nature of such failure is that it cannot reasonably be cured within such thirty (30) day period, such matter shall not constitute a default so long as RC1 commences to cure such default within said thirty (30) day period and thereafter diligently and continuously undertakes to complete the same. If RC1 fails to cure any default within the applicable cure period, or if OMT ceases to do business at the Project Site, then City may terminate this Agreement. RC1 affirmatively covenants that it has not knowingly made any material false statements to City in the process of obtaining approval for the incentives granted herein. If any representative of RC1 has knowingly made any material false statement(s) to City, RC1 shall be required to immediately return all incentive payments received under this Agreement and shall be ineligible for any future economic development assistance from City. In the event the City properly terminates this Agreement under this Section, any CRA real property tax abatement granted to RC1 for periods occurring subsequent to such termination shall be terminated.

7. **Audit.** RC1 acknowledges that it is receiving public funds and documentation of the use of such funds may be subject to audit by the County Auditor or the State Auditor or their representatives which may result from any audits that City receives. RC1 shall reasonably cooperate with such audits provided that such audits are limited to a review of RC1's compliance with the terms of this Agreement.

8. **No Discrimination.** RC1 and OMT agree not to discriminate against employees or applicants for employment by reason of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth.

9. **Amendment.** This agreement may only be amended by the written mutual consent of both parties.

10. **Assignment.** This agreement is not transferable or assignable without the express, written approval of the City unless to a related entity or a successor by sale or merger in which case written approval by the City will not be required, provided the assignee will conduct the same business at the Project and will expressly assume all obligations hereunder and provide any and all authorization and information that may be required as described in section 1(d) above. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their

respective successors and assigns.

11. **Law/Severability.** The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Ohio. If any term or provision of this Agreement or the application thereof to any person or circumstance 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 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 enforceable to the fullest extent permitted by law.

10. **Miscellaneous.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement of any of the provisions thereof. The failure by any party to exercise any of its rights hereunder or to enforce any of the terms or conditions of this Agreement on any occasion shall not constitute or be deemed a waiver of that party's rights thereafter to exercise any rights hereunder or to enforce each and every term and condition of this Agreement. The parties agree to execute and deliver such additional documents and to perform such additional acts as may become reasonably necessary to effectuate the intent of this Agreement. The parties acknowledge that signatures on this Agreement of the parties may be delivered by facsimile in lieu of an original signature, and the parties agree to treat such signatures as original signatures and shall be bound thereby. None of the terms, conditions or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto.

THE CITY OF VANDALIA

By: Jon Crusey
Its City Manager
Dated: _____

RC1 HOLDINGS, LLC

By:
Its
Dated: _____

OHIO MEDICAL TRANSPORT, LLC

By:
Its
Dated: _____