

**CITY OF COLUMBUS
COMMUNITY REINVESTMENT AREA AGREEMENT
MIXED INCOME RESIDENTIAL DEVELOPMENTS**

[Insert Grantee names here in lower case]

This Agreement (the “**AGREEMENT**”) made and entered into by and between the City of Columbus, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter, with its main offices located at 90 West Broad Street, Columbus, Ohio 43215 (hereinafter “**CITY**”) and *[name of development entity that is entering the agreement]* with its main offices located at *[address]* (hereinafter referred to as the “**DEVELOPER**”).

(Note: All businesses, entities, and/or individuals required to make an investment, to create affordable housing, or to receive a tax benefit as part of this project must be identified and be a party to this agreement.)

WITNESSETH THAT:

WHEREAS, the **CITY** has determined to establish policies, procedures, and conditions for the provision of certain tax incentives to foster investment and development of affordable housing in mixed-use, mixed-income neighborhoods throughout the City; and to encourage investment in market-rate and affordable housing in areas and neighborhoods throughout the City that are experiencing distress; and

WHEREAS, the **CITY** has divided the **CITY**’s existing post-1994 Community Reinvestment Areas into three categories: Market Ready; Ready for Revitalization; and Ready for Opportunity; and

WHEREAS, by passage of *[affordable housing incentive policy ordinance number]*, **CITY COUNCIL** has adopted the incentive policy recommendations of the Director of Development of the City of Columbus providing for designation of Market Ready, Ready for Revitalization, and Ready for Opportunity categories and providing targeted real property tax abatement incentives based upon those area designations, and creating Chapter 4565 of the Columbus City Codes; and

WHEREAS, effective *[insert effective date of legislation]*, the **CITY COUNCIL** adopted legislation creating the *[insert name of applicable Community Reinvestment Area]*; and

WHEREAS, effective *[insert effective date of area confirmation]*, the Director of the Ohio Development Services Agency determined that the aforementioned area designated by **COUNCIL** contained the characteristics set forth in Ohio Revised Code Section 3735.66 and confirmed that area as a “Community Reinvestment Area” pursuant to said Chapter 3735; and

WHEREAS, [applicable individual CRA-amendment ordinance number] amended the terms of the [insert name of applicable CRA] to incorporate the affordable housing incentive policies adopted by [affordable housing incentive policy ordinance number]; and

WHEREAS, the **DEVELOPER** is desirous of constructing a new [#] square foot mixed income residential development at [address of development] in a [insert Market Ready/Ready for Revitalization category]-designated Community Reinvestment Area (hereinafter referred to as the “**PROJECT**”), provided that the appropriate development incentives are available to support the economic viability of the **PROJECT**; and

WHEREAS, the **CITY**, having the appropriate authority for the **PROJECT**, is desirous of providing the **DEVELOPER** with incentives available for the development of the **PROJECT** in the aforementioned Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the **DEVELOPER** has submitted to the **CITY** a proposed agreement application (“**APPLICATION**”), which is attached hereto as Exhibit A; and

WHEREAS, the **DEVELOPER** has remitted the required application fee of \$___ made payable to the **CITY** with the **APPLICATION** to be forwarded with this **AGREEMENT**; and

WHEREAS, the Director of the Department of Development of the **CITY** has investigated the **APPLICATION** of the **DEVELOPER** and has recommended the same to **COUNCIL** on the basis that the **DEVELOPER**’s application meets the requirements of Chapter 4565 of the Columbus City Codes; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. **Project Site.** The **DEVELOPER** proposes to construct a new [#] square foot mixed-income residential development comprising four (4) or more housing units at [street address], on Parcel [parcel number] (“**PROJECT SITE**”). The **PROJECT SITE** is located within the [name of Community Reinvestment Area where the site is] (“Site CRA”).
2. **Project Investment.** The **PROJECT** will involve an estimated total investment by the **DEVELOPER** of [insert dollar amount] at the **PROJECT SITE** including [insert dollar amount] for new construction, [insert dollar amount] for fees and other costs related to real property improvements and [insert dollar amount] for land acquisition.
3. **Project Schedule.** The **PROJECT** is estimated to begin [insert Month/Day/Year] and all acquisition, construction and installation is estimated to be completed by [insert Month/Day/Year].
4. **Affordable Housing.** The **DEVELOPER** shall provide [number] of affordable housing units for occupants with annual household incomes up to 80% of area median income (AMI), and

[number] of affordable housing units for occupants with annual household incomes up to 100% of AMI, and comply with all applicable provisions set forth in Chapter 4565 of the Columbus City Codes and all guidelines in the [official name of CRA guidelines and procedures] as set forth by the **CITY** Director of Development (“**DIRECTOR**”) and adopted by Council. The **DEVELOPER** agrees that:

- A. Affordable housing units shall be dispersed throughout the **PROJECT** and shall be comparable to the design of market-rate units within the **PROJECT** in terms of appearance, materials, and finished quality.
- B. Throughout the term of an abatement, the affordable housing units provided in the **PROJECT** may be located in different physical units over time (affordable housing units may “float” through the **PROJECT** over time).
- C. Affordable housing units shall be constructed within a similar timeline as market-rate units within the **PROJECT**.
- D. Affordable housing units shall be provided access to amenities and recreational facilities within the **PROJECT** on equal terms to market-rate housing units.
- E. Affordable housing units shall be rented or sold only to qualified persons whose annual household income is up to eighty percent (80%) AMI or up to one hundred percent (100%) AMI for the family size for which the housing unit was designed.
- F. To qualify as an affordable housing unit, the housing unit must be occupied as the principal residence of the occupant or occupants.
- G. Any fee charged by the **DEVELOPER** to the prospective tenant or purchaser of an affordable housing unit must be a usual, customary transaction fee normally incurred in a residential transaction. The **DIRECTOR** may establish a range of fees that are presumptively usual and customary in such transactions.

5. **Owner Occupied Affordable Housing Units.** The **DEVELOPER** agrees that all owner-occupied units that will be credited as affordable housing units shall remain affordable for the duration of any abatement provided for the unit under this Code. If the **PROJECT** includes a condominium association or homeowners’ association, the condominium association or homeowners’ association is a successor in interest to the **DEVELOPER** and shall also be deemed a party to this agreement. The **DEVELOPER** also agrees:

- A. The initial sale price of an affordable housing unit that is to be owner-occupied shall be determined such that the annual costs of ownership, assuming a thirty-year fixed rate mortgage and down payment of three percent (3%), will result in the unit being an affordable housing unit as defined in the Code.
- B. Any resale of owner-occupied affordable housing that shall occur during the term of the abatement shall comply with the rules established by adopted by the **DIRECTOR**; if an owner-occupied housing unit is transferred to a transferee with household income exceeding one hundred percent (100%) AMI, the abatement for that unit shall cease.
- C. The **DEVELOPER** or (if the **DEVELOPER** has divested its ownership or control of the **PROJECT**) the condominium association or homeowners’ association, shall be responsible for reporting to the Director the number of affordable housing units in the **PROJECT** for the duration of the abatement period

6. **Tax Incentives.** The Director has confirmed the proposed **PROJECT** will be developed in a **[Market Ready/Ready for Revitalization]** Area and the **DEVELOPER** agrees to the following terms in order to obtain eligibility for the tax incentives:

A. The **PROJECT** shall be eligible for the incentive specified in division (B) of this Section if, for the duration of the incentive, ten percent (10%) of the housing units in the **PROJECT** are affordable housing units rented or sold to occupants with household income up to eighty percent (80%) AMI, and an additional ten percent (10%) of the housing units in the **PROJECT** are affordable housing units rented or sold to occupants with household income up to one hundred percent (100%) AMI.

i. The **DEVELOPER** may receive credits equal to one (1) affordable housing unit for each of the following:

a. For every one million dollars (\$1,000,000.00) of environmental remediation expenses associated with the **PROJECT**;

b. For every twenty-five thousand (25,000) square feet of Class A office space constructed as part of an affiliated commercial development or rehabilitation within the area. The **DIRECTOR** may establish rules defining what is an affiliated commercial development or rehabilitation.

c. *[For Ready for Revitalization Area Projects Only]* For a one-time payment of two thousand, five hundred dollars (\$2,500.00) to a local community development corporation (CDC) to support affordable housing in the City of Columbus.

1. The **DEVELOPER** shall provide the **DIRECTOR** with proof of remitting the payments required by this division within ten (10) days of tendering the payment.

2. If the **DEVELOPER** fails to remit the payment required by this division by *[due date of payment]*, the **DEVELOPER** shall be in default under the agreement. The **DIRECTOR** shall have cause to take such action as necessary to cause the abatement to cease and return the property to fully taxable status. If the **DIRECTOR** permits late payment to be made, the **DIRECTOR** may impose a penalty of five hundred dollars (\$500.00) for each month or portion of a month that the payment is late. The penalty shall be paid to the Affordable Housing Trust.

d. *[For Ready for Revitalization Area Projects Only]* If the **PROJECT** is being completed in partnership with a local CDC or the Columbus Next Generation Corporation, then the affordable housing units requirement shall not apply. The **DIRECTOR** shall formulate criteria to evaluate whether an arrangement between the **DEVELOPER** and the CDC or Columbus Next Generation Corporation is a qualifying partnership under this division.

- ii. If the **PROJECT** is a rehabilitation of a property listed on the Columbus Register of Historic Properties, then the affordable housing unit requirements shall not apply.
- iii. *[For Market-Ready Area Projects Only]* The **DEVELOPER** may make an annual payment for the duration of the incentive in lieu of providing affordable housing units; the annual payment shall equal one hundred twenty-five percent (125%) of the difference between the annual market-rate rent charged for the least-expensive units comprising one-fifth of the total market-rate units within the development, and the annual rents that would have been collected on those units if they were affordable housing units.

For example: A development has 100 housing units. Twenty of the units rent for \$500 per month, and the other 80 units rent for \$600 per month. If the units were affordable housing units for households up to 80% of AMI, they would have to be rented for \$300 per month. If the units were affordable housing units for households up to 100% of AMI, they would have to be rented for \$400 per month. The annual payment in lieu would equal \$45,000.

$(\$500 \text{ per month} \times 12 \text{ months} = \$6,000 \text{ annual rent per unit for least-expensive units} \times 20 \text{ units} = \$120,000 \text{ annual rent for the least-expensive one fifth of units in the development.}$
 $\$400 \text{ per month} \times 12 \text{ months} = \$4,800 \text{ annual rent per unit if affordable to household up to 100\% AMI} \times 10 \text{ units} = \$48,000 \text{ annual rent if 10\% of units were affordable for households up to 100\% of AMI}$

$\$300 \text{ per month} \times 12 \text{ months} = \$3,600 \text{ annual rent per unit if affordable to household up to 80\% AMI} \times 10 \text{ units} = \$36,000 \text{ annual rent if 10\% of units were affordable for households up to 80\% of AMI}$

Total annual rent if one-fifth of housing units were required affordable housing units: $\$48,000 + \$36,000 = \$84,000$

Difference between annual market-rate rent charged for least-expensive one-fifth of units and annual rents that would have been collected for affordable housing units: $\$120,000 - \$84,000 = \$36,000 \times 125\% = \$45,000 \text{ annual payment in lieu).}$

The payment in lieu shall be made to the Affordable Housing Trust, to be used to support affordable housing within the City of Columbus.

- B. **PROJECTS** providing the affordable housing units required in division (A) of this Section, or receiving credits or paying a fee in lieu of providing such units as provided in division (A) of this Section, shall be eligible for abatement of property tax on one hundred percent (100%) of the increase in assessed value of the structure for a period of fifteen (15) years from the date of the project's receipt of its certificate of occupancy, or

an earlier date, if elected by the **DEVELOPER** with the **DIRECTOR**'s consent), [*For Market-Ready Areas Only*] provided that the **DEVELOPER** complies with the following condition of payment to the school district in which the project is located:

- i. For years eleven (11) through fifteen (15) of the abatement period, the owner shall, on or before March 1 of each year, remit payment to the treasurer of the board of education for the school district in which the property is located, in the following amounts:
 - a. Year 11: 15% of school district tax that would be due for that tax year on the assessed value of the structure but for the abatement;
 - b. Year 12: 30% of school district tax that would be due for that tax year on the assessed value of the structure but for the abatement;
 - c. Year 13: 45% of school district tax that would be due for that tax year on the assessed value of the structure but for the abatement;
 - d. Year 14: 60% of school district tax that would be due for that tax year on the assessed value of the structure but for the abatement;
 - e. Year 15: 75% of school district tax that would be due for that tax year on the assessed value of the structure but for the abatement.
- ii. The **DEVELOPER** shall provide the **DIRECTOR** with proof of remitting the payments required by this Section within ten (10) days of tendering the payment.
- iii. If the **DEVELOPER** fails to remit the payment required by this Section by March 1 of the applicable year, the **DEVELOPER** shall be in default under the agreement and the **DIRECTOR** shall have cause to take such action as necessary to cause the abatement to cease and return the **PROPERTY** to fully taxable status. If the **DIRECTOR** permits late payment to be made, the **DIRECTOR** may impose a penalty of one thousand dollars (\$1,000.00) for each month or portion of a month that the payment is late. The penalty shall be paid to the Affordable Housing Trust.

C. Default on Affordable Housing Unit Requirement

- i. If the number of affordable housing units rented or owned by persons whose household income is up to eighty percent (80%) AMI or one hundred percent (100%) AMI falls below the proportions prescribed by division (A) of this Section for a period of ninety (90) days, the owner must provide written notice of the shortfall to the **DIRECTOR** within ten (10) business days.

- ii. If the number of affordable housing units rented or owned by persons whose household income is up to eighty percent (80%) AMI or one hundred percent (100%) AMI remains below that prescribed in division (A) of this Section for a period of one hundred eighty (180) days, the **DEVELOPER** shall be responsible for making payment to the Affordable Housing Trust, in an amount determined by reference to the following table:

Affordable Housing Shortfall (by % below required number of units)	Required Payment to Affordable Housing Trust (by % of annual real property tax abated)
Up to 25%	20%
>25% up to 50%	40%
>50% up to 75%	65%
>75%	90%

[For Market-Ready Areas Only] If the payment required by this division is less than the what the annual fee-in-lieu would be under division (A)(iii) of this Section for the affordable housing unit shortfall, the **DEVELOPER** shall pay the fee in-lieu amount rather than the amount provided by this division.

- iii. If the number of affordable housing units rented or owned by persons whose household income is up to eighty percent (80%) AMI or one hundred percent (100%) AMI remains below fifty percent (50%) of that prescribed in division (A) of this Section for a period of two consecutive years, the **DIRECTOR** shall have cause to take such action as necessary to cause the abatement to cease and return the **PROPERTY** to fully taxable status. In the alternative, the **DEVELOPER** and the **DIRECTOR** may execute an addendum to the agreement by which the **DEVELOPER** agrees to pay the annual fee in-lieu for the affordable housing shortfall for the remaining duration of the abatement; provided, however, that the annual fee in-lieu shall equal not less than one hundred seventy-five percent (175%) of the difference between the annual market-rate rent charged for the least-expensive units comprising one-fifth of the total market-rate units within the development, and the annual rents that would have been collected on those units if they were affordable housing units.
- iv. The remedies provided for default herein are not intended, and shall not be so construed, to limit the **CITY**'s other remedies at law or in equity for breach of the **AGREEMENT**.

7. **Income and Asset Verification.** The **DEVELOPER** agrees to comply with all rules established by the **DIRECTOR** by which the annual household income of prospective tenants and purchasers of affordable housing units subject to Chapter 4565 shall be verified; the rules by which the asset holdings of prospective tenants and purchasers of affordable housing units subject to Chapter 4565 shall be verified; as well as a means of imputing income to these assets where appropriate under the rules. The **DEVELOPER** or (if the **DEVELOPER** has divested its ownership or control of the **PROJECT**) the condominium association or homeowners' association, or other successor in interest of the **DEVELOPER**, shall provide an annual report, in a form to be established by the **DIRECTOR**, attesting that it has verified that households

occupying affordable housing units in the **PROJECT** are qualifying households, and shall be subject to audit of the verification documentation by the **DIRECTOR**.

8. **Real Property Tax Exemption.** The **CITY** hereby grants **DEVELOPER** tax exemptions for real property improvements made to the **PROJECT SITE** pursuant to Section 3735.67 of the Ohio Revised Code and shall be in the following amounts:

<u>Years of Exemption</u>	<u>Tax Exemption Amount</u>
15	100%

The exemption commences the first year for which the real property improvements would first be taxable were that property not exempted from taxation.

9. **Tax Exemption Application.** Upon receipt of a written request from the **DEVELOPER**, the **CITY** shall undertake the necessary verifications and certifications required to effect and maintain the exemptions covered in the **AGREEMENT**.
10. **Processing and Monitoring Fees.** **DEVELOPER** shall pay to the **CITY** an initial fee of [\$_____] and shall be required to pay annually a [\$_____] monitoring fee. This monitoring fee must be submitted annually by **DEVELOPER** to the **CITY** for as long as the tax incentive agreement is in force.
11. **Payment of Non-Exempt Taxes.** The **DEVELOPER** shall pay such real property taxes as are not exempted under this **AGREEMENT** and are charged against such property and shall file all tax reports and returns as required by law. If the **DEVELOPER** fails to pay such taxes or file such returns and reports, all incentives granted under this **AGREEMENT** may be rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
12. **Cooperation of the City.** The **CITY** shall perform such acts as are necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this **AGREEMENT** including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
13. **Revocation of the CRA.** If for any reason the aforementioned Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the area, or the **CITY** revokes the designation of the area, entitlements granted under this **AGREEMENT** shall continue for the number of years specified under this **AGREEMENT**, unless the **DEVELOPER** materially fails to fulfill its obligations under this **AGREEMENT** and the **CITY** terminates or modifies exemptions from taxation granted under this **AGREEMENT**.
14. **Termination or Modification Upon Default.** If the **DEVELOPER** materially fails to fulfill its obligations under this **AGREEMENT**, other than with respect to the number of affordable housing units maintained under this **AGREEMENT**, or if the **CITY** determines that the

certification as to delinquent taxes required by this **AGREEMENT** is fraudulent, the **CITY** may modify the exemption from taxation granted under this **AGREEMENT** and shall require the repayment of some or all of the amount of taxes that would have been payable had the property not been exempted from taxation granted under this **AGREEMENT**.

15. **Certification as to No Delinquent Taxes.** The **DEVELOPER** hereby certifies that at the time this **AGREEMENT** is executed, it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and that it does not owe any delinquent taxes under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, the **DEVELOPER** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the **DEVELOPER**. For the purposes of this certification, 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.
16. **Covenant as to No Past Due Payments to the State.** The **DEVELOPER** affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
17. **Covenant as to No False Statements.** The **DEVELOPER** affirmatively covenants that no agent, managing member, principal or officer of a managing member, or officer or representative of **DEVELOPER** has made false statements to the State or the **CITY** or any other local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives for the **PROJECT**. If any person covered by the covenant in the previous sentence has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, the **DEVELOPER** shall be required to immediately return all benefits received under the **AGREEMENT** pursuant Ohio Revised Code Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency, or a political subdivision pursuant to Ohio Revised Code Section 9.66 (C)(1), including the **CITY**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
18. **Transfer and/or Assignment.** This **AGREEMENT** is not transferable or assignable without the express, written, approval of the **CITY**, except as provided in Section 5 of this **AGREEMENT**.
19. **Notices.** Any notice required or authorized to be given under this **AGREEMENT** shall be given in writing and delivered by U.S. mail or courier. Notices to the **CITY** shall be directed to the attention of the **DIRECTOR** at 111 North Front Street, 8th Floor, Columbus, Ohio

43215, or to such other address as provided by the **DIRECTOR** to the **DEVELOPER**. Notices to the **DEVELOPER** shall be directed to the **DEVELOPER** representative at the address set forth below, or to such other address as provided by the **DEVELOPER** to the **DIRECTOR**.

Notice to **DEVELOPER**

Name: _____

Street Address: _____

City, State, ZIP: _____

20. **Waiver of Certain Claims and Appeals.** The **DEVELOPER** hereby waives and releases any claim or claims for declaratory relief, and any other relief available at law or in equity, attacking the validity of Chapter 4565 of the Columbus City Codes, the legislation by which it was adopted, and any rules implementing the provisions of said Chapter. Further, **DEVELOPER** hereby waives its right of appeal, if any, to the community reinvestment area housing council under Section 3735.70 of the Ohio Revised Code, from any decision of the housing officer, **DIRECTOR**, or other **CITY** official concerning **DEVELOPER'S** adherence to the terms of this **AGREEMENT**.
21. **Acknowledgment of Opportunity to Seek Counsel.** The **DEVELOPER** hereby acknowledges that it has been given opportunity to seek legal counsel to review the terms of this **AGREEMENT**. **DEVELOPER** acknowledges that it understands the terms of this **AGREEMENT** and that it has entered the **AGREEMENT** knowingly and voluntarily.
22. **Conflict of Terms.** Terms in this **AGREEMENT** shall be defined as set forth in Chapter 4565 of the Columbus City Codes or, if not defined in Chapter 4565, shall have their ordinary meaning. If any term of this **AGREEMENT** is in conflict with any required terms stated in Chapter 4565, or any amendments thereto effective prior to the effective date of this **AGREEMENT**, the terms of Chapter 4565, as amended, shall control.
23. **Severability.** The terms of this **AGREEMENT** shall be severable, and if any is found to be invalid or unenforceable the remainder shall continue in full force and effect.
24. **Public Records.** **DEVELOPER** acknowledges that this **AGREEMENT** and its application materials may be public records, subject to release under Section 149.43 of the Ohio Revised Code, and waives and releases any claim or claims at law or in equity against the **CITY** for any release of such records.
25. **No Waiver of Remedies.** Failure of the **CITY** to insist upon strict compliance with the terms of this **AGREEMENT** shall not constitute a waiver of any remedy available to the **CITY**.
26. **Acknowledgment that Abatement Applies Only to Residential Components of Project.** **DEVELOPER** acknowledges and agrees that the abatement provided herein and pursuant to Chapter 4565 of the Columbus City Codes applies only to such components of the **PROJECT** as are residential in use, and does not entitle **DEVELOPER** or the **PROJECT** to abatement of any real property taxes on any component of the **PROJECT** that is commercial in use. This

Section does not prevent the **CITY** and **DEVELOPER** from providing for real property tax abatements or other economic development incentives by separate agreement as authorized by **CITY** ordinance or State law.

27. **Nondiscriminatory Hiring Policy.** **DEVELOPER** agrees to comply with the **CITY'S** nondiscriminatory hiring policy adopted pursuant to Section 5709.832 of the Ohio Revised Code as set forth in Chapter 2331 of the Columbus City Codes to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. In furtherance of that policy, **DEVELOPER** agrees that it will not deny any individual employment solely on the basis of race, sex, sexual orientation, gender identity or expression, color, religion, national origin, ancestry, age, disability, familial status or military status.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this said **AGREEMENT** on the day and year approved as to form by the City Attorney on the date indicated below.

GRANTEE:

[type name of **DEVELOPER**]

By: _____
Signature of Officer

Print name & title of Officer

GRANTOR:

City of Columbus

By: _____
Steven R. Schoeny, Director
Department of Development

APPROVED AS TO FORM:

Zachary M. Klein
City Attorney

Date: _____

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