

## **PAY AS WE GROW AND GROW WITH A PLAN AGREEMENT**

This Pay as We Grow and Grow with a Plan Agreement (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Columbus, Ohio, a body corporate and politic (“Columbus”), and Metro Development, with an address of 470 Olde Worthington Rd # 101, Westerville, OH 43082 (“Developer”) (and collectively the “Parties”). The project name is 5830 Ulry Road.

### **RECITALS:**

WHEREAS, the Developer is developing approximately 23.5± acres of property in the northeast portion of the 61.23± acres of property that is located at 5830 Ulry Road (the “Developer Property”); and

WHEREAS, Columbus City Council passed Ordinance No. 0958-2016 on October 3, 2016, which rezoned the property to PUD-6, Planned Unit Development District (Rezoning # Z14-059); and

WHEREAS, the Developer will comply with the rezoning in Ordinance No. 0958-2016 and the Developer agree to stay within the ordinance commitments and units built for the purchased acreage location; and

WHEREAS, the parties to this Agreement recognize that the Developer Property is within the Northeast area and subject to the Columbus policy to Pay As We Grow and Grow with a Plan (“Pay As We Grow”), and agree that participation of the Developer in the funding and completion of public infrastructure improvements that will benefit the Northeast quadrant of Franklin County and Columbus, including the Developer Property, is in the mutual interest of the Parties;

WHEREAS, this is a ratified agreement between the City of Columbus and Developer to document Developer’s participation in Developer “Pay as We Grow” Contributions;

NOW, THEREFORE, in the spirit of the policy of Columbus to “Pay As We Grow and Grow with a Plan,” and in order to gain mutual benefits, the Parties hereto agree as follows:

### **Article 1: Developer “Pay As We Grow” Contributions.**

The Developer will make contributions in the form of electronic wired payments to the City of Columbus (see Exhibit A: Electronic Wired Payment and Spreadsheet Instructions, attached hereto). The identified site has 180 units constructed on it. The Developer will pay \$2,300.00 for each unit built (see Exhibit B: Site Plan, attached hereto). A unit will be considered built when it is framed and has a roof. The Developer will keep track of the units and submit payment twice a year through electronic wired payment. The two scheduled remittance dates for Developer “Pay as We

Grow” Contributions are June 1<sup>st</sup> and December 1<sup>st</sup>. The required payment must be followed up with an emailed excel spreadsheet (refer to Exhibit A: Electronic Wired Payment and Spreadsheet Instructions).

Article 2: Community Development Authority.

The City and Developer agree that due to an overlap in the timing of processing the Agreement and the development of the Developer Property that requiring the Developer to encumber the Developers Property with a Declaration of Covenants and Restriction for the Central College Community Development District is not viable. Columbus and the Developer also agree that due to the same circumstances, it is not viable for the Developer to petition to join the New Community Authority.

Article 3: Tax Increment Financing District.

Developer supports inclusion of the Developer Property within a Tax Increment Financing (TIF) District, whether such TIF District is new or existing. If requested to do so by the Columbus Department of Development, Developer will provide a letter indicating such support and take other reasonable actions in support of said TIF District.

Article 4: Miscellaneous.

- A. *Entire Agreement.* This Agreement embodies the entire agreement among the Parties with respect to the matters set forth herein.
- B. *Terms Binding.* The term of this Agreement shall be binding of all of the Parties hereto and each of their successors and assigns, including but not limited to future owners of the Developer Property.

**(Signature on following page)**

City of Columbus

By: \_\_\_\_\_

Steven R. Schoeny

Director of Development

Title: Director, Department of Development

Per Ordinance: \_\_\_\_\_ - 2019

Approved As to Form:

By: \_\_\_\_\_

Zachary M. Klein, City Attorney

Metro Development,  
Real Estate Company

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A:  
ELECTRONIC WIRED PAYMENT AND SPREADSHEET INSTRUCTIONS

At the time of signature of the Agreement, Developer will receive Instruction to Wire Per-Unit Payments to the City of Columbus. Within the Account Name when being wired please include project ID \_\_\_\_\_, date of deposit and the name of the project.

Following this deposit, please send a spreadsheet by email to Olivia Helander at [OBHelander@columbus.gov](mailto:OBHelander@columbus.gov) and to Michelle Larsen at [MElarsen@columbus.gov](mailto:MElarsen@columbus.gov) or by mail to :

Economic Development  
Department of Development  
111 N Front Street Floor 8  
Columbus, Ohio  
Project Name:  
Pay As We Grow - Project ID.

The spreadsheet should include the following:

Name of the project  
Project ID  
The date of wired deposit  
Address of each unit  
Parcel number  
Amount for each unit  
Total amount paid

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