

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into so as to be effective on the last date of signature below by a party hereto (the "Effective Date"), by and between the **CITY OF GAHANNA**, an Ohio municipal corporation ("City"), and **SCIENCE ONE, LLC**, an Ohio limited liability company ("Science"). Each party may be referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Science and the City are parties to a written contract pursuant to which the City, or an affiliated agent, has agreed to sell a portion of municipal-controlled property to Science (such portion consisting of 9.23+/- acres which is identified as the "Development Property" in Exhibit A), and Science has agreed to purchase the same from the City, or an affiliated agent, subject to various contingencies as set forth therein; and

WHEREAS, following the closing of its purchase of the Development Property, Science desires to develop and operate a combined industrial and office facility (the "Facility") on the Development Property; and

WHEREAS, in order to facilitate all of the foregoing, City and the Parties desire to implement a tax increment financing ("TIF") district in accordance with relevant provisions of the Ohio Revised Code (the "ORC") in order to provide the means of funding the costs of certain public infrastructure improvements that will benefit the Facility and the Development Property; and

WHEREAS, City has determined that the economic welfare of the City and the health of its citizens will be benefited by the development of the Development Property and by the conveyance of Development Property to Science, and therefore it is in the best interests of City to enter into this Agreement to facilitate the same.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. **Community Reinvestment Area Eligibility.** The Development Property is located in the City's existing Community Reinvestment Area #3 (the "CRA"). Subject to the filing of compliant and complete community reinvestment area applications, the City acknowledges that the Development Property and the Facility are eligible for a 15-year, 100% abatement of real property taxes that otherwise would be applicable thereto. Science will file an application with the City from time-to-time to confirm continued eligibility for said abatement, and Science also will file an application with the City after the approval of the Applications and prior to applying for any building permits for the Development Property to confirm the eligibility of the Facility for the abatement. City agrees to support the timely processing and approval of each of the foregoing compliant and complete applications once filed. City and Science shall work cooperatively to identify the appropriate timing for filing relevant documentation with the State of Ohio and Franklin County (as applicable) so that the abatement time period begins as to relevant developments only after construction is completed in order to maximize the benefit to each

development. City acknowledges that the participation of the Development Property in the CRA and the abatement that it provides are of material significance to the decision to develop these properties and represents and warrants to Science that the CRA and the related tax abatement, subject to any abatements granted outside of the authority and control of the City, will take priority over any other exemptions that may apply to the Development Property as further contemplated herein.

2. Public Infrastructure Improvements. City and Science each acknowledge and agree that the construction of an eastward extension to the existing terminus of Tech Center Drive along the north side of the Development Property (as generally depicted in **Exhibit A**) (the “Tech Center Extension”) is necessary in order to serve and facilitate development on the Development Property. Science, or the City if necessary and agreed to by the City in order to maximize development incentives that become available, shall construct the Tech Center Extension in conjunction with the development to occur on the Development Property, provided that reimbursement of a portion of the costs of the Tech Center Extension shall be made solely from funds deposited in a Tech Center Extension fund, as contemplated in, and as such terms are defined in Section 4 below, or other funds provided by the City. Construction of the Tech Center Extension shall be completed so that it may be open for use by the general public prior to the issuance of the first temporary or permanent certificate of occupancy for a building that is constructed on the Development Property. The costs of constructing the Tech Center Extension (the “Tech Center Extension Costs”) shall include all commercially reasonable costs associated with the grading and paving of the new street; installation of water lines and sanitary sewer lines within the street right-of-way; installation of traffic control devices and signs, street tree plantings, and street lights; and all other costs customarily incurred when constructing a public street to a typical standard in the City, as well as the costs of designing, engineering, managing, and constructing all of the foregoing and all fees and permitting costs associated therewith. The Tech Center Extension shall be constructed in accordance with the standards of the City of Gahanna as well as requirements and specifications of an approved final plat pertaining thereto. Science shall dedicate the right-of-way for the Tech Center Extension to City via the recording of the final plat and at no charge or cost to City.

3. Reimbursement of Costs. The Party that constructs the Tech Center Extension and other public utility and related infrastructure improvements (the “Constructing Party”) shall be responsible for the initial payment of the Tech Center Extension Costs and all other costs related to the installation and improvement of public utility infrastructure to serve the Development Property (collectively, the Tech Center Extension Cost and such other public infrastructure costs to be referred to herein as the “Public Infrastructure Costs”), which are currently estimated to be approximately Five Hundred Thousand dollars (\$500,000.00). The “Constructing Party” shall be reimbursed for eligible expenses up to 100% of the Public Infrastructure Costs (such sum to be referred to herein as the “Reimbursement”). The Parties shall enter into a separate reimbursement agreement (the “Reimbursement Agreement”) which shall specify the specific the requirements for receiving the Reimbursement.

Payments toward the Reimbursement shall be made by City to the Constructing Party in one lump sum upon dedication of the Tech Center Extension by the City. Reimbursement shall be made solely from funds which are on deposit in the Tech Center Extension Fund (when available) or other funds provided by the City; however, nothing herein shall be read as a debt obligation of the City or a pledge by City to use revenues from any other source to pay the Reimbursement,

including but not limited to the City's general fund. All monies deposited in the Tech Center Extension Fund shall be used only to pay the Reimbursement until such time as the Reimbursement is paid in full, subject to available funds in a Tech Center Extension Fund. If other development improvement funds become available, the City may, at its sole option, and with the cooperation of the Developer which shall occur, choose an alternative method to construct and to fund the cost of construction of the Tech Center Extension, the net result being less cost to the Developer for the construction of Tech Center Extension.

4. **Reporting and Payment.** The Reimbursement Agreement shall set forth the methodology for reimbursement

5. **Contingencies to Performance.** The obligations of Science under this Agreement shall be expressly conditioned upon:

(a) The tax abatement plan having been approved by City Council so that it is legally effective on or before October 18, 2021;

(b) A development plan and Certificate of Appropriateness shall have been approved by the City's Planning Commission so that they are both legally effective on or before the date that is three (3) calendar months after applications for both have been filed with the City for the first development proposal on the Development Property;

(c) Approval of FDP, DR, and related variances from the City's Planning Commission so that such approvals are legally effective on or before October 13, 2021.

(d) Science shall have closed on its purchase and acquisition of the Development Property on or before the date that is ninety (90) days after City Council takes action to approve the TIF Legislation;

(e) City shall have timely performed all of its obligations hereunder.

6. **Miscellaneous.**

(a) **Amendment; Waiver.** No amendment or waiver of any provision of this Agreement shall be effective against any Party hereto unless in writing and signed by that Party.

(b) **Enforceability.** If any provision of this Agreement is or becomes invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect the remainder of this Agreement and the remainder of this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable portion were not contained herein, provided and to the extent such construction would not materially and adversely frustrate the original intent of the parties hereto as expressed herein.

(c) **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, each of the Parties and their respective successors and assigns. None of the Parties may assign its rights and obligations under this Agreement to an unaffiliated third party without

the other Parties' prior written consent, not to be unreasonably withheld, conditioned, or delayed. Science shall be permitted to assign its rights and obligations hereunder to another business entity in which it or its principals holds a controlling ownership interest.

(d) Warranties and Representations. Each Party to this Agreement represents and warrants to each of the other Parties as follows:

(i) It has the full right, power, and authority to enter into this Agreement and to carry out its obligations hereunder, and the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly and validly authorized by all necessary action.

(ii) This Agreement has been duly executed and delivered by it, and it constitutes a valid and binding obligation, enforceable against it in accordance with its terms.

(e) Notices. All notices and other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, when mailed by registered or certified mail, postage prepaid, or by e-mail, addressed the appropriate party at its address indicated as follows:

If to Science:

Science One, LLC
8400 Industrial Parkway
Plain City, OH 43064
Attention: Amy Huffman
E-Mail: ahuffman@fedonedublin.com

with a copy to:

The Behal Law Group LLC
501 South High Street
Columbus, Ohio 43215
Attention.: Robert Behal
E-Mail: rbehal@behallaw.com

If to City:

City of Gahanna
200 South Hamilton Road
Gahanna, Ohio 43230
Attn: City Attorney
Email: ray.mularski@gahanna.gov

or such different addresses of which notice shall have been given in accordance with this Agreement.

(f) Extent of Covenants; No Personal Liability. All covenants, obligations and

agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City other than in his or her official capacity, and the members of the Gahanna City Council nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City contained in this Agreement.

(g) Applicable Law. This Agreement will be governed by the laws of the State of Ohio without regard to conflicts of laws principles. Any action taken pursuant to or to enforce the terms of this Agreement shall be undertaken in the federal or state courts located in Franklin County, Ohio, with each Party hereby consenting to the jurisdiction and venue for those courts.

(h) Counterparts and Signatures. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument. Copies of signatures on this Agreement shall be deemed to be original signatures for all purposes.

(i) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(j) City Council Action. The execution of this Agreement has been authorized by action of Gahanna City Council in Ordinance Number 0062-2021.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the dates written below.

City:

CITY OF GAHANNA

By: 

Print Name: LAURIE A. JODWIN

Title: MAYOR

Date: 9.15.22

By: 
Ray Mularski, City Attorney

SCIENCE ONE, LLC

, manager
Amy Biondi-Huffman, Manager

