

DEVELOPMENT AGREEMENT

This agreement is entered into this ___ day of ___ 2003, by and among M.H. Murphy Development Company, an Ohio corporation, ("Murphy") and the City of Gahanna, an Ohio municipal corporation (the "City").

WITNESSETH

WHEREAS, Murphy is in contract to purchase approximately 11.59 acres of land as shown on Exhibit A, located off Johnstown Road in the City of Gahanna;

WHEREAS, the parties desire to memorialize their agreements relative to the development of the site including developer's contribution for roadway improvements; site access; emergency access through the site; and public waterline extension.

NOW THEREFORE, in consideration of the foregoing and for their mutual benefit the parties agree as follows:

A. Johnstown Road: Emergency Access, Site Access and Contribution.

- (1). Easement for Emergency Access Purposes. Murphy shall grant an easement to the City over identified streets within the development for the purpose of emergency access to Cameron Ridge (the apartment complex west of the development).
- (2). Johnstown Road Access. The City shall dedicate the land shown as Exhibit B for purposes of allowing the property owner to the south to build a public street allowing access to the Murphy parcel.
- (3). Contribution. Based on the planned development of seventy-two units, Murphy will contribute a total of Fifty Thousand Nine Hundred Forty-Five Dollars (\$50,945) towards the improvement of Johnstown Road, including the intersection improvements at Johnstown Road and Riva Ridge Boulevard and all sidewalks , traffic signaling, etc.

B. Public Waterline Extension.

- (1). Murphy will be responsible for constructing an 8" to 10" public waterline from point A to point B in the approximate location shown on Exhibit C. The City will reimburse Murphy for the oversizing of the line to serve an area north of Murphy's parcel. The reimbursement are described in more detail on the Exhibit D. Reimbursement will occur within 30 days of final inspection of the line. Murphy will grant an easement to the City and the City will reimburse Murphy for the cost of preparing and recording the easement.

EXHIBIT A

C. Temporary Signage.

The City will grant a temporary easement (for a period not to exceed 30 months after construction begins) to Murphy for a temporary marketing sign as requested in the Murphy variance request.

M. H Murphy Development Company,
An Ohio corporation

By: _____

Print Name: _____

Its: _____

Approved as to form:

By: _____

Thomas L. Weber
City Attorney

City of Gahanna,
An Ohio municipal corporation

By: _____

Print Name: _____

Its: _____

Approved by Resolution No. _____