

**AMENDMENT TO REIMBURSEMENT AGREEMENT
FOR
CONSTRUCTION OF EAST INDUSTRIAL SANITARY SEWER
IMPROVEMENT #761**

Whereas **THE CITY OF GAHANNA, OHIO**, the designated Party of the First Part, or the City intends to construct a temporary pump station to serve the above referenced sewer. Whereas **DONALD R. KENNEY**, the designated Party of the Second Part, would be benefited by the timely installation of said pump station, which will provide service to developments under construction by the Party of Second.

The Party of the Second hereby agrees to construct the pump station according to plans and specifications in the Gahanna City Engineer's office designated as Imp. #761. The Party of the First agrees to reimburse the Party of the Second the actual cost of construction of the sewer, not to exceed \$225,000.

The Party of the First agrees to make partial payments based on approved completion of work on a monthly basis within 30 days of submittal of the authorized pay request.

Signed this _____ day of _____, 20__.

DONALD R. KENNEY

CITY OF GAHANNA

Signature of Second Party

Mayor, City of Gahanna

Address

City/State/Zip

Approved as to form this _____ day of _____, 20__.

City Attorney

EXHIBIT

**REIMBURSEMENT AGREEMENT
FOR
CONSTRUCTION OF EAST INDUSTRIAL SANITARY SEWER
IMPROVEMENT # 727**

THE CITY OF GAHANNA, OHIO, hereinafter designated Party of the First Part, or the City and DONALD R KENNEY hereinafter designated Party of the Second Part, or Second Party.

Whereas the Party of the Second intends to construct Phase I of the East Industrial Sanitary Sewer. Whereas the East Industrial Sanitary Sewer will enable the development of the East Industrial Territory as established in Ordinance # and # . Whereas construction of the sewer by the Party of the Second will be mutually beneficial to both parties by providing a more timely and cost effective project.

The Party of the Second hereby agrees to construct a portion of the East Industrial Sanitary Sewer (Imp. # 727) according to the plans and specifications. The Party of the First agrees to reimburse the Party of the Second the actual cost of construction of the sewer not to exceed ~~\$300,000.00~~ and by the following terms and conditions:
450,000

Donald R. Kenney agrees to give a 20' easement for the City of Gahanna's purposes in constructing a sanitary sewer within his property along Taylor and Taylor Station Roads. The routing for this sewer will be determined based upon the most beneficial routing for both the City of Gahanna and Don Kenney. In exchange, the City of Gahanna will remove the property from the tributary district, and no fees will be assessed against the property or the future development, to be called Crossroads Commerce Center, in that sewer is available to the south at Blatt Blvd. Furthermore, Mr. Kenney will construct the sanitary sewer required by his development and tie into this 15" sanitary sewer line. A portion of the improved sewer main will be installed by Don Kenney at designed depths (+/-25'). All other sewers within the development will be designed to normal development depths (+/-7'). The cost difference between the constructed depth and the increased pipe size and the required depth and smaller pipe size required for his development will be borne by the City of Gahanna and reimbursed to Mr. Kenney. When the main line sewer is constructed, Mr. Kenney will have the option of tying into this new sewer for purposes of future development. At that time, he will pay sewer capacity charges as required by the current zoning and development ordinances.

SIGNED this _____ day of _____, 19 _____.

DONALD R KENNEY

CITY OF GAHANNA

SIGNATURE OF SECOND PARTY

MAYOR, CITY OF GAHANNA

ADDRESS

CITY/STATE/ZIP

APPROVED as to form this _____ day of _____, 19 _____.

CITY ATTORNEY