

EXHIBIT "A"

REIMBURSEMENT AGREEMENT

This Agreement, made this ____ day of _____ 2010, by and between the City of Mason (City) and Jeffrey Spatz (Resident).

City and Resident agree as follows:

1. City intends to construct a sanitary sewer crossing of Mason-Montgomery Road from an existing manhole on the east side of the road to a new manhole located in a utility easement on Resident's property on the west side of the road, leaving a wye for connection by Resident.
2. Resident, at his own expense, will construct a 6-inch diameter lateral from his house to the wye.
3. Resident will reimburse City the amount of \$20,000.00 toward the total cost of constructing the sanitary sewer crossing. This reimbursement shall be made within 120 days after completion of the construction and certification to Resident that the sewer connection is available.
4. Resident's failure to reimburse the full amount of \$20,000.00 within the allotted time shall be considered a breach of this Agreement. The City shall be entitled to pursue any necessary action in law or equity in order to enforce this provision of the Agreement. Resident agrees that any judgment obtained by the City from a court of competent jurisdiction shall be a lien on Resident's property and may be assessed on the tax duplicate as other liens. In the event the City must take action to obtain such a judgment, Resident agrees that he shall be responsible for all reasonable attorney's fees and court costs incurred by the City.
5. In addition to this reimbursement, Resident will be subject to the normal sewer tap fees as contained in the current fee schedule of City.

In witness whereof, the parties hereto have executed this agreement in two copies, each of which shall be deemed an original on the date first above written.

JEFFREY SPATZ

CITY OF MASON:

By: _____

City Manager

ATTEST:
