

AGREEMENT

THIS AGREEMENT, made this xxth day of April, 2011 by and between the City of Gahanna having an office and place of business at 200 South Hamilton Rd. Gahanna, Ohio 43230, hereinafter referred to as "CITY".

AND

American Electric Power

(Company Name)

850 Tech Center Drive

Gahanna Ohio 43230

(Address)

hereinafter referred to as "REQUESTOR".

WITNESSETH:

WHEREAS, The City is currently under contract with The Ohio Department of Transportation to perform construction related to the extension of Techcenter Dr. from Morrison Rd. to Hamilton Rd. including an overpass over I-270.

WHEREAS, Requestor wishes to have conduit and manhole work included in the construction of the overpass.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and the parties hereby intending to be legally bound, they do hereby promise and agree as follows:

1. Requestor agrees to pay 100% of the actual cost of the conduit and utility manhole installation on the Techcenter Dr. overpass at I-270 as detailed on pages 1 through 6 of the supplemental conduit plan for FRA-TECHCENTER DRIVE EXTENSION PID 80722.
2. Upon completion of said installation, City shall, within a reasonable time, submit to Requestor a statement showing the actual cost thereof.
3. The Requestor hereby agrees to defend, indemnify and hold harmless City, its contractors, employees and agents from and against all liability, loss, damage, and injury claimed to have arisen or that result from the installation of the facilities contemplated hereunder. Requestor's indemnification and hold harmless obligation shall not, however, apply to such liability, loss, damage, and injury proximately caused by City, its contractors', employees' or agents' negligence or willful misconduct in constructing Requestor's facilities as contemplated hereunder.

WITNESS the due execution of this Agreement the day and year aforesaid.

WITNESS:

REQUESTOR: American Electric Power

Print _____

WITNESS:

City of Gahanna

Print _____

EXHIBIT A