

AGREEMENT

This AGREEMENT ("AGREEMENT"), made and entered into this ____ day of _____ 2014, by and among the STATE OF OHIO, OHIO RAIL DEVELOPMENT COMMISSION (ORDC), (hereinafter referred to as "ORDC"), 1980 West Broad Street, Columbus, Ohio 43223, and CITY OF MASON (hereinafter referred to as the "CITY"), with principal offices at 6000 Mason-Montgomery Road, Mason, Ohio 45040.

WITNESSETH:

WHEREAS, Ohio Revised Code Section 4981.03 charges the ORDC with the development, promotion, and support of safe, adequate, and efficient rail service throughout the State; and

WHEREAS, Ohio Revised Code Sections 4981.03(A)(3) and 4981.14(B)(5) charge the ORDC to undertake, or cause to be undertaken, maintenance of any rail service project by private corporations;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and the covenants and AGREEMENTs herein contained, the parties hereto agree as follows:

Article 1: DESCRIPTION: The PROJECT pursuant to this AGREEMENT is the modernization of grade crossing warning devices at SR 741-2.48 at the Indiana and Ohio (I&O) grade crossing AAR# 525227V, and Bethany Road, AAR# 525228C, including required railroad preemption of highway traffic signals, at the following highway intersection near grade crossings:

SR 741-2.48 & Bethany Road

The PROJECT is a transportation activity eligible to receive Federal funding. The PROJECT will be completed in two concurrent segments, a RAILROAD segment and a CITY segment. The RAILROAD segment consists of the railroad warning device system modifications up to the point where the railroad system connects to the traffic signal system. The CITY segment consists of the traffic signal system modifications up to the point where the traffic signal system connects to the railroad system.

This AGREEMENT pertains to the CITY segment. Unless otherwise specified hereinafter "PROJECT" refers to the traffic signal system modifications.

The purpose of this AGREEMENT is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

Section 1.01 The CITY shall be responsible for traffic signal modifications - labor, materials, and equipment to:

- Prepare design plans, bid, manage, and inspect the work included in Section 1.01. Submit design plans to ORDC for review prior to bidding project. The design shall meet all the requirements contained in Part 8 – Rail Grade Crossings in the Ohio Traffic Engineering Manual.
- Coordinate the location of all poles, conduits, pull boxes, sidewalks, curbs, etc. with the railroad and the new warning system devices.
- Coordinate with ORDC to facilitate final inspection and approval of preemption operations by ORDC or its contractors.
- Upgrade the existing traffic signal controller unit per the Ohio Traffic Engineering Manual. Program the traffic signal for railroad preemption per Attachment A - Railroad Configuration and Timing Requirements.
- Install, or ensure appropriate functioning and/or placement of loop detector, traffic signs, and pavement markings in areas affected by this project
- Install an Indicator Panel per Section 804-4.3.5 of the Ohio Traffic Engineering Manual. Panel to be located as directed by ORDC, and will be mounted on an existing pole or structure. If the indicator panel is mounted on a pole it should be visible from the inside of the railroad bungalow. Install and connect 7 conductor cable between the Indicator Panel and the Traffic Control Cabinet.
- Install 6 pair #19 AWG interconnect cable between the signal controller and the railroad bungalow.
- Install conduit(s) and pull-box(s) per design. Install new conduits from the proposed pull-box(s) to the proposed Railroad bungalow.
- Ensure the following circuits are connected and operating per design (See Attachment "A"- Railroad Configuration and Timing Requirements for details):
 1. Advance Preemption with supervision
 2. Simultaneous Preemption
 3. Psuedo Gate Down (Bethany Road)
 4. Gate Down Circuit (SR 741)
 5. Traffic Signal Health
- Install battery backup and cabinet for the traffic signal system
- Provide roadway and pedestrian traffic control for the work included in Section 1.01
- If needed, any cost for railroad flagging needed to complete the traffic signal construction should be included in project.

Section 1.02 The CITY shall not be responsible for work to:

- Install proposed roadway gates, flashing lights, bungalow and all wiring and programming for gate and flashing lights.

Any work not detailed above will be ineligible for reimbursement unless an ORDC approved change order has been issued.

The work described in Section 1.01 above shall be completed within (specify time) of the date of execution of this AGREEMENT unless otherwise agreed to by ORDC.

After completion of the PROJECT, the CITY shall maintain the PROJECT to design standards

and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ORDC. The PROJECT must remain under public ownership and authority for 20 years, unless otherwise agreed to by ORDC. Nothing stated herein shall deny the CITY the right to seek reimbursement of the costs for the maintenance and renewal of the PROJECTs and other of its facilities constructed or changed under the terms of this AGREEMENT, if such reimbursement is then provided for by Federal Highway Administration ("FHWA") regulations and/or the ORC.

Article 2: PLANS AND SPECIFICATIONS: The CITY shall design and construct the PROJECT in accordance with a recognized set of written design standards. The PROJECT shall be governed by the engineering standards, practices, and specifications established by the American Railway Engineering and Maintenance Association (hereinafter "A.R.E.M.A."). The PROJECT will also conform to the Ohio Department of Transportation's Highway-Rail Grade Crossing Warning System Interconnection Standard. Further, it will conform to relevant standards of (the railroad). CITY shall not be responsible to ensure that railroad devices or equipment meet A.R.E.M.A. standards.

Article 3: COMPETITIVE BIDDING: CITY agrees to pursue the PROJECT in a manner that is cost effective for both the CITY and ORDC.

Section 3.01 If the PROJECT work will be performed by contract, the CITY shall secure the contract for the PROJECT through a competitive bidding process as described below:

- The CITY may conduct letter solicitations to contractors which they normally use.
- The CITY shall secure bids from at least three (3) contractors.
- The bid documents and the contractor bids must be supplied to the ORDC by the CITY prior to contractor selection by CITY.
- The CITY will verify that all contractors working on the PROJECT are neither suspended nor debarred from working on Federal aid projects at:
<http://www.dot.state.oh.us/Divisions/ContractAdmin/Pages/default.aspx>

The CITY shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ORDC. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ORDC shall immediately terminate this AGREEMENT and cease all Federal funding commitments.

Any use of sole source or proprietary bid items must be approved by the applicable ORDC district. All sole source or proprietary bid items should be brought to the attention of the CITY Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ORDC's Traffic Engineering Manual.

Once the CITY receives Federal authorization to advertise, the CITY may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The CITY shall submit to ORDC any addendum to be issued

during the advertisement period that changes estimates or materials. ORDC shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

The CITY shall incorporate Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, in all contracts, as well as appropriate subcontracts and purchase orders.

Section 3.02. If the PROJECT work will be performed by CITY forces, the CITY shall secure any materials needed for the PROJECT through a competitive bidding process and shall secure bids from at least three (3) suppliers. The bid documents and the supplier bids must be supplied to the ORDC by the CITY prior to acceptance of a bid by the CITY. In order for CITY to use its own forces for the construction the CITY must demonstrate to the ORDC's satisfaction that this is the most cost effective method of performing the work and ORDC must preapprove in writing the use of CITY forces.

Article 4. METHOD OF PAYMENT

Section 4.01 The total cost for the PROJECT is estimated to be \$35,000.00. ORDC shall provide to the CITY 100% of the eligible costs up to a maximum amount of \$35,000.00 in federal funds ("Funds"). Additional eligible costs may be approved if authorized prior to being incurred, subject to federal approval.

Section 4.02 The Funds awarded pursuant to this AGREEMENT shall be used for obligations incurred in the performance of the AGREEMENT and shall be supported by contracts, invoices, vouchers, and other data as appropriate, evidencing the costs incurred. If the Funds are not expended in accordance with the terms, conditions and a time period set forth in this AGREEMENT or the total amount of the Funds exceed the eligible costs of the PROJECT, the amounts improperly expended or not expended shall be returned to the ORDC within thirty (30) days after the expiration or termination of this AGREEMENT.

Section 4.03 The CITY may invoice ORDC monthly, or periodically when its allowable costs for the PROJECT work exceed \$1,000, for 100% of the PROJECT work completed, up to the maximum amount specified in Section 4.01 of this AGREEMENT. The invoice shall substantiate, to the satisfaction of the ORDC, PROJECT costs incurred. The adequacy and sufficiency of such invoices shall be determined solely by the ORDC. The ORDC shall not pay the CITY for any PROJECT work not included in Article 1 of this AGREEMENT. To facilitate ORDC's final inspection, all materials installed must be marked in such a way to be easily identifiable by the ORDC, and the CITY's final invoice shall include an inventory of installed materials by milepost or other segmentation of the PROJECT that is satisfactory to the ORDC. ORDC reserves the right to reject any invoice which does not segment the inventory of installed materials in a manner acceptable to ORDC.

Section 4.04 Payment shall be made within forty-five (45) days from the date of ORDC's approval of CITY's invoice. The ORDC shall have thirty (30) days from the receipt of the invoice to either approve or reject the invoice. If any invoice is rejected, ORDC shall immediately provide CITY with a notice and opportunity to correct any deficiency or error.

Article 5. TERM OF AGREEMENT/SUSPENSION/TERMINATION: This AGREEMENT shall terminate at the end of the present biennium, June 30, 2015. If obligations specified under this AGREEMENT are not completed by that date, it is the expressed intention of the parties to renew this AGREEMENT on each successive biennium period until such time as all obligations specified under this AGREEMENT has been satisfactorily completed.

Section 5.01 ORDC Termination: The ORDC shall have the right to terminate this AGREEMENT in the event of a material breach of this AGREEMENT by the CITY. The ORDC shall provide the CITY thirty (30) days written notice in advance of the exercise of its rights under this provision, unless the ORDC determines that substantial noncompliance cannot be corrected within a reasonable time, then the ORDC may immediately terminate this AGREEMENT.

Section 5.02 Suspension of Funding or Termination by the ORDC: The ORDC shall have the right to suspend funding of the PROJECT authorized under this AGREEMENT at any time in the event of any material breach or default by CITY, and for so long as the CITY fails substantially to comply with material terms and conditions of this AGREEMENT.

Article 6. PROJECT INSPECTION

Section 6.01 The CITY shall allow, upon reasonable notice, the inspection of and access to, the PROJECT by the ORDC. ORDC will notify the CITY if the nature of the work requires ORDC to have an inspector on the PROJECT site whenever the CITY is working.

Section 6.02 The CITY shall furnish written notification no later than five (5) working days prior to the date work will start at the PROJECT site to Tim Perkins, Project Manager, at 1980 West Broad Street, Columbus, Ohio, 43223, Cell (614) 580-7749, or email at tim.perkins@dot.state.oh.us with copy to cstout@dot.state.oh.us The CITY shall also notify the same of the details of any work stoppages, the subsequent resumption of the work activity, and the date work on which the PROJECT was completed. If the work is not inspected due to the lack of contractor notification to ORDC, that work may not be reimbursed with the Funds.

Section 6.03 The CITY shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The CITY shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications, if applicable.

Article 7. AUDITS: At any time during normal business hours upon ten (10) days written notice and as often as the ORDC may deem necessary and in such a manner as not to interfere with the normal business operations, the CITY shall make available to the ORDC, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this AGREEMENT including, but not limited to, personnel and employment data, financial reports, rail car loading data, job creation data, derailment data, and all other relevant information and shall permit the ORDC to audit, examine and make excerpts or transcripts from such records. The CITY must retain all records associated with this AGREEMENT for a period of five (5) years after final payment has been made by the ORDC.

The CITY must also ensure that all source documentation described above is maintained and made available to the ORDC for any sub consultants or outsourced work for the same time period.

The CITY is responsible for compliance with 49 CFR 18, *Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments* and 2 CFR 225, *Cost Principles for State, Local and Indian Tribal Governments*. These federal regulations establish minimally acceptable requirements for financial accounting systems, cost standards, and reporting that must be maintained in order to administer a federally-funded project.

Article 8. REPRESENTATIONS AND WARRANTIES

Section 8.01 The CITY warrants and represents the following:

- (a) CITY has the power and authority to enter into this AGREEMENT; and
- (b) CITY has the authority to carry out its obligations under this AGREEMENT; and
- (c) No personnel of the CITY, any subcontractor of the CITY, nor to the CITY's knowledge, any public official, employee or member of the governing body of the particular locality where the PROJECT shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this AGREEMENT, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal monetary interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this AGREEMENT. Any person who, prior to or after the execution of this AGREEMENT, acquires any such personal monetary interest, involuntarily or voluntarily, shall immediately disclose his interest to the ORDC in writing. Thereafter, such person shall not participate in any action affecting the work under this AGREEMENT unless the ORDC determines that, in light of the personal monetary interest disclosed, his participation in any such action would not be contrary to the public interest.

Section 8.02 The ORDC represents and warrants that it has the power and authority to enter into this AGREEMENT and to carry out its obligations under this AGREEMENT.

Article 9. OUTSTANDING LIABILITIES: The CITY affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any monies to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other monies to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Article 10. NOTICES: All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, or sent by electronic mail with delivery confirmation to the addresses set forth hereunder or to such other address as the other party hereto may designate in written

notice transmitted in accordance with this provision.

If to the CITY:	City of Mason 6000 Mason-Montgomery Road Mason, Ohio 45040 Attention: City Engineer
If to the ORDC:	Ohio Rail Development Commission 1980 West Broad Street Columbus, Ohio 43223 Attention: Secretary-Treasurer

Article 11. INSURANCE, INDEMNIFICATION AND RELEASE: This AGREEMENT is without force and effect until such time that the CITY demonstrates to the satisfaction of the ORDC that it has liability insurance coverage i.e. bodily and property insurance coverage, in an amount not less than FIVE MILLION DOLLARS (\$5,000,000) per each individual claim in regard to the operation of rail service at the PROJECT. The CITY shall provide to the ORDC, within thirty (30) days of the effective date of this AGREEMENT, evidence of such coverage.

To the extent allowed by law, CITY agrees to indemnify and hold the ORDC and its agents harmless against any and all losses, claims, causes of action, destruction, liability (including, without limitation, strict or absolute liability in tort or by statute), charges, costs or expenses (including, without limitation, counsel fees to the extent permitted by law) caused by the CITY's negligent, intentional, willful or wanton actions or inactions, including such actions, or the failures to act, of any employees of the CITY relating to the PROJECT, but for gross negligence or willful misconduct of the ORDC and any of its agents. CITY agrees to reimburse the ORDC for any judgments which may be obtained against the ORDC and defend against any claims or legal actions if requested, in writing, by the ORDC relating to the PROJECT.

Article 12. UNUSUAL CIRCUMSTANCES AFFECTING PERFORMANCE: In the event that the CITY cannot meet any or all of the obligations placed upon it by the terms of this AGREEMENT, (1) the CITY shall immediately notify the ORDC in writing, and (2) the ORDC may, at its sole discretion, make reasonable efforts to assist the CITY in meeting its obligations under the AGREEMENT and If the CITY is unable to comply with its obligations under this AGREEMENT for a period no less than thirty (30) days, the CITY may seek modification in accordance with the procedures set forth in this AGREEMENT, including but not limited to, the extension of the term of this AGREEMENT. Such extension shall be within the sole discretion of the ORDC unless outside of the CITY's control.

Article 13. CONTINGENCIES: It is expressly understood by the parties that none of the rights, duties, and obligations described in this AGREEMENT shall be binding on any party until all statutory provisions of the Ohio Revised Code, including but not limited to Section 126.07 and 126.08 have been complied with, and until such time that all necessary funds are made available and forthcoming from the appropriate state agency and such expenditure of funds is approved, if necessary, by the Controlling Board of the State of Ohio pursuant to Section 127.16 of the Ohio Revised Code.

Article 14. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS: The CITY agrees to comply with all applicable federal, state, and local laws, regulations, executive orders, and applicable ODOT manuals and guidelines. CITY accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by CITY on the performance of the work authorized by this AGREEMENT.

Further, if the CITY has knowingly made a false statement to the ORDC to obtain these funds, the CITY shall be required to return all funds immediately pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

Article 16. ORDC DISCLAIMER: The ORDC shall have not have or acquire any right, title or interest in the PROJECT or any materials therein by virtue of the providing of funds for the performance of this AGREEMENT.

Article 17. THIRD PARTY BENEFICIARY: It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions hereof or of any other document to create in the public, or any person whomsoever, a third party beneficiary, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries, property damage or for loss, damage or delay of cargo or shipment by reason of, or under the terms or provisions of, this AGREEMENT. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain solely as imposed by law.

Article 18. DISPUTE RESOLUTION: In the event the CITY desires clarification or explanation of, or disagrees with, any matter concerning the AGREEMENT, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to the ORDC. After review and consultation with the CITY, the ORDC shall decide the matter. If the dispute cannot be resolved, and the CITY has failed to comply materially with the terms and conditions of this AGREEMENT, then procedures for suspension and/or termination may be instituted as provided for under this AGREEMENT, or this matter may be submitted to a court of competent jurisdiction for final determination.

Article 19. NONDISCRIMINATION:

Section 18.01. In performing this AGREEMENT, the CITY shall not discriminate against any employee, applicant for employment, or other person because of race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (40 years of age or older), genetic information, or sexual orientation. The CITY will ensure that applicants are

hired and that employees are treated during employment without regard to their race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (40 years of age or older), genetic information, or sexual orientation. The CITY shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all such subcontracts.

Article 20. REMEDIES: No remedy herein conferred or reserved by the ORDC is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the AGREEMENT now or hereafter existing at law or in equity, which in any event shall not exceed the amount of the Funds.

Article 21. NO WAIVER: No delay or omission to exercise any right or option accruing to ORDC upon any breach by the CITY shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed necessary by the ORDC. Further, if any term, provision, covenant or condition contained in this AGREEMENT is breached by either party and thereafter such breach is waived in writing by the other party, such waivers shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Article 22. CONSTRUCTION: This AGREEMENT shall be governed by the laws of the State of Ohio as to all matters, including but not limited to, matters of validity, construction, effect and performance.

Article 23. FORUM AND VENUE: All actions regarding this AGREEMENT shall be in a forum and venue in a court of competent subject matter jurisdiction in Franklin County, Ohio.

Article 24. SEVERABILITY: Whenever possible, each provision of this AGREEMENT shall be interpreted in such manners as to be effective and valid under applicable law, but if any provision of this AGREEMENT is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this AGREEMENT.

Article 25. ENTIRE AGREEMENT: This AGREEMENT and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, AGREEMENTs and understandings, either oral or written, between the parties with respect to the subject matter hereof.

Article 26. CAPTIONS: The captions in this AGREEMENT are for the convenience of reference only and in no way define, limit or describe the scope or intent of this AGREEMENT or any part hereof and shall not be considered in any construction hereof.

Article 27. ASSIGNMENT: Neither this AGREEMENT, nor any rights, duties or obligations described herein, shall be assigned or subcontracted without the prior advance written consent of the ORDC, which shall not be unreasonably withheld. In the event the ORDC approves an assignment, each and all of the terms and conditions of this AGREEMENT shall

extend to the benefit of the respective successors and assigns.

Article 28. AMENDMENTS OR MODIFICATIONS: Any party may at any time during the term of this AGREEMENT request amendment or modification. Requests for amendment or modification of this AGREEMENT shall be in writing to the other parties and shall specify the requested changes and the justification for such changes. All parties shall then review the request for modification. Should the parties all agree to modification of the AGREEMENT, then an amendment shall be drawn, approved, and executed in the same manner as this AGREEMENT.

Article 29. EFFECTIVE DATE: This AGREEMENT shall become effective on the date it is fully executed by all parties which will be termed the "effective date."

**Article 30. BUY OHIO/BUY AMERICAN PROVISIONS; OFFSHORE
OUTSOURCING PROVISION:**

Section 30.01 The Grantee shall use its best efforts to purchase goods from other companies doing business in the State of Ohio, for the purpose of performing work under this AGREEMENT. Further, in the performance of the work contemplated under this AGREEMENT, the Grantee and all contractors, subcontractors, material men, or suppliers, shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States.

Section 23.02 The Grantee affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this AGREEMENT. Notwithstanding any other terms of this AGREEMENT, the Grantor reserves the right to recover any funds paid for services the Grantee performs outside the United States for which it did not receive a waiver from the Director of the Ohio Department of Administrative Services.

Article 31. STATE PROPERTY DRUG-FREE WORKPLACE COMPLIANCE: In accordance with applicable State and Federal laws, rules, and policy, the CITY shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

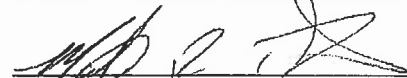
CITY:

CITY OF MASON

ORDC:

STATE OF OHIO
OHIO RAIL DEVELOPMENT COMMISSION

BY: _____

 _____

PRINT NAME: _____

Matthew R. Dietrich,
Executive Director

TITLE: _____

DATE: 8-12-14

DATE: _____

APPROVED AS TO FORM WITH REGARD
TO OHIO RAIL DEVELOPMENT
COMMISSION ONLY:

Assistant Attorney General Alan H. Klodell

Date _____

AGREEMENT – City of Mason/ORDC SR 741 & Bethany Road

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

CITY:

CITY OF MASON

ORDC:

STATE OF OHIO
OHIO RAIL DEVELOPMENT COMMISSION

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Matthew R. Dietrich,
Executive Director

DATE: _____

APPROVED AS TO FORM WITH REGARD
TO OHIO RAIL DEVELOPMENT
COMMISSION ONLY:



Assistant Attorney General Alan H. Klodell

Date 8/12/14

AGREEMENT – City of Mason/ORDC SR 741 & Bethany Road