

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Joint Petition of)	
Ohio Power Company and AEP Ohio)	
Transmission Company, Inc. for Approval of a)	Case No. 14-2179-EL-ATR
Transfer of Utility)	
Assets.)	

VERIFIED JOINT PETITION

Ohio Power Company (OPCo) and AEP Ohio Transmission Company, Inc. (OHTCo), jointly file with the Public Utilities Commission of Ohio (“Commission”) for its approval, pursuant to R.C. §4905.48, of the sale of real property currently owned by OPCo to OHTCo. In support of this Petition, OPCo and OHTCo represent that:

1. OPCo and OHTCo are electric companies and public utilities subject to the jurisdiction of this Commission by virtue of R.C. §4905.02, R.C. §4905.03(A)(4) and R.C. §4905.04. OPCo provides retail electric services and OHTCo provides electric transmission services.
2. OPCo currently owns an 11.8 acre parcel of unimproved land located at 8400 Smith’s Mill Road in the City of New Albany, Ohio (the “Parcel” as depicted in Exhibit A of Attachment 1, Purchase and Sale Agreement). This Parcel adjoins land already owned by OHTCo.
3. OPCo seeks to sell this Parcel of land to OHTCo, so OHTCo can construct over the combined OHTCo and OPCo parcels, a new building and appurtenant facilities to house the headquarters of American Electric Power Company, Inc.’s transmission operations (the “Building”).

4. Upon approval of this Application, the Petitioners will complete the sale of this Parcel from OPCo to OHTCo. The Parcel will be sold at the current net book value of \$135,000 an acre for a total of \$1,539,000.
5. A copy of the Purchase and Sale Agreement in substantially final form is provided as Attachment 1.
6. The construction of the Building will help create and maintain jobs in Ohio. Furthermore, the construction and continued operation of the Building will help support the Ohio tax base. For these reasons, the Petitioners assert that the transaction is consistent with the public interest.
7. Petitioners respectfully submit that the information set forth in this Joint Petition, demonstrates that the sale of the Parcel is reasonable and that approval of the transaction pursuant to R.C. §4905.48(C) by the Commission is appropriate.
8. Petitioners respectfully request that the Commission find that no hearing on this Joint Petition is warranted or required and that this Joint Petition be expeditiously approved in order to facilitate timely construction of the Building.

WHEREFORE, OPCo and OHTCo ask that the Commission approve this Joint Petition and authorize the Petitioners to proceed to implement the same.

Respectfully submitted,

/s/ Steven T. Nourse

Steven T. Nourse
American Electric Power Service Corporation
1 Riverside Plaza, 29th Floor
Columbus, Ohio 43215
Telephone: (614) 716-2037
Fax: (614) 716-2950
Email: stnourse@aep.com

Counsel for Ohio Power Company

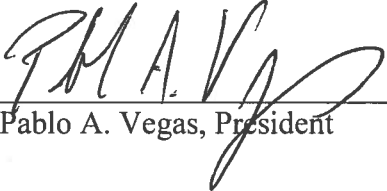
/s/ Hector Garcia

Hector Garcia
American Electric Power Service Corporation
1 Riverside Plaza, 29th Floor
Columbus, Ohio 43215
Telephone: (614) 716-3410
Fax: (614) 716-2950
Email: hgarcia1@aep.com

Counsel for AEP Ohio Transmission Company, Inc.

VERIFICATION

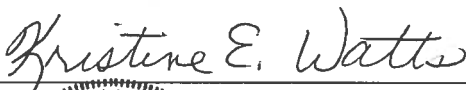
I hereby verify that I am President of Ohio Power Company and that the contents of the foregoing Joint Petition are true and correct to the best of my knowledge and belief.




Pablo A. Vegas, President

County of Franklin)
) SS:
State of Ohio)

On this 21st day of November, 2014, before me a Notary Public in and for the State of Ohio, came Pablo A. Vegas, who swore that he is the President of Ohio Power Company, a Joint Petitioner requesting approval of the sale of a parcel of land from Ohio Power Company to AEP Ohio Transmission Company, Inc., and that the content of the foregoing Joint Petition are true to the best of his knowledge and belief.



Notary



Kristine E. Watts
Notary Public, State of Ohio
My Commission Expires 11-16-2018

VERIFICATION

I hereby verify that I am President of AEP Ohio Transmission Company, Inc. and that the contents of the foregoing Joint Petition are true and correct to the best of my knowledge and belief.




Lisa M. Barton, President

County of Franklin)
) SS:
State of Ohio)

On this 1st day of December, 2014, before me a Notary Public in and for the State of Ohio, came Lisa M. Barton, who swore that she is the President of AEP Ohio Transmission Company, Inc., a Joint Petitioner requesting approval of the sale of a parcel of land from Ohio Power Company to AEP Ohio Transmission Company, Inc. and that the content of the foregoing Joint Petition are true to the best of her knowledge and belief.



Ann Dawn Clark
Notary Public-State of Ohio
My Commission Expires
November 16, 2015



Notary

JOINT PETITION EXHIBIT A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of the last date of signature below (the "Effective Date"), by and between **Ohio Power Company**, successor by merger to Columbus Southern Power Company, an Ohio corporation, with its address at 1 Riverside Plaza, Columbus, Ohio 43215 ("Seller"), and **AEP Ohio Transmission Company, Inc.**, an Ohio corporation, with its address at 1 Riverside Plaza, Columbus, Ohio 43215 ("Purchaser"). Seller and Purchaser may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH THAT:

WHEREAS, Seller is the fee simple owner of certain real property which is generally located to the north of and adjacent to Smith's Mill Road to the west of its intersection with Beech Road in the City of New Albany, County of Licking, and State of Ohio; and

WHEREAS, Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller in accordance with the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. AGREEMENT TO PURCHASE AND SELL. On the Closing Date, Seller shall sell and convey the Property to Purchaser and Purchaser shall purchase the Property from Seller by paying to Seller the Purchase Price, all in accordance with the terms and conditions set forth herein. "Property" means certain real property consisting of 11.80± acres as generally depicted in Exhibit A attached hereto and incorporated herein by reference, which on the Effective Date consists of portions of Licking County Auditor Tax Parcel Number 093-107046-00.002 and Licking County Auditor Tax Parcel Number 093-106512-00.003, together all easements, rights, and appurtenances thereto and all mineral rights and improvements thereon.
2. PURCHASE PRICE. The purchase price to be paid by Purchaser to Seller for the Property (the "Purchase Price") shall be One Million, Five Hundred Thirty-Nine Thousand and No/100 Dollars (\$1,539,000.00), payable in full at Closing.
3. CONTINGENCY: The obligations of Seller and Purchaser under this Agreement are specifically conditioned upon the approval of the transaction by the Public Utilities Commission of Ohio (the "Contingency"). In the event the Parties do not obtain such approval, either Party may terminate this Agreement, and both Parties shall be relieved from any further obligations hereunder.
4. LOT SPLIT. No later than five (5) days prior to the Closing Date the Parties shall have obtained all necessary approvals from the City of New Albany and Licking County to effectuate any and all lot combinations and/or lot splits (together, "Lot Split(s)") of the Property so as to establish the Property as a single separate tax parcel in the office of the Auditor of Franklin

County. The Lot Split(s) shall be finalized by the delivery of the Deed from Seller to Purchaser and the recording of the Deed.

5. TAXES AND ASSESSMENTS. All real estate taxes and assessments that are due and owing as of the time of the Closing shall be paid at or prior to Closing by Seller. Because the Property is part of two separate parcels for real estate tax purposes and the Property itself will not be assessed as its own tax parcel for real estate tax bills for a period of time following Closing, Seller shall continue to pay property taxes until the Property is separately assessed.

6. CLOSING.

(a) Closing Date. Subject to the terms and conditions of this Agreement, the Closing shall be held on a date (the "Closing Date") that is mutually acceptable to Seller and Purchaser that is no later than the thirtieth (30th) day following the date when the Contingency has been satisfied.

(b) Seller's Closing Deliveries. At the Closing, Seller shall deliver (or cause the delivery of) a Limited Warranty Deed, duly executed and acknowledged in recordable form, so as to convey the Property to Purchaser, with the final legal description of the Property as agreed upon by Seller and Purchaser.

(c) Purchaser's Deliveries. On the Closing Date, Purchaser shall wire transfer to the Seller an amount of cash or other good funds immediately available in Columbus, Ohio equal to the Purchase Price.

(d) Possession. At Closing, Seller shall deliver to Purchaser physical possession of the Property free of all occupants or otherwise as required pursuant to this Agreement.

7. EMINENT DOMAIN. If prior to the Closing Date all or any part of the Property shall be taken by any governmental authority under its power of eminent domain, Purchaser may: (a) elect to proceed with the transaction, in which event the Purchaser shall be entitled to all payments payable to Seller on account of such taking, such sum not to exceed the Purchase Price; or (b) elect to rescind this Agreement in which event all Parties hereto shall be released from all liability hereunder and the entire Deposit shall be forthwith returned to Purchaser. If Purchaser elects to rescind this Agreement, it shall so notify the Seller in writing within ten (10) days after Purchaser receives written notice from Seller of such taking. Failure by Purchaser to so notify Seller shall constitute an election to proceed with the transaction. If Purchaser does not rescind, prior to Closing Purchaser and Seller shall jointly have the right to defend at such proceeding and/or negotiate a settlement of such award and/or compensation due it as a result of such eminent domain or condemnation. Seller represents, to the best of its knowledge, that there are no threatened takings which would affect, involve or be adverse to the Property.

8. ENVIRONMENTAL. Seller hereby represents to Purchaser that, to the best of Seller's knowledge, no Hazardous Substances, as that term is defined below, have been generated, treated, stored, transferred from, released or disposed of, or otherwise placed, deposited in, or located on the Property in violation of any Environmental Laws, nor has any activity been undertaken on the Property that would cause or contribute to the Property becoming a treatment, storage or disposal facility within the meaning of any Environmental Law, (ii) neither Seller nor

any other person acting on behalf or with the permission of Seller has used or permitted any Hazardous Substances to be held, released from, stored at, placed or disposed on the Property or any portion thereof, in violation of any Environmental Laws, and (iii) the Property does not contain and at no time has contained any underground storage tanks.

“Hazardous Substances” means hazardous materials or substances as defined in all applicable provisions of any federal regulations, amendments, updates or superseding legislation to or for the Environmental Protection Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, or the regulations promulgated thereunder, or any other federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous substances, hydrocarbons, hazardous materials, toxic substances or hazardous wastes as defined from time to time in any other federal, state and local laws or the regulations promulgated thereunder applicable to the Property including, but not limited to, any asbestos insulation or other materials composed of or containing asbestos.

9. DISCLAIMER OF CERTAIN REPRESENTATIONS AND WARRANTIES. Except as otherwise expressly stated in this Agreement, disclosed in any documents required by the terms of this Agreement to be delivered by Seller to Purchaser, or disclosed in the warranties set forth in the Deed: (a) Seller hereby specifically disclaims any other warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning the Property; (b) Purchaser acknowledges that it will inspect the Property and Purchaser will rely on its own investigation of the Property; (c) the sale of the Property is made on an “as is” basis; and (d) Purchaser expressly acknowledges that, in consideration of the agreements of Seller herein, Seller makes no other warranty or representation, express or implied, including, but not limited to, any warranty of condition, habitability, merchantability, tenantability or fitness for a particular purpose, in respect of the Property.

10. BROKER. Seller and Purchaser represent that no real estate brokers have been involved in this transaction. Each Party hereby indemnifies the other Party against any claims and/or damages arising from any real estate broker seeking to be paid a commission as a result of the transaction contemplated in the Agreement.

11. MISCELLANEOUS.

(a) Notice. All notices, consents, approvals and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) certified or registered United States mail, postage prepaid, return receipt requested or (b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, or (c) by facsimile, addressed as follows. All such notices and communications shall be addressed to the Parties hereto at the following addresses:

To Seller: Ohio Power Company
Attn: Real Estate Asset Management
1 Riverside Plaza
Columbus, Ohio 43215

Fax: (614) 716-6835

To Purchaser: AEP Ohio Transmission Company, Inc.
Attn: Real Estate Asset Management
1 Riverside Plaza
Columbus, Ohio 43215
Fax: (614) 716-6835

or at such other address(es) as either may specify from time to time to the other in a notice given in accordance with this section. A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or the first attempted delivery; or in the case of expedited prepaid delivery and telecopy, on the date evidenced by the signed receipt or electronic confirmation.

(b) Severability. If any term, clause or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive Closing, then and in any such event, it is the express intention of Seller and Purchaser that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any action, suit or proceeding relating to, arising out of or in connection with the obligations, terms, covenants, warranties or agreements contained in this Agreement may be brought in the Court of Common Pleas of Franklin County, Ohio; Seller and Purchaser hereby waiving any objection to jurisdiction or venue in any proceeding before said Court.

(d) Successors and Assigns; Assignment. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the Parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives to the same extent as if specified at length throughout this Agreement. Neither Seller nor Purchaser shall be permitted to assign its rights and/or obligations under this Agreement to any Party without the other Party's written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Seller and Purchaser each may assign its rights and/or obligations under this Agreement to an affiliated entity of such Party without the prior consent of the other Party, provided that written notice of such assignment and the identity and address of the assignee is delivered by the assigning Party to the other Party hereto within a reasonable time after such assignment is completed.

(e) Time. Time is of the essence of this Agreement. If the date for performance of any action or for the expiration of any time period shall fall on a weekend or holiday honored by the federal government, such date of performance or expiration shall be extended until the next Monday or non-holiday, as applicable.

(f) Section Headings; Gender and Number. The headings inserted at the beginning of each section are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any of the terms or provisions hereof. The plural shall include the singular and the singular, the plural, wherever the context so admits. The use of any one gender shall include all others.

(g) Entire Agreement. This Agreement contains all of the terms, agreements, promises, covenants, conditions, representations and warranties made or entered into by and between Seller and Purchaser, and supersedes all prior discussions and agreements, whether written or oral, between Seller and Purchaser with respect to the sale and purchase of the Property, and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may be executed with signatures delivered by either facsimile or scanned email, and copies of such signatures so delivered shall be deemed as originals.

(h) Amendment. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Purchaser with the formalities hereof.

(i) Authority. Seller and Purchaser each represent and warrant to the other that the individuals executing this Agreement on their behalf are duly authorized and empowered to do so, and that upon such execution, this Agreement shall be binding upon and enforceable by Seller and Purchaser in accordance with its terms.

(j) Waiver. No waiver by Seller or Purchaser, their respective successors or assigns, of any term, covenant, condition, restriction or agreement, or any breach or Seller's Default or Purchaser's Default of any of the foregoing shall be deemed to imply or constitute a further waiver of the same or any subsequent breach or default.

(k) Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Each of Seller and Purchaser shall be permitted to exchange electronic copies of this Agreement with its authorized signature in pdf form, and signatures found on such electronic copies shall be deemed to be original signatures. The executed version of this Agreement may be delivered by each Party to the other by electronic mail without the formalities of the notice requirements found in this Section.

[End of Agreement - Signatures found on the following page]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Purchase and Sale Agreement to be executed under proper authority, to be effective as of the Effective Date.

SELLER:

OHIO POWER COMPANY, an Ohio corporation

By: _____

Print Name: _____

Title: _____

Date: _____

PURCHASER:

**AEP OHIO TRANSMISSION COMPANY,
INC.**, an Ohio corporation

By: _____

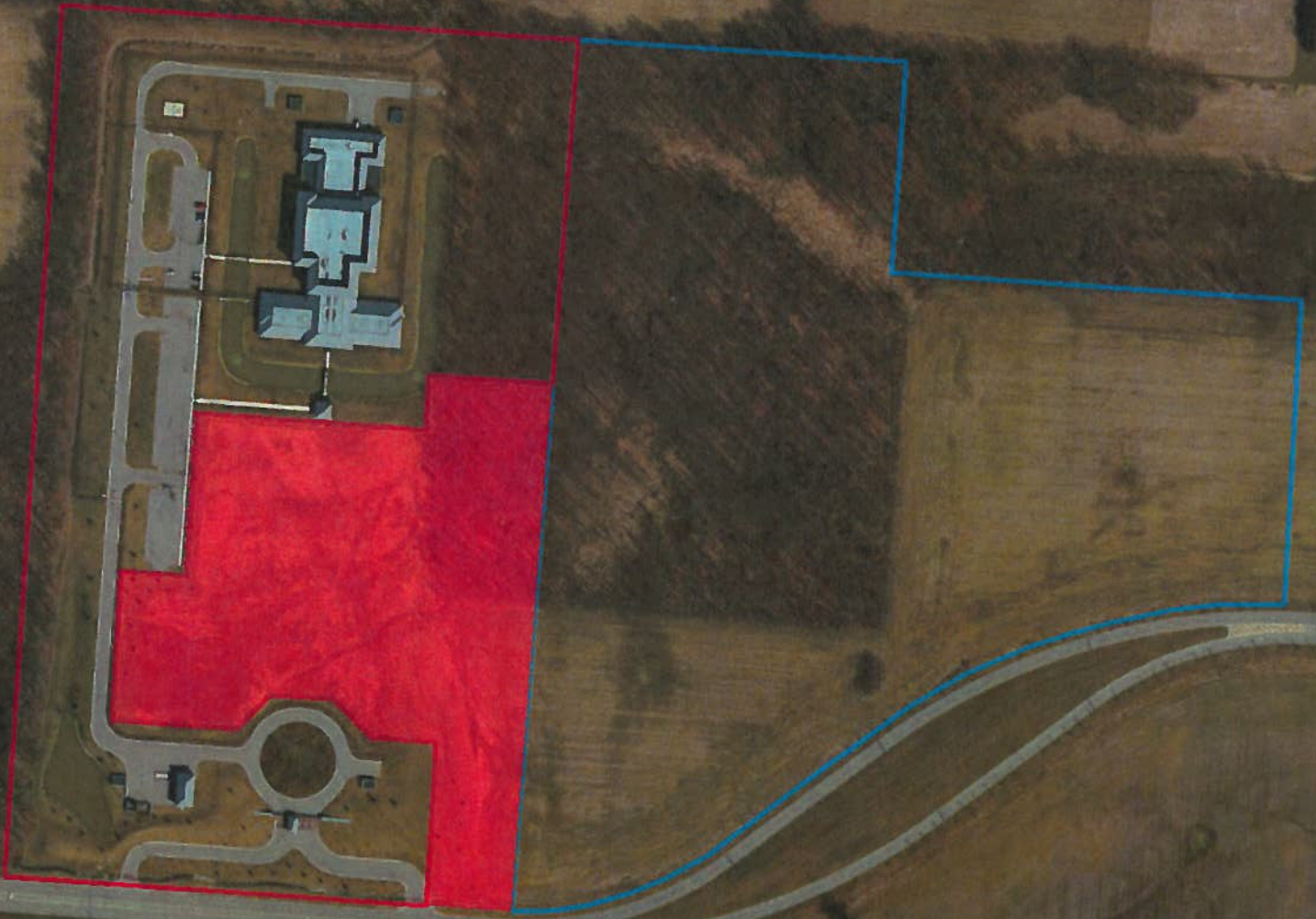
Print Name: _____

Title: _____

Date: _____




EXHIBIT A

New Albany Transmission Site



0 250 500 Feet

Legend

-  New Albany Transmission Operations Center
-  New Albany Transmission Office
-  New Albany Transmission Office purchase from New Albany Transmission Operations Center (11.8 Acres)

November 24, 2014

Disclaimer: This drawing is not an actual survey, and is for general information purposes only.

Cartography: AEP Real Estate Asset Management Dept
Shawn Sommerlot

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

12/1/2014 5:01:14 PM

in

Case No(s). 14-2179-EL-ATR

Summary: Petition -verified joint petition electronically filed by Mr. Steven T Nourse on behalf of Ohio Power Company and AEP Ohio Transmission Company