

**CITY OF GREEN ROADWAY USE AND MAINTENANCE AGREEMENT  
FOR NEXUS PIPELINE PROJECT**

**THIS AGREEMENT** is entered into by and between the City of Green, Ohio, a political subdivision, whose mailing address is P.O. Box 278, Green, Ohio 44232 (hereinafter, the "City"), and NEXUS Gas Transmission, LLC, a Delaware limited liability company, having a principal place of business at 5400 Westheimer Court, Houston, Texas 77056, (collectively, hereinafter "Operator"). For purposes of this Agreement, the term "Operator" includes the company and its employees and contractors and their successor and assigns), shall be as follows:

**RECITALS**

**WHEREAS**, the City has control of certain public roads within the City and is required by law to keep such roads safe and in good repair; and

**WHEREAS**, Operator is proposing to construct one (1) 36" diameter natural gas pipeline and associated facilities through portions of the City (the "Pipeline"); and

**WHEREAS**, Operator intends to use portions of roads within the City for the purpose of constructing the Pipeline (hereinafter referred to collectively as the "Pipeline Activity"); and

**WHEREAS**, the City and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads as a result of such anticipated traffic from the Pipeline Activity;

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator and City agree as follows:

1. The portions of the roads in the City to be utilized by Operator hereunder are set forth on Exhibit A attached hereto and incorporated herein (the "Approved Roads"), which may be updated from time to time by the Operator. Approved Roads shall include the rights of way, roads, bridges, culverts, berms, shoulders, roadside ditches, drive aprons, guardrails, traffic control devices, light poles, curbs, gutters and road markings/stripping used or affected by Operator, its contractors, subcontractors, and all respective agents, employees, and representatives. Exhibit A shall also include the following information: (a) Designated haul routes; and (b) List of contractors with contact information. When available, NEXUS shall provide the City with a list of subcontractors working on its project in the City.

2. The Approved Roads to be used by Operator hereunder shall be maintained by Operator, and any damages caused by Operator's Pipeline Activity to the Approved Roads shall be repaired by Operator, at Operator's sole cost and expense, throughout the term of this Agreement, to a level consistent with the condition of such road(s) at the commencement of their use by the Operator hereunder and/or as modified pursuant to Exhibit A, as determined by the Operator's engineer and the City Engineer. Acceptance of the plan for repairing any damage

shall be subject to final approval of the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed.

3. The Operator shall provide the City a notice that it has completed its use of the Approved Roads in the City for purposes of its installation of the Pipeline. As soon as possible after receipt of such notice, the City and the Operator shall inspect said roads and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, and subject to the requirement for a bond to be maintained for two (2) years thereafter as set forth below, this Agreement shall be terminated and of no further force or effect.

4. This Agreement will serve as the general permit allowing all vehicles and equipment used by the Operator, its contractors and subcontractors to exceed posted weight, load and size limits on Approved Roads identified on Exhibit A, but any such approvals necessary for bridges on the Approved Roads shall be subject to the approval of Summit County who maintains jurisdiction over said bridges. Further, no other local permits from the City relating to weight, load and/or size of vehicles and/or equipment shall be required from Operator or its contractors or subcontractors for use of the Approved Roads identified on Exhibit A.

5. Requests for road closures for repair work relating to the Pipeline Activity shall be provided to the City in writing by e-mail, fax mail, or personal delivery at least five (5) business days in advance of such proposed closure, with said request including the time and expected duration of such closure. Roads shall not be closed for hauling activity. No roads shall be closed without the approval of the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed. If the City Engineer approves such road closure, the Operator shall be notified of such approval. If such approval is not given by the City Engineer, the parties shall cooperate to reasonably find an alternative to the proposed closure or limited access or to otherwise minimize disruption to public road traffic and Operator repair activities and schedule.

6. Operator will cooperate with local school district transportation supervisors, as applicable, to accommodate school buses traveling said Approved Roads.

7. Operator shall furnish the City all necessary contact information, including a twenty-four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder. City shall furnish Operator with the primary contact numbers for City officials (road, police, and fire). Operator will use reasonable efforts to notify those City officials when the Approved Roads will be primarily used for Pipeline Activity.

8. Operator shall place color coordinated signs at the beginning and ending points of each Approved Road and at all intersections along its route that indicate which roads are approved for travel and which roads are not approved for travel. The Operator shall be responsible for placing and maintaining signage on the Approved Roads in compliance with applicable provisions of the Ohio Manual of Uniform Traffic Control Devices. If the City determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of public

safety, then Operator shall provide for such signage at Operator's sole cost and expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and City agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

9. All vehicles driven by the Operator shall abide by all applicable local, state, and federal speed limits as posted, or if not posted, as otherwise applicable. All vehicles driven by Operator shall comply with the reasonable requests of the City Engineer and Service Director to take necessary precautions designed to protect the traveling public specifically as it relates to the timely removal of dirt, mud, dust, and debris carried onto the Approved Roads by Operator's truck and trailers hauling material for Pipeline Activity. These road cleaning activities are required of Operator with or without notice from the City Engineer or Service Director, and will occur on a regular basis.

10. (a) Operator will cause the Approved Roads to be videotaped, with a detailed video record, prior to such roads being used for purposes of this Agreement so that the pre-construction condition of such Approved Roads can be memorialized. Operator has already performed the videotaping of the Approved Roads and will provide a copy to the City as soon as reasonably practicable. The City shall be allowed to review the videotape. All costs associated with the videotaping of the conditions of the roads shall be borne by Operator.

(b) In addition to videotaping the Approved Roads, the parties shall prepare a written list of the Approved Roads that were videotaped, and these shall be the only roads that Operator shall be responsible for restoring under the terms of this Agreement.

11. Within thirty (30) calendar days following execution of this Agreement, and prior to the commencement of any Pipeline Activity in the City, Operator shall deliver to the City a bond to cover the cost of any damages caused to the Approved Roads by Operator. The bond amount shall be a sum of Five Million Dollars (\$5,000,000.00). The performance assurance bond shall be made payable to the CITY OF GREEN and shall be issued by a corporation licensed to do business in Ohio and approved by the City Law Director, such approval not to be unreasonably withheld, conditioned or delayed. The performance assurance bond shall remain in full force and effect during the term of Operator's use of the Approved Roads under this Agreement, and will expire two (2) years after acceptance by the City of final restoration work under Paragraph 3 of this Agreement, which acceptance shall not be unreasonably withheld, conditioned or delayed. This bond is intended to provide the City with assurance that it will be paid by the Operator for its obligations under this Agreement, but shall in no way limit the Operator's obligations or liabilities, as otherwise stated in this Agreement.

The City may draw upon the bond only if and to the extent that Operator fails or refuses to comply with the terms of this Agreement to promptly perform repairs or to pay the cost of performing repairs. Upon certification from the City Engineer that: Operator failed or refused to comply with any term of this Agreement and to perform required repairs or to pay the cost of performing repairs; that the City has performed the repairs or caused such work to be performed; that the City has incurred expenses for the performance of such repair work; and that the City has

submitted such expense for payment to Operator without payment rendered, the bond funds may be drawn upon by the City to cover such expenses.

12. NEXUS will provide written notice to the City of the completion of Pipeline Activity within the City. Upon receipt of such written notice, the City will inspect the Approved Roads for damage caused by Operator. The inspection of the Approved Roads will be completed within sixty (60) days of the notice above. The City will in good faith provide a list of damages, based upon applicable Ohio Department of Transportation and City specifications, to the Approved Roads caused by Operator and Operator shall make the necessary repairs so that the Approved Roads are restored to as close as reasonably practicable the condition as existed at the time the Approved Roads were videotaped. It is agreed and understood that Operator shall be responsible for the restoration of the damage caused to the Approved Roads. The Operator shall not be responsible for damage occurred as the result of activities and/or conditions unrelated to its activity in constructing the Pipeline. Such restoration work shall be completed as soon as reasonably practicable after the list of damages is provided to Operator by the City.

Operator shall provide written notice to the City Engineer that repair work under this Agreement has been completed. Upon receipt of the completion notice the City Engineer will have 14 calendar days to accept or reject the above work based upon applicable engineering standards. If a rejection notice is tendered by the City Engineer, Operator shall promptly make the necessary repairs as identified in the rejection notice, or to the extent Operator, disagrees as to the need for additional repairs, provide a written explanation as to why such repairs are not necessary.

In the event that the repair work is not completed within thirty (30) days after the City provides its list of damages to Operator, or fails to thereafter maintain reasonable progress in the performance of the repairs, the City may make such repairs and shall invoice the Operator for all costs incurred in connection with such repairs, including for review time, inspection time and any time expended related to this Agreement. Operator shall pay such invoiced amounts within thirty (30) days following receipt of such invoice.

13. Operator shall protect, save, indemnify, and hold the City, its officials, employees and engineers harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any violations of any applicable laws, or any loss, damage or expense, including injury or death to any person, from any cause or causes whatsoever, arising out of or in any way connected with the Operator's Pipeline Activity and which is not caused by the negligence or intentional misconduct of the City, its officials, agents, engineers and/or employees.

14. The execution, delivery, and performance of this Agreement have been duly and validly authorized by all requisite action, corporate or otherwise, on the part of the City and Operator, including formal written approval from any governing body of the City. Further, the party signing on behalf of City has authority to sign this Agreement and to bind the City. This Agreement shall be binding upon Operator and City, and their respective successors and assigns.

15. In the event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

16. The failure of a party to exercise any right under this Agreement shall not, unless otherwise provided or agreed in writing, be deemed a waiver thereof; nor shall a waiver by a party of any provision herein be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

17. This Agreement shall only be amended in writing properly executed by the parties.

18. This Agreement shall be governed by the laws of the State of Ohio. Any disputes arising under this Agreement between the parties shall be decided by the United States District Court for the Northern District of Ohio, Eastern Division.

19. Operator, and any contractors hired by Operator to perform work pursuant to this Agreement, shall pay prevailing wage rates of the project locality to all applicable personnel performing labor on the project, to the extent that the project is subject to Ohio's prevailing wage laws. The City shall be responsible for providing the prevailing wage coordinator as set forth in Ohio Revised Code Chapter 4115. This requirement shall also apply to any road modification and road improvement work performed by Operator under this Agreement.

20. In the event Operator is reasonably believed by the City to have caused damage to a portion of the Approved Roads of a magnitude sufficiently great to create a hazard to the public health and safety, which in the good faith opinion of the City warrants an immediate repair or road closing, the City shall notify Operator of the damage. If the Operator has failed to begin such repair work within forty-eight (48) hours of the notice from the City, the City may unilaterally make or authorize repair to the Approved Roads, and the costs incurred by the City may be drawn against the performance bond above.

Executed in duplicate on the dates set forth below.

[Signatures on the following pages]

City

By: *[Handwritten Signature]*

Dated: Feb. 7, 2018

Approved as to Form: *[Handwritten Signature]*  
City of Green Law Director

Dated: 2. 7. 18

**Operator**

**NEXUS GAS TRANSMISSION, LLC.**  
a Delaware limited liability company

By: Spectra Energy NEXUS Management, LLC, in its capacity as operator

By: Tina Faraca  
Tina Faraca, Vice President

Dated: 2/7/2018

## City of Green

### Appendix A

<u>Road Name:</u>	<u>Location:</u>	<u>Miles to be Used:</u>
Koons Road	Start: Massillon Road End: South Arlington Road	1.77
Killinger Road	Start: South Arlington Road End: Christman Road	1.09
Christman Road	Start: Killinger Road End: Mt. Pleasant Street	1.41
East Comet Road	Start: Christman Road End: South Main Street	1.15
Thursby Road	Start: Koons Road End: End of Road	0.70
Wise Road	Start: City Limits (East) End: Massillon Road	2.53
E Nimisila Road	Start: Greensburg Road End: South Arlington Road	0.71
Heckman Street	Start: Mayfair Road End: City Limits (East)	1.00
South Arlington Road	Start: City Limits (South) End: E Nimisila Road	2.10
Greensburg Road	Start: E Nimisila Road End: City Limits (East)	3.52
Mayfair Road	Start: Heckman Road End: City Limits (South)	3.20
Lauby Road	Start: Greensburg Road End: City Limits (South)	1.70
South Main Street	Start: City Limits (South) End: Yager Road	1.13
Massillon Road	Start: Koons Road End: Interstate 77	3.10

**NEXUS' Contractor and NEXUS Contact**  
**(Exhibit A)**

**NEXUS' Contractor:**

Michels Pipeline Construction  
A Division of MICHELS Corporation  
PO Box 128 | 817 Main Street  
Brownsville, WI 53006  
office: 920.924.4300

**Contact at NEXUS:**

Andrew Black, Permit Supervisor  
NEXUS GAS TRANSMISSION, LLC  
6050 Oak Tree Blvd, Suite 200 Independence, OH 44131  
office: 216-393-6356  
e-mail: Andrew.Black@Enbridge.com