

RECORD AND RETURN TO:  
NEXUS Gas Transmission, LLC  
Attention: Right-of-Way Department  
P.O. Box 490  
Sharon Center, OH 44274

Tract Nos: OH-SU-017.0000  
OH-SU-019.0000  
OH-SU-033.0000  
Road(s): OH-SU-010.0000-RD  
OH-SU-031.0000-RD  
OH-SU-038.0000-RD  
OH-SU-043.0000-RD  
OH-SU-050.0000-RD  
OH-SU-060.0000-RD  
OH-SU-070.0000-RD  
OH-SU-078.0000-RD  
OH-SU-083.0000-RD  
OH-SU-092.0000-RD  
OH-SU-098.0000-RD  
OH-SU-020.0000-TAR- 1-35.6  
OH-SU-071.0020-TAR-1.5-39.8  
OH-SU-078.0000-RD- PAR-1-40.1

State: Ohio

**GRANT OF EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS: that the undersigned **The City of Green, an Ohio municipal corporation**, having a mailing address of 1755 Town Park Boulevard, Green, OH 44685, (hereinafter called "Grantor", whether one person or more than one), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by **NEXUS GAS TRANSMISSION, LLC**, a Delaware limited liability company, having a principal place of business at 5400 Westheimer Court, Houston, Texas 77056 (hereinafter called "Grantee" or "NEXUS"), does hereby give, grant and convey unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, a fifty foot (50') wide permanent right-of-way and easement (the "Easement") as shown on the Drawings (and referenced as permanent R/W on the drawings for the roadways referenced

below) for the purpose of laying, constructing, maintaining, operating, altering, replacing, repairing, watering up, dewatering (including on the Properties outside of the Easement and/or Temporary Work Space), changing the size of (with the same or smaller size pipeline), relocating within the Easement, abandoning and/or removing one (1) underground pipeline having a nominal diameter of thirty-six inches (36") or less, together with such above- or below-grade valves, fittings, meters, tie-overs, cathodic/corrosion protection, electrical interference mitigation, data acquisition and communications lines and devices, electric lines and devices, pipeline markers required by law, and other appurtenant facilities (collectively, the "Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof, over, under, across, and upon the following described lands situated in the City of City of Green, County of Summit, State of Ohio, more fully described and referred to as follows (collectively, the "Properties" whether a roadway or property owned in fee by Grantor):

**OH-SU-017.0000 and OH-SU-019.0000**

Being a portion of the land described as Situated in the City of Green, County of Summit and State of Ohio:

And known as being an 81.355 acre tract in the Southeast Quarter of Section 23 and an 11.852 acre tract in the Southwest Quarter of Section 24, (T-12, R-9), and is all of Parcel 1.1 and Parcel 1.2 as conveyed to Agatha J. Ariss by a deed recorded in Volume 3586 page 131 of the Summit County Records, more fully bounded and described as follows, to-wit;

Beginning at a 1 ½ inch led filled iron pipe found at the southeast corner of said Southeast Quarter of Section 23, said iron pipe being the true place of beginning for the tract of land herein described;

1. Thence N88°18'03"W along the south line of said Section 23, a distance of 1328.87 feet to a ½ inch iron pinch top pipe found at the southeast corner of a tract of land now or formerly owned by DeHoff Agency, Inc. (54434524), passing over a 5/8 inch iron bar with Conery cap set at 179.33 feet on the east line of the Limited Access Right-of-way Easement for Interstate Route 77, and also passing over a 5/8 inch iron bar with Conery cap set at 548.55 feet on the west line of said R/W for I.R. 77;

2. Thence N01°33'43"E along the east line of said DeHoff tract, and the east line of a tract of land now or formerly owned by Jeanne Shewchik (Vol. 7290/542), a distance of 2659.47 feet to a mag nail set on the north line of said Southeast Quarter of Section 23, passing over a 5/8 inch iron bar with Conery cap set at 1091.29 feet on the west line of said R/W for I.R. 77, and also passing over a 5/8 inch iron bar with Conery cap set at 1607.65 feet on the east line of said R/W for I.R. 77, and also passing over a ½ inch iron pipe found at 29.91 feet from said Quarter Section line;

3. Thence S88°10'45"E along the north line of said Southeast Quarter of Section 23, said line also being the centerline of Wise Road – C.H. 250, a distance of 1337.64 feet to a mag nail set at the northeast corner of said Southeast Quarter of Section 23;

4. Thence S01°45'03"W along the east line of said Section 23, a distance of 2003.89 feet to a 5/8 inch iron bar with Conery cap set at the southwest corner of a tract of land now or formerly owned by Russell G. & Mary S. Scott, Trustees (O.R. 1456-658);

5. Thence S88°57'21"E along the south line of said Scott tract, a distance of 787.09 feet to a 5/8 inch iron bar with #6970 cap found at the northwest corner of a tract of land now or formerly owned by David A. Mucklow and Mary M. Griffin, Trustees (54461538);

6. Thence S01°59'53"W along the west line of said Mucklow/Griffin tract, and the west line of a tract of land now or formerly owned by Sheila B. Abbott (O.R.014-620), a distance of 661.61 feet to a 5/8 inch iron bar with Conery cap set on the south line of said Section 24, passing over a one (1) inch axle found at 323.51 feet;

7. Thence N88°18'34"W along the south line of said Section 24, a distance of 784.18 feet to the true place of beginning.

The above described tract of land contains 93.207 acres of land of which 12.262 acres are in the present roads rights-of-way, as surveyed under the supervision of Bruce D. Conery, P.S. no 6499 of Buckeye Surveying Services, Inc. of Canton, Ohio, in March of 2006.

"The description above was taken from that certain Deed of Executor, Administrator, Trustee, Guardian, Receiver or Commissioner dated 4/6/2006 from William T. Ariss, Executor of the Estate of Agatha Josephine Ariss aka Agatha J. Ariss, Deceased to The City of Green, recorded in official record volume 55317414 in the records of Summit County, Ohio."

Parcel ID: 2800178  
Alternate ID: GR0002302001000

**OH-SU-033.0000**

Being a portion of the land described as SITUATED IN THE TOWNSHIP OF GREEN, COUNTY OF SUMMIT AND STATE OF OHIO:

AND KNOWN AS BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 27 IN SAID TOWNSHIP AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 27, WHICH IS N 87 DEGREES 12 MINUTES W, 533.90 FEET FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION;

THENCE N 87 DEGREES 12 MINUTES W., ALONG THE SAID QUARTER SECTION LINE, 284.40 FEET TO AN IRON PIPE;

THENCE S 20 DEGREES 18 MINUTES W., 16.61 FEET TO AN IRON PIPE;

THENCE N. 87 DEGREES 12 MINUTES W., PARALLEL TO AND 15.84 FEET SOUTHERLY AT RIGHT ANGLES FROM SAID QUARTER SECTION LINE, 1,070.46 FEET TO AN IRON PIPE;

THENCE S. 2 DEGREES 25 MINUTES 30 SECONDS E., PARALLEL TO THE CENTERLINE OF MASSILLON ROAD (S.R. 241 - 60 FEET WIDE), 224.40 FEET TO AN IRON PIPE;

THENCE N. 87 DEGREES 12 MINUTES W., PARALLEL TO THE SAID QUARTER SECTION LINE, 149.82 FEET TO A POINT IN THE CENTERLINE OF SAID MASSILLON ROAD;

THENCE S. 2 DEGREES 25 MINUTES 30 SECONDS E., ALONG THE CENTERLINE OF SAID ROAD, 636.11 FEET;

THENCE N. 81 DEGREES 21 MINUTES 40 SECONDS E., 950.03 FEET TO AN IRON PIPE;

THENCE S. 20 DEGREES 18 MINUTES W., 328.50 FEET TO AN IRON PIPE;

THENCE S. 85 DEGREES 11 MINUTES 30 SECONDS E., 530.90 FEET TO AN IRON PIPE;

THENCE S. 33 DEGREES 45 MINUTES 30 SECONDS E., 62.65 FEET TO AN IRON PIPE;

THENCE N. 3 DEGREES 48 MINUTES 30 SECONDS E., 1,073.53 FEET TO THE PLACE OF BEGINNING AND CONTAINING, AS SURVEYED IN JANUARY 1968 BY SWIGART & MOORE, 27.9439 ACRES OF LAND.

"THE DESCRIPTION ABOVE WAS TAKEN FROM THAT CERTAIN DEED DATED 9/21/1995 FROM HENRY S. BELDEN, IV, AND BARBARA V. BELDEN TO THE CITY OF GREEN, RECORDED IN DEED VOLUME 2019, PAGE 885 IN THE RECORDS OF SUMMIT COUNTY, OHIO."

PARCEL ID: 2813047

ROUTING NO.: GR0002797005000

01 Mayfair Road	(OH-SU-010.0000-RD)
02 Greensburg Road	(OH-SU-031.0000-RD)
03 Massillon Road (HWY 241)	(OH-SU-038.0000-RD)
04 Koons Road	(OH-SU-043.0000-RD)
05 Thursby Road	(OH-SU-050.0000-RD)
06 Koons Road	(OH-SU-060.0000-RD)
07 S. Arlington Road	(OH-SU-070.0000-RD)

<b>08 Killinger Road</b>	(OH-SU-078.0000-RD)
<b>09 Christman Road</b>	(OH-SU-083.0000-RD)
<b>10 Comet Road</b>	(OH-SU-092.0000-RD)
<b>11 S. Main Street</b>	(OH-SU-098.0000-RD)
<b>12 Wise Road - Driveway Access</b>	(OH-SU-020.0000-TAR-1-35.6)
<b>13 S. Arlington Road - Driveway Access</b>	(OH-SU-071.0020-TAR1.5-39.8)
<b>14 Killinger Road - Driveway Access</b>	(OH-SU-78.0000-RD-PAR-1-40.1)

The Easement across the Properties of Grantor are more particularly shown on the plats/drawings entitled Exhibit "A" ("Drawing") attached hereto as Exhibit A and made a part hereof. Unless shown on the Drawing, Grantee shall not construct any above-ground facilities in the Easement without Grantor's consent, except for pipeline markers, cathodic protection devices, vent pipes, or other appurtenances as may be required by applicable law and/or regulatory and safety requirements.

1. Notwithstanding anything to the contrary as shown on the Drawing, the permanent and exclusive easement rights granted to Grantee shall extend to and include contiguous public or private roads and ways to the full extent of Grantor's interest therein for the purpose of ingress and egress to the Easement.

2. Also included in this Grant of Easement is the use of the following if and to the extent shown on the Drawing: (a) temporary access roads (the "Temporary Access Road", whether one or more) to access the Temporary Work Space (as herein defined) and the Easement; (b) temporary driveways, construction work areas/CWA and/or temporary work spaces (collectively, the "Temporary Work Space") adjacent to and generally parallel with the Easement for construction, operation and maintenance of the Pipeline Facilities. Grantor's granting of the Temporary Access Road and Temporary Work Space to Grantee shall be on an exclusive basis during the full term of twenty four (24) months from the start of construction of the Pipeline Facilities on the Properties. Grantor shall grant no third party any right to use the Temporary Access Road or Temporary Work Space prior to the expiration of Grantee's exclusive term to use the Temporary Access Road and/or Temporary Work Space. To the extent the Grantor will be issuing permits relating to the roadways/driveways referenced above, the Grantor agrees to do so within ten (10) calendar days of Grantee's contractor submitting such permits.

3. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, but not limited to, the right, to be exercised at any time in Grantee's sole and absolute discretion, to remove, clear and to keep clear all buildings (including, but not limited to, sheds, garages, and other structures, whether on foundations or not), walls or similar structures, above- or below-ground swimming pools, decks, rocks, trees, brush, limbs, and other obstructions including, but not

limited to, pipelines and conduits within the Easement, Temporary Access Road and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Access Road and Temporary Work Space as to the Temporary Work Space and Temporary Access Road only) that may interfere with the Grantee's use of the Easement, Temporary Access Road and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space and Temporary Access Road as to the Temporary Work Space and Temporary Access Road only), and the free and full right of ingress and egress, over and across said Easement, Temporary Access Road and Temporary Work Space (prior to the expiration of Grantee's right to use the Temporary Work Space and Temporary Access Road as to the Temporary Work Space and Temporary Access Road only). Subject to the terms of this Grant of Easement, after construction and installation of the Pipeline Facilities is completed, Grantor may plant crops (but in no event trees) within the Easement and harvest the same from time-to-time.

4. Grantor is not permitted to conduct any of the following activities on the Easement and, when applicable, the Temporary Work Space or Temporary Access Road: (1) construct any temporary or permanent building; (2) allow any of Grantor's agents, employees, contractors, representatives, or invitees to be on the Easement, Temporary Work Space and/or Temporary Access Road during construction of the Pipeline Facilities; (3) drill or operate any well not existing as of the date of this Grant of Easement; (4) remove soil or change the grade or slope (other than in the public roadways referenced in this Grant of Easement); (5) impound surface water; or (6) plant trees or landscaping. In the event the terms of this paragraph are violated, Grantee shall have the right to remedy such violation including but not limited to removal of the installations not allowed under this paragraph.

5. Grantor and Grantee agree that the consideration for this Grant of Easement includes payment for: (i) the fair market value of the rights granted to Grantee by Grantor in this Grant of Easement, including but not limited to the Easement, Temporary Work Space and Temporary Access Road; (ii) the right to survey; (iii) the value of the rights granted to Grantee by Grantor, and all damages of every kind and character caused to the surface of the Properties arising from or relating to initial construction and installation of the Pipeline Facilities (including restoration activities) and including damages to growing crops and timber, and the reestablishment of growing crops; and (iv) the diminution in value, if any, to the Properties and/or loss in value to the residue of the Properties as a result of this Grant of Easement. Further, Grantee shall pay Grantor for damage resulting from the exercise of the rights herein granted which may occur on the Properties outside of the Easement, Temporary Work Space and/or Temporary Access Road during initial construction activities on the Properties; provided, however, Grantee shall not be liable for damages which arise from Grantor's negligence or intentional misconduct, or any actions or omissions of Grantor, their employees, agents, invitees, or lessees.

6. After the Pipeline Facilities have been constructed, Grantee shall pay Grantor the fair market value for any and all damages resulting from the exercise of the rights herein granted which may occur on the Properties to growing crops, cultivated land, pasturage, timber, fences, drain tile, or buildings of Grantor; provided, however, Grantee shall not be liable for damages which arise from Grantor's negligence or intentional misconduct, or any actions or omissions of Grantor, their employees, agents, invitees, or lessees (the "Post-Construction Damages"). In the alternative to being paid fair market value for the Post-Construction Damages, Grantor may elect to have Grantee repair said damage, at the sole cost and expense of Grantee, as near as reasonably possible to what existed prior to the start of construction of the Pipeline Facilities. Notwithstanding the foregoing, after the Pipeline Facilities have been constructed hereunder, Grantee shall not be liable for damages in the future caused by keeping the Easement clear of trees, undergrowth, brush, structures, or any other obstructions or complying with the terms in Paragraph 4 above. Grantee shall monitor and maintain the Easement while this Grant of Easement is in effect in accordance with applicable law and regulations. Grantee also has the right to mow the Easement and to trim or cut down or eliminate trees or shrubbery, but not crops, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Pipeline Facilities and to remove possible hazards thereto. In terms of maintenance, Grantee agrees there will be no spraying of herbicides or pesticides within the Easement and Temporary Work Space without the prior written consent of Grantor.

7. The pipeline will be buried so that the top of the pipeline is at least forty-eight inches (48") below the surface of the ground where reasonably possible. At those locations where rock is encountered, the pipeline may be buried at a lesser depth. Notwithstanding the foregoing, Grantee shall construct the pipeline so as to maintain a minimum six (6) inches' clearance between the top of the pipeline and any existing drain tile systems within the Easement.

8. Subject to the terms of this Grant of Easement including the limitations set forth in this paragraph, Grantor may use the Easement for any and all purposes not inconsistent with the purposes set forth in this Grant of Easement. Prior to performing, or allowing to be performed, any work within the Easement, Grantor shall provide forty-five (45) days prior written notice (including copies of written plans) to Grantee to allow Grantee to review and approve such work (including the installation of mains and/or utility lines), which approval shall not be unreasonably withheld, delayed, or denied. Notwithstanding any such approval provided by Grantee: (a) Grantor's activities shall not interfere with Grantee's rights under this Easement, particularly its ability to safely construct, operate, maintain and inspect the Pipeline Facilities; (b) Grantor shall remain responsible for one-call/call before you dig notifications; (c) any crossings of the Easement shall be made as close as reasonably practicable to perpendicular to the pipeline and Easement; and (e) Grantor shall remain liable for any damages resulting from its activities. Grantee shall be entitled to be present during

any approved installations in the Easement area. The use of the Easement by Grantor and/or Grantor's grantee(s) shall be regulated by all appropriate ordinances, regulations, resolutions, or laws of the governmental entities with authority over the Easement and the Pipeline Facilities.

9. Grantee agrees to restore the areas of the Properties disturbed by Grantee to as near as reasonably possible to what existed prior to the start of construction of the Pipeline Facilities on the Properties.

10. To the extent practicable, Grantee shall employ double ditch techniques to segregate topsoil from subsoil within the pipeline trench on the Properties during initial construction of the Pipeline Facilities.

11. There shall be no hunting, fishing, swimming, camping, or similar activities on or about the Property by Grantee, its officers, employees, contractors, or representatives at any time. Further, there shall be no firearms, explosives or other weapons brought onto the Property by Grantee, its officers, employees, contractors, or representatives at any time.

12. The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged and mortgaged, and shall be appurtenant to and run with the land and be binding upon and inure to the benefit of the Grantee and its successors, assigns, heirs and legal representatives.

13. The failure of Grantee to exercise or any delay of Grantee in exercising any rights herein conveyed in any single instance or from time to time shall not be considered or construed as a waiver of such right or rights and shall not bar Grantee from exercising such right or rights, or, if necessary, seeking an appropriate remedy in conjunction with the exercise or violation of such right or rights from time to time.

14. This Grant of Easement shall terminate, or be deemed to have terminated, if and only if (i) the Federal Energy Regulatory Commission, or its successor agency, has issued an authorization for Grantee to abandon the Pipeline Facilities or (ii) Grantee notifies Grantor in writing of its intent to terminate this Grant of Easement. In the event of any such termination and upon the written request of Grantor, Grantee shall furnish Grantor with a release of the Grant of Easement.

15. Any and all written notices to which the parties shall be entitled hereunder or under any law, statute, rule, regulation, order, ordinance or policy of any governmental agency or entity having jurisdiction of the subject matter for which this Grant of Easement is granted, shall be deemed delivered when the same has been placed in the U.S. Mail in a properly stamped envelope or other appropriate mail container, addressed to the addresses

shown below, bearing the adequate amount of postage to result in delivery of same to the address shown thereon, and sent by certified mail, return receipt requested, to the party to whom such notice is given. In the alternative, either party may give such notice by United Parcel Service (UPS), Federal Express or other similar national expedited mail service guaranteeing not later than two (2) day delivery of any such letter or notice to the addresses provided for herein.

- a) Grantor and Grantee designate the following persons and addresses for all notices and information to be delivered hereunder:

Grantor: City of Green, an Ohio municipal corporation  
1755 Town Park Boulevard, Green, Ohio 44685

Grantee: NEXUS Gas Transmission, LLC,  
5400 Westheimer Court, Houston, Texas 77056

- b) Such persons, addresses may be changed by the respective party by delivering written notice of such change to the other party.

16. This Grant of Easement shall be interpreted, enforced and governed under the laws of the State of Ohio. Venue for any dispute arising under this Grant of Easement shall be proper in Federal District Court for the Northern District of Ohio, Eastern Division, Akron Office.

17. The undersigned, states, affirms and certifies as of the date hereof that the undersigned is the legal owner of the Properties and is authorized pursuant to the laws of the State of Ohio to execute, acknowledge and deliver this Grant of Easement in the Properties of Grantor.

18. The execution, delivery, and performance of this Grant of Easement have been duly and validly authorized by all requisite action, corporate or otherwise, on the part of the Grantor and Grantee, including formal written approval from any governing body of Grantor. Further, the party signing on behalf of Grantor has authority to sign this Grant of Easement and to bind the Grantor.

19. From time to time, and at the request of Grantee, the Grantor (without additional consideration) shall execute and deliver such additional documents and instruments which are necessary or appropriate to effectuate and perform the provisions of this Grant of Easement.

20. Grantor has agreed to refrain and shall refrain, directly or indirectly, from interfering with Grantee's construction, installation, maintenance and/or operation of the Pipeline Facilities relating to the above-described Properties or on any other property or interest within the City of Green along the NEXUS project route, including but not limited to enforcing any local charter provisions, ordinances, or other local regulations and/or laws that purport to preclude or otherwise negatively impact the Grantee's project.

21. The language of this Grant of Easement shall never be read or construed as language of special limitation. This Grant of Easement shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Grant of Easement. In the event that Grantee has not complied with all of its express obligations hereunder, Grantor shall give Grantee written notice thereof describing specifically the respects in which Grantee has allegedly breached this Grant of Easement. Grantee shall have sixty (60) calendar days after receipt of such notice within which to cure or commence to cure the breach(es) alleged by Grantor. After the expiration of such sixty (60) calendar days, if Grantee has not cured or commenced to cure the alleged breach(es), Grantor shall have the right to exercise all rights and remedies granted it at law. The service of said notice shall be precedent to the bringing of any action by the Grantor arising from or relating to the Grant of Easement, and no such action shall be brought until the lapse of sixty (60) calendar days after service of such notice to Grantee. Neither the service of said notice nor the doing of any acts by Grantee aimed to cure all or any part of the alleged breaches or defaults shall be deemed an admission or presumption that Grantee has failed to perform all its obligations.

22. Grantee shall comply with all applicable federal and state laws and/or regulations with respect to the construction, maintenance, and operation of the Pipeline Facilities, including but not limited to Grantee's most recent *Erosion and Sediment Control Plan* as filed with the Federal Energy Regulatory Commission ("FERC") in the docket for the NEXUS project.

23. At all times Grantee is conducting activities within the Easement, Grantor shall maintain the following insurance policies:

- i. Commercial General Liability insurance including products-completed operations, independent contractors, and contractual liability coverages. Coverage under this policy shall have minimum limits of Twenty-Five Million Dollars (\$25,000,000.00) (at least \$2,000,000.00 for Grantee's contractors and agents) per occurrence, combined single limit for bodily injury (including disease or death), personal injury, and property damage (including loss of use) liability;

- ii. Automobile Liability insurance, including coverage for non-owned automobiles and other vehicles, with minimum limits of Ten Million Dollars (\$10,000,000.00) (at least \$2,000,000.00 for Grantee's contractors) per occurrence, combined single limit;
- iii. Workers' Compensation insurance coverage in the statutory amounts under the relevant worker's compensation act(s).
- iv. Employers Liability Insurance with limits of One Million Dollars (\$1,000,000.00).

Except for Workers' Compensation insurance, all such policies shall provide a waiver of subrogation against Landowner. Except for Worker's Compensation insurance, all certificates shall further name Grantor as an additional insured. A Certificate of Insurance evidencing coverage shall be provided to the City Law Department at the above City address. The insurance policies required by this provision shall not be canceled or allowed to lapse, without first giving at least thirty (30) days' notice in writing to the City, with receipt of notice acknowledged. Grantee may self-insure any of the coverages required herein to the extent that Grantee maintains a self-insurance program and provided that, Grantee's senior unsecured debt is rated at investment grade, or better, by Standard & Poor's or Moody's and that its self-insurance program meets the minimum insurance requirements set forth herein.

Grantee shall make commercially reasonable efforts to require its contractors to obtain insurance coverage in accordance with this section.

24. Grantee agrees to indemnify and hold harmless Grantor from and against claims, actions, suits, liens, costs (including reasonable attorneys' fees) or demands for injuries and damages occurring as a direct result of Grantee's negligence or intentional misconduct in using the Easement except to the extent such damages, costs, claims or liabilities arise from Grantor's negligence or intentional misconduct, or any actions or omissions of Grantor, their employees, agents, invitees, or lessees for which such parties may be strictly liable under law.

*Signatures begin on following page*

IN WITNESS WHEREOF, Grantor executes this Grant of Easement this 7<sup>th</sup> day of February, 2018.

Grantor:

The City of Green,  
an Ohio municipal corporation

X   
Gerard Neugebauer, Mayor

ACKNOWLEDGMENT

STATE OF Ohio

COUNTY OF Summit

}  
SS

On this 7<sup>th</sup> day of February, 2018, before me, the undersigned notary public, personally appeared Gerard M. Neugebauer who proved to me through satisfactory evidence of identification, which was the Mayor, acknowledged himself/herself to be of the City of Green, being authorized to do so, to be the person(s) whose name(s) is(are) signed on the preceding or attached document, and acknowledged to me that she/he/they signed it voluntarily, for its stated purposes.

  
Notary Public  
My Commission Expires:

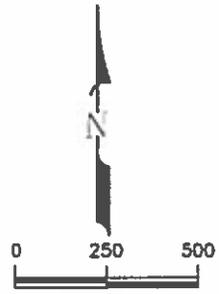
This instrument prepared by: Jeff Dehner, Esq., 6050 Oak Tree Blvd, Suite 200, Independence, Ohio 44131

# EXHIBIT "A"

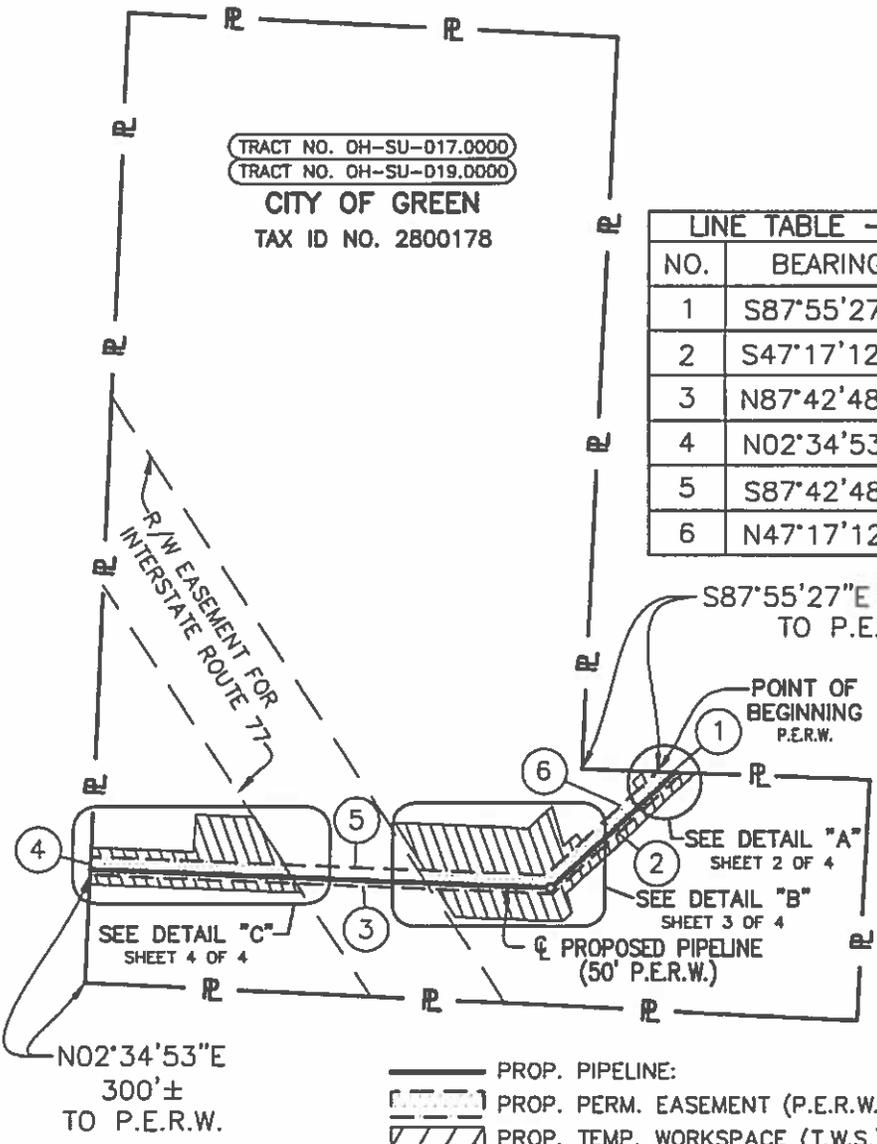
CITY OF GREEN, SUMMIT COUNTY, OHIO  
T 12 N, R 9 W : SECTIONS 23 & 24

REVISIONS 0 ISSUED FOR ACQUISITION - 03/17/2016  
 1 REMISED WORKSPACE - 05/23/2017  
 2 ISSUED FOR USE - 08/19/2017

TRACT NO. OH-SU-017.0000  
 TRACT NO. OH-SU-019.0000  
**CITY OF GREEN**  
 TAX ID NO. 2800178



LINE TABLE - P.E.R.W.		
NO.	BEARING	DISTANCE
1	S87°55'27"E	70.97'
2	S47°17'12"W	486.03'
3	N87°42'48"W	1,266.04'
4	N02°34'53"E	50.00'
5	S87°42'48"E	1,245.07'
6	N47°17'12"E	414.95'

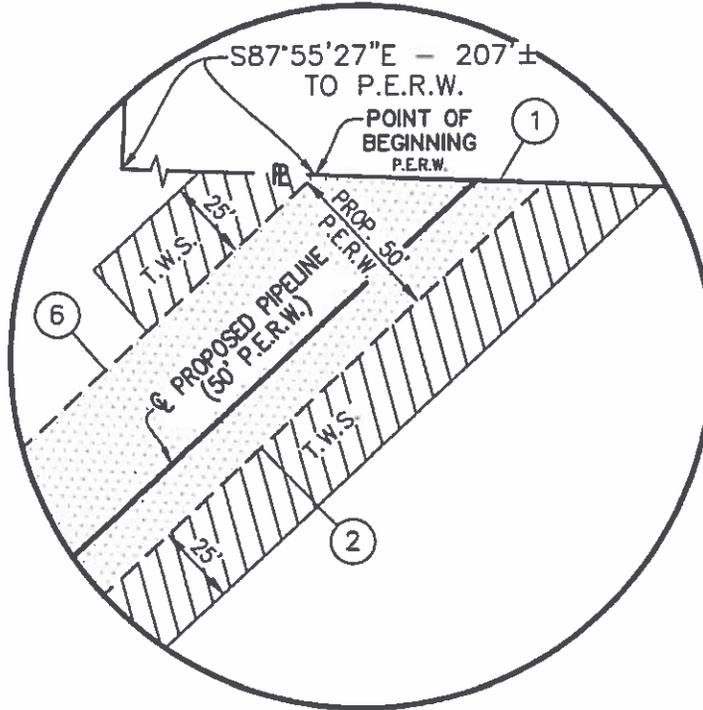
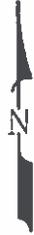


PREPARED FOR: <b>NEXUS Gas Transmission, LLC</b> 	PREPARED BY: <b>Universal Pegasus INTERNATIONAL</b> <small>A Subsidiary of Huntington Ingalls Services COA: Universal Enaco, Inc.</small> 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX 77081 PH. 713-977-7770	JOB NO. 22203 DATE: 02/25/2016 DRAWN: DCM/TDB APPROVED: JP SCALE: 1"=500'	<h2 style="margin: 0;">EXHIBIT "A"</h2> <p style="margin: 0;">THE PROPERTY OF CITY OF GREEN</p>
			SHEET 1 OF 4    DOC. NO. 22203-250-PSK-10531    DWG. NO. OH-SU-017.0000    REV 2

REVISIONS 0 ISSUED FOR ACQUISITION - 03/17/2016 1 REVISED WORKSPACE - 05/23/2017 2 ISSUED FOR USE - 08/19/2017

EXHIBIT "A"

CITY OF GREEN, SUMMIT COUNTY, OHIO  
T 12 N, R 9 W : SECTIONS 23 & 24



DETAIL "A"  
N.T.S.

SURVEYOR'S SEAL



NOTES:

1. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
2. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT WAS PREPARED UNDER MY DIRECT SUPERVISION AND THE PROPERTY LINES IDENTIFIED HEREIN ARE BASED UPON RECORD DATA ONLY AND DOES NOT MEET THE MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS DEFINED BY SECTION 4733-037 OF THE OHIO ADMINISTRATIVE CODE.

*Joseph Paulin* 25 AUGUST 2017

JOSEPH PAULIN, P.S. DATE:  
OHIO PROFESSIONAL SURVEYOR S-8624

PREPARED FOR: <b>NEXUS Gas Transmission, LLC</b> 	PREPARED BY: <b>Universal Pegasus INTERNATIONAL</b> <small>A subsidiary of Hydrogen Energy Solutions COA: Universal Enecs, Inc.</small> 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770	JOB NO. 22203	<b>EXHIBIT "A"</b> THE PROPERTY OF CITY OF GREEN			
		DATE: 02/25/2016				
		DRAWN: DCM/TDB				
		APPROVED: JP				
		SCALE: N.T.S.	SHEET 2 OF 4	DOC. NO. 22203-250-PSK-10531	DWG. NO. OH-SU-017.0000	REV 2

# EXHIBIT "A"

CITY OF GREEN, SUMMIT COUNTY, OHIO  
T 12 N, R 9 W : SECTIONS 23 & 24



ISSUED FOR USE - 08/19/2017

2

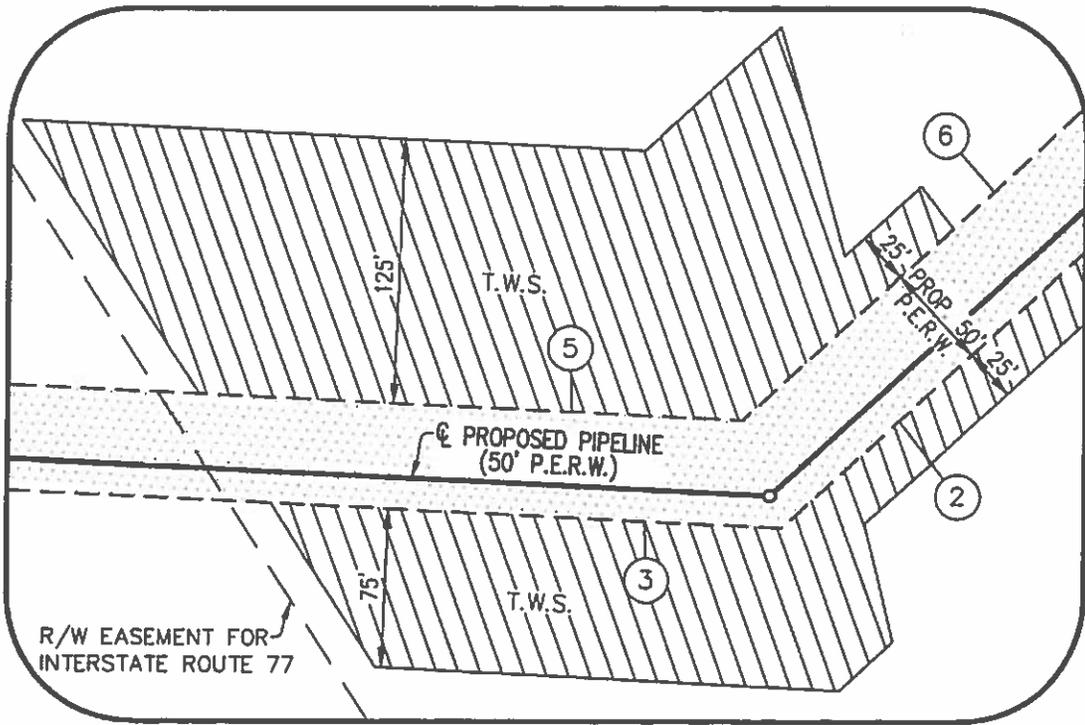
REVISED WORKSPACE - 05/23/2017

1

ISSUED FOR ACQUISITION - 03/17/2016

0

REVISIONS



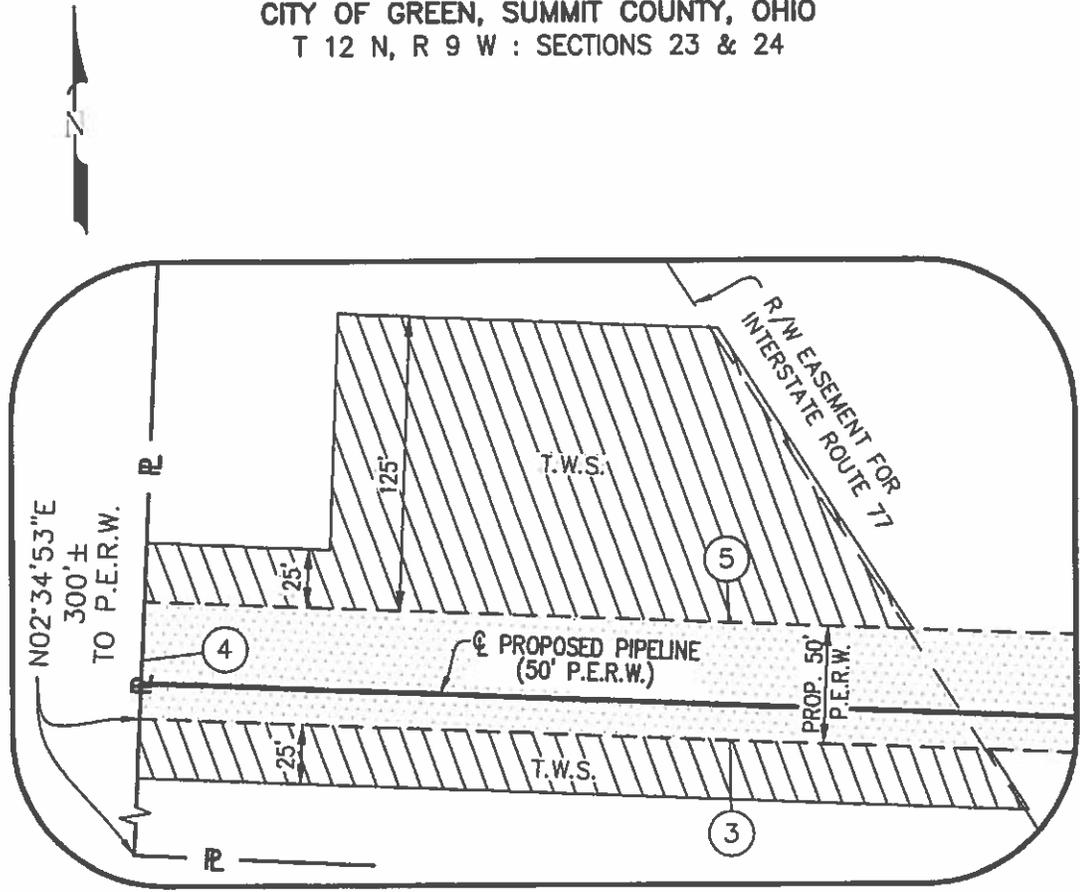
DETAIL "B"  
N.T.S.

PREPARED FOR: <b>NEXUS Gas Transmission, LLC</b> 	PREPARED BY:  <b>Universal Pegasus INTERNATIONAL</b> <small>A Subsidiary of Halliburton Energy Services COA: Universal Eneco, Inc.</small> 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770	JOB NO. 22203	<b>EXHIBIT "A"</b> THE PROPERTY OF CITY OF GREEN		
		DATE: 02/25/2016 DRAWN: DCM/TDB APPROVED: JP			
SCALE: N.T.S.		SHEET 3 OF 4	DOC. NO. 22203-250-PSK-10531	DWG. NO. OH-SU-017.0000	REV 2

REVISIONS 0 ISSUED FOR ACQUISITION - 03/17/2016 1 REVISED WORKSPACE - 05/23/2017 2 ISSUED FOR USE - 08/19/2017

EXHIBIT "A"

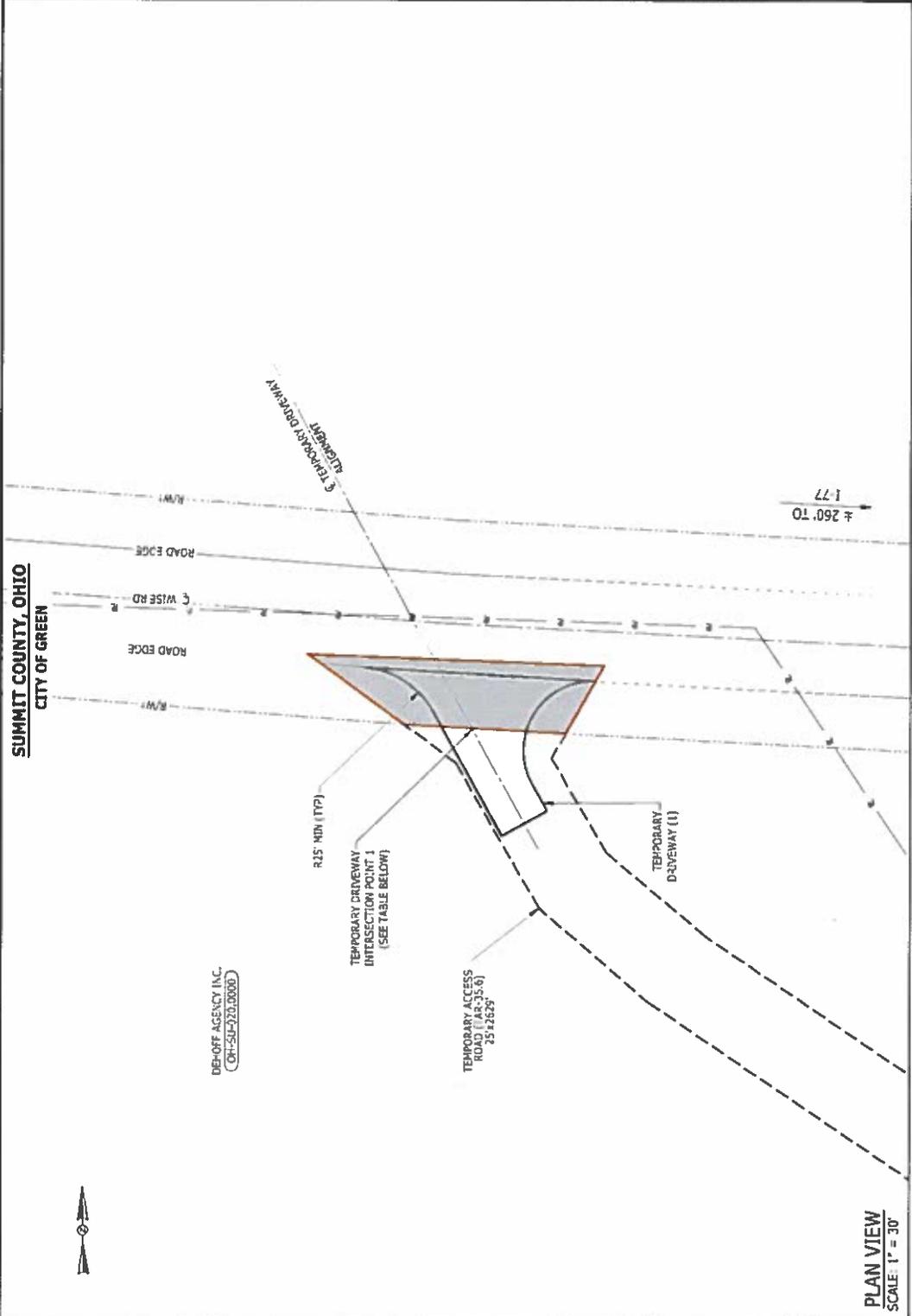
CITY OF GREEN, SUMMIT COUNTY, OHIO  
T 12 N, R 9 W : SECTIONS 23 & 24



DETAIL "C"  
N.T.S.

PREPARED FOR: <b>NEXUS Gas Transmission, LLC</b> 	PREPARED BY:  <b>Universal Pegasus INTERNATIONAL</b> <small>A Subsidiary of Halliburton Energy Services COA: Universal Enaco, Inc.</small> 4848 LOOP CENTRAL DR. Suite 100 HOUSTON, TX. 77081 PH. 713-977-7770	JOB NO. 22203	<b>EXHIBIT "A"</b> THE PROPERTY OF CITY OF GREEN			
		DATE: 02/25/2016				
		DRAWN: DCM/TDB				
		APPROVED: JP				
		SCALE: N.T.S.	SHEET 4 OF 4	DOC. NO. 22203-250-PSK-10531	DWG. NO. OH-SU-017.0000	REV 2

**SUMMIT COUNTY, OHIO**  
**CITY OF GREEN**



DEWOLF AGENCY INC.  
OH-SU-20-0000

**PLAN VIEW**  
SCALE: 1" = 30'

 - FERC CERTIFICATED WORK SPACE (0.0300 AC)



**NEXUS.**  
GAS TRANSMISSION

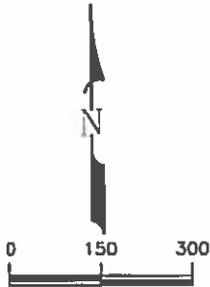
ACCESS ROAD TAR-35.6

LOC. SUMMIT COUNTY, OHIO			
PARCEL NO. OH-SU-020.0000			
DRN. BY	SB	CHK. BY	DOB
DATE	29-JUN-17	DESCRIPTION	IFPT
Y.O.		SCALE	AS SHOWN
DWG. NO. HANO-P-8226-A			SHEET 1 OF 1



# EXHIBIT "A"

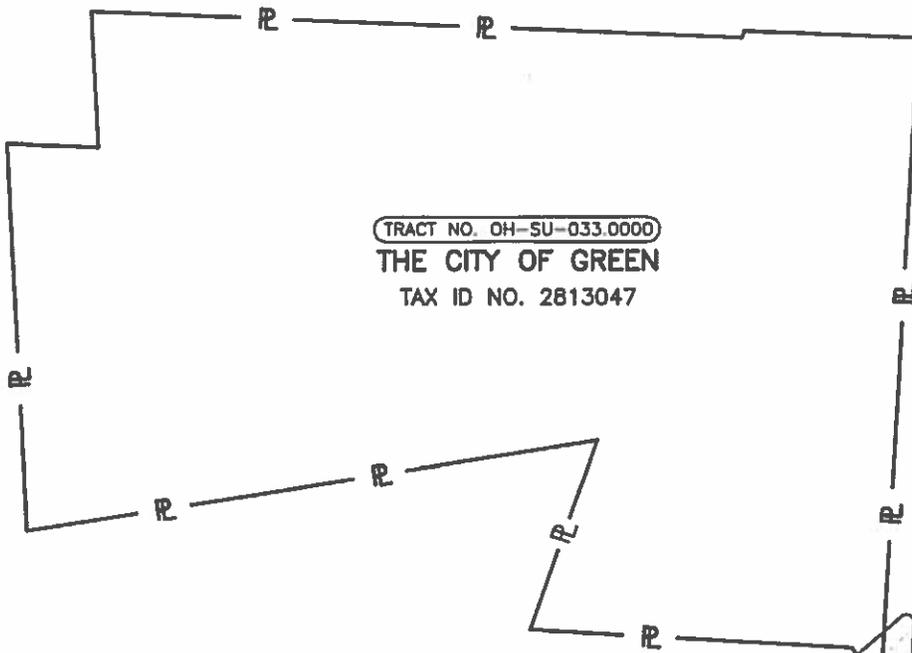
CITY OF GREEN, SUMMIT COUNTY, OHIO  
T 12 N, R 9 W : SECTION 27



ISSUED FOR USE - 08/30/2017

ISSUED FOR ACQUISITION - 10/16/2015

REVISIONS



TRACT NO. OH-SU-033.0000  
THE CITY OF GREEN  
TAX ID NO. 2813047

☉ PROPOSED PIPELINE  
(50' P.E.R.W.)  
SEE DETAIL "A"  
SHEET 2 OF 2

— PROP. PIPELINE: 3'  
[Shaded Area] PROP. PERM. EASEMENT (P.E.R.W.): 639 ± SQ. FT.

PREPARED FOR:  
NEXUS Gas  
Transmission, LLC  
**NEXUS**  
GAS TRANSMISSION

PREPARED BY:  
 Universal Pegasus  
INTERNATIONAL  
A Subsidiary of Huntington Ingalls Industries  
COA: Universal Enasco, Inc.  
4848 LOOP CENTRAL DR.  
Suite 100  
HOUSTON, TX. 77081  
PH. 713-977-7770

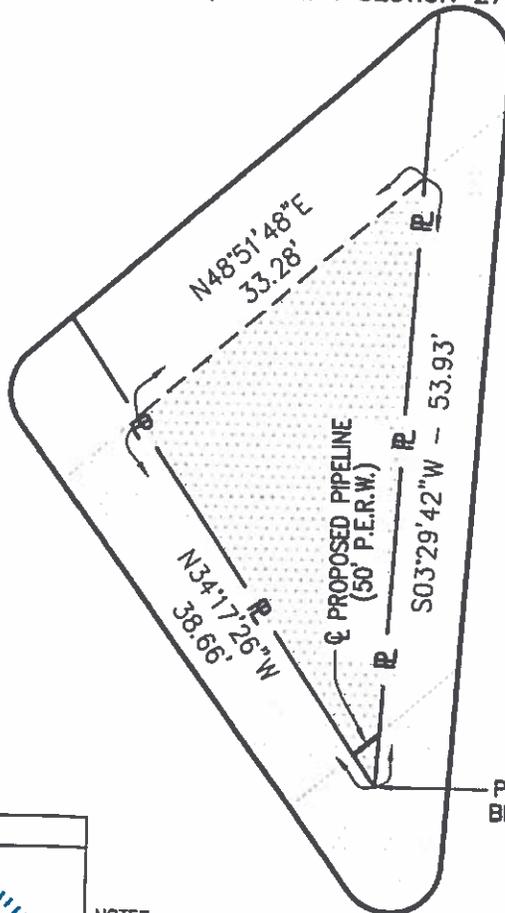
JOB NO. 22203  
DATE: 10/08/2015  
DRAWN: DCM/MN  
APPROVED: JP

**EXHIBIT "A"**  
THE PROPERTY OF  
THE CITY OF GREEN

SCALE: 1"=300'	SHEET 1 OF 2	DOC. NO. 22203-250-PSK-10231	DWG. NO. OH-SU-033.0000	REV 1
----------------	--------------	------------------------------	-------------------------	-------

# EXHIBIT "A"

CITY OF GREEN, SUMMIT COUNTY, OHIO  
T 12 N, R 9 W : SECTION 27



DETAIL "A"  
N.T.S.

POINT OF BEGINNING  
P.E.R.W.

ISSUED FOR USE - 08/30/2017

ISSUED FOR ACQUISITION - 10/16/2015

REVISIONS

1

0

SURVEYOR'S SEAL



**NOTES:**

1. ALL BEARINGS AND DISTANCES (US SURVEY FEET) HEREIN ARE GRID AND BASED UPON THE UNIVERSAL TRANSVERSE MERCATOR PROJECTION, ZONE 17 NORTH (UTM17N), NORTH AMERICAN DATUM OF 1983 (NAD83 (2011)).
2. I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT WAS PREPARED UNDER MY DIRECT SUPERVISION AND THE PROPERTY LINES IDENTIFIED HEREIN ARE BASED UPON RECORD DATA ONLY AND DOES NOT MEET THE MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS DEFINED BY SECTION 4733-037 OF THE OHIO ADMINISTRATIVE CODE.

*Joseph Paulin*

02 SEPT 2017

JOSEPH PAULIN, P.S.  
OHIO PROFESSIONAL SURVEYOR S-8624

DATE:

PREPARED FOR:

NEXUS Gas  
Transmission, LLC



PREPARED BY:

**UniversalPegasus**  
INTERNATIONAL  
A Subsidiary of Universal Energy Holdings  
COA: Universal Energy, Inc.  
4848 LOOP CENTRAL DR.  
Suite 100  
HOUSTON, TX. 77081  
PH. 713-977-7770

JOB NO.

22203

DATE:

10/08/2015

DRAWN:

DCM/MN

APPROVED:

JP

SCALE:

N.T.S.

**EXHIBIT "A"**

THE PROPERTY OF  
THE CITY OF GREEN

SHEET  
2 OF 2

DOC. NO.  
22203-250-PSK-10231

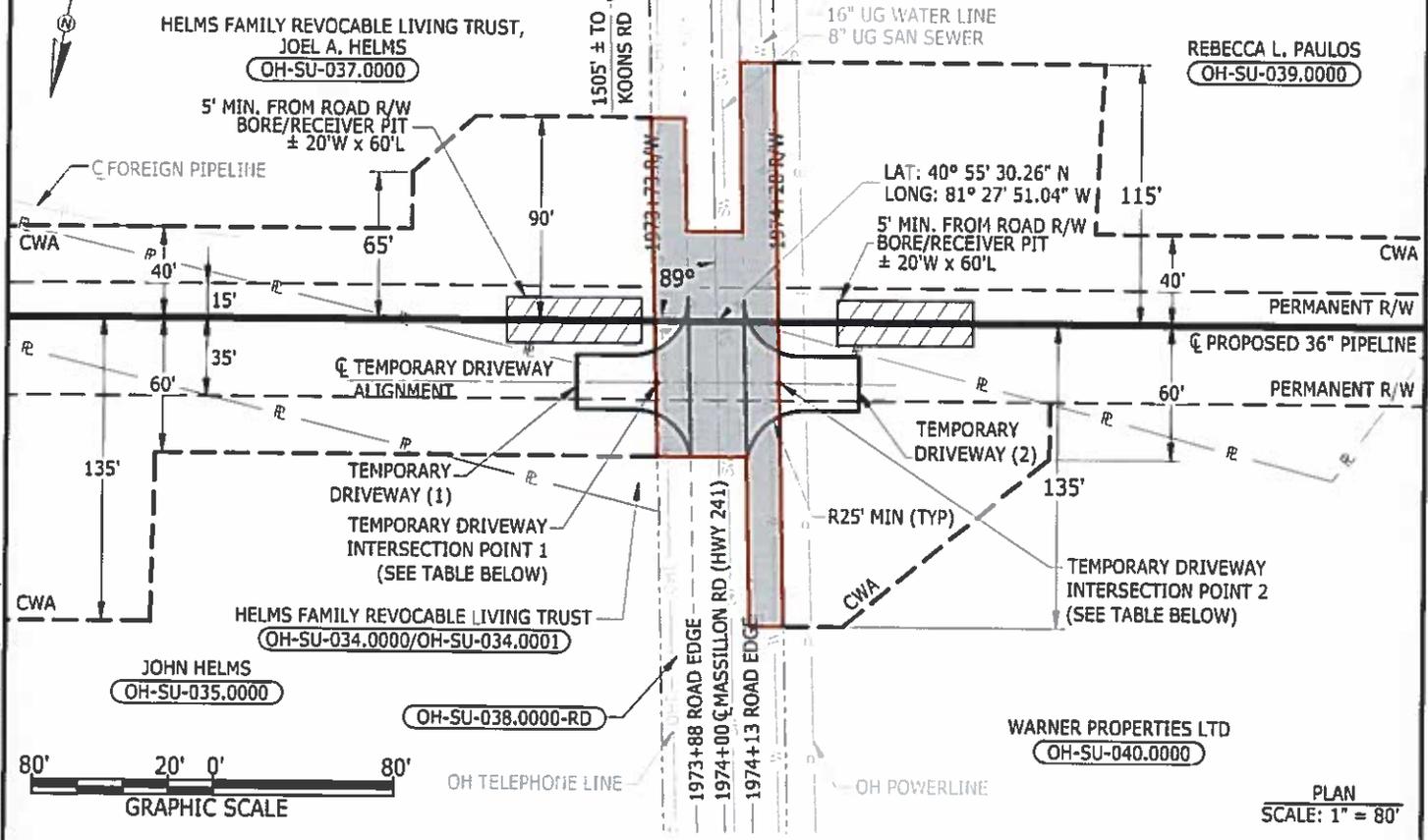
DWG. NO.  
OH-SU-033.0000

REV  
1

BU059224 July 06, 2017 3:49 pm Filename: P:\CAD\295\_PIPELINE\PERMIT CROSSING\DRIVEWAY PERMIT\WORKING DWG\HANO-P-8148-A\_CAD.DWG

**SUMMIT COUNTY, OHIO**

CITY OF GREEN



PLAN  
SCALE: 1" = 80'

- FERC CERTIFICATED WORK SPACE (0.1960 AC)



<b>MASSILLON RD (HWY 241) CROSSING</b>				
LOC. SUMMIT COUNTY, OHIO		PARCEL NO. OH-SU-038.0000-RD		
DRN. BY SB	CKD. BY DOB	ENG. DOB	DATE 20-JUN-17	DESC. IFPT
W.O.	SCALE AS SHOWN	DWG. NO. HANO-P-8148-A	REV. OA	



SUMMIT COUNTY, OHIO  
CITY OF GREEN

THE REYMANN FOUNDATION  
OH-SU-044.0001

MARK A. & MICHELLE L. LOVELAND  
OH-SU-043.0010

SANDRA R. PRAZNIK  
OH-SU-044.0000

LAT: 40° 55' 21.78" N  
LONG: 81° 28' 17.19" W

EUGENE R. & REBECCA S. MARTZ  
OH-SU-041.0000

SANDRA R. PRAZNIK  
OH-SU-045.0000

OH-SU-043.0000-RD

Filename: P:\CAD\255\_PIPELINE\PERMIT CROSSING\DRIVEWAY PERMIT WORKING DWG\HANO-P-8149-A\_04.DWG

9:02am

BU09224  
July 06, 2017



PLAN  
SCALE: 1" = 60'

- FERC CERTIFICATED  
WORK SPACE (0.1583 AC)

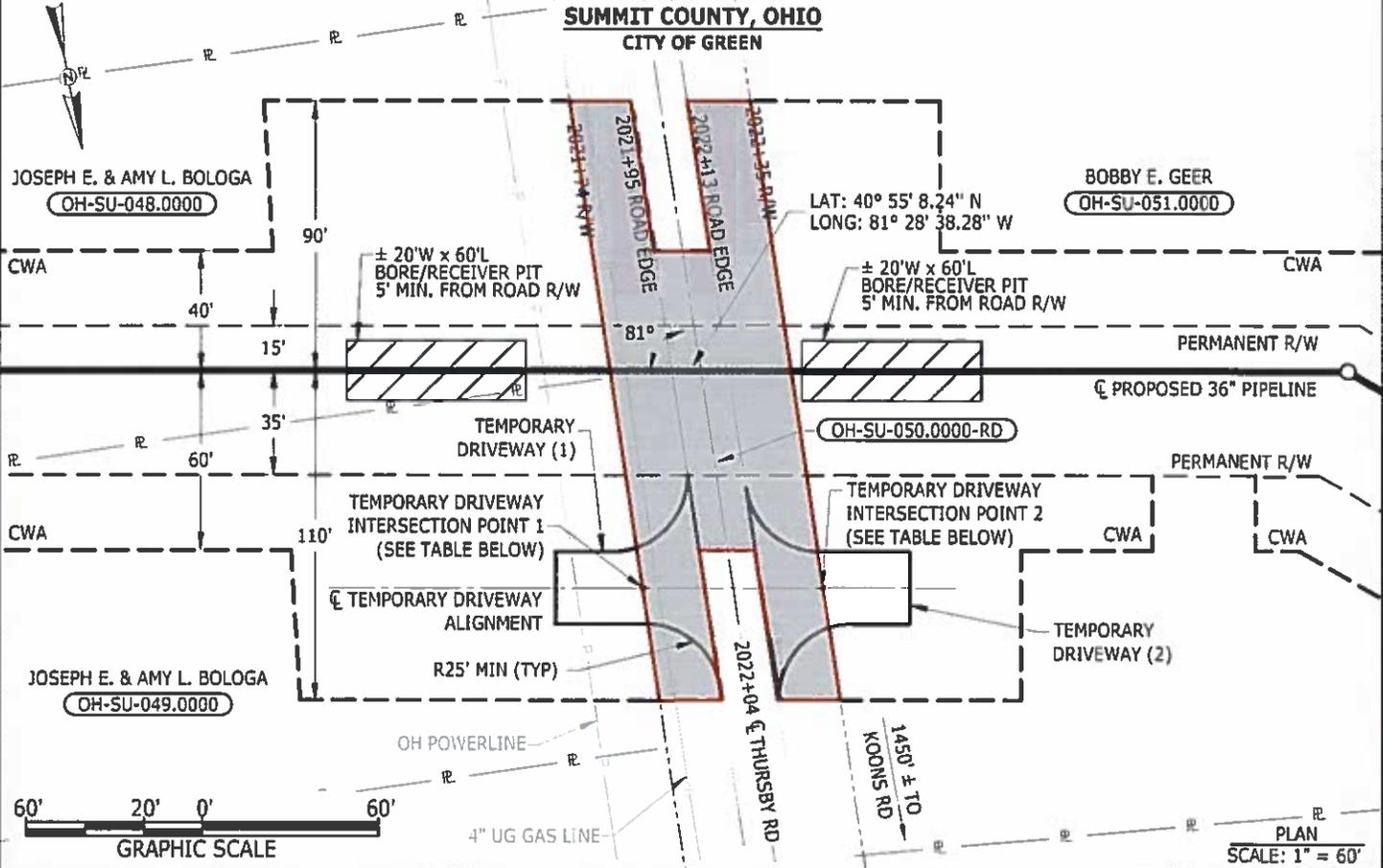


KOONS RD CROSSING

LOC. SUMMIT COUNTY, OHIO		PARCEL NO. OH-SU-043.0000-RD	
DRN. BY SB <i>[Signature]</i>	CKD. BY DOB <i>[Signature]</i>	ENG. DOB <i>[Signature]</i>	DATE 20-JUN-17
W.O.	SCALE AS SHOWN	DWG. NO. HANO-P-8149-A	REV. OA



SUMMIT COUNTY, OHIO  
CITY OF GREEN



BU059224 July 10, 2017 4:43pm Filename: P:\CAD\295\_PIPELINE\PERMIT CROSSING\DRIVEWAY PERMIT WORKING DWG\HANO-P-8150-A\_04.DWG

- FERC CERTIFICATED WORK SPACE (0.2453 AC)

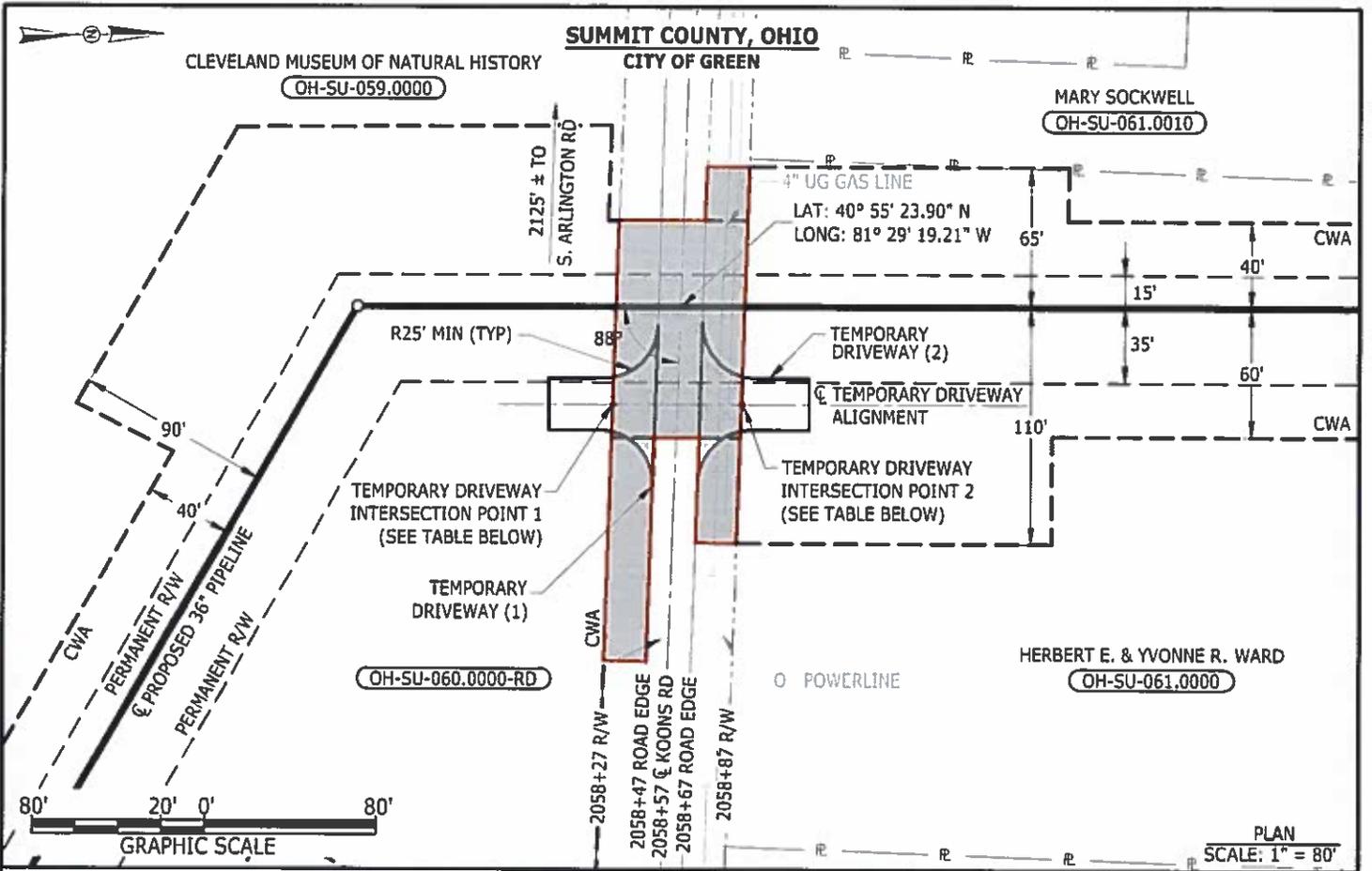


THURSBY RD CROSSING

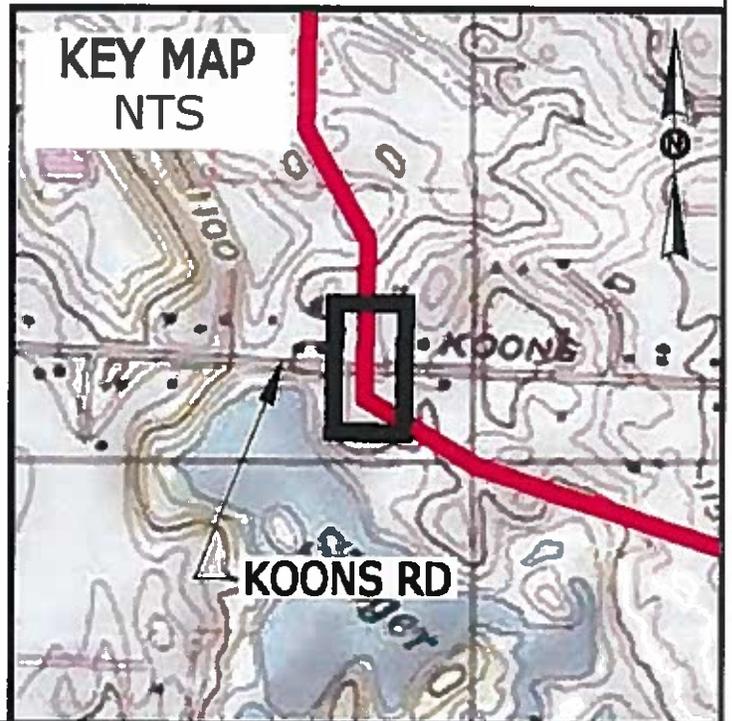
LOC. SUMMIT COUNTY, OHIO		PARCEL NO. OH-SU-050.0000-RD		
DRN. BY SB	CKD. BY DOB	ENG. DOB	DATE 28-JUN-17	DESC. IFPT
W.O.	SCALE AS SHOWN	DWG. NO. HANO-P-8150-A	REV. OA	



B085540  
 May 10, 2016  
 12:35pm  
 Filename: P:\CAD\205\_PIPELINE\PERMIT CROSSING\DRIVEWAY PERMIT\WORKING DWG\HANO\REV 0\HANO-P-8151-A\_0.DWG



- FERC CERTIFICATED WORK SPACE (0.2195 AC)



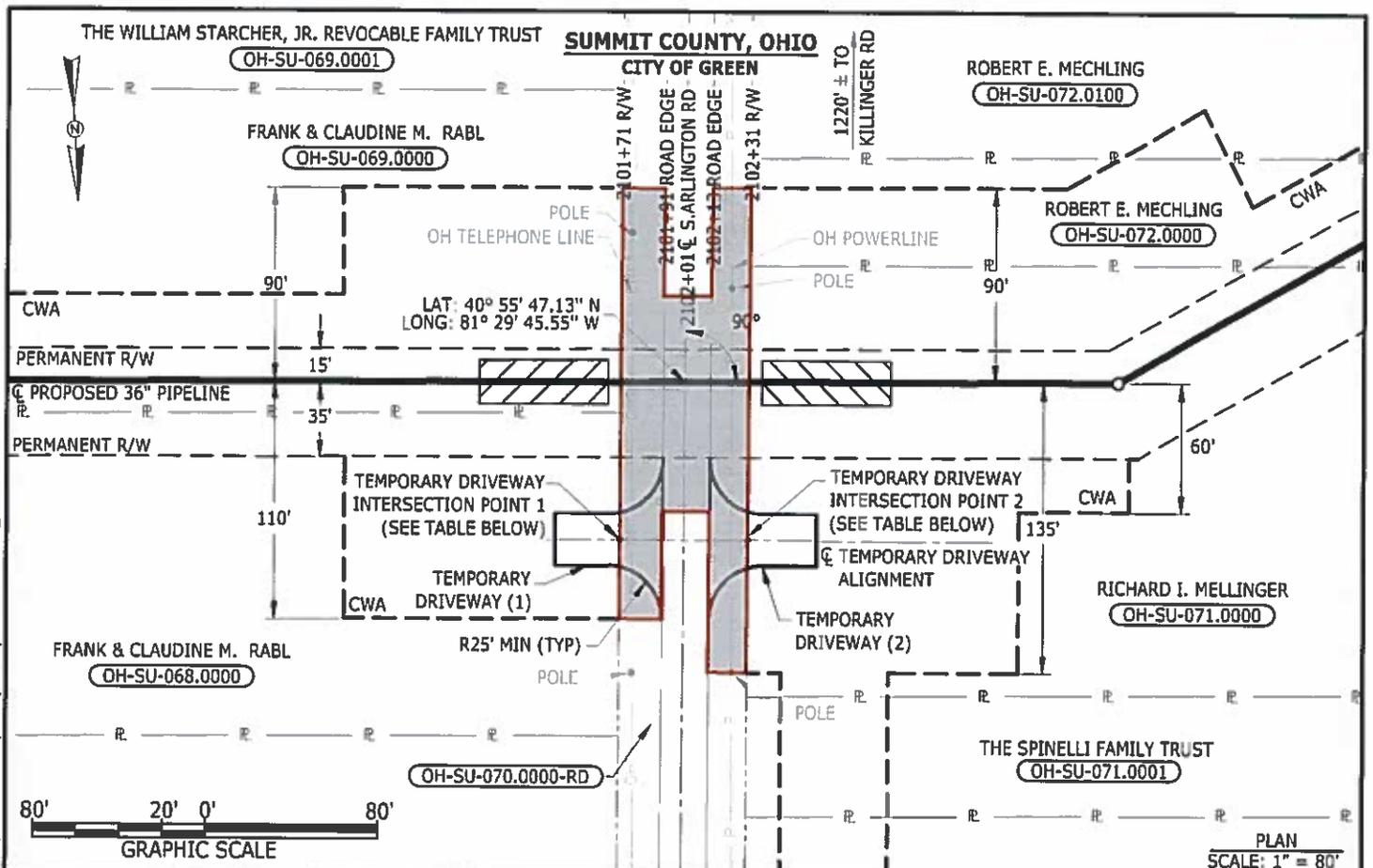
**KOONS RD CROSSING**

LOC. SUMMIT COUNTY, OHIO		PARCEL NO. OH-SU-060.0000-RD	
DRN. BY PVB	CKD. BY DOB	ENG. VP	DATE 10-MAY-16
W.O.	SCALE AS SHOWN	DWG. NO. HANO-P-8151-A	REV. 0





BEL24588 May 10, 2016 9:59am Filename: P:\CAD\295\_PIPELINE\PERMIT CROSSING\DRIVEWAY PERMIT\WORKING DWG\HANO\REV 0\HANO-P-8152-A\_0.DWG



- FERC CERTIFICATED WORK SPACE (0.2352 AC)

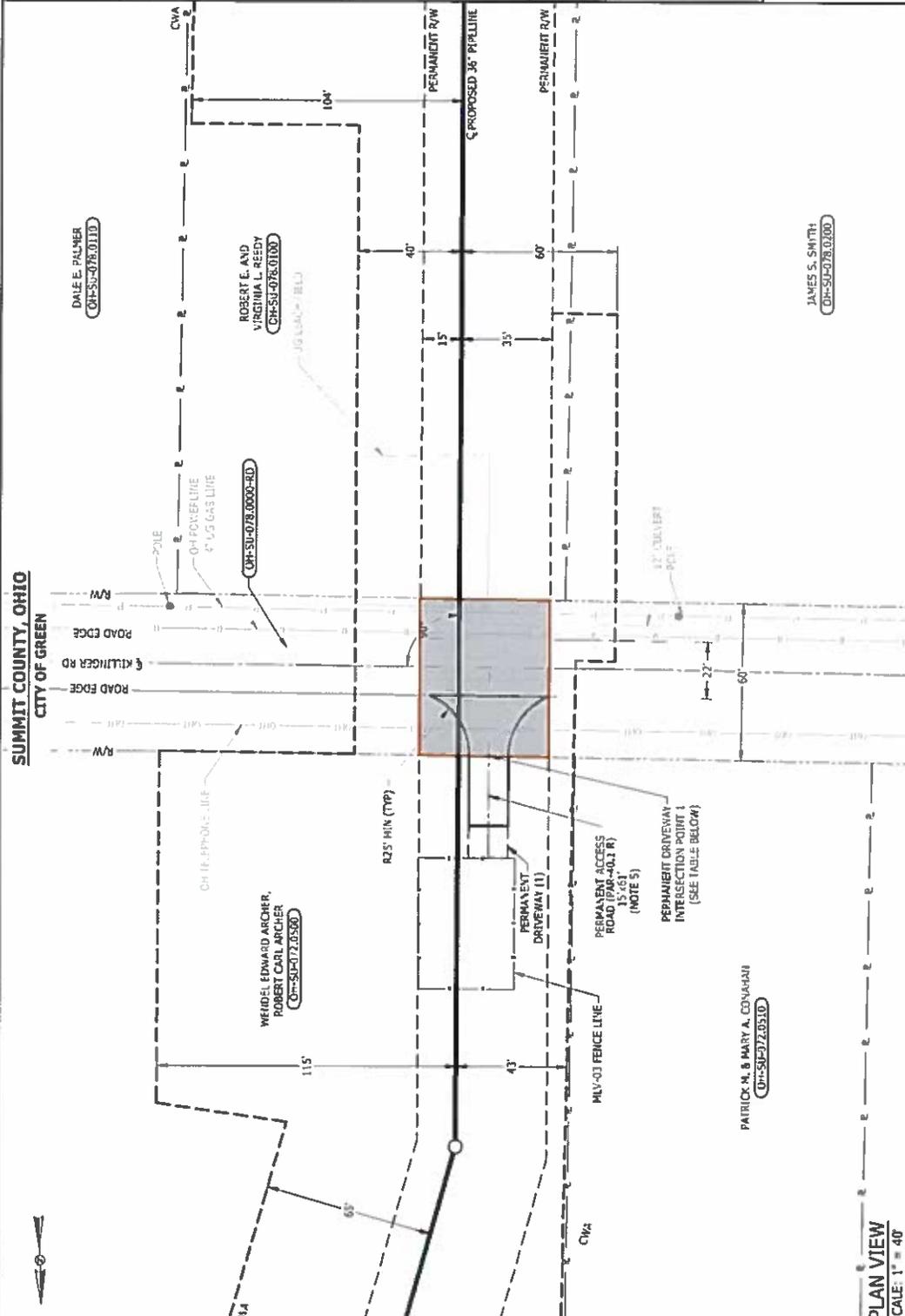


<b>S. ARLINGTON ROAD CROSSING</b>			
LOC. SUMMIT COUNTY, OHIO		PARCEL NO. OH-SU-070.0000-RD	
DRN. BY PVB	CKD. BY DOB	ENG. VP	DATE 10-MAY-16
W.O.	SCALE AS SHOWN	DWG. NO. HANO-P-8152-A	REV. 0





**SUMMIT COUNTY, OHIO**  
**CITY OF GREEN**



FERC CERTIFICATED WORK SPACE (0.0689 AC)



**NEXUS™**  
GAS TRANSMISSION

**PLAN VIEW**  
SCALE: 1" = 40'

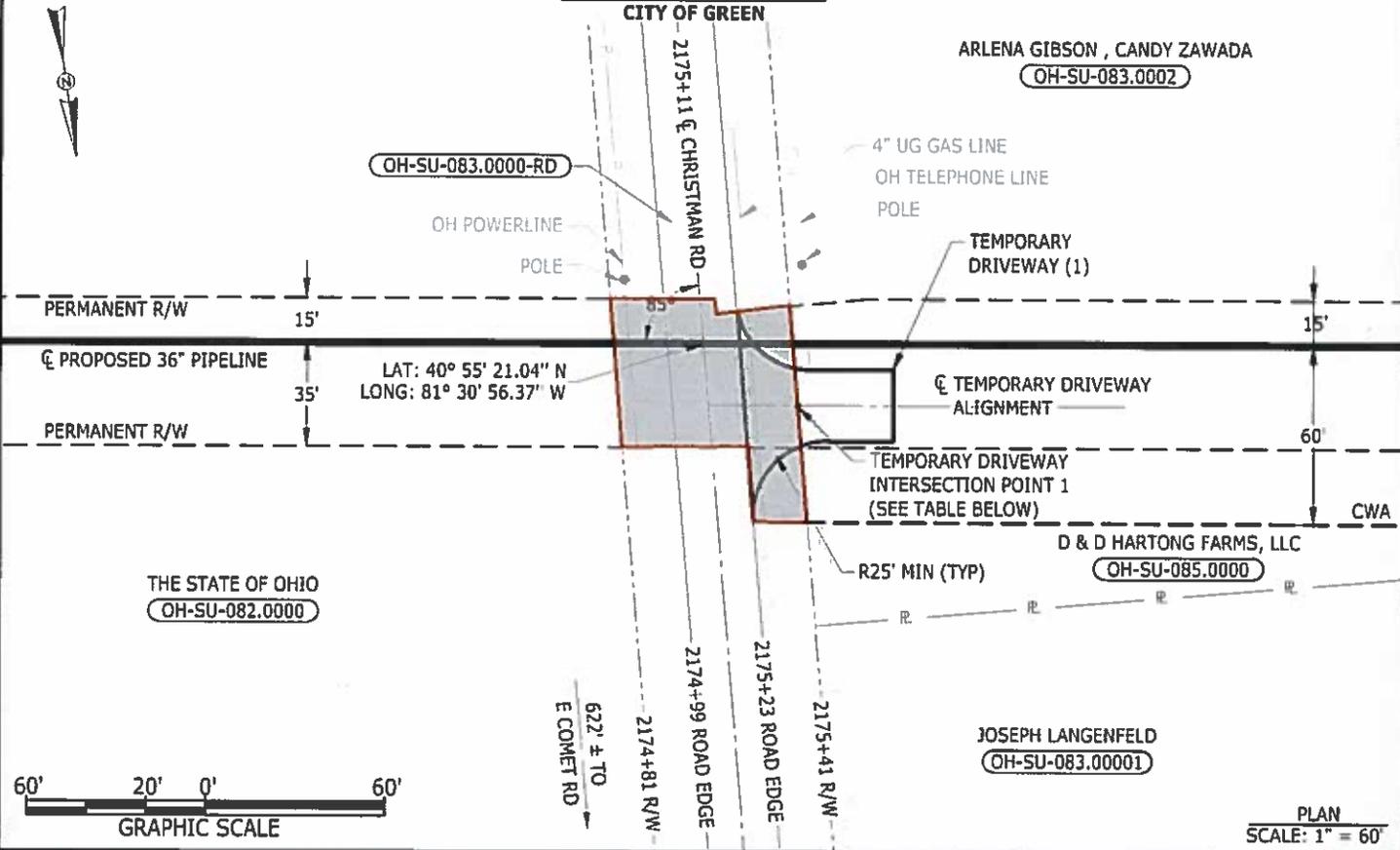
ACCESS ROAD PAR-40.1 R

LOC. SUMMIT COUNTY, OHIO			
PARCEL NO. OH-SU-078.0000-RD			
DRN. BY SB	CRD. BY DOB	ENGL. DOB	REV.
29-JUN-17	DESCRIPTION	1FPT	OA
NO. 1	SCALE	AS SHOWN	
DWG. NO.	HAND-P-8239-A	SHEET 1 OF 1	

REF: 32297 September 06, 2017 11:00am Filename: \\FDMET.COM\HO\_PROJECTS\HO\_SAV\CAD\295\_PPELINE\PERMIT\_DRAWINGS\DRAWINGS\OHIO\_DWGS\UPDATED\_DRAWINGS\HANO-P-8154-A\_08.DWG

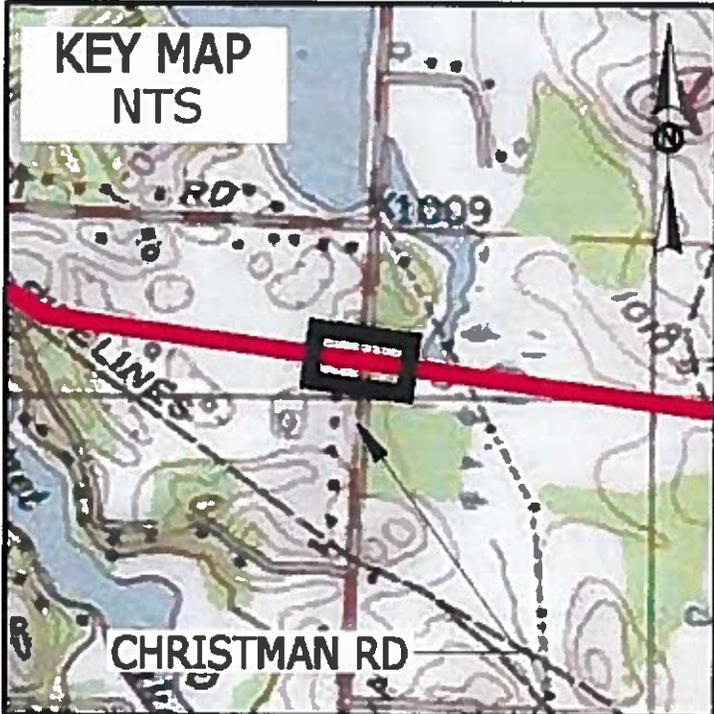
**SUMMIT COUNTY, OHIO  
CITY OF GREEN**

ARLENA GIBSON, CANDY ZAWADA  
OH-SU-083.0002



PLAN  
SCALE: 1" = 60'

- FERC CERTIFICATED WORK SPACE (0.0772 AC)



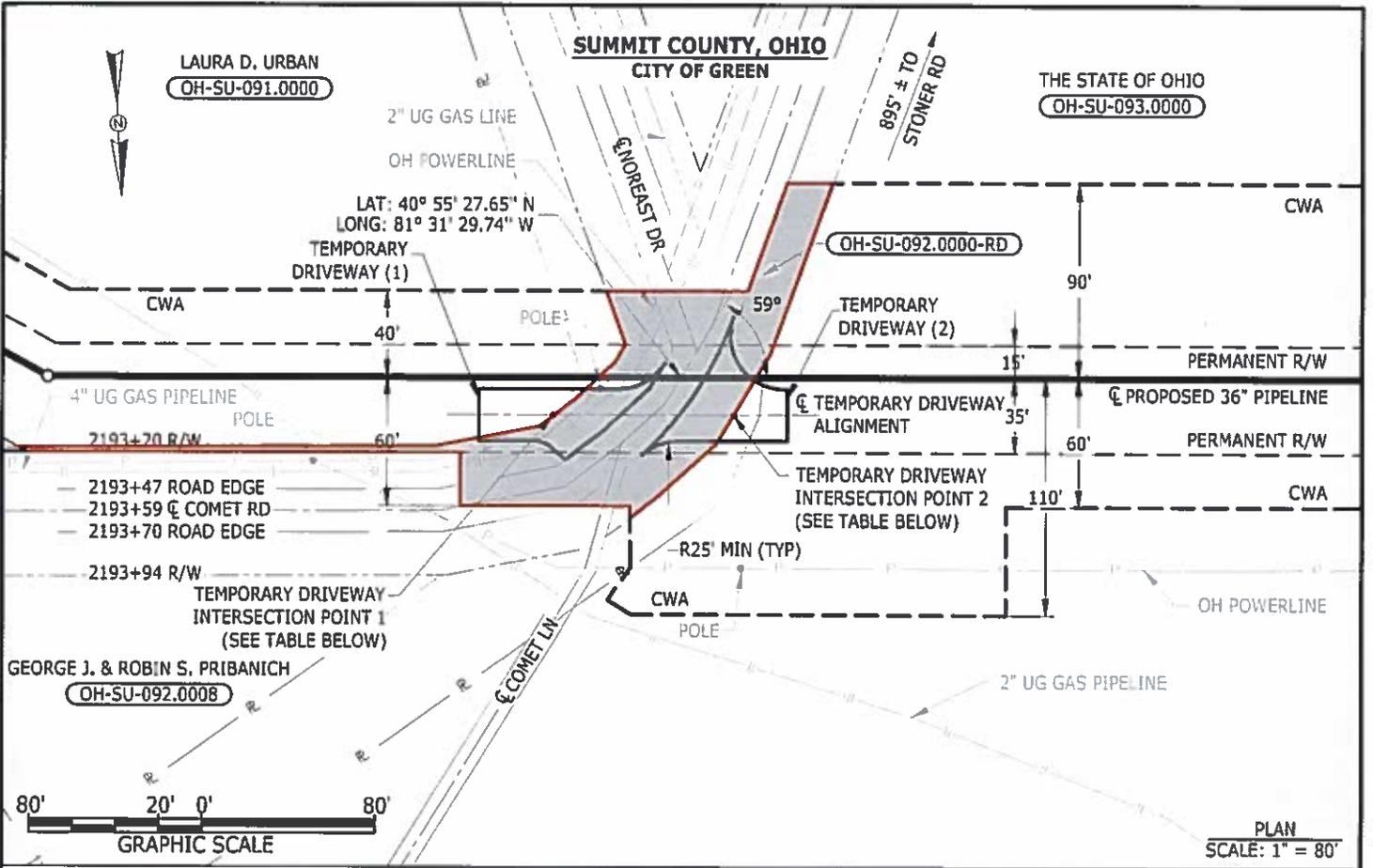
**CHRISTMAN RD CROSSING**

LOC. SUMMIT COUNTY, OHIO		PARCEL NO. OH-SU-083.0000-RD		
DRN. BY SB	CKD. BY DOB	ENG. DOB	DATE 28-JUN-17	DESC. IFPT
W.O.	SCALE AS SHOWN	DWG. NO. HANO-P-8154-A	REV. OA	

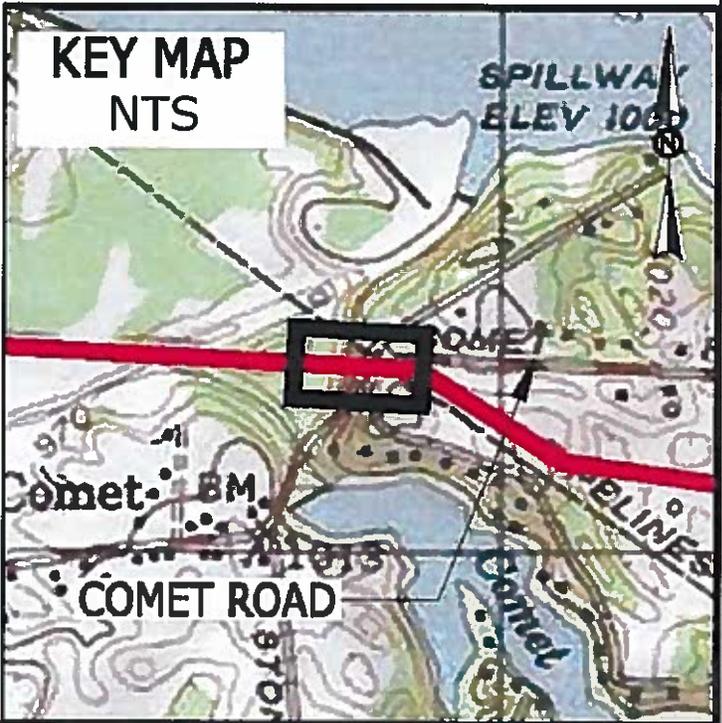


11:06am Filename: P:\CAD\295\_PIPELINE\PERMIT CROSSING\DRIVEWAY PERMIT\WORKING DWG\HANO-P-8155-A\_0A.DWG

HAR23335  
JULY 10, 2017



- FERC CERTIFICATED WORK SPACE (0.2372 AC)

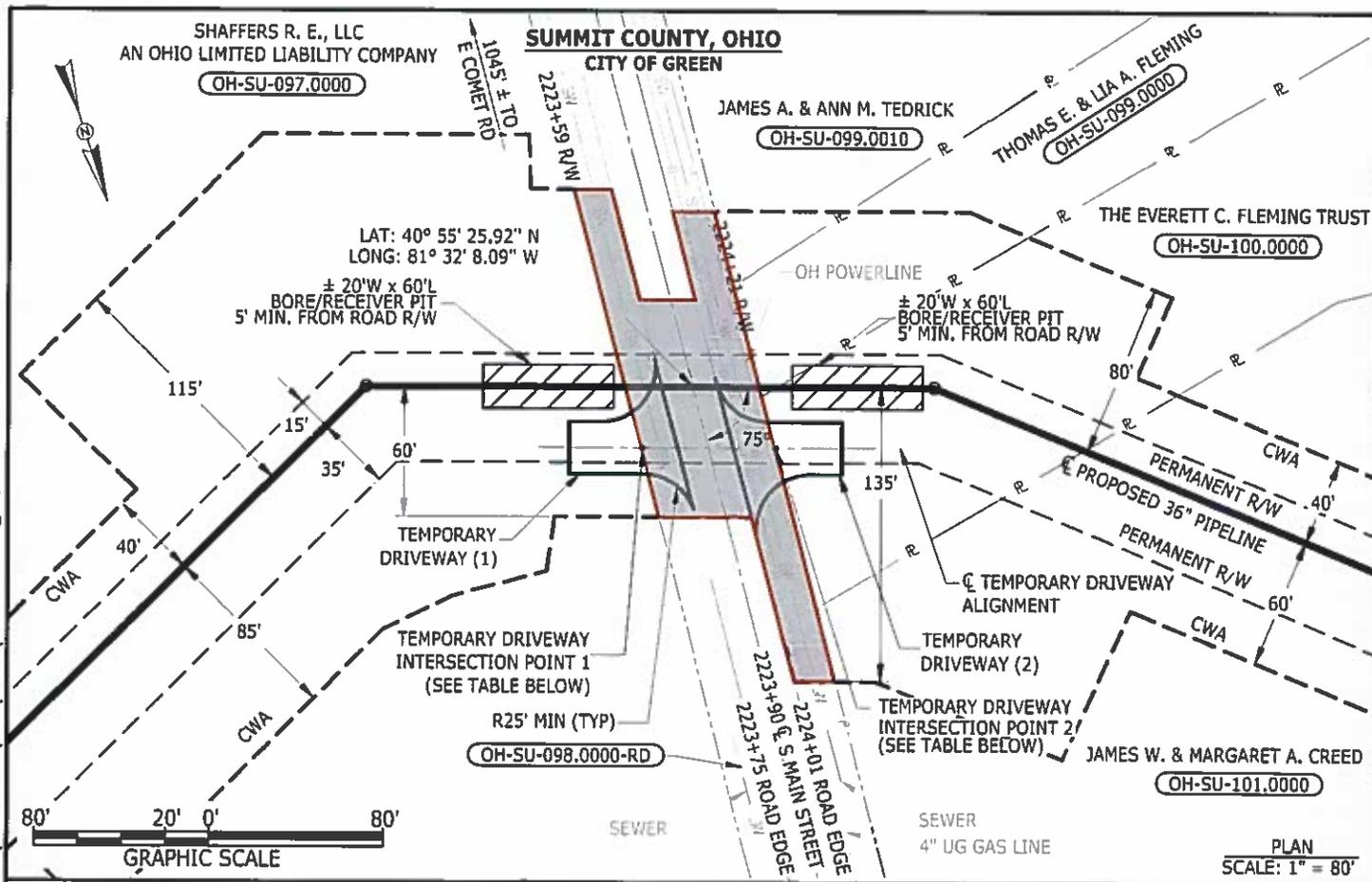


**COMET ROAD CROSSING**

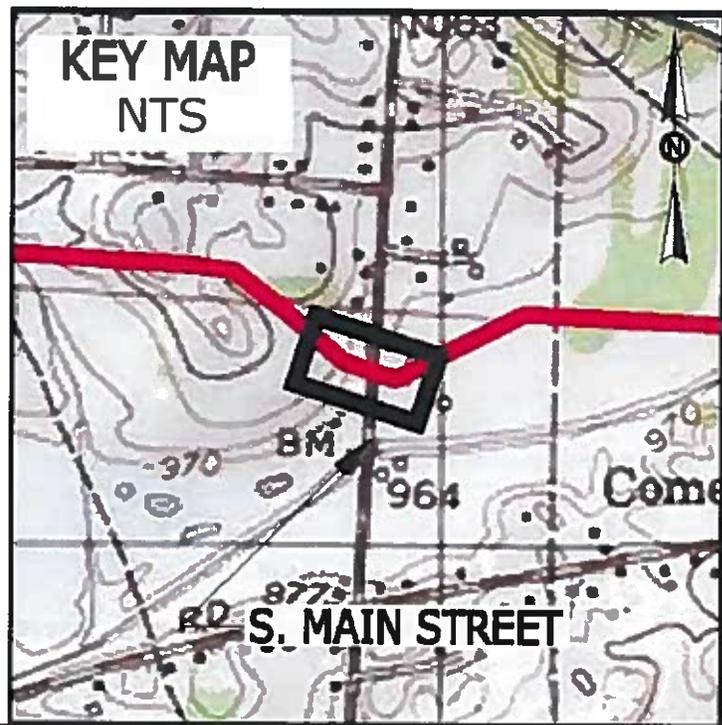
LOC. SUMMIT COUNTY, OHIO		PARCEL NO. OH-SU-092.0000-RD		
DRN. BY SB <i>SB</i>	CKD. BY DOB <i>DOB</i>	ENG. DOB <i>DOB</i>	DATE 28-JUN-17	DESC. IFPT
W.O.	SCALE AS SHOWN	DWG. NO. HANO-P-8155-A	REV. OA	



File name: P:\CAD\295\_PIPELINES\PERMIT CROSSING\DRIVEWAY PERMIT CROSSING.DWG HANO-REV OA\HANO-P-8156-A\_0A.DWG  
 4:12pm  
 BU059224  
 July 10, 2017



- FERC CERTIFICATED WORK SPACE (0.2130 AC)



**S. MAIN STREET CROSSING**

LOC. SUMMIT COUNTY, OHIO		PARCEL NO. OH-SU-098.0000-RD		
DRN. BY SB	CKD. BY DOB	ENG. DOB	DATE 28-JUN-17	DESC. IFPT
W.O.	SCALE AS SHOWN	DWG. NO. HANO-P-8156-A	REV. OA	

