

NEXUS GAS TRANSMISSION, LLC
6050 Oak Tree Blvd, Suite 200
Independence, Ohio 44131
Phone: (216) 393-6305



November 16, 2016

Oberlin Municipal Light & Power System
289 Professor Street
Oberlin, OH 44074
Attention: Mr. Matt Horwedel

RE: Nexus Gas Transmission 36" Natural Gas Pipeline Project
Letter of No Objection

Dear Mr. Horwedel:

I have attached for your review and information, maps that depict the locations that the above-referenced project will undercross facilities of the Oberlin Municipal Light & Power System.

If you would, could you please review the attached information and if you are in agreement with these locations where we will undercross your facilities, could you please sign the attached "Letter of No Objection" and return in the envelope provided.

This "Letter of No Objection" is for our files and is our assurance that you are aware of our upcoming project and that it may impact some of your facilities during the construction and restoration process.

If there are any questions, please don't hesitate to call me at **(865) 603-4776**.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads "Stephen Coughlin". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Stephen Coughlin
Representing Nexus Gas Transmission
Stephen.coughlin@percheronllc.com

November 16, 2016

To: Nexus Gas Transmission
Park Central Plaza
6050 Oak Tree Boulevard
Independence, OH 44131

From: Oberlin Municipal Light & Power System
289 South Professor Street
Oberlin, OH 44074
Attention: Mr. Matt Horwedel

RE: Nexus Gas Transmission 36" Natural Gas Pipeline Project

Dear Mr. Horwedel:

Based on the information provided in Exhibit "A" attached hereto, and subject to the following conditions, Oberlin Municipal Light & Power System (OMLPS) does not object to the installation of the Nexus Gas Transmission 36" natural gas pipeline, at locations identified and shown on the attached information.

Nexus Gas Transmission is committed to the protection and security of your facilities during construction activity. This letter will confirm that Nexus Gas Transmission will agree to the following:

1. To notify (OMLPS) at least seventy-two (72) hours prior to any earth disturbance activity.
2. That proper "One-Call" notification will be made prior to commencement of pipeline construction activities.
3. To provide, upon request, evidence of comprehensive general liability insurance coverage in the minimum amount of \$1,000,000.
4. To utilize "air bridge" crossings over the (OMLPS) facility; no heavy equipment of any type will work directly over the (OMLPS) facility without prior written approval of (OMLPS). It is anticipated that the on-site (OMLPS) representative will assist in assessing what parameters will be met in the field.
5. To a (OMLPS) representative being on-site during construction activities.
6. That all excavation within twenty-four (24") inches of the (OMLPS) facility will be performed by hand. Once the facility is exposed by hand, the use of an excavator with "barred" teeth may be utilized parallel to and on either side of the (OMLPS) facility at the discretion of the on-site (OMLPS) representative. Under no circumstances will perpendicular excavation be allowed to cross the (OMLPS) facility.
7. That the Nexus pipeline will be installed below the (OMLPS) facility with twelve (12") inches of separation across the width of the (OMLPS) easement.
8. That the Nexus pipeline will cross the (OMLPS) facility within the forty-five (45) to ninety (90) degree range.
9. That no vertical or horizontal bends be installed within the (OMLPS) Right of Way.

10. Shall work with the (OMLPS) on-site representative to ensure both facilities have proper cathodic protection. At a minimum, test leads will be installed.
11. That warning/identification tape will be installed eighteen (18") inches above the Nexus pipeline.
12. That no blasting will take place within two-hundred (200') feet of the (OMLPS) facility without prior analysis and written approval from (OMLPS).
13. That Nexus will ensure that all temporary and permanent pipeline markers installed by (OMLPS) will be protected and maintained during construction.
14. To indemnify (OMLPS) from all claims, losses, demands, damages, causes of action, suits, and liability of every type and character, including all expenses of litigation, court costs and attorney fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with work undertaken by or on behalf of Nexus in the vicinity of the (OMLPS) facility.
15. That nothing agreed to or contained in any guidelines or requirements for construction activities, shall be construed to convey, waive, or subordinate any of (OMLPS) existing rights whatsoever.
16. This Letter of No Objection will cover all pipeline crossing locations of (OMLPS) facilities identified by Nexus Gas Transmission and shown on the attached information, as well as the facilities of (OMLPS) that may be subsequently identified prior to construction along our pipeline route.
17. Nexus Gas Transmission, LLC ("NEXUS") shall be responsible, at NEXUS' sole cost and expense, for repairing any and all damages to the property or facilities of (OMLPS) directly resulting from the construction and/or installation of NEXUS' natural gas pipeline, except to the extent such damages arise from the negligence, gross negligence or intentional misconduct of (OMLPS) or its employees, agents, invitees, or lessees.

Oberlin Municipal Light & Power System

By: _____
Its: _____

Agreed to and accepted this _____ day of
November, 2016 by:

NEXUS GAS TRANSMISSION, LLC

By: _____
Walton Johnson
Project Manager, Right-of-Way

Oberlin Municipal Light Power Tracts

No.	Project Name	Tract Number	County	Road	Entity Identity	Alternate Identity
1	Nexus Spread 2	OH-LO-082.0000-FLEL	Lorain	U.S. Highway #20	Oberlin Municipal Light & Power	
2	Nexus Spread 2	OH-LO-088.0000-FLEL	Lorain	U.S. Highway #58	Oberlin Municipal Light & Power	