

## **AMENDED AND RESTATED ROAD USE AND CROSSING AGREEMENT**

This Amended and Restated Road Use and Crossing Agreement (“Agreement”) is entered into this 21<sup>st</sup> Day of October, 2014 between Bluestone Gas Corporation of New York, Inc., a New York corporation having offices at One Energy Plaza, 2130WCB, Detroit, Michigan 48226, hereinafter “Bluestone,” and the Town of Sanford, a municipal corporation having offices at 91 Second Street, Deposit, New York 13754, hereinafter “Town.”

### **RECITALS**

WHEREAS, Bluestone engages in natural gas gathering, including but not limited to pipeline construction, maintenance and operation; and

WHEREAS, Bluestone constructed, in the Town of Sanford, natural gas gathering lines and/or related appurtenances pursuant to orders of the New York State Public Service Commission granting a certificate of environmental capability and public need and pursuant to other permits and authorizations (hereinafter “natural gas lines”) and/or ancillary activities (collectively “natural gas activities”);

WHEREAS, the natural gas activities required use by Bluestone of the Roads (as hereinafter defined) by heavy trucks and machinery pursuant to the Road Use and Crossing Agreement dated October 6, 2011 (as amended) between the parties (“Prior Road Use Agreement”); and

WHEREAS, the natural gas activities referred to in the Prior Road Use Agreement have concluded, but Bluestone will still necessarily need to traverse Town highways, roads, bridges and related fee-owned land, rights-of-way or easements owned or maintained by the Town (collectively “Roads”) with heavy machinery, including but not limited to, trucks, construction machinery and equipment and other related items, in order to perform further construction and natural gas activities (the “Activity” or “Activities”) in accordance with Exhibit A; and

WHEREAS, Bluestone further acknowledges that the nature of heavy vehicular traffic during the Activity will exceed the normal and anticipated use of public roadways within the Town's limits, causing distress to said Roads which may either be structural or functional and which in turn will increase overall maintenance, oversight, repair, and replacement costs to the Town in connection with the Activity and which distress may be immediate or may be gradual and delayed, and also will exceed the design criteria for said roadways, thus causing greater than ordinary wear and tear and damaging of the roadways; and

WHEREAS, the Town seeks guarantees and assurances from Bluestone that Bluestone will pay and/or otherwise indemnify the Town for any distress or damage to the Roads arising from or related to Bluestone's Activities; and

NOW, THEREFORE, in consideration of these premises and other good and valuable