

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "License") is executed on April 16, 2015, by and between the Town of Dedham, acting by and through its Board of Selectmen, having an address of 26 Bryant Street, Dedham, Massachusetts 02026 (the "Town"), and Algonquin Gas Transmission, LLC, a limited liability company organized under the laws of Delaware, with a principal place of business at 5400 Westheimer Court, Houston, Texas ("Licensee").

Recitals

WHEREAS, the Town is the owner of property located at the intersection of East Street and Washington Street in Dedham, Norfolk, County, Massachusetts, shown as Lot 69 on Map 77 of the Town Assessor's Tax Maps and being more particularly described as follows:

SOUTHERLY by land now or formerly of William H. and Rose M. Pierce, 65 feet, more or less;
WESTERLY by Washington Street, 95 feet, more or less; and
NORTHERLY AND EASTERLY by East Street, 119 feet, more or less (the "Property");

WHEREAS, Licensee has requested that the Town grant Licensee a license to use that portion of the Property identified as "Proposed Temporary Workspace" on Drawing No. LD-P-8565, attached hereto as Exhibit A and made a part hereof (as described herein and depicted thereon, the "License Premises"), for a construction yard, workspace and staging area incidental to the construction of a natural gas pipeline in the Town of Dedham (the "Work"); and

WHEREAS, the Town is willing to allow Licensee to use the License Premises for the Work upon the terms and conditions set forth below.

NOW, THEREFORE, The Town hereby grants Licensee a license to enter upon and use that portion of the Property defined herein as the License Premises, subject to the following terms and conditions:

I. USE, PURPOSE, TERM

Licensee may enter and use the License Premises solely to carry out the Work. Such use shall be subject to the following conditions:

- A. No pipeline or other permanent structure shall be installed on the License Premises.
- B. Licensee will give the Town one week advance written notice prior to entering on to the License Premises to commence the Work.
- C. Prior to commencing the Work, Licensee shall erect screening on the License Premises sufficient to minimize dust, noise, and lights from creating a nuisance for adjoining properties, and shall maintain such screening during the term of the License.

D. Licensee's use of the Premises shall comply in all respects with the Certificate of Public Convenience and Necessity (the "Certificate") issued by the Federal Energy Regulatory Commission ("FERC"), pursuant to its order of March 3, 2015 entered on Docket No. CP14-96, and all plans prepared in conformance therewith, for the construction of an interstate natural gas pipeline and related facilities in the Town (the "West Roxbury Lateral" or the "Project").

This term of this License shall commence on the date that Licensee occupies the License Premises and shall terminate at the conclusion of the Work and Licensee's restoration of the License Premises, or November 15, 2016, whichever first occurs (the "Term"), unless terminated in accordance with the provisions of Section VI below.

Entry and use are exclusively granted to Licensee, its agents, representatives, and employees solely for the purposes of the Work. Licensee shall not assign or otherwise transfer this License or permit any entity or any other person to use the License Premises without the express written permission of the Town, such permission not to be unreasonably withheld.

Nothing in this License shall be construed as requiring the Town to maintain the License Premises during the term of this License or in any manner.

II. PAYMENT

The fee for this License shall be \$35,000.00, payable in advance.

III. INSURANCE

The Licensee shall maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amounts set forth herein to support the obligations of Licensee under the terms of this License to indemnify, defend and hold harmless the Town: General Liability: \$1,000,000 per occurrence; \$2,000,000 General Aggregate; Personal and Advertising Injury Limit: \$1,000,000 per occurrence; Products Completed Operations Limit: \$2,000,000; Damage to Premises Rented: \$300,000; and Medical Payments Limit: \$5,000.

Licensee shall provide the Town with a certificate of insurance indicating the Town is an additional insured on the policy(ies) and showing compliance with the foregoing provisions. Licensee shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy(ies) to the Town

To the extent possible, Licensee shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claims against the Town for loss or damage within the scope of the insurance, and Licensee, for itself and its insurers, waives all claims against the Town as to such claims covered by such insurance.

The required insurance coverages hereinbefore specified shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts.

IV.

INDEMNIFICATION/RELEASE

The Licensee agrees, for itself and its successors and assigns, to indemnify, defend and hold harmless the Town, its agents, employees, successors or assigns, from and against any and all claims, demands, suits, actions, costs, and judgments whatsoever, including reasonable attorneys' fees ("Claims"), which may be imposed upon, incurred by, or asserted against the Town, its agents, employees, successors or assigns, to the extent caused by Licensee's use of the License Premises. Licensee shall have no obligation to defend or indemnify the Town for any Claims caused by the Town's gross negligence or willful misconduct.

The provisions of this section shall survive the expiration or earlier termination of this License.

V.

CONDUCT

Licensee shall comply with applicable laws, statutes, ordinances, and regulations. In no event shall Licensee's use of the License Premises impede the right of the public to travel on the adjoining public ways, by foot or otherwise, or the ability of the Town to maintain those ways and ensure they are reasonably safe and convenient for travelers.

Licensee shall at Licensee's expense and upon the Town's instruction, immediately restore and repair to the Town's satisfaction any damage to the abutting public ways resulting from any act, failure to act or negligence of the Licensee, its contractors, agents, representatives, employees, and permittees.

Licensee shall keep adjoining lands and ways, including sidewalks, clear of dust and debris resulting from the Work.

VI.

TERMINATION

This License may only be terminated by the Town if Licensee materially breaches this License and Licensee fails to cure the breach within forty-five (45) days after written notice from the Town describing Licensee's alleged material breach. Nothing in this License shall be deemed to act as a waiver of Licensee's power of eminent domain regarding the Licensed Premises and Licensee expressly reserves its right to take the Licensed Premises by the power of eminent domain in the event that Licensee, in its sole discretion, determines that such taking is necessary.

In the event that this License terminates by its terms, Licensee shall, at Licensee's expense, remove all of its property from the License Premises and restore the License Premises as near as possible to the condition that existed immediately before Licensee's occupation of the License Premises. If Licensee refuses to remove its property within a reasonable time, as requested by the Town, the Town may remove the property at Licensee's expense.

VII. MODIFICATIONS AND AMENDMENTS

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

VIII. NOTICE

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Town: Town Manager
Dedham Town Hall
26 Bryant Street
Dedham, Massachusetts 02026

Licensee: Franklin S. Gessner
Principal Right of Way Manager
Algonquin Gas Transmission, LLC
34 Morgan Drive
Norwood, MA 02062

These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

IX. RISK OF LOSS

Licensee acknowledges and agrees that it accepts the License Premises in "AS IS" condition for the purpose of this License, and that the Town has made no representation or warranty regarding the fitness of the License Premises. Licensee agrees that it shall use and occupy the License Premises at its own risk.

The Town shall not be liable to Licensee for any injury or death to persons entering the License Premises pursuant to this License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of the Licensee, it's contractors, agents, representatives, employees, permittees, and anyone claiming by or through Licensee, that are brought onto the License Premises pursuant to this License unless the injury, death, loss or damage is caused by the Town's gross negligence or willful misconduct.

X. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the Licensee any estate in the License Premises, but only the limited right of use as hereinabove stated.

XI. EXHIBITS AND ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto are duly incorporated within this agreement.


XII.


SURVIVAL OF TERMS AND PROVISIONS

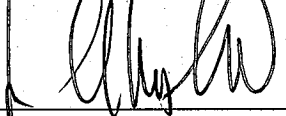
All appropriate terms and provisions relating to indemnification and the restoration of the property affected hereby, shall survive the termination of this License.

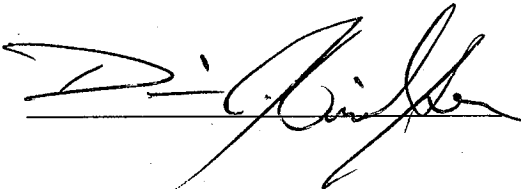
WHEREOF, the parties hereto have caused this License Agreement to be executed as of the date first indicated above.

TOWN OF DEDHAM,
by its Board of Selectmen

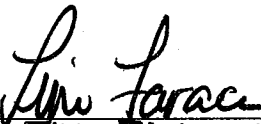








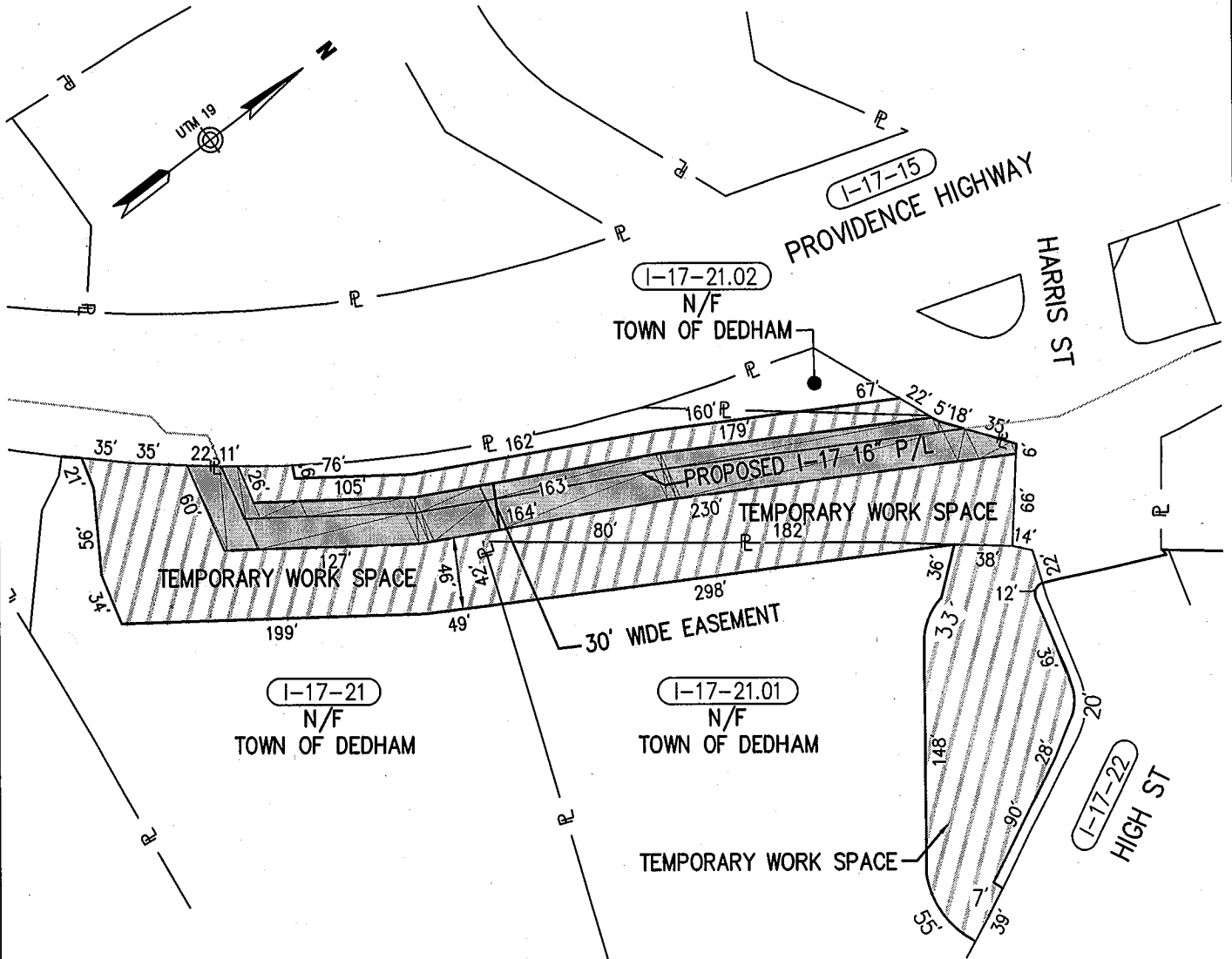
LICENSEE: ALGONQUIN GAS TRANSMISSION, LLC

By: 

Name: **TINA FARACA**
Title: **VICE PRESIDENT**

517502/DEDH/0001

NORFOLK COUNTY, MASSACHUSETTS
 TOWN OF DEDHAM
 TRACTS I-17-21, I-17-21.01 & I-17-21.02



NOTES:

ACTUAL LOCATION OF THE NEW PERMANENT EASEMENT IS TO BE DETERMINED BY CENTERLINE OF THE SPECTRA ENERGY PIPELINE AS INSTALLED. PROPERTY LINES DEPICTED HEREON WERE COMPILED FROM EXISTING ASSESSORS RECORDS, PLANS OF RECORD AND EVIDENCE OF OCCUPATION AND DO NOT REPRESENT THE RESULTS OF A BOUNDARY RETRACEMENT SURVEY.

TRACT I-17-21

- EASEMENT= 15,935 SQ. FT.
- TEMPORARY WORK SPACE= 33,584 SQ. FT.

TRACT I-17-21.01

- TEMPORARY WORK SPACE= 23,525 SQ. FT.

TRACT I-17-21.02

- TEMPORARY WORK SPACE= 444 SQ. FT.

OWNER:		TOWN OF DEDHAM DEDHAM, MA	
LOC. NORFOLK COUNTY, MASSACHUSETTS			REV.1
CHK. BY TT	ENG.	DATE: 10/21/2014	C.E.000030.002
DRN. BY VHB	SCALE: 1"=100'	DWG. LD-P-8563	1 of 1



Algonquin Gas Transmission, LLC
 5400 Westheimer Ct. Houston, TX 77056-5310 713 / 627-5400