

CONSENT AGREEMENT

This Consent Agreement (this "Agreement") is entered into on this 16 day of April, 2015, by and between the **Town of Dedham**, a Massachusetts municipal corporation with an address of 26 Bryant Street, Dedham, Massachusetts, acting by and through its Board of Selectmen, and by and through its Parks and Recreation Commission (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 ("Algonquin").

Recitals

WHEREAS, the Town is the record owner of that land located at 351 (or 359) East Street in the Town of Dedham known as "Gonzalez Field", shown as Map 109, Lot 25; Map 109, Lot 2, and Map 93, Block 115 on the Town Assessors' tax maps, and described in the deed to the Town recorded with the Norfolk County Registry of Deeds in Book 13545, Page 523 (the "Property");

WHEREAS, pursuant to the vote under Article 3 of the April 13, 1998 Special Town Meeting, the Town acquired the Property for active recreational purposes, and the Property is managed and controlled by the Town's Parks and Recreation Commission (the "Commission");

WHEREAS, as set forth in the Town's deed to the Property recorded as aforesaid (the "Deed"), the Town's title to the Property is subject to, *inter alia*, the following restrictions and encumbrances:

- a) That the Town shall use the Property solely "for recreational or other municipal purposes and so long as no structure is constructed on the Premises; except that structures that can be placed on the surface of the Premises without digging beneath the surface and without any foundation may be so placed so long as such structures do not interfere with Grantor's retained Billboard Easement (the "Recreational Use Restriction");
- b) That the Town, to the extent permitted by law, shall "pay, defend, protect, indemnify and save [its Grantor, the Massachusetts Bay Transportation Authority ("MBTA")], its successors and assigns, harmless from and against any and all liabilities, losses, costs, damages and expenses, including attorneys' fees and expenses, causes of action, or suits, incurred by or asserted against Grantor, its successors and assigns including without limitation any and all liabilities, losses, costs, damages and expenses, including attorneys' fees and expenses, causes of action, suits, claims, demands or judgments for any future assessment, investigation, response, or remediation related to (a) the condition of the Premises at the time of this Deed, including without limitation, the presence of oil, hazardous materials or hazardous wastes ("Hazardous Materials") as those terms are defined in the Massachusetts General Laws, Chapter 21 E, as from time to time amended, and as further defined in all other applicable state and Federal laws

regarding Hazardous Materials on, under or over the Premises and/or (b) the presence, release or threat of release of Hazardous Materials from the Premises onto premises owned by others, where the Hazardous Materials originated in or from the Premises” (the “Hazardous Waste Indemnification”);

- c) The right reserved to the MBTA “to grant additional licenses and easements for underground utility and/or communication conduits (including access thereto) so long as such conduits do not materially interfere with the use of the Premises for municipal recreational purposes including, but not limited to, its present use as a soccer field, except during periods of installation, repair, relocation, replacement and removal of said conduits. In all future licenses and easements, Grantor agrees to require the grantee(s) and licensee(s) to notify Grantee of their need to enter the Premises, to cooperate with Grantee to minimize the disruption to Grantee's use of the Premises and to return the Premises to the condition they were in before the conduit work was initiated” (the “Granting Rights”); and
- d) The obligation to assume “any and all agreements, covenants, obligations and liabilities of the Grantor with respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises” (“Assumed Liabilities”);

WHEREAS, the Town has installed playing fields on the Property and uses them for various active recreational purposes;

WHEREAS, Algonquin wishes to construct, own and operate an interstate gas pipeline and related facilities (the “Pipeline Facilities”) in the Town and elsewhere as depicted on filings made with the Federal Energy Regulatory Commission (“FERC”) in FERC Docket No. CP14-96 (the “West Roxbury Lateral” or the “Project”), for which a Certificate of Public Convenience and Necessity (the “Certificate”) was issued pursuant to FERC’s order of March 3, 2015;

WHEREAS, pursuant to the Project plans, approved pursuant to the Certificate, Algonquin intends to locate a portion of the Pipeline Facilities for the Project on the Property, as is more particularly shown on Drawing No. LD-P-8563, a copy of which is attached hereto and incorporated herein as Exhibit A (the “Pipeline Easement”);

WHEREAS, pursuant to the Granting Rights in the Property retained by the MBTA as set forth in the Town’s Deed, Algonquin expects to obtain a permanent easement from the MBTA allowing it to locate and maintain the Pipeline Facilities on the Property (the “MBTA Easement Agreement”);

WHEREAS, Algonquin seeks the Town’s consent to the terms of the MBTA Easement Agreement and the location of its Pipeline Facilities in the Pipeline Easement, and to compensate the Town and provide mitigation for the disturbance of the Property caused by the Project and Algonquin’s perpetual use of the Pipeline Easement, which mitigation shall include the cost of renting or otherwise obtaining replacement recreational facilities during the pendency of this Agreement;

NOW, THEREFORE, in consideration for the payment by Algonquin to the Town of Three Hundred and Twenty-Five Thousand Dollars (\$325,000), \$175,000 of which shall be paid to the Town prior to commencement of construction of the Pipeline Facilities on the Property, and the remainder of which shall be paid to the Town within seven (7) days of the conclusion of such work, and other good and valuable consideration as set forth herein, the parties agree as follows.

Agreement

1. Algonquin's use of the Property shall be confined to the Pipeline Easement, and shall be limited to constructing and maintaining the Pipeline Facilities in accordance with the terms of the Certificate and the MBTA Easement Agreement. At least fourteen (14) days prior to entering onto the Property, Algonquin shall give notice to the Town that it has executed the MBTA Easement Agreement, which notice shall include a copy of that Easement Agreement as recorded with the Registry of Deeds.

2. Algonquin's use of the Pipeline Easement shall further conform to the following conditions, which Algonquin agrees are consistent with the Certificate and with the rights granted to Algonquin pursuant to the MBTA Easement Agreement:

a. Construction of the Pipeline Facilities in the Pipeline Easement shall begin no earlier than the end of the Town's 2015 fall soccer program, or November 9, 2015, whichever is earlier, and shall be completed no later than April 15, 2016.

b. Algonquin shall provide, and shall cause its agents to provide, no less than 24 hours written notice to the Dedham Parks and Recreation Commission, except in an emergency, to enter the Pipeline Easement following completion of the Project for inspection, routine maintenance, and other purposes that do not require disruption of the surface of the Project Premises. Written notice shall be provided to the Town, other than in an emergency, at ten (10) days prior to entering the Pipeline Easement following completion of the Project to excavate and/or carry out additional construction that may disrupt the Town's use of the Property. In the event of an emergency, Algonquin shall provide notice to the Town as soon as reasonably possible of its entrance upon and use of the Pipeline Easement. All notices shall contain a reasonable estimate of the expected duration of the use for which notice is given.

c. All soils excavated from the Pipeline Easement and not thereafter utilized on the Property for Project purposes shall be stored on the Property or disposed of pursuant to the reasonable direction of the Town.

d. Upon completion of Project Algonquin shall backfill all excavations it has made with good gravel drainage soil, compacted to a grade ready for the addition of loam and seed; remove all of its personal property; and otherwise leave the Property in a good and clean condition retaining the original elevations of the Property throughout.

e. Except as may be required by federal law, Algonquin shall mark the location of the pipeline within the Pipeline Easement with markers agreeable to the Town.

f. Except in an emergency, Algonquin shall cooperate with the Town in scheduling and performing inspections, maintenance, and all other work within the Pipeline Easement so as to minimize disruption of the Town's use of the Property. Following any work performed in the Pipeline Easement, Algonquin shall return the Pipeline Easement to the condition it was in prior to the work.

3. The Town acknowledges that Algonquin's use of the Pipeline Easement in accordance with the Certificate, the MBTA Easement Agreement, and such further conditions as are set forth herein, will not materially interfere with the use of the Property for municipal recreational purposes, including, but not limited to, its present use as a soccer field.

4. Indemnification: Algonquin 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, which may be imposed upon, incurred by, or asserted against the Town, its agents, employees, successors or assigns, caused by Algonquin's acts or omissions with respect to the installation and operation of the Pipeline Facilities in the Pipeline Easement (the "Claims"). However, Algonquin's defense and indemnification obligations shall not extend to any Claims caused by the gross negligence or willful misconduct of the Town, its agents or employees.

a. Algonquin shall not have any responsibility or liability for the remediation of any oil, hazardous materials, hazardous substances, or hazardous wastes as those terms are defined in any applicable state and federal laws ("Hazardous Substances") that are present on the Property prior to Algonquin's occupation of the Pipeline Easement except that Algonquin shall dispose of at its cost any Hazardous Substances discovered during Algonquin's excavation within the Pipeline Easement in accordance with applicable laws and as required by the Massachusetts Department of Environmental Protection.

b. Algonquin shall defend, indemnify and hold harmless the Town, its agents, employees, successors or assigns from and against any and all Claims caused by the release or threat of release of Hazardous Substances on the Property caused or contributed to by the acts or omissions of Algonquin, its employees, agents, or contractors during any work related to the installation, operation and maintenance of the Pipeline Facilities.

5. In connection with the Assumed Liabilities, Algonquin shall indemnify, defend and hold the Town harmless from any damage caused by Algonquin to any underground facilities, drainage culverts, walls, crossings and/or of any nature or description located in whole or in part within the Pipeline Easement.

6. Risk of Loss: Algonquin acknowledges and agrees that it accepts the Property in "AS IS" condition, and that the Town has made no representation or warranty regarding the

fitness of the Property. Algonquin agrees that it shall use and occupy the Pipeline Easement at its own risk, and the Town shall not be liable to Algonquin for any injury or death to persons entering the Pipeline Easement pursuant to the MBTA Easement Agreement and this Agreement, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of Algonquin, its contractors, employees, agents, representatives or permittees or of anyone claiming by or through Algonquin, that are brought on the Pipeline Easement pursuant to the MBTA Easement Agreement or this Agreement unless the injury, death, loss or damage is caused by the Town's gross negligence or willful misconduct.

7. Insurance. Algonquin 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 in addition maintain, or shall cause its General Contractor to maintain, Pollution Liability insurance naming the Town of Dedham as an Additional Insured, to be written using an "Occurrence" Policy Form with minimum limits of \$2,000,000 each occurrence /aggregate. Such coverage shall remain in full force and effect until the Work is completed and accepted by the Town.

Algonquin's General Contractor shall comply with the limits, terms and conditions of the coverage set forth above as "minimum" limits of liability.

Algonquin shall provide the Town with a certificate of insurance indicating that the Town is an additional insured on the policy(ies) on a "primary and non-contributory" basis, and showing compliance with the foregoing provisions. Algonquin 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, Algonquin 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 Algonquin, 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.

8. No Waiver. The Town retains all of its rights regarding review of the Certificate as provided in § 717r of the Natural Gas Act, 15 U.S.C. § 717r, which rights include, without limitation, the right to file a petition for rehearing, and this Agreement shall not be construed in any manner as a waiver or release of such rights.

9. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the Pipeline Easement on the Property and supersedes all prior agreements, understandings, negotiations, whether oral or written, of the parties. The parties acknowledge that they have not made and have not relied upon any promises, representations, warranties, agreements, covenants or undertakings other than those expressly set forth herein. If any provision of this Agreement is declared to be illegal, unenforceable, or void by a court of competent jurisdiction, then both parties shall be relieved of all obligations under that provision, provided, however, that the remainder of the Agreement shall be enforced to the fullest extent permitted by law.

10. Successors/Assigns/Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties and their respective agencies, corporate parents, subsidiaries, successors, affiliates, permitted assigns, consultants for the Project, and legal representatives, if any, except that this Agreement shall only be enforceable against Algonquin by the Town acting through its duly constituted and authorized Board of Selectmen. No resident or taxpayer of the Town or agency of the Town or other entity within the Town shall be construed to have third party beneficiary status under the laws of Massachusetts to enforce this Agreement. This Agreement may be assigned only with the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

11. Amendment/Waiver. This Agreement may not be modified or amended, nor may any term or provision hereof be waived, except by a writing signed by the party against whom such modification, amendment, or waiver is sought to be enforced.

12. Governing Law. Except to the extent that federal law applies to Algonquin's construction and operation of the Pipeline Facilities, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

13. Term. The Town's consent granted herein shall be effective as long as the Pipeline Facilities are operated and maintained within the Pipeline Easement by Algonquin, its successors or assigns, in accordance with the terms of this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, the TOWN of DEDHAM and ALGONQUIN GAS TRANSMISSION, LLC have executed this Agreement as of the date first written above.

ALGONQUIN GAS TRANSMISSION, LLC

TOWN OF DEDHAM
BOARD OF SELECTMEN

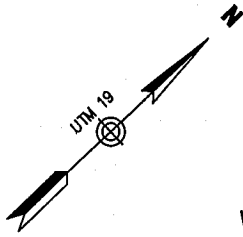
By: *Tina Faraca*
Name: **TINA FARACA**
Title: **VICE PRESIDENT**

[Signature]
Michael Bette
[Signature]
[Signature]

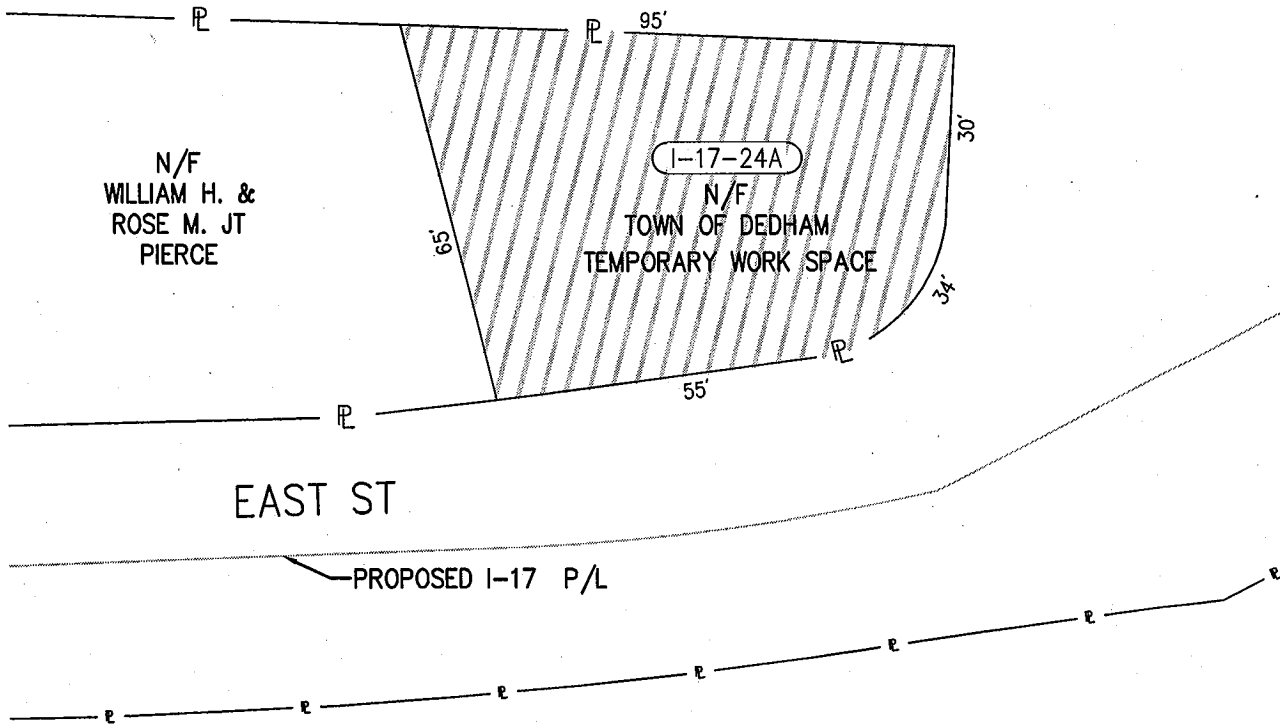
PARKS AND RECREATION COMMISSION

Dan Hart
[Signature]
Charles S. [Signature]

NORFOLK COUNTY, MASSACHUSETTS
TOWN OF DEDHAM
TRACT I-17-24A




WASHINGTON ST



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-17-24A

 TEMPORARY WORK SPACE= 4,719 SQ. FT.

OWNER:		TOWN OF DEDHAM DEDHAM, MA	
LOC. NORFOLK COUNTY, MASSACHUSETTS			REV.1
CHK. BY CR	ENG.	DATE: 11/15/2014	C.E.000030.002
DRN. BY VHB	SCALE: 1"=30'	DWG. LD-P-8565	1 of 1



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