

AGREEMENT OF SETTLEMENT AND RELEASE

This Agreement of Settlement and Release (this "Settlement") is entered into as of the 12th day of August, 2014 between:

- (1) **The Town of Sanford**, a municipal corporation organized and existing under the laws of the State of New York, with offices at 91 Second Street, Deposit, NY 13754, (hereinafter the "Town"), and
- (2) **Bluestone Gas Corporation of New York, Inc.**, a New York corporation having offices at One Energy Plaza, 2084 WCB, Detroit, Michigan 48226, its successors and assigns, (hereafter "Bluestone").

each a "Party" and collectively the "Parties."

RECITALS

A. Incident to construction in 2011 through 2014 of a pipeline being constructed by Bluestone in the Town and the Road Use and Crossing Agreement entered into between the parties dated October 9, 2011 (as amended by the Amendment to Road Use Agreement dated October 10, 2013, the "Agreement"), Bluestone provided the Town with a Performance Bond (the "Bond") number 285038102 issued by Liberty Mutual Insurance Company the (Surety) to provide indemnity if necessary by reason of any damage caused to property of the Town be reason of such construction.

B. Bluestone has completed to the satisfaction of the Town all Settlement Actions, which represents the full and final satisfaction of Bluestone's obligations under the Agreement.

C. The Agreement provides that upon completion of the Settlement Actions, the Town shall (a) release any remaining escrow funds to Bluestone and (b) the Town shall release and forever discharges Bluestone and its officers, directors, employees, agents, shareholders and affiliates from any and all present, future and contingent claims, demands, debts, liabilities, obligations, actions, causes of action, obligations, costs and expenses arising from or that could arise from Bluestone's use of the Town roads identified on the Roadway Map attached to said Agreement and any other Town roadways used and restored by Bluestone pursuant to the Agreement.

In consideration of the foregoing, the mutual covenants set forth herein, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Town hereby agrees and acknowledges that Bluestone has satisfactorily completed all Settlement Actions and that Bluestone has no continuing obligations under the Agreement.
2. The Town hereby releases and forever discharges Bluestone and its officers, directors, employees, agents, shareholders and affiliates from any and all present, future and contingent claims, demands, debts, liabilities, obligations, actions, causes of action, obligations, costs and expenses arising from or that could arise from Bluestone's use of the Town roads identified on the Roadway Map attached to said Agreement and any other Town roadways used and restored by Bluestone pursuant to the Agreement.
3. Incident to the foregoing the Town hereby releases Liberty Mutual Insurance Company bond