

VOLUME 7

**FRONTIER STONE, LLC
PROPOSED FRONTIER STONE QUARRY**

APPENDIX 15

- **National Grid Correspondence**

APPENDIX 16

- **HydroCAD Models**

APPENDIX 17

- **Water Withdrawal Permit Application**

January 29, 2014

APPENDIX 15

- National Grid Correspondence

November 30, '10

Re: License for (3) Surface
Road Crossings, Town of
Shelby, Orleans County, New
York, NMPC Reference
2010-05-11-0003

Dear Mr. Olds:

This letter is to confirm our conversation earlier today where I informed you that I did not want to sign the License Agreement for the above referenced Surface Road Crossings until obtaining a permit for mining activities on the property. You told me that you didn't see a problem with putting the execution of the agreement on hold until a future date and that you would note this in the file.

If you need to discuss this matter further I can be reached at 716-751-9670.

Sincerely,
David J. Mahar
Pres. Frontier Stone

October 20, 2010

Mr. David J. Mahar
Frontier Stone LLC
4172 East Lake Road
Wilson NY 14172

**Re: License for (3) Surface Road Crossings
Town of Shelby, Orleans County, NY
NMPC Reference: 2010-05-11-0003**

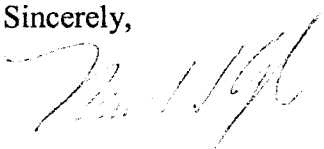
Dear Mr. Mahar:

Enclosed please find an original and duplicate original of the License Agreement relative to the above-referenced matter.

Upon completion of your review, please have the agreement executed by an authorized representative of your company, have the signature notarized and return both the original and duplicate original to my attention together with evidence of the required insurance coverage, including naming National Grid USA as an additional insured, as specified in Article 11 and Exhibit "C" of the Agreement.

I will return an original to you upon execution by our Corporation and receipt of the required Certificate of Insurance. Meanwhile, no work may commence on this project until both parties have executed this Agreement.

Sincerely,



Mark G. Agle, P.L.S.

/doc

Enc.

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LICENSE AGREEMENT

THIS INDENTURE, made the _____ day of _____, 2010, by and between **NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID**, a transportation corporation organized and existing under the laws of the State of New York, with its principal office and place of business at 300 Erie Boulevard West in the City of Syracuse, County of Onondaga, and State of New York, 13202 (hereinafter called "Licensor"), and **FRONTIER STONE LLC**, a New York State limited liability company with offices at 4172 East Lake Road, Wilson, New York, 14172 (hereinafter called "Licensee"),

WITNESSETH:

WHEREAS, pursuant to a certain deed dated March 7, 1972 and which deed is recorded in the Orleans County Clerk's Office in Liber 356 of Deeds at Page 97, Licensor acquired in fee a certain 150' wide strip of land for its high voltage electrical transmission right-of-way in the Town of Shelby, Orleans County, New York (the "Property"); and

WHEREAS, Licensee has entered into a certain lease dated August 1, 2005 for the purpose of quarrying stone from certain lands which are situate on each side of the aforementioned 150' wide strip of Licensor's land; and

WHEREAS, the Licensee has requested Licensor's permission for three (3) fifty-foot (50') wide surface roadway crossings of its Property for the limited purpose of providing private and controlled access for Licensor's vehicles and equipment between its quarry operations sites.

NOW, THEREFORE, subject to and upon the terms and conditions hereinafter set forth and upon receipt of the annual payment of THREE THOUSAND DOLLARS (\$3,000.00) by Licensee to the Licensor, the Licensor does hereby authorize and grant to the Licensee, its successors and assigns as hereinafter provided, license to install, construct, maintain, operate, repair, reconstruct, relocate and remove at its own cost,

LOCATION OF
LICENSEE'S
OFFICES

expense, and risk three (3) fifty-foot (50') wide surface haul roadway crossings, the location of which are as shown on Exhibits "A1 thru A6" attached hereto and made a part hereof (the "License Area"),.

TOGETHER WITH a right of ingress and egress over Licensor's adjacent Property to the minimal extent reasonably necessary in order to exercise the rights granted hereunder.

The rights described above are given upon the conditions and covenants set forth herein, each and all of which Licensee shall keep and perform.

1. Licensee's rights granted hereunder shall be subject to the following:

A. Any and all outstanding leases, tenancies, easements, licenses or other tenures and/or claims of title affecting the Property and License Area or any portion or portions thereof; and subject also to any and all encumbrances, liens, conditions, restrictions, and/or reservations subject to or under which Licensor holds the same.

B. The paramount right of Licensor now and hereafter to occupy and use all or any portion or portions of the License Area, and Licensor shall not be responsible to Licensee for changes to Licensee's facilities arising out of Licensor's operations or otherwise.

C. The right of Licensor from time to time hereafter to grant to others or to authorize the occupancy or use by others of any portion or portions of the License Area for any purpose or purposes whatsoever, provided, however, that any such future grant or authorization shall not interfere with the rights conferred herein.

2. Licensor's consent herein to cross its Property at the specific locations as identified in Exhibits "A1 thru A6" is without covenant or warranty, express or implied. The Licensor does not warrant the fitness or suitability of its Property for any purpose(s) granted herein. Licensee accepts the condition of the Property "as is where is," with all hazards, and shall not look to Licensor for maintenance, repairs or improvements of said Property.

GRANT
SUBORDINATE TO
PRIOR RIGHTS

DISCLAIMER OF
WARRANTY

SPECIAL CONDITIONS
REQUIREMENTS

3. The installation, construction, maintenance, operation, repair, relocation, and removal of Licensee's facilities shall be in accordance with the terms and conditions set forth in this Agreement, including any such terms and conditions contained in **any Exhibits and/or Appendices** specifically attached hereto and made a part hereof.

PRIOR NOTICE OF
CONSTRUCTION

4. Licensee shall give Licensor at least seven (7) days' written notice before commencing any fieldwork hereunder whether in the initial construction or subsequently. Such notice shall be addressed to Licensor as follows:

Niagara Mohawk Power Corporation
1570 E. Avon-Rochester Road
Avon, New York 14414
Attention: Rick Eichhorn, Supervisor TLS

RIGHTS OF
INSPECTION

5. Licensor, at its election, may have an Inspector present at the time or times field work by Licensee is being performed, and such Inspector shall have the right and authority to require the modification or cessation of any or all work hereunder when, in his judgment, such work is contrary to the provisions of this grant or is, or may become, a source of danger to the facilities of Licensor. If billed by Licensor, Licensee shall pay to Licensor the reasonable cost and expense of such inspection, based on prevailing wage rates of Licensor's inspection personnel. The presence or absence of Licensor's Inspector shall not constitute a waiver of any provision of this Agreement.

INTERFERENCE
WITH FACILITIES

6. A. Licensee shall construct and shall thereafter maintain, operate, repair, relocate and/or remove its facilities so as not to injure or damage the Property or injure, damage or interfere with the Licensor's facilities.

B. Licensee shall not block or impede access to or along the Property, or damage roads or trails used to gain access to or along the Property.

C. Licensee hereby assumes the responsibility for reimbursing Licensor for any adjustment (temporary or permanent), and outages or relocations (temporary or permanent) of its facilities necessary to accommodate the construction, operation, maintenance or removal of Licensee's facilities.

RESTORATION OF
PROPERTY

7. All earth or soil disturbed by the installation, construction,

maintenance, operation, repair, relocation and/or removal of Licensee's facilities shall be properly replaced and the surface thereof restored to its former condition (including reseeding) by Licensee at its sole cost and expense.

Unless otherwise directed or previously agreed upon, all vegetative material and debris removed as a result of Licensee's activities shall be hauled away and properly disposed of by Licensee at its sole expense.

REIMBURSEMENT
FOR MODIFICATION
OF FACILITIES

8. Licensee shall promptly reimburse Licensor for any costs and expenses which Licensor may incur in changing, modifying or relocating Licensor's facilities, now or in the future, in order to accommodate the construction, maintenance, operation, repair, relocation and/or removal of Licensee's facilities installed under the terms of this Agreement upon submission of proper bills therefor.

RELOCATION OF
LICENSEE'S
FACILITIES

9. A. As soon as practicable, but in any event no later than upon ninety (90) days' prior notice from Licensor, Licensee shall, at its sole cost and expense, relocate all or any part or parts of the facilities installed under the terms of this Agreement as Licensor may at any time, or from time to time, require.

B. Should Licensee not desire to relocate its facilities, Licensee may elect to leave said facilities in place upon delivering to Licensor its written agreement to reimburse Licensor for any increase in cost resulting from Licensor's need to alter its normal design in the construction or installation of the Licensor's own facilities or other improvements upon the License Area.

PHOTOGRAPHS

10. Photographs of the condition of the area where the License Area shall be taken by Licensee both prior to, and after, the completion of all construction by Licensee, and prints of such photographs shall be made available to the Licensor.

INSURANCE
REQUIREMENT

11. Licensee shall provide to Licensor, prior to exercise of rights hereby granted, and keep in force during the term of this Agreement, unless waived in writing by Licensor, a general Public Liability insurance policy which shall include contractual coverage. Such policy(ies) shall be written by a company and contain language and policy limits to be approved by Licensor. The type of policy, nature of special endorsements, if any, and amount of coverage shall be as set forth in **Exhibit "C"** attached hereto and made a part hereof.

If the exercise of the rights herein granted or any part of such rights are performed by one or more contractors, the insurance provisions attached, except self-insurance, shall apply.

INDEMNIFICATION

12. Licensee hereby assumes all risk of loss, damage or injury (including death) to persons or property occasioned by negligence or otherwise, and arising out of or in any way connected with the construction, maintenance, renewal, repair, operation, use, existence or removal of Licensee's facilities or the activities herein authorized. Licensee hereby expressly agrees to indemnify, defend and save harmless Licensor, its officers, contractors, agents and employees from and against all such loss, damage or injury, whether resulting or accruing to Licensor, its officers, contractors, agents or employees, or to any other person or persons, and from all claims arising out of such loss, damage or injury, and from all costs and expenses connected therewith (including, but not limited to, counsel fees and disbursements incurred by Licensor in any action or proceeding between Licensee and Licensor or between Licensor and any third party or otherwise), unless it is established and the same was occasioned by the sole negligence of Licensor.

It is agreed that Licensee is responsible for all costs, expenses or damages arising out of, or in connection with, any injuries to persons or damages to property (including real property, personal property and environmental damages) caused by the installation, erection, construction or reconstruction, excavation, grade of land or maintenance of Licensee's facilities, as previously described.

Licensee specifically agrees to indemnify Licensor against any claim which may be made pursuant to the federal Comprehensive Environmental Response Compensation and Liability Act of 1980, and any subsequent amendments thereto, arising from the operation of the subject facilities. This indemnification also applies to any claims resulting from Licensee's violation of any state laws or regulations pertaining to releases or spills of toxic and/or hazardous substances to the environment.

Licensee shall take prompt action to defend and indemnify Licensor against claims, actual or threatened, but in no event later than notice by Licensor to

Licensee of the service of a notice, summons, complaint, petition or other service of a process against Licensor alleging damage, injury, liability, or expenses attributed in any way to this Agreement, including but not limited to the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of the Licensee, it's agents, employees, sub-contractors or suppliers. Licensee shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim.

Furthermore, Licensee understands and agrees it is responsible for any and all costs and expenses incurred by Licensor to enforce this indemnification provision.

The obligations set forth in this article shall survive completion of the work, termination or expiration of this contract.

13. [Intentionally left blank]

14. Any notice given to either party under the terms of this Agreement (except construction notification as set forth in paragraph 3 hereof), shall be given by certified or registered mail, return receipt, or by overnight delivery service, addressed as follows:

To Licensor:
Niagara Mohawk Power Corporation
Attn: Real Estate Supervisor
144 Kensington Avenue
Buffalo, New York 14214

To Licensee:
Frontier Stone LLC
Attn: Mr. David J. Mahar, President
4172 E. Lake Road
Wilson, New York 14172

Notice shall be deemed to have been given three (3) days after mailing if made by certified or registered mail, and one (1) day after mailing if made by overnight courier.

15. Licensee shall bear, pay and discharge all taxes, assessments and public charges, ordinary and extraordinary, levied, assessed or accruing upon the Property

NOTICE

REIMBURSEMENT
OF TAXES

because of its License Area and facilities. Every such tax, assessment and public charge shall be paid, discharged or cancelled not more than thirty (30) days after the same shall become a lien, and if Licensee shall fail to pay, discharge or cancel any such tax, assessment or public charge within thirty (30) days after the same shall become a lien, Licensor may, at its option, pay and satisfy the same and any amount so paid, together with all penalties in connection therewith, together with interest from date of payment, shall be repaid to Licensor, upon thirty (30) days' demand.

COMPLIANCE WITH LAW

16. Licensee shall, at its own cost, comply with all applicable laws, ordinances, orders, rules and regulations of the United States, of the State of New York, of any departments, bureaus, authorities or commissions created under the laws of either government and of the several municipalities in which the Property and License Area are situated insofar as the same relate to the exercise of any privilege or the performance of any duty under this Agreement, and whether the same are obligatory upon the Licensee or upon the Licensor. Specifically, Licensee agrees that its activities shall be in accordance with the Conservation Law of New York State and 6NYCRR Parts 420-425.

REMOVAL OF LICENSEE'S FACILITIES

17. Upon termination, revocation, cancellation or surrender of this Agreement in accordance with its terms, Licensor shall, in its sole discretion, determine if the facilities must be removed or must be abandoned in place. If Licensor shall require Licensee's facilities to be removed, such removal shall be accomplished at the expense of the Licensee, and field work shall be performed by personnel designated and authorized by Licensor. Licensor may elect to protect its system and facilities by authorizing removal work to be done only by its own employees or contractors.

ASSIGNABILITY

18. This Agreement, nor any rights granted hereunder, shall be assigned without the written consent of Licensor and the assumption in writing by Licensee's assignee of all duties and obligations hereunder.

TERM

19. The annual rental for each successive five-year period shall be adjusted by the same percentage by which the Consumer Price Index, Northeast Region All Items, published by the Bureau of Labor Statistics of the United States Department of

Labor (the "CPI") has increased since the preceding Adjustment Date. If the CPI ceases to be published, a similar index chosen by mutual agreement of Grantor and Grantee shall be used.

REVOCATION

20. Licensors hereby reserves the right to terminate, cancel and revoke the privileges or rights extended to Licensee by the terms of this agreement at any time, without cause, upon sixty (60) days' written notice to Licensee. Upon revocation, this agreement shall become null and void and all rights of Licensee hereunder shall forever cease and determine and be in all respects forfeited. Thereafter, Licensor may require Licensee to remove said facilities from the premises, and if Licensee fails so to do within sixty (60) days after the mailing of such notice, Licensor may effect such removal, demand and collect the cost thereof from Licensee, without liability on account of or with respect to said facilities, or the salvage value thereof.

ENTIRE
AGREEMENT

21. No provision of this Agreement shall be deemed to have been waived by the Licensor unless such waiver be in writing signed by the Licensor. This Agreement contains the entire agreement between the parties and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by the Licensor and Licensee. In the event that any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this instrument and remaining parts of this instrument shall be enforced as if such invalid, illegal or unenforceable part were not contained in the instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers thereunto duly authorized and their respective corporate seals to be affixed hereunto all as of the day and year first above written.

**NIAGARA MOHAWK POWER CORPORATION
d/b/a NATIONAL GRID**

By _____

Name: Paul J. Cianchetti

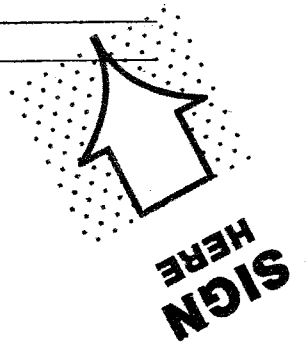
Title: Vice President Operations-NY

FRONTIER STONE LLC

By _____

Name: _____

Title: _____



STATE OF NEW YORK :
SS:
COUNTY OF ERIE :

On this _____ day of _____, in the year 20____, before me, the undersigned, personally appeared **PAUL J. CIANCHETTI**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK :
SS:
COUNTY OF _____ :

On this _____ day of _____, in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



Appendix "A"

SPECIAL CONDITIONS

1. It is hereby understood that the roadway crossings will only be used by vehicles and equipment that are capable of traveling public highways without the need of any oversize permits.
2. Jersey barriers shall be placed around NMPC structures during construction of the roadway crossings.
3. A minimum clearance of thirty (30') feet from the finished grade of the road to the lowest conductor will be maintained at all times.
4. No structures of any kind shall be constructed on the right-of-way.
5. There will be no stockpiling of materials nor standing/parking of vehicles or equipment on NMPC lands.
6. No vehicle, equipment or machinery having extensions whose highest point reaches (or which is capable of reaching) within 15 feet of the lowest electric conductor shall be permitted within the License Area.
7. No personnel or object shall climb or be placed atop vehicles, equipment or machinery using the roadway crossings.