

manufacturing or hydraulic purposes of all kinds, and for all other purposes for which water is not to be supplied to the corporation as aforesaid within the limits of the said Town of Fort William, and also to sell, lease or otherwise dispose of and to deliver mechanical, electrical and hydraulic power and energy, electricity, compressed air, and power and energy in any other more condensed form derived from the sources above named that may from time to time be in use, and for the purpose of so doing to convey and conduct such water, mechanical, electrical and hydraulic power and energy, electricity, compressed air, and power and energy in any other more condensed form by three separate routes in as direct a manner as practicable, through, along, under and over the streets, highways and public places of the corporation on such routes and no others unless mutually agreed upon, by means of pipes, mains, wires, poles and conduits and other approved methods that may from time to time be in use for such purposes; provided, however, that in so doing the contractor shall interfere as little as possible with the existing pavements, sewers, water-mains, pipes and wire and pole lines of the corporation, and shall construct and operate the said works in a proper and workmanlike manner and under competent supervision and in such a way as to interfere with and interrupt as little as possible the public use of such streets, highways and public places; and provided further that the contractors shall give to the corporation twenty days' notice in writing before entering upon any of the streets, highways or public places of the corporation for the purpose of constructing any of the said works or making repairs or alterations therein, and that the said works shall be constructed, and all repairs and alterations hereto shall be executed in a manner approved of by the Town Engineer as least calculated to interfere with the public use of such streets, highways and public places, and that upon the completion of any of the said works or repairs or alterations, the said streets, highways and public places, shall be restored as nearly as possible to their original condition to the satisfaction of the said Town Engineer; and provided also that the contractor shall indemnify and save harmless the corporation from all damages properly recoverable against it by reason of anything done by the contractor under the provisions of this paragraph.

17. Should the corporation at any time do away with all its wires and pole lines either throughout the whole of the said town or throughout any particular areas or sections of it in which the congestion of business or traffic may make such a course necessary, the contractor shall also upon receipt of reasonable notice, remove his wire and pole lines from above the surface of the said streets, highways and public places within the same areas or sections.

18. The works to be constructed by the contractor under this agreement (including those mentioned in paragraph 16 thereof) and all the property whether real or personal, used or occupied in connection therewith, shall during the currency of this agreement be exempt from all taxes and assessments of every kind except only school taxes, and local improvement rates.

19. This agreement shall remain in force until the first day of January, 1932.

20. This agreement and all the terms and provisions hereof shall be in all respects binding upon, and shall enure to the benefit of the heirs, executors, administrators and assigns of the contractor and the successors and assigns of the corporation, and the contractor shall have the right at any time to sell, lease, assign, transfer and set over this agreement and all his rights, powers and privileges hereunder to any company or corporation that may be formed for the purpose of carrying out the undertaking or works contemplated by this agreement or any part of such undertaking or works, and upon notification to the corporation of such assignment or transfer this agreement and all the rights, powers and privileges hereby granted to the contractor shall at once become vested in and exercisable by the said company or corporation to be formed as aforesaid in the same way to all intents and purposes and to the same extent as if the name of