

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 civil 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 wire 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 hereof) 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 such company or corporation were substituted for that of the contractor in this agreement.

21. The contractor shall not offer any inducements in the shape of lower prices or otherwise to consumers to locate in one municipality in preference to another.

22. Time shall be of the essence of this agreement, and this agreement shall be altogether null and void if the contractor shall not within three years from the first day of January, 1899, have completed the works specified in paragraph number one (1) hereof.

In witness whereof the seal of the corporation under the hands of its mayor and clerk has been hereunto affixed and the contractor has hereunto set his hand and seal.

Signed, Sealed and Delivered in presence of

J. McTEIGUE,

Clerk.