

THIS IS EXHIBIT "A"
REFERRED TO IN THE AFFIDAVIT OF
JANE MUSTAC
SWORN BEFORE ME THIS 24TH DAY
OF JULY, 2020.


.....
A Commissioner, etc.

AGREEMENT made in duplicate this ¹³~~11th~~ day of December, ¹⁹⁵⁷~~1956~~

A.D. 1957.

B E T W E E N:

THE CORPORATION OF THE COUNTY OF ESSEX,

hereinafter called "the Corporation"

- OF THE FIRST PART - 2

A N D

UNION GAS COMPANY OF CANADA, LIMITED,

hereinafter called "the Company"

- OF THE SECOND PART -

WHEREAS the Company has requested The Corporation of the County of Essex (hereinafter called "the Municipality") to grant it a franchise or right to lay down, maintain and use pipes and other necessary works for the transmission of gas on, in, under, along or across any highway under the jurisdiction of the said Council for the purpose of passing through the Municipality in the continuation of a line, work or system which is intended to be operated in or for the benefit of another municipality and is not used or operated in the Municipality for any other purpose except that of supplying gas in a township to persons whose land abuts on a highway along or across which gas is carried or conveyed or to persons whose land lies within such limits as the said Council by by-law passed from time to time at the request of the Company determines should be supplied with such service.

AND WHEREAS the Council of the Corporation has by By-law passed on the ^{13th}~~11th~~ day of December, A.D. 1957, granted the said franchise from and after the date of the execution of this Agreement and has authorized and empowered the Warden and Clerk of the Corporation to execute this Agreement and to affix the corporate seal thereto.

NOW THEREFORE THIS AGREEMENT made in consideration of the premises and of the performance of the covenants and obligations hereinafter contained on the part of the Company, WITNESSETH as follows:-

1. Full right, power, permission and consent are hereby granted, conferred and assured unto Union Gas Company of Canada, Limi-

- 2 -

ted, its successors and assigns, to keep, use, operate, repair, maintain, remove, abandon, replace, reconstruct, alter and extend its existing lines, pipes and works in the highways under the jurisdiction of the Council of the Municipality and to lay down, maintain and use pipes and other necessary works for the transmission of gas on, in, under, along or across any highway under the jurisdiction of the said Council for the purpose of passing through the Municipality in the continuation of a line, work or system which is intended to be operated in or for the benefit of another municipality and is not used or operated in the Municipality for any other purpose except that of supplying gas in a township to persons whose land abuts on a highway along or across which gas is carried or conveyed or to persons whose land lies within such limits as the said Council by by-law passed from time to time at the request of the Company determines should be supplied with such service.

2. The rights and privileges hereby granted shall continue and remain in force for a period of ten years from the date hereof and so long thereafter as the said lines are in actual use for the transportation of gas.

3. The said pipelines shall be laid across the said highways in locations approved by the Road Superintendent of the County of Essex for the time being or such other officer as may be appointed by the Council for that purpose, and the charges of such Road Superintendent or other officer attending to give such approval shall be paid by the Company.

4. All pipelines shall be placed underground, if required by the officer of the Corporation and shall be so constructed as not to obstruct or interfere with the use of the highway or with any sewers, water-pipes, drains or ditches thereon or therein, or with works of improvement or repair thereof or with the roads or bridges to property fronting thereon.

5. Upon the laying down of the said pipelines or other works hereby authorized or taking any of the same up, or moving the same from place to place in any highway, the highway shall be left unbroken on its surface and in as safe and good a state of repair as it was before

it was entered upon or opened.

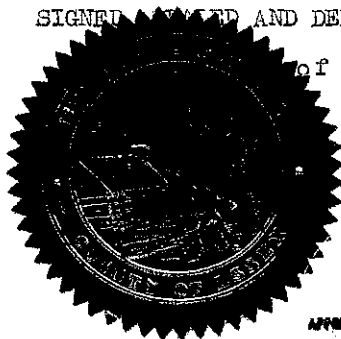
6. In the event that the Corporation in pursuance of its statutory powers shall deem it expedient to alter the construction of any highway or of any municipal drain, ditch, bridge, culvert or other municipal works or improvements thereon or therein and in the course thereof it shall become reasonably necessary that the location of a main, line, pipe or works of the Company laid or operated under this By-law should be altered at a specified point to facilitate the work of the Corporation, then upon receipt of reasonable notice in writing from the Clerk of the Corporation specifying the alteration desired, the Company shall, at its own expense, alter or re-locate its main, pipe, line or works at the point specified.

7. The Company shall and does hereby at all times indemnify and save harmless the Municipality from and against all loss, damage, injury or expense which the Municipality may bear, suffer or be put to by reason of any damage to property or injury to persons caused by the construction, repair, maintenance, removal or operation by the Company of any of its mains, pipes, lines or works in the Municipality unless such loss, damage, injury or expense is occasioned by Act of God or by the act, neglect, or default of some person, firm or corporation other than the Company, its servants, contractors, sub-contractors, agents or employees.

8. This agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the said parties have caused to be affixed hereto their respective corporate seals duly attested by the hands of their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED



APPROVED AS TO FORM
[Signature]
[Illegible text]

THE CORPORATION OF THE COUNTY OF ESSEX

[Signature]
Warden.

[Signature]
Clerk.

UNION GAS COMPANY OF CANADA, LIMITED

[Signature]
Vice-President and General Manager.

[Signature]
Assistant Secretary.

DATED Decembe. 11th A.D. 1957.

THE CORPORATION OF THE COUNTY OF
ESSEX

- and -

UNION GAS COMPANY OF CANADA,
LIMITED

-: AGREEMENT :-

McNevin, Gee & O'Connor,
Barristers, etc.
Bank of Montreal Bldg.
CHATHAM, Ontario.