

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW 96-10

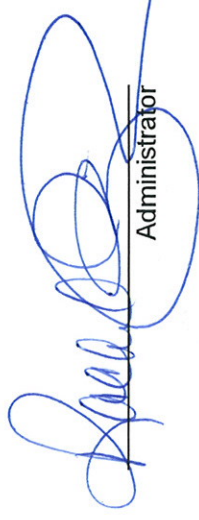
A by-law to authorize execution of an Agreement between the municipality and Bell Mobility Cellular Inc.

THE COUNCIL of the Corporation of the Township of Prince HEREBY ENACTS AS FOLLOWS:

1. That the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to a Lease Agreement between the municipality and Bell Mobility Cellular Inc., which Agreement is attached hereto as Schedule "A".
2. Schedule "A" hereto forms part of this by-law.

READ THREE TIMES and PASSED in open Council this 25th day of June, 1996.

  
Reeve

  
Administrator

Schedule "A"

**Lease Agreement**

**“ 3042 SECOND LINE WEST “  
SAULT STE. MARIE, ONTARIO**

**SITE #: 555**

THIS AGREEMENT made this 28th day of May, 1996.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

Township of Prince  
3042 Second Line West  
Sault Ste. Marie  
Ontario

(hereinafter referred to as the "Landlord")

OF THE FIRST PART

- AND -

**BELL MOBILITY CELLULAR INC.  
20 CARLSON COURT  
ETOBICOKE, ONTARIO  
M9W 6V4**

(hereinafter referred to as the "Tenant")

OF THE SECOND PART

WITNESSETH WHEREAS the Landlord is the registered owner of the property (hereinafter called the "Property") municipally known as 3042 Second Line West, Sault Ste. Marie Ontario which is more particularly described in Exhibit "A" attached hereto and forming a part hereof.

AND WHEREAS the Tenant is desirous of using a portion of the Property being approximately 600x600 square feet of leasable space which is more particularly shown cross-hatched on the plan attached hereto and forming a part hereof as Exhibit "B" (hereinafter called the "Leased Premises") to erect a Tower and an Equipment Shelter on the Leased Premises for the exclusive use of the Tenant, its agents, employees, contractors, assignees and/or sublessees to attach, adjust, operate, maintain and replace initial and additional antenna attachments, cabling and associated equipment required for wireless telecommunications, together with an access road to the Leased Premises.

AND WHEREAS the Landlord is agreeable to allow the Tenant to use the Property as herein described subject to the terms and conditions hereinafter contained.

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

- [1] **USE OF LEASED PREMISES** - The Landlord hereby grants to the Tenant permission to construct or install on the Leased Premises a tower (hereinafter called the "Tower"); an equipment shelter and all necessary antennas, apparatus, fixtures, cabling and attachments (hereinafter called the "Equipment"); and permission to install, reconfigure, attach, operate, maintain and replace the Tower and all of the initial and additional Equipment on the Leased Premises for wireless telecommunications; and to construct an access road to the Leased Premises, if required.
- [2] **TERM** - The term of this lease (hereinafter called the "Term") shall be five (5) years commencing on the first day of July 1, 1996 and ending on the last day of June, 2001.
- [3] **RENT** - The Tenant shall pay to the Landlord, its successors and assigns, annual gross rent as set forth in Exhibit "C", attached hereto and forming a part hereof, for the use of and access to the Leased Premises as granted by the Landlord herein. In addition, the Tenant shall pay on behalf of the landlord so long as activated on the Bell mobility Network the initial purchase cost for 4 cellular phones and related equipment the total cost combined not to exceed \$3200.00 dollars. The Landlord will pay for all other costs of activation, use and repair. The Tenant shall also pay to the Landlord any goods and services tax which it is required to pay by law and the Landlord shall inform the Tenant of the applicable registration number.
- [4] **OPTION TO EXTEND** - Provided the Tenant is not in breach of the Lease at the expiry of the Term, the Tenant shall have Two options to extend the Term of the Lease and/or subsequent Leases (the "Option to Extend") for a further term of five (5) years each upon the same terms and conditions as contained in the original Lease save only for the annual gross rent which shall be the gross rent shown on Exhibit "C" attached hereto. To exercise an Option to Extend, the Tenant shall give notice in writing to the Landlord no later than ninety (90) days prior to the date of expiry of the then current Term.
- [5] **ASSIGNMENT** - The Tenant shall be permitted to assign, sublet or license the whole or any part of the Tower, Equipment or Leased Premises and rights of access without the consent of the Landlord to any assignee, sublessee or licensee (hereinafter called the "Assignee"); provided that the Tenant shall not be relieved from any of its obligations under this Lease and provided further that the Tenant obtains from the Assignee(s) an agreement to be bound by the terms and conditions of this Lease. If the Tenant sublets or licenses to an Assignee(s) the Tenant shall continue payment of rent to the Landlord as set forth.
- [6] **TENANT'S WORK** - The Tenant shall, at its own expense, install, attach, repair, operate and maintain its Tower and Equipment in a good and workmanlike manner, the whole in accordance with installation plans and specifications to be submitted by the Tenant prior to work and subject to the Landlord's approval, which shall not be unreasonably withheld or delayed.

The Tenant may submit further plans and specifications showing additions, replacements or relocation of Equipment. These plans and specifications shall be subject to the Landlord's approval, which shall not be unreasonably withheld or delayed.

All installation, reconfiguration, attachment, maintenance, repair and operation to be carried out under this Lease by the Tenant shall be done at the Tenant's expense and risk, except for any damage, loss, injury or death which results from the negligence or willful default of the Landlord, its employees, agents or contractors.

[7] **TENANT'S REPAIRS** - The Tenant agrees to repair, restore and replace, at the Tenant's cost and expense to the reasonable satisfaction of the Landlord, all damages or injuries, structural or otherwise, save and except for reasonable wear and tear, that may be caused to the Landlord's property, including all buildings on the property by reason of the installation, reconfiguration, attachment, maintenance, operation or removal by the Tenant, its employees, agents, contractors or any Assignee, of the Tenant's Tower or Equipment during the Term or upon termination of this Lease.

[8] **ACCESS** - The Landlord grants to the Tenant, its agents, employees, contractors, or to an Assignee, all rights of direct access, 24 hours a day, 7 days a week, to the Property, and such other rights as are necessary to enable the Tenant, its agents, employees, contractors or any Assignee to install, reconfigure, attach, operate, maintain and replace the Tower and Equipment, including but not limited to connecting its Tower and Equipment to the public utility network, pursuant to the utility's requirements or recommendations and any required right-of-ways as may be detailed in Exhibit "A". The Tenant, at its expense, shall prepare a plan of survey outlining the Leased Premises and all rights of access to and egress from the Property as shown on Exhibit "B" attached hereto and forming a part hereof. Such plan shall be registered with a copy to the Landlord. Access keys shall be provided by the Landlord to the Tenant if and when keys are requested by the Tenant.

Where available, the Tenant, its agents, employees, contractors and any Assignee, shall have the use of and access to any existing access driveway and a 24-hour parking space located on the Landlord's property as shown on Exhibit "B". If required, the Landlord shall provide the Tenant with parking access cards and provide notice to any security personnel and contracted towing/tagging services.

[9] **ADDITIONAL TAXES** - The Tenant shall pay any new taxes, rates, fees or assessments of every description, and licenses, which may be charged or imposed, during the Term hereof, by an authority upon or in respect of the privileges hereby granted. For further clarification, the Tenant shall not pay any taxes, rates, fees or assessments, or portions thereof, unless it can be demonstrated that such costs have been assessed as a direct result of the Tenant's use of the Leased Premises. The Landlord shall provide to the Tenant prior written notice or charge in respect to the aforementioned before the Tenant is obligated to make any such payment.

[10] **ELECTRICITY** - The Tenant shall have the right at any time and at its own cost and expense, to connect to and draw power from the Landlord's electrical power supply. The Tenant shall be responsible for its electrical connection costs and for the electrical consumption used on the Leased Premises. Where permitted by the local hydro utility, the Tenant shall at its expense install a separately metered hydro subservice; such electrical consumption shall be billed separately by the local hydro utility to the Tenant.

In circumstances where the local hydro utility will not provide separate billing for a hydro subservice sharing the same municipal address with the primary hydro

service, the Tenant shall install at its expense a hydro check meter. The Tenant shall make monthly installments to the Landlord of Three Hundred and Fifty Dollars (\$350.00), in advance. The Tenant shall periodically read said check meter to determine the actual electrical consumption for the period. Based on this reading the Tenant shall adjust the monthly hydro installments, determine a revised rate and begin paying that rate monthly in advance for the subsequent period. This process shall continue throughout the Term of the Lease.

[11]

**FAILURE TO PAY RENT** - If the Tenant defaults at any time in any rental payment required under this Lease, or any subsequent renewal thereof, or fails, or neglects at any time to fully perform, observe and keep all the covenants, terms and conditions herein contained, the Landlord shall give the Tenant written notice of such default and the Tenant shall correct such default within fifteen (15) days after receipt thereof and if the default remains outstanding on the sixteenth (16th) day the Landlord may terminate this Lease forthwith, except in the event that such default reasonably requires more than fifteen (15) days to correct in which case the Tenant shall have a reasonable time to cure such default.

[12]

**OVERHOLDING** - If the Tenant overholds the Leased Premises beyond the Term of this Lease or any subsequent renewals thereof, the Tenant may continue such holding over as a tenancy from month to month, upon the same terms and conditions as contained in the original Lease.

[13]

**REMOVAL** - The Landlord agrees that the Tower and Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and may be removed from the Leased Premises at any time from time to time by the Tenant during the Term or within a reasonable time after expiration or early termination of this Lease, so long as the Tenant makes good any damage caused by such removal, reasonable wear and tear excepted. Failure by the Tenant to remove the Tower and Equipment after receipt of at least ninety (90) days prior written notice by the Landlord to remove same upon the expiration or early termination of this Lease will enable the Landlord to remove the Tower and Equipment at the reasonable expense of the Tenant.

[14]

**TERMINATION** - In the event that any building, structure, object or works of any nature or kind whatsoever, including third party telecommunications works or equipment, is erected, installed or discovered in the vicinity of the Leased Premises which screens, shields or interferes in any manner with the signals transmitted or received by the Tenant's Equipment, or should the operation of the Tower and Equipment become technologically or economically impractical, difficult or impossible by reason of any government law, regulation, requirement, municipal by-law, or technological change or advancements, or should there be irreparable damage to or destruction of the Tower and/or Equipment, the Tenant may, in its sole discretion, terminate this Lease by giving thirty (30) days prior written notice to the Landlord and the Tenant shall be entitled to remove the Tower and Equipment from the Leased Premises within a reasonable time thereafter. In the event of such termination, the Landlord shall refund pro-rata the portion of rent, if any, accruing due after the date of the said termination and the parties shall be released from any further obligations with respect to any matter under this Lease.

[15]

**EXCLUSIVE USE** - The Landlord shall not during the Term of this Lease, or any subsequent renewals thereof, use or permit others to use the Property for the installation of any equipment, antennas, apparatus, fixtures or attachments which are used for the purpose of wireless telecommunications or which may interfere in any manner with the signals transmitted or received by the Tenant's Equipment.

- [16] **ALTERATIONS** - The Tenant and any Assignee may make any alterations and/or improvements during the Term and any subsequent renewal hereof without requiring the consent of the Landlord. Such improvements may include, but are not limited to the expansion of existing, or the installation of new shelters, antennas, microwave dishes and/or various equipment deemed necessary on the Leased Premises.
- [17] **QUIET ENJOYMENT** - The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord provided the Tenant performs all its covenants under this Lease.
- [18] **NON-DISTURBANCE** - The Landlord agrees to obtain from any purchaser or mortgagee a Non-Disturbance Agreement to respect and continue in full force and effect, all the terms and conditions of this Lease.
- [19] **INSURANCE** - The Tenant shall, during the Term hereof, keep in full force and effect a policy of insurance with respect to the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than One Million and Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence or accident. The Tenant agrees to indemnify the Landlord for any claims or damages caused by the Tenant, its agents, employees, contractors or by any Assignee. This shall be the limit of the Tenant's liability to the Landlord under this Lease.
- [20] **ENVIRONMENTAL** - The Landlord warrants, to the best of his knowledge, that the Leased Premises does not contain any toxic or hazardous substances or materials ("Contaminants"), including, without limitation, asbestos, urea formaldehyde, PCBs or any other Contaminants as defined in the Environmental Protection Act, Ontario. If Contaminants are discovered by the Tenant during construction work, the Landlord shall remove said Contaminants at its expense, failing which, this Option and any subsequent Leases made between the parties may be terminated at the option of the Tenant by giving written notice to the Landlord.
- [21] **MODIFICATION** - No change or modification to this Lease shall be valid unless it is in writing and is duly executed by both parties hereto.
- [22] **REGISTRATION** - The Tenant may register this Lease or a notice of this Lease on title to the Property in order to show its interest herein and the Landlord shall execute any documents to carry this out, and all costs shall be borne by the Tenant. The Landlord agrees to provide the Tenant with a legal description of the Property for registration purposes. The Landlord further agrees to execute any further documents required in this regard. The Tenant may at its cost obtain any necessary survey of the Property and/or the Leased Premises which may be required in order to carry out the aforesaid registration. Such survey may be forwarded to the Landlord after the installation is complete. Receipt of the same shall constitute the Landlord's acceptance and shall form part of this Lease as Exhibit "B".
- [23] **NOTICE** - Any notice required by this Lease shall be made in writing and shall be considered given or made on the day of delivery if delivered before 5:00 p.m. by facsimile or by personal delivery upon any officer of the Tenant, or three (3) business days after the day of delivery if sent by prepaid registered mail upon the Landlord addressed as follows:

**ATTENTION :REEVE**  
Township of Prince  
3042 Second Line West, RR#6  
Sault Ste. Marie  
Ontario  
P6A 6K4

and in the case of the Tenant to:

**BELL MOBILITY CELLULAR INC.**  
20 CARLSON COURT  
ETOBICOKE, ONTARIO  
M9W 6V4

**ATTENTION: REAL ESTATE SERVICES**  
Facsimile: (416) 674-5388

Either party hereto may change its aforesaid address for notices in accordance with the provisions of this notice.

[24] **ENUREMENT** - The Landlord covenants that he has good right, full power, and absolute authority to grant this Lease to the Tenant and this Lease shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

[25] **EXECUTION** - This Lease shall not be in force or bind either of the parties hereto until executed by all the parties named herein.

[26] **CONDITIONAL PERIOD** - This Lease referred to herein shall be conditional until the 31st day of December, 1996, upon the Tenant obtaining at its expense all municipal, provincial, federal or other governmental approvals required for the construction and installation of the Tower and Equipment on the Leased Premises and upon the Tenant satisfying itself in its sole discretion, which discretion may be exercised arbitrarily, that the Leased Premises is both technologically and economically viable for the Tenant. If any of the above conditions are not satisfied by the date noted above, then this Lease shall terminate and become null and void and all rent and all payments made hereunder shall be refunded prorata, to the date of such termination, and both parties shall be released from all further obligations or liabilities under this Lease. These conditions are for the sole benefit of the Tenant and may be waived only by the Tenant at its sole option.

[27] **CONFIDENTIALITY** - The terms of this agreement and all information issued, disclosed or developed in connection with this agreement are to be held in strict confidence between the parties hereto. The Landlord, its agents and employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the Tenant and to take all reasonable precautions for protection of such information from disclosure. Furthermore, the Landlord hereby agrees to indemnify the Tenant for any losses or damages directly caused through the failure of the Landlord, its agents or employees to take such reasonable precautions.

IN WITNESS WHEREOF the said parties hereto have duly executed this Lease on the dates noted below.

DATED at Etobicoke, this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

**BELL MOBILITY CELLULAR INC.**

Per: \_\_\_\_\_

Vice President, Western Region

Seal

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

**LANDLORD'S NAME**

Per: David Edgar  
I have the authority to bind the company.

Name:  
Title:

Seal

**LANDLORD'S NAME**

Per: \_\_\_\_\_  
I have the authority to bind the company.

Name:  
Title:

Seal



**EXHIBIT "A"**

To the Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

Between:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and

**BELL MOBILITY CELLULAR INC.  
20 CARLSON COURT  
ETOBICOKE, ONTARIO  
M9W 6V4**

All and singular that certain parcel or tract of land and premises described municipally as \_\_\_\_\_, Ontario.

More particularly described as:  
\_\_\_\_\_

**SCHEDULE EXHIBIT "B"**

**LEASED AREA SITE PLAN**

**“As Built” to be provided**

\* Subject to Municipal Setbacks

# SCHEDULE EXHIBIT "C"

## ANNUAL RENTAL PAYMENT SCHEDULE

All rentals are payable annually in advance.

### TERM 1

Year 1: July 1, 1996 to and including June 30, 1997  
Three Thousand Six Hundred Dollars (\$3600.00)

Year 2: July 1, 1997 to and including June 30, 1998  
Three Thousand Six Hundred Dollars (\$3600.00)

Year 3: July 1, 1998 to and including June 30, 1999  
Three Thousand Six Hundred Dollars (\$3600.00)

Year 4: July 1, 1999 to and including June 30, 2000  
Three Thousand Six Hundred Dollars (\$3600.00)

Year 5: July 1, 2000 to and including June 30, 2001  
Three Thousand Six Hundred Dollars (\$3600.00)

### TERM 2

Year 1: July 1, 2001 to and including June 30, 2002  
Three Thousand Six Hundred Seventy Two Dollars (\$3672.00)

Year 2: July 1, 2002 to and including June 30, 2003  
Three Thousand Six Hundred Seventy Two Dollars (\$3672.00)

Year 3: July 1, 2003 to and including June 30, 2004  
Three Thousand Six Hundred Seventy Two Dollars (\$3672.00)

Year 4: July 1, 2004 to and including June 30, 2005  
Three Thousand Six Hundred Seventy Two Dollars (\$3672.00)

Year 5: July 1, 2005 to and including June 30, 2006  
Three Thousand Six Hundred Seventy Two Dollars (\$3672.00)

### TERM 3

Year 1: July 1, 2006 to and including June 30, 2007  
Three Thousand And Forty Six Dollars (\$3746.00)

Year 2: July 1, 2007 to and including June 30, 2008  
Three Thousand And Forty Six Dollars (\$3746.00)

Year 3: July 1, 2008 to and including June 30, 2009  
Three Thousand And Forty Six Dollars (\$3746.00)

Year 4: July 1, 2009 to and including June 30, 2010  
Three Thousand And Forty Six Dollars (\$3746.00)

Year 5: July 1, 2010 to and including June 30, 2011  
Three Thousand And Forty Six Dollars (\$3746.00)

## AUTHORIZATION AND PERMISSION

**TO WHOM IT MAY CONCERN:**

BELL MOBILITY CELLULAR INC. has my/our permission to act as my/our Agent to acquire the necessary permits, drawings, and information from the Municipal or other Authorities concerned, needed to approve the construction of the site set out below and as shown on the plan attached to the Lease Option as Schedule "B"

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**COMPANY/OWNER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**PHONE # :** \_\_\_\_\_

---

**SITE:** \_\_\_\_\_

**SITE ADDRESS:** \_\_\_\_\_

**LEGAL DESCRIPTION:** \_\_\_\_\_  
\_\_\_\_\_

---

Company/Owner

Per: \_\_\_\_\_  
Authorized Signature