This lease made this 1st day of JANUARY, 2017.

Between:

"COUNTY OF ST.PAUL NO. 19" 5015-49 Avenue, St.Paul, Alberta T0A 3A4 (hereinafter referred to from time to time as "the Lessor")

And

"LEMALU HOLDINGS LTD.", Box 98, St. Paul, Alberta T0A 3A0 (hereinafter referred to from time to time as "MCSNet")

Of the second part

Whereas MCSNet is desirous of renting from the lessor a certain parcel of land being a 10 foot by 10 foot square within the property being described as Lot 1U, Block 6, Plan 7920741 being Pt. of NE 33 - 58 - 11 W4 in the province of Alberta.

And whereas the lessor has agreed to rent to MCSNet the aforesaid portion of the property for the purpose of permitting MCSNet to erect a communications tower:

Now therefore the parties hereto agree as follows:

# 1.0 Premises

1.1 The Lessor does hereby lease and demise unto MCSNet upon the terms and condition hereinafter set out those premises owned by the Lessor being more particularly described as follows: "Lot 1U, Block 6, Plan 7920741 being Pt. of NE 33 - 58 - 11 W4" which plot of land is more particularly shown outlined in red on appendix "A" hereto.

#### 2.0 Term

2.1 The term of this lease shall be for ten (10) years subject to earlier Termination as may be provided for herein, which term shall commence on

- the 1st day of JANUARY, 2017 and, subject to earlier termination, shall be completed on the 1st day of JANUARY, A.D. 2027.
- 2.2 This lease shall be renewable for additional consecutive terms of ten (10) years according to the same terms and conditions. Upon renewal of each term the monthly rent shall be adjusted to reflect the core inflation rates published by the Bank of Canada.

#### 3.0 Rental

- 3.1 MCSNet shall pay to the Lessor a rent of \$60.00 per month. This rent shall include the area of land where the tower and enclosure will be erected, access for underground power line and access for MCSNet staff to the tower and enclosure. Such payments are to be made by the first day of each month and in accordance with the directions of the Lessor.
- 3.2 In lieu of the monthly rent, the Lessor can opt for high speed Internet services valued up to \$80.00 per month. MCSNet is to provide this service in kind, free of charge along with one (1) free setup and installation.

### 4.0 Cost of power

- 4.1 In consideration of the remuneration indicated above in Section 3.0, the Lessor agrees to include MCSNet's use of electrical power to a maximum of 200 Watts continuous.
- 4.2 If MCSNet's electrical power requirements change from indicated in section 4.1 above MCSNet shall reimburse the Lessor for its cost of power above that limit.

# 5.0 Lessee Covenants

- 5.1 MCSNet covenants with the Lessor as follows:
  - (a) MCSNet shall indemnify and save harmless the Lessor from and against all actions, causes of action, proceedings, claims and demands brought against the Lessor, and from and against all losses, costs, damages or expenses suffered or incurred by the Lessor, by reason of any damage to property, including property of the Lessor, or injury, or injury resulting in death, to persons, including the employees, servants, agents, licensees, and invitees of the Lessor, caused by, resulting from or attributable to the negligent act or omission of MCSNet or any of its employees, servants, agents, licensees or invitees in the performance of this agreement.

- (b) Ensure that the tower structure is sound and secure.
- (c) Ensure that the Tower is located in accordance with guidelines set forth by local municipal authority.
- (d) Pay all costs of installation.
- (e) Maintain the leased property in a clean and orderly condition and keep it free of noxious weeds or other deleterious items.
- (f) MCSNet is responsible for any environmental conditions.
- (g) MCSNet is responsible for any increase in property tax assessment as a result of the Tower being on the property.
- 5.2 The leased premises shall be used and occupied by MCSNet for the sole and only purpose of erecting and maintaining a communications Tower. If MCSNet no longer needs the property for that purpose, the property shall immediately revert to the Lessor and if the Lessor wishes, MCSNet, at its own cost, may remove the Tower and any other things erected by MCSNet and return the property to a reasonable condition.
- 5.3 MCSNet will not sublet the property without the prior written approval of the Lessor.

#### 6.0 Termination by the Lessor or Lessee

The Lessor may terminate this Lease without damages or penalty upon twelve (12) months prior written notice to the Lessee. The Lessee may terminate this lease by providing the Lessor 60 day's written notice and the Lessee shall at its own expense remove the tower from the property. The Lessee shall continue to pay rent for the tower till such time the tower is removed.

# 7.0 Registration of Lease/Caveat

7.1 This lease may be registered against the title either as a lease or by way of caveat and shall be deemed to an interest running with the land and so shall bind any successive owner. The cost of such registration shall be payable by MCSNet.

# 8.0 Utility Easement

8.1 Any utility easements that are required by MCSNet will be deemed part of this lease and may not be removed by the lessor prior to termination of the

lease. A map outlining these easements will be added to the lease upon completion of all utility installations.

Signed and sealed by the Lessor and Lessee this _	, day of, 201
<u>LESSOR</u>	<u>LESSEE</u>
COUNTY OF ST.PAUL NO.19	LEMALU HOLDINGS LTD.
Per:	Per:Leo VanBrabant
Per·	

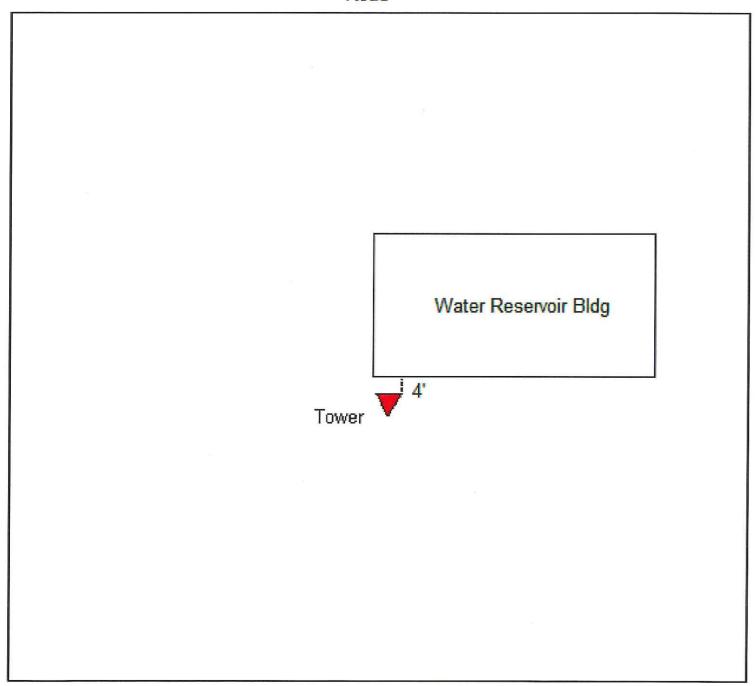
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# APPENDIX "A" Site Plan

COUNTY OF ST. PAUL NO. 19

Lottie Lake Water Reservoir Site Lot 1U, Blk. 6, Plan 7920741 Being Pt. of NE 33 - 58 - 11 W4

Road



NOTE:

Not to Scale

**Property Line** 





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