



P.O. Box 98, 4810 – 50 Ave., St. Paul, AB T0A 3A0

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Toll Free: 866-390-3928

www.mcsnet.ca

June 11, 2018

County of St. Paul No. 19  
5015 49 ave  
St Paul, AB T0A 3A4

**RE: Upgrade of MCSNet tower/Fiber on your property (SP-LL-RP)**

MCSNet is in the process of proceeding with major upgrades to its existing infrastructure network in order to provide the best possible Internet services for the ever increasing demand for higher bandwidth limits and performance speeds. As part of the Federal Connect to Innovate Grant, the tower on your property has been selected as part of our project to be connected by fiber.

This infrastructure upgrade requires new equipment to be installed on the tower. Due to the vulnerability of the existing tower from high winds, MCSNet would like to upgrade the tower to a heavier duty tower thereby making it considerably more solid.

We would therefore like to upgrade the existing 100' tower to a new 150' tower in order to handle the replacement equipment. The footprint of the 150' tower is not much larger than the 100' tower. (100' tower is a 5 foot triangle, 150 foot tower is a 6 foot triangle)

MCSNet would therefore need to erect the new tower just adjacent to the existing tower and remove the old tower once all customers have been switched over to the new equipment. We propose the following changes (IN BOLD) to the existing Lease Agreement which would provide more benefit to you as landowner:

Section 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, underground power line **and/or fiber optic cable** to the tower with physical access for tower climbers, maintenance personnel, staff designated by MCSNet to the tower and enclosure.

Section 3.2 - In lieu of the monthly rent, the lessor can opt for high speed internet services **valued up to \$150.00 per month**. MCSNet is to provide this service free of charge along with a one time free setup and installation.

**Section 8.1 - Electrical utility and/or fiber optic cable is required by MCSNet and will be deemed part of this lease and may not be removed by the Lessor prior to termination of the lease.**

This addendum would therefore provide you with well over twice the amount of Internet credit, the \$150.00 credit would provide you with our new "Extreme Package". (20 Mbps service with 500GB/month traffic)

I am enclosing the following for your review and signatures if all is in order:

1. Authorization form required by **St Paul County** in order for MCSNet to apply for a Development permit.
2. Lease Addendum form stipulating revisions to Sections 3.1, 3.2 and 8.1.

Please note that all of the noted forms would need to be signed and returned to us at your earliest convenience in order for MCSNet to initiate the project. Upon receipt of your signatures, we will return 1 copy of the Lease Addendum to you, duly signed by an acting agent on behalf of MCSNet.

Should you have any questions, concerns or would like to discuss the matter in more detail, please do not hesitate to contact our tower administration department at 780-645-4417 ext: 232 or toweradmin@mcsnet.ca.

Looking forward to working with you in completing this much anticipated fiber project, I remain

Yours truly,



Jerico VanBrabant  
Chief Technology Officer

encls.

Addendum

It is hereby understood and agreed that the following addendum hereby forms part of the tower site lease agreement transfer between the landowner (s) "County of St. Paul No. 90" and the Lessee "LEMALU HOLDINGS LTD. O/A MCSNET" dated the 1<sup>st</sup> day of January, 2017.

The following sections of the Lease Agreement are hereby amended to read as follows:

- 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, underground power line **and/or fiber optic cable** to the tower with physical access for tower climbers, maintenance personnel, staff designated by MCSNet to the tower and enclosure.
- 3.2 In lieu of the monthly rent, the Lessor can opt for high speed Internet services valued up to **\$150.00 per month**. MCSNet is to provide this service in kind, free of charge along with a one time free setup and installation.
- 8.1 **Electrical utility and/or fiber optics is required by MCSNet and will be deemed part of this lease and may not be removed by the Lessor prior to termination of the lease.**

This addendum shall take effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

COUNTY OF ST. PAUL NO 19

LEMALU HOLDINGS LTD.

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

Per: \_\_\_\_\_  
Leo VanBrabant (CEO)

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



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

6.1 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 12 day of January, 2017.

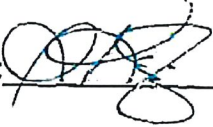
LESSOR

COUNTY OF ST. PAUL NO. 19

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




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



LESSEE

LEMALU HOLDINGS LTD.

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

  
Leo VanBrabant

**APPENDIX "A"**

**Site Plan**

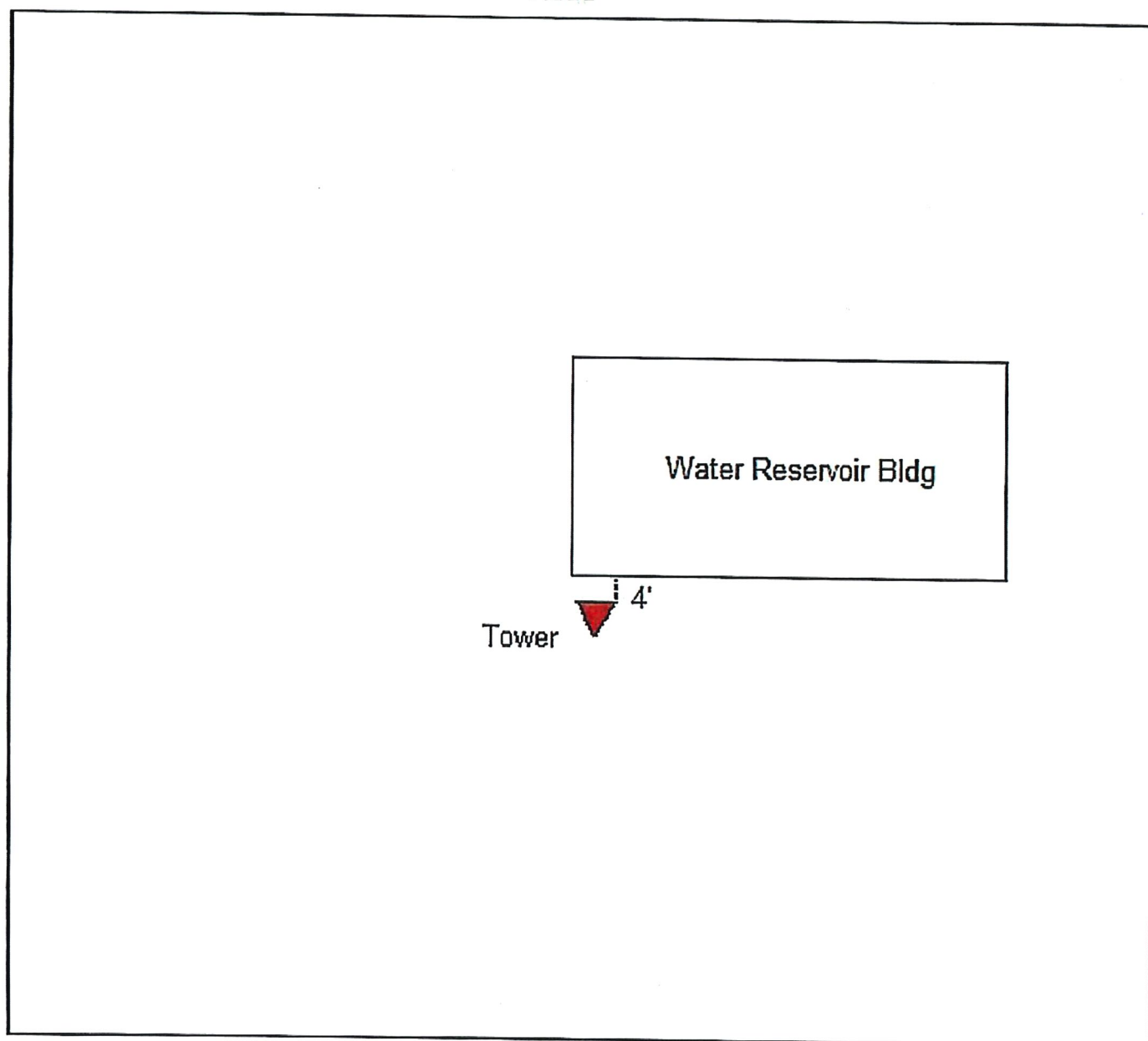
**COUNTY OF ST. PAUL NO. 19**

**Lottie Lake Water Reservoir Site**

**Lot 1U, Blk. 6, Plan 7920741**

**Being Pt. of NE 33 - 58 - 11 W4**

Road



F  
L

**NOTE:**

Not to Scale

Property Line