

**SITE LEASE**

This Agreement is made as of \_\_\_\_\_, 2020.

**BETWEEN:**

The Corporation of the Town of Essex

(the “**Landlord**”)

**AND:**

TELUS Communications Inc.

(“**TELUS**”)

**RECITALS:**

**A.** The Landlord is the owner or lessee of the real property(ies), including any buildings and structures situated thereon, described in Schedule “A” attached hereto (the “**Premises**”).

**B.** The Landlord has agreed to grant to TELUS a lease to the area(s) described in Schedule “B” attached to this Agreement (the “**Site**”) being a portion or portions of the Premises together with the appurtenant rights set out in this Agreement.

**C.** Without limiting any of the rights granted to TELUS in this Agreement, the general intent of this Agreement is to permit TELUS to use the Premises mainly as a telecommunications:

☒ Tower site

NOW THEREFORE in consideration of the rent payable by TELUS to the Landlord hereunder and other valuable consideration the receipt and sufficiency of which is acknowledged by the parties hereto (the “**Parties**”), the Landlord hereby:

- (a) grants and demises to TELUS, as tenant, a lease of the Site (the “**Lease**”) together with its fixtures and appurtenances, and
- (b) grants to TELUS rights appurtenant to the Lease to use the rest of the Premises, except the Site (the “**Rest of the Premises**”),

in accordance with the terms and conditions hereinafter set out and in the Schedules attached hereto, the whole forming the agreement between the Parties (the “**Agreement**”).

**1. Term and Commencement Date.** The term of the Agreement shall be for a period of five years commencing on November 1<sup>st</sup>, 2020 (the “**Commencement Date**”) and any extension terms(s) as provided for in this Agreement (collectively the “**Term**”).

**2. Rights of Extension.** The Landlord hereby grants to TELUS the right to extend the initial term of this Agreement for three further and consecutive period(s) of five year(s) each. Such extensions shall take effect automatically and without further notice, unless TELUS gives notice to the Landlord, at least ninety

(90) days prior to the end of the current term of this Agreement, that it shall not exercise such right of extension. Each extension term will be subject to the same terms and conditions that apply during the initial term except that the Rent (defined herein) in each extension term shall be equal to the Rent prevailing in the year immediately preceding the beginning of such extension term, changed by an amount equal to the change in the Consumer Price Index Canada (all items), not seasonally adjusted, from start of the immediately preceding term to the start of the current extension term (using the same month for each start).

### 3. Rent.

- (a) For the Lease and the appurtenant rights in this Agreement, TELUS shall pay to the Landlord rent at the rate of \$9,000.00 (Nine Thousand Dollars) per annum (the “**Rent**”) plus applicable sales tax, goods and services tax or harmonized tax provided that the Landlord has properly obtained a registration number for GST/HST purposes and has communicated same to TELUS, which Rent and taxes shall be paid in equal monthly installments of \$750.00 (Seven Hundred Fifty Dollars) starting on or before the Commencement Date.
- (b) Where the Commencement Date is the first day of a month, the subsequent monthly installments of Rent shall be paid on the first day of each and every month thereafter during the Term. If the Commencement Date is not the first day of a month then the first monthly installment of Rent will be prorated from the Commencement Date to the first day of the month immediately following the Commencement Date and thereafter monthly installments of Rent shall be paid on the first day of each and every month during the Term except for the last monthly installment which shall be prorated to the end of the Term.
- (c) Notwithstanding subsections 3(a) and 3(b), from the Commencement Date to the earlier of: (i) the last day of the month in which construction of the Site starts, and (ii) the last day of the month in which the third anniversary of the Commencement Date occurs (the “**Reduced Rent End Date**”), the Rent shall be fifty dollars (\$50.00) per annum prorated accordingly, and such reduced Rent shall be paid on or before the Reduced Rent End Date. Starting on the day after the Reduced Rent End Date, the monthly payments set out in subsection 3(a) shall commence.
- (d) The Rent and any other amount payable by TELUS to the Landlord under the terms of this Agreement shall be tendered at the address of the Landlord specified in this Agreement, or at such other address as may be duly notified to TELUS in writing by the Landlord. If requested by TELUS, TELUS shall have the right to pay the Rent and any other payments to the Landlord, by way of an Electronic Fund Transfer system (“**EFT**”) and for this purpose the Landlord agrees to complete and deliver to TELUS all reasonable authorizations required by the Landlord’s bank and TELUS to enable payments by way of EFT. In the event of any termination of this Agreement for whatsoever reason, the Landlord shall refund to TELUS on a prorated basis any Rent or other amount paid in advance for any period of time following the effective date of termination.

### 4. Uses.

- (a) **Equipment and Equipment Space at the Site** - TELUS shall have the right to:
  - (i) construct (including staging), install, use, operate, repair, replace, modify, expand, relocate and remove equipment (including antennas and microwave dishes), devices, utility and communications cabling (including fibre), poles and other support structures, risers, conduits, ducts, vertical and/or horizontal cable pathways and facilities, as required from time to time by TELUS (collectively the “**Equipment**”), and such

enclosed structures and interior spaces as required from time to time for the purpose of housing the Equipment or any part thereof (the “**Equipment Space**”) on the Site;

- (ii) make other alterations and improvements at the Site as deemed necessary by TELUS; and
  - (iii) if applicable, install concrete moorings above and below grade at the Site as required in order to ensure the stability of certain exterior Equipment.
- (b) **Access and Utilities at the Rest of the Premises** - TELUS shall have the right to:
- (i) access the Site on, over, under and through the Rest of the Premises with personnel and vehicles; and
  - (ii) construct (including staging), install, use, operate, repair, replace, modify, expand, relocate and remove all required power and communications cabling and related Equipment on, over, under and through the Rest of the Premises as may be needed to bring utilities to the Site.
- (c) **Purposes** - TELUS’ rights in this Agreement are for the purpose of carrying on the business of TELUS as a telecommunications service provider and may be exercised by TELUS, its employees, agents, contractors and licensees (and their respective employees) on a 24 hour/7 days a week basis.
- (d) **Easement** - For the purposes set out in subsection 4(b), the Landlord hereby grants to TELUS during the Term, an easement over the Rest of the Premises, which shall run with and burden the Rest of the Premises (and all its parts) and shall be appurtenant to and for the benefit of the Site.

**5. Termination by TELUS.** If, at any time during the Term, TELUS determines, in its sole discretion, that operating the Site for the purposes declared in this Agreement is, or has become, commercially impractical, for any reason whatsoever, TELUS may terminate this Agreement without damages or penalty upon thirty (30) days prior written notice to the Landlord.

**6. Covenants of TELUS.**

- (a) **Safety and Maintenance** - TELUS shall install, operate and maintain its Equipment and the Equipment Space in a good, safe, and workmanlike manner which may include grounding.
- (b) **Electricity Charges** - TELUS shall pay for the electricity charges attributable to the operation of the Equipment at the Site, either by having installed a separately metered electrical service or, in circumstances where the local utility will not install a separate meter, by installing a submeter to the Landlord’s service and reimbursing the Landlord for electricity consumed by TELUS’ operations hereunder based on the submeter readings and the actual tolls of the local utility. The Landlord is responsible for reading the submeter once every three months and invoicing TELUS accordingly, but in any event no less frequently than on an annual basis failing which TELUS may fully discharge its obligation to compensate the Landlord for electricity consumption by tendering payment of a reasonable estimate of the electricity charges for usage in the previous year. No claim may be made by the Landlord for electricity charges arising from usage that has occurred more than one year in the past. In circumstances where TELUS’ electricity consumption is expected to be insignificant or where measurement of TELUS’ electricity consumption is impractical, the Parties may mutually agree on an annual payment for electricity consumption. In the event that TELUS installs a submeter as described

above and the Landlord's service requires upgrading, TELUS shall have the right to install any such upgrade.

- (c) **3<sup>rd</sup> Party Utility Providers** - If portions of the Premises are used for buried or overhead utility cables or wires or if for other bona fide reasons, TELUS requires one or more local utilities to provide services (e.g. electricity) to the Site, then at the request of each utility and at the request of TELUS, the Landlord shall, at no cost to TELUS and within 30 days of receiving the request, grant to the utility a right of way for purposes of providing such services, including all necessary infrastructure and equipment (e.g. poles, cables, pipes etc.), in the form of the utility's standard document, subject to approval by the Landlord, such approval not to be unreasonably withheld, conditioned or delayed. The Landlord shall not be obliged to pay for any costs of such right of way and necessary infrastructure and equipment.
- (d) **Removal of Equipment** - Within ninety (90) days after the expiration or termination of this Agreement, weather permitting, and unless the Parties agree in writing otherwise, TELUS shall remove its above ground Equipment and any related housing structures (where applicable) from the Premises, cut off all foundations and moorings (where applicable) to no less than one meter below grade, and restore the surface of the Site to approximately the state it was in as of the Commencement Date, reasonable wear and tear excepted.
- (e) **TELUS Interference** - TELUS covenants that TELUS' operation of its radio system(s) shall not cause material interference with, or degradation of, any other wireless signals existing as of the Commencement Date, which are lawfully transmitted or received by third party licensees within or on the Premises. TELUS shall use all reasonable efforts to correct such interference or degradation caused by TELUS, where reasonably demonstrated, upon receiving written notice thereof from the Landlord.

## **7. Covenants of the Landlord.**

- (a) **Quiet Possession and Landlord Interference** - The Landlord covenants that TELUS shall peaceably and quietly hold and enjoy the Site and its appurtenances. The Landlord shall, subject to subsection 7(b), not do, or permit to be done, any act or thing including, any change to the Premises and its appurtenances, that could materially affect TELUS' operation of its radio system(s) or affect access to or use of the Premises including utilities by TELUS in accordance with the Agreement.
- (b) **Third Party Equipment** - The Landlord may at any time grant rights to third parties to install other or additional telecommunications transmission equipment on the Premises, provided that the operation of such other or additional equipment does not interfere with the operation of the Equipment or Equipment Space. The Landlord shall provide TELUS with sixty (60) days prior written notice of the proposed new installation, and TELUS shall thereafter work with the installer and operator of the new equipment to ensure that the proposed new installation does not interfere with the operation of the Equipment. The Landlord shall, as a condition of the grant of any rights to third parties to install other or additional telecommunications transmission equipment, stipulate that such party must collaborate with TELUS as described above and must refrain from installing and operating any such equipment until TELUS has determined, acting reasonably, that no material interference with the operation of the Equipment will result. The Landlord shall include the stipulations set out in the preceding sentence in any instrument used to grant rights to third parties to install other or additional telecommunications equipment on the Premises. For a Site containing a tower or similar free

standing structure, this subsection shall not apply to the Site, but shall apply to the Rest of the Premises.

- (c) **Emergency Power** - The Landlord shall allow TELUS to install hard wire electrical connections to the Landlord's emergency power generator on the Premises for emergency use by TELUS in case of any failure of public electrical service to the Site. TELUS shall also have the right to install and operate, at TELUS' expense, its own permanent or portable emergency power generator on the Premises, including cabling and other facilities as may be required to connect TELUS' generator to the Equipment.
- (d) **Premises Maintenance** - The Landlord agrees to provide not less than thirty (30) days prior written notice to TELUS of any repairs, additions or maintenance (collectively the "**Work**") to take place at the Premises, which may have an impact on the Equipment Space or the operation of the Equipment. The Landlord further agrees to meet on-site with TELUS and to make available the contractor(s) involved with the Work, not less than fifteen (15) business days prior to the commencement of the Work to review the Work and the related impact on the Equipment Space or the Equipment, except in the case of an emergency situation requiring immediate intervention to preserve the structural integrity of the Premises. The Landlord further agrees to make a reasonable effort to inform TELUS as soon as possible of an emergency situation that may have an adverse effect on the Equipment Space or the Equipment.
- (e) **Trees, Vegetation** - The Landlord shall not plant, install or maintain any trees or vegetation in the Site or any portion of the Premises which may interfere with the Equipment without the prior written consent of TELUS. TELUS shall have the right to trim or cut trees or other vegetation which may be interfering with or obstructing the installation, operation, maintenance or repair of the Equipment or restricting access to the Site or any parts thereof. When trimming or cutting trees or other vegetation, TELUS shall comply with all applicable laws and regulations.

**8. TELUS' Equipment.** The Equipment and any related housing structures shall remain at all times the personal and moveable property of TELUS, and shall not become fixtures, notwithstanding the attachment to any degree or in any manner of any part of the Equipment or such housing structures to the Premises.

**9. Insurance.** TELUS shall at all times throughout the Term maintain insurance coverage for: (i) all-risk property loss covering the full insurable replacement cost of the Equipment and (if applicable) TELUS owned Equipment Space and (ii) commercial general liability in an amount not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage ("**Commercial General Liability**"). At the request of the Landlord, the Landlord shall be included as an additional insured in the Commercial General Liability policy, but solely with respect to liability arising out of the operations of TELUS at the Premises. At the Landlord's request, TELUS shall provide a memorandum or other written evidence of insurance confirming that policies as required in this Agreement are in force. The Commercial General Liability policy shall contain a provision whereby the insurers will endeavour to provide thirty (30) days' notice of cancellation to the Landlord. It is acknowledged and agreed that TELUS may satisfy all or part of this property insurance requirement through self-insurance.

**10. Indemnities.** Each of the Landlord and TELUS shall indemnify and hold the other harmless from and against any and all costs and expenses (including legal costs), claims, damages, liabilities, actions, causes of action and losses including any and all loss of or damage to property and any and all injuries and loss of life, which in each case arise out of or are caused by, any breach of this Agreement or any unlawful

act or any negligent act or omission, by such indemnifying party in connection with this Agreement. Neither party shall be required to indemnify the other party to the extent any such damage or losses arise out of or are caused by a breach of this Agreement or any unlawful act or any negligent act or omission by the other party or any third party. This section shall survive the termination of this Agreement.

**11. TELUS' Financing Arrangements.** The Landlord acknowledges that TELUS has entered into, and will from time to time be entering into, certain financing arrangements which may require an assignment or hypothecation of, or other creation of a security interest in, TELUS' rights and obligations under this Agreement, or the creation of a security interest in the personal property of TELUS located at the Premises (including, the filing of a fixtures notice against title to the Premises) whether that personal property is movable or has become a fixture at law. The Landlord consents to any such assignment, hypothecation or other creation of a security interest, and to any further assignment or transfer which may occur on the enforcement of same. The Landlord shall, at the request of TELUS, acknowledge in writing the foregoing and shall execute and deliver all such priority agreements, consents, disclaimers of interest and other documents as the relevant financier may require. For the purposes of this section, TELUS is executing this Agreement for itself and as agent for the financiers with whom TELUS may be entering into financing arrangements from time to time, as acknowledged in this Agreement.

**12. Registration.** TELUS may register a notice(s) of lease and easement or caveat(s) or other appropriate instrument(s) in the land registry or land title(s) office of the province in which the Premises are situated, stipulating TELUS' interest(s), the Term, any rights to extend or, when applicable, a short form of lease and easement, and the Landlord will execute any documents required to effect such registration(s). The Landlord covenants that should it ever transfer, sell or otherwise dispose of its interest in the Premises, the Landlord will use its best efforts to cause the transferee or purchaser to take an assignment of and assume the obligations of the Landlord under this Agreement. The Landlord agrees to use its best efforts to obtain a non-disturbance agreement from any mortgagee(s) of the Premises in such form as TELUS may, from time to time, reasonably require.

**13. Encumbrances.** TELUS may, at its option, pay or discharge any arrears owing under any encumbrance upon the Premises which has priority over the interests of TELUS under this Agreement, or any arrears of any property taxes, local improvement charges and any other rates, duties, levies and assessments levied or assessed by any competent government authority upon or in respect of the Premises or that affect the Premises in any way, in which event TELUS shall be subrogated to the rights of the creditors of such discharged obligations and may, at its option, apply the Rent or any other amounts owing to the Landlord under this Agreement to the repayment of any arrears so paid or discharged. The Landlord agrees to promptly provide TELUS with a copy of any notice it receives of any arrears described in this section.

**14. Assignment.** Except as otherwise permitted in this Agreement, this Agreement shall not be assigned by TELUS without the prior written consent of the Landlord, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, TELUS may, without consent: (i) assign its rights and obligations under this Agreement to any related or affiliated entity including a partnership; and (ii) sublease or license use of a portion or all of the Site and its appurtenances together with TELUS' rights to the Rest of the Premises to any related or affiliated entity including a partnership or to a third party. Whenever the Landlord's consent is required by virtue of these provisions, such consent is deemed granted if Landlord does not respond within fifteen (15) days to the written request of TELUS for such consent. The Landlord agrees that it will not transfer or assign the whole or any part of this Agreement or any interest

therein or arising thereunder, except to a bona fide purchaser or mortgagee for value and transferee of the entirety of the Landlord's remaining interest in the Premises.

**15. Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the Landlord and the successors and permitted assigns of TELUS, and no permitted assignee or successor of the Landlord (including any transferee of or successor in title to the Premises) shall challenge the validity or enforceability of any aspect of this Agreement. The Landlord shall cause every assignee or successor of the Landlord to agree in writing to be bound by all obligations of the Landlord hereunder. Prior to a conveyance or assignment of its interest in the Premises, the Landlord shall provide TELUS with written notice of the identity of the successor or assignee and the address at which the amounts payable to the Landlord hereunder shall be tendered and notices given pursuant to the conveyance or assignment.

**16. Governing Law.** The provisions of this Agreement shall be governed by, and interpreted in accordance with, the applicable laws of Canada and of the province in which the Premises are located. The Parties hereby attorn to the exclusive jurisdiction of the courts of that province and the venue shall be the capital of that province.

**17. Government Regulation.** TELUS shall, at all times, ensure that the installation, operation and maintenance of its Equipment and the Equipment Space comply with all applicable laws, directions, rules and regulations of governmental authorities having jurisdiction over TELUS' operations, including all applicable building codes, and Industry Canada and Transport Canada requirements (as are in effect from time to time). The Landlord shall, at all times, ensure that the operation, including repair and maintenance of the Premises complies with all applicable laws, directions, rules and regulations of such governmental authorities (as are in effect from time to time).

**18. Overholding.** In the event that TELUS continues to use the Site after the expiration of the Term (except for activities pursuant to subsection 6(d) hereof), TELUS shall be deemed to be occupying the Site as a tenant from month to month at a monthly rent of one twelfth (1/12) of the annual Rent. The Rent shall thereafter be payable monthly in advance on the first day of each month following the expiration of the Term, with all other rights and obligations of this Agreement remaining in force, to the extent they may apply to a month to month lease, subject to the proviso that neither party may terminate the month to month lease except by giving ninety (90) days written notice to the other party. No extension of the Term, nor any new Term, nor any lease or lease from year to year, will be created by implication of law through continued use.

**19. Withholding.** TELUS shall withhold from amounts payable to the Landlord under this Agreement, any applicable non-resident withholding taxes and shall remit such taxes to the Canadian taxing authorities. When such amounts are remitted by TELUS, they will be deemed in satisfaction of the same amounts payable to the Landlord under this Agreement and TELUS shall have no further responsibility for any amounts so remitted.

**20. Expropriation.** If during the Term, the whole or any part of the Premises is expropriated, the Landlord shall not accept any award for compensation without TELUS' prior written consent. TELUS shall be entitled to receive such part of the award as compensations for the loss of its interest in the Site.

**21. Environmental.** The Landlord represents and warrants that there are not contained, on, within or under the Premises, any toxic material or hazardous substances or any other contaminants as defined under all applicable provincial or federal legislation, regulation or orders of any kind (collectively "**Hazardous Substances**"). The Landlord shall indemnify and hold TELUS harmless from and against any cost, claims or liability (including statutory) arising from the presence of Hazardous Substances on, within or under the

Premises existing as at the Commencement Date and during the Term. Should Hazardous Substances be found or come to the knowledge of the Landlord during the Term, it shall immediately advise TELUS in writing of their existence. TELUS shall have the right to conduct environmental testing at the Premises at any time during the Term and to terminate this Agreement immediately without damages or penalty should the results of such environmental testing demonstrate the presence of Hazardous Substances at levels not acceptable to TELUS, acting reasonably. TELUS shall comply with all applicable provincial or federal environmental legislation, regulation or orders of any kind relating to the Equipment and the Equipment Space.

**22. Counterparts; Notices.** This Agreement may be executed in counterparts and transmitted by facsimile or other electronic means of transmission, and all such counterparts together will constitute one agreement. Any notice required or authorized by this Agreement shall be deemed to have been properly given if by personal delivery, registered mail, courier, confirmed fax transmission, or other electronic transmission to the address, fax number or e-mail address (if applicable) specified in this Agreement or to any other address, fax number or e-mail address duly notified by one party to the other.

**23. Severability.** Any provision of this Agreement that is determined to be void or unenforceable in whole or in part shall be deemed unwritten and shall not affect or impair the validity or enforceability of any other provision of this Agreement, which shall all remain binding on the Parties.

**24. Co-operation and Authorization.** The Landlord shall, at TELUS' expense, assist and co-operate with TELUS in obtaining government approvals for TELUS to exercise its rights under this Agreement, including obtaining from any person, corporation or government authority relevant information regarding the Premises, and the Landlord agrees to execute, from time to time, the Authorization Letter attached as Schedule "D" and any additional documents that TELUS may reasonably require for the purposes of exercising its rights under this Agreement.

**25. Confidentiality.** Each party (the "**Receiving Party**") shall treat the details of this Agreement and any information acquired as a result of this Agreement from the other party concerning the other party's plans, businesses, technology, products, processes, work or services (the "**Confidential Information**") as strictly confidential. The Receiving Party shall use the Confidential Information solely for the purpose of establishing and operating the business arrangements contemplated in this Agreement (the "**Purpose**") and shall not disclose the Confidential Information to third parties, except (i) to the Receiving Party's related or affiliated entities including partnerships and to the Receiving Party's contractors, sublessees, advisors and agents who have a need to know the Confidential Information for the Purpose and who have agreed to maintain the confidentiality of such information, or (ii) as required by law, provided the Receiving Party provides prior written notice of such legal disclosure requirement to the other party. The forgoing restrictions shall not apply to information that is rightfully obtained by the Receiving Party from a third



party, that is in the public domain through no fault of the Receiving Party, or that is independently known or developed by the Receiving Party. This provision shall survive any termination of this Agreement.

**26. Schedules.** Schedules and other documents attached or referred to in this Agreement including, the following Schedules, are an integral part of this Agreement:

Schedule “A” – Description of Premises

Schedule “B” – Identification of Site

Schedule “C” – Technical Drawings or Survey

Schedule “D” – Authorization Letter

Schedule “E” – Amendments to Terms and Conditions (if applicable)

If any conflict should arise between a term or condition in a Schedule and in the main part of this Agreement, the term or condition in the Schedule shall govern.

**27. Detailed Drawing/Plan and Changes to Site.**

- (a) **Detailed Drawing/Plan** - TELUS may subject to subsection 27(b) and without the consent of the Landlord, replace Schedule “B” with Schedule “C”, in order to show the Site and/or the Equipment in further detail.
- (b) **Changes to Site** - TELUS may change the areas comprising the Site (including relocate and add to such areas), and
  - (i) if the change is significant the consent of the Landlord shall be required, which consent the Landlord agrees not to unreasonably withhold, delay or condition; and
  - (ii) if the change is not significant no consent of the Landlord shall be required.

Changes to the Site shall be shown on amendments to either Schedule “B” or Schedule “C” whichever is applicable.

**28. Interpretation.** Wherever the expression “including” is used in this Agreement, it shall mean “including without limitation”.

**29. Recitals and Authority.** The Parties agree that, as of the Commencement Date, the recitals set forth on page one of this Agreement are true and correct and are to be considered representations and warranties. The Landlord and/or its agent represents and warrants that it has full authority to enter into and sign this Agreement and bind the Landlord accordingly.

**30. Entire Agreement.** This Agreement cancels and replaces all other agreements between the Parties with respect to its subject matter. This Agreement contains the entire agreement between the Landlord and TELUS and expressly excludes all prior representations and discussions, either oral or written, between the Parties with respect to its subject matter, other than those set forth in this Agreement. Each party acknowledges having obtained adequate explanation of the nature and scope of each of the clauses of this Agreement, and having had the opportunity to consult legal counsel with respect thereto. Except as

otherwise provided in this Agreement, this Agreement may not be amended or modified except by written instrument executed by both Parties.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first above written.

**MAILING/COURIER ADDRESS OF  
LANDLORD:**

33 Talbot Street South  
Essex, Ontario N8M 1A8

Attention: Robert Auger  
Telephone: 519-776-7336  
Facsimile: 519-776-8811  
E-mail: [rauger@essex.ca](mailto:rauger@essex.ca)

**The Corporation of the Town of Essex**

By: \_\_\_\_\_  
Name: Robert Auger  
Title: Town Solicitor / Clerk

By: \_\_\_\_\_  
Name: Larry Snively  
Title: Mayor

GST/HST  
Registration No: N/A  
PST Registration  
No: N/A

**TELUS Communications Inc.**

200 Consilium Place  
Toronto, Ontario M1H 3J3  
Attention: Real Estate Department  
Telephone: 1-866-774-7002  
Facsimile: 1-800-788-6622  
Emergency 24 Hour #: 1-800-391-1391  
E-mail:

**TELUS Communications Inc.**

By: \_\_\_\_\_  
Name: Marie Jacob  
Title: Manager, Technology Strategy

**SCHEDULE “A”**

**DESCRIPTION OF PREMISES**

Real property located in the Town of Essex, in the Province of Ontario known municipally as 2225 Roseborough Road, Essex, Ontario, and with the following legal description:

**782040184 (PIN)**

**PT LTS 4 & 5 PT 1**

**12R19454; ESSEX;**

## **SCHEDULE “B”**

### **IDENTIFICATION OF SITE**

Real property located in the Town of Essex, in the Province of Ontario known municipally as 2225 Roseborough Road, Essex, Ontario, and with the following legal description:

**782040184 (PIN)**

**PT LTS 4 & 5 PT 1**

**12R19454; ESSEX;**

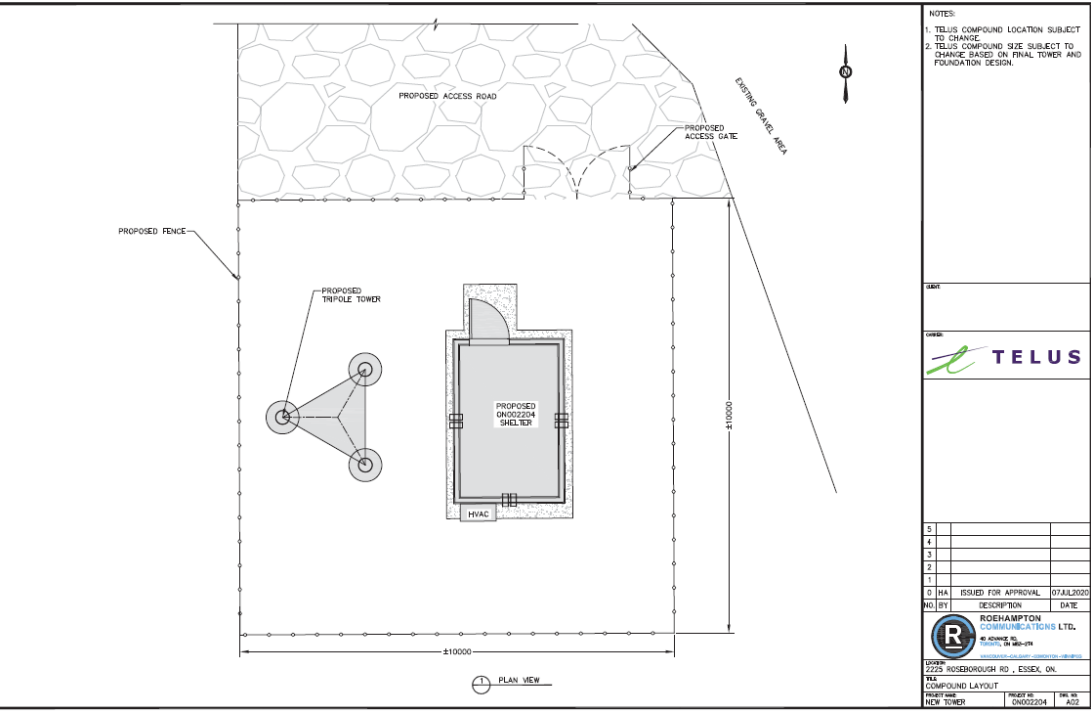
NOTE: Plan is not to scale. Boundary lines, easements, servitudes and rights of way identified in the plan are approximations which may be further specified in technical drawings or a survey, to be added as required through Schedule C. Plan is subject to all terms and conditions of the Lease.

Site consists of the following:

- Space for an approximate 10m x 10m fenced compound that will house a 8ft x 12ft shelter on a concrete pad, a 50m Self Support telecommunications tower and all related equipment, such as cables, devices, antennas, fiber, and ancillary equipment required for the purpose of carrying out the business of TELUS as a telecommunications service provider; and
- Space to allow connections for utility services, including but not limited to hydro and fiber.

SCHEDULE "C"

TECHNICAL DRAWINGS OR SURVEY OF PREMISES AND SITE



**SCHEDULE "D"**  
**AUTHORIZATION LETTER**

**FROM:** The Corporation of the Town of Essex  
33 Talbot Street South  
Town of Essex, Ontario N8M 1A8

**TO WHOM IT MAY CONCERN:**

**Re: Property Identifier 782040184 (PIN)**  
**Site: ON002204-3**

We/I, The Corporation of the Town of Essex , the owner of the above mentioned property, hereby give TELUS Communications Inc.(TELUS) and its agents permission to act as our agent to acquire the necessary permits, drawings and/or buildings structural blue-prints, hydro information from the public utility and information from the municipality or other authorities concerned, needed to approve the construction of the telecommunications site at the address indicated above and as shown on the attached plans.

Sincerely,

**THE COPORATION OF THE TOWN OF ESSEX**

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Per: Robert Auger  
Title: Town Solicitor / Clerk

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Per: Larry Snively  
Title: Mayor

**SCHEDULE “E”  
AMENDMENTS TO TERMS AND CONDITIONS**

1. Clause 3 sub-clause (c) shall be deleted in its entirety and replaced with the following:

(c) Notwithstanding subsections 3(a) and 3(b), from the Commencement Date to the issuance of the Building Permit (the “**Reduced Rent End Date**”), the Rent shall be fifty dollars (\$50.00) per annum prorated accordingly, and such reduced Rent shall be paid on or before the Reduced Rent End Date. Starting on the day after the Reduced Rent End Date, the monthly payments set out in subsection 3(a) shall commence.

2. Clause 21 shall be deleted in its entirety and replaced with the following:

**21. Environmental.** The Landlord represents and warrants that, to the best of its knowledge, there are not contained, on, within or under the Premises, any toxic material or hazardous substances or any other contaminants as defined under all applicable provincial or federal legislation, regulation or orders of any kind (collectively “Hazardous Substances”). Should Hazardous Substances be found or come to the knowledge of the Landlord during the Term, it shall immediately advise TELUS in writing of their existence. TELUS shall have the right to conduct environmental testing at the Premises at any time prior to the Commencement Date or at any time during the Term and to terminate this Agreement immediately without damages or penalty should the results of such environmental testing demonstrate the presence of Hazardous Substances at levels not acceptable to TELUS, acting reasonably. TELUS shall comply with all applicable provincial or federal environmental legislation, regulation or orders of any kind relating to the Equipment and the Equipment Space.