

BYLAW NO 01/19

**A BYLAW OF THE TOWN OF HANLEY TO PROVIDE FOR RECOGNIZING
THE ENTERING INTO AN AGREEMENT WITH W1 CABLESYSTEMS INC.
(CURRENTLY ACCESS COMMUNICATIONS)**

The Council of the Town of Hanley, in the Province of Saskatchewan enacts as follows:

1. PURPOSE

The purpose of this bylaw is to enable the council to enter an agreement with W1 Cablesystems Inc. currently Access Communications

2. TERMS OF AGREEMENT

The terms of the agreement are defined in the agreement which is identified as Schedule "A" and is attached to and forms part of this bylaw.

SEAL

Mayor

Administrator

CABLE TELEVISION HEADEND RIGHTS AGREEMENT

THIS AGREEMENT made this 5th day of May, A.D. 1989.

BETWEEN:

TOWN OF HANLEY
(hereinafter called the "Owner")
OF THE FIRST PART

- and -

W1 CABLESYSTEMS INC.
(hereinafter called "W1")
OF THE SECOND PART

WHEREAS the Owner owns or controls the lands and premises (hereinafter called the "Premises") being municipally known as the corner of First Avenue and Grant Street, in the Town of Hanley, in the Province of Saskatchewan.

AND WHEREAS W1 desires to lease the forty (40') foot by forty (40'0 foot plot at the corner of First Avenue and Grant Street of above described land. Specifically (legal description):

LOT NINETEEN (19)
BLOCK THREE (3)
PLAN C1407

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained, each of the parties hereto agrees with the other as follows:

1. The Owner grants W1 the right to install, maintain and relocate at W1 expense, cables, amplifiers, towers, satellite antennae, off-air television and radio antennae, microwave antennae, headend equipment, building and other apparatus as may be required to operate a cable television headend.
2. The Owner hereby grants W1 a lease for the above described property for development as W1 deems necessary to construct and operate a cable television headend. The manner of installation and location will be subject to prior discussion and agreement between the owner and W1.
3. In consideration thereof W1 agrees to pay the Owner ONE (\$1.00) DOLLAR per YEAR for the full term of this contract.
- 3(a) W1 agrees to pay the Owner any increase in taxes above what is now paid, related to the headend site on this land.
4. W1 shall provide, at its cost, such electrical power as W1 requires for the operation of the cable television headend.
5. The Owner shall neither use, sell, rent, or lease, nor knowingly permit the use by any other person, firm or corporation, of the W1 cable television headend or cable distribution system and shall neither interfere nor permit interference or tampering, directly or indirectly, with W1 cables, installations, equipment or signals.
6. W1 agrees to perform its work in a good workmanship manner, and further agrees to indemnify and save the Owner harmless from any damages, to persons or property, caused by reason of this installation, or operation of the cable television headend, or the repair and maintenance thereof. W1 has and will continue to maintain a public liability insurance policy in respect of personal injury or property damage arising from the operation of the cable television headend.

7. This agreement shall become binding on the date of construction and shall continue for a period of twenty-five (25) years.
8. This agreement has the option to renew, if agreed upon by both parties, for the same period(s), unless either party gives written notice of cancellation to the other party not less than ninety (90) days prior to the expiration of this agreement or any renewal period. The renewal does not necessarily mean that the rates will remain the same.
9. In the event that elements beyond W1's ability to judge or foresee cause this site to prove unsuitable for the uses for which it was intended, W1 reserves the right to cancel this agreement with the provision of six months' notice.
10. All cables, installations and equipment installed by W1 on, or to, the Premises shall remain the property of W1 and W1 shall have the right but not the obligation to remove its cables and equipment upon termination of this Agreement. It is understood that all such equipment shall not become a "fixture" of the property, but shall remain as a chattel of W1.
11. The Owner agrees that this Agreement shall run with the land and that it is not personal unto the Owner. In the event the Owner transfers or disposes of its interest in the property, the Owner shall require the transferee as a condition of transfer, to abide by this Agreement and shall notify W1 thereof.
12. This Agreement is subject to all federal, provincial, and municipal laws, or any other laws, regulations or approvals which now or shall hereafter apply to cable television communication services.
13. This Agreement shall take effect and be binding on the parties hereto, their respective heirs, executors, administrators, successors and assigns, and they further agree to execute any other instruments which may be necessary to carry out the purpose and intent of this Agreement.
14. W1 shall be free from all liability for inability on its part to carry out any of the obligations stipulated in this Agreement, due to governmental interventions, strikes, labour disputes, or any reason or cause, whatsoever, beyond the reasonable control of W1.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals. SIGNED, SEALED AND DELIVERED at the Town of Hanley, in the Province of Saskatchewan, this 10 day of July, 1989 A.D.

TOWN OF HANLEY

PER: [Signature] (c/s)
Mayor
Name and Title

WI CABLESYSTEMS INC.

PER: [Signature] (c/s)
R.H. (Randy) McKay
Technical Operations Manager

A. W1 CALBESYSTEMS INC. shall take up and keep in force during the term hereof, public liability insurance on an occurrence basis with respect to the business carried on in or from the demised premises and the use and the occupancy thereof by W1 CABLESYSTEMS INC. in a sum of not less than _____ (\$ _____) DOLLARS, inclusive which insurance shall include the owner as a named insured and shall protect the owner in respect of claims by W1 CABLESYSTEMS INC. as if the owner was separately insured. W1 CABLESYSTEMS INC. shall furnish to the owner, if and whenever required by the owner, certificates or other satisfactory evidence as to insurance.

B. In the event W1 CABLESYSTEMS INC. fails to pay rent on the day appointed or fails to observe, comply with or perform any of the terms, covenants or conditions of this Lease, then the owner shall have the right to reenter the leased premises, either by force or otherwise, without being liable for any prosecution therefor, and to relet the premises and to take possession of any property including fixtures and to sell the same at public or private sale without notice, and apply the proceeds of such sale and rent derived from reletting the leased premises on account of the rent due or accruing due under this Lease and W1 CABLESYSTEMS INC. shall be liable to the owner.

C. In addition to the rights and remedies of the owner available to it in the event of any default under this Lease by W1 CABLESYSTEMS INC., either by provision of this Lease or by Statute or the common law, the owner shall have the same rights and remedies in the event of any non-payment by W1 CABLESYSTEMS INC. under any provision of this lease as in the case of a non-payment of rent.