

THE TOWN OF CARMAN

By-Law No. 85/1539

Being a by-law of the Town of Carman for the approving and ratifying an agreement with Valley Cable Vision Ltd., a copy of which is attached hereto, as Schedule "A".

WHEREAS Section 199 (1) of the Municipal Act provides as follows:

"A municipality may lease any real or personal property owned by it if found to be unnecessary for the purpose of the municipality."

AND WHEREAS the Town of Carman have certain lands which are not required for their use.

AND WHEREAS Valley Cable Vision Ltd. required property where they can house their equipment, erect a tower and dish;

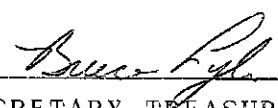
NOW, THEREFORE, it is hereby passed and enacted as a by-law of the Town of Carman, in Council duly assembled, as follows:

1. THAT the lease agreement between the Town of Carman as Lessee and Valley Cable Vision Ltd. as Lessor, which lease is dated the 12th day of September, 1985, and a copy of which is attached hereto as Schedule "A", is approved and ratified and therefore binding on both parties thereto.

DONE AND PASSED IN Council duly assembled this 12th day of September, A.D. 1985.



MAYOR



SECRETARY-TREASURER.

LEASE AGREEMENT

THIS LEASE AGREEMENT made in duplicate as of the 8th day of August, A.D. 1985.

BETWEEN:

TOWN OF CARMAN,

"The Lessor"

OF THE FIRST PART,

- and -

VALLEY CABLEVISION LIMITED,

"The Lessee"

OF THE SECOND PART.

WHEREAS the Lessee desires to lease a portion of the land described herein fronting on First Street, South West, Carman, Manitoba.

AND WHEREAS the Lessor is the registered owner of the land and premises described as follows:

Lots 26 to 29, Block 3, Plan 24-C.

AND WHEREAS the Lessor and the Lessee desire to conclude an agreement with respect to leasing that portion of the land on

which is located an eight foot by ten foot Building previously constructed by the Lessee and that portion of the land on which is to be located a 68 foot high Tower and a 12 foot TVRO Dish.

FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. The Lessor agrees to lease to the Lessee and the Lessee agrees to lease from the Lessor that portion of the land set out in the preamble herein, (SEE ATTACHED DIAGRAM) including all rights of way and appurtenances thereto, for a period of approximately five years, terminating on the 31st day of December, A.D. 1990.

2. The Lessee covenants to pay to the Lessor rent in the amount of Five Hundred (\$500) Dollars per annum in advance.

3. The Lessee covenants with the Lessor as follows:

(a) to repair reasonable wear and tear and leave the premises in good repair and to remove the Building, Tower and Dish at the termination of this Lease on written request of the Lessor;

(b) to permit the Lessor to enter and view the state of repair;

(c) not to assign or sublet without the written consent of the Lessor;

(d) to pay all taxes levied against the Building, Tower and Dish located on the land.

4. The Lessor covenants with the Lessee for quiet enjoyment.

5. The Lessee agrees to keep indemnified the Lessor from and against all claims and demands in respect of the Building, Tower and Dish and from and against all losses, damages, costs, charges and expenses which the Lessor may sustain or incur in consequence of having permitted the erection of the Building, Tower and Dish on the said land.

6. The Lessee agrees to release the Lessor from all liability caused by the negligence of the Lessor relating to losses and damages to the Lessee's Building, Tower and Dish located on the said land.

7. The Lessor agrees that ownership to the Building, Tower and Dish remains with the Lessor.

8. The terms "Lessor" and "Lessee" and references thereto shall include the executors, administrators, (successors in the case of corporation) and assigns of the Lessor and Lessee

respectively, and the said terms and references thereto in the singular number and feminine gender shall also include the plural number and masculine gender (and neuter in the case of a corporation), when the context so requires, and all covenants shall be construed as being joint and several.

9. Time will be of the essence of this agreement.

IN WITNESS WHEREOF the parties hereto have affixed their seals, duly attested by the hands of their proper officers on the date first above written.

TOWN OF CARMAN

PER: *[Signature]*

PER: *[Signature]*

VALLEY CABLEVISION LIMITED

PER: *[Signature]*

PER: *[Signature]*

July 4, 1985.

This is to certify that I have made a survey of Lots 26 to 29, Block 3, Plan 24 and have staked or referenced the boundaries thereof in accordance with the sketch.

Joe Van Dyck
Town Engineer

Sketch
From bars planted show thus. □

