

AND WHEREAS the IWW desires to obtain from the Landowner an Access Agreement over the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. In consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, and IWW constructing the Tower or installing equipment on an existing tower, thereby enabling the Landowner to receive internet services, and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, Landowner does hereby grant, convey and confer to IWW, its heirs, executors administrators and assigns, a free and uninterrupted right of way and ingress and egress in common with the Landowner and others entitled thereto for persons and equipment through and over the Lands, and the right to construct, maintain, and repair a telecommunications tower (local tower) thereon.
2. In addition to the right of access and easement hereby granted, the Landowner also agrees to provide an electrical connection and electricity, for the purpose of powering the tower and the telecommunications equipment thereon, and to provide a continuous source of electricity, therefore. In consideration of which IWW or its agents shall
 - a. provide the landowner with a credit of \$799.95/month towards the purchase of “The Business Level 4” internet services from IWW or its agents or
 - b. \$600.00 paid in advance and annually on the anniversary of the contract.
3. The Landowner further covenants and agrees that IWW, and its servants, agents, and representatives, shall have access to the said tower for maintenance, repairs, and in the case of all emergencies at any time. IWW will notify the landowner of the need to access the tower location prior to being on site each time.
4. Any damage to Landowner’s property as a result of the installation of the Equipment or the Equipment being located on the Premises or any act, neglect or misuse by the IWW or its servants, agents or employees are the responsibility of and shall forthwith be repaired by the IWW.
5. The Landowner further acknowledges and agrees that this Agreement is intended to create an interest in the Lands, and that IWW will register a right of way to title.
6. This Agreement shall endure to the benefit of and be binding upon the heirs, executors, successors and assigns of the parties hereto, including the Landowner’s successors in title, it being the intention of the parties that this Agreement shall run with the Lands.
7. This Agreement, and the rights of IWW granted herein, shall be valid and binding so long as IWW, or its assigns, wishes to maintain a communication tower on the Lands.
8. Advances in Technology. As technology advances and improved antennas are developed which are routinely used in IWW’s business, IWW at it’s sole discretion may replace existing antennas with the improved antennas, as long as the installation and use of the

improved antennas are practical and technically feasible at this location.

9. Ownership of Facilities. All personal property, trade fixtures, and improvements installed by IWW shall remain the property of IWW and may be removed by IWW at any time. The Landowner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Facilities or any portion thereof. In the event of either Default or Termination of this agreement, if IWW fails to remove any or all facilities within 60 days after the Default or Termination date, then the Owner may remove and dispose of the equipment and bill the Lessee for any expenses relating to this course of action.
10. Landowner represents and warrants that Landowner has full authority to enter into this Agreement and that any person or entity executing in a representative capacity for Landowner has full authority to do so.
11. This Agreement supersedes all prior discussions and negotiations and contains all agreements and understanding between Landowner and IWW. This Agreement may only be amended in writing signed by all parties.
12. This Agreement is part of ongoing cooperation between both parties to continue to work together to provide and enhance internet service to the MD of Peace no. 135 residents.
13. Term: The term of this agreement shall commence on January 1, 2026 and shall end on December 31, 2030 (Initial term 5 years). The term of this agreement shall automatically renew at the end of the initial term for two (2) additional terms of five (5) years each (each a renewal term). Each renewal term shall commence automatically unless either party provides prior written notice of its intention to not renew the agreement.
14. Termination: This agreement may be terminated by either party at any time by providing the other party with ninety (90) days written notice of termination. Upon termination of the agreement both parties shall be released from all further obligations and liabilities, save for such obligations or liabilities that arose during the term.

IN WITNESS WHEREOF the parties have hereto signed their names and, where appropriate, affixed their seals through their duly authorized officers this ____ day of _____ 20____.

Iwantwireless.ca Ltd.

Per: 

Witness

Signature of Landowner

Print Name of Landowner:

If the land owner is a registered corporation the corporate seal must be affixed.