

***Regional District of Nanaimo Board – Meeting Date: July 25, 2023***

*This document contains closed 'in-camera' meeting decisions that have been released because they are no longer considered sensitive.*

**Rogers Communications Lease Renewal Negotiation**

The Regional District of Nanaimo Board voted to rise and report on the following:

Rogers Communications Lease Renewal Negotiation, the Statutory Right-of-Way Agreement is to be made public once fully executed by the parties.

Released: July 29, 2025

**FIRST ADDENDUM AGREEMENT DATED FOR REFERENCE JUNE 1, 2023**

BETWEEN:

**THE REGIONAL DISTRICT OF NANAIMO**

(**"RDN"**)

AND:

**ROGERS COMMUNICATIONS INC.**

(**"Rogers"**)

WHEREAS:

- A. By agreement of a Right of Way dated March 1, 2003 (the **"Right of Way"**), the Regional District of Nanaimo (the **"RDN"**) granted to Rogers Communications Inc. (**"Rogers"**) upon the covenants and conditions therein mentioned, a Right of Way over the lands and premises more particularly described as:

PID:002-927-900

LOT 1, DISTRICT LOT 48, WELLINGTON DISTRICT, PLAN 25547, EXCEPT PART IN PLANS 39058, VIP58168 AND VIP81160

(the **"Land"**);

- B. The Right of Way was registered against title to the Land at the Victoria Land Title Office on December 2, 2003 under EV146869;
- C. The RDN and Rogers agreed to modify the terms of the Right of Way for an additional term of five (5) years, subject to renewal by the parties (**"First Modification"**), which said First Modification was registered against title to the Land at the Victoria Land Title Office on January 4, 2010 under CA1409940;
- D. The RDN and Rogers agreed to modify the terms of the Right of Way for an additional term of five (5) years, subject to renewal by the parties (**"Second Modification"**), which said Second Modification was registered against title to the Land at the Victoria Land Title Office on January 4, 2010 under CA3671933;
- E. The RDN and Rogers entered into a new Right of Way Agreement that was fully executed by the parties on February 7, 2020, a reduced copy of which is shown as Schedule A (the **"2020 Agreement"**) and which was intended by the parties to replace the Right of Way, as amended by the First Modification and the Second Modification;

- F. The 2020 Agreement was never registered against title to the Land and Rogers has expressed its intention to not register the 2020 Agreement against title to the Land, but to have the 2020 Agreement remain in effect between the parties;
- G. Rogers has exercised its rights to extend the 2020 Agreement until May 31, 2028 in accordance with section 4 of the 2020 Agreement (the “**Extension Term**”);
- H. The RDN and Rogers now wish to confirm their agreement with respect to the fee payable by Rogers to the RDN for the Extension Term under section 4 of the 2020 Agreement;
- I. The 2020 Agreement, as amended by this Addendum, is necessary for the operation and maintenance of Rogers’ undertaking;

NOW THEREFORE in consideration of the premises herein and the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid by Rogers to the RDN (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

- 1. For purposes of section 4 of the 2020 Agreement, the parties agree that:
  - a. Rogers has exercised its rights to extend the 2020 Agreement for the Extension Term; and
  - b. The fee payable by Rogers to the RDN for the Extension Term shall be \$28,000 per year commencing on June 1, 2023 and continuing each year during the Extension Term.
- 2. All other terms and conditions of the 2020 Agreement are hereby ratified and confirmed.
- 3. This Agreement may be signed in counterpart.

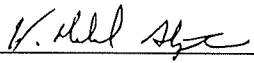
WHEREFORE, the parties have executed this Agreement effective as of the date referenced above:

**THE REGIONAL DISTRICT OF NANAIMO**, by its authorized signatories:

  
Name: \_\_\_\_\_  
Jacquie Hill, Corporate Officer

\_\_\_\_\_  
Name:

**ROGERS COMMUNICATIONS INC.**, by its authorized signatories:

  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name:

**SCHEDULE A**  
**THE 2020 AGREEMENT**

# SCHEDULE "A"

FORM C\_024 (Charge)

## LAND TITLE ACT

### FORM C (Section 233) CHARGE

#### GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 10 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Lindsay A. Parcels, Barrister & Solicitor

Lidstone & Company, Barristers & Solicitors

1300 - 128 Pender Street West

Vancouver

BC V6B 1R8

Tel. 604-899-2269

File No. 10042-060

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

002-927-900

LOT 1, DISTRICT LOT 48, WELLINGTON DISTRICT, PLAN 25547, EXCEPT  
PART IN PLANS 39058, VIP58168 AND VIP81160

Deduct LTSA Fees? Yes ☒

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

REGIONAL DISTRICT OF NANAIMO

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

ROGERS COMMUNICATIONS INC.

ONE MOUNT PLEASANT

TORONTO

M4Y 2Y5

ONTARIO

CANADA

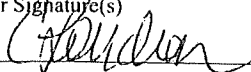
Incorporation No

BC0921753

7. ADDITIONAL OR MODIFIED TERMS:

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)



Carol Loudon

A Commissioner for Taking Affidavits

For British Columbia

6300 Hammond Bay Rd, Nanaimo, BC

Expiry: October 31, 2021

Execution Date

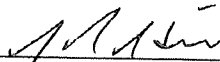
Y	M	D
20	02	07

Transferor(s) Signature(s)

REGIONAL DISTRICT OF  
NANAIMO, by its authorized  
signatories:



Name: Ian Thorpe, Chair



Name: Jacquie Hill, Corporate Officer

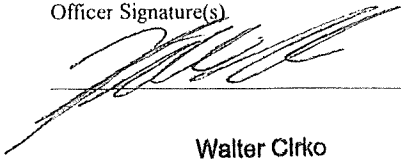
#### OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

PAGE 2 of 10 PAGES

Officer Signature(s)



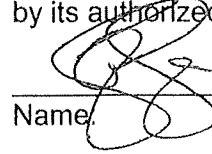
Walter Cirko  
A Commissioner for Taking Affidavits  
For British Columbia  
1800-4710 Kingsway  
Burnaby, BC, V5H 4M2  
Phone: (604) 616-4801  
Expires: April 30, 2022

Execution Date

Y	M	D
19	10	04

Transferor / Borrower / Party Signature(s)

ROGERS COMMUNICATIONS INC.,  
by its authorized signatories:



Name:

Gerald Eugene McPhee

Manager, Real Estate and Municipal Affairs

Name:

Access Networks, BC Region  
Rogers Communications

	Initial	Date (mm/dd/yy)
Content (Mgr)	EST	11/01/19
Approved (GM)	DW	11/01/19
Legal Form (CO)	1H	11/05/19
Authority (CAO)	BL	FEBRUARY 7, 2020

## OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

## LAND TITLE ACT

## FORM E

## SCHEDULE

PAGE 3 OF 10 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Modification

Modification of Statutory Right of Way EV146869,  
as modified by CA1409940 and CA3671933; entire  
document

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

## TERMS OF INSTRUMENT - PART 2

### STATUTORY RIGHT-OF-WAY (Section 218(1) – Land Title Act)

- A. In these Terms of Instrument – Part 2, the Transferor is known as the “Grantor” and the Transferee is known as the “Grantee”; and
- B. The Statutory Right-of-Way is necessary for the operation and maintenance of the Grantee's undertaking.

NOW THEREFORE in consideration of the covenants and agreements set forth in this Instrument, the Parties agree as follows:

Site: **(Legally described in Item 2 of Part 1 of this Instrument)**

Location Code: **W1837**

Site Name: **North Nanaimo**

Site Address: **6300 Hammond Bay Road, Nanaimo, B.C. V9T 6N2**

1. Grantor grants to Grantee:
  - (a) an easement and statutory right of way, to use that portion of the Site shown outlined in heavy black (unless otherwise indicated) on Plan VIP25547, a photo-reduced copy of which is attached as Schedule "A" hereto (the "Right of Way Area") at all times; and
  - (b) the non-exclusive and unrestricted use of the Site by way of licence for access and for the purposes set out in clause 5.
2. TERM of 5 years beginning on June 1, 2018 ("Commencement Date").
3. Fee shall be paid annually in advance beginning on the Commencement Date in the amount of \$25,000.00 plus G.S.T. by the Grantee to the Grantor. Grantor's G.S.T No. 107 882 953. Taxes attributed to this Statutory Right of Way shall be payable by the Grantee.
4. EXTENSION of the Term is granted to Grantee for an additional five-year extension period commencing June 1, 2023 and ending May 31, 2028 if Grantee gives Grantor written notice of its intention to extend at least 90 days prior to the expiration of the current Term (the "Renewal"). The Renewal shall be on the terms and conditions of this agreement and the fee shall be negotiated by the parties.
5. USE of the Right of Way Area and licence rights by Grantee shall be for the purposes of installing, removing, replacing, relocating, maintaining, supplementing and operating, at its sole expense, telecommunications facilities and equipment and the provision of telecommunication services, including equipment, antennas, utilities and connections to



appropriate utilities, fibre optic and telephone facilities, and where applicable, Grantee may connect its equipment and provide telecommunication services by cables and wires to the equipment of other occupants at the Site.

6. UTILITIES

(a) The Grantee shall at its cost provide all utilities and pay all utility charges imposed in relation to its use of the Right of Way Area.

(b) Electrical service shall be provided by either:

(i) the Grantee installing a separately metered hydro service; or

(ii) where the utility will not install a separate meter, Grantee shall obtain its electrical service via Grantor's service and Grantee shall install a check or sub-meter for measuring consumption. Grantee shall pay Grantor a share of the Grantor's electricity charges based upon the proportion of Grantee's consumption to total consumption.

7. EQUIPMENT, towers, poles, shelters, cabinets, pedestals, antennas and mounts shall remain the personal property of Grantee and shall be removed by Grantee upon expiration or termination of this agreement and the Right of Way Area will be restored to its original condition, reasonable wear and tear and removal of concrete foundations or roof piers excepted.
8. NOTICES shall be in writing and sent by mail, postage prepaid, deemed received 3 days after mailing or by facsimile transmission, deemed received on date transmitted, to the address or telecopy number of the party set forth in Items 5 or 6 of Part 1 of this Instrument.
9. ASSIGNMENT of this agreement or licensing of rights to use of Right of Way Area and licence rights by Grantee may be made to any corporate affiliate; principal lenders or a purchaser of most or all of Grantee's assets. All other assignments require Grantor's consent, acting reasonably. Grantee may permit use of all or any portion of the Right of Way Area or licence rights by other entities consistent with the uses permitted herein.
10. TERMINATION of this agreement may be exercised by Grantee at any time on 30 days' notice without further liability if Grantee cannot obtain all necessary rights and approvals required from its senior management, any governmental authority and/or any third party to operate the telecommunications facility, or if any such right or approval is cancelled, expires or terminated, or if for any other bona fide reason (eg. interference with Grantee's signals, damage or destruction, commercial impracticality) Grantee determines that it will be unable to use the Right of Way Area or licence rights for any of their intended purposes. Upon Statutory Right of Way termination, all prepaid Fees shall be adjusted to the date of termination. If Grantee defaults under this agreement and such default is not being diligently remedied within 30 days after receipt of registered notice (*force majeure* excepted), Grantor may terminate this agreement on 30 days' written notice. If this agreement is terminated, the Grantee shall cause a discharge of this agreement to be filed in the Land Title Office.

11. INDEMNITY: Grantee shall indemnify and hold the Grantor harmless against any and all costs (including legal costs) and loss to person or property which arise out of the unlawful or negligent use and/or occupancy of the Right of Way Area by Grantee. Grantee shall maintain during the Term and any extensions, general liability including property damage insurance coverage of not less than \$2,000,000 and, upon notice, Grantor shall be added as an additional insured and provided with evidence of coverage.
12. HAZARDOUS SUBSTANCES: To the best of its knowledge, Grantor represents that the Site is free of all hazardous, toxic or dangerous substances. Grantor and Grantee shall not introduce, or produce or use any such substances on the Site in violation of any applicable law. The Grantee shall be responsible for and shall indemnify the Grantor against any and all liabilities including statutory, relating to hazardous, toxic or dangerous substances that the Grantee introduces, produces or uses at the Site.
13. MISCELLANEOUS
  - (a) Grantor shall not cause or permit others to interfere with or impair the quality of the telecommunications services being rendered by Grantee from the Site. Grantee shall have 24-hour, 7 day a week access to the Right of Way Area and licensed areas subject to Grantor's reasonable security requirements and access cards and/or keys provided by Grantor at Grantee's expense.
  - (b) Grantor will, at Grantee's expense, assist and cooperate with Grantee in obtaining governmental approvals for Grantee's permitted uses. Grantee shall use the Site in compliance with all applicable laws, by-laws, rules and regulations of the appropriate jurisdictions pertaining to the environment, health, welfare and occupational safety.
  - (c) Grantee shall have the exclusive right to operate a telecommunications facility at the Site during the Term and all extensions, but not the exclusive right to possession or use of the Right of Way Area or licensed areas. For example, any fencing of all or part of the Right of Way Area or licence areas or equipment therein is for safety and security reasons only and the Grantor at its own risk shall be permitted access at all times within such area(s).
  - (d) No leasehold interest shall pass to or be vested in the Grantee by virtue of this Statutory Right of Way.
  - (e) Grantor and/or Grantor's agent represents and warrants that Grantor and/or Grantor's agent has full authority to enter into and sign this agreement and bind Grantor accordingly.
  - (f) This agreement contains all agreements, promises and understandings between Grantor and Grantee.
  - (g) The terms and conditions of this agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Grantor and Grantee.
  - (h) Grantor will permit Grantee or its contractors full access to the Site and Right of Way Area, in advance, for the purpose of satisfying itself, at its own expense, as to the appropriate conditions for its intended use of the Site and Right of Way Area, provided Grantee shall repair any damage caused by any tests or inspections.
  - (i) In the event that the Grantee requires one or more local utilities to provide services (e.g . electricity or water) to the Site primarily for the use of the Grantee, then at the request of

each utility and at no cost to the Grantor, the Grantor shall grant to the utility a Statutory Right of Way ("Utility SRW") for purposes of providing such services, including all necessary infrastructure and equipment (e.g. poles, cables, pipes etc., the "Utility's Facilities"). Each Utility SRW shall be in the form of the said utility's standard document, subject to approval by the Grantor, such approval not to be unreasonably withheld. Each Utility SRW shall cover all of the Site for land title registration purposes only; however the utility shall agree to use only those parts of the Site for the Utility's Facilities as approved by the Grantor in advance, such approval not to be unreasonably withheld.

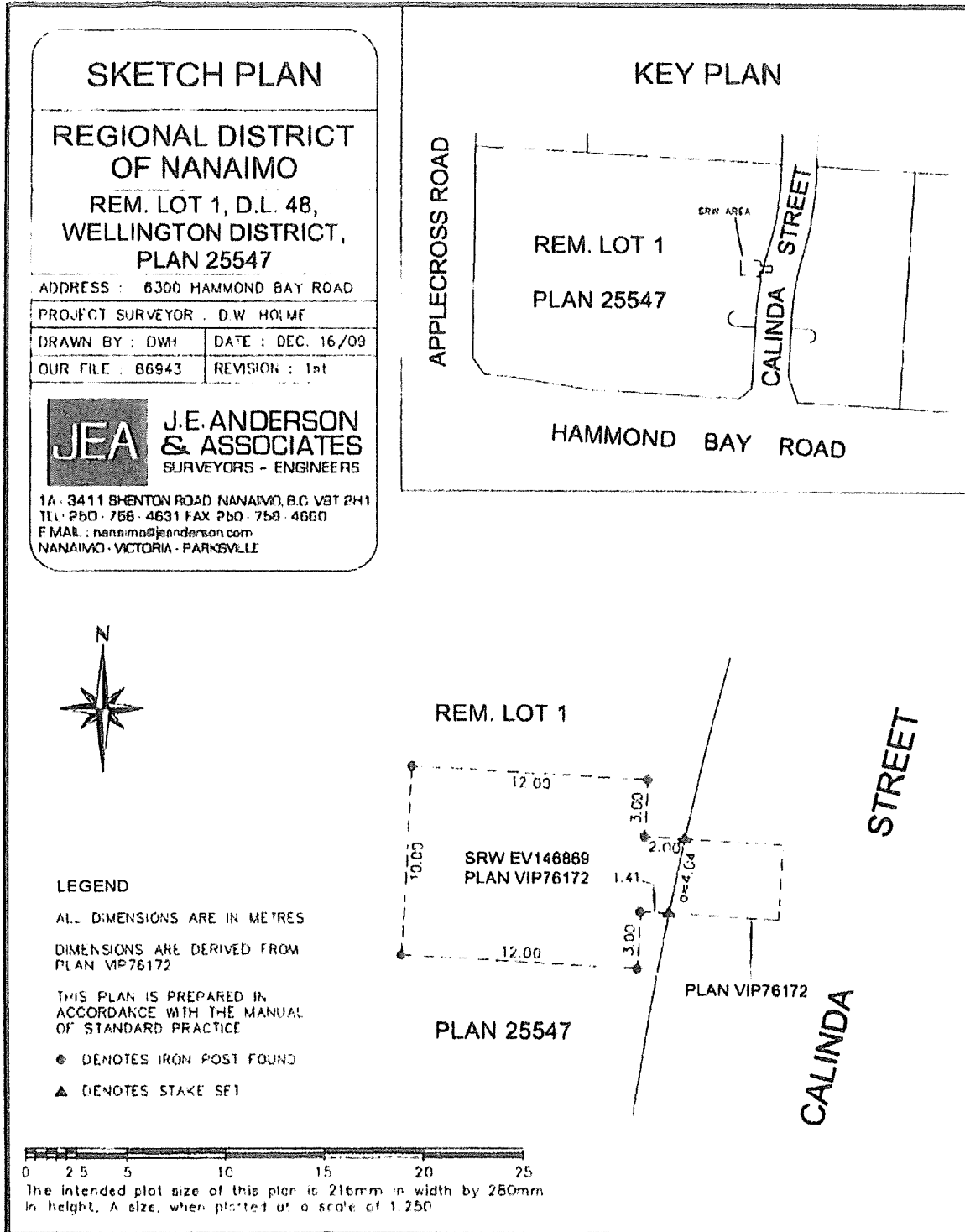
(j) If Grantee remains in possession at end of Term(s), this Statutory Right of Way shall continue on a monthly basis at the then current Fee.

(k) Invalid provisions are severable and do not impair the validity of the balance of this agreement.

14. ADDITIONAL PROVISIONS see Schedule "B" attached.

The Grantor and Grantee acknowledge that this agreement has been duly executed and delivered by the parties executing Forms C and D attached hereto

**SCHEDULE "A"**  
**RIGHT OF WAY AREA**



## SCHEDULE "B"

### ADDITIONAL PROVISIONS

1. **Registration:** Grantee shall be permitted at its own cost, to register this agreement on the title of the property. Grantor shall co-operate with the Grantee in initialling any minor modifications to this agreement that may be necessary for it to be in a registerable form, acceptable to the B.C. Land Titles office.
2. **Location of Right of Way Area:** The Right of Way Area as shown on Schedule "A" attached hereto, is situated in a natural clearing to the west and half way along the driveway that enters the site off of Hammond Bay Road. A survey plan depicting the Right of Way Area on an "as built" basis shall be prepared upon completion of construction, as per the provision at the top of Schedule "A" herein.
3. **Option to Terminate:** At any time prior to commencement of construction, if the Grantee has not obtained the required approvals and permits from the City of Nanaimo and/or if the Grantee has not satisfied itself that the transmission patterns from the Right of Way area are suitable for the Grantee to achieve its telecommunications objectives and for any reason whatsoever. Grantee shall have the right to terminate this agreement without further liability or cost to Grantee.
4. **Construction:** All work shall be done in accordance with current building code regulations and shall be to a good and workmanlike standard. The Grantee shall be permitted to remove trees and clear vegetation, in and adjacent to the Right of Way Area, as necessary to locate its telecommunications facility at the Site, subject to the Grantor's prior written approval which shall not be unreasonably withheld or delayed. Grantee shall be permitted to remove approximately five (5) trees in and adjacent to the Right of Way Area and shall endeavor to keep any additional removal of trees to a minimum. Grantee shall dispose of trees, branches and debris promptly after the clearing has been done. Upon completion of construction, Grantee shall restore any disturbed areas around the right of way area and power line route to their natural state using native vegetation. Any damage to pavement shall also be repaired by Grantee. Grantee shall have reasonable ongoing tree pruning and tree topping rights in the Right of Way Area and adjacent lands, in the event of signal blockage or infringement, subject to Grantor's prior written approval, which shall not be unreasonably withheld. Grantee shall be permitted to install a chain link fence around the tower/shelter compound with dimensions of 10 meters x 12 meters. A vehicle access to the compound (4 meters wide and 7.5 meters long) as shown on Schedule "A" shall not be fenced and shall be surfaced with crushed gravel. An electrical service shall be brought to the Right of Way area via an underground routing along the main driveway that comes in from Hammond Bay Road to the south, all work to be in accordance with applicable regulations.

5. **Grantor's Option to Locate Antennas on Grantee's Tow:** The Grantor shall have the right to co-locate below the Grantee's own antennas, exact locations to be approved by Grantee acting reasonably (the "Reserved Area"), at no cost, for the initial term and subsequent extension periods, the following:
- one (1) antenna - centre line above ground level 20 meters, dish size/type approximately 1.2-metre-high performance, 11 GHz (HP4-11) Azimuth 287.72 Degrees True
  - three (3) additional PCS type antennas or microwave dishes (up to 1.2 meters in size) at locations to be mutually agreed upon at a future date, below the Grantee's own antennas, at no cost;

This right is subject to the Grantor entering into the Grantee's standard License Agreement for co-location. The Grantor shall be responsible for all installation, removal and replacement costs associated with its own antennas, including mounts, lines, cables, electrical and ancillary equipment, but not the cost of the tower reinforcing needs to accommodate the four antennas."

6. The Grantor may at its sole discretion assign part of its rights in the Reserved Area to one or more of the City of Nanaimo, the District of Lantzville, the City of Parksville or the Town of Qualicum Beach (each a "Municipality") and, where the Grantor assigned part of its right in the Reserved Area to a Municipality, the Municipality shall be entitled to locate equipment not exceeding the specifications outlined in this agreement within the Reserved Area without cost during the Term.

An assignment of space in the Reserved Area is subject to the Municipality entering into the Grantee's standard License Agreement for co-location and acting in a manner which will not disturb or otherwise disrupt the business activities of the Grantee. The Municipality shall be responsible for all installation, removal and replacement costs associated with its own antennas during the term of such License, including mounts, lines, cables, electrical and ancillary equipment, but not the cost of the tower reinforcing needed to accommodate the four antennas permitted in the Reserve Area.

7. The Grantee shall give notice to the Grantor whenever it has an application from another party for co-location in the Reserved Area. The Grantee shall not approve any co-location agreements without prior written consent from the Grantor, such consent not to be unreasonably withheld, provided the request for co-location does not affect the Grantor's right to co-locate under this agreement.

**END OF DOCUMENT**