



January 28, 2008

Wheatland County
Hwy. 1, R.R. 1
Strathmore, Alberta
T1P 1J6

Attention: Ms. Jennifer Deak
Chief Administrative Officer

Dear Ms. Deak:

Re: **Shaw Cablesystems Limited and Wheatland County, Alberta**

Thank-you for hosting our meeting in your offices on January 23rd and for including your colleagues from the Executive Committee. We found our discussions to be constructive and provided a good exchange on how we could move forward to resolve our access to the County's highways.

As we discussed, we have enclosed a copy of the Memorandum of Understanding ("MOU") which would address the immediate needs of both parties. The MOU would require Shaw to follow the County's standard permit process and construction practices set out in Schedule 'A' attached to the MOU and grant Shaw access, on an interim basis, to the County's highways and roadways to install Shaw's facilities pending completion of the Municipal Access Agreement. This MOU would enable Shaw to submit an alignment application for its fibre build in order to commence construction of the work required to provide internet, cable and digital phone services to the residents of the Lakes of Muirfield development. The MOU enclosed has been signed by Shaw. Once the MOU is signed by the County and returned to Shaw, the parties would apply to suspend the CRTC proceedings pending the completion of a mutually acceptable Municipal Access Agreement. The MOU would be superseded by the Municipal Access Agreement which would be negotiated by the parties and give the parties an opportunity to work through the issues before the CRTC in the Part VII Application.

We have also enclosed a copy of our summary of our meeting for your records and for presentation to the Council.

Upon your receipt of approval from the Council to move forward with this proposal, please return a signed copy of the MOU to us. Would you please confirm with us the dates of the County Council's next meeting.

We appreciate your willingness to find simple, constructive solutions to our access to the County's highways. We look forward to moving ahead with our build to the Lakes

Shaw Cablesystems G.P.

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of Muirfield for our mutual benefit and to completing the terms of our access under the Municipal Access Agreement on mutually acceptable terms.

Yours sincerely,

SHAW COMMUNICATIONS INC.

A handwritten signature in black ink, appearing to read 'Terry Medd', written in a cursive style.

Terry Medd,
Vice President, Operations

Memorandum of Understanding dated January 25, 2008 ("MOU")

Between

The County of Wheatland
(the "County")
and

Shaw Cablesystems Limited
("Shaw")

RE: Consent to enter those highways and other public places within the jurisdiction of the County of Wheatland for the purpose of construction and operation of telecommunications facilities

The County hereby grants Shaw consent to construct, operate, maintain, repair and remove (the "Work") its telecommunications facilities (as that term is defined in the Telecommunications Act) in, on, over or along the public places managed by the County of Wheatland ("Rights-of-Way") for the purpose of Shaw providing telecommunications services subject to Shaw complying with those terms that are currently applied by the County for Work in the Rights-of-Way as described in Schedule "A" attached hereto.

The parties acknowledge and agree that the County of Wheatland's Bylaw 2007-83 dated August 21, 2007, and all its amendments, will not apply to this MOU.

The County and Shaw each agree to negotiate, in good faith, a mutually agreeable municipal access agreement ("MAA"). The parties acknowledge that the terms of this agreement shall be superceded upon the parties' execution of such MAA. All permits issued pursuant to this agreement will be applied retroactively to the terms of the MAA.

Acknowledged and agreed to effective as of January 25, 2008

On behalf of the County of Wheatland

Signed: _____
Name and title:

On behalf of Shaw Cablesystems Limited

Signed:  _____
Name and title: Terry Medd, VP, Operations

Signed:  _____
Name and title: Cam Kernahan
VP Operations

Schedule "A"

1. Shaw shall not perform any Work to excavate, break up or otherwise breach the surface of any Rights-of-Way without first:
 - a) providing a minimum of fifteen (15) days notification to the County of the location, type of work and expected time period for all Work to be undertaken;
 - b) providing notification to all adjacent landowners that may be affected by the Work of the location, type of work and expected time period for all Work to be undertaken;
 - c) providing plans to the County, setting out a proposal for an alignment for Shaw's Equipment ("Equipment" means any poles, cables, pipes, conduits, pedestals, antennas, vaults, support structures or other similar facilities or structures and associated telecommunications facilities);
 - d) and such other information reasonably required by the Municipal Manager in a form acceptable to the Municipal Manager;
 - e) providing the Municipal Manager, if requested by the County, acting reasonably, a traffic accommodation strategy; and
 - f) obtaining the written consent of the Municipal Manager to an Alignment.
2. Shaw shall provide all required information and obtain all required municipal construction and/or other permits normally required by the County in the circumstances prior to commencing any Work.
3. In the event of an emergency involving Shaw's Equipment, Shaw may perform such Work as is strictly necessary to end the emergency without the prior consent of the County, provided that Shaw notifies the County of the occurrence of the Work without delay.
4. All Work conducted by or on behalf of Shaw is subject to the following conditions:
 - a) the Work shall conform to all applicable federal, provincial and municipal statutes, laws and by-laws or other applicable rules and regulations, including, but not limited to, the terms of any authorizations granted by the Municipal Manager, permits issued by the County and the provisions of this Agreement;
 - b) the Work shall be conducted and completed to the satisfaction of the Municipal Manager;
 - c) the Work shall be performed in a manner that safeguards and protects all other support structures, transmission lines, equipment, facilities and improvements of any kind ("Improvements") present in the Rights-of-Way;
 - d) the Work shall be performed in a manner that gives due consideration to any features of the County's roads, as well as plans by the County to upgrade or relocate the Municipal Roads that have been communicated to Shaw;
 - e) all Equipment shall be plowed in at approximately one (1) meter from the property line of the Rights-of-Way where feasible;

- f) after completion of any Work, Shaw shall provide a minimum of five (5) working days notice to the County prior to backfilling the Rights-of-Way to allow for inspection of the Work and the Rights-of-Way;
- g) after inspection by the County of the Work and the Rights-of-Way, Shaw shall restore the Rights-of-Way to substantially the same condition in which it was before such Work was undertaken, free from nuisance and to the satisfaction of the Municipal Manager, acting reasonably. If Shaw fails to repair and restore any Rights-of-Way to the reasonable satisfaction of the Municipal Manager within two (2) days of being notified by the County, the County may effect such repairs and charge all costs related thereto to Shaw;
- h) if the direction boring method is used in any Work in the Rights-of-Way, the County shall verify depth while boring is taking place or Shaw shall provide a written record of the recorded depths to the County. If, in the future, it is found that actual depths vary significantly from depths specified in and provided to the County, then that Company will be held responsible for future lowering or modification costs if required, in the event of road construction costs or maintenance work being carried out;
- i) Shaw shall install permanent cable utility line(s) marker signs on both sides of the Rights-of-Way indicating the existence and location of the cable utility line(s), and regular and emergency contact numbers. Shaw shall ensure that the signs be in place in perpetuity of the existence of that line;
- j) Shaw shall be responsible for all Work, including the cost of such Work; and
- k) in relation to any Work in or adjacent to Rights-of-Way that are developed roads or highways under the control of the County (“Municipal Roads”), Shaw shall:
 - i) ensure that any lines being buried adjacent to a Municipal Road will be a minimum of fifteen (15) meters from the legal boundary of the said Municipal Road;
 - ii) construct any Equipment as per the designated construction method, as close to a 90 degree angle as possible to the Municipal Road without any vertical or horizontal bends in the Equipment and to the construction limits and depths of two (2) meters below the surface of the Municipal Road;
 - iii) construct any Equipment crossing a Municipal Road by boring and without damage or disturbance to the roadway surface or embankment, and with no open excavations permitted within three (3) meters of the edge of the traveled Municipal Road surface where feasible. When location conditions prevent the use of boring, with written approval of the County they may be made by the open cut method. Equipment installed in any other Rights-of-Way may be done using the open cut method;
 - iv) backfill, compact trim and reseed all excavations and disturbances created within the Municipal Road to the satisfaction of the County acting reasonably and shall be responsible for all future work and costs required to correct any settlement, erosion or other adverse impacts to the Municipal Road resulting from the Work ;
 - v) all Work is done in a manner so as not to interrupt, interfere with or endanger public usage of the Municipal Road and shall provide proper and adequate signage, barricades and traffic control at all times that Work is being carried; and
 - vi) carry out and obey all directions, orders and requirements of the County with respect to traffic control, signage and barricades within the Municipal Road.