

# EX35.24

## ATTACHMENT A

### Major Terms and Conditions – Lease Agreement and Easement Agreement

Table 1: Major Terms and Conditions of the Lease Agreement

Tenant:	Enbridge Gas Distribution Inc.
Term:	Fifteen Years
Commencement Date:	June 1, 2018 or otherwise as may be mutually agreed.
Renewal/Extension:	The Tenant has no renewal or extension rights.
Leased Area:	As shown in Attachment "C" hereto (the "Plan")
Size of Leased Area:	Approximately 2,930 square meters (31,538.23 square feet)
Basic Rent:	\$2.00 per annum (\$30.00 in total for the Term) payable at the beginning of the Lease Agreement, plus all applicable taxes.
Net Lease:	The Rent payable under the Lease is net to the Landlord, unless expressly provided otherwise in the Lease
Permitted Use:	The construction, operation, maintenance and repair of the Facility.
Environmental:	The Tenant shall comply with all environmental laws and shall not permit any hazardous substances on the Premises or other City owned lands, except the permitted substances set out in the Lease which must be used in compliance with environmental laws. City should pay for the environmental remediation of the lands if any is required based on discoveries made during the Tenant's construction.
Indemnity:	The Tenant shall release and indemnify and save the City harmless from and against all losses, actions and claims arising out of any non-compliance with the Lease, injury to persons and property damage caused by the use or occupation of the Premises, unless due to the negligence or wrongful acts of the Landlord.

Tenant:	Enbridge Gas Distribution Inc.
Insurance:	The Tenant shall take out and keep in full force effect all risk insurance equal to 100% of replacement cost, commercial general liability insurance in the amount of \$5,000,000, building by-law insurance, legal liability insurance, automobile liability insurance and, during construction, builder's risk insurance. The City will be added as an additional insured or loss payee, where appropriate.

Table 2: Major Terms and Conditions of the Easement Agreement

Transferee:	Enbridge Gas Distribution Inc. (the "Transferee")
Term:	Easement in perpetuity commencing on the Commencement Date of the Lease
Easement Area	Subsurface area outlined in Attachment "C"
Size of Easement Area:	Approximately 700 square meters (7,534.73 square feet)
Easement Fee:	\$2.00
Permitted Use:	The construction, operation, maintenance and repair of pipelines for the injection of natural gas from the Facility to the distribution network operated by Enbridge.
Indemnity:	The Transferee shall release and indemnify and save the City harmless from and against all losses, actions and claims arising out of any non-compliance with the Easement, injury to persons and property damage caused by the use or occupation of the Easement Area, unless due to the negligence or wrongful acts of the Transferor.
Insurance:	The Transferee shall take out and keep in full force effect commercial general liability insurance in the amount of \$5,000,000. The City will be added as an additional insured or loss payee, where appropriate. All policies of insurance shall contain cross-liability, waiver of subrogation, owner's and contractor's protective coverage, contingent employer's liability, non-owned automobile liability and severability of interest provisions.