

rounded off to the nearest Thousand Dollar (\$1,000) amount. Failure of Grantor to request an adjustment for any five (5) year period shall not preclude a full adjustment at any subsequent five (5) year anniversary if requested. Grantee shall cause Certificates of Insurance evidencing the above insurance coverages to be provided promptly upon request to Grantor, or to such other representative of Grantor as Grantor may from time to time designate. The insurance policies required under this Section shall each cover the Grantor as an additional insured, and shall reflect that the insurer has waived any right of subrogation against the Grantor. Such insurance requirements may be met by a combination of self-insurance (not in excess of \$2,000,000), primary and excess insurance policies.

16. Termination and Abandonment. If the Federal Energy Regulatory Commission fails to issue a Certificate of Public Convenience and Necessity in Docket CP15-17-000 for the construction and operation of the Pipeline and Pipeline Systems described herein within three (3) years following the date of this Grant of Easement and Agreement, all rights vested in Grantee pursuant to this Grant of Easement and Agreement shall be released and revert back to Grantor. This Grant of Easement and Agreement shall be deemed abandoned and terminated only following the receipt of a final non-appealable abandonment order issued by the Federal Energy Regulatory Commission, or its successor agency, for Grantee to abandon the Pipeline and Pipeline Systems, and that Grantee shall have no further rights in the Permanent Easement and with respect to the Pipeline and Pipeline Systems except the right to abandon the Pipeline and Pipeline Systems in place or the right and privilege to remove the Pipeline and Pipeline Systems in accordance with the FERC abandonment authorization. In the event of any such abandonment or termination of this Easement, Grantee shall cause the Pipeline and Pipeline Systems to be free and discharged from each and every lien, encumbrance, claim and charge of any character created or attempted to be created at any time by Grantee with Grantee hereby agreeing to indemnify and hold Grantor harmless from any such lien, encumbrance, claim or charge. There shall be no refund of consideration paid to Grantor for this Grant of Easement and Agreement or the granting of the Easement by reason of termination, lack of development, abandonment, or for any other reason.

17. Other; Miscellaneous.

a. Monitoring Wells; Landfill Monument. Grantee acknowledges and agrees that there are, in each case as shown on the Surveys, presently located within or near the Easement Area: (i) three (3) operating monitoring wells of Grantor ("Monitoring Wells"), and (ii) a benchmark survey marker regarding the landfill ("Survey Marker") formerly operated on and landfill materials now located at or near the Easement Area. Grantee covenants and agrees that it shall at its sole expense from time to time, and before beginning any construction preparation, mobilization or construction, or any maintenance, repairs, replacement, inspection or removal activities (except surveying and measuring) regarding the Pipeline and Pipeline Systems first install and maintain: (i) 15 foot by 15 foot square of orange construction fencing centered around each such Monitoring Well and a 5 foot by 5 foot rectangle of orange construction fencing centered around such Survey Marker; and Grantee shall not conduct any such activities within such fenced off areas. Grantee may remove such construction fencing at the end of any such stated activities requiring installation of such fencing (until such time as additional such activities require reinstallation of such construction fencing). Grantee shall indemnify and hold Grantor harmless from any