

15. LIENS AND MORTGAGES

15.1 Prohibition Against Liens and Mortgages on the Easement Area. The Grantee shall not: (i) engage in any financing or other transaction creating any mortgage or security interest upon the Easement Area; (ii) place or suffer to be placed upon the Easement Area any lien or other encumbrance; (iii) suffer any levy or attachment to be made on the Grantee's interests in the Easement Area; or (iv) pledge, mortgage, assign, encumber, or otherwise grant a security interest in the Easement Area or the rents, issues, profits, or other income of the Easement Area.

ENVIRONMENT

16. ENVIRONMENTAL PROTECTION

16.1 Compliance with Applicable Laws. Grantee shall comply with all Applicable Laws and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and assessments by regulators for the failure to comply with such standards. Grantee shall also indemnify the Government to the full extent permitted by law for any violation of such law, regulation, or standard and shall also reimburse the Government for any civil or criminal fines or penalties levied against the Government for any environmental, safety, occupational health, or other infractions caused by or resulting from Grantee's action or inaction or that of its officers, agents, employees, contractors, subcontractors, licensees, or the invitees of any of them. In the event that any actions by Grantee including those of its officers, agents, employees, contractors, subcontractors, licensees, or invitees cause or contribute to a spill or other release of a substance or material, Grantee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, State and local laws and regulations or, at the discretion of Government, indemnify Government for all costs of completing such cleanup, abatement, or response action.

16.2 Environmental Permits. The Grantee shall obtain at its sole cost and expense any environmental and other necessary permits required for its operations under this Easement, independent of any existing permits.

16.3 Indemnification. The Grantee shall, to the extent permitted by law, indemnify the Government, its agents and employees, from and against any loss, damage, claim, or liability whatsoever resulting in personal injury or death, or damage of property of the Government and others, directly or indirectly due to the negligent exercise by the Grantee of any of the rights granted by the Easement, or any other negligent act or omission of the Grantee, including failure to comply with the obligations of this Easement or of any Applicable Laws that may be in effect from time to time.

16.4 Government Caused Environmental Damage. Grantee does not assume any of Government's liability or responsibility for environmental impacts and damage resulting from Government's activities; however, this provision does not relieve Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.