

SECTION 8.6

Granting of Easements

If no event

of default under this Lease shall have happened and be continuing, the Lessee may at any time request the County to grant easements, licenses, rights of way (including the dedication of public highways), and other rights or privileges in the nature of easements with respect to any property included in the Project free from the lien of the Mortgage. The Lessee may also request the County to release existing easements, licenses, rights of way, and other rights or privileges with or without consideration. The County agrees that it shall execute and deliver and will cause and direct the Mortgagee to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way, or other right or privilege, upon receipt by the Mortgagee of: (i) a copy of the instrument of grant or release; (ii) a written application signed by the president or a vice president or the treasurer of the Lessee requesting such instrument; (iii) a certificate executed by the president or a vice president or the treasurer of the Lessee stating (1) that such grant or release is not detrimental to the proper conduct of the business of the Lessee, and (2) that such grant or release will not impair the effective use or interfere with the operation of the Project, and will not weaken, diminish, or impair the security intended to be given by or under the Mortgage. No grant or release effected under the provisions of this Section shall entitle the Lessee to any abatement or diminution of the rents payable under Section 5.3 hereof or the amounts payable under Section 5.4 hereof.

SECTION 8.7

Indemnification Covenants.

(a) Lessee shall and agrees to indemnify and save the County and the Mortgagee harmless against and from all claims by or on behalf of