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not be entitled to any abatement or diminution of the rents payable under Section 5.3 or the amounts payable under Section 5.4, and if such option relates to Leased Land on which transportation or utility facilities are located, the County shall retain an easement to use such transportation or utility facilities to the extent necessary for the efficient operation of the Project.

SECTION 11.4 Conveyance on Exercise of Option to Purchase.

At the closing of any purchase pursuant to any option to purchase granted herein, the County shall, upon receipt of the purchase price, deliver to the Lessee the following:

(a) If necessary, a release from the Mortgagee of the property with respect to which the option was exercised from the lien of the Mortgage.

(b) Documents conveying to the Lessee good and marketable title to the property being purchased as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the County; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented; (iii) those liens and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Agreement; (iv) Permitted Encumbrances other than the Mortgage and this Agreement; and (v) if the purchase is made pursuant to the provisions of Section 11.2(b) hereof, the rights and title of the condemning authority.

SECTION 11.5 Relative Position of Options and Mortgage.

The options respectively granted to the Lessee in this Article, except under Section 11.3 hereof, shall be and remain prior and superior to the Mortgage and may be exercised whether or not the Lessee is in default hereunder, provided that no such default will result in non-fulfillment of any condition to the right of the Lessee to obtain a conveyance of the Project by making the payments required hereunder.

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