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Any portion of the Leased Land purchased from the County by the Tenant for its own use under the provisions of this Section shall be at a purchase price which is equal to the price per acre paid by the County, said price being \$_____ per acre. The purchase price so received shall be deposited in the Bond Fund.

No release effected under the provisions of this section of this Lease shall entitle the Tenant to any abatement or diminution of the rents payable under Sections 5.02 and 5.03 hereof.

"Independent Engineer", as used in this section and in Section 8.08 hereof, shall mean any engineer or engineering firm or an architect or an architectural firm qualified to practice the professions of engineering or architecture under the laws of South Carolina and who or which is not an officer or a full time employee of the Tenant or the County.

SECTION 8.08. Granting Easements. If neither the County nor the Tenant is then in default, the County at the request of the Tenant shall from time to time, grant easements, licenses, rights-of-way (including the dedication of public highways), party wall agreements and other rights or privileges in the nature of easements with respect to the Project or may release existing easements, licenses, rights-of-way and other rights or privileges with or without consideration; and the County agrees that it shall execute and deliver any instrument necessary or appropriate to grant or release any such easement, license, right-of-way, party wall agreement or other right or privilege upon receipt of: (a) a copy of the instrument of grant or release; (b) a written application signed by the Authorized Tenant Representative requesting such instrument; and (c) a certificate executed by an Independent Engineer as defined in Section 8.07 hereof, dated not more than ninety days prior to the date of the release or grant stating that, in his opinion: (i) such grant or release is not detrimental to the proper conduct of the business of the Tenant pertaining to the Project, and (ii) such grant or release will not impair the character or significance of the Project for the purpose for which it was designed or last modified and will not destroy the means of ingress thereto and egress therefrom. No release or grant effected under the provisions of this section of this Lease shall entitle the Tenant to any abatement or diminution of the rents payable under Section 5.02 and 5.03 hereof.

SECTION 8.09. Indemnification. The Tenant covenants and agrees, at its expense, to pay, and to indemnify and save the County and the Trustee harmless against and from any and all

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