

make adequate provisions to satisfy and discharge, within sixty (60) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the Project, or any part thereof; provided, however, that nothing contained in this Contract shall require the Authority to pay, or cause to be discharged, or make provision for, any such lien, security interest or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

The Authority may grant or cause to be granted, whether to itself or otherwise, easements, licenses, rights-of-way (temporary or perpetual and 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, or the Authority may cause to be released existing easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the Project with or without consideration. In connection with any such grant, the Authority and the County agree that they shall 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 or assent.

The Authority may sell, lease or give away all or a portion of the Project. Prior to conveyance of any part of the Project financed with the proceeds of the Series 2026B Bonds, the Authority and the County shall obtain an opinion of nationally recognized bond counsel to the effect that such sale or lease will not adversely affect the tax-exempt status of the interest on the Series 2026B Bonds.

Section 5.6. Alterations and Improvements to Project.

The Authority, from time to time, in its sole discretion and at its own expense, may make any additions, deletions, alterations, modifications or improvements to the Project, or to any buildings or other facilities constituting any part thereof, which it may deem desirable for its governmental or proprietary purposes. Portions of the real property constituting part of the Project may be deleted from the Project description in the event that the final plans and specifications for the Project do not use all of the real property or portions of the Project are located on other parcels which are added to the description of the Project. Portions of the Project which the Authority determines are no longer needed as part of the Project may be conveyed to the County by the Authority upon request of the Authority and acceptance by the County and shall no longer be subject to the provisions of this Contract. Any such conveyance shall not affect the obligations of the Authority to pay the Contract Payments under the provisions of this Contract.

Section 5.7. No Warranty of Condition or Suitability by the Authority.

THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY TO THE COUNTY WITH RESPECT TO THE CONDITION OR WORKMANSHIP OF ANY PART OF THE PROJECT OR ITS SUITABILITY.

Section 5.8. Liens on Contract.

Except as herein provided and as provided in the Bond Resolution, the County will not create or suffer to create any lien on this Contract or the Contract Payments.