

is a valid and subsisting agreement without limit as to duration thereof; and

(d) a fully executed counterpart of the said agreement entered into by such State or County, as the case may be.

The Trustees shall be fully protected and shall incur no liability to anyone in releasing any part of the approach or approaches to the Bridge in accordance with the terms of this Section 8.03, and every such release shall be executed and delivered without compliance by the Company with any of the provisions of Section 8.02 hereof.

SECTION 8.04. Unless an event of default as defined in Section 7.02 hereof shall have occurred and be then continuing, the Company may at any time or from time to time, by deed or by plat, dedicate as and for a public highway any part of the approaches to the Bridge (but not including any part of the Bridge or its foundations or abutments) at the time owned by the Company and the Trustees shall release and discharge the property so dedicated from the lien hereof and shall do all acts and things necessary on their part to make effective such release, but only upon receipt by the Trustee of

(a) a written request of the Company signed by its President and Treasurer

(1) describing in reasonable detail the particular part of the approach or approaches to the Bridge to be dedicated; and

(2) stating that the State or County within which the property so dedicated is located will by virtue of such dedication become obligated to maintain, repair and renew the said property as a public highway and as a part of the approaches to the Bridge, without limit as to time and without cost to the Company or its successors and assigns in the ownership of the Bridge;

(b) a certificate of the Consulting Engineers

(1) describing in reasonable detail the particular part of the approach or approaches to the Bridge to be dedicated; and

(2) stating that in the opinion of such Consulting Engineers the dedication of the property in question as a public highway