

6. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant.
7. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
8. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ____ day of _____, 20____.

GRANTOR:

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 20____, by _____.

Notary Public, State of Texas

APPROVED AS TO FORM:

_____, Asst. City Attorney

Consent and Subordination by Lienholder

_____, of _____ [address] (“Lienholder”), as the holder of [a] lien[s] on the Property subject to the Easement, consents to the above grant of an Easement, including the terms and conditions of the grant, and Lienholder subordinates its lien[s] to the rights and interests of Grantee, so that a foreclosure of the lien[s] will not extinguish the rights and interests of Grantee.

[Name of Lienholder]

By: _____
Name: _____
Title: _____

STATE OF _____

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ___ day of _____, 20____, by _____ of _____, a _____, on behalf of said _____.

Notary Public, State of _____