



conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.

- 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** \_\_\_\_\_

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§

This instrument was acknowledged before me on this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_