**CONSENT BY TENANT**

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tenant Notice Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_ County, \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

**Lease Agreement:** \_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

**Grant Document:** The document to which this Consent and Subordination by Tenant is attached, and consented and subordinated to.

**Property:** The tract of land described in the Grant Document that is the subject of the grant to City under the Grant Document.

In consideration of $10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Tenant, as the holder of a leasehold interest in the Property or a portion of the Property, and its successors and assigns:

1. consent to the conveyance of the Property to the City under the Grant Document, its contents and recording;
2. agrees that any monetary rights of City for performance of any Grantor obligations under the Grant Document will remain in place and unaffected by the Lease Agreement regardless of the frequency or manner of renewal, extension, change, or alteration of the Lease Agreement and will remain the obligation of any subsequent owner of the Property so long as the City provides written notice of any claim or default to Tenant at least thirty calendar days prior to incurring any expense claimed as a monetary right of the City;
3. agree that foreclosure of any lien against the leasehold estate under the Lease Agreement, or other sale of the leasehold estate under judicial or non-judicial proceedings, will be sold subject to the Grant Document and will not extinguish the rights and interests of City in the Grant Document or the Property and that the Grant Document shall remain in effect and shall be fully enforceable; and
4. affirm that the undersigned has the authority to bind the Tenant, and that all acts necessary to bind Tenant have been taken.

As used in this consent the capitalized terms defined in the Grant Document have the same meanings assigned to each term.

Executed effective the Date first above stated.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**

a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**State of** **\_\_\_\_\_\_\_\_\_\_\_\_ §**

 **§**

**County of** **\_\_\_\_\_\_\_\_\_\_ §**

Before me, the undersigned notary, on this day personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person’s official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 [Seal]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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