



WHEN RECORDED RETURN TO:  
 City of Phoenix  
 Historic Preservation Office  
 200 West Washington Street, 3<sup>rd</sup> Floor  
 Phoenix, Arizona 85003

CONSENT AGREEMENT

THIS CONSENT AGREEMENT (the "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the City of Phoenix, Arizona, a municipal corporation organized and existing under the laws of the State of Arizona (the "City"), whose principal address is 200 West Washington Street, Phoenix, Arizona 85003, and \_\_\_\_\_ (the "Lienholder"), whose principal address is \_\_\_\_\_.

RECITALS

A. \_\_\_\_\_, a \_\_\_\_\_, who owns a property at \_\_\_\_\_, Phoenix, Arizona, (the "Grantor") is indebted to the Lienholder in the amount of \$\_\_\_\_\_ (the "Lienholder Indebtedness"), which Lienholder Indebtedness is evidenced by a Promissory Note dated \_\_\_\_\_.

B. The Lienholder Indebtedness is secured by a Deed of Trust (the "Lienholder Security Document"), which Lienholder Security Documents were recorded on \_\_\_\_\_ in the official records of the Maricopa County Recorder, at Instrument No. \_\_\_\_\_. The Lienholder Security Document encumbers that certain real property more particularly described in Exhibit "A", attached hereto and made a part hereof, and all improvements located thereon, (collectively, the "Property"). The Lienholder's rights, title and interests under the Lienholder Security Document and any other rights, title or interests the Lienholder may have in the Property are hereinafter referred to collectively as the "Lienholder Interest."

C. The City has entered into an agreement with Grantor to purchase a conservation easement in return for Grantor's agreement to utilize the proceeds of such sale to rehabilitate the Property. As one of the conditions of the purchase, Grantor has agreed to provide the City with a consent agreement, wherein any lienholder on the Property consents to the Deed of Conservation Easement which will be recorded in the Maricopa County Recorder's Office, and agrees that the Conservation Easement shall run with the Property

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and shall not be affected in any manner by any sale of the Property by the Lienholder by foreclosure or power of sale.

D. In order to induce the City to purchase the Conservation Easement, the Lienholder has agreed to provide this Agreement. This Agreement is not intended to, nor shall it be constructed as affecting the priority of the Lienholder Interest.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual recitals, the City and the Lienholder hereby agree as follows:

1. Consent. The Lienholder hereby consents to the content, effect, execution and recording of the Conservation Easement and agrees that the Conservation Easement shall run with the Property and shall not be affected in any manner by any sale of the Property pursuant to the Lienholder Security Document, whether by foreclosure or power of sale.

2. Benefit and Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective representatives, successors and assigns.

3. Attorneys' Fees. In the event of litigation with respect to this Agreement, the prevailing party, as determined by the court, shall be entitled to recover its costs, expenses and fees, including attorneys' fees, as determined by the court.

4. Governing Law. This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Arizona.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LIENHOLDER

By \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

CITY OF PHOENIX, a municipal corporation  
JEFFREY BARTON, City Manager

By \_\_\_\_\_  
Helana Ruter, Historic Preservation Officer

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by Helana Ruter, Historic Preservation Officer.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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EXHIBIT "A"  
Legal Description

SAMPLE