

WHEN RECORDED RETURN TO:
City of Phoenix
City Manager's Office
Historic Preservation Office
200 West Washington Street, 17th 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. _____, an _____, 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 and shall not be affected in any manner by any sale of the Property by the Lienholder by foreclosure or power of sale.

CITY OF PHOENIX, a municipal corporation
FRANK FAIRBANKS, City Manager

By _____
Barbara Stocklin
Historic Preservation Officer

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ___ day of _____ 20_____,
by Barbara Stocklin, Historic Preservation Officer.

Notary Public

My Commission Expires:

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"
Legal Description

SAMPLE