

CONSENT AND WAIVER OF LANDLORD'S LIEN

This Consent and Waiver of Landlord's Lien ("Consent and Waiver") is made by the CITY OF SANTA FE, a municipal corporation ("Landlord") in favor of DEL NORTE CREDIT UNION, a state-chartered credit union headquartered in Santa Fe, New Mexico ("Lender").

RECITALS

Landlord is the owner and landlord of the premises located at **2860 Camino Entrada, Santa Fe, New Mexico ("Premises")** and has leased a portion of the Premises to JOEL MILLER ("Lessee") pursuant to a written lease agreement between Landlord and Lessee (the "**Lease**"), attached as **Exhibit A**. Under the Lease, Lessee intends to place a mobile home, more particularly described in **Exhibit B** attached hereto (the "**Mobile Home**"), on the Premises.

Based in part on Landlord's execution of this Consent and Waiver, Lessee intends to finance the purchase of the Mobile Home through Del Norte Credit Union.

In order to induce Lender to finance the Mobile Home and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord agrees as follows:

CONSENT AND WAIVER

1. **Superior Claim.** Landlord recognizes and acknowledges that Lender has a first lien on the Mobile Home, prior and superior to any lien, right, or claim, of any nature, Landlord now has or may hereafter acquire in the Mobile Home, whether by law, agreement or otherwise.

2. **Waiver.** Landlord hereby waives each and every right it now has or may hereafter acquire, under any law, or by virtue of the Lease or any other agreement, whether now in effect or hereafter executed, to levy or distraint upon the Mobile Home for rent (in arrears, in advance, or both), or to claim or assert title to the Mobile Home so long as the Loan Agreement is in place. Once the debt set forth in the Loan Agreement has been paid in full, or if the Loan Agreement becomes null and void for any other reason, Landlord's rights under this paragraph 2 will be reinstated. Lender must notify Landlord of payment in full or the end of the Loan Agreement within thirty (30) days of the date the Loan Agreement ends.

3. **Personal Property.** The Mobile Home shall remain personal property notwithstanding the manner or mode of the attachment of the Mobile Home to the Premises, and shall not become a fixture.

5. **All Accessions Covered.** This Consent and Waiver shall apply to any and all personal property hereafter installed on or affixed to the Mobile Home.

6. **Notice of Lease Default.** Landlord shall promptly give Lender written notice if Lessee is in material, uncured default under the Lease. This notice shall be given for the purpose of allowing Lender to begin proceedings to recover possession of the Mobile Home and remove the Mobile Home from the Premises. The foregoing notwithstanding, Lender shall not be obligated to Landlord for any unpaid rent, so long as Lender acts with reasonable diligence to obtain the legal right to remove and sell the Mobile Home. Landlord acknowledges that Lender may be delayed in obtaining the right to remove the Mobile Home as Lender is required to initiate a court action to obtain the right to remove and sell the Mobile Home, and/or if the Lessee files for bankruptcy protection.

7. **Entry.** It is further agreed that Lender or its assigns or agents may in the event of default by the Lessee in the performance of any of the terms and conditions of the Loan Agreement, remove the Mobile Home from the Premises, in accordance with the terms and conditions of the Loan Agreement. Landlord

will make no claim whatsoever to the Mobile Home or any interest or right therein so long as the Loan Agreement is in place, and Landlord further agrees that it will grant Lender the right of entry at any reasonable time to remove the Mobile Home from the Premises.

8. **Extensions.** Lender or its assigns may, without affecting the validity of this Consent and Waiver, extend the time of payment of any obligation of the Lessee or the performance of any of the terms and conditions of the Loan Agreement, without the consent of Landlord and without giving notice thereof to Landlord.

9. **Binding Effect.** This Consent and Waiver shall inure to the benefit of the successors and assigns of Lender and shall be binding upon the heirs, personal representatives, successors and assigns of Landlord.

IN WITNESS WHEREOF, Landlord hereby executes this Consent and Waiver on the date of signature below.

LANDLORD: CITY OF SANTA FE

John Blair
John Blair (Nov 19, 2023 18:53 MST)
JOHN BLAIR, CITY MANAGER

DATE: Nov 19, 2023

ATTEST:

Geralyn Cardenas
Geralyn Cardenas (Nov 20, 2023 09:37 MST)
GERALYN CARDENAS, INTERIM CITY CLERK
XIV

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Marcos Martinez
Marcos Martinez (Nov 16, 2023 15:30 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

Emily K. Oster
Emily K. Oster (Nov 17, 2023 22:58 MST)
EMILY K. OSTER, FINANCE DIRECTOR












23-0658 Del Norte Credit Union

Final Audit Report

2023-11-20

Created:	2023-11-17
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8OdAV7sVPu9wQk0ItCcayqJFOq9GaPAW


"23-0658 Del Norte Credit Union" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2023-11-17 - 10:27:57 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature
2023-11-17 - 10:29:27 PM GMT
-  Email viewed by ekoster@santafenm.gov
2023-11-18 - 5:56:58 AM GMT- IP address: 104.47.65.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-11-18 - 5:58:17 AM GMT- IP address: 69.254.154.77
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-11-18 - 5:58:19 AM GMT - Time Source: server- IP address: 69.254.154.77
-  Document emailed to jwblair@santafenm.gov for signature
2023-11-18 - 5:58:20 AM GMT
-  Email viewed by jwblair@santafenm.gov
2023-11-20 - 1:52:59 AM GMT- IP address: 104.47.64.254
-  Signer jwblair@santafenm.gov entered name at signing as John Blair
2023-11-20 - 1:53:15 AM GMT- IP address: 76.113.49.66
-  Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2023-11-20 - 1:53:17 AM GMT - Time Source: server- IP address: 76.113.49.66
-  Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature
2023-11-20 - 1:53:18 AM GMT
-  Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)
2023-11-20 - 4:37:08 PM GMT- IP address: 104.47.64.254



 Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)

Signature Date: 2023-11-20 - 4:37:18 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2023-11-20 - 4:37:18 PM GMT