APN(s): [INSERT]

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

[NAME]
[ADDRESS]
Attn: [NAME]

Notice ASSESSMENT AND ASSESSMENT Lien

Notice is hereby given that the Tract described below (the “Property”) is participating in the Las Vegas Commercial Property Assessed Clean Energy Program, created on [INSERT DATE] by Resolution No. [INSERT NUMBER] (the “Resolution”). That certain Assessment Agreement, between the CITY OF LAS VEGAS (the “Jurisdiction”) and the property owner(s) listed below (“Property Owner”), dated [DATE], is attached hereto as Exhibit A and incorporated herein by this reference (the “Assessment Agreement”). Capitalized terms used herein but not otherwise defined have the meanings ascribed such terms in the Resolution.

|  |  |
| --- | --- |
| THE OWNER(s) OF FEE TITLE TO THE PROPERTY: | [INSERT NAME] |
| THE APPLICANT: | [INSERT NAME] |
| THE ADDRESS OF THE PROPERTY: | [INSERT] |
| LEGAL DESCRIPTION OF THE PROPERTY: | SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT |
| ASSESSOR’S PARCEL NUMBER OF THE PROPERTY: | [INSERT] |
| PRINCIPAL AMOUNT OF FINANCING SECURED HEREBY: | [INSERT] |
| FINANCING TERM: | [INSERT] |
| PAYMENT SCHEDULE FOR ASSESSMENT: | SEE EXHIBIT C TO THE ASSESSMENT AGREEMENT  |
| DATE OF C-PACE LIEN CREATION: | THE DATE OF RECORDING OF THIS NOTICE  |

The Assessment and Assessment Lien noticed hereby shall run with the land and is not subject to acceleration or extinguishment by the sale of any property on account of the nonpayment of general taxes and is prior and superior to all liens, claims, encumbrances and titles other than the liens of assessments and general taxes attached to the Property pursuant to the provisions of NRS 361.450.

Property Owner acknowledges and agrees that this Notice of Assessment and Assessment Lien (this “Notice”) shall be Recorded and may not be modified except by a written agreement of the Capital Provider, Property Owner and the Jurisdiction, which must also be Recorded. Any dispute regarding this notice shall be governed by and construed in accordance with the laws of the State of Nevada, and any legal action with respect thereto must be instituted exclusively in the state and federal courts located within the County of Clark, Nevada. This Notice may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument. In the event of a conflict between this Notice and the Assessment Agreement, the terms and conditions of this Assessment Agreement shall control. [This Notice is not intended to, and shall not be interpreted as, affecting Property Owner’s rights or remedies under NRS 108.234 with regard to notices of non-responsibility or other rights and remedies of Property Owner under NRS Chapter 108 with regard to work prepared at the behest of Property Owner’s tenant for a Qualified Improvement Project.][[1]](#footnote-1) This Notice is subject to the Act and the Resolution in all respects.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGES]

Notice ASSESSMENT AND ASSESSMENT Lien

CITY OF LAS VEGAS

Signature Page

IN WITNESS WHEREOF, the Property Owner and the Jurisdiction have caused this Notice of Assessment and Assessment Lien to be executed in their respective names by their duly authorized representatives, to be effective as of the date of Recordation hereof.

 **“GRANTEE”**

CITY OF LAS VEGAS

 By:

 Carolyn G. Goodman, Mayor

Date of City Council Approval:

Attest:

By:

 LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

By:

 John S. Ridilla Date
 Chief Deputy City Attorney

STATE OF NEVADA )

COUNTY OF CLARK )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022 by Carolyn G. Goodman, as the Mayor of Las Vegas, Nevada.

S

E

A Notary Public

L

[SIGNATURES CONTINUED ON NEXT PAGE]

Notice ASSESSMENT AND ASSESSMENT Lien

PROPERTY OWNER

Signature Page (continued)

 **“PROPERTY OWNER”**

 [PROPERTY OWNER NAME]

 By:

 Printed Name:

 Title:

 Date:

STATE OF NEVADA )

COUNTY OF CLARK )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_\_\_\_

by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

S

E

A Notary Public

L

EXHIBIT A

ASSESSMENT AGREEMENT

[reference Attached]

1. NTD (delete prior to execution): Delete if the Property Owner is the Program Applicant and not its tenant. [↑](#footnote-ref-1)