APN(s): [INSERT]

RECORDING REQUESTED BY

AND WHEN RECORDED

RETURN TO:

[NAME]

[ADDRESS]

Attn: [NAME]

**ASSIGNMENT OF ASSESSMENT AND ASSESSMENT LIEN**

**AND ASSESSMENT AGREEMENT**

This Assignment of ASSESSMENT AND ASSESSMENT LIEN AND ASSESSMENT AGREEMENT (this “Assignment”) is dated as of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by CITY OF HENDERSON, NEVADA (“Assignor”), and [INSERT NAME OF CAPITAL PROVIDER] (“Assignee”).

For value received, Assignor hereby grants, assigns and transfers to Assignee, without recourse or warranty of any kind, express or implied, all of Assignor’s rights in, title to and interest under, that certain Notice of Assessment and Assessment Lien, dated as of [INSERT DATE], made by [INSERT NAME OF PROPERTY OWNER] (“Property Owner”) and Assignor, recorded immediately prior to this instrument in the official records of the County Recorder of Clark County, Nevada (the “Notice”), with respect to that certain real property described on Exhibit A attached hereto and incorporated herein by this reference, together with that certain Assessment Agreement, dated as of [INSERT DATE], between Property Owner and Assignor, which is attached as an exhibit to the Notice, together with the obligations secured by the Notice and all other instruments, documents and certificates executed in connection therewith (collectively, the “C-PACE Lien”). Assignee hereby accepts and assumes all of Assignor’s rights in, title to and interest under the C-PACE Lien, together with the obligations of Assignor secured by the C-PACE Lien.

Consistent with Section \_\_\_\_[[1]](#footnote-1) of the Nevada Revised Statutes (as amended from time-to-time, “NRS”), by accepting this Assignment, Assignee agrees for the benefit of Assignor that Assignee shall be solely responsible for enforcing the obligation of Property Owner to pay the installments described in the Assessment Agreement, including, at Assignee’s election, pursuing a judicial foreclosure of the C-PACE Lien like a mortgage. Assignor shall have no obligation to prosecute such foreclosure on behalf of Assignee, or to otherwise participate in such foreclosure, except to the extent that any action on the part of Assignor or any official of Assignor is required to allow Assignee to prosecute or effectuate the judicial foreclosure like a mortgage or to ratify or confirm any action of Assignee taken in furtherance of the foregoing as contemplated in Resolution No. [INSERT #], adopted by the governing body of Assignor on [INSERT DATE], adopting to Assignor’s Commercial Property Assessed Clean Energy financing program, consistent with NRS 271.6312—6325, inclusive.[[2]](#footnote-2)

[*Signatures appear on following page*]

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

**“ASSIGNOR”**

|  |  |
| --- | --- |
| CITY OF HENDERSON\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RICHARD A. DERRICKCity Manager/CEO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |
| ATTEST:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_JOSE LUIS VALDEZ, CMCCity Clerk | APPROVED AS TO CONTENT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_LISA CORRORADODirector Community Development and Services  |
| APPROVED AS TO FORM:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NICHOLAS G. VASKOVCity Attorney |  |

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_

 This instrument was acknowledged before me on \_\_\_\_\_\_\_\_, 20\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the City of Henderson.

(Seal, if any) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Notarial Officer

[*Signatures continue onto the following page*]

**“ASSIGNEE”**

**[CAPITAL PROVIDER NAME]**

By:

Name:

Its:

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_

 This instrument was acknowledged before me on \_\_\_\_\_\_\_\_, 20\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of [CAPITAL PROVIDER NAME].

(Seal, if any) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Notarial Officer

EXHIBIT A

LEGAL DESCRIPTION

(Attached)

1. Replace with NRS section once codified from SB 283 Sections 11(5)—(6). [↑](#footnote-ref-1)
2. Update with NRS reference once codified. [↑](#footnote-ref-2)