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 City of Henderson 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 Henderson (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 Clark County, 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.

[*Signatures appear on the following pages*]

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 HENDERSON  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RICHARD A. DERRICK  City Manager/CEO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |
| ATTEST:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  JOSE LUIS VALDEZ, CMC  City Clerk | APPROVED AS TO CONTENT:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  LISA CORRORADO  Director Community Development and Services |
| APPROVED AS TO FORM:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NICHOLAS G. VASKOV  City 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 following page*]

**PROPERTY OWNER:**

**[PROPERTY OWNER NAME]**

By:

Name:

Its:

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

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

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

as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of [PROPERTY OWNER NAME].

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

Signature of Notarial Officer

EXHIBIT A

ASSESSMENT AGREEMENT

(Attached)

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