

## EXAMPLE C-PACER PROGRAM FORMS TO BE DEVELOPED FOR DAVIDSON COUNTY

The following resources are examples of forms and supporting documentation that would be developed for Davidson County's C-PACER program. These example forms were developed based on documentation and program structure from local C-PACE programs across the country.

<b>APPLICATION INFORMATION</b>	<b>APPLICANT-PROVIDED INFORMATION</b>	<b>ACCEPTED DOCUMENTATION</b>	<b>VERIFIED / NOTES</b>
<b>PROPERTY ADDRESS</b>		DEED TITLE INSURANCE REPORT ASSESSOR OFFICIAL RECORD  The address must be within the County.	
<b>PROPERTY OWNER:</b>	Legal name(s) of Owner(s) (LIST ALL):  Name of contact person:  Phone number:  Email address:	DEED TITLE INSURANCE REPORT All names must match exactly what is on the Title Insurance Report and Assessor Official Record  If the name(s) is different:  Certified copy of personal/corporate name change; Certified copy of merger/sale document reflecting name change; Certified copy of Power of Attorney	
<b>QUALIFYING PROPERTY</b>	is this Property: ____ commercial ____ agricultural ____ industrial ____ multi-family of 5+ units	ASSESSOR / TREASURER OFFICIAL RECORDS APPRAISAL ZONING REPORT GROUND LEASE (if applicable)	

<b>QUALIFYING OWNER</b>	<p>Is property owned by a</p> <p><input type="checkbox"/> limited liability company</p> <p><input type="checkbox"/> general or limited partnership</p> <p><input type="checkbox"/> corporation</p> <p><input type="checkbox"/> individual/Sole proprietorship</p> <p><input type="checkbox"/> trust</p>	<p>If property is held by a limited liability company, general or limited partnership or a corporation, the applicant should include a copy of the certificate of formation, organization, incorporation or similar document and a good standing certificate/certificate of existence from the state or organization and, if not organized in Tennessee, a certificate of registration to conduct business in Tennessee as a foreign entity.</p> <p>If a trust, a copy of the trust agreement or a trustees' certificate.</p> <p>If an individual, a copy of a valid driver's license.</p> <p>If the application is to be signed by a party other than the applicant, then, in addition to the foregoing, a power of attorney or corporate resolution authorizing said party.</p>	
<b>CAPITAL PROVIDER</b>	<p>Legal Name:</p> <p>Name of contact person:</p> <p>Phone number:</p> <p>Email address:</p>		

<p><b>QUALIFYING IMPROVEMENT CERTIFICATION (Existing Building)</b></p>	<p>The improvement sought are (check all that apply):  <input type="checkbox"/> Energy efficient  <input type="checkbox"/> Water efficient  <input type="checkbox"/> Renewable Energy  <input type="checkbox"/> Lead Reduction, water</p> <p>If Resiliency, specify type:  <input type="checkbox"/> flood mitigation  <input type="checkbox"/> stormwater management  <input type="checkbox"/> other (please specify in an attachment)</p> <p>The improvements sought are for:  <input type="checkbox"/> existing building  <input type="checkbox"/> new construction</p> <p>Attach description of improvements and certifications for improvements sought, including documentation of the appropriate license/qualifications required by the Guidebook.</p>	<p>Original and copy of:   Energy, Water &amp; Resilience Compliance Certificate that is complete, signed, with accompanying documentation.</p>	
<p><b>QUALIFYING IMPROVEMENT CERTIFICATION (New Construction)</b></p>	<p>The improvement sought are (check all that apply):  <input type="checkbox"/> Energy efficient  <input type="checkbox"/> Water efficient  <input type="checkbox"/> Renewable Energy</p> <p>If Resiliency, specify type:  <input type="checkbox"/> flood mitigation  <input type="checkbox"/> stormwater management</p>	<p>Original and copy of:   Energy, Water &amp; Resilience Compliance Certificate that is complete, signed, with accompanying documentation required by the Certificate.</p>	

	<p>___ other (please specify in an attachment)</p> <p>The improvements sought are for:  _____ existing building  _____ new construction</p> <p>Attach description of improvements and certifications for improvements sought, including documentation of the appropriate license/qualifications required by the Guidebook.</p>		
<b>ECONOMIC BENEFIT CERTIFICATION</b>	The economic benefits of the proposed Qualified Improvements exceed the costs of the proposed assessment.	Original and copy of:  Economic Benefits Compliance Certificate that is complete and signed.	
<b>LIENHOLDER CONSENT</b>	<p>CONSENT(s)</p> <p>___ attached  ___ delivered at close</p>	<p>Applicant should submit the Lienholder Consent Form (must be substantially the same as the Model form)</p> <ul style="list-style-type: none"> <li>• The form must be signed and notarized in appropriate places</li> </ul> <p>Cross-check list of Lienholders from Title Report with Written Consents provided by Capital Provider.</p>	

IF CONSENT WILL BE EXECUTED AT CLOSING, CONDITIONAL APPROVAL IS GIVEN.

IF CONSENTS ARE DELIVERED AT CLOSING, APPLICANT MUST HOLD COUNTY-EXECUTED CLOSING DOCUMENTS IN ESCROW UNTIL CONSENTS ARE OBTAINED. AT DISCRETION OF THIS OFFICE, THIS APPLICATION MAY BE AMENDED AND RETURNED WITH COPIES OF CONSENTS ATTACHED.



**BY SIGNATURE BELOW, THE APPLICANTS (THE PROPERTY OWNER AND CAPITAL PROVIDER) AFFIRM THAT THE INFORMATION AND DOCUMENTATION ARE TRUE AND CORRECT TO THE BEST OF THEIR ABILITY AND THAT THE APPLICANTS HAVE READ THE DISCLOSURES AND DISCLAIMERS ATTACHED TO THIS APPLICATION AND UNDERSTAND THE RISKS OF PARTICIPATING IN THE C-PACER PROGRAM; FURTHER, THAT THE APPLICANTS AFFIRM THAT NEITHER THE COUNTY, ITS GOVERNING BODY, EXECUTIVES, NOR EMPLOYEES ARE PERSONALLY LIABLE AS A RESULT OF EXERCISING ANY RIGHTS OR RESPONSIBILITIES GRANTED UNDER THIS PROGRAM.**

**APPLICATION FORM SIGNED AND DATED**

ON BEHALF OF PROPERTY OWNER: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

ON BEHALF OF CAPITAL PROVIDER: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

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**TO BE COMPLETED BY AUTHORIZED COUNTY OFFICIAL**

APPLICATION: \_\_\_\_\_ APPROVED \_\_\_\_\_ CONDITIONALLY APPROVED \_\_\_\_\_ DENIED

ON BEHALF OF COUNTY: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

## DISCLOSURES & DISCLAIMERS



**Assessment Agreement for C-PACER Financing**

**COUNTY OF [REDACTED], TENNESSEE**

**COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY AND RESILIENCY  
(C-PACER) PROGRAM**

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# Assessment Agreement for C-PACER Financing

[Name] County, Tennessee

This ASSESSMENT AGREEMENT for C-PACER FINANCING (this "**Agreement**") is made and entered into as of this [ ] day of [ ], 20xx , (the "**Effective Date**") by and between the County of [ ], Tennessee (the "**County**"), [PROGRAM ADMINISTRATOR] (the "**Department**"), [CAPITAL PROVIDER], a [STATE] [ENTITY TYPE] (together with its successors and assigns, "Capital Provider") and [ ], the record owner(s) (the "**Property Owner**") of the fee title to the real property identified on Exhibit A (the "**Property**").

## RECITALS

**WHEREAS**, the County has, on [ ] established the Commercial Property Assessed Clean Energy and Resiliency Program (the "**Program**") through the adoption of Ordinance No. [ ] ("**County Ordinance**") to allow the financing of certain renewable energy, energy and water efficiency, and resiliency improvements ("**Qualified Improvements**"), through the levy of contractual assessments pursuant to Tenn. Code Ann. §§ 68-205-101 et seq. (as may be amended from time to time, the "**C-PACER Act**"); and

**WHEREAS**, in the County Ordinance, the County designated the Department as the Program Administrator as such term is defined in the County Ordinance; and

**WHEREAS**, the purpose and method of approval of C-PACER financing under the Program are described in the Program Guidebook established by the Program Administrator, as the same may be amended from time to time prior to the Effective Date of this Agreement (the "**Program Guidebook**"); and

**WHEREAS**, the Property is located in the boundaries of the County and the County has consented to owners of eligible properties within its jurisdiction participating in the Program; and

**WHEREAS**, the Property Owner has submitted application materials including a description of the Qualified Improvements that will be acquired, constructed on and/or installed on the Property; and

**WHEREAS**, the County through the Program Administrator, has reviewed such application materials to assess compliance with the C-PACER Act, the County Ordinance, and Program Guidebook, and the County has determined that the project proposed by the Property Owner complies with such criteria and is approved for participation in the Program (the "**Approved Project**"); and

**WHEREAS**, the Approved Project is to be financed pursuant to a financing agreement between the Property Owner (the "**Financing Agreement**") and the Capital Provider and under which the Property Owner agrees to repay such Capital Provider; and

**WHEREAS**, pursuant to the C-Pacer Act, the County and the Property Owner must enter into an agreement whereby the Property Owner voluntarily consents to have an assessment levied and a lien placed on the Property in exchange for receiving and repaying C-PACER financing; and

**WHEREAS**, it is a condition to closing of the Financing Agreement that the Property Owner and the County enter into this Agreement; and

**WHEREAS**, the Property Owner voluntarily and willingly agrees to have an assessment levied on

the Property and to enter into this Agreement in order to finance the installation on the Property of the Qualified Improvements contemplated as part of the Approved Project, all on the terms set forth in the Financing Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and the covenants and agreements hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Property Owner, the Capital Provider and the County formally covenant and agree as follows, with the intent to bind themselves and their respective successors and assigns:

## **AGREEMENT**

**Section 1.** Purpose. The Property Owner, Capital Provider and the County are entering into this Agreement for the purpose of subjecting the Property to a C-PACER assessment to finance or refinance the purchase, installation, or construction of the Qualified Improvements identified on Exhibit B on the Property.

**Section 2.** The Property. This Agreement relates to the real property identified in Exhibit A. The Property Owner has supplied to the County and Capital Provider current evidence of its ownership of fee title or an estate for years created pursuant to a written ground lease agreement or similar agreement to the Property and possesses all legal authority necessary to execute and deliver this Agreement.

**Section 3.** Assessment and Lien.

(a) The Property Owner agrees that upon the execution and delivery of this Agreement by the parties, the Property Owner voluntarily and willingly consents to the placement of an assessment levied against the Property by the County pursuant to this Agreement and applicable law in the principal amount of \$[REDACTED], together with all interest, penalties, and fees as described in the Financing Agreement (the “**Assessment**”). Upon execution and delivery of this Agreement, the County will execute and cause to be recorded in the office of the Register of Deeds for the County, together with a copy of this Agreement, pursuant to Tenn. Code Ann. § 68-205-109, the Notice of Assessment Interest and C-PACER Lien (“**Notice of Assessment**”), substantially in the form of Exhibit C. The recording of the Notice of Assessment will cause the Assessment to attach as a lien upon the Property for the benefit of the County (the “**C-PACER Lien**”) and provide record notice to third parties of the existence of the C-PACER Lien.

(b) The execution and delivery of this Agreement by the parties authorizes and effectuates the levy of the Assessment by the County against the Property without any further action required by the parties.

(c) The Property Owner hereby promises to pay the Assessment for a period of [REDACTED] years on the due dates set forth in Exhibit D hereto (the “**Assessment Schedule**”). The Property Owner agrees, as provided in the Financing Agreement, to pay the amount due in installments according to the Assessment Schedule (each, an “**Assessment Installment**”), each such Assessment Installment to be paid by the Property Owner by its due date in order to avoid delinquencies and the accrual of interest and related penalties.

(d) The Assessment shall be secured by the C-PACER Lien until paid in full. Failure to pay any Assessment Installment, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing on the amounts due on the terms and provisions of the Financing Agreement. In addition, under those circumstances, the C-PACER Lien may be subject to a tax sale in the manner specified in Section 4, below.

(e) The Property Owner hereby certifies to the County and Capital Provider that

(i) The amount of the Assessment plus any existing indebtedness on the property does not exceed ninety percent (90%) of the fair market value of the property, including any existing indebtedness on the property as determined by a qualified appraiser in the report, with the exception that properties qualified under the federal low-income housing tax credit program set forth in 26 U.S.C. § 42 are exempt from this requirement; and

(ii) the amount of the Assessment does not exceed twenty-five percent (25%) of the fair market value of the property as determined by a qualified appraiser.

**Section 4.**      **Collection of Assessment; Assignment of Rights; Tax Sale.**

(a) The Assessment Installments shall be collected in the manner specified in the Ordinance.

(b) The County hereby irrevocably assigns its right to receive all installments of the Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Assessment Schedule or upon prepayment of the Assessment in whole or in part in, and any and all sums collected pursuant to foreclosure and enforcement, together with all payments of interest due and payable, including penalty interest if delinquent, to the Capital Provider, its successors or assigns. The Parties hereby acknowledge and agree that an overdue Assessment Installment will be collected by the County in the same manner that the collection of delinquent real property taxes, irrespective of whether real property taxes (or any other taxes, charges, or assessments) are due and owing at the time.

**Section 5.**      **Term; Agreement Runs with the Land.**

(a) Except as otherwise set forth in this Agreement, this Agreement shall terminate upon the final payment or prepayment of the Assessment. Following such termination, the County shall cause to be executed, delivered, and/or recorded such instruments as are necessary in order to release the C-PACER Lien. The C-PACER Lien placed pursuant to this Agreement establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land.

(b) The balance of the C-PACER Lien that has not yet become due is not accelerated or eliminated by a tax sale based upon the C-PACER Lien or any lien for taxes imposed by the state, a local government, or junior taxing district against the Property.

(c) In the event the Property is subdivided while any portion of the Assessment remains unpaid, the Assessment will be assigned to each of the newly created parcels on the basis of [relative valuation] at the time of the subdivision, unless the Financing Agreement provides that the Assessment should be allocated in an alternate manner.

**Section 6.**      **Assessment Billing, Collection and Disbursement to Capital Provider.**

(a) In General. The County agrees to collect the Assessment Installments pursuant to Section 4 hereof and forward payments received to the Department, its successors, or its permitted assignees, for further payment to the Capital Provider, no later than [30 days] after receipt of the amounts. The Department agrees to forward all such payments to the Capital Provider promptly and, in any event, within [7 days] of the Department's receipt. In the event the Department ceases to act as the Program Administrator and there is no successor Program

Administrator, the County hereby agrees to forward the payments to the Capital Provider within [30 days] after receipt of said payments.

(b) Delinquencies. Funds collected by the County pursuant to Section 4(b) for the payment of the overdue Assessment Installment from a tax sale with respect to the Property, including any penalties and interest and the costs and fees incident to the collection thereof, shall be paid to the Department, its successors, or its permitted assignees no later than [thirty (30)] days after receipt of the amounts, provided that any sale proceeds in excess of the amount of the overdue Assessment Installment will be distributed by the County in accordance with applicable law. The Department agrees to forward all such payments, less its costs of performing the tax sale that the Department is permitted to retain in accordance with the C-PACER Act, to the Capital Provider promptly and, in any event, within [7 days] of the Department's receipt. In the event the Department ceases to act as the Program Administrator and there is no successor Program Administrator, the County hereby agrees to remit all funds it collects for the payment of the Assessment from a tax sale with respect to the Property, including any penalties and interest, to Capital Provider no later than [thirty (30)] days after receipt of said funds, provided that any sale proceeds in excess of the amount of the overdue Assessment Installment will be distributed by the County in accordance with applicable law.

**Section 7.** Recordation of Documents. The County shall cause to be recorded, or will delegate to the Capital Provider to record, in the office of the County Register of Deeds the Notice of Assessment, which includes this Agreement as an attachment, and such other documents that are attached as Exhibits to this Agreement.

**Section 8.** Amendment. (a) This Agreement may be modified only by the written agreement of the County, or any successor or assign of the County, the Capital Provider, or any successor or assign of the Capital Provider, and the Property Owner.

(b) The Property Owner agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Agreement.

**Section 9.** Binding Effect; Assignment. This Agreement inures to the benefit of and is binding upon the County, Department, Capital Provider, the Property Owner and their respective successors and assigns; provided, however, that neither the County nor the Department may assign their rights and obligations under this Agreement without the prior written consent of the Capital Provider. The obligation to pay the Assessment set forth in this Agreement is an obligation of the Property and no agreement or action of the Property Owner (other than repayment of the Assessment in full in accordance with the terms of the Financing Agreement) will impair in any way the right to pursue a tax sale with respect to the C-PACER Lien or the right to enforce the collection of the Assessment or any Assessment Installment against the Property. The Capital Provider may assign any or all of its rights arising under this Agreement without the consent of the County, the Property Owner or the Department, provided the Capital Provider provides notice of the assignment to the County, the Property Owner, and the Department.

**Section 10.** No Liability of the County. Pursuant to the C-Pacer Act, so long as the County complies in good faith with the C-Pacer Act, the Ordinance, and the County's obligation to bill, collect and enforce the Assessment under this Agreement, the County shall incur no liability as a result of any provision of this Agreement, nor shall any members of the governing body, employees, board members and executives of the County be personally liable for exercising any rights or responsibilities pursuant to or in furtherance of this Agreement. This provision shall inure only to the County, its governing body,

employees, board members, and executives, and not to the benefit of the County's successors or assigns of this Agreement.

**Section 11. Indemnification.** Property Owner agrees to defend, indemnify and hold the County, its commissioners, employees, agents and contractors harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with this Agreement, the Approved Project, the Assessment and the C-PACER Lien. Property Owner's duty to indemnify the County shall not apply to liability for damages to the extent caused by or resulting from the sole or contributory negligence or willful misconduct of the County, its commissioners, employees, agents or contractors. Property Owner agrees to defend, indemnify and hold the Capital Provider, its directors, officers, employees, agents and representatives harmless hereunder in the same manner provided in the Financing Agreement.

**Section 12. Governing Law; Venue.** This Agreement is governed by and construed in accordance with the laws of the State of Tennessee. Any legal action brought under this Agreement must be instituted in a court of the State of Tennessee located in the County.

**Section 13. Severability.** Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

**Section 14. Counterparts.** This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

*Signatures Appear on Following Page*

**IN WITNESS WHEREOF**, the County and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

**COUNTY:**

**XXXX County, Tennessee**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**DEPARTMENT:**

**[PROGRAM ADMINISTRATOR]**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**PROPERTY OWNER:**

**[PROPERTY OWNER]**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CAPITAL PROVIDER:**

**[CAPITAL PROVIDER]**

By: \_\_\_\_\_  
Its: \_\_\_\_\_



**COUNTY'S ACKNOWLEDGEMENT**

STATE OF TENNESSEE  
COUNTY OF XXXX

Before me, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [her/him]self to be the \_\_\_\_\_ of the \_\_\_\_\_, the within-named bargainer, a county, and that [s/sh]e as such \_\_\_\_\_, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the county by [her/him]self as such \_\_\_\_\_.

WITNESS my hand and seal at office, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

[seal]

**DEPARTMENT'S ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [him/her]self to be \_\_\_\_\_ (office held) of \_\_\_\_\_, the within named bargainer, a [corporation / limited liability company / limited partnership / general partnership], and that [s/h]e as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by signing the name of the [corporation / company / partnership] by him/herself as \_\_\_\_\_.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires: \_\_\_\_\_

**PROPERTY OWNER'S ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [him/her]self to be \_\_\_\_\_ (office held) of \_\_\_\_\_, the within named bargainer, a [corporation / limited liability company / limited partnership / general partnership], and that [s/h]e as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by signing the name of the [corporation / company / partnership] by him/herself as \_\_\_\_\_.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires: \_\_\_\_\_

**CAPITAL PROVIDER'S ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [him/her]self to be \_\_\_\_\_ (office held) of \_\_\_\_\_, the within named bargainer, a [corporation / limited liability company / limited partnership / general partnership], and that [s/h]e as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by signing the name of the [corporation / company / partnership] by him/herself as \_\_\_\_\_.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**PROPERTY LEGAL DESCRIPTION**

[To be inserted]

Being the same property conveyed to the Property Owner pursuant to a deed of record as \_\_\_\_\_ in the office of the Register of Deeds of \_\_\_\_\_ County, Tennessee.

**EXHIBIT B**  
**QUALIFIED IMPROVEMENTS**

[To be inserted]

**EXHIBIT C**  
**FORM OF NOTICE OF ASSESSMENT**

[To be inserted]



INSTRUMENT PREPARED BY AND  
WHEN RECORDED, RETURN TO:

**NOTICE OF ASSESSMENT INTEREST AND C-PACER LIEN**  
Tennessee Code Annotated 68-205-109 Filed in XXXX County

(GRANTEE) XXXX COUNTY

(GRANTOR) [PROPERTY OWNER]

Notice is hereby given that the County, at the request of the property owner named below, is placing a C-PACER Lien pursuant to Tennessee Code Annotated 68-205-109. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	XXXX COUNTY
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACER LIEN ON THE PROPERTY	[INSERT]
3. THE PROPERTY OWNER(S) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACER LIEN	[INSERT]
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACER LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS:	[INSERT]
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	[INSERT]
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACER LIEN	[INSERT]

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACER LIEN	SEE EXHIBIT _ TO THE ASSESSMENT AGREEMENT ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT (ATTACHED)	SEE EXHIBIT A HERETO



**IN WITNESS WHEREOF**, Grantee and Grantor have caused this Notice of Assessment Interest and C-PACER Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

**GRANTEE:**

**XXXX County, Tennessee**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**GRANTOR:**

**[PROPERTY OWNER]**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF XXXX

Before me, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [her/him]self to be the \_\_\_\_\_ of the \_\_\_\_\_, the within-named bargainer, a county, and that [s/sh]e as such \_\_\_\_\_, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the county by [her/him]self as such \_\_\_\_\_.

WITNESS my hand and seal at office, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Development Corporation Expires:

\_\_\_\_\_

[seal]

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [him/her]self to be \_\_\_\_\_ (office held) of \_\_\_\_\_, the within named bargainer, a [corporation / limited liability company / limited partnership / general partnership], and that [s/h]e as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by signing the name of the [corporation / company / partnership] by him/herself as \_\_\_\_\_.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires: \_\_\_\_\_

EXHIBIT A  
ASSESSMENT AGREEMENT

[see attached]

**\_\_\_\_\_ COUNTY C-PACER PROGRAM**  
**CERTIFICATE OF COMPLIANCE**  
**Energy, Water, Renewable Energy, Resilience**

I, the undersigned, hereby certify the following facts and make the following certifications with respect to the project described in the attached Project Application (the "Project") under the \_\_\_\_\_ County Commercial C-PACER Program:

1. I am either a licensed Professional Engineer or an authorized representative of a licensed engineering firm, whose registration number and stamp are shown below, and

If applicable, I am accredited by or belong to a firm with an accreditation from (please denote with a "X" and checkmark):

- Building Energy Assessment Professional (BEAP);
- Building Energy Modeling Professional (BEMP);
- Certified Building Energy Assessment Professional (BEAP) (offered by ASHRAE);
- Certified Energy Auditor (CEA) (offered by Association of Energy Engineers [AEE]);
- Certified Energy Manager (CEM) (offered by AEE);
- Certified FORTIFIED Commercial™ Evaluator (offered by IBHS);
- Certified GeoExchange Designer (CGD);
- Certified High-Performance Building Design Professional (HBDP) (offered by ASHRAE);
- Certified Measurement and Verification Professional (CMVP) (offered by AEE and EfficiencyValuation Organization);
- Investor Confidence Project (ICP) Quality Assurance Assessor;
- Investor Confidence Project (ICP) Project Developer;
- LEED Accredited Professional;
- Licensed Architect;
- Water Quality Association Professional Certification;
- North American Board of Certified Energy Practitioners (NABCEP) (for solar PV only, a design specialist certification is acceptable).

Please provide verification of professional accreditation and recognition

2. The application is for:
  - an existing building
  - new construction
3. Please describe your relationship to the project:
  - I am employed by the project applicant in my professional capacity
  - I am a contracted independent third-party reviewer
5. I reviewed the following information regarding the project (e.g., equipment specifications OR design drawings/modeling OR permit applications OR an ASHRAE Level 1 assessment/energy assessment OR an ASHRAE Level 2 full building model ): Please Describe:  
\_\_\_\_\_
6. The project proposal includes the "Qualified Improvements", as defined in Tenn. Code Ann. § 68-205-102 and the Program Guidebook, and the estimated useful life of each

**\_\_\_\_\_ COUNTY C-PACER PROGRAM**  
**CERTIFICATE OF COMPLIANCE**  
**Energy, Water, Renewable Energy, Resilience**

Qualified Improvement, which are listed in an attachment to this certification. (Please attach)

7. The Qualified Improvements will be permanently affixed to the property.

**IF FOR AN EXISTING BUILDING (check those that apply):**

**I CERTIFY:**

- The proposed Qualified Improvements will result in either the more efficient use or conservation of energy or water, the reduction of greenhouse gas emissions, or the addition of renewable sources of energy or water.
- The proposed Qualified Improvements will result in the reduction of lead in potable water.
- The Qualified Improvements will result in improved resilience, which may include, without limitation, flood mitigation, stormwater management, wildfire and wind resistance, energy storage, and microgrids. If other, specify: \_\_\_\_\_

**IF FOR NEW CONSTRUCTION (check those that apply):**

**I CERTIFY:**

- Each proposed Qualified Improvement or the building as a whole will enable the subject property to exceed the energy efficiency, water efficiency, renewable energy, renewable water, or resilience requirements of the current building code of the county.

Signature: \_\_\_\_\_

**NAME:**

Business name:

Business address:

Business contact email:

Business contact phone:

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**IF APPLICABLE**

License No. \_\_\_\_\_

Stamp: \_\_\_\_\_

ATTACHMENTS (Please attach to Certification)

**\_\_\_\_\_ COUNTY C-PACER PROGRAM**  
**CERTIFICATE OF COMPLIANCE**  
**Economic Benefits**

I, the undersigned, hereby certify the following facts and make the following certifications with respect to the project described in the attached Project Application (the "Project") under the \_\_\_\_\_ County Commercial C-PACER Program:

**I CERTIFY:** The economic benefits of the proposed Qualified Improvements exceed the costs of the proposed assessment.

Signature: \_\_\_\_\_

**NAME:**

**TITLE:**

**MORTGAGE HOLDER CONSENT**

**Date:** \_\_\_\_\_

**Mortgage Holder:**

BANK NAME

BANK ADDRESS

BANK CITY, STATE, ZIP

PHONE NUMBER

**Loan Number(s):** ( \_\_\_\_\_ )

**Property Owner and Mailing Address:**

OWNER NAME

OWNER ADDRESS

OWNER CITY, STATE, ZIP

**Property (as more particularly described in the attached Exhibit A):**

PROPERTY ADDRESS

PROPERTY CITY, STATE, ZIP

**Recording Information:** [Date] and [Book] and [Page] or [Document No.]

This is a Mortgage Holder Consent (this “Consent”) by the undersigned entity (the “Mortgage Holder”) with respect to the above-referenced loan(s) (the “Loan”) secured by the Property.

The Property Owner intends to finance the installation of eligible improvements in an amount of up to \$[INSERT MAX TFA]\* (“Financing”) in order to reduce energy consumption, to reduce water consumption, to increase resiliency, or to install renewable energy systems on the Property by participating in the commercial property assessed clean energy (“C-PACE”) program (“Program”) authorized by the [County/City] in which the Property is located. Pursuant to the Program, the Property Owner agrees to the levying of an assessment (“Lien”) against the Property that will be collected in installments in the same manner as and subject to the same penalties, remedies, and lien priorities as real property taxes. In no circumstances will the amount owing on the assessment be accelerated on account of a payment default or for any other reason, but rather any proceeding to enforce the Lien shall be limited to the collection of the amount then currently due with respect to the assessment, including past-due interest, past-due fees, and costs of collection as permitted under the property assessed clean energy act, state tax code, and contracts with local government governing the Program.

By signing below, Mortgage Holder hereby: (i) acknowledges receipt of timely prior notice of the Financing and Lien, (ii) consents to the Lien in the amount of the Financing; (iii) agrees that the Financing and the Lien will not constitute an event of default or trigger the exercise of any remedies under the loan documents between Mortgage Holder and Property Owner, and (iv) acknowledges that this Consent is being relied on by all parties participating in, lending in or administering the Program.

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\* Includes cost of issuance and capitalized interest. PACE may provide financing for up to 110% of the Financing.





**Exhibit A**  
**(Legal Description)**

**CERTIFICATE OF C-PACER IMPROVEMENTS COMPLETION**

Property Owner: \_\_\_\_\_

Property Address: \_\_\_\_\_

C-PACER application approval date: \_\_\_\_\_

C-PACER financing closing date: \_\_\_\_\_

The undersigned certifies that the work under the above approved C-PACER Application, attached as **Exhibit A** hereto, has been satisfactorily and properly completed and all improvements are operating as intended.

PROPERTY OWNER:

[INSERT ENTITY NAME, IF APPLICABLE]

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Exhibit A**

C-PACER Application

[See Attached]