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 the City of Sparks, 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 the County of Clark, 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 NRS 271.6316(5)-(6), (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. 3410, adopted by the governing body of Assignor on January 9, 2023, adopting to Assignor’s Commercial Property Assessed Clean Energy financing program, consistent with NRS 271.6312—6325, inclusive.[[1]](#footnote-1)

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON FOLLOWING PAGES]

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

 **“ASSIGNOR”**

City of Sparks, Nevada

**[INSERT JURISDICTION SIGNATURE BLOCK]**

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

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

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

as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of [JURISDICTION NAME].

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

 Signature of Notarial Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

 **“ASSIGNEE”**

 [CAPITAL PROVIDER NAME]

 By:

 Printed Name:

 Title:

 Date:

STATE OF NEVADA )

COUNTY OF WASHOE )

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

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

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

S

E

A Notary Public

L

EXHIBIT A

LEGAL DESCRIPTION

[reference Attached]

1. Update with NRS reference once codified. [↑](#footnote-ref-1)