

DAVIDSON COUNTY C-PACER PROGRAM

GROUND LESSOR CONSENT

Date: _____

Lessor:

LESSOR NAME
LESSOR ADDRESS
LESSOR CITY, STATE, ZIP
PHONE NUMBER

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

This is a Ground Lessor Consent (this “Consent”) by the undersigned entity (the “Lessor”) with respect to the above-referenced Property.

The Ground Lessee of the above-referenced Property 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 and resiliency (“C-PACER”) program (“Program”) authorized by the Metropolitan Government of Nashville and Davidson County in which the Property is located. Pursuant to the Program, the Ground Lessee has agreed to the levying of an special assessment and lien (“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. Regardless of ownership, the special assessment and lien shall remain on the property until it has been paid in full. 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, Lessor hereby: (i) acknowledges receipt of timely prior notice of the Financing and Lien, and (ii) acknowledges that this Consent is being relied on by all parties participating in, lending in or administering the Program.

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

The undersigned hereby represents that he/she is authorized to execute and deliver this Consent on behalf of Lessor.

Lessor:

[_____]

By _____(SEAL)

Name _____

Title _____

STATE OF TENNESSEE)
) ss. _____
COUNTY OF DAVIDSON)

On this the __ day of _____, 2021, before me, 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 herself to be _____ of _____, the within named bargainer, a _____, and that she as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the _____ by herself as _____.

[SEAL]

Notary Public
My Commission Expires:

Exhibit A
(Legal Description)