

THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY AND NOT FOR THE PURPOSE OF PROVIDING LEGAL ADVICE. YOU SHOULD CONSULT YOUR ATTORNEY TO OBTAIN ADVICE WITH REGARD TO THE CONTENT, AND USE, OF THIS DOCUMENT.

AFTER RECORDING, RETURN TO:

Attention: _____
P.O. Box _____
_____, AK 99 _____

Commented [A1]: This document is recorded. Return to Program Administrator, who can share recorded copy with relevant parties (capital provider, local government).

**NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT**

RECITALS

A. The Municipal Property Assessed Clean Energy Act, Alaska Statutes 29.55, as amended from time to time (the “PACE Act”), authorizes the governing body of a local government to establish an energy improvement assessment program and designate a region within the local government’s jurisdiction within which the local government may enter into written contracts with record owners of existing privately owned commercial or industrial property to impose assessments on the property to finance the installation or modification of permanent improvements fixed to the property to achieve reduced energy consumption or demand, energy costs, or emissions affecting local air quality, including a product, device, or interacting group of products or devices that use energy technology to generate electricity, provide thermal energy, or regulate temperature. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

B. **[MUNICIPALITY/BOROUGH]** (“Local Government”) has established a program under the PACE Act (the “PACE Program”) pursuant to an ordinance dated _____, adopted by the _____ (the “Ordinance”), and a resolution dated, _____, (the “Resolution,” and together with the Ordinance, “the **[MUNICIPALITY/BOROUGH]** PACE Legislation”). The Local Government is authorized to enter into and enforce the Assessment, Owner Contract and Capital Provider Contract described herein, and has designated the entire territory within the **[MUNICIPALITY/BOROUGH]** as a region (“Region”)

within which the Local Government and the record owner of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner's property pursuant to the PACE Program.

C. [REDACTED] (“**Property Owner**”) is the legal and record owner of the qualified real property, located within the Region at [PROPERTY ADDRESS], [CITY], Alaska and more particularly described in Exhibit A, attached hereto and incorporated herein (the “**Property**”).

D. Property Owner applied to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to reduce energy consumption or demand, and which are or will be fixed to the Property as qualified improvements, as set forth in the PACE Act and PACE Program (the “**Qualified Improvements**”) described in Exhibit B attached hereto. The cost of installation or modification of such Qualified Improvements and all related eligible costs pursuant to the PACE Act and otherwise described in the PACE Program have been determined to be a qualified energy improvement project (the “**Project**”). Property Owner has entered into a written contract (the “**Owner Contract**”) with Local Government pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment on the Property to repay the financing of such Project.

E. The financing of such Project will be provided to Property Owner by [REDACTED] (“**Capital Provider**”), a qualified capital provider selected by Property Owner, pursuant to a written contract executed by Capital Provider and Local Government as required by Section 29.55.105 of the PACE Act and by the PACE Program (the “**Capital Provider Contract**”).

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 29.55.130 of the PACE Act that it has imposed an assessment on the Property in the amount of \$ [REDACTED], as set forth on Exhibit C attached hereto, which together with all interest, fees, penalties, costs and other sums due under, and authorized by, the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the “**Financing Documents**”) is herein referred to as the “**Assessment**”.

Pursuant to Section 29.55.135 of the PACE Act,

1. The Assessment, together with all authorized fees, penalties and interest thereon,
 - (i) is a lien against the Property from the date on which this Notice of Contractual Assessment Lien is filed in the property records of [MUNICIPALITY/BOROUGH] until the financing secured by the Assessment, and all authorized fees, penalties and interest, are paid in full; and
 - (ii) such lien is prior and paramount to all liens except municipal tax liens and special assessments, pursuant to Section 29.55.135 of the PACE Act.

2. The lien created by the Assessment runs with the land, and pursuant to Section 29.55.135 of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of a property tax lien. In the event of a sale or transfer of the Property, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will, without further action by Local Government, be transferred to, and assumed by, the succeeding Property owner.
3. In the event of a default by Property Owner in payment of the Assessment or any installment thereof, the lien created by the Assessment will be enforced by Local Government in the same manner that a property tax lien against real property may be enforced by a local government as provided in AS 29.45.320 – 29.45.470.
4. After this Notice of Contractual Assessment Lien is filed in the property records of [MUNICIPALITY/BOROUGH], the lien created by the Assessment may not be contested on the basis that the improvement is not a "Qualified Improvement" or the project is not a "Project" under the terms of the PACE Act or PACE Program.

EXECUTED on _____, _____.

LOCAL GOVERNMENT:

By:

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF ALASKA

JUDICIAL DISTRICT§

This certifies that on ____ __, 20__, before me, a Notary Public in and for the State of Alaska, personally appeared _____ (signer), to me know to be _____, of the Local Government and acknowledged to me that she/he knew the contents of Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act and duly executed such instrument on behalf of the Local Government.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Notary Public in and for Alaska
My Commission Expires: _____

Commented [A2]: Placeholder for local notary block

EXHIBIT A
PROPERTY DESCRIPTION

{01009820}

EXHIBIT B
QUALIFIED IMPROVEMENTS

{01009820}

