



**JUSTIN BIGGS**  
**KNOX COUNTY TRUSTEE**

400 West Main St, Suite 427,  
Knoxville, TN 37902

**KNOX 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 Knox County in which the Property is located. Pursuant to the Program, the Ground Lessee has agreed to the levying of a 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.

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



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

Lessor:

[ \_\_\_\_\_ ]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF KNOX

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: \_\_\_\_\_



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