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**NOTE TO CLERK:**

**This Document may be recorded as a Deed of Trust**

Prepared By:

[REDACTED]

And After Recording Return To:

[REDACTED]

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**CERTIFICATE OF LEVY AND LIEN OF SPECIAL ASSESSMENT**

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The undersigned [TITLE] of [LENDER NAME] ("Grantee") with an office at [ADDRESS], acting pursuant to authority granted by the County of Arlington, Virginia (the "County"), under the Property Assessed Clean Energy Program established under Section 15.2-958.3 of the Code of Virginia of 1950, as amended (the "Act"), and Chapter 68 of the Arlington County Code (the "Ordinance," and together with the Act, the "PACE Authorization"), HEREBY, ON BEHALF OF THE COUNTY, LEVIES A SPECIAL ASSESSMENT AGAINST AND LIEN UPON certain real property commonly referred to as [ADDRESS] and described more particularly in the attached **Schedule I** (the "Property"), constituting an Eligible Property under the Ordinance, situated in the County and owned on the date hereof in whole or in part by [PROPERTY OWNER/BORROWER NAME] ("Grantor"). Said levy and lien shall secure the repayment of a loan in the amount of [REDACTED] and 00/100 DOLLARS (\$ [REDACTED]), to finance one or more Eligible Improvements under the Ordinance, disbursed pursuant to that certain Financing Agreement between Grantor and Grantee dated as of [DATE], as it may be amended pursuant to the terms thereof (the "Financing Agreement"). This levy and lien are made in accordance with the Financing Agreement and are subject to the terms and conditions of the Financing Agreement and the PACE Authorization. Upon the transfer or conveyance of the Property, each subsequent owner of the Property, by accepting title to the Property, assumes and agrees to perform all of the obligations and covenants set forth herein and in the Financing Agreement and each other document referenced therein, including, without limitation, making the installment payments described below, from and after the date such owner acquires title to the Property. The amount and repayment of said levy and lien are as set forth in the attached **Schedule II**, which shall control in the case of any conflict between such exhibit and the Financing Agreement. In the event that any such installment shall remain unpaid for [##] days after the same shall become due and payable, interest and other charges shall be charged upon the unpaid installment(s) at the lesser of (i) such rate provided for in the Financing Agreement or (ii) the maximum per annum rate permitted under the PACE Authorization and other applicable laws. At such time as the payments of the special assessment have been satisfied and paid in full, Grantee shall file a release of this Certificate in the Land Records of the County.

This Certificate constitutes a certificate of lien and is filed pursuant to the provisions of the PACE Authorization to evidence a lien for the special assessment levied upon the Property for the special benefits conferred upon said Property by the installation of one or more Eligible Improvements. Pursuant to the PACE Authorization, this lien shall have the same priority status as a lien for taxes of the County on real property. This Certificate and the levy and lien set forth herein shall run with the land and shall be binding upon Grantor and its heirs, executors, administrators, successors and assigns.

THE LIEN HEREIN SHALL NOT HAVE PRIORITY OVER ANY PREVIOUSLY RECORDED MORTGAGE OR DEED OF TRUST LIEN UNLESS A WRITTEN SUBORDINATION AGREEMENT IS EXECUTED BY THE HOLDER OF EACH EXISTING MORTGAGE OR DEED OF TRUST LIEN ON THE PROPERTY. EACH SUCH SUBORDINATION AGREEMENT IS ATTACHED HERETO AND MADE PART HEREOF, OR HAS OTHERWISE BEEN PREVIOUSLY RECORDED. By recording this Certificate, Grantee hereby certifies that it has received evidence from Grantor that: (i) Grantor is current on payments on all loans secured by a mortgage or deed of trust lien on the Property, (ii) Grantor is not insolvent or subject to bankruptcy proceedings, and (iii) Grantor's title to the Property is not in dispute.

[Continues on following pages]

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IN WITNESS WHEREOF, Grantee has executed this instrument through authority granted under the Ordinance to Grantee solely for purposes of recording this levy and lien under seal as of the date first written on page 1 hereof.

**GRANTEE:**

[Lender Name]

By: \_\_\_\_\_  
[Name and Title]

COMMONWEALTH OF VIRGINIA

COUNTY OF ARLINGTON

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ in the above instrument, and that s/he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

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

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

IN WITNESS WHEREOF, Grantor has executed this instrument under seal as of the date first written on page 1 hereof.

**GRANTOR:**

[Name of Property Owner]

By: \_\_\_\_\_  
  
[Name and Title]

COMMONWEALTH OF VIRGINIA

COUNTY OF ARLINGTON

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ in the above instrument, and that s/he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

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

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

**SCHEDULE I DESCRIPTION**  
**OF PROPERTY**

**SCHEDULE II SPECIAL ASSESSMENT**