

Note: This sample “Memorandum of Lease” (which may also be called “Notice of Lease” or “Short Form Lease”) is designed to be recorded as required by Section 14.12 of the Model CLT Ground Lease.

MEMORANDUM OF GROUND LEASE

Between Mary Doe and Hometown CLT

This Memorandum Of Ground Lease (the “Memorandum”) is made and entered into this ____ day of _____, by and between Mary Doe, whose address is _____ (the “Homeowner”) and Hometown CLT, with offices at _____ (the “CLT”).

WITNESSETH:

Hometown CLT is the owner of certain real property located in _____ County, in the state of _____, known as _____, (the “Leased Land”), more particularly described as follows:

(legal description)

Mary Doe is the owner of the house and other improvements (the “Home”) located on the Leased Land and purchased the Home subject to the terms of an unrecorded Ground Lease (the “Lease”) between Hometown CLT as the lessor and Mary Doe as the lessee, which Ground Lease is dated _____.

The provisions of the Lease include the following.

- The Lease commences on _____ and terminates on _____. The Lease is subject to a renewal for an additional period of 99 years.
- The Lease prohibits Homeowner from mortgaging the Home and Homeowner’s interest in the Leased Land without the consent of the CLT.
- The Lease requires that, in the event the Homeowner intends to sell the Home, Homeowner shall notify the CLT of such intent; and that, thereupon, the CLT shall have the option to purchase the Home on the terms and conditions contained in the Lease. The Home may not be conveyed to a third party without compliance with the terms of the Lease.
- The Lease stipulates that the Homeowner’s interest in the Leased Land shall not be assigned or subleased without the prior written consent of the CLT.

- The Lease requires that the Leased Land be used only for residential purposes. Any additions or alterations to the Home must comply with the terms of the Lease.
- No liens for services, labor, or materials shall attach to the CLT's title to the Leased Land.
- The Lease requires the Homeowner to make certain monthly payments.
- The Lease requires that this Memorandum of Ground Lease be recorded in the records of _____ County, _____.

This Memorandum is executed pursuant to the provisions contained in the Lease and is not intended to vary the terms and conditions of the Lease, but is intended only to give notice of such Lease and the provisions thereof.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Ground Lease.

HOMEOWNER:

CLT:

(notarize signatures)