

Note: this sample represents one of a number of possible ways in which a CLT can formally assign its purchase option to a prospective buyer. The conditions stated in the assignment document (here “a,” “b,” “c,” and “d”) will vary depending on what conditions have already been met or are otherwise covered. As noted in Chapter 22, “CLT Real Estate Transactions,” when the CLT is a party to a three-way contract along with the seller and buyer of the Improvements, the assignment of the purchase option to the buyer may be handled as part of that contract and no separate assignment document may be necessary. If the purchase option is not formally assigned until the closing of the transaction, the assignment document can be a very simple one, since all conditions would be conditions of the closing itself and would not need to be separately stated.

ASSIGNMENT OF PURCHASE OPTION

Hometown Community Land Trust (“the CLT”) of 00 Main Street, Hometown, __, 00000,

as present holder of an option to purchase the improvements (the “Home”) located at _____ from Mary Doe, present owner of the Home, which option to purchase (the “Purchase Option”) is stated in Article 10 of a ground lease executed on the __th day of _____, 20__, by Hometown Community Land Trust and Mary Doe (the “Ground Lease”),

hereby assigns the Purchase Option to

_____ (“Assignee”) to be exercised by Assignee on the terms and conditions stated in the Ground Lease provided that Assignee:

- a) shall satisfactorily demonstrate that s/he is an Income-Qualified Person (as defined in the Ground Lease) at the time when s/he will complete the purchase of the Improvements;
- b) shall pay to the CLT an assignment fee [or “transaction fee”] of \$_____, and shall make or provide for all other payments necessary to complete the purchase of the Improvements
- c) shall present signed Letters of Acceptance [or “Stipulation] and Attorney’s Acknowledgement similar to those attached to the Ground Lease;
- d) shall, simultaneously with the purchase of the Improvements, accept an assignment of the Ground Lease* or enter into a new ground lease with the CLT substantially the same as the Ground Lease.

By: _____

(authorized CLT representative)

(date)

For: Hometown Community Land Trust

**Note: If the ground lease is based on the 2011 NCLTN Model Lease, the phrase “accept an assignment of the Ground Lease” should be omitted, since the 2011 version of the model requires that a new lease be issued.*