

**Hometown Arbor Gate, LLC.**  
**Assignment of Land Lease**

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**THIS ASSIGNMENT AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and effective \_\_\_\_\_, 20\_\_\_\_ by and among Hometown Arbor Gate, L.L.C., a Delaware Limited Liability Company, with offices located at 59 Springhouse Drive, Myerstown, PA 17067 (“Lessor”)

AND

with an address of \_\_\_\_\_ (“Assignor”).

And

with an address of \_\_\_\_\_ (“Assignee”)

**BACKGROUND**

A. Lessor and Assignor are parties to an *original* Land lease dated \_\_\_\_\_, as amended, (the “Land lease”). The leased property is:

**ALL THAT CERTAIN** lot or tract of land, being **Lot No.** \_\_\_\_\_ as shown on a final Subdivision/Land Development Plan prepared by Rettew Associates and recorded on or about \_\_\_\_\_ in the Office of the Recorder of Deeds in and for Lebanon County, PA in Plan Book \_\_\_\_\_, Page \_\_\_\_\_, which lot is situate in the **Township of Jackson**, County of Lebanon, and Commonwealth of Pennsylvania, being more fully bounded and described in Exhibit "A" attached hereto, and made a part hereof.

B. Assignor is the owner of the Air Space Estate related to **Lot No.** \_\_\_\_\_ as more specifically established in a Deed dated \_\_\_\_\_, and recorded in the Office of the Recorder of Deeds in and for Lebanon County, Pennsylvania on \_\_\_\_\_, in Record Book \_\_\_\_\_, Page \_\_\_\_\_, and is the Lessee in the aforesaid Land Lease dated \_\_\_\_\_, a **Memorandum** of which was recorded in the Office of the Recorder of Deeds in and for Lebanon County, Pennsylvania on \_\_\_\_\_, in Record Book \_\_\_\_\_, Page \_\_\_\_\_.

C. Assignor, by a deed even dated with this Assignment, has conveyed the Air Space Estate to Assignee, subject to execution and recording of this Assignment of Land Lease.

**NOW THEREFORE**, in consideration of the parties' mutual promises and intending to be legally bound, Assignor transfers and assigns all right, title, interest and obligations in the Land Lease to Assignee. Assignee accepts this Assignment and covenants to perform fully obligations of Lessee under the terms of the Land Lease. **Lessor consents to this assignment and reserves all rights of Lessor under the Land Lease, including the limited right to increase rent after this Assignment in accordance with paragraph 4, 4A and 12 of the Land Lease.**

**LESSOR: HOMETOWN ARBOR GATE, LLC**

By: \_\_\_\_\_  
Name  
Community Manager

**ASSIGNOR:**

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

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

**ASSIGNEE:**

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

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





**COMMONWEALTH OF PENNSYLVANIA** :

: **SS.**

**COUNTY OF LEBANON** :

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself/themselves to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

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

**EXHIBIT "A"**

**Legal Description**