



## Lot Reservation Agreement

This Lot Reservation Agreement dated \_\_\_\_\_, by and between CreekSong LLC (hereinafter referred to as Seller) and \_\_\_\_\_ (hereinafter referred to as Buyer), whose current mailing address is \_\_\_\_\_, for lot# \_\_\_\_\_ within the 70 acre tract of real estate located on State Route 48 in Lebanon, OH, Warren County, referred to as CreekSong of Meadow Lane Farm.

- The real estate is a residential planned unit development (PUD) for single family residences only; and
- Seller is currently subdividing the land into 52 individual lots, for purchase; and
- Purchaser is entering into the right to reserve a lot, for a certain period of time, while due diligence can occur, before formalizing a decision to purchase the available lot.

In consideration of the mutual promises, covenants contained herein, all parties agree to the following terms:

- Upon payment of the Reservation Deposit by the Purchaser to the Seller, Purchaser is granted 30 days from the date of payment for which the Purchaser can decide whether or not to proceed with a formal agreement to purchase the lot.
- In exchange for the Purchaser's right to reserve a lot for the 30 day period, the Purchaser agrees to deposit the amount of \$1000 (One Thousand) with the Seller, before proceeding with the following:
  - CHOICE TO PROCEED: If the Purchaser notifies the Seller of their decision to follow through with a formal agreement to purchase, then Seller shall apply the deposited amount to the Purchase Price for the lot.
  - CHOICE TO DECLINE: Should the Purchaser decline to move forward with a formal Purchase of the lot, and the Seller is notified within the 30 day reservation period, the Seller shall refund the deposit in full to the Purchaser, the reservation will be terminated and there will be no further obligation to one another.
  - FAILURE TO NOTIFY: If the Purchaser fails to notify the Seller of their intent to proceed with a Purchase agreement within the reservation period, the Purchaser's right of reservation is terminated and the Seller may retain the deposit in full.

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Seller Signature  
*Mike Williams, CreekSong LLC*

\_\_\_\_\_  
Purchaser Printed Name

*All notices required to be given under the terms of this Agreement shall be in writing and shall be deemed given on the date of the postmark if mailed by certified U.S. mail, return receipt requested, to the appropriate parties at the address set forth above, or to such other address as any party may specify by notice delivered in accordance herewith.*

## Deposit Receipt

In order for this agreement to take effect, Buyer must mail or deliver a deposit check in the amount of \$1000, payable to CreekSong LLC, to:

CreekSong LLC  
4234 Mason Pointe Dr. Suite 100,  
Mason, OH 45040