

# LOT RESERVATION AGREEMENT

Magnolia Ranch, LLC (“Developer”), hereby acknowledges receipt of the sum of Five Hundred and 00/100 dollars (\$500.00) (“Deposit”) from \_\_\_\_\_, who resides at \_\_\_\_\_, (“Buyer”), in the form of a Deposit, for the purpose of reserving the right to purchase a lot in Magnolia Ranch subdivision (“Magnolia Ranch”), which is currently under development and located south of Highway 105, east of Page Drive, and west of 4<sup>th</sup> Street in Orangefield, Orange County, Texas.

In consideration of receipt of the Deposit, Developer shall reserve for purchase by Buyer the following: Lot \_\_\_\_\_, Block \_\_\_\_\_ (“the Lot”), as generally depicted on the concept plan of Magnolia Ranch as shown in Exhibit A: Concept Plan, at a purchase price of \_\_\_\_\_ (\$ \_\_\_\_\_) (“Lot Purchase Price”).

The Deposit shall reserve the Lot for a period of thirty (30) calendar days after the Preliminary Plat is accepted by the County or until earlier refunded at Buyer’s request (the “Reservation Period”).

Buyer acknowledges, understands and agrees to the following:

1. Buyer shall have thirty (30) calendar days (or until an earlier request in writing is made for the return of the Deposit) following acceptance of the Preliminary Plat to elect to purchase the Lot and to enter into a formal Purchase Agreement (and deposit the earnest money required thereunder) in Developer’s standard form (“Purchase Agreement”) with respect to the sale and purchase of the Lot.

2. In the event the purchase and sale of the Lot to Buyer is consummated, the Deposit shall be applied in full at closing against payment of the Lot Purchase Price.

3. In the event the Purchase Agreement is not entered into within five (5) calendar days following expiration of the Reservation Period, Developer shall return the Deposit (without interest) to Buyer, after which Developer shall have the right, without further notice to Buyer, to sell the Lot to a third party without any liability to Buyer whatsoever.

4. The Lot is reserved for the sole purpose of construction of a single family home and related improvements thereon for Buyer’s own use and occupancy.

5. Buyer must use a Builder to construct any improvements on the Lot which are first approved by Developer in writing.

6. Conveyance, use and development of the Lot is subject to (i) certain covenants, conditions, and restrictions included on the Plat; (ii) the terms of certain zoning ordinances; (iii) recorded Commitments; and (iv) the terms and provisions of a Declaration of Covenant conditions and restrictions for the Magnolia Ranch community (“Declaration”) to be recorded.

7. During the Reservation Period, Developer shall have the right to continue to show the Lot and otherwise proceed with marketing efforts respecting the Lot subject to Buyer’s rights hereunder.

8. The reservation of the Lot by Buyer hereunder shall be non-assignable by Buyer without Developer’s written consent.

9. Purchaser represents that they are being represented by \_\_\_\_\_, a broker or third party involved in the execution of this Agreement (If none, please write N/A). Buyer, broker and/or third party agree that all will be present at each contract signing and at the scheduled closing of the Lot.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_ day of \_\_\_\_\_, 2015.

MAGNOLIA RANCH, LLC:

BUYER:

By: \_\_\_\_\_  
J. Michael Wray, Manager

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