



LOT RESERVATION FORM

Homestead Milton Partners, LLC (Owner/Developer) and the undersigned prospective purchaser, whether one or more, hereafter called Purchaser, agree as follows:

1. PROJECT: Developer is currently developing a gated 180+/- acre 30 lot single family residential subdivision in Milton, Georgia named The Homestead at Milton.
2. LOT RESERVATION: Purchaser desires to reserve Lot _____ in The Homestead at Milton and Developer agrees to reserve such lot upon the terms and conditions set forth in this Agreement at a purchase price of \$_____. BUYER ACKNOWLEDGES PRICE IS NOT FINAL AND IS SUBJECT TO CHANGE. IF BUYER DOES NOT ACCEPT PRICE CHANGE, IF ANY, BUYER MAY CANCEL THIS AGREEMENT.

The acceptance of this Agreement by the Developer is conditional upon there being no other reservation agreements in effect at the time this Agreement is signed for this particular lot. If there is a prior reservation agreement, signed and dated prior to the subject Agreement, the prior reservation agreement shall prevail and Developer will notify Purchaser. THIS AGREEMENT SHALL NOT BE VALID WITHOUT THE SIGNATURE OF THE DEVELOPER. See paragraph 3(A) for procedures regarding the disbursement of any funds deposited.

3. CONSIDERATION: As consideration for the reservation of the specified lot in the specified subdivision, Purchaser shall deposit with the Escrow Agent at the execution of this Agreement, the sum of \$50,000.00. It is agreed by the parties that this deposit shall be held in Escrow Agent's trust account.

A. If this Agreement is terminated for any reason other than by tender of an Offer to Purchase from Purchaser which is accepted by Developer, the deposit shall be returned to the Purchaser not more than five (5) days after termination.

B. If Purchaser tenders to Developer an Offer to Purchase for the lot which is accepted by Developer, the deposit shall be considered earnest money pursuant to the Offer to Purchase and the disposition of such funds shall be governed thereafter by the terms of the accepted Offer.

4. CONTRACT FOR PURCHASE: After Developer has received all necessary governmental approvals for the specified subdivision and has recorded the final subdivision plat, Developer shall notify Purchaser by certified mail or personal delivery that the lot being reserved under this Agreement is available for purchase and provide its standard form purchase agreement for lots at The Homestead of Milton.

A signature below authorizes the Developer, or its agent, to contact the Purchaser via telephone or email to discuss the purchase of the indicated lot.

Within twenty (20) calendar days after Purchaser's receipt of such notice, Purchaser shall submit to Developer an Offer to Purchase for the subject lot on Developer's standard form agreement, or, in the alternative, a notice of termination of this Agreement pursuant to paragraph 5(A) hereof.

Closing shall occur per any accepted Offer to Purchase. In the event that Purchaser shall fail to tender such an Offer to Purchase or notice of termination within the required time period, Developer may declare this Agreement to be terminated; and in such event, Escrow Agent shall return the deposit to the Purchaser.

5. TERMINATION OF RESERVATION: This Agreement may be terminated as follows:

A. By Purchaser at any time prior to tendering an Offer to Purchase to Developer. Purchaser shall send or deliver to the Developer a notice declaring the termination of this reservation and demanding return of the deposit.

B. By Developer as follows:

(i) Pursuant to paragraph 4 of this Agreement in the event that Purchaser fails to timely tender an Offer to Purchase after notification of the availability of the lot.

(ii) In the event that the Developer is unable to secure all necessary governmental approvals and record the final plat within Three (3) months after the date of this Agreement.

(iii) By Developer at any time prior to accepting an Offer to Purchase on subject lot from the Purchaser. Upon termination by Developer, Developer shall send or deliver to Purchaser a notice of termination of this Agreement together with all escrow funds held on account of Purchaser.

C. Upon tender of an Offer to Purchase as set forth in paragraph 4 of this Agreement and acceptance by Developer, this Agreement shall be deemed to be terminated and it shall have no further force or effect and the Purchaser's deposit shall be treated as set forth in paragraph 3 (B) hereof. Upon any termination of this Agreement, the parties shall have no further liability to each other with respect to this Agreement, except as set forth herein.

6. NOTICES: Notices under this Agreement shall be mailed or delivered to Developer, Purchaser and Listing Agent as follows:

DEVELOPER:

Homestead Milton Partners, LLC
6160 Peachtree Dunwoody Rd. Suite B200, Atlanta Georgia 30328
Tel: (770) 330-3233
ssmith@visiondevpartners.com

PURCHASER(S): _____

Address: _____

Phone: _____ Email: _____

SELLING AGENT NAME: _____

LISTING AGENT:

Berkshire Hathaway Home Services Georgia Properties
New Home Division
JD Kent, REALTOR
Tel: (678) 787-7949
JD.Kent@bhhsgeorgia.com

ESCROW AGENT:

Law Offices of S. Mark Burr
5665 Atlanta Hwy, Suite 102-301
Alpharetta, GA 30004
Tel: (770) 557-5850
mburr@smbpc.com

7. NO ASSIGNMENT: Purchaser shall not assign its rights under this Agreement, and any assignment or attempted assignment shall be void.

THIS AGREEMENT IS NOT VALID WITHOUT THE SIGNATURE OF THE DEVELOPER.

PURCHASER:

Name: _____

(Signature) _____

DATE: _____

DEVELOPER: HOMESTEAD MILTON PARTNERS, LLC

(Signature) _____

DATE: _____

ESCROW AGENT: LAW OFFICES OF S. MARK BURR, P.C.

Name: _____

(Signature) _____

DATE: _____