

**RESERVATION**  
**For a Proposed Lot at**  
***“Mountain Valley Estates”***  
**Reservation Deposit Receipt**

(“Reservation Holder”) hereby delivers to Berkshire Hathaway HomeServices Utah Properties (“BHHS”), as a Reservation Deposit, the amount of \$ \_\_\_\_\_ in the form of Company Check made payable to FIRST AMERICAN TTILE, (the “Escrow Agent”). Upon acceptance of this Reservation (the “Reservation”) by Land Development Solutions, LLC, a Wyoming limited liability company (the “Seller”), BHHS shall deliver the Reservation Deposit to the Escrow Agent and the Reservation Deposit shall be deposited into a non-interest bearing escrow account of the Escrow Agent (the “Trust Account”).

Received by: \_\_\_\_\_ on \_\_\_\_\_ (Date)

Escrow Agent: \_\_\_\_\_ [Title Company] Phone Number \_\_\_\_\_

**Recitals**

**A.** Seller owns certain real estate in Washington County, Utah that Seller intends to plat and develop as Mountain Valley Estates, a subdivision of single-family lots (the “Property”).

**B.** Reservation Holder desires to execute this Reservation for the express purpose of registering Reservation Holder’s interest in purchasing a proposed Lot at the Property, and to induce Seller to offer a selected Lot at the Property to the Reservation Holder for purchase, in the event that Seller is able to plat and record the Property as anticipated, for the price identified in this Reservation.

**Agreement**

**NOW THEREFORE**, in consideration of the Recitals, and the terms and conditions set forth below, the adequacy and sufficiency of which the parties do hereby acknowledge, Seller and Reservation Holder do agree as follows:

- 1. RESERVATION OF INTEREST.** The Reservation Holder hereby agrees to deposit the Reservation Deposit, as described herein, and registers his/her interest in the purchase of proposed Lot #5 on the Property (“the Reserved Lot”), subject to the terms and conditions set forth below. The anticipated purchase price for the Reserved Lot is \$ \_\_\_\_\_

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- 2. THIS RESERVATION IS NOT BINDING, IN ANY WAY, ON EITHER PARTY. YOU ARE NOT ESTABLISHING A LEGAL RIGHT OR CLAIM TO ANY LOT OR PURCHASE PRICE BY SIGNING THIS RESERVATION.** Either party may terminate this Reservation, for any reason or for no reason, by mailing or delivering written notice of cancellation to the other party. Upon receipt of such notification, the Escrow Agent is authorized and directed to return the Reservation Deposit to Reservation Holder within five (5) business days thereof; whereupon Reservation Holder will have no further rights or obligations under this Reservation.

- 3. CONTRACT DEADLINE.** Seller anticipates recordation of the Final Plat for the Property on or

before \_\_\_\_\_; however, that date is not binding upon Seller. Upon recordation of the Final Plat for the Property, Seller intends to provide the Reservation Holder with: 1) a *Notice of Plat Recordation*; 2) a Real Estate Purchase Contract (“REPC”) for the Reserved Lot; and 3) the documents describing the Property and the Reserved Lot (“Seller’s Disclosures”). Upon issuance of the *Notice of Plat Recordation*, the REPC, and the Seller’s Disclosures to the Reservation Holder, the Reservation Holder shall then have fifteen (15) calendar days (the “Contract Deadline”) to execute and return the REPC to BHHS. In the event that the Reservation Holder elects to execute and return the REPC for the Reserved Lot to BHHS by the Contract Deadline and in a form acceptable to Seller, the Escrow Agent is authorized and directed to release the Reservation Deposit to BHHS for deposit by BHHS into its real estate trust account, where the deposited funds shall be treated as Earnest Money subject to the terms of the REPC for the Reserved Lot. If, pursuant to this paragraph, the Escrow Agent is directed to release the Reservation Deposit to BHHS for deposit by BHHS into its real estate trust account, Seller and Reservation Holder jointly and severally agree that Escrow Agent is fully released and discharged from all further obligations under this Reservation.

IF THE RESERVATION HOLDER DOES NOT SIGN AND RETURN THE REPC BY THE CONTRACT DEADLINE, THE RESERVATION HOLDER SHALL BE DEEMED TO HAVE ELECTED NOT TO PURCHASE THE RESERVED LOT; whereupon the Escrow Agent is authorized and directed to return the Reservation Deposit to Reservation Holder and Reservation Holder shall have no further rights or obligations under this Reservation or otherwise.

4. **DISCLOSURE OF AGENCY AND PROCURING CAUSE.** The Seller is represented by Pat Melfi and Kathy Melfi, BHHS agents. Unless the Reservation Holder is represented by some other realtor licensed by the Utah Division of Real Estate at the time of execution of this Reservation, then the BHHS agents identified above shall be deemed to be the procuring cause of the Reservation Holder’s purchase of the Reserved Lot, if such a purchase occurs. If the Reservation Holder is separately represented by another Utah realtor currently, the Reservation Holder identifies that agent as Pat Melfi who is affiliated with Berkshire Hathaway HomeServices, Utah Properties.
5. **NOTICES.** Any notice required under this Reservation may be hand delivered; delivered by any national express mail service (UPS, Federal Express, etc.); delivered by confirmed facsimile; delivered by electronic means (including email) or mailed by registered or certified United States Mail, postage prepaid, return receipt requested, directed to the email, fax number or address of the appropriate party set forth under their respective signatures below or, to such other addresses as may be designated by the parties in writing.
6. **TIME LIMIT; DISPUTES.** If Escrow Agent becomes aware of a dispute between Seller and Reservation Holder or has not received a copy of the written notice of cancellation from Seller and/or Reservation Holder regarding the disbursement of the Reservation Deposit within 180 days after the date of this Reservation, Escrow Agent shall be entitled, at Escrow Agent’s sole and absolute discretion, to (i) refrain from acting until the dispute has been resolved; and/or (ii) file an action in interpleader for the purpose of having the respective rights of the claimants adjudicated and deposit with the court the Reservation Deposit and any documents held hereunder. If an action in interpleader is filed, Escrow Agent is authorized to retain directly from the Reservation Deposit any costs and fees incurred by Escrow Agent arising from such action, including, without limitation, Escrow Agent’s attorneys’ fees and costs. Further, if such an action is filed, Seller and Reservation Holder jointly and severally agree that Escrow Agent is fully released and discharged from all further obligations under this Reservation.

7. **INDEMNIFICATION OF ESCROW AGENT.** Escrow Agent hereby conditionally accepts and agrees to act as depository as set forth in this Reservation. Seller and Reservation Holder agree that Escrow Agent shall have no liability to any party to this Reservation other than to hold and disburse the Reservation Deposit as set forth in this Reservation. Seller and Reservation Holder shall jointly and severally indemnify and hold Escrow Agent harmless against all claims, liability, damages, expenses and attorney's fees which Escrow Agent may incur or sustain in connection with this Reservation

**IN WITNESS WHEREOF**, the undersigned do hereby agree to the terms of this Reservation as evidenced by their signatures below.

DEVELOPER

RESERVATION HOLDER

By:  
Its:

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