

SOUTHEAST BLUFFS

LOT RESERVATION AGREEMENT

This LOT RESERVATION AGREEMENT ("Agreement") is made by and between _____ (Buyer) and Columbia Road LLC. (Sellers Exclusive Representative) this _____ day of _____, 2007.

RECITALS

Buyer intends to reserve a lot in South East Bluffs for possible construction of a residential structure.

AGREEMENT

1. The reservation fee for the lot shall be \$500.00 payable to Coldwell Banker Tomlinson Group, Inc Trust Account. This fee is fully refundable to Buyer upon written request at any time during the term of this agreement. Coldwell Banker Tomlinson Group Inc. acknowledges receipt from the Buyer of the amount of \$500.00 representing lot reservation money. The lot reservation money is a deposit toward the ultimate purchase of a residential structure described as LOT _____ BLOCK _____, South East Bluffs, Boise (city), Ada (county), Idaho said lot being depicted on the copy of the subdivision plat attached hereto as Exhibit A. Coldwell Banker Tomlinson Group agrees to reserve the lot for purchase by an assigned Builder Team Member for the term and on the conditions hereinafter set forth.
2. This reservation will expire in 30 days unless extended in writing by both Buyer and Coldwell Banker Tomlinson Group by and through it's agent Dave Kallas
3. In the event Buyer has not executed a Contract for Purchase of the residential structure within the time limit as provided in paragraph 2 above, this agreement shall terminate, Buyer's deposit shall be returned by Seller to Buyer, and Buyer shall have no further rights hereunder or in or to the lot.
4. Buyer may terminate this agreement (and all rights of Buyer with regard to the Lot reservation) by written notice. In the event of such termination, Buyer's deposit shall be refunded by Seller.
5. Buyer may not sale, transfer or assign this Agreement or Buyers rights herein or hereunder. Neither this Agreement nor any evidence hereof, nor any writing reflecting any claim hereunder shall be filed of record or recorded by Buyer. The only right Buyer has under this agreement is the right, subject to the terms and conditions herein provided, to have the Lot reserved for Buyer during the term thereof.
6. Buyer's reservation money shall not bear interest.
7. Prices subject to change without notice. The current price of the lot is _____.

Seller's Exclusive Representative
Coldwell Banker Tomlinson Group

Buyer

BY: _____

Title

Printed Name

Address

Builder _____
