

Cavanaugh Subdivision No.1
Lot Reservation Agreement
(Multiple Lots)

Cavanaugh Development LLC, an Idaho limited liability company (“Developer”) is now taking reservations for lots in the Cavanaugh Subdivision No. 1, located in Meridian, Ada County, Idaho.

_____ (“Reservor”) has seen the Final Plat map, a copy of which is attached hereto, and is interested in reserving those lots specifically identified on Exhibit A below (“Lots”) for future purchase. Reservor acknowledges that the Final Plat has not been recorded and that the Lots will be subject to restrictive covenants and other easements and agreements affecting use of the Lots, some or all of which have yet to be recorded. Reservor acknowledges that Reservor has no control over or input into any such restrictive covenants or other agreements and that Developer has exclusive discretion as to the form and content of any such restrictive covenants or agreements.

As evidence of good faith interest, Reservor has deposited, for each of the Lots, the sum of \$1,000 (“Reservation Funds”) with Developer to be applied to the purchase price identified on Exhibit A (“Purchase Price”). Reservor acknowledges that in addition to the Purchase Price, there may be additional charges collected at closing for homeowner association assessments, street cleaning and portable toilets, mail box and stand, architectural design review, etc. The Reservation Funds will be held in a non-interest bearing trust account with Land America/Transnation and may be released to Reservor upon the written request of either Developer or Reservor at any time up until the recording of the Final Plat. If the Reservation Funds are released prior to Final Plat recording, then the parties shall have no further obligations or rights under this Reservation Agreement.

At the date of the recordation of the Final Plat, the Reservation Funds shall convert to non-refundable Earnest Money. Reservor agrees to add an additional \$4,000 to the Earnest Money for each of the Lots and enter into a Purchase and Sale Agreement with Developer for the Lots, no later than five (5) days after notification by Developer that the Final Plat has been recorded. Reservor agrees to close on the Lots as follows: _____

Closing on the first _____ (____) Lots shall be no later than twenty five (25) days after the execution of the Purchase and Sale Agreement unless the parties agree to a different closing. All Earnest Money shall be applied to the Purchase Price. In the event Reservor fails to enter into the Purchase and Sale Agreement within five (5) days or any extension thereof agreed to by Developer in writing, this Lot Reservation Agreement shall be of no further force and effect, all Earnest Money shall be released and belong exclusively to Developer, and Reservor shall forfeit any and all rights to the Lots.

The parties’ understanding is that a binding contract for sale may not be made and legally enforced until recording of the Final Plat. Recording of the Final Plat may be impracticable due to changing market conditions, project financing limitations, or on-going changes to the elements of Cavanaugh Subdivision No. 1 due to governmental requirements, governmental action or inaction, construction delays or changes, or other relevant events. The purpose of this Agreement is to allow the parties to reserve prospective building Lots so that Reservor may undertake certain actions in anticipation of Final Plat recording and so that both parties may reduce delays and costs. This Agreement is

not a contract for sale and creates no interest in any real property, and Reservor shall obtain no such interest as owner in equity or otherwise unless and until a separate contract for sale is entered into between the parties.

Any controversy, claim or dispute arising out of or in connection with this Agreement shall be settled solely and exclusively by binding arbitration in Boise, Idaho, conducted in accordance with the rules of the American Arbitration Association.

This Reservation Agreement is not transferable by Reservor without Developer's express written consent.

DEVELOPER

RESERVOR

Cavanaugh Development LLC

By: Kastera Development LLC, its Member

By: _____

Date: _____

Its: _____

Date: _____

EXHIBIT A

LOT NUMBER	BLOCK NUMBER	PURCHASE PRICE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____