

RESERVATION DEPOSIT AGREEMENT

This Reservation Deposit Agreement (“Agreement”) is entered by and between Trail Creek Ventures LLC, (“TCV”) and the undersigned party (“Reserving Party”). This Agreement performs two functions: (i) it acknowledges receipt of your deposit, and (ii) it identifies the conditional terms on which the parties may decide to proceed for the purchase of a lot(s) in the Trail Creek Meadows subdivision (“Development”), following final plat approval by Boise County.

BY EXECUTING THIS AGREEMENT AND MAKING THE DEPOSIT, RESERVING PARTY ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT DOES NOT ESTABLISH A LEGAL RIGHT OR CLAIM TO ANY PARTICULAR LOT NOR DOES IT ESTABLISH A FINAL PURCHASE PRICE FOR THE SAME. ANY PURCHASE WILL REQUIRE AN ACCEPTED PURCHASE AND SALE AGREEMENT AFTER ALL NECESSARY BOISE COUNTY FINAL PLAT APPROVALS.

1 RESERVATION; DEPOSIT.

By depositing the refundable amount of Ten Thousand Dollars (\$10,000.00) (“Deposit”) with Venture Title & Escrow in a TCV designated escrow account in accordance with the escrow terms (attached as Exhibit A), the Reserving Party hereby reserves a conditional, non-assignable right to submit a priority purchase offer on Lot(s) _____ within the Development, on certain price, terms and conditions to be mutually agreed upon in a purchase and sale agreement (“PSA”) following final plat approval.

2 RIGHT TO MAKE FINAL CHANGES.

Preliminary plat approval has been granted for the Development by Boise County (attached as Exhibit B); however additional changes may still be required by Boise County or otherwise made by TCV. Though anticipated on or before June 28, 2024, no guarantee is made as to final plat approval timing.

3 DECISION TO PURCHASE.

When TCV obtains final plat approval for the Development, it will provide Reserving Party with thirty (30) day notice (“Notice Period”) and a proposed PSA for the Development lot(s) referenced in section 1 above. The PSA will be subject to mutual agreement on purchase price, terms and contingencies. During the Notice Period, the parties may agree to either proceed or terminate the proposed transaction. If the parties do not mutually agree upon the PSA terms during the Notice Period or if, for any reason, Reserving Party is no longer interested in the purchase of the lot(s), this Agreement shall terminate as provided below.

4 TERMINATION.

This Agreement may be terminated at any time by either party. In such event the Deposit shall be refunded to Reserving Party per the escrow terms and this Agreement shall be of no further effect.

DEVELOPER:

TRAIL CREEK VENTURES LLC

Derek Cooper, Manager

Dated: _____

RECEIPT OF DEPOSIT ACKNOWLEDGED:

VENTURE TITLE & ESCROW

Name: _____

Email: _____

RESERVING PARTY:

Name: _____

Dated: _____ Email: _____

RESERVING PARTY AGENT INFORMATION:

(mark N/A if not currently working with an agent)

Name: _____

Email: _____