



STATE OF MONTANA  
COUNTY OF CASCADE

**THE RANCHES AT BELT CREEK**  
**RESERVATION AGREEMENT**

THIS RESERVATION AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between Trophy Property Developers, Inc., a Delaware corporation (“Developer”) and \_\_\_\_\_ and \_\_\_\_\_ (“Prospective Purchaser”).

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real estate ranches within The Ranches at Belt Creek Subdivision which it desires to offer for sale only after such ranches have been released by Developer for sale; and

WHEREAS, prior to the offering of such ranches, it is the desire of both parties that Prospective Purchaser be permitted to reserve a ranch and to make a fully refundable escrow deposit to be held by Developer under the following terms and conditions; and

WHEREAS, such ranch is or shall become subject to the Declaration of Covenants, Conditions and Restrictions for The Ranches at belt Creek, which is to be recorded in the Office of the Clerk of the Superior Court of Cascade County, Montana (hereinafter referred to as the "Declaration") together with all amendments to be made to such Declaration to be filed (such amendments herein referred to as the "Amendments"); and

WHEREAS, Prospective Purchaser shall, subject to the terms herein, become a member of the Ranches at belt Creek Owners Association, Inc. (“Association”), if Prospective Purchaser elects to purchase the ranch described herein;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Developer and Prospective Purchaser, Developer and Prospective Purchaser hereby agree as follows:

1. By execution of this Reservation Agreement, Prospective Purchaser hereby reserves the right to purchase ranch number \_\_\_\_\_, in The Ranches at Belt Creek Subdivision located in Cascade County, Montana, for a purchase price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). So long as this Agreement is in effect, Developer agrees that it shall not sell the ranch to any other party.

2. Prospective Purchaser does hereby deposit a reservation fee of two thousand, five hundred \_\_Dollars (\$\_\_2,500.00\_\_) by check made payable to **First American Title**, located at 110 2<sup>nd</sup> St. Great Falls, MT 59401. The receipt of which is acknowledged by First American Title shall be deposited by First American Title in a non-interest bearing account, which reservation fee shall be fully refundable at any time at the option of the Prospective Purchaser, subject to the terms herein set forth.

3. After the ranch has been released by Developer for sale, which shall be at Developer's sole discretion, Developer will provide to Prospective Purchaser the opportunity to purchase the ranch at the purchase price indicated and subject to the conditions of the Contract for Sale by mailing or delivering to Prospective Purchaser: (1) a Contract for Sale, together with the current Information and Community Documents with respect to the ranch; and (2) all other documents as are usually presented by Developer for the sale of a ranch. If Prospective Purchaser elects to purchase the ranch, the Contract for Sale, the Receipt for the Information and Community Documents and all other usual documents will be executed and returned to the Developer, along with the balance of the earnest money set forth within the Contract for Sale within sixty (60) days after Prospective Purchaser has received such materials. Upon receipt of such information by Developer, and upon Developer's acceptance of the Contract for Sale, the Contract for Sale shall become a binding agreement as of the date set forth therein, and the funds deposited under this agreement shall be delivered to Developer and be applied as a credit toward the earnest money set forth within the Contract for Sale.

4. If Prospective Purchaser purchases the Ranch, Prospective Purchaser shall be subject to the Declaration, as amended, and shall become a member of the Association, subject to the rights, duties and obligations of membership upon purchase of the ranch.

5. This Agreement shall continue until such time that it is terminated by Prospective Purchaser or by Developer. Prospective Purchaser may terminate this Agreement, at any time, by providing notification to Developer of its intention to terminate. Developer may terminate this Agreement by: (i.) notification to Prospective Purchaser of Developer's inability to perform, for any reason, whatsoever, in its discretion; or (ii.) notification to Prospective Purchaser of Developer's intention to release the ranch for sale to Prospective Purchaser and Prospective Purchaser's failure to execute the Contract for Sale and corresponding documents for the aforesaid ranch within the number of days set forth in paragraph three (3) above, which Contract for Sale shall evidence therein the purchase price set forth in paragraph one (1) above. This instrument does not convey any interest in property located at The Ranches at Belt Creek subdivision.

5. It is agreed and understood that if Prospective Purchaser does not proceed to execute and return the Contract for Sale and other documents as are usually executed by a purchaser of a ranch within the number of days set forth in paragraph three (3) above, this Reservation Agreement shall be automatically terminated. Upon termination of this Reservation Agreement, for any reason, Prospective Purchaser shall only be entitled to the return of the reservation fee herein set forth, thereby releasing all Parties from this Agreement.

6. This Agreement is a non-binding Reservation Agreement and in no event shall Prospective Purchaser be required to sell the ranch reserved. Prospective Purchaser has the right, but not the obligation, to purchase the ranch. This Agreement is not assignable or transferable by Prospective Purchaser.

7. All notices to Prospective Purchaser or Developer shall be sent by certified mail, return receipt requested, at the address set forth herein or via overnight delivery. In the event any party must give notice under this Agreement, then notice shall be delivered to the addresses as set forth below:

DEVELOPER:

Trophy Property Developers, Inc.  
277 Armington Rd  
Belt, Montana 59412

PROSPECTIVE PURCHASER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Reservation Agreement on the day and year first above written.

*Note: This Agreement is not binding upon the Developer until signed by an authorized representative of the Developer.*

DEVELOPER:

Trophy Property Developers, Inc.,  
A Delaware Corporation

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

PROSPECTIVE PURCHASER:

\_\_\_\_\_  
\_\_\_\_\_