

**THE STATE OF COLORADO HAS NOT PREPARED OR ISSUED THIS DOCUMENT, NOR HAS IT PASSED ON THE MERITS OF THE SUBDIVISION DESCRIBED HEREIN**

**RESERVATION AGREEMENT**

**VALLEY BROOK TOWNHOMES (Units 1-42)**

**(date of form: May 19 2010)**

THIS RESERVATION AGREEMENT (this "Reservation Agreement") is made and entered into the \_\_\_\_\_ (the "Effective Date"), by the Town of Breckenridge (Town) and \_\_\_\_\_ ("Purchaser").

WHEREAS, it is the desired of the parties that Purchaser be permitted to reserve the right to enter into a contract to purchase a specific townhome unit at the Townhomes (defined below), subject to a refundable deposit to be help by Land Title Guarantee of Summit County ("Title Company");

NOW THEREFORE, in consideration of the covenants and conditions contained herein, and for other good valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

1. RESERVATION. Subject to the terms of this Reservation Agreement and in consideration of the sum of \$ \_\_\_\_\_ paid by Purchaser to the Town (the "Reservation Deposit"), Town hereby reserves unto Purchaser the right to purchase Townhome \_\_\_\_\_, also known as \_\_\_\_\_ Tassels Loop, Breckenridge, CO 80424 (the "Unit"), to be a part of the Valley Brook Townhomes (the "Townhomes"). The Purchase Price for Unit of \$ \_\_\_\_\_ shall be honored by Town for the duration of the Reservation Agreement provided the Purchaser has a valid income eligibility approval from the Summit Combined Housing Authority ("Authority"). The Unit and the real property upon which the Townhomes will be developed are more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the "Property").
2. TERMS OF RESERVATION.
  - (a) Purchaser understands, acknowledges and agrees that the Townhomes constitute an affordable housing development and that the Unit is or will be subject to a Residential Housing Restriction and Notice of Lien (the "Deed Restrictions"). The Deep Restrictions establish certain income eligibility and residency requirements for ownership of the Unit, including, without limitation, requirements that Purchaser be a Resident and a Qualified Owner (as such terms are defined in the Deed Restrictions). The Authority has approved Purchaser as a Resident and Qualified Owner and thus eligible to purchase the Unit in accordance with the requirements of the Deed Restrictions. This approval is valid thru October 1, 2011. All terms of the purchase contemplated by this Reservation Agreement will be set forth in the purchase contract (the "Purchase Contract") to be executed by Purchaser and Town.

- (b) The Purchase Contract shall be executed between Purchaser and Town as soon as possible. Until such time as Purchaser and Town have executed a Purchase Contract, the rights of the parties under and with respect to the Unit shall be governed solely by this Reservation Agreement.
3. RESERVATION DEPOSIT. The Reservation Deposit has been made by Purchaser in the form of a check payable to Title Company. Receipt of the Reservation Deposit is hereby acknowledged by Town. The Reservation Deposit will be held in an interest-bearing account and all interest thereon shall inure to the benefit of the Colorado Association of Realtors Housing Opportunity Fund. If Town and Purchaser execute a Purchase Contract, the Reservation Deposit shall be treated the earnest money deposit provided for in the Purchase Contract in accordance with the terms thereof.
4. AUTHORITY AS EXCLUSIVE BROKER. By affixing his/her signature to this Agreement, Purchaser hereby acknowledges and agrees that Authority or an agent specifically authorized by the Authority shall be his/her exclusive representative in the purchase of the Unit from Town, and that neither Town nor Authority has any legal responsibility to recognize the interest or claim of any other real estate broker (other than Authority) or that any such broker has a right to represent Purchaser in any transaction involving the purchase of the Unit.
5. TERMINATION. This Reservation Agreement shall terminate and be of no further force and effect, and the Reservation Deposit, without interest, shall be refunded to Purchaser upon the occurrence of any of the following:
- (a) Prior to the date Purchaser executes the Purchase Contract, delivery by Purchaser to Town at Town's address below of a written notice of Purchaser's election to terminate this Reservation Agreement,
  - (b) Delivery by Town to Purchaser at its address below of a written notice of Town's election to terminate this Reservation Agreement at Town's sole discretion, or
6. NOTICES. All notices under this Reservation Agreement shall be in writing and shall be given to Town, Purchaser, Authority as follows: By hand delivery, facsimile, electronic transmission or by registered or certified mail, return receipt requested. All notices shall be effective immediately upon receipt (if sent by hand or electronic delivery), upon receipt of a facsimile transmission confirmation slip (if sent by facsimile), and three (3) days following deposit in the U.S. mail with date of depository determinative of the date of mailing (if sent by registered or certified mail, return receipt requested). All notices shall be delivered to the following addresses unless and until another address is provided:

If to Town: Town of Breckenridge  
150 Ski Hill Road  
Breckenridge, CO 80424  
Attention: Laurie Best  
Facsimile No.: (970) 547-3132  
[laurieb@townofbreckenridge.com](mailto:laurieb@townofbreckenridge.com)

If to Authority: Summit Combined Housing Authority  
110 Ski Hill Road  
PO Box 168  
Breckenridge, CO 80424  
Attention: Jennifer Kermode  
Facsimile No.: (970) 423-7045  
[jenniferk@summithousing.us](mailto:jenniferk@summithousing.us)

If to Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Home Telephone No.: ( ) \_\_\_\_\_  
Work Telephone No.: ( ) \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

7. NO ASSIGNMENT. Purchaser shall not have the right to assign or otherwise transfer all or any portion of its rights under this Reservation Agreement without the prior express written consent of Town. Town is entitled to assign or otherwise transfer all or any portion of its rights under this Reservation Agreement at any time to any party without the consent of Purchaser.
  
8. NO OBLIGATION/RIGHT TO REFUND. PURCHASER HAS NO OBLIGATIONS HEREUNDER UNTIL AND UNLESS PURCHASER HAS EXECUTED A PURCHASE CONTRACT WITH TOWN TO PURCHASE A UNIT IN THE TOWNHOMES. PURCHASER MAY AT ANY TIME PRIOR TO EXECUTION OF A PURCHASE CONTRACT WITH TOWN, TERMINATE THIS RESERVATION AGREEMENT AND RECEIVE A REFUND OF THE RESERVATION DEPOSIT. THIS RESERVATION AGREEMENT DOES NOT CONVEY ANY LEGAL OR EQUITABLE INTEREST IN THE UNIT TO PURCHASER. UNTIL A PURCHASE CONTRACT HAS BEEN EXECUTED WITH PURCHASER, TOWN IS UNDER NO OBLIGATION TO PROCEED WITH THE SALE OF THE UNIT TO PURCHASER AND MAY TERMINATE THIS RESERVATION AGREEMENT AT ANY TIME IN ITS DISCRETION AND RETURN THE RESERVATION DEPOSIT TO PURCHASER IN ACORDANCE WITH PARAGRAPH 5(b) ABOVE. NEITHER TOWN NOR AUTHORITY NOR ANY OF THEIR RESPECTIVE AGENTS MAKE ANY GUARANTEES OR REPRESENTATIONS, HEREIN OR OTHERWISE, CONCERNING THE

INVESTMENT POSSIBILITES OF THE UNIT BEING RESERVED, AND PURCHASER ACKNOWLEDGES THAT NEITHER TOWN OR AUTHORITY NOR ANY OF THEIR RESPECTIVE AGENTS HAVE MADE SUCH GUARANTEES OR REPRESENTATIONS.

9. RECORDATION RESTRICTED. This Reservation Agreement may not be recorded in the real property records of Summit County, Colorado, and any recording in violation of this provision renders this Reservation Agreement null and void.
10. AUTHORITY THIRD-PARTY BENEFICIARIES. Authority shall each be express third-party beneficiaries of this Agreement. Except for Authority, no other person shall be an express third-party beneficiary hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Reservation Agreement as of the date set forth above.

PURCHASER: \_\_\_\_\_  
(name)

DEVELOPER:

Town of Breckenridge

By: Town of Breckenridge

Its: Town Manager

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

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

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

By signature of its authorized signatory below, Land Title Guarantee of Summit County acknowledges receipt of signed Reservation Agreement and the Reservation Deposit.

LAND TITLE GUARANTEE OF SUMMIT COUNTY

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

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

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

EXHIBIT A

LEGAL DESCRIPTION

\_\_\_\_\_, Valley Brook Townhomes (the “Townhomes”), according to the Townhome Map thereof recorded or to be recorded in the records of the Clerk and Recorder of Summit County, Colorado (“Records”) and as defined and described in the Valley Brook Townhome Declaration to be recorded in the Records, together with any “Limited Common Elements,” in each case that are appurtenant to such Unit, and subject to the rules and regulations of the Valley Brook Townhome Association, Inc. (all of the foregoing property and rights are hereinafter collectively referred to as the “Townhome Unit”).

The Townhome Unit is part of a 42 unit townhome project being developed by the Town of Breckenridge on the real property legally described as follows:

TRACT 1,  
VALLEY BROOK SUBDIVISION,  
COUNTY OF SUMMIT,  
STATE OF COLORADO.