

## Escalante Crossing and Preserve Lot Reservation Agreement



For and in consideration of a deposit in the amount of Five Thousand Dollars (**\$5,000**), it is hereby agreed upon between **Enclave Communities LLC** (Hereafter referred to as Seller) and \_\_\_\_\_ (hereafter referred to as potential purchaser) that the above signed shall have the right to purchase proposed Lot No. \_\_\_\_ at Red Hawk J6 Ranch for \$\_\_\_\_\_ upon completion of the roads and utilities serving Lots 1- 36 at Escalante Crossing and Preserve at St David Springs.

All Parties understand that this is **NOT** an offer to purchase, but simply the first right and reservation to enter a Real Estate Purchase Contract upon potential purchaser's acceptance of price and Seller completing roads and utilities serving Lots 1- 36. Potential purchaser has no right or interest in the property in the interim period of time, unless expressly granted by seller; and potential purchaser shall have until December 31, 2022 to complete construction of roads and utilities serving the lots referenced above.

Buyer shall have no obligations to purchase until execution of a Real Estate Purchase Contract. Upon signing this agreement, the potential purchaser acknowledges he/she is qualified for any applicable loans for the approximate amount required to be financed and will furnish a conditional commitment from a lender, and/or proof of funds letter, within 14 calendar days following completion of roads and utilities serving the lots referenced above.

In the event a pre-qualification letter or a proof of funds letter is not received within 14 calendar days following completion of roads and utilities serving the lots referenced above, this agreement shall immediately become null and void and all monies shall be returned to buyer.

At any time, this option may be removed by potential purchaser with written notice and the **\$5,000** deposit will be **FULLY REFUNDABLE**. In no event shall this reservation and the money on deposit continue beyond December 31, 2021. A purchase agreement must be completed, and Lot paid in full in the amount of \_\_\_\_\_ by January 31, 2023 by Purchaser. \_\_\_\_ Initial

**Potential Purchaser**

**LOT#** \_\_\_\_\_

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

Address: \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Email: \_\_\_\_\_

Potential Purchaser (Please Print) Signature

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

**Enclave Communities LLC**

1650 North Kolb, #132  
Tucson, AZ 85715  
520-886-1226

Seller: Rodger Ford  
Title: Manager  
Telephone: 520-906-7575

Signature: \_\_\_\_\_  
Email: [rford@anthem-equity.com](mailto:rford@anthem-equity.com)

**Seller's Real Estate Agent**

Name: \_\_\_\_\_ Agent for: \_\_\_\_\_

Signature: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Buyer's Real Estate Agent**

Name: \_\_\_\_\_ Agent for: \_\_\_\_\_

Signature: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Title Company**

**Pioneer Title Agency**

363 W. 4th Street  
Benson, AZ 85602  
520-586-2474

Escrow Officer: Kimberly Lockhart    Email: [kimberly.lockhart@ptaaz.com](mailto:kimberly.lockhart@ptaaz.com)

Signature \_\_\_\_\_