



The Settlement at Castle Pines Village

Presented by:

Ryan Homes Inc.

Chris Sublette (303) 904-0564 chris@ryanhomescolorado.com

Take advantage of one of the rarest land purchase opportunities in Denver

The Settlement at Castle Pines Village. Reserve your favorite custom home lot today, take time to make the decision to expand or downsize, to meet your future lifestyle needs.

The Settlement is an exclusive neighborhood in prestigious Castle Pines Village, offering 12 custom home sites that deliver both spectacular views and host of trees that homeowners come to expect from Castle Pines Village.

The Settlement is being offered by Colorado's leading custom builder, **Ryan Homes, Inc.** – a team that is accustomed to being the experts for more than 150 custom homeowners in surrounding Colorado neighborhoods. Visit www.ryanhomescolorado.com for a sampling of the magnificent homes completed for homeowners with diverse requirements, just like you.

The Settlement at Castle Pines Village offers ½ acre to ¾ acre home sites starting in the \$300's. To learn more about this land opportunity, please contact Chris Sublette at (303) 904-0564 to schedule a private consultation.



Location

Land Use

Map 1.1
 Comprehensive Master Plan 2030
 May 12th, 2008

COMPREHENSIVE MASTER PLAN AREAS

- CHATFIELD URBAN AREA
- PRIMARY URBAN AREA (PUA)
- RURAL COMMUNITIES
- SEPARATED URBAN AREA (SUA)
- NON-DOUGLAS COUNTY BASED MUNICIPALITIES
- NON-URBAN AREA

MUNICIPAL PLANNING AREAS

- MUNICIPAL PLANNING AREA (INCORPORATED)
- MUNICIPAL PLANNING AREA (UNINCORPORATED)
- CASTLE ROCK IGA BOUNDARY & BUFFER AREA
- PARKER IGA BOUNDARY & BUFFER AREA
- MUNICIPAL PLANNING AREA INCLUSIVE OF COUNTY PUA

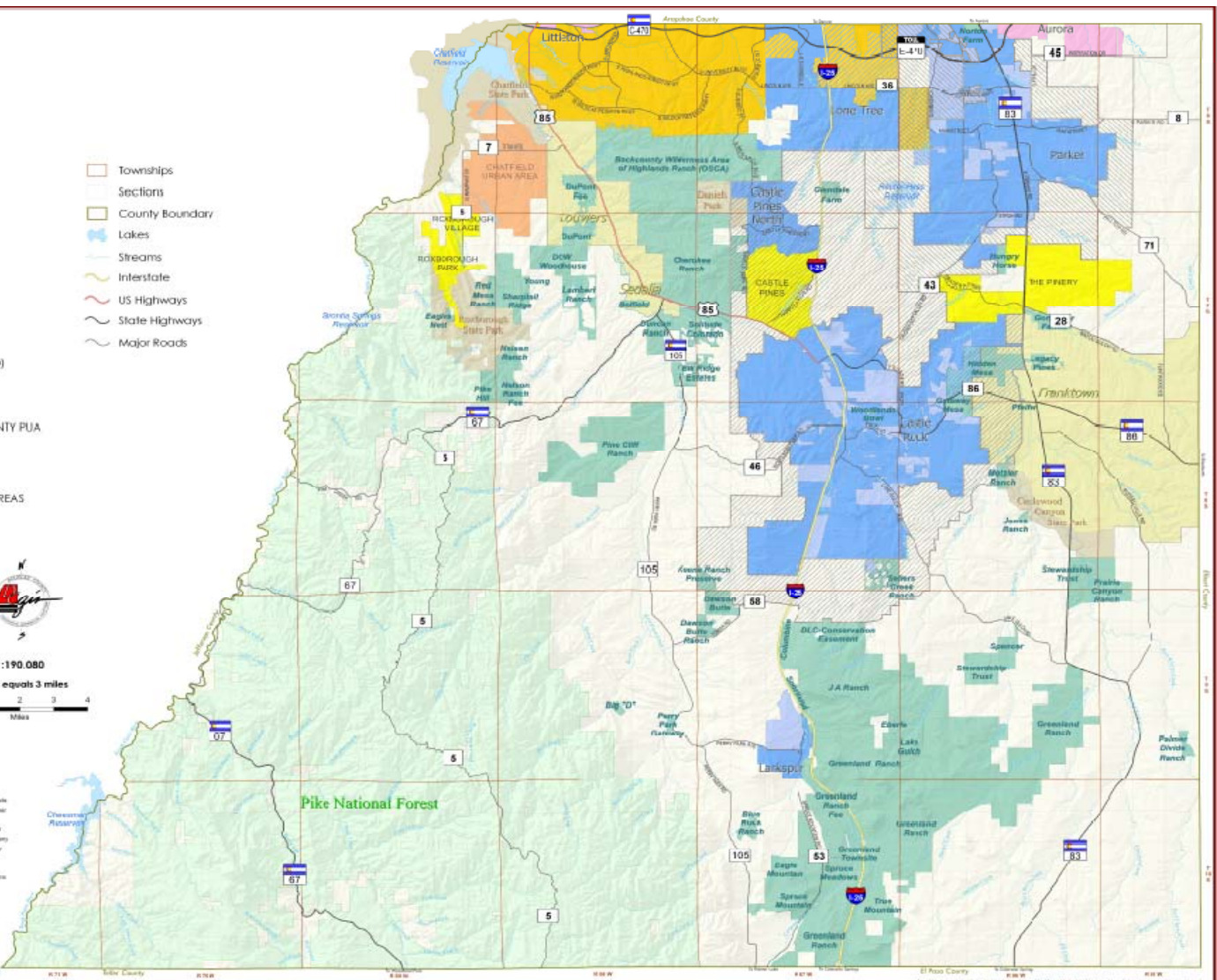
SIGNIFICANT OPEN SPACE & PARKS

- OPEN SPACE
- COUNTY OPEN SPACE WITHIN INCORPORATED AREAS
- PIKE NATIONAL FOREST
- PARKS

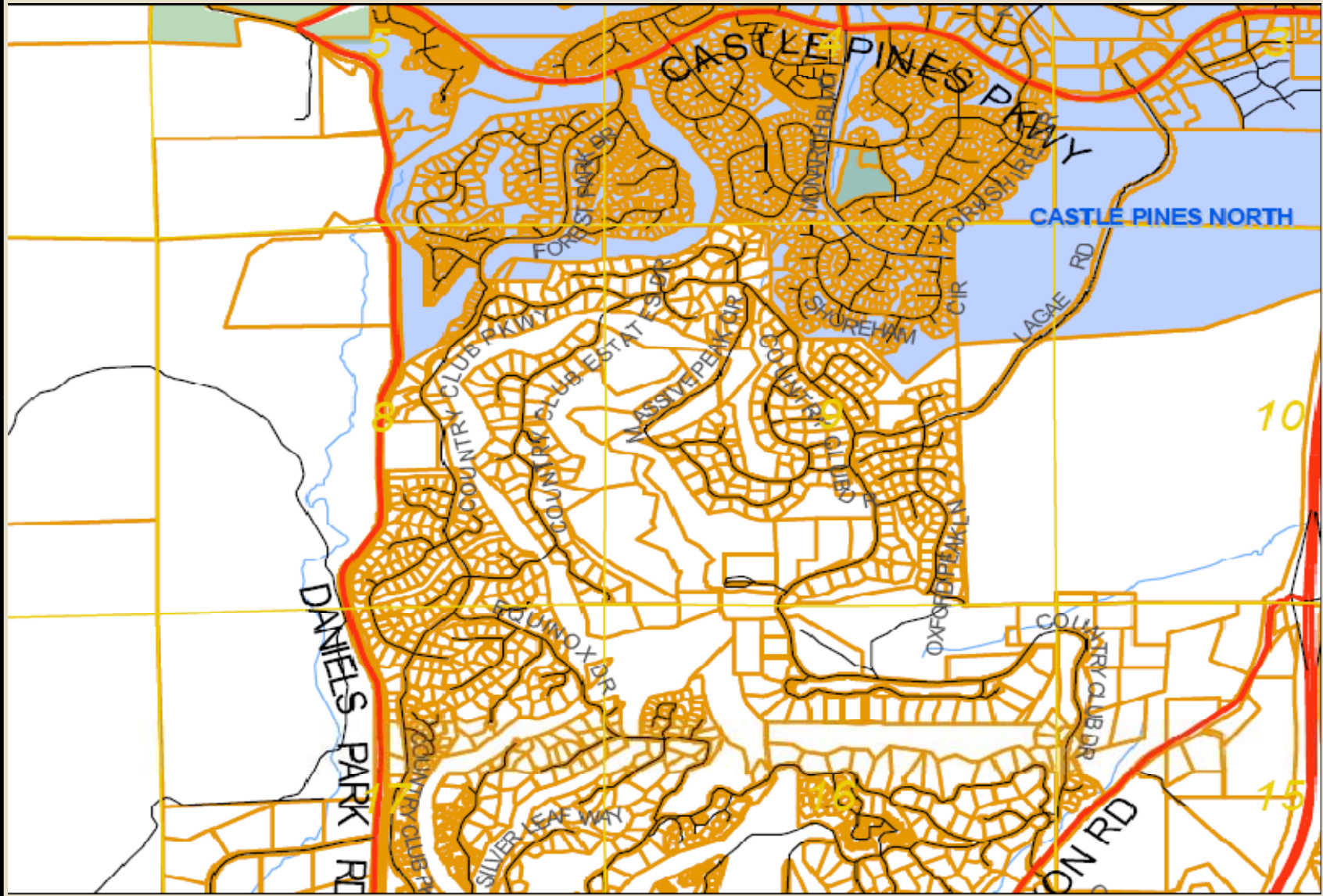
- Townships
- Sections
- County Boundary
- Lakes
- Streams
- Interstate
- US Highways
- State Highways
- Major Roads



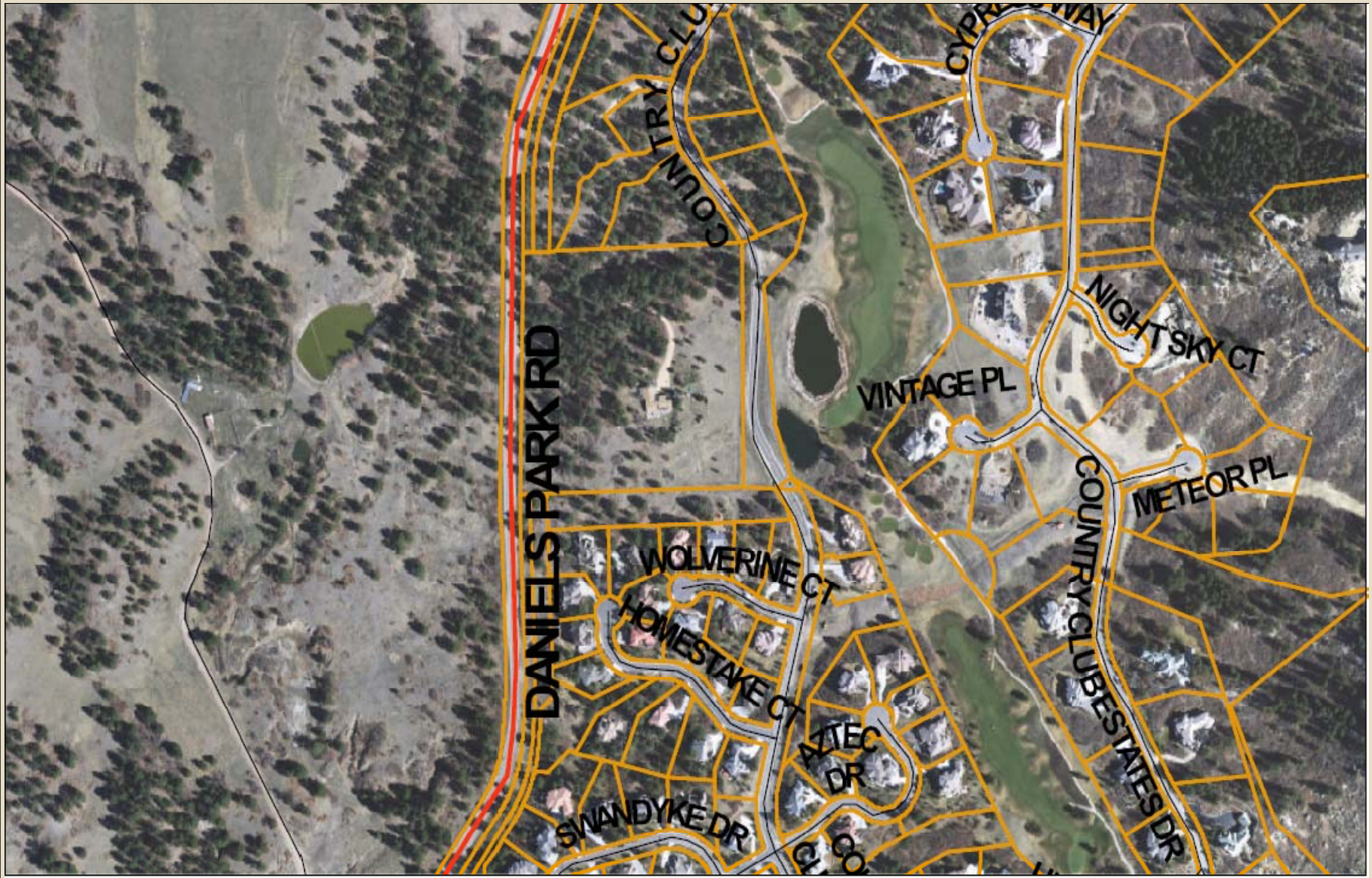
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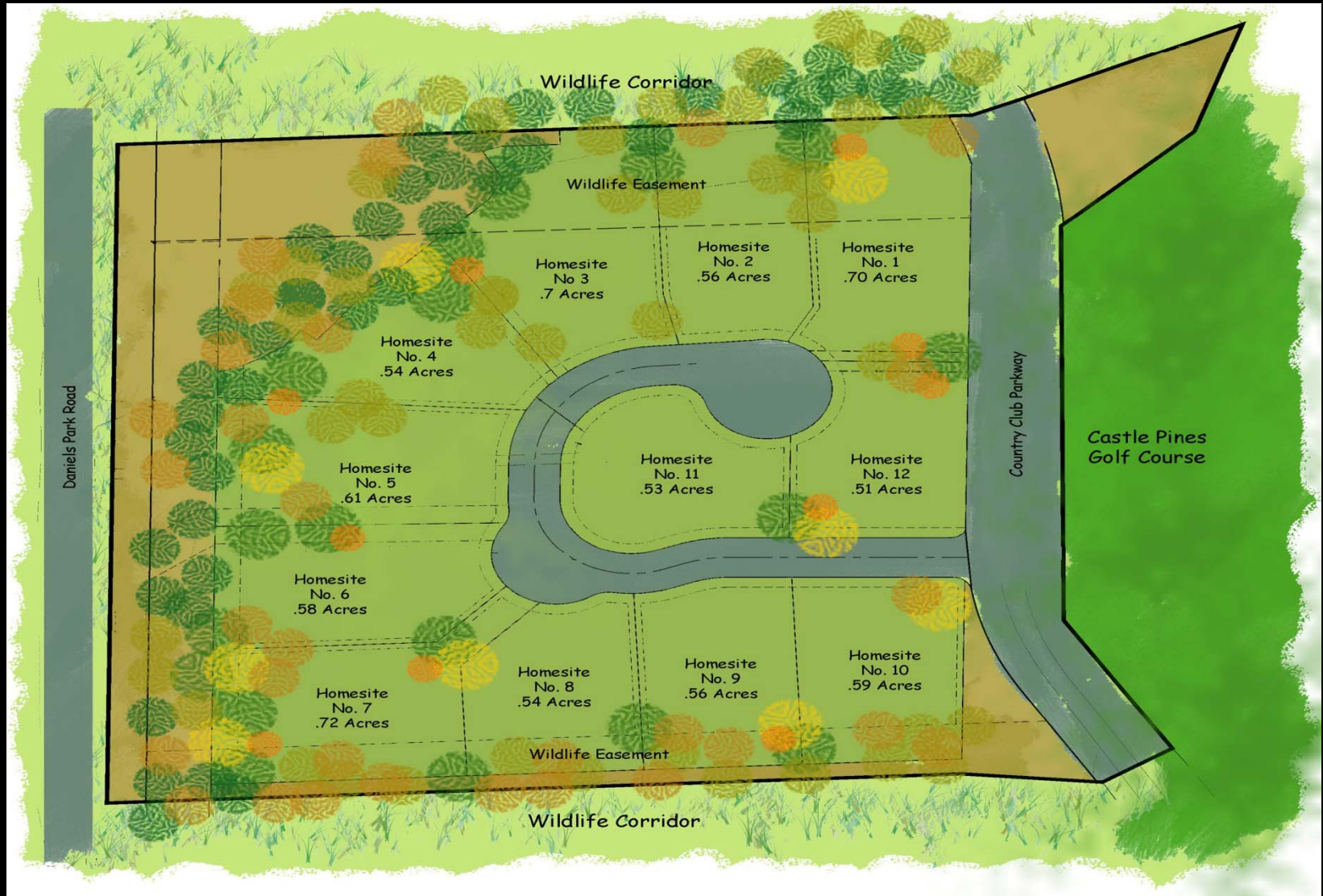
Location



Location



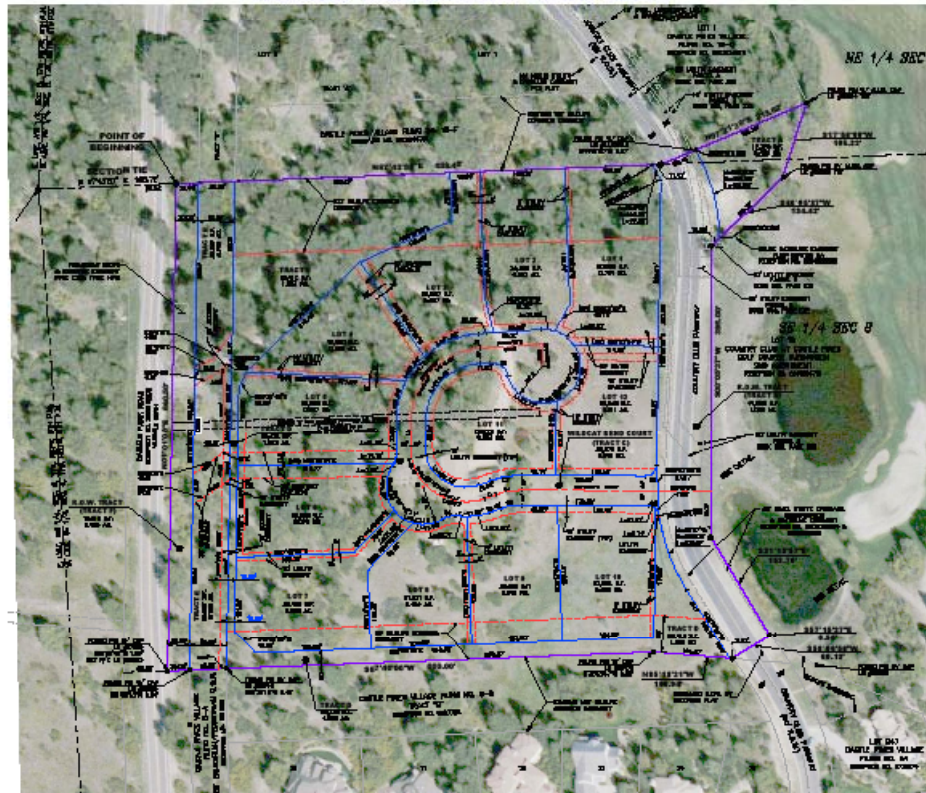
Site Plan



Site Plan

CASTLE PINES VILLAGE R-66 FINAL PLAT

A REPLAT OF LOT 1, BLOCK 1, KIMBALL SUBDIVISION AND A PORTION OF CASTLE PINES VILLAGE PLANNING AREAS R-66 & COS-4
ALSO BEING A PORTION OF THE EAST HALF OF SECTION 8 TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO
11.556 ACRES 12 RESIDENTIAL LOTS 6 TRACTS SB09-015



LEGEND

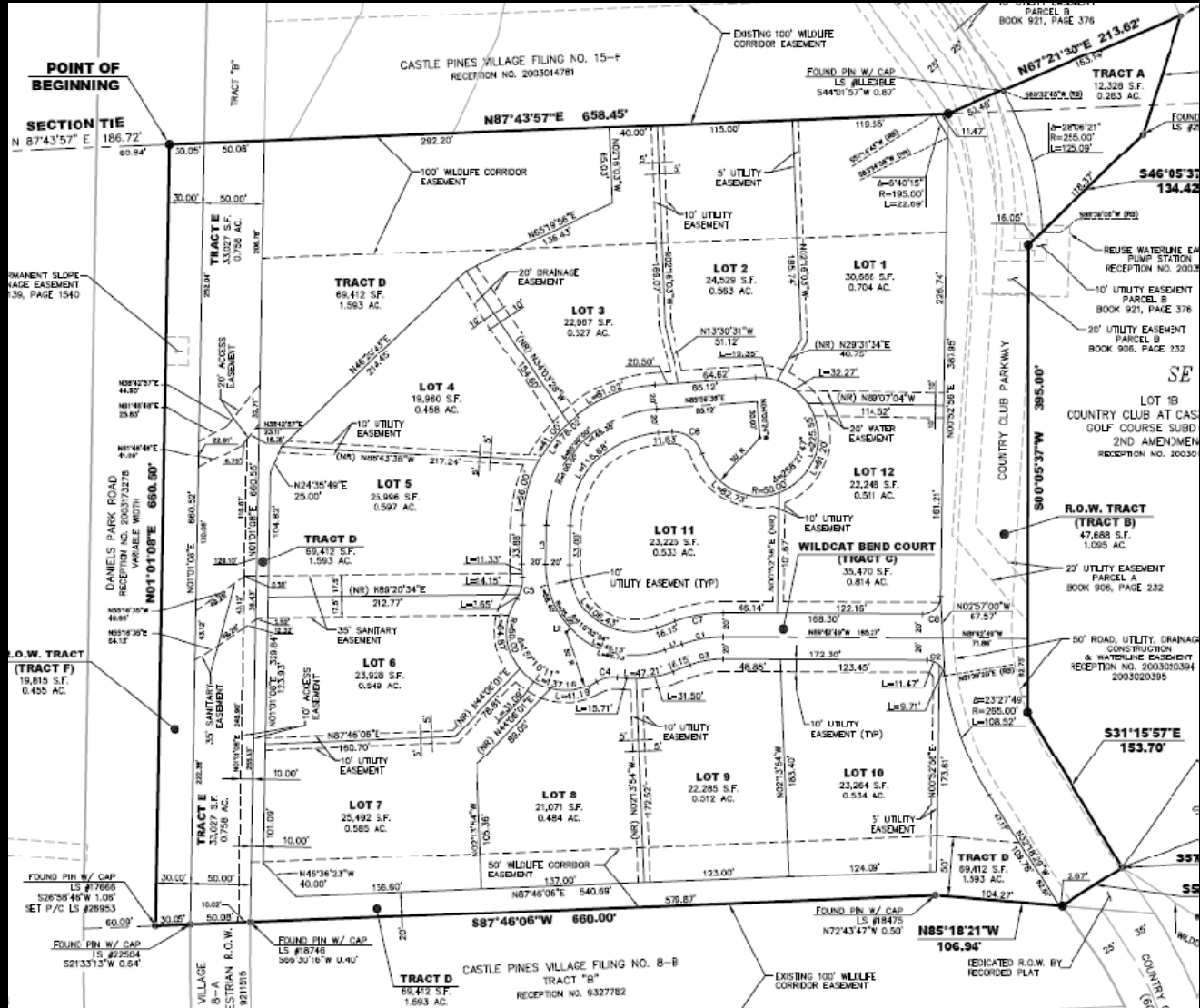
POINT-TO-POINT	CE PERM / EASEMENT	P PLANS NOT AS DESIGNED
PROPERTY BOUNDARY	CE EASEMENT	LAMP OFFERS AS DESIGNED
CE PERM	CE LOT LIFE	W PERM AS SHOWN ON PLANS
		W PERM - DUAL EASEMENT
		W PERM - DUAL EASEMENT



Calibre Engineering, Inc.
2511 Northfield Lane, Suite 200
Littleton, CO 80120 (303) 979-1000
www.calibre-engineering.com
Certification: Registered Civil Engineering Surveying



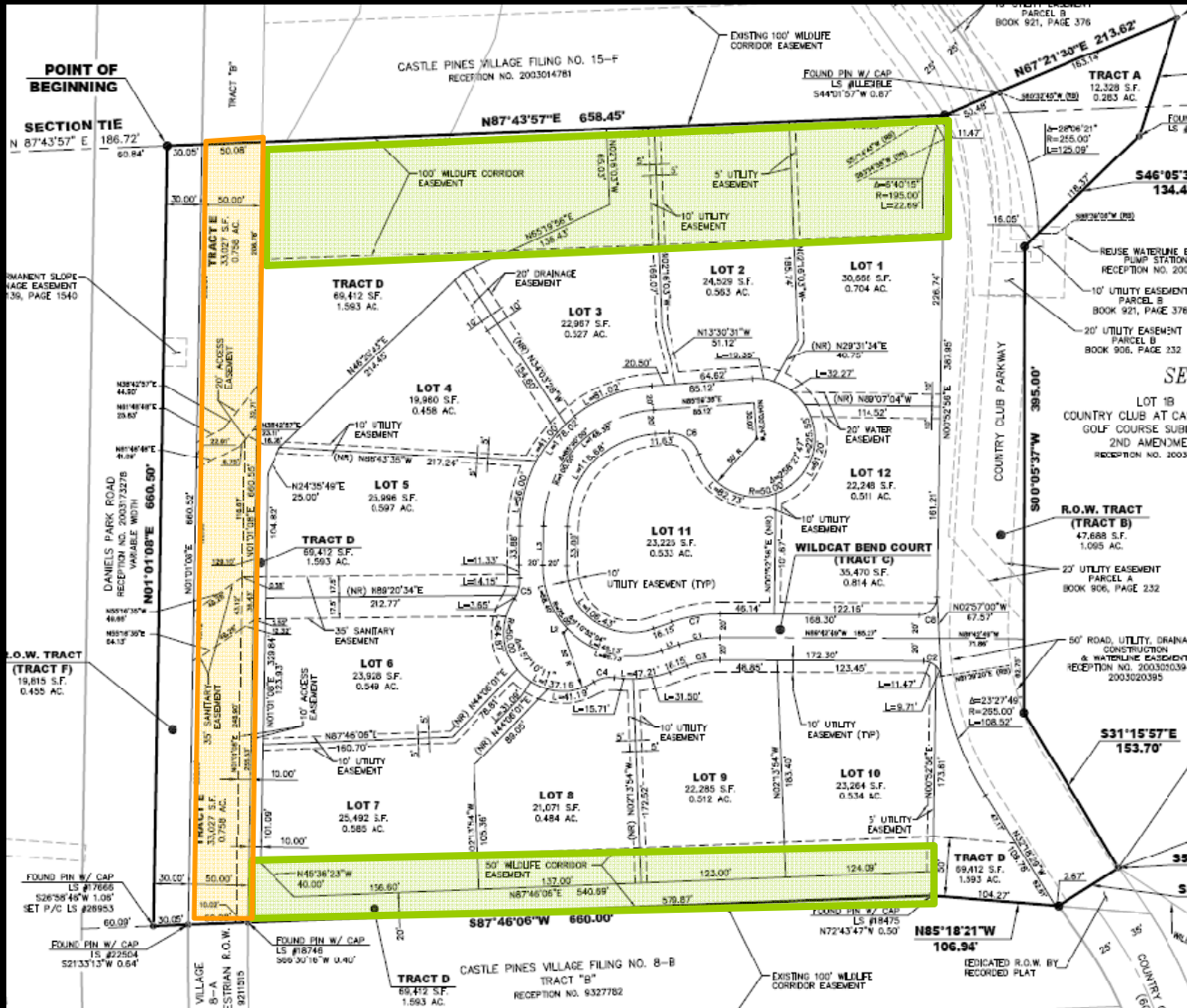
Exhibit



- ▶ 12 lots
- ▶ 11.6 acres
- ▶ Wildlife Corridor Easements
- ▶ Roads
- ▶ Drainage Tracts
- ▶ Trail



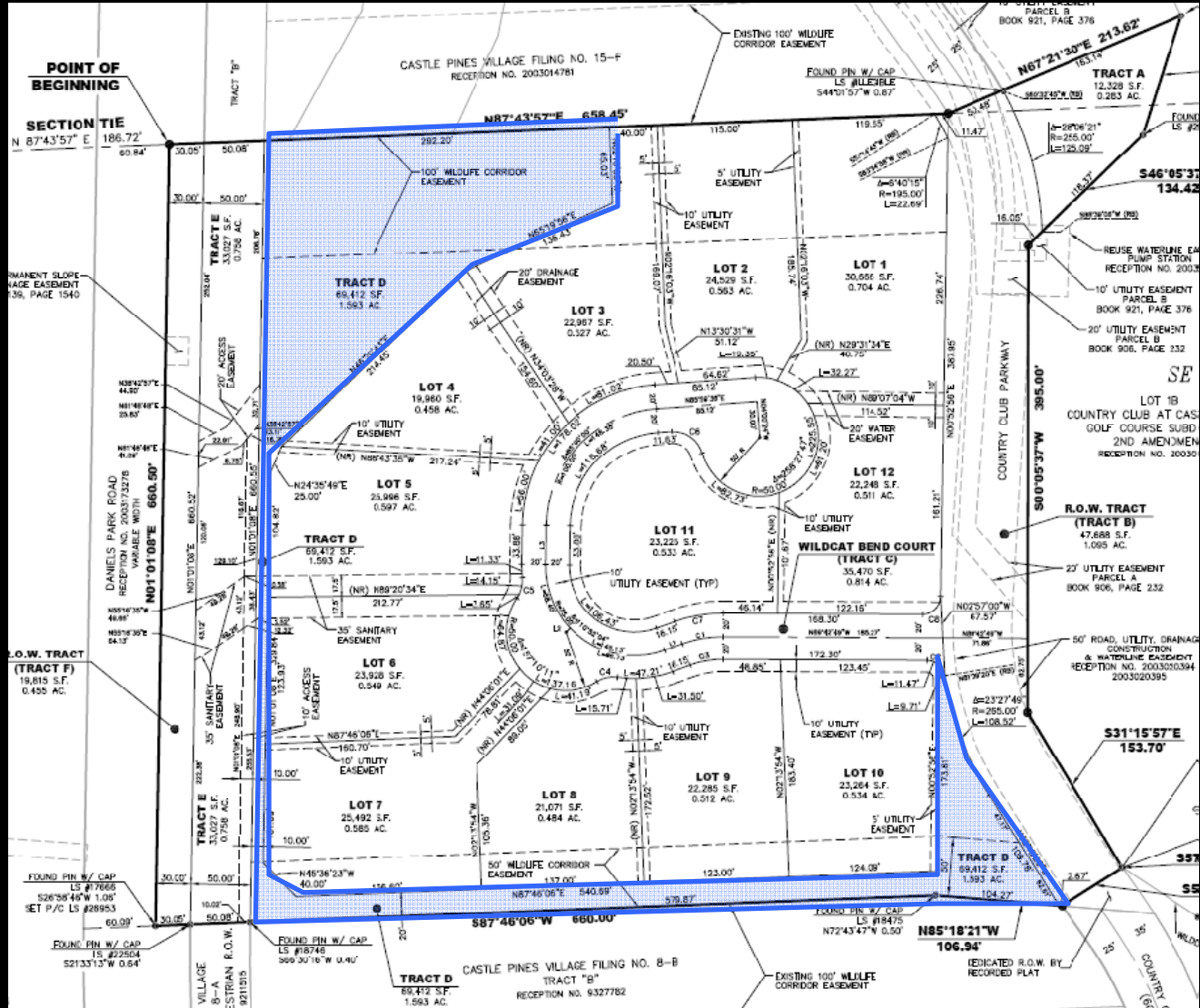
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Site Photo



Site Photo



Site Photo



Site Photo



Lot Pricing Sheet

Lot #	Price	Available	Owner
1	\$459,000.00	Yes	Available
2	\$559,000.00	Yes	Available
3	\$579,000.00	Yes	Available
4	\$599,000.00	Yes	Available
5	\$499,000.00	Yes	Available
6	\$499,000.00	Yes	Available
7	\$599,000.00	Yes	Available
8	\$459,000.00	Yes	Available
9	\$459,000.00	Yes	Available
10	\$399,000.00	Yes	Available
11	\$429,000.00	Yes	Available
12	\$399,000.00	Yes	Available

Pricing is subject to change any time, at the sole discretion of Ryan Homes, Inc. and its representatives and/or agents



Option Agreement

- THIS OPTION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by and between RYAN HOMES, INC., 2101 Larimer Street, Suite 101, Denver, CO 80205 (Seller) and _____ (Buyer) whose address is _____ COLDWELL BANKER CASTLE PINES, 42 W. Happy Canyon Rd., Castle Rock, CO. 80108 is a party to this Agreement for the limited purpose of its approval of the real estate brokerage provisions set forth herein.

• IN CONSIDERATION of the "Option Deposit" made by Buyer and for other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

• 1. Option to Purchase. Seller hereby grants to Buyer the right and power at its option for the period set forth herein, to purchase, for the sum set forth herein, the following lot situate in the County of Douglas, State of Colorado, to wit:

• Lot _____, The Settlement at Castle Pines, legally described as a replat of Lot 1, Block 1, Kimball Subdivision and a portion of Castle Pines Village Planning Areas R-66 and COS-4, also being a portion of the east half of section B, Township 7 south, Range 67 West of the 6th PM,

• subject to the terms of purchase set forth herein. Seller has advised Buyer and Buyer acknowledges that the Lot referred to above is part of a subdivision plat which has received final approval from Douglas County but that has not been recorded. Recordation of the plat will occur as a part of fulfillment of Seller's conditions as set forth in Paragraph 6 hereof.

• 2. Option Deposit. Buyer agrees, upon execution of this Option Agreement, to deposit the sum of ten thousand dollars (\$10,000) ("Option Deposit") with _____ title company ("Title Company"), to be held by the Title Company without interest as additional consideration for this Agreement. In the event of an exercise of this Option by Buyer, the Option Deposit will continue to be held by the Title Company as a part of the earnest money required by the Purchase and Sale Agreement (see Paragraph 4).

• 3. Right of Termination. Buyer shall have the right at any time prior to executing a Purchase and Sale Agreement to terminate this Option Agreement by giving written notice thereof to Seller and to the Title Company.



Option Agreement

- 4. Exercise of Option – Purchase and Sale Agreement. Should Buyer elect to exercise its option to purchase, Buyer will execute with Seller the standard Colorado land purchase agreement (“Purchase and Sale Agreement”) which will provide for good and marketable title to be conveyed to Buyer and which will contain additional provisions under which lots in this subdivision will be sold by Seller. The additional provisions will be those which are usual and normal for residential building lots in this price range in Castle Pines, and will include (but not be limited to the following):
 -
 - (a) A provision that Buyer recognizes that the property is contained within the Castle Pines Homes Association and subject to the terms of the Annexation Agreement recorded in Douglas County on November 23, 2009 at Reception No. 2009088804. Said Annexation Agreement contains, among other provisions, a requirement that a home design must be pre-approved by a Design Review Committee, including a targeted minimum value of the home of \$1.5 million, subject to adjustment based on a formula relating to changing market conditions.
 -
 - (b) A provision that a real estate brokerage commission will be paid by Buyer, who:
 - _____ is represented by a Buyer Broker: (name) _____
 - _____ is not represented by a Buyer Broker.
 - The property is listed by Coldwell Banker Castle Pines at six and one half percent (6.5%), which percentage is based on the total cost of the lot purchase plus the construction cost of the residence built on the property. The commission for this transaction will be _____ % of such total cost, which will be split between the above-named Buyer Broker, who will receive _____%, and Coldwell Banker Castle Pines, which will receive _____%. The commission will be payable by Buyer upon completion of construction of the residence and issuance by the County of a final certificate of occupancy.
 - Said Purchase and Sale Agreement will be provided to Buyer at such time as Seller’s conditions have been satisfied, as further set forth in Paragraph 6 hereof, and execution of such Purchase and Sale Agreement and deposit of the earnest monies required thereunder shall constitute an exercise by Buyer of this Option to Purchase.



Option Agreement

- 5. Terms of Purchase. The Purchase Agreement shall provide for a purchase price of \$_____, due in cash at closing, with \$_____ (equal to ten percent of the purchase price) as a non-refundable deposit when all contract conditions have been met. The usual and standard prorations will apply at closing.
-
- 6. Seller's Conditions Precedent. Buyer acknowledges that certain conditions ("Seller's Conditions") which must be satisfied by Seller will be precedent to Seller's ability to sell and convey the property to Buyer. Those conditions, which Seller shall have a period of **one (1) year** from the date hereof to achieve, are:
 - Seller having received not less than five (5) executed Option Agreements to purchase lots in the subdivision, which Options have been exercised by Buyers by means of execution of binding Purchase and Sale Agreements.
 - Seller having secured adequate financing for development of the property and to permit Seller to convey free and clear title of the property to Buyer.
 - Recordation of the final plat of the subdivision.
 - (a) Seller represents that it will use its best efforts to accomplish the Seller's Conditions within the time period set, but Buyer acknowledges that circumstances beyond the control of Seller, such as market conditions affecting Seller's ability to secure financing, or unexpected governmental requirements, may make achievement of the conditions not commercially feasible or possible.
 - (b) If and when Seller meets the Seller's Conditions set forth herein, Seller will advise Buyer, in writing, of such event and will submit to Buyer the Purchase and Sale Agreement which will contain the terms and conditions as set forth herein. Buyer shall have thirty (30) days from the date of receipt of the Purchase and Sale Agreement within which to execute such agreement and to deposit the required earnest money with the Title Company. Failure to do so by Buyer will terminate this Option Agreement, and in such event Buyer shall have the right to be refunded its Option Deposit by the Title Company.
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Option Agreement

(c) In the event Seller has not met the Seller's Conditions on or before one year from the date hereof, then in that event Seller shall have the right to terminate this Option Agreement. Termination would be by means of an email or letter to Buyer sent within ten (10) days following the end of the one year period. Upon such a termination, the Option Deposit will be forthwith returned to Buyer by the Title Company and this Agreement shall be null and void. Failure by Seller to terminate at the end of the one year term will not prevent Seller from thereafter terminating for failing to meet Seller's Conditions, but until such termination, this Option will continue in full force and effect.

7. Seller's Right to Terminate on Bulk Sale.

Seller shall have the right, at any time prior to Buyer's exercise of this Option and notwithstanding any other provision herein, to terminate this Agreement if Seller has reached a final agreement to sell all the lots in the subdivision to a third party in a bulk sale. A "final agreement to sell" shall mean an executed contract subject only to usual and normal due diligence and closing conditions. In such event, this Agreement shall become null and void and all monies deposited by Buyer will be forthwith returned to Buyer.

8. Miscellaneous.

(a) This Option Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, heirs or representatives.

(b) This Option Agreement shall not be assignable by Buyer except upon the express written consent of Seller.

(c) All notices and demands between the parties required to be in writing shall be done by certified mail, facsimile, email or personal delivery at the addresses shown hereon or at different addresses which have been provided by the parties to each other.

(d) Buyer represents that he has read this Option Agreement and acknowledges that the same constitutes the entire agreement between the parties and that no other agreements, promises, representations or warranties have been made by Seller, and that no modification of this Agreement shall be claimed by Buyer subsequent to execution hereof unless the same is first reduced to writing and executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Option Agreement as of the date first above written.

SELLER:

RYAN HOMES, INC.

