

ARIZONA
UNSUBDIVIDED LANDS
PUBLIC REPORT
FOR
WESTWOOD RANCHES PHASE II
REFERENCE NO. 95-00086

DEVELOPER
DIAMOND 7 RANCH, L.L.C.,
an Arizona Limited Liability Company
3140 W. Ironwood Circle
Chandler, AZ 85226

APRIL 19, 1995

Effective Date

STATE PROPERTY REPORT DISCLAIMER

This report is NOT A RECOMMENDATION NOR AN ENDORSEMENT by the State of Arizona of this land but is provided for informational purposes ONLY.

This report reflects information provided by the developer and obtained by the Department in its review process in accordance with the provisions of Title 32, Chapter 20, Article 7, of the Arizona Revised Statutes, as amended. The purchaser should verify all facts before signing any documents. The Department has not passed upon the quality or quantity of any improvement or structure and does not assume responsibility in either event.

Arizona Department of Real Estate
Subdivisions Section
2910 N. 44th Street
Phoenix, Arizona 85018
(602) 468-1414

SPECIAL NOTES:

1. MAP OF THIS DEVELOPMENT IS RECORDED IN BOOK 12 OF LAND SURVEYS, PAGES 23-23G AND AFFIDAVIT OF CORRECTION IN DOCKET 1755, PAGE 168, RECORDS OF COCONINO COUNTY, ARIZONA. YOU ARE ADVISED TO OBTAIN A COPY OF SAID MAPS AND CORRECTION DOCUMENT AND NOTE ALL EASEMENTS, RESTRICTIONS AND STATEMENTS CONTAINED THEREON. THESE INCLUDE, IN PART, "ALL SECTION LINES SHALL HAVE A 30-FOOT ACCESS AND UTILITY EASEMENT LOCATED ADJACENT TO THE SECTION LINE AND ENTIRELY WITHIN THIS SECTION (EXCEPT AS SHOWN AND NOTED HEREON). ALL OTHER PARCEL LINES SHALL HAVE A 60-FOOT ACCESS AND UTILITY EASEMENT CENTERED ON THE PARCEL LINE."

2. THIS REPORT INCLUDES ONLY PARCELS 137 THROUGH 240 INCLUSIVE, EXCEPT: AN UNDIVIDED 1/3 INTEREST IN AND TO ALL OF THE OIL, GAS AND OTHER MINERALS AS SET FORTH IN DEEDS RECORDED IN DOCKET 155, PAGE 93, IN DOCKET 155, PAGE 96, IN DOCKET 155, PAGE 99, IN DOCKET 155, PAGE 102, IN DOCKET 155, PAGE 105, IN DOCKET 155, PAGE 108 AND IN DOCKET 155, PAGE 111.

ALSO EXCEPT 3/16THS OF ALL OIL, GAS AND ALL OTHER MINERALS AND HYDRO-CARBON SUBSTANCES LYING AT, UNDER THAT MAY BE PRODUCED FROM 500 FEET OR MORE BENEATH THE SURFACE.

AND AND RESERVING UNTO THE GRANTOR ALL GRAZING RIGHTS, OIL, GAS AND OTHER MINERAL RIGHTS, WATER HOLES AND UNDERGROUND COMMERCIAL WATER RIGHTS, TOGETHER WITH ANY RIGHT-OF-WAY WHICH MAY BE REASONABLY NECESSARY TO HAVE PHYSICAL ACCESS TO AND/OR TO UTILIZE THE OIL, GAS AND OTHER MINERAL RIGHTS, WATER HOLES, AND UNDERGROUND COMMERCIAL WATER RIGHTS.

3. EACH PROSPECTIVE PURCHASER IS CAUTIONED TO ASSURE HIMSELF, BY PERSONAL OBSERVATION OR OTHER METHODS OUTSIDE THIS REPORT, OF THE USABILITY FOR HIS NEEDS OF THE PARCEL IN WHICH HE MAY BE INTERESTED.

4. PROSPECTIVE PURCHASERS ARE ADVISED TO READ THE WATER NOTE.

5. DEVELOPER ADVISES THAT THIS DEVELOPMENT IS LOCATED IN AN OPEN RANGE OR AREA IN WHICH LIVESTOCK MAY ROAM AT LARGE UNDER THE LAWS OF THIS STATE AND THAT NO PROVISIONS HAVE BEEN MADE FOR THE FENCING OF THE DEVELOPMENT TO PRECLUDE LIVESTOCK FROM ROAMING WITHIN THE UNSUBDIVIDED LANDS.

6. DEVELOPER FURTHER ADVISES PURCHASERS THAT IF THEY WANT TO KEEP THE RANCHERS LIVESTOCK OFF THEIR LAND AND TO KEEP THEIR OWN LIVESTOCK WITHIN THEIR PROPERTY THEN THE PROPERTY MUST BE FENCED "WITH A GOOD AND SUBSTANTIAL FENCE" ALONG THE INSIDE OF ROAD EASEMENTS AT THEIR OWN EXPENSE.

SPECIAL NOTES (CONT.):

7. PROSPECTIVE PURCHASERS ARE ADVISED THAT AN ON-SITE INSPECTION BY A REPRESENTATIVE OF THIS DEPARTMENT INDICATES THAT ROADS TO A CORNER OF OR ALONG SOME PARCELS HAVE BEEN BLADED IN. HOWEVER, AS INDICATED HEREIN, THE DEVELOPER MAKES NO REPRESENTATION THAT ANY ROADWORK WILL BE PROVIDED AND HAS THEREFORE NOT PROVIDED ANY FINANCIAL ASSURANCES FOR ANY FUTURE ROADWORK.

8. PERCENTAGES OF THE OIL, GAS AND MINERAL RIGHTS TO ALL PARCELS IN THIS DEVELOPMENT WILL NOT BELONG TO THE PURCHASER OF THESE PARCELS. THE EXERCISE OF THE RIGHT TO EXTRACT THESE MINERALS COULD AFFECT THE USE, ENJOYMENT AND VALUE OF YOUR PARCEL.

9. RESTRICTIONS PROVIDE, **IN PART:** "EACH PARCEL MAY BE IMPROVED WITH NO MORE THAN FOUR (4) RESIDENTIAL BUILDINGS PER PARCEL".

10. PROSPECTIVE PURCHASERS OF PARCELS 236 AND 237 ARE ADVISED TO REVIEW THE AFFIDAVIT OF CORRECTION CITED HEREIN.

11. PIPELINE EASEMENTS GENERALLY INCLUDE THE RIGHT OF VEHICULAR ACCESS ALONG THE EASEMENT FOR MAINTENANCE AND EMERGENCY RESPONSE. FENCES CROSSING THE EASEMENT MUST HAVE GATES TO PERMIT VEHICULAR ACCESS. FOR YOUR SAFETY, IT IS IMPERATIVE THAT YOU CONTACT THE EASEMENT HOLDER PRIOR TO ANY CONSTRUCTION ACTIVITY WITHIN THE EASEMENT INCLUDING ROADS AND FENCES. THE OWNER OF THE FACILITY WITHIN THE EASEMENT SHOULD LOCATE AND MARK HIS FACILITY UPON YOUR REQUEST. **SEE TITLE EXCEPTION NUMBER 1.**

LOCATION AND SIZE: The development is located 8 miles northeast of Seligman on old Route 66 to entrance of Westwood Ranches then 6 miles north on right of way to subject property.

This development is located in a development of unsubdivided land approximately 9,760 acres in size. This unit has been divided into 104 parcels.

TOPOGRAPHY: Randy S. Delbridge, Registered Land Surveyor 18214 reports: **SEE EXHIBIT "A" ATTACHED**

PROPERTY BOUNDARY LINES: Developer advises parcels are staked at all four corners. Registered Land Survey 18214 Randy S. Delbridge reports on March 20, 1995: "This letter is to certify that I have set all the property corners for Westwood Ranches Phase II with a 1/2" capped rebar and a 6' steel fence post along side, per the recorded plat of Westwood Ranches Phase II, as recorded in Book 12 of Maps, Page 23, records of Coconino County Recorder."

RESTRICTIONS AND OTHER MATTERS OF RECORD: Conditions, reservations and restrictions that may run with the land including City or County zoning restrictions should be investigated by you. Copies of those items which are recorded may be inspected at the office of the Coconino County Recorder. Information about zoning may be obtained at the office of the County Planning and Zoning Commission.

TITLE: Title to this development is vested in FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA, a California corporation as Trustee under Trust No. 7950.

Developer's interest in the development is evidenced by developers beneficial interest in above cited Trust No. 7950.

Title is subject, among other things, to all taxes, assessments, covenants, conditions, restrictions, limitations, reservations, rights, obligations, powers, easements, rights-of-way, liens and charges of record. YOU SHOULD INVESTIGATE THE TITLE AND SATISFY YOURSELF AS TO WHAT EFFECT, IF ANY, THESE MATTERS MAY HAVE ON THE USE OF THE LAND. Title Exceptions affecting the condition of your title are listed in a Preliminary Title Report dated March 17, 1995 issued by FIRST AMERICAN TITLE INSURANCE COMPANY. As a prospective purchaser, you should understand the effect of the listed exceptions.

EXCEPTIONS: SEE EXHIBIT "B" ATTACHED

NOTE: DEVELOPER IS REQUIRED TO NOTIFY THE DEPARTMENT OF REAL ESTATE OF ANY FUTURE PLACEMENTS OF LIENS OR ENCUMBRANCES TO ENSURE COMPLIANCE WITH A.R.S. 32-32-2195 ET SEQ.

SALES:

AGREEMENT FOR DEED: Your ownership interest in the property will be evidenced by an Agreement For Deed from First American Title Insurance Company of Arizona as the Trustee for Diamond 7 Ranch L.L.C., an Arizona limited liability company. The installment contract will be recorded and deposited into escrow together with other documents within 60 days from the date of sale. You will not receive a deed to your parcel until you have paid the balance owed on the contract.

EXHIBIT "B"

- A. 1995 taxes, a lien not yet due or payable.
- 1. An easement for gas pipeline and rights incident thereto as set forth in instrument recorded in Book 108 of Official Records, Page 572. (Sections 1, 15 and 21)
- 2. An easement for telephone and telegraph lines and rights incident thereto as set forth in instrument recorded in Docket 213, Page 118, Docket 213, Page 119, Docket 213, Page 121. (Sections 15, 21 & 27)
- 3. An easement for roadway and rights incident thereto as set forth in instrument recorded in Docket 257, Page 334. (Sections 15, 21 & 27)
- 4. The effect of a Declaration of Easements recorded October 13, 1989 in Docket 1304, Page 555.
- 5. All matters set forth on the Survey recorded in Book 7, Page 80. (Section 27)
- 6. All matters set forth in the certificate of water rights recorded March 23, 1990, in Docket 1329, Page 249.
- 7. All matters set forth in the certificate of water rights recorded June 27, 1990 in Docket 1345, Pages 23-47.
- 8. Grazing lease concerning real property generally referred to as the "Diamond Seven Ranch," as more particularly described therein, dated March 15, 1992, wherein Assignor is Lessor and Bill Shiew is Lessee, covering a term of five years (or less, depending upon certain conditions, therein stated), which embraces (in part) lands of the State of Arizona Land Department managed under State Grazing Lease No. 05-01161-00 and which Grazing Lease (as a sub-lease of lands administered by the State Land Department) was approved and permitted by action of the Arizona State Land Commissioner on May 21, 1992.

The interest therein has been assigned to the Diamond 7 Ranch, L.L.C., by a document entitled "Assignment, Warranty of Title, and Power of Attorney", recorded February 11, 1993 in Docket 1541, Page 857.

- 9. Permanent access as defined and required by ARS 32-2101 (27) and 32-2185.02 and 32-2195(F) to the within described subdivision from a federal, state or county highway is obtained as follows:
From U.S. Highway 66 in Yavapai County, Arizona, over and across that certain right-of-way for public road as set forth in Arizona State Land Department Sale No. 16-95582, recorded September 6, 1989 in Docket 2180, Page 408, Records of Yavapai County, Arizona; in Declarations of Easements recorded October 13, 1989 in Docket 2191, Page 364, Records of Yavapai County, Arizona, and in Book 10 of Land Surveys, Page 10, Records of Yavapai County, Arizona, to that certain right-of-way for public road as set forth in Arizona State Land Department Sale No. 16-95519 recorded September 6, 1989 in Docket 1298, Page 132, Records of Coconino County, Arizona, in Declaration of Easement recorded October 13, 1989 in Docket 1304, Page 555, Records of Coconino County, Arizona, and in Survey recorded in Book 7 of Surveys, Page 80, Records of Coconino County, Arizona, and in Arizona State Land Department Assignment of Right-of-way recorded October 24, 1990 in Docket 1364, Page 715, and further assigned to instrument recorded May 3, 1993 in Docket 1559, Page 477, and in instrument recorded April 19, 1993 in Docket 1555, Page 961, and over and across Grant of Easement recorded January 6, 1994 in Docket 2757, Page 902, records of Yavapai County, Arizona, to the easements set forth in the Results of Survey of the within described property, and in that grant of easement recorded January 17, 1995 in Docket 1739, Page 186, Coconino County Records, and in that certain Results of Survey filed in Book 12, Pages 23-23G, in the office of the Coconino County Recorder.
- 10. All matters as set forth in the Covenants, Conditions, and Restrictions in instrument recorded December 30, 1994 in Docket 1735, Page 677.
- 11. An easement for roadway and public utilities and rights incident thereto as set forth in instrument recorded January 17, 1995 in Docket 1739, Page 186.
- 12. All matters contained in that certain Affidavit of Correction recorded March 24, 1995 in Docket 1755, Page 168.

SALES (CONT.):

Said contract contains, in part, "In the event a forfeiture is enforced, Buyer shall forfeit any and all rights and interest hereunder in and to the Property and appurtenances thereto, and Buyer shall surrender to Seller, forthwith, peaceable possession of the Property, and shall forfeit to the Seller, as liquidated damages, any and all payments made hereunder, together with any and all improvements placed on or in the Property. None of the provisions of this paragraph shall affect any other lawful rights or remedies which the Seller may have against the Buyer."

THE CONTRACT IS A BINDING AGREEMENT. READ THOROUGHLY BEFORE SIGNING. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE PRIOR TO COMMITMENT TO PURCHASE. THE CONTRACT GIVES YOU CERTAIN RIGHTS AND REMEDIES. IN ADDITION, THE CONTRACT MAY CONTAIN CERTAIN WAIVERS, DISCLAIMERS AND/OR LIMITATIONS TO YOUR RIGHTS, REMEDIES AND WARRANTIES. CONTRARY TO THE TERMS AND PROVISIONS OF THE CONTRACT YOU MAY HAVE ADDITIONAL RIGHTS, REMEDIES AND WARRANTIES.

UTILITIES: Developer advises that these services are available as follows:

ELECTRICITY:

SUPPLIER: ARIZONA PUBLIC SERVICE

PURCHASERS' COSTS: ALL COSTS NOT BORNE BY SUPPLIER. Cost per Schedule #3 A.G.C. 4545 on file with Arizona Corporation Commission.

Purchasers are advised by the developer that electricity is approximately one mile from the development.

Harold Sanders of Arizona Public Service states in his letter dated October 3, 1994: "In response to your letters dated September 19, 1994 and September 27, 1994, the closest source would be in the Southeast quarter Section 17, Township 23 North, Range 4 West. We are presently serving a repeater station at this location on Mt. Floyd.

Electric power will be extended to the sections listed in letters upon request and after all applicable charges are collected.

UTILITIES (CONT.):

ELECTRICITY (CONT.):

All charges will be per Schedule #3, A.C.C. 4545, on file with the Arizona Corporation Commission. I have enclosed a copy for you. I have also enclosed maps showing the general locations of where existing power is in the area.

The distances given may vary due to the availability of rights-of-way and any permits required.

If you have any questions, please call me at 602-635-2667."

BOTTLED GAS:

SUPPLIER: FERRELLGAS

PURCHASERS' COSTS: Supplier advises: FERRELLGAS OF PRESCOTT AZ. WILL SUPPLY PROPANE TANKS AND PROPANE TO WESTWOOD RANCHES-PHASE II. WE HAVE A ONE TIME CHARGE OF \$48.00 FOR TANK INSTALLATION PER TANK. TANK RENT IS \$48.00 PER YEAR. PROPANE AS OF THIS DATE IS \$1.12 PER GALLON, WITH A 125 GALLON MIN. PROPANE TANKS ARE SET ON CONCRETE BLOCKS.

We have a one time fee of \$25.00 to deliver and set down of tank.

We have pre-formed slabs for \$45.00 if required. We also install lines and equipment at \$25.00 per hour, plus material.

All installations by our company or property owners must comply with local authority having jurisdiction.

TELEPHONE:

SUPPLIER: U.S. WEST COMMUNICATIONS

PURCHASERS' COSTS: ALL COSTS NOT BORNE BY SUPPLIER

UTILITIES (CONT.):

TELEPHONE (CONT.):

Purchasers are advised by the developer that telephone lines are approximately 10 miles from the proposed development and that purchaser must pay rates per tariffs on file with the Regulatory Agencies, provided that trenching and/or conduit for the placement of telephone facilities is furnished by applicant (purchaser).

Supplier advises on October 25, 1994 as follows: "Westwood Ranches - Phase II, a large residential undertaking to be located approximately 10 miles east of Seligman located in portions of Sections 1, 10, 11, 12, 15, 21, 27 and 28, T-23-N, R-4-W, and a portion of Section 7, T-23-N, R-3-W, G&SRM, Coconino County; consisting of unsubdivided land.

The following information is provided in accordance with the rules and regulations of the Office of Interstate Land Sales Registration, Section 1710.105, part VIII, Subparagraph D:

1. The above described property is OUTSIDE the operating area of U S WEST Communications, which is subject to regulation by the Arizona Corporation Commission and the Federal Communication Commission.
2. Per existing tariffs, all costs to provide telephone facilities for the above mentioned development, located OUTSIDE THE SELIGMAN EXCHANGE BOUNDARY, would be absorbed by the developer and/or property owners.
3. Telephone service is provided pursuant to the terms, conditions, rates and charges, including Zone Connection Charges, where applicable, as set forth in Telephone Company tariffs on file with the applicable regulatory agencies and will be provided to the above described property in accordance with said tariffs upon applications being made therefore; provided the developer furnishes trenching and/or conduit for the placement of telephone facilities. Furthermore, said facilities will be extended on a contractual basis.

Questions regarding extension of facilities should be directed to a Local Network Operations Engineer on (602) 779-4931."

UTILITIES (CONT.):

DEVELOPER HAS MADE NO PROVISIONS FOR THE INSTALLATION OR EXTENSION OF UTILITIES. BUYERS WILL BE REQUIRED TO BEAR ALL COSTS FOR INSTALLATION AND EXTENSION OF UTILITIES.

NOTE: CONTACT THE ABOVE UTILITIES REGARDING EXTENSION RULES AND REGULATIONS, SERVICE CONNECTIONS AND COSTS INVOLVED.

WATER:

SUPPLIER: STANDPIPE - HAULED WATER

Water is not available to this development from a municipal or private water company. The Arizona Department of Water Resources in its report of September 27, 1994 states: **SEE EXHIBIT "C" ATTACHED**

Utility Management & Operation Services, Inc. of Payson, Arizona reports on October 18, 1994: **SEE EXHIBIT "D" ATTACHED**

Prospective purchasers are advised to review the Revised Certificate of Water Right recorded in Docket 1345, Page 23.

SEWAGE DISPOSAL: Developer advises that Individual Sewage Disposal Systems are to be used for sewage disposal. There is no assurance that an individual system can be installed. Prior to purchase, you should contact the state and local Health Department for specifications and requirements. You should satisfy yourself as to the cost of installing the system.

Doug's Backhoe Service (Lic. #084604, 088569) of Paulden, AZ states in its letter dated October 26, 1994: "Regarding installation of 1000 gallon septic systems:

EXHIBIT "D"

AT & SF Railway Co. Aubrey Water Co. has contracted with Utility Management & Operations Services (UMOS) to operate and maintain their Seligman water system. Aubrey Water Co. maintains 4" standpipes located at the railway facilities in the town of Seligman. These standpipes are individually metered to provide water at a current cost of \$5.00 per thousand gallons. There are also standpipes operated by coin which dispense water at a current cost of \$5.00 per thousand gallons.

Aubrey water currently produces water from two wells at what is called the Canyon Mouth site. These two wells produce water at a rate of approximately 270 gallons per minute. The water is then pumped to a 30,000 gallon storage tank and then lifted to a 200,000 gallon storage tank in the town of Seligman.

At the present time there is adequate water to serve your ranches and other areas outside the CC & N of Aubrey Water Co through the use of these standpipes.

We look forward being of service and if I may provide any further information or assistance please contact me at our Payson office.

SEWAGE DISPOSAL (CONT.):

PERC TEST:	Dig two test holes to the specifications of Coconino or Yavapai County, including on site inspection	\$ 750.00
SEPTIC SYSTEM:	1000 gallon septic tank, leach rock, sewer and drain pipe, up to 1200 square feet of leach lines, digging, backfilling and labor, including permit	\$2,000.00
Total price for perc test and septic system	(Tax not included)	\$2,750.00

Prices are subject to change and do not include blasting."

NOTE: IF AN INDIVIDUAL SEWAGE DISPOSAL SYSTEM CANNOT BE INSTALLED, NO REFUND OF THE PURCHASE PRICE OF THE PARCEL WILL BE MADE.

SOLID WASTE DISPOSAL: Developer advises that no provisions have been made for solid waste disposal; the responsibility is the purchasers.

PUBLIC ROADWAY EASEMENTS: The developer has advised that the roadway easements have been dedicated for public use. Developer also advised that roadways will not be built.

The developer advises that any improvements will be the responsibility of the adjacent property owners when and if they choose to do so. Unmaintained roads deteriorate and may become impassable requiring alternate routes.

Prospective purchasers are advised that access may be interrupted during periods of heavy moisture.

Developer further advises: "Roads and utilities are not installed and will not be installed by the developer."

PUBLIC ROADWAY EASEMENTS (CONT.):

James R. Wise, Yavapai County Public Works Director advises: "You have requested the status of Old Highway 66 in the area of Crookton Road overpass near Seligman.

Arizona Department of Transportation (ADOT) has abandoned to Yavapai County the section of Old Highway 66 from Kingman to Ashfork by Resolution of Abandonment, No. 72-10, dated January 31, 1972, recorded in Book 726, Pages 79-82 of Official Records, in the office of the Yavapai County Recorder.

You have inquired what jurisdiction and control the County has regarding access to our roadways.

We do not have limited access in the same respect as ADOT.

However, if a developer builds a new road, relocates or improves an existing road that would intersect and actually connect with a County roadway, the developer would have to obtain a permit from the County to work within the County's rights of way.

I have received a request from Mr. Steve Manes to clarify the County's acceptance of the ADOT Recommendation of Abandonment #72-10, Kingman-Ashfork Highway/U.S. Highway 66.

The Board of Supervisors makes no formal acceptance of right of way received from ADOT through the abandonment procedure, A.R.S. §28-1902 A 5.

I have received an additional request from Mr. Steve Manes to further clarify the status of Old Highway 66.

Beginning at the time it was abandoned to the County from the Arizona Highway Department in 1972, Old Highway 66 has been considered a part of the Yavapai County roadway system. It is a public road under the control and management of the Board of Supervisors.

It is maintained as similar roadways are maintained in the County."

PROSPECTIVE PURCHASERS ARE ADVISED THAT HIGHWAY 66, AS IT APPLIES TO THIS LAND DEVELOPMENT, IS UNDER YAVAPAI COUNTY'S JURISDICTION. YOU SHOULD CONTACT YAVAPAI COUNTY CONCERNING ITS MAINTENANCE POLICY AND STANDARDS FOR HIGHWAY 66.

PROSPECTIVE PURCHASERS ARE ADVISED THAT THIS LAND DEVELOPMENT IS LOCATED IN COCONINO COUNTY AND ANY INTERIOR ROADWAY IMPROVEMENTS WILL BE UNDER COCONINO COUNTY JURISDICTION.

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FIRE PROTECTION: The developer advises that fire protection is not available to this development.

SCHOOLS: The developer advises it is approximately 14 miles to the Seligman Elementary School; 14 miles to the Seligman Junior High School; 14 miles to the Seligman High School; and that school bus service is not available to the schools.

NOTE: YOU SHOULD CONTACT THE LOCAL SCHOOL BOARD REGARDING SCHOOL FACILITIES AND BUS SERVICE.

SHOPPING FACILITIES: Developer advises that the nearest community shopping center is approximately 14 miles from the development in Seligman.

PUBLIC TRANSPORTATION: Developer advises that public transportation is not available.

USE: Developer advises that the property will be offered for recreational use and that you will be permitted to occupy your parcel upon purchase.

TAXES AND ASSESSMENTS: Developer further advises that you will be obligated to pay approximately:

\$7.6853 per \$100.00 of assessed valuation annual Property Tax.
Based on 1994 Tax Rate.

NOTE: AMOUNT OF TAXES AND ASSESSMENTS SET FORTH ABOVE ARE APPROXIMATE ONLY AND SUBJECT TO CHANGE.

SPECIAL NOTE: THIS DEPARTMENT RECOMMENDS THAT YOU SEE BEFORE BUYING.

PLW:fod

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