



**Arizona Department of Real Estate (ADRE)
Development Services Division**

www.azre.gov

100 N. 15th Ave. Suite 201
PHOENIX, AZ 85007

KATIE HOBBS
GOVERNOR

SUSAN NICOLSON
COMMISSIONER

UNSUBDIVIDED LANDS DISCLOSURE REPORT

(Public Report)

FOR

Wickenburg Mountain Ranch

Registration No. DM23-061527

DEVELOPER

Wickenburg Mountain Ranch, LLC
6245 North 24th Parkway #205
Phoenix, Arizona, 85016

Effective Date: July 17, 2023

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. NOTE that not all of the information in this document has been verified by the Department; certain information has been accepted by the Department as true and accurate based on attestation of the developer and/or the developer's agents. 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.

THE ARIZONA DEPARTMENT OF REAL ESTATE

REQUIRES THAT:

1. You BE GIVEN this public report;
2. YOU SIGN A RECEIPT indicating that you received this report;

RECOMMENDS:

1. You DO NOT SIGN ANY AGREEMENT before you have read this report;
2. You see the EXACT PROPERTY you are interested in BEFORE SIGNING any document for lease or purchase.

ARIZONA LAW STATES:

1. THE SALE OR LEASE OF UNSUBDIVIDED LANDS PRIOR TO ISSUANCE OF THIS REPORT OR FAILURE TO DELIVER THIS REPORT TO YOU SHALL RENDER THE SALE OR LEASE RESCINDABLE BY YOU. ACTION TO RESCIND MUST BE BROUGHT WITHIN 3 YEARS FROM DATE OF EXECUTION OF PURCHASE AGREEMENT.
2. CONTRACTS OR AGREEMENTS FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)* MAY BE RESCINDED BY YOU WITHOUT CAUSE BY SENDING OR DELIVERING WRITTEN NOTICE OF RESCISSION BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE SIGNING.
3. IF YOU HAVE SIGNED A PURCHASE AGREEMENT FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)* PRIOR TO INSPECTING THE LOT, YOU HAVE SIX MONTHS TO INSPECT AND UPON INSPECTION MAY RESCIND THE PURCHASE AGREEMENT.

* A contract or agreement for purchase of a lot, which includes a building or obligates the seller to complete construction of a building within two years from the contract date, does not constitute the purchase of an unimproved lot. Therefore, if your purchase includes a lot and a building or a building to be built, you are not entitled to the rescission rights described in paragraphs 2 and 3.

GENERAL

This report includes: This report includes: Parcels 1 through 14, Wickenburg Mountain Ranch, according to the Record of Survey recorded as Instrument #2023-0217794, on April 27, 2023, in the Official Records of Maricopa County, State of Arizona.

The map of this development: is recorded as Instrument #2023-0217794, on April 27, 2023, in the Official Records of Maricopa County, State of Arizona. Information on said map includes, **in part:**

The undersigned, as owner of the land described on this Survey Map, hereby creates and grants the following permanent easements, which shall run with the land:

GRANT OF EASEMENTS

The undersigned, as owner of the land described on this Survey Map, and made a part hereof, hereby creates and grants the following permanent easements, which shall run with the land:

For ingress, egress and utilities, as to any easement shown on this Survey Map as 30 ft. or greater in width for the benefit of the Public and, PIONEER TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust Number 9335, WICKENBURG MOUNTAIN RANCH, LLC, an Arizona limited liability company, it's invitees, successors and assigns; RDS INC, an Arizona Corporation, it's invitees, successors and assigns; and the owners and their heirs, invitees, successors and assigns of any parcels shown on this Survey Map, and for the benefit of other properties, adjoining or non-adjoining, as may be solely designated by WICKENBURG MOUNTAIN RANCH, LLC, it's successors and assigns; or RDS INC, it's successors and assigns; or PIONEER TITLE AGENCY, INC., as Trustee under Trust Number 9335, which easements shall inure to the respective heirs, successors, assigns, and invitees of the above benefited parties, and for the benefit, installation, operation and maintenance of utilities by utility providers, public or private, including suppliers of electricity, telecommunications, water and sewer, and their successors and assigns;

all dedicated roadways within platted ingress and egress easements as shown on this Survey Map, shall be privately maintained by the Wickenburg Mountain Ranch Property Owner's Association, and shall not be dedicated to or maintained by the Town of Wickenburg.

to utility suppliers, their successors and assigns, an easement for guy wires and anchors within 100 ft. of any parcel boundary as shown on this Survey Map; and

for conservation easements for wildlife, livestock and non-commercial equestrian use as to any easement shown on this Survey Map as 30 ft. or greater in width shall be for the benefit of WICKENBURG MOUNTAIN RANCH, LLC, it's invitees, successors and assigns; or RDS INC, it's invitees, successors and assigns; or PIONEER TITLE AGENCY, INC., as Trustee under Trust Number 9335; and the owners of any of the parcels shown on this Survey Map, and their respective heirs, successors, assigns and invitees.

Any Trail Easement as shown on this Survey Map is dedicated as a non-motorized easement and for Equestrian and Bridle use and is dedicated to the Public for such use only.

No fences or other like obstruction shall be placed or constructed within or across any easement referred to above or as otherwise shown on this Survey Map, without prior authorization from the undersigned, its successors and assigns, or WICKENBURG MOUNTAIN RANCH, LLC, it's successors and assigns; or RDS INC, it's successors and assigns

This development is approximately 522.06 acres in size. It has been divided into 14 Parcels. Parcel boundaries are staked and identified at all corners.

Multipurpose Non-Fencing Easement – Easements for the purpose of Roads, Utilities, Drainage, Conservation and Wildlife, Cattle, Egress and Ingress, Horseback Riding and Hiking, ARE NOT TO BE FENCED OFF.

YOU ARE ADVISED TO OBTAIN A COPY OF THE RECORDED MAP AND CORRECTION DOCUMENTS, IF ANY, AND NOTE ALL EASEMENTS, RESTRICTIONS AND STATEMENTS CONTAINED THEREIN.

DEVELOPMENT LOCATION

Location: Located in Section 13, T7N, R5W, and a Portion of Section 18, T7N, R4W of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. Located in the Town of Wickenburg, approximately 45 miles Northwest of Phoenix, Arizona, located at the southern terminus of Kellis Road, and approximately 1.5 miles south of State Route 60.

DEVELOPMENT CHARACTERISTICS

Topography: In a letter dated May 10, 2023, from C. Bryan Goetzenberger, Registered Land Surveyor, Alliance Land Surveying, LLC, states:

RE: Wickenburg Mountain Ranch being a portion of Sections 13, Township 7 North, Range 5 West and a portion of Section 18, Township 7 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

Soil Conditions: Hard packed dirt with rocky granite outcroppings, sandy wash bottoms.

Vegetation: Scattered Creosote bushes, Palo Verde, Ironwood and Mesquite trees, with Ocotillo and Saguaro cactus.

Terrain: In general, the terrain is steep hills with washes throughout. The washes run generally East, Northeast in the direction of the Hassayampa River. The elevation range is from 2,000ft to 2,600ft.

Access by conventional Vehicle: Access to the property is gained along a paved road known as Kellis Road. The roads throughout the project are dirt with culverts and low water crossings. Portions of the property could be impaired during periods of heavy rain.

YOU ARE CAUTIONED TO ASSURE, YOURSELF BY PERSONAL OBSERVATION OR OTHER METHODS OUTSIDE THIS REPORT, OF THE USABILITY FOR YOUR NEEDS OF THE PARCEL IN WHICH YOU MAY BE INTERESTED.

Flooding and Drainage: Flooding could occur in low lying areas on the lots during periods of heavy sustained rainfall. The development is not downstream from any existing flood structure or dam.

Nathan Logan, Professional Engineer, with J.E. Fuller, 8400 S. Kyrene Rd, Suite 201, Tempe, AZ 85284, in his letter dated May 1, 2023, states:

This letter serves to fulfill the requirements of the State of Arizona Department of Real Estate as it relates to drainage for the above referenced development. It certifies the drainage conditions, to the best of my knowledge, for the Wickenburg Mountain Ranch, an unsubdivided development located in Section 13, Township 7 North, Range 5, West and Section 18, Township 7 North, Range 4, West of the Gila and Salt River Meridian, within the Town of Wickenburg in Maricopa County, Arizona.

There are special flood hazard (SFH) areas on the Wickenburg Mountain Ranch Site that have been identified by FEMA. The special flood hazards for the site are shown on FEMA Flood Insurance Rate Map (FIRM) panels 04013C0328M and 04013C0329M and consist of Turtleback Wash and Wash Q. Both washes are SFH zones AE with Regulatory Floodway. FEMA will regulate each area and a mortgage lender will require Flood Insurance for structures within these zones. The on-site area outside of the FEMA Zone AE and Regulatory Floodway are designated as Zone X Shaded, which FEMA does not regulate, and a mortgage lender may not require Flood Insurance. The FEMA definition for each SFH zone is as listed below:

***Zone AE** – Areas subject to inundation by the 1% annual chance flood event determined by detailed methods. The base floodplain where base flood elevations are provided.*

***Regulatory Floodway** – means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.*

***Shaded Zone X** - Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.*

The FEMA regulatory 100-year floodplains (Zone AE and Floodway) are shown on the Record of Survey of this property. The FEMA floodplains are managed by the Flood Control District of Maricopa County (FCDMC) for the Town of Wickenburg. Development and construction within the FEMA regulatory floodplains are managed through the FCDMC floodplain use permit process.

Residential structures are not allowed in the Regulatory Floodway. However, the parcels on the Wickenburg Mountain Ranch Site appear to have many locations throughout each parcel that are conducive to residential home development that would be free from flood hazards. Building or developing improvements should be avoided in lower lying areas where water could pond or flow. Buildings and site improvements should also be constructed in a manner as to not impede runoff flows and should be graded to drain storm water away from buildings. It is recommended that lot owners contact FCDMC for additional information related to building and drainage requirements.

Soils: The subdivision parcels are not subject to subsidence or expansive soils. The soil consists mainly of sandy and gravelly loam and sandy clay.

Adjacent Lands: Surrounding lands are generally used for residential, recreational, equestrian uses and cattle ranching. Activities associated with raising cattle and horses, include noise, dust, and odors. Arizona State Trust Land and Bureau of Land Management Land border on the south side of the development.

Property to the north and west is zoned for residential homes R1-35 or R1-175 and is currently subdivided. Further subdividing is possible. Highway 60 is approximately 1/4 mile to the east and 1.5 miles north of the development. The Hassayampa River lies directly east of the development. The Atchison Topeka and Santa Fe Railroad Line borders the eastern boundary of the development and is currently operational. The Town of Wickenburg operates a water/wastewater treatment plant which borders the northeast corner of the development. All the above uses may create noise, dust or odors. There are cellular communications towers located in the Wickenburg area.

Any parcels as shown on the Record of Survey and labeled as an “Exception”, or “Not a Part” are currently not part of this development.

High Voltage Lines: There are no existing or known proposed high voltage power lines (115kv or greater) or any existing or known proposed substations (115kv or greater) within the boundary of the subdivision or within 1/2 miles of the subdivision boundary.

There are no natural gas pipelines within 500 feet of the subdivision boundaries.

AIRPORTS

Military Airport: No military airport in the vicinity as defined in A.R.S. 28-8461.

Public Airport: Wickenburg Municipal Airport, is located in the vicinity as defined in A.R.S. 28-8486. Located approximately 4-miles northwest of the development.

Airport: Sky Harbor Airport, Phoenix, AZ, approximately 50 miles to the southeast.

UTILITIES

Electricity: The developer will **NOT** be paying for the cost of, or extending any power lines to, or within, the development.

In an email and letter dated April 26, 2023, from Dawn Meyer, APS Customer Construction 835 N. Tegner St, Wickenburg, AZ 85390, (602) 371-6200 and (602) 371-5398, Dawn.Meyer@aps.com www.aps.com, the following information was provided:

SERVICE REQUEST TO SERVE PARCELS: WICKENBURG MOUNTAIN RANCH LOTS 1-14 (being a portion of Lewis Addition) A portion of Section 13, Township 7 North, Range 5 West & a portion of Section 18, Township 7 North, Range 4 West of the Gila, and Salt River Base and Meridian, Maricopa County, Arizona.

To Whom It May Concern, The above referenced project is located in Arizona Public Service Company's electric service area. The Company extends its lines in accordance with the "Conditions Governing Extensions of Electric Distribution Lines and Services," Schedule 3, and the "Terms and Conditions for the Sale of Electric Service," Schedule 1, on file with the Arizona Corporation Commission at the time we begin installation of the electric facilities.

Application for the Company's electric service often involves construction of new facilities for various distances and costs depending upon customer's location, load size and load characteristics. With such variations, it is necessary to establish conditions under which Arizona Public Service will extend its facilities.

The enclosed Schedule 3 policy governs the extension of overhead and underground electric facilities to customers whose requirements are deemed by Arizona Public Service to be usual and reasonable in nature.

Please call Mike Sosnicki at (602)371-6204 with any questions or so that we may set up an appointment to discuss the details necessary for your project.

Estimated costs parcel purchaser will have to pay for completion of facilities to the parcel line:

Underground: The engineering, design and cost can only be determined by APS upon receipt of a specific lot plan and the proposed use for the parcel. The Town of Wickenburg currently requires power lines to be installed underground, and not overhead. It is the responsibility of the applicant to provide any trench and conduit work required and to pay the costs associated with installing power to the parcel line. The development is subject to subsurface rock which may result in higher trenching costs.

Estimated costs parcel purchaser will have to pay for completion of facilities from parcel line to the dwelling:

Underground: The engineering, design and cost can only be determined by APS upon receipt of a specific lot plan and the proposed use for the parcel. The Town of Wickenburg currently requires power lines to be installed underground, and not overhead. It is the responsibility of the applicant to provide any trench and conduit work required and to pay the costs associated with installing power to the parcel line. The development is subject to subsurface rock which may result in higher trenching costs.

APS currently has available to customers who are building a single-family residential structure and who meet the qualifications, a \$10,000 credit towards the extension of power. Please contact APS for additional information.

A lot purchaser may have to pay for a Service Establishment fee which be assessed by APS when service is requested. A credit check is typically required for new service to determine if a deposit will be required. If moving from a current APS service area, you will need your account number that is available at the top of your last billing statement. Minimum monthly service billing ranges from Tier 1 – less than 600kWh used per month is 11.29 cents per kWh. Tier 2 – from 601-999kWh per month is 12.282 cents per kWh. Tier 3 – over 1,000kWh per month is 13.478 cents per kWh. Further costs depend on the residential service plan chosen, plus the cost of electricity used and any other applicable taxes or fees. Utility fees are subject to change and are outside of the control of the developer.

The developer has funded the Wickenburg Mountain Ranch Property Owner's Association "Association", an amount of \$200,000, "Funds". The Funds shall be held in the Association's bank account and may be used by any Association member in good standing, wishing to extend a power line to the member's property, as a contribution towards the cost of the installation of power to the member's parcel line as per APS extension design and specifications for the member's parcel. See Exhibit "B" attached for the Extension Policy in full.

Telephone: The developer will **NOT** be paying for the cost of, or extending any telecommunications facilities to, or within, the development.

There are cellular towers generally north of the development and cellular telephone signals obtainable within the development. Prospective purchasers shall make their own determination as to the suitability of cellular telephone usage and signal strength, if any, on any parcel or within the development. Buyer shall determine their own carrier and any costs associated with such service. The costs of any service shall be paid by the buyer. Developer makes no claims as to the suitability of any cellular telephone service or its cost.

Internet service is available via Starlink, <https://www.starlink.com/>. Starlink Residential service costs between \$90-\$120 per month, with a \$599 one-time equipment fee. Monthly pricing is determinative based on the internet usage of the surrounding area.

Gas: Natural gas is not available to this subdivision. Propane gas is to be used. In an email from David, dated May 17, 2023, the following information was provided: liquid petroleum gas supplier in the project's area is Yavapai Bottle Gas, 2170 N. Concord Dr., Ste B Dewey, AZ 86372. 928-776-9007. <https://www.yavapaigas.com>. The current rate for

propane is \$2.89 per gallon for customers owning tanks or with leased tanks, \$2.49 per gallon for the first fill when renting or purchasing a tank with Yavapai Bottle Gas. The rental charge for a 250-gallon tank or 500-gallon tank is approximately \$80 per year, plus tax. All future propane deliveries must be from Yavapai Bottle Gas when leasing their tanks. Purchase price for a 250-gallon tank is approximately \$2,505.00, plus tax. Purchase price for a 500-gallon tank is approximately \$4,167.00, plus tax. Set-up and installation cost, including labor charges and pressure checking the lines, when renting is \$45 per tank, set-up and installation is free with the purchase of a tank. All prices are quoted for above ground tanks. The total cost for initial service would vary with the price of propane and the soil condition of each particular parcel.

Water: In a letter dated May 19, 2023, from Doug Roberts at Universal Drilling, Inc., 520 N. Frontier Street Wickenburg, AZ 85390. 928-684-2886, <https://www.universaldrilling.com/> A residential water well air rotary drilled and cased with 5" PVC, constructed to a depth of 400-feet will cost approximately \$23,275.00, including permitting. Price is subject to change.

In a letter dated May 24, 2023, from Taylor Roberts at Copper State Pump and Well Service, 520 N. Frontier St, Wickenburg, AZ 85390. 928-232-0026. Outfitting a water well as described above, including a 3hp 20-gpm submersible pump, controller, drop pipe and cable, 20-gallon pressure tank and the necessary fittings, valves, well seal and other miscellaneous items will cost approximately \$11,806, with tax. Price is subject to change.

All residences at the time of construction are required to install an automatic residential sprinkler fire suppression system approved by the Town of Wickenburg and to install and maintain a water storage system capable of storing a minimum of 2,500 gallons of water to provide a water supply for the sprinkler system. The interior fire sprinkler system would be designed for the size of the home being constructed. The costs of the fire suppression system with tank may be determined after the size of the home and flow requirements are known and system is designed.

Sewage Disposal: In an email dated June, 8, 2023, Dan McRann of McRann Excavating, P.O. Box 1964, Wickenburg, AZ 85358, 928-684-5948; 928-671-1018, <https://www.facebook.com/mcrannexcavating/> provided the following information. Based on a 2,000 square foot, 3-bedroom home, the cost to install a conventional septic system will run from \$10,000 to \$25,000, plus perc test/engineering cost and permits of approximately \$3,500. The cost to install an alternative septic system will run from \$18,000 to \$45,000, plus perc test/engineering cost and permits of approximately \$3,500 to \$5,000. Hard digging or jackhammering will add additional cost if rock requiring such is encountered upon excavation.

Surface and subsurface rock is evident on the property and varies with the topography. Buyer should consult the installer or other professional advice when considering a potential home building site. The large parcels present many options for sighting of homes.

All dwellings, and recreational vehicles/motor homes, camping trailers, or travel trailers shall discharge waste water into a County-approved septic sewage disposal system to be installed

by and at the expense of the Parcel Owner. The discharging of waste water onto any property in Wickenburg Mountain Ranch is absolutely prohibited.

Prior to installation, all on-site wastewater disposal systems shall be subject to review and approval by the Maricopa Department of Environmental Health and/or the Town of Wickenburg.

THE ABOVE COSTS ARE SUBJECT TO CHANGE BY SERVICE PROVIDERS. YOU SHOULD CONTACT THE ABOVE PROVIDERS REGARDING EXTENSION RULES AND REGULATIONS, SERVICE CONNECTIONS AND COSTS INVOLVED.

ROADS AND DRAINAGE

Access to the Development: From Phoenix, AZ, via highway 60, approximately 50 miles northwest to Kellis Road and south 1.5 miles to the development. From Flagstaff AZ, via highways 17 south to highway 74, west to highway 60, approximately 150 miles to Kellis Road and south 1.5 miles to the development. The access routes are complete. Purchaser's maintenance costs are included in the property taxes assessed on purchased parcels and the annual POA dues assessed to each parcel.

An Easement Agreement dated June 2, 1993, was recorded on June 3, 1993, as document 93-0349887, and re-recorded on July 7, 1993, as document 93-0447231, in the Official Records of Maricopa County, State of Arizona. The Easement Agreement grants a perpetual 60-foot wide easement (Easement Parcel/Access Road) for ingress and egress and utilities for access to Wickenburg Mountain Ranch. The Easement Parcel contains the existing Access Road that runs through the residential development known as Turtleback Mountain Ranch. The Easement and Access Road, though currently public, are privately maintained by the Turtleback Mountain Ranch Property Owner's Association. The Easement Agreement conditions provide in part, that owners of property in Wickenburg Mountain Ranch may at their sole expense, make improvements to the Access Road. Should such improvements be made, the owners of Wickenburg Mountain Ranch shall be responsible for 70% of the ongoing maintenance of those improvements made to the Access Road and the Turtleback Mountain Ranch Property Owner's Association shall be responsible for 30% maintenance of those improvements made to the Access Road. Notwithstanding, the forgoing, this Easement Agreement shall not require, and the validity of the Easement is not conditioned upon, the owners of property in Wickenburg Mountain Ranch to utilize the Easement or cause the construction of any improvements in furtherance thereof. This Easement Agreement is attached as Exhibit "C".

Access within the Development: Roads within the development are bladed and graded dirt. The roads are a public easement and privately maintained. The roads have been completed by the developer and shall be maintained by the Wickenburg Mountain Ranch Property Owners Association. Purchaser's cost is included in the Wickenburg Mountain Ranch Property Owners Association annual assessment. The annual assessment is initially set at \$1,500 per parcel.

In order to assist the Turtleback Mountain Ranch Homeowner's Association with the maintenance of the Access Road, from every Association parcel's annual assessment, \$250 per parcel will be specifically allocated for assistance in the maintenance of the Access Road through Turtleback Mountain Ranch. Should the Town of Wickenburg ever formally accept the full responsibility of maintaining the Access Road, the Association shall cease allocating the \$250 per parcel per year for the maintenance of the Access Road.

Access by conventional vehicles is provided by graded dirt roads within existing public road easements. These roads, including drainage devices, if any, have been completed by the developer and are maintained by Wickenburg Mountain Ranch Property Owners Association. The Developer advises that the interior roads are not built to Town/City/County or any other minimum road construction, engineering standards, or widths and grades. Buyer shall solely determine the suitability of the roads for their intended use, prior to purchase. Access may be temporarily interrupted during periods of precipitation due to rain, snow or muddy conditions or drainages flowing with storm water runoff. The developer is not responsible for any further road construction, improvements, maintenance, or any associated costs.

A prior transfer of this property in the 1990's created a private road and easement for public utilities. The current Wickenburg Mountain Ranch Record of Survey created new recorded easements for roads and public utilities based on current terrane contour surveying and the roads have been constructed within the easements. While the new easements generally follow the old private easement alignment, they deviate from the old easement in spots due to terrain considerations. Segments of the old easements remain where no road has been constructed as part of this development. While the old easements affect parcels 1, 2, 3, 4, 5, 12, 13 and 14, the access roads for this development lay within the easements created by the Wickenburg Mountain Ranch Record of Survey and serve as access to each parcel.

The developer has applied to the Town of Wickenburg for a grading permit and to Maricopa County Flood Control District for a Floodplain Use Permit for the portion of the road through Turtleback Wash. The County is processing the application. Once the County issues the Floodplain Permit, the Town will issue the grading permit. Until the grading permit is issued, the Town of Wickenburg will not approve building permits in this development.

Flood and Drainage: Drainage facilities within the subdivision will be provided by culverts. Developer is responsible for completion of these culverts at no cost to the lot purchaser, and installation is completed. Ongoing maintenance costs will be paid through the annual Association fees.

Arizona State Trust Land: The Arizona State Land Department administers over 9.3 million acres of State Trust Land. This is not public land. Trust land may be subject to future development and may not be preserved or saved for open space without compensation.

A person must have prior approval to use State Trust Land. Temporary recreational use is allowed with certain restrictions and conditions through purchase of a recreational permit. Use of State Trust Land without proper approval is a trespass.

MANY ROADS ON RURAL TRUST LANDS ARE NOT LEGAL TRAVEL ROUTES, EXCEPT FOR STATE LESSEES AND HUNTERS, AND DO NOT PROVIDE LEGAL ACCESS TO PRIVATE LAND. STATE TRUST LAND MAY BE SOLD OR LEASED FOR USES WHICH MAY EXCLUDE RECREATION. RECREATION IS A TEMPORARY USE THAT MAY BE TERMINATED AT ANY TIME.

For additional information, visit the State Land Department web page at www.land.state.az.us, or call (602) 542-4631.

COMMON, COMMUNITY AND/OR RECREATIONAL FACILITIES

Additional Facilities: Roads, and gate are for the use of association members. The facilities are complete. Continued maintenance of any existing or future common facilities and amenities will be the responsibility of the Wickenburg Mountain Ranch Property Owners Association, including the shared maintenance of the existing access road through Turtleback Mountain Ranch. Costs are paid through annual Property Owners Association assessed dues on each parcel. The developer is not responsible for any further improvements in the development.

ASSURANCES FOR COMPLETION

Assurances for Completion of Development Facilities: Already complete.

Assurances for Maintenance of Development Facilities: Via the annual dues assessed through the Wickenburg Mountain Ranch Property Owners Association.

LOCAL SERVICES AND FACILITIES

Schools: Hassayampa Elementary School, 195 E Coconino St, Wickenburg, AZ 85390, (928) 684-6750, FAX 928-684-6791. <https://www.wickenburgschools.org/Domain/9>, located approximately 2.5 miles north of the development. Vulture Peak Middle School, 920 S. Vulture Mine Rd., Wickenburg, AZ 85390, 928-684-6700, FAX 928-684-6746, located approximately 4.5 miles west of the development. <https://www.wickenburgschools.org/Domain/10>. Wickenburg High School, 1090 S. Vulture Mine Rd, Wickenburg, AZ 85390, 928-684-6600. <https://www.wickenburgschools.org/Domain/11>, located approximately 5 miles west of the development. All schools are located in Wickenburg, AZ. <https://www.wickenburgschools.org/Page/1>.

PURCHASERS ARE ADVISED THAT SCHOOL BOUNDARIES AND SCHOOL BUS TRANSPORTATION MAY CHANGE. YOU SHOULD CONTACT THE HASSAYAMPA ELEMENTARY SCHOOL, 928-684-6700. THE VULTURE PEAK MIDDLE SCHOOL, 928-773-8250, OR THE WICKENBURG HIGH SCHOOL, 928-684-6600, REGARDING THE CURRENT LOCATION AND AVAILABILITY OF BUS SERVICE.

Public Transportation: There is no Public Transportation available to the subdivision. Closest Bus Line: Valley Metro Bus Line station 571, 13327 W Bell Rd, Surprise, AZ 85374,

<https://www.valleymetro.org/maps-schedules/571>, located approximately 35 miles southeast of the development. Closest Airport: Wickenburg Municipal Airport, 3410 W Wickenburg Way, Wickenburg, AZ 85390, located approximately 6 miles west of the development. Closest Greyhound Bus Line: Phoenix Bus Station, 2115 E Buckeye Rd, Phoenix, AZ 85034, https://www.greyhound.com/en-us/bus-station-860431?utm_source=google&utm_medium=distrib&utm_campaign=google-distrib, located approximately 70 miles southeast of the development. Closest Amtrak Train Service: MRC Station, 19427 North John Wayne Parkway Maricopa, AZ 85139, <https://amtrakguide.com/stations/maricopa-amtrak-station/>, located approximately 100 miles southeast of the development.

Shopping Facilities: Customary food, groceries, clothes, hardware, restaurants, gas stations and other shopping stores, are located throughout the heart of Wickenburg, AZ, approximately 2 miles north of the development.

Medical: Hospitals, Wickenburg Community Hospital, 520 Rose Lane Wickenburg, Arizona 85390, 928-684-5421, <https://www.wickhosp.com/providers/>, located approximately 3 miles north of the development. Clinics, Truly Well Family Care, 38 N Jefferson St. Wickenburg, AZ, 85390, 928-668-6083, <https://trulywell.health>, located approximately 2 miles north of the development. Adelante Healthcare, 811 N. Tegner, Ste. 113 Wickenburg, AZ 85390, 480-964-2273, <https://adelantehealthcare.com/locations/wickenburg/>, located approximately 3 miles north of the development.

Fire Protection: by Town of Wickenburg Fire Department. Available by calling 911, non-emergency: (928) 684-7702, 734 W Wickenburg Way Wickenburg, AZ, 85390. <http://ci.wickenburg.az.us/1397/Fire-Department>.

Police Service: by Town of Wickenburg Police Department. Available by calling 911, 24/7 non-Emergency: (928) 684-5411, Fax: (928) 259-2416 1980 W. Wickenburg Way Wickenburg, AZ 85390. <https://www.wickenburgaz.gov/1411/Police-Department>.

Ambulance: Available by calling 911.

Garbage Services: Town of Wickenburg Public Services Department. (928) 668-0556, 155 N Tegner St., Ste A Wickenburg, AZ 85390, <https://www.wickenburgaz.gov/1435/Trash-Recycling>.

Residential:

Solid Waste Collection serviced on Monday or Tuesday, Recycling Collection serviced on Wednesday or Thursday, collected curbside once weekly per service, schedule adjusted on holidays. Rental and collection of a 90-gallon trash or recycle can is approximately \$19.60 a month per can, plus \$1.50 a month fee if recycling, additional fees may apply. Please visit the website link stated above for additional rules and regulations for trash and recycle service. Additional trash collection services can be requested, for a fee.

LOCATIONS AND COSTS OF THE ABOVE SERVICES AND FACILITIES MAY CHANGE. YOU SHOULD VERIFY THEIR CURRENT LOCATIONS AND COSTS PRIOR TO PURCHASE.

DEVELOPMENT USE AND RESTRICTIONS

Use: Unimproved (vacant) parcels of 36 acres or larger. These parcels are intended for residential, recreational or agricultural use.

ALL OF THE DEVELOPMENT IS LOCATED IN AN OPEN RANGE AREA UNDER WHICH LIVESTOCK MAY ROAM AT LARGE UNDER THE LAWS OF THIS STATE. BUYERS ARE ADVISED THAT IF THEY WANT TO KEEP RANCHERS LIVESTOCK OFF THEIR PROPERTY, AND TO KEEP THEIR LIVESTOCK ON THEIR OWN LAND, IT MUST BE FENCED ACCORDING TO LEGAL RANCH OR PROPERTY OWNER ASSOCIATION MANDATED FENCE STANDARDS.

THE MINERAL RIGHTS IN THIS SUBDIVISION WILL NOT BELONG TO THE PURCHASERS OF THESE LOTS. THE EXERCISE OF THE RIGHT TO EXTRACT THESE MINERALS COULD AFFECT THE USE, ENJOYMENT AND VALUE OF YOUR LOT.

Conditions, Reservations and Restrictions: The Declaration of Covenants, Conditions and Restrictions affecting Wickenburg Mountain Ranch have been recorded as Instrument #2023-0355084, on July 7, 2023, in the official records of Maricopa County, Arizona. Arizona.

PROSPECTIVE PURCHASERS ARE ADVISED TO OBTAIN AND READ ALL THE RECORDED CC&R'S WHICH AFFECT THE PROPERTY AND CONTAIN THE FULL TEXT OF ALL OF THE COVENANTS, CONDITIONS AND RESTRICTIONS ON THE PROPERTY.

NOTE: PROSPECTIVE PURCHASERS ARE ADVISED THAT ANY SPLITTING, DIVISION, ETC. OF ANY LOT HEREIN MAY COME UNDER JURISDICTION OF THE TOWN OF WICKENBURG, MARICOPA COUNTY AND/OR THE STATE OF ARIZONA. YOU ARE ADVISED TO CONTACT THE ABOVE AND ANY OTHER APPLICABLE AGENCIES PRIOR TO ANY SUCH ACTIVITY TO DETERMINE ANY APPLICABLE JURISDICTION.

The development is zoned R-175, 175,000 square feet minimum parcel size, which is approximately 4-acres in size. However, the Declaration of Covenants, Conditions and Restrictions "CC&R's" of Wickenburg Mountain Ranch provide for a minimum parcel size of 8-acres, which shall be the minimum parcel size allowed. Any future land divisions shall comply with the minimum standards of the Town of Wickenburg Zoning Ordinance and this development's CC&R's. A Land Division Permit application shall be first approved by the Wickenburg Mountain Ranch Property Owner's Association. If approved, it shall be submitted to and approved by the Community Development Department and the Planning and Zoning

Commission and/or the Town Council of the Town of Wickenburg, prior to any land division being allowed and recorded.

The land in this development is subject to a livestock grazing deed reservation. Buyers are advised that if they want to keep a rancher's livestock off their property, and to keep their livestock on their own land, as required, it must be fenced according to legal ranch fence standards as required in the purchase agreement, and according to the standards put forth in the development's Covenants, Conditions and Restrictions.

Restrictions and Other Matters of Record: Conditions, reservations and restrictions that may run with the land including Town, 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 Maricopa County Recorder. Information about zoning may be obtained from the Town of Wickenburg if recorded as cited in the following title exceptions and per the survey map.

TITLE

Title to this development is vested in Pioneer Title Agency, an Arizona corporation, as Trustee under Trust #9335.

Subdivider's interest in this subdivision is evidenced by: A second beneficial interest under Pioneer Title Agency Trust #9335.

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 title are listed in the Preliminary Title Report dated July,14, 2023, issued by Pioneer Title Agency, Inc. As a prospective purchaser, you should obtain a title report and examine the effect of the listed exceptions.

EXCEPTIONS: SEE EXHIBIT "A" ATTACHED

Liens and encumbrances: None. Property will be conveyed free of any liens or encumbrances.

METHOD OF SALE OR LEASE

Sales: Sales will be made with a Special Warranty Deed, Note and Deed of Trust, an inspection/visitation statement and any other documents deemed necessary to complete the purchase. Title will be conveyed to purchaser by a Special Warranty Deed, upon full payment of purchase price.

Use and Occupancy: Purchaser will be able to use and occupy their lot upon close of escrow. All parcels may be used for residential, recreational and agricultural use.

THE PURCHASE CONTRACT IS A BINDING AGREEMENT. CONTRARY TO THE TERMS AND PROVISIONS OF THE CONTRACT, YOU MAY HAVE ADDITIONAL RIGHTS, REMEDIES AND WARRANTIES PROVIDED BY LAW. READ THOROUGHLY BEFORE SIGNING. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE PRIOR TO COMMITMENT TO PURCHASE.

TAXES AND ASSESSMENTS

Real Property Taxes: The combined primary and secondary property tax rate for this subdivision for the year 2022 is \$7.5883 per \$100.00 assessed valuation. The estimated property tax for an unimproved lot (vacant), based on the above tax rate and average sales price of \$695,000, is approximately \$2,500 per year.

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

PROPERTY OWNERS ASSOCIATIONS

Name and Assessments: Wickenburg Mountain Ranch Property Owner's Association. Property owners will be required to pay annual assessments per parcel owned, initially set in the amount of \$1,500 per parcel.

PAYMENTS TO PROPERTY OWNERS ASSOCIATIONS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH RECORDED RESTRICTIONS. SAID ASSOCIATION MAY ALSO IMPOSE SPECIAL ASSESSMENTS.

Control of Association: Control of the Association will be turned over to the Property Owners when 85% of the lots have been sold, including future annexations, or upon voluntary turnover by the developer. Developer retains the right to annex additional tracts of land into the Association, or grant access into other lands.

PROSPECTIVE PURCHASERS ARE ADVISED TO READ THE RECORDED DECLARATION OF RESTRICTIONS, ASSOCIATION ARTICLES OF INCORPORATION, ASSOCIATION BYLAWS FOR THIS DEVELOPMENT TO DETERMINE THE RIGHTS OF PARCEL OWNERS TO PARTICIPATE IN THE CONTROL OF THE PROPERTY OWNER'S ASSOCIATION AND TO DETERMINE THE RIGHTS, DUTIES AND LIMITATIONS OF OWNERS IN AND TO USE OF THEIR PARCEL. FURTHER, YOU SHOULD DETERMINE FOR YOURSELF IF DEVELOPER'S ARRANGEMENTS AND PLANS FOR PAYMENT OF ASSESSMENTS OF UNSOLD PARCELS WILL BE SUFFICIENT TO FULFILL THE

NEEDS, DEMANDS AND FINANCIAL OBLIGATIONS OF THE ASSOCIATION, AS SET FORTH IN THE DECLARATION AND BYLAWS.

Membership: All parcel owners will be members of the association.

EXHIBIT A

(All recording data refer to records in the office of the County Recorder in the County in which the land is situated.)

EXCEPTIONS:

ORDER NO: PHX9335

SCHEDULE B

At the date hereof exceptions to title are:

- 1. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

2023

- 2. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
- 3. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
- 4. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
- 5. LIABILITIES AND OBLIGATIONS imposed upon said land by reason of its inclusion within Wickenburg Mountain Ranch Property Owners Association.
- 6. ANY ACTION that may be taken by the Flood Control District of Maricopa County to acquire property or rights of way for flood control as disclosed by Resolution

Recorded in Document No. [04-464341](#) and Document No. [05-147340](#)

- 7. ALL MATTERS set forth in Arizona Navigable Stream Adjudication Commission No. 05-15-NAV according to the terms and conditions contained therein:

Recorded in Document No. [07-1220268](#)

8. EASEMENTS, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded in [Book 244 of Maps, Page 35](#).
9. ALL MATTERS set forth in Lewis Addition Road Maintenance according to the terms and conditions contained therein:
- Recorded in Document No. [92-14612](#)
10. EASEMENT and rights incident thereto, as set forth in instrument:
- Recorded in Document No. [05-179475](#)
Purpose right of way
11. EASEMENT and rights incident thereto, as set forth in instrument:
- Recorded in Document No. [16-594345](#)
Purpose public ingress and egress
12. EASEMENT and rights incident thereto, as set forth in instrument: Recorded in [Docket 15434, Page 781](#)
Purpose grazing cattle, horses and other livestock
13. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:
- Recorded in [Docket 15434, Page 781](#)
14. EASEMENT and rights incident thereto, as set forth in instrument:
- Recorded in Document No. [84-497473](#)
Purpose electric lines
15. EASEMENT and rights incident thereto, as set forth in instrument:
- Recorded in Document No. [86-109700](#)
Purpose ingress, egress and public utilities
16. ALL MATTERS set forth in Easement Agreement according to the terms and conditions contained therein: Recorded in Document No. [93-349887](#)
Re-Recorded in Document No. [93-447231](#)
17. EASEMENT and rights incident thereto, as set forth in instrument:

- | | |
|-----------------------|--|
| Recorded in | Document No. 04-1323764 |
| Purpose
facilities | construct, operate and maintain electric lines and appurtenant |
18. EASEMENT and rights incident thereto, as set forth in
- | | |
|-------------------------|--|
| instrument: Recorded in | Document No. 05-179476 |
| Purpose | temporary ingress and egress |
19. EASEMENT and rights incident thereto, as set forth in
- | | |
|-------------------------|--|
| instrument: Recorded in | Document No. 05-179477 |
| Purpose | electric lines |
20. MATTERS SHOWN ON SURVEY:
- | | |
|-------------|--|
| Recorded in | Book 1734 of Maps, Page 32 |
|-------------|--|
21. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:
- | | |
|-------------|--|
| Recorded in | Document No. 23-355084 |
|-------------|--|

NOTE: There are no further matters of record concerning this subdivision through the date of this report.

End of Schedule

EXHIBIT B**Wickenburg Mountain Ranch – POA Power Extension Policy****Addendum to Real Estate Purchase Agreement**

The developer has funded the Wickenburg Mountain Ranch Property Owner's Association (the "Association") with \$200,000 (the "Funds"). The Funds shall be held in the Association's bank account and may be used to reimburse Association members in good standing for their reasonable out-of-pocket costs to extend APS electric distribution lines from APS's then existing facilities through the utilities easement granted on the Record of Survey – Wickenburg Mountain Ranch (the "PUE"), until the Funds have been exhausted; provided, however, any reimbursement will be net of any credits and/or refunds that such member is eligible to receive from APS (collectively, "Credits & Refunds"). Developer has no obligation to, and will not, replenish or add to the initial Funds. As such, once the Funds are exhausted, no additional amounts will be reimbursed to the members.

No portion of the Funds shall be used to reimburse any costs or expenses to extend electric distributions lines from the PUE into or onto a Lot. Members shall be reimbursed on a first-come, first-served, basis until the Funds are exhausted, subject to the following procedures: After an Association member in good standing has entered into a line extension agreement with APS, caused the distribution facilities to be installed within the PUE pursuant to such line extension agreement, and paid all applicable costs and expenses related thereto, such member may submit a reimbursement request to the Association (a "Reimbursement Request"). The Reimbursement Request shall:

- (i) Set forth the total amount requested to be paid from the Funds,
- (ii) Include a copy of the applicable line extension agreement (showing any Credits & Refunds that such member is eligible to receive) and any other applicable construction contracts related thereto,
- (iii) Include statutory unconditional lien waivers and releases from any applicable lien claimants and/or other proof of payment acceptable to the Association, and
- (iv) Include an affirmative representation from the member submitting the Reimbursement Request that the amounts requested:
 - a. have been incurred solely in connection with the extension of electric distribution lines through the PUE,
 - b. are net of any Credits & Refunds that any party is eligible to receive under the applicable line extension agreement or otherwise, and
 - c. all amounts applicable to such electric lines and any work related thereto have been paid in full. If a Reimbursement Request is incomplete or the Association determines other information and/or documentation is reasonably necessary in order to determine eligibility for reimbursement, then the Association shall request such information and/or documentation from the party submitting the Reimbursement Request. Upon receipt of all such information the Association shall determine eligibility for reimbursement from the Fund. If the Association then determines that the

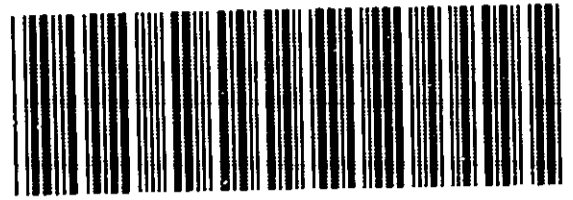
member is eligible to receive reimbursement from the Funds, the Association shall pay the applicable eligible amount to such member from the Funds (until the Fund has been exhausted).

EXHIBIT C
EASEMENT AGREEMENT

Attached as a pdf

*TMC
Box*

When recorded mail to:



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

This space reserved

93-0447231 07/08/93 04:36

LOGSV 1 OF 1

CAPTION HEADING: _____

DO NOT REMOVE

This is part of the official document.

*This document is being re-recorded to attach
Exhibit E legal description of Easement.*

RET. PNTC
TMC BOX
258-6225

COURTESY RECORDING

FIDELITY TITLE
NO TITLE LIABILITY
When Recorded, Return To:
COURTESY RECORDING/NO TITLE LIABILITY
J. Lawrence McCormley
Tiffany & Hoffmann, P.A.
3550 North Central Avenue
1801 First Interstate Tower
Phoenix, Arizona 85012

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

93-0349887

06/03/93 10:00

FRANK 74 OF 112

93 447231

4/7
93750178

Easement Agreement

1. **Date.** The date of this Easement Agreement is June 2, 1993.

2. **Parties.** The parties to this Easement Agreement are:
 - (a) Union Capital Corporation,
an Arizona corporation
Suite 123
8711 East Pinnacle Peak Road
Scottsdale, Arizona 85255 ("UCC")

 - (b) Wickenburg Ranchos Limited Partnership,
an Arizona limited partnership
c/o Gary Turner
Post Office Box 2314
Sun City, Arizona 85372 ("Wickenburg Ranchos")

3. **Background.** The following is the background for this Easement Agreement:
 - (a) Wickenburg Ranchos is the owner of approximately 280 acres of real property located in Wickenburg, Arizona ("Wickenburg Ranchos Property"), more specifically described in the attached Exhibit A.
 - (b) UCC is currently the holder of a note secured by a duly recorded lien upon the Wickenburg Ranchos Property.
 - (c) In connection with the settlement of various disputes between Wickenburg Ranchos and UCC, Wickenburg Ranchos is conveying a portion of the

93 349887
93 447231

Wickenburg Ranchos Property more specifically described on attached Exhibit B ("Conveyed Property") to UCC in satisfaction of the secured note currently held by UCC and for other valuable consideration.

(d) The portion of the Wickenburg Ranchos Property not conveyed to UCC is referred to herein as the "Retained Property" and is more specifically described on attached Exhibit C.

(e) In connection with the transfer of the Conveyed Property from Wickenburg Ranchos to UCC, UCC has agreed to grant a 60 foot wide easement (the "Easement") over the Conveyed Property in the approximate location depicted on Exhibit D (the "Easement Parcel") to permit ingress and egress from the Retained Property to Kellis Road.

(f) The parties intend for this Easement Agreement to constitute the present grant of rights for the Easement, even though a specific legal description of the Easement Parcel is not available as of the date of this Easement Agreement. Wickenburg Ranchos is planning a mixed use development, possibly to include a destination resort.

4. **Grant of Easement Over Conveyed Property.** UCC hereby grants, assigns and conveys to Wickenburg Ranchos an easement over the Easement Parcel for ingress and egress to and from the Retained Property and for public and private underground utilities. If underground utilities are not practical, UCC shall have the right to allow for above-ground utilities, which approval shall not be unreasonably withheld. The easement shall be perpetual in duration; it shall be a burden upon the Conveyed Property for the benefit of the Retained Property; and it shall be a covenant running with the land.

5. **Description of Easement.** The Easement described herein is intended to be of sufficient size to comply with the current applicable governmental regulations for an access road in a size and configuration reasonable for the uses of the Retained Property (Wickenburg Ranchos believes a 60 foot minimum width is currently required).

93 349887
93 447231

To the extent possible, the location of the Easement is to follow the alignment of the existing roadway from Kellis Road to the Retained Property as shown on Exhibit D (the "Existing Roadway") and to the extent possible, the centerline of the Easement Parcel shall be the centerline of the Existing Roadway; provided, however, that if such location is not practical for whatever reason, the parties agree that the specific location or the specific boundaries of the Easement Parcel shall be determined by the parties by mutual agreement, not to be unreasonably withheld.

6. **Procedure for Completing Exhibit E.**

(a) On or before July 31, 1993, Wickenburg Ranchos shall cause a survey and legal description for the Easement Parcel to be prepared and delivered to UCC.

(b) If UCC fails to object in writing to the legal description for the Easement Parcel within thirty days after mailing or other delivery in accordance with the notice provisions of this Agreement, then said legal description shall be conclusively deemed to be approved as submitted and Wickenburg Ranchos shall cause said legal description to be attached as Exhibit E to this Easement Agreement and shall cause this Easement Agreement to be re-recorded in the official records of the Maricopa County Recorder whereupon, the legal description of the Easement Parcel shall be deemed to be conclusively established as the legal description on Exhibit E to the re-recorded Easement Agreement.

7. **Improvement, Maintenance and Repair.** If at any time, Wickenburg Ranchos or its successor or assigns in title to the Retained Property desires to cause improvements to be made to the Easement Parcel to permit the use of the Easement granted herein, the expense of such improvements shall be borne solely by the owner of the Retained Property. In the event the owner of the Retained Property desires to make any improvements to the Easement Parcel, the owner of the Retained Property shall submit detailed plans for such improvements to the owner of the Easement Parcel. The owner of the Easement Parcel shall have fifteen (15) days of its receipt of such plans

93 349887
93 447231

to approve such plans, which approval shall not be unreasonably withheld. If the owner of the Easement Parcel does not approve or disapprove of such plans in writing within the fifteen (15) day period, such plans shall be deemed approved. In the event the owner of the Easement Parcel disapproves of such plans, the owner of the Easement Parcel shall provide the owner of the Retained Property a detailed explanation of the basis for such disapproval. Any subsequent resubmittals of the plans shall be approved or disapproved by the owner of the Easement Parcel within ten (10) days of its receipt of any such resubmittal. All such improvements shall be ^{of} for a type and quality consistent with development on the Retained Property, or if no such development has occurred, then such improvements shall be consistent with the surrounding development. The cost of any necessary repairs or maintenance to any improvements constructed on the Easement Parcel by the owner of the Retained Property shall be paid seventy percent (70%) by the owner of the Retained Property and thirty percent (30%) by the owner of the Conveyed Property. Notwithstanding the foregoing, this Easement Agreement shall not require, and the validity of the Easement is not conditioned upon, the owner of the Retained Property to utilize the Easement or cause the construction of any improvements in furtherance thereof.

8. **Benefit and Binding Effect.** This Easement Agreement shall be for the benefit of Wickenburg Ranchos and their successors and assigns and their guests, tenants, licensees, agents and other permittees; provided, however, that the obligations under this Easement Agreement shall transfer with the title to the property of the parties to this Easement Agreement, whether by operation of law or otherwise, and, upon any such transfer, all obligations of the previous owner shall transfer in the same manner as the title to the property, and the previous owner shall be discharged from any obligations under this Easement Agreement arising after the date of such transfer of the property.

9. **Notices.** All notices, consents, approvals, waivers or other items given or required to be given by one party to the other shall be in writing; these "Notices" shall be delivered by one of these methods:

93 349887

93 447231

(a) If personally delivered (which includes Notices delivered by telecopy, messenger or overnight courier) then notice is effective upon receipt; or

(b) If delivered by mail, Notice is deemed given and delivered forty-eight hours after being deposited in any duly authorized United States mail depository, postage prepaid, registered or certified, return receipt requested; or

(c) If sent by a reputable overnight courier service (e.g., Federal Express), addressed as set forth below, the Notice shall be deemed effective upon receipt, as evidenced by the receipt obtained by the courier service.

(d) If sent by telecopier to the phone number listed below as evidenced by a successful transmission receipt, then Notice shall be deemed delivered upon receipt.

(e) Notice to an attorney is not complete until actual receipt; addresses and fax numbers for an attorney should be confirmed by checking with the Arizona State Bar Association in Phoenix, Arizona. Notice of addresses shall be changed by providing the new address to all of the other parties in conformance with these provisions.

All Notices shall be addressed as indicated on page one of this Agreement or on the records of the Maricopa county Assessor or Treasurer. A party may change the address for Notice by complying with these provisions. Any notice mailed to Wickenburg Ranchos shall include a copy to J. Lawrence McCormley, Esquire at the current address listed for him with the Arizona State Bar Association.

10. **General.** Time is of the essence of this Easement Agreement and this Easement Agreement shall be for the benefit of and binding upon the parties hereto and their heirs, representatives, successors and assigns. This Easement Agreement, which may be executed in counterpart, shall constitute the entire Easement Agreement between the parties regarding the subject of this Easement Agreement and any amendments of this Easement Agreement shall be in writing. The paragraph titles are not part of this

93 349887
93 447231

Easement Agreement and are for convenience only. This Easement Agreement shall be governed and construed under the laws of the state of Arizona and the prevailing party in any dispute shall be entitled to actual attorneys' fees and costs.

11. **Signature.** The parties have executed this Easement Agreement to be legally binding as of the date shown above, regardless of the date of signing. This document may be signed in counterparts.

"GRANTOR"

UNION CAPITAL CORPORATION

By: [Signature]
Its: President

"GRANTEE"

WICKENBURG RANCHOS LIMITED PARTNERSHIP

By: [Signature]
Its: General Partner

STATE OF ARIZONA

County of Maricopa

The foregoing Easement Agreement was acknowledged before me this 2 day of June, 1993, by Debra Chen, the President of Union Capital Corporation, an Arizona limited partnership, on behalf of said partnership.

[Signature]
Notary Public

My Commission Expires:

12/22/94



93 349887

93 447231

STATE OF ARIZONA

County of Maricopa

The foregoing Easement Agreement was acknowledged before me this 2 day of June, 1993, by C. Ray S. Moore, the Gen. Partner of Wickenburg Ranchos Limited Partnership, an Arizona limited partnership, on behalf of said partnership.

Marie M. Crow
Notary Public

My Commission Expires:

12/22/94

93 349887

93 447231

EXHIBIT A
Wickenburg Ranchos Property

Lots 7, 8, 12, 13, 17, 18 and 19, LEWIS ADDITION, according to Book 244 of Maps, Page 35, records of Maricopa County, Arizona

93 349887

93 349887

93 447231

EXHIBIT B
Conveyed Property

**Lots 7, 8, 12, and the North half of Lot 13, LEWIS ADDITION, according to Book 244 of
Maps, Page 35, records of Maricopa County, Arizona**

93- 349887
93 447231

EXHIBIT C
Retained Property

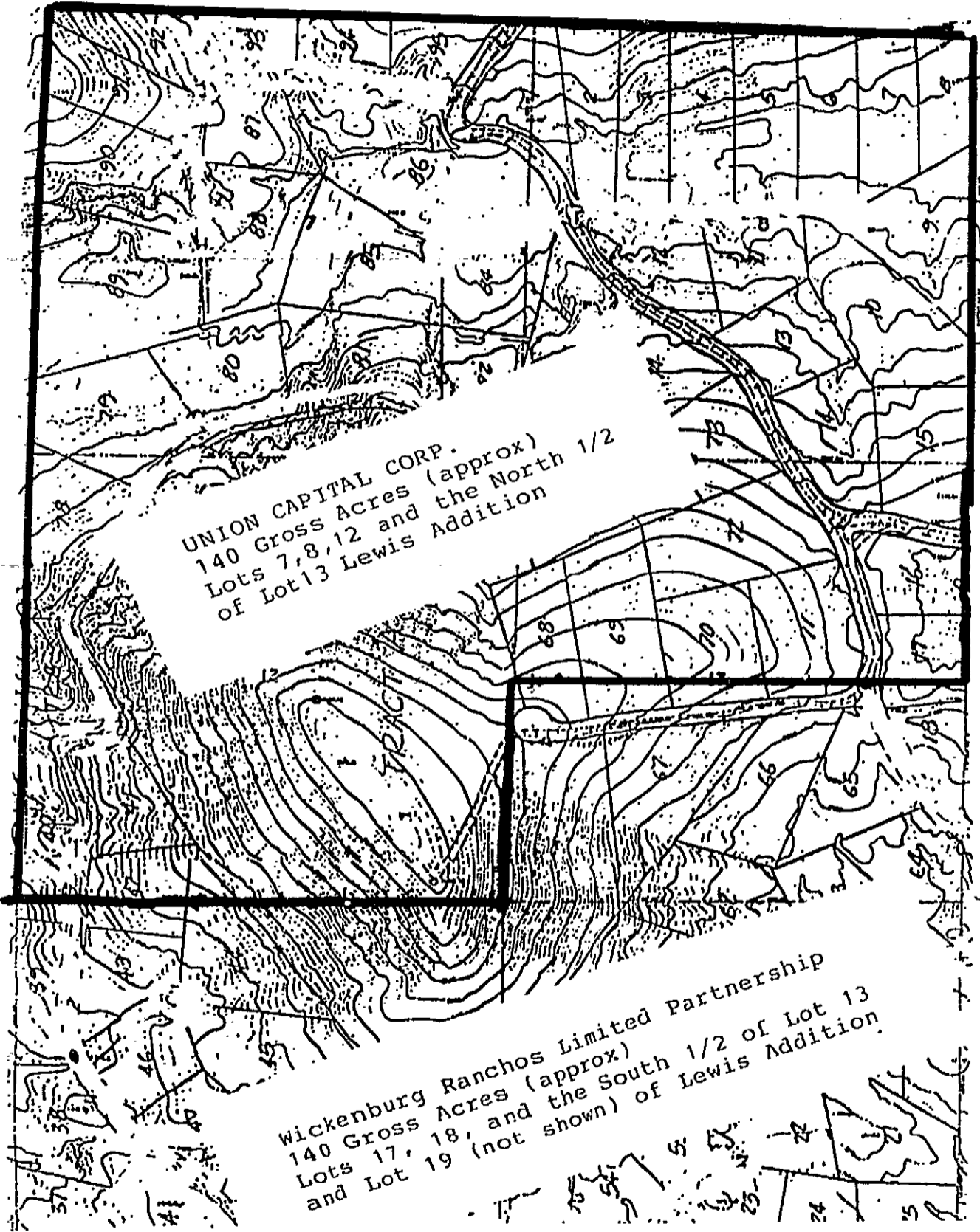
Lots 17, 18, 19, and the South half of Lot 13, LEWIS ADDITION, according to Book 244
of Maps, Page 35, records of Maricopa County, Arizona

Existing Easement (Green)

Proposed Easement (Red)

93 349887
93 447231

EASEMENT AGREEMENT / EXHIBIT D



93 349887

93 447231

EXHIBIT E
Legal Description of Easement

~~(To be supplemented pursuant to terms of Agreement)~~

Attached to the re-recorded Easement Agreement pursuant to the authorization granted in paragraph 6 of the Easement Agreement.



**CONSULTING
LAND
SURVEYORS**

**JAMES A. LOFTIS, PRES.
REGISTERED LAND SURVEYOR**

PH (602) 990-0845
FAX (602) 994-2097

93 447231

**LEGAL DESCRIPTION
FOR
ROADWAY AND PUBLIC UTILITY EASEMENT**

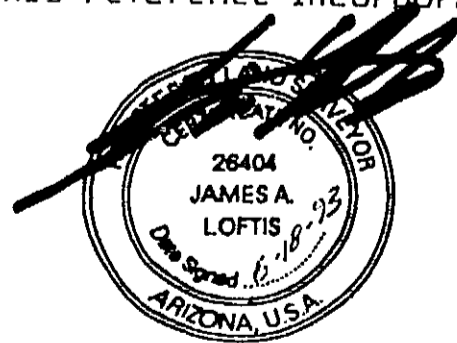
A strip of land having a width of 60 feet lying 30 feet on each side of the following described centerline:

That portion of Parcels 7, 9, and 13 of LEWIS ADDITION, according to Book 244 of Maps, page 35, Maricopa County records, lying in Sections 13 and 14, Township 7 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

Commencing at the Northeast corner of said Parcel 7;
 thence South 89°45'28" West along the North line of said Parcel 7 35.00 feet to the POINT OF BEGINNING;
 thence departing said North line South 34°39'53" West 318.37 feet to the beginning of a curve to the left having a radius of 70.00 feet;
 thence Southeasterly along curve through a central angle of 145°24'47" an arc length of 177.66 feet to the beginning of a curve to the right having a radius of 132.00 feet;
 thence Southeasterly along said curve through a central angle of 84°36'09" an arc length of 194.90 feet;
 thence South 26°08'46" East 328.94 feet to the beginning of a curve to the left having a radius of 300.00 feet;
 thence Southeasterly along said curve through a central angle of 36°13'19" an arc length of 189.66 feet;
 thence South 62°22'04" East 157.64 feet to the beginning of a curve to the right having a radius of 400.00 feet;
 thence Southeasterly along said curve through a central angle of 36°49'55" an arc length of 257.13 feet to the beginning of a curve to the left having a radius of 1600.16 feet;
 thence Southeasterly along said curve to a central angle of 08°42'11" an arc length of 243.06 feet;
 thence South 34°14'21" East 297.06 feet, more or less, to an angle point at the centerline of an existing 66-foot easement per said LEWIS ADDITION and the Terminus of the herein described centerline.

The sidelines of the herein described strip of land lengthen or shorten to terminate at the existing sidelines of said 66-foot easement.

See Exhibit "A" attached hereto and by this reference incorporated herein.



7002 EAST FIRST AVENUE, SUITE 202, SCOTTSDALE, ARIZONA 85251

EXHIBIT "A"
PUBLIC UTILITY EASEMENT
PORTIONS OF PARCELS 7, 8 & 13
LEWIS ADDITION, BOOK 244, PAGE 35, M.C.R. 33*

NE COR.
PARCEL 7

5.074828°W
39.00'

P.O.B.

5.34°39'55"W
30.97'

D: 100°24'47"
R: 70.00'
L: 177.66'

D: 84°36'09"
R: 132.00'
L: 174.90'

5.26°08'46"E
328.94'

PARCEL 8

D: 36°13'19"
R: 300.00'
L: 187.66'

60' EASEMENT

D: 36°49'55"
R: 400.00'
L: 257.15'

5.62°21'04"E
157.64'

D: 08°42'11"
R: 1400.10'
L: 243.06'

5.38°14'21"E
297.06'

PARCEL 13

* INDICATES EXISTING
ROADWAY & PUBLIC
UTILITY EASEMENT



PARCEL 9

PARCEL 7



CONSULTING
LAND
SURVEYORS

7002 EAST RINEY AVENUE, SUITE 202
SCOTTSDALE, ARIZONA, 85261
(602) 990-0848