

# *West Fork*

R A N C H E S



STATE OF TEXAS  
COUNTY OF PRESIDIO  
USA

**Section 26, Block 1, T & P. Ry. Co. Presidio County, Texas**  
**Section 248 S.A. & M.G. Ry. Co. Presidio County, Texas**

## **VITAL INFORMATION STATEMENT (VIS)**

THE FOLLOWING IS A REPORT ON WEST FORK RANCHES LOCATED IN PRESIDIO COUNTY, TEXAS. IN CONSIDERING THE PURCHASE OF THIS LAND, THE PURCHASER SHOULD READ ALL INFORMATION CAREFULLY. ALL INFORMATION CONTAINED HEREIN IN AND IN THE PACKAGE, WHILE BASED UPON INFORMATION FROM SOURCES DEEMED RELIABLE IS NOT, IN ANY WAY WARRANTED.

Mailing address: **Attn: Business Acct. Ctr.**  
**TruWest, Inc.**  
**Post Office Box 800-049**  
**Aventura Florida 33280-0049**  
**1-888-420-0200**

Answers to questions and information about this offering may be obtained by writing to the above address.

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## **IMPORTANT – READ CAREFULLY**

This Vital Information Statement (VIS) is given to each prospective purchaser along with the Real Property Offer and Sales Contract and prior to accepting the down payment.

**INTRODUCTION:** To familiarize you with what is involved in your purchase of one or more ranchland acres, here is a brief look at exciting Texas. Truly American Great South West. It is magnificent country, you'll agree, and your family will be grateful to you for generations to come.

**TITLE INSURANCE:** Once Purchaser has received a Warranty Deed, Purchaser can order at their sole cost and expense a title policy from Lone Star Title Company by calling Lone Star at (915) 545-2222 or by written request to Lone Star Title Company of El Paso, 601 Mesa St. Suite 100 El Paso Texas 79901. Said policy shall be issued by a Title Guaranty Company in the current form then in use in the State of Texas subject to the matters contained herein and the usual printed exceptions. The cost for a title policy in the amount of \$19,000.00 will be \$275.00.

**LOCATION:** Located in scenic Presidio County, Texas, in the state's far Southwest Trans Pecos Region, widely known as "Gateway to the Interior of Mexico". West Fork Ranches is approximately 12 miles northwest of Presidio in Section 248 and 19 miles northwest of Presidio in Section 26, both situated on Highway #170 and has direct access to the Rio Grande River and Hwy 170. This is where the famous Presidio Onion (onion capital of the world) and cantaloupe are grown. To the south is a spectacular view of picturesque Mexico, looking across the Rio Grande River. Southeast on Highway #170 within minutes is Big Bend State/National Park. A look will show that we are easily reached through a network of major highways and only minutes west of Presidio, with shopping facilities, schools, churches, banking, hotels, golf course and a local newspaper. Marfa is the county seat and in addition the nearby airport is serviced by Amtrak and Greyhound Bus Lines.

**TAXES:** Purchaser shall pay all taxes and assessments of every nature beginning after the date hereof. Said taxes and assessments will be advanced by TruWest, Inc., from which Purchaser shall re-imburse Seller.

**TRUTH-IN-LENDING:** In addition to the disclosures in the sales contract, the Purchaser upon request can receive an itemization of the AMOUNT FINANCED. INSURANCE can be obtained if necessary, from anyone properly licensed by the state. SECURITY- This transaction is a sale by contract. The title to which remains with the Seller until all sums payable under the contract have been paid and satisfied. Any improvements placed upon the land which are subject to the contract are subject to forfeiture to the Seller in the event of default by the Purchaser under the contract. FILING FEES- None; ASSUMPTION- Someone purchasing the land cannot assume the remainder of the contract with Seller, without the prior written consent of Seller, which consent shall not be unreasonably withheld. Purchaser can see contract documents for any additional information about prepayment, property taxes, non-payment and default.

**TOPOGRAPHY:** The topography of the area consists of gently rolling hills with mesquite trees, cedar, greasewood and typical Chihuahan Desert vegetation. There are no steep slopes, rock outcroppings, unstable or expansive soil conditions, many colorful plants and native flowers.

**HOA FEES:** **NO** Homeowner's Association Fees (HOA) fees are associated with this property.

**WATER:** Purchaser has water rights. Purchaser must obtain his own water and this can be done in the following manners: (1)The monthly cost of water from a state certified hauler will be approximately \$75.00 per month. (2) Purchaser may obtain a water supply by drilling an individual well, approximately 245 feet. The cost of a well will vary depending upon the depth, the type of casing and the type of soil. The quality of water cannot be assured until the well has been drilled and tested.

**ROADS:** Seller has constructed or intends to construct a graded caliche covered road (the "Access Road" between the entrance of the development and the described property adequate in width for single vehicle access. Seller, by written instrument or by the plat grants to Purchaser(s), heirs and / or assigns, a non-exclusive easement right to use said access road for the purpose of ingress and egress to the property. Purchaser is hereby notified that caliche or other material may be removed from his property to construct this road. Purchaser understands that this is a common practice in the construction of this type of road and agrees that he will not be compensated for these activities.

- SEWAGE:** Septic tanks are used by all the ranchers in the area to dispose of their sewage. Sewers are not available in the subdivision. Purchaser is responsible for obtaining a permit, installing, receiving final county inspection and maintaining the sewage connections or septic system pursuant to all land, County, State and Federal use regulations and laws. Seller has no obligations with respect to sewage or septic systems. Septic tank labor, materials and permit will cost approximately \$3,900.00.
- ELECTRIC:** The West Texas Utilities maintains service in the vicinity.
- SURVEY:** Seller represents that all survey pins are in place. Purchaser further acknowledges that Seller will not provide additional survey pins and it is Purchaser's responsibility to locate these pins when Purchaser visits his property. Each tract has been marked with a tagged 5ft. T-post for identification. All surveys are done by a Registered Texas Land Surveyor using modern GPS equipment.
- CAMPING:** Purchasers may camp, park a trailer or bring a camper to their ranch site prior to pay off. Camping is permitted five (5) times per year for periods of no more than thirty (30) days at a time at intervals of no less than two (2) months. Trailers and RV's are permissible only while camping. A permanent building is not, however, a requirement of purchase.
- POSSESSION AND USE:** It is understood and agreed that until full payment of the purchase price and all accrued interest has been made, or a deed to the property has otherwise been received by Purchaser as herein provided, the property is not to be used as the Purchaser's residence or as the residence of any person related to the Purchaser within the second degree of consanguinity, as defined by law. Purchaser may take possession and make non-residential improvements to the property at any time.
- POSSESSION AND DEED:** Prior to full payment, if Purchaser desires to make residential improvements on the property, upon the payment of twenty-five per cent (25%) of the principal purchase price and not otherwise being in default, Purchaser may upon application for erection of residential improvements receive a general warranty deed, and the remaining financial obligation shall be converted to a mortgage evidenced by a promissory note for the balance and a deed of trust to secure its payment. Purchaser shall then be authorized to construct residential improvements on the property. There is no requirement, nor is there a time limit to build on this property.
- RECREATION:** There is physical / legal access to the Rio Grande River for all owners to enjoy picnicking, rafting, swimming and fishing (lots of good catfish). You can try a unique raft trip along the river or cross over at Presidio and enjoy a day in Ojinaga, Chih., Mexico, with its unique shopping and inexpensive eating and entertainment. Hunters will find abundant game in Presidio County - i.e. Mule-Deer, Antelope, Javalina, White Wing, Morning Dove, Duck and Quail.
- ACCESS:** Easements for access from the paved frontage road have been dedicated for the use of landowners along both the North and South boundaries of the subdivisions, and each parcel has legal access to the Rio Grande River. You must comply with all county, state and federal regulations when building.
- FENCING:** Purchaser covenants and agrees to fence any area of its property which contains any livestock placed on the property by Purchaser or with Purchaser's permission. In addition, Purchaser fully understands that the property is subject to open grazing and Purchaser may fence his property to prevent grazing livestock from entering upon Purchaser's property.
- EASEMENTS:** Purchaser covenants and agrees not to erect any structure or improvement, including any type of fence, on or over any easements located on the property, which easements will be made known to Purchaser by the location of said easements on the plat which has been provided to Purchaser upon the execution of contract.
- MINERAL RIGHTS:** All mineral rights in Section 248 have been previously reserved by other owner(s) and/or the State. Section 26 falls under "mineral classified" (Relinquishment Act).
- PROPERTY TOUR:** Purchaser will be offered a property tour to view the property. Purchaser tours the property at his own risk. Seller will not be liable for any damages which Purchaser may incur in attempting to view the property without a guide; such damages including, but not limited to, physical damage to a vehicle; towing charges incurred; injury to any person.

**ORAL AGREEMENTS:** There are no unwritten oral agreements between the parties. The Sales Contract and Vital Information Statement constitutes the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements with any of the parties.

**SUBDIVISION RESTRICTIONS:**

1. Purchaser covenants not to carry on any noxious or offensive activity on said Property, not to do anything thereon which may be or may become an annoyance or nuisance to the owners of any property located within the subdivision, not to drill, develop, explore, mine or refine any oil, natural gas, or other minerals thereon.
2. **Purchaser** covenants to comply with all applicable federal, state, and local land use and health laws and regulations with respect to the property. **Purchaser** covenants and agrees not to permit or commit any waste of said property and to permit Seller, Seller's agent or representative, to enter said premises at all reasonable times for the purpose of inspection thereof.
3. Hunting is allowed on the lot or lots purchased by the owner. That the above property herein shall not be used for commercial or day lease hunting nor any manufacturing purposes. **Purchaser** understands that livestock may be present on his land and that sources of water on his land that existed when the property was purchased may be used for said livestock.
4. That no automobile, truck, trailer or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property. That no structure of any kind (including hunting blinds and/or deer feeders) shall be permitted within 300 feet of any public road, 200 feet of any roadway easement or 100 feet of any property line. Not more than one residence shall be permitted on any tract. No communal residences shall be permitted. That no commercial swine operation or swine operation of any kind shall be permitted. No deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by the Seller.

**DEFAULT:**

In the event the **Purchaser** shall default in the prompt payment of said indebtedness or shall violate or omit to perform any of the provisions of this contract and such default, violation or omission shall continue for a period of 15 days after written notice of such default (or, if applicable, such longer notice period as may be required by Section 5.061 of the Texas Property Code), then in any such events Seller may elect to declare the entire unpaid indebtedness, together with all then interest accrued thereon, immediately due and payable, and enforce the collection thereof, or to declare this contract cancelled and of no further force and effect, as provided in the Texas Property Code S 5.064 et seq. In the event Seller elects to declare this contract cancelled and of no further force and effect, all monies that have been paid to or deposited with Seller hereunder shall be forfeited and belong to Seller as damages for deterioration of the property and breach of this contract and as rental payment for use of the Real Property. Immediately upon this contract being declared cancelled and of no further force and effect all the rights, claims and interest of the **Purchaser** in and to said Real Property shall thereupon terminate and the Real Property shall unconditionally belong to Seller.

**PAYMENTS:**

All payments received by Seller under the sales contract, will be applied first to unpaid property taxes, past due interest, then regular principal and interest payment(s). In the event that a check used to make any payment required by the Real Property Offer and Sales Contract is returned unpaid by the payer bank for insufficient or uncollected funds then a \$15.00 fee will be assessed and added to your principal balance for costs incurred in processing that check. CHECKS THAT ARE RETURNED BY PAYORS BANK WILL AUTOMATICALLY BE REDEPOSITED ONCE.

**GENERAL:**

1. If any item or provision of this contract is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
2. The waiver by Seller of any breach of a term or condition of this contract shall not be deemed to be a waiver of any other breach of that term or condition or of any other term or condition of this contract regardless of when the breach has occurred.
3. Any and all contract terms, word usage and meaning thereof, including intent of The parties, shall be construed and defined solely by Seller as those terms are intended to apply to this contract.
4. **Purchaser** covenants and agrees not to subdivide a property in any manner until full payment has been made under the terms of this agreement and **Purchaser** receives title to the property. At that time, **Purchaser** covenants and agrees that any subdivision of the property must fully comply with all Federal, State and County rules and regulations.
5. Presidio County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas and open spaces; and the owners shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and said owners shall indemnify and save harmless Presidio County from all claims, damages and losses arising out of or resulting from performance of the obligation of said owners set forth in this paragraph.
6. This contract and any terms herein shall be construed under the laws of the State of Texas.
7. This contract is immediately rescinded and absolutely void, at the sole option of the Seller, if any payment presented by Purchaser for any down payment or the first payment due under this contract is returned for insufficient funds or a stop payment is requested by Purchaser.
8. This land is being offered for its present use and without any expectations of capital gain or profit.

**FACILITIES AND SERVICES**

**SERVICES:**

Presidio population approx. 8,000 and the major Port of Entry to Mexico between El Paso and Del Rio, is located in Southwest Texas; the doorway to Old Mexico, Big Bend State Park, and the Big Bend National Park on the Texas Mountain Trail via El Camino Del Rio, a MAGNIFICENT 99 miles, as proclaimed by world travelers.  
Bank- The First Presidio Bank, total assets \$13,192,000.00  
Newspaper-The Presidio International  
Mobile Home and Recreational Vehicle facilities.  
Motels (2) with 40 rooms – several more across the border in Ojinaga Chihuahua.  
Housing-Primarily privately owned residences.  
Churches –five  
Schools-1 elementary, junior high and class AA high school. Sul Ross State University 86 miles north.  
Volunteer Fire Department  
Emergency Medical Service-2 ambulances  
Law Enforcement Protection-2 Resident deputy Sheriffs, City Marshal, U.S. Border Patrol and Customs.  
All shopping facilities available.

**CLIMATE:**

This is Texas' most mountainous county, averaging more than 5,000 feet with points about 8,000 feet. Presidio is 2,594 elevation. Famous as being the "hottest spot" in the U.S., it is healthy due to the low humidity. Average high temperature is 87.

**SHOPPING:**

Extensive shopping is available in El Paso, Presidio and Alpine. Papers are not required for U.S. citizens to cross into Mexico.

- ATTRACTIONS:**
- \* Chinati Hot Springs
  - \* Lorna Peloma Golf Course
  - \* Fort Leaton State Historic Site – pioneer mission and fort dating to 1683.
  - \* Big Bend State Park – Bus tours, Camping, Walking trails, Fishing, Archaeology sites.
  - \* Ojiana Chih. – Our sister city provides Old World flavor and the start of the Copper
  - \* Canyon Train Trip, with canyons larger than the Grand Canyon of Arizona, Paved highway to Chihuahua City (140 miles)
  - \* Big Bend National Park – 2 hours drive
  - \* Terlingua – 62 miles, famous for the Chili “Cook-Offs”, old mining community
  - \* Lajitas- 50 miles, Historic crossing of the Rio for Indians, cattlemen and supply point for Pancho Villa during the revolutionary days. Now a popular resort offering golf, tennis, swimming, horseback riding, river float trips.
  - \* 4 motels and the home of the new Barton Warnock Environmental Education Center.
  - \* Shafter- 20 miles north, ghost town, former mining community where more than 18 million dollars in metals were mined from 1883 to 1942. Also the seat of the once vast cattle empire of Milton Faver.
  - \* Marfa- home of the “Marfa lights” an unsolved mystery since early 1800s.
  - \* Fort Davis-80 miles north, early Fort, national Historic Site, Davis Mountain State Park, University of Texas McDonald Observatory.
  - \* Alpine

**INDUSTRY:**

Ranching –Cattle, goats and sheep  
Farming – Onions, cantaloupe, cotton, grain, alfalfa and other fruits, vegetables and crops on 6,000 acres of farm land in continuous cultivation over 400 years; the longest in North America.  
Bee keeping and Honey  
Importing and Exporting – Thousands of herd of livestock, as well as electronics and other merchandise pass through

**TRANSPORTATION:**

Major highways: Interstate 10, Interstate 25, Interstate 110, U.S. 80, U.S. 180, U.S. 62, U.S. 54, U.S. 85, Mexico 45, and Border Freeway (downtown to Ysleta). North-South Freeway is under construction.

Rail: Santa Fe Pacific, Missouri Pacific, National Railways of Mexico  
Passenger service: Amtrak  
Airlines: American, Continental, Frontier, Southwest, Delta.  
Buses: Autobuses Internacionales, Continental Trailways; Greyhound Bus Lines, Inc., New Mexico Transportation Company, Inc. Texas, New Mexico Oklahoma Coaches:

You Are Always Welcome Here At *West Fork Ranches* and  
We Urge All Interested People to Come Visit!