



**Arizona Department of Real Estate (ADRE)**  
**Development Services Division**  
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**SUBDIVISION DISCLOSURE REPORT**  
(PUBLIC REPORT)

FOR  
**THE CANYONS AT LAUGHLIN RANCH, TRACT 5152**

**Registration No. DM18-059052**

**SUBDIVIDER**

**Bullhead City Investments LLC**  
4265 45<sup>TH</sup> Street, South, Suite 200, Fargo, North Dakota 58104

**Effective Date:**  
**July 13, 2018**

**PROPERTY REPORT DISCLAIMER**

This report is NOT A RECOMMENDATION NOR AN ENDORSEMENT by the State of Arizona of this land. The application and public report have not been subjected to a detailed examination by the Department. The report was prepared by the subdivider and none of the information in this report has been verified by the Department; all information has been accepted by the Department as true and accurate based on attestation of the subdivider/or the subdivider's agents. The purchaser should verify all facts before signing any documents. The Department assumes no responsibility for the quality or quantity of any improvement in this development.

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**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 SUBDIVIDED 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 CONTRACTS OR AGREEMENTS FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)\* MAY BE RESCINDED BY YOU WITHOUT CAUSE BY SENDING OR DELIVERING WRITTEN NOTICE OF RESCISSION BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE SIGNING.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:**

#### **PARCEL NO. 1:**

**LOT 4, LOTS 20 THROUGH 66, INCLUSIVE, AND LOTS 70 THROUGH 126, INCLUSIVE, OF THE CANYONS AT LAUGHLIN RANCH, TRACT 5152, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 13, 2006, AT FEE NO. 2006-060823, IN THE OFFICE OF THE COUNTY RECORDER OF MOHAVE COUNTY, ARIZONA.**

#### **PARCEL NO. 2:**

**LOTS 67, 68 AND 69, OF THE CANYONS AT LAUGHLIN RANCH, TRACT 5152, ACCORDING TO THE PLAT OF THE CANYONS AT LAUGHLIN RANCH, LOTS 67, 68, 69 AND A PORTION OF PARCEL "E" - TRACT 5152 RECORDED APRIL 02, 2007, AT FEE NO. 2007-030179, AS SHOWN IN BOOK 29 OF PARCEL PLATS, PAGE 79, IN THE OFFICE OF THE COUNTY RECORDER OF MOHAVE COUNTY, ARIZONA.**

#### **PARCEL NO. 3:**

**LOT 127, OF THE CANYONS AT LAUGHLIN RANCH, TRACT 5152, ACCORDING TO THE PLAT OF THE CANYONS AT LAUGHLIN RANCH, LOT 127 AND A PORTION OF PARCEL "C" - TRACT 5152 RECORDED AUGUST 10, 2007 AT FEE NO. 2007-071229, AS SHOWN IN BOOK 30 OF PARCEL PLATS, PAGE 74, IN THE OFFICE OF THE COUNTY RECORDER OF MOHAVE COUNTY, ARIZONA.**

**The map of this subdivision** is recorded in **Fee No. 2006-060823**, records of Mohave County, Arizona.

The subdivision is approximately **65.21** acres in size. It has been divided into **138** and Parcels A through F. Lot boundaries will be permanently staked at lot corners and radii.

PROSPECTIVE PURCHASERS ARE ADVISED THAT THE FOLLOWING "GENERAL

NOTES" ARE CONTAINED IN THE RECORDED PLAT:

1. Private streets, Parcel "F" and Parcels "A", "B", "C", "D", and "E", will be owned and maintained by the Laughlin Ranch Association.
2. All private streets denoted as Parcel "F" will be Public Utility Easements (P.U.E.), Drainage Easements (D.E.), and access easements for public safety.

**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.**

## **SUBDIVISION LOCATION**

**Location:** Laughlin Ranch Boulevard and William Hardy Drive – Bullhead City – Mohave County – Arizona.

Start out going south on N. 44<sup>th</sup> Street, toward E. McDowell Road, turn left onto N. 40<sup>th</sup> Street, merge onto AZ-202 W/Red Mountain Freeway W, stay straight to go onto I-10 W/Pearl Harbor Memorial Highway/Papago Freeway W., merge onto AZ-303 Loop N. via Exit 124, take the Grand Ave/Us-60 W. continue to follow W. Grand Avenue, W. Grand becomes US-60 W, turn right onto US-93 N. Pass through 2 roundabouts, merge onto I-40 W/US-93 N., toward Kingman/Los Angeles/Las Vegas, merge onto US-93 N via Exit 48 toward AZ-68 W/Las Vegas/Bullhead City/Laughlin, merge onto AZ-68 W via Exit 67 toward Bullhead City/Laughlin, turn left onto Bullhead Parkway, to subdivision.

## **UTILITIES**

**Electricity:** Mohave Electric Cooperative, Inc. (928) 763-1100, <http://www.mohaveelectric.com>. Subdivider advises that facilities are complete to the lot line. Cost to Purchaser is included in sales price. Purchasers will be required to pay a Coop Membership Fee of \$5.00, a deposit in an estimated amount of \$350.00 (which may be waived with good credit letter from previous electricity provider), a connection fee of \$25.00 plus tax and the monthly rate of \$9.50 minimum, plus .08¢/kilowatt, plus a .245¢/kilowatt purchase power adjustment. **Fees and/or deposits are subject to change, purchaser is advised to contact provider of service for additional information.**

**Telephone:** Frontier Communications, (800) 921-8101; <http://www.frontier.com>. Subdivider advises that facilities are complete to the lot line. Cost to Purchaser is included in sales price. Purchasers will be required to pay a deposit in the minimum amount of \$100.00, which may be waived based upon credit score, a \$60.00 installation charge, \$10.50 for each additional jack, and a minimum monthly rate of \$9.40 and up depending on package purchased. Bundled packages are available. **Fees and/or deposits are subject to change, purchaser is advised to contact provider of service for additional information.**

**Cable:** Suddenlink, (928) 758-4844; Bullhead City. [www.suddenlink.com](http://www.suddenlink.com). Subdivider advises that facilities are complete to the lot line. Cost to Purchaser is included in sales price. Purchasers will be required to pay an installation charge of \$39.95 and a monthly fee of \$40.74 for basic cable. **Fees and/or deposits are subject to change, purchaser is advised to contact provider of service for additional information.**

**Internet or Fiber Optic:** Frontier Communications (800) 921-8101; <http://www.Frontier.com>; Subdivider advises that facilities are complete to the lot line. Cost to Purchaser is included in sales price. Frontier Communications' rate for basic internet is \$44.99 plus tax per month with a \$4.50 plus tax fee for the modem. The rate for basic DSL is \$24.99 plus tax per month. Frontier Communications has bundled packages available. **Fees and/or deposits are subject to change, purchaser is advised to contact provider of service for additional information.**

**Natural Gas:** Southwest Gas, (928) 763-7766; [www.swgas.com](http://www.swgas.com). Subdivider advises that facilities are complete to the lot line. Cost to Purchaser is included in sales price. Purchasers will be required to pay a minimum \$80.00 deposit which may be waived with a letter from a prior provider, and service establishment fee of \$35.00 plus tax and a minimum rate of \$10.70 per month. The monthly bill will depend upon usage. **Fees and/or deposits are subject to change, purchaser is advised to contact provider of service for additional information.**

**Water:** Epcor North Mohave Valley Corp., (928) 763-5655. Subdivider advises that facilities are complete to the lot line. Cost to Purchaser is included in sales price. Purchasers will be required to pay i) a customer establishment fee, and ii) a monthly minimum water charge of \$11.00 per 1,000 gallons for a 5/8" x 3/4" meter, \$11.00 per 1,000 gallons for a 3/4" meter and \$27.00 per 1,000 gallons for a 1" meter. **Fees and/or deposits are subject to change, purchaser is advised to contact provider of service for additional information**

**Sewage Disposal:** Bullhead City Wastewater, (928) 763-9400, [www.bullheadcity.com](http://www.bullheadcity.com) Subdivider advises that facilities are complete to the lot line. Cost to Purchaser is included in sales price. Purchasers will be required to pay a hook-up fee in the amount of \$4,330.00 (includes: \$4,080.00 capacity fee, \$10.00 application fee, \$150.00 tap fee, and \$90.00 deposit), and a monthly rate of \$31.00. **Fees and/or deposits are subject to change, purchaser is advised to contact provider of service for additional information.**

**Garbage Services:** Tri – State Refuse (928) 758-9135. Cost to purchaser is \$41.41 per Quarter with first quarter paid in advance. **Fees and/or deposits are subject to change, customer should contact the provider of service for additional details**

**OR**

**Allied Waste Services,** (928) 758-0000; [www.republicservices.com](http://www.republicservices.com) Purchasers will be required to pay a quarterly service fee of \$41.25. **Fees and/or deposits are subject to change, purchaser is advised to contact provider of service for additional information.**

**Utilities are complete to lot lines.**

**PURCHASERS ARE ADVISED TO CONTACT THE ABOVE LISTED PROVIDERS REGARDING EXTENSION RULES, REGULATIONS, SERVICE CONNECTIONS, INSTALLATION CHARGES, ACCOUNT SET-UP FEES AND THE COSTS INVOLVED. COSTS ARE SUBJECT TO CHANGE BY THE SERVICE PROVIDERS.**

## **STREETS, ROADS AND DRAINAGE**

**Access to the Subdivision:** Asphalt paved public streets are complete and are maintained by Bullhead City. Cost to purchaser is included in property taxes.

**Access within the Subdivision:** Asphalt paved private road is complete. The Homeowners Association to maintain with costs to lot purchasers for maintenance included in the Homeowners Association fees.

**Street Lights:** Mohave Electric Cooperative, (928) 763-1100. Laughlin Ranch, LLC has completed the street light facilities. HOA is responsible for maintenance. Cost to Lot Owners is included in HOA Assessments.

**Flood and Drainage:** Retention and drainage facilities are complete. The Homeowners Association to maintain with costs to lot purchasers for maintenance included in the Homeowners Association.

**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](http://www.land.state.az.us), or call (602) 542-4631.

## **LOCAL SERVICES AND FACILITIES**

### **Schools:**

Sunrise Elementary School (K-5)  
2245 Landon Drive  
Bullhead City, AZ 86442  
Phone: (928) 754-1815

Fox Creek Junior High School (6-8)  
3101 Desert Sky Drive  
Bullhead City, AZ 86442  
Phone: (928) 704-2500

Mohave High School (9-12)  
2211 Highway 95  
Bullhead City, AZ 86442  
Phone: (928) 758-3916

SCHOOL BUS TRANSPORTATION WILL ONLY BE PROVIDED TO STUDENTS RESIDING OUTSIDE THE SCHOOLS DESIGNATED WALKING DISTANCE. PURCHASERS SHOULD CONTACT THE SCHOOLS TO DETERMINE THE AVAILABILITY OF SCHOOL BUS TRANSPORTATION.

**PURCHASERS ARE ADVISED THAT SCHOOL BOUNDARIES AND SCHOOL BUS TRANSPORTATION MAY CHANGE. YOU SHOULD CONTACT THE BULLHEAD CITY ELEMENTARY SCHOOL DISTRICT AT (928) 758-3961 AND COLORADO RIVER UNION HIGH SCHOOL DISTRICT AT (928) 768-1665 REGARDING THE CURRENT LOCATION OF SCHOOLS AND BUS SERVICE.**

**Shopping Facilities:** Safeway complex, 1751 Highway 95, Bullhead City, is approximately six (6) miles from the project. Full shopping services are available at the Riverview Mall approximately 7 miles Southwest from project site.

**Public Transportation:** Bullhead Area Transit System – 704-BATS. Air Transportation is available at the Laughlin-Bullhead International Airport, approximately 2 miles North from subdivision.

**Medical Facilities:** Western Arizona Regional Medical Center, 2735 Silver Creek Road, Bullhead City, is located 2 miles north of the project.

**Fire Protection:** Fire protection is provided by Bullhead City Fire Department. Purchasers cost included in real property taxes.

**Ambulance Service:** Ambulance service is available by calling 911.

**Police Services:** Police protection is provided by Bullhead City Police Department.

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

### **COMMON, COMMUNITY AND RECREATIONAL FACILITIES**

**Within the Subdivision:** Open space areas are complete. The Homeowners Association to maintain with costs to lot purchasers for maintenance included in the Homeowners Association fees.

NOTE: THERE IS A PUBLIC GOLF COURSE AND CLUB HOUSE WITHIN THIS MASTER PLANNED COMMUNITY TO BE COMPLETED BY THE DEVELOPER/LAUGHLIN RANCH LLC. SUBDIVIDER DOES NOT WARRANT ANY FUTURE OWNERSHIP AND/OR USE RESTRICTION THAT MAY OCCUR ON THE GOLF COURSE. THE GOLF COURSE IS PRIVATELY OWNED AND IS NOT OWNED BY THE LAUGHLIN RANCH HOMEOWNERS ASSOCIATION. MEMBERSHIP IN THE LAUGHLIN RANCH HOMEOWNERS ASSOCIATION DOES NOT CONFER ANY RIGHTS TO USE THE GOLF COURSE.



**NOTE:** THE WATER USED TO IRRIGATE THE GOLF COURSE AND TO FILL THE LAKES IS TERTIARY TREATED. THE WATER IS SAFE FOR EXTERIOR CONTACT ONLY. THE WATER IS NOT POTABLE. IT IS NOT SAFE FOR HUMAN OR PET CONSUMPTION. CARE SHOULD BE EXERCISED BY ALL USERS OF THE GOLF COURSE AND RESIDENTS ADJACENT TO THE COLF COURSE TO NOT CONSUME OR INTAKE IN ANY MANNER THE IRRIGATION OR LAKE WATER. SWIMMING IN THE LAKES IS EXPRESSLY PROHIBITED.

NOTE: EACH OWNER OR OCCUPANT AGREES TO ASSUME ALL RISKS OF HARM OR DAMAGE FROM ERRANT GOLF BALLS ASSOCIATED WITH OR OWNING A LOT OR PARCEL.

### **ASSURANCES FOR MAINTENANCE OF IMPROVMENTS**

**Assurances for Completion of Subdivision Facilities:** Subdivider advises that all facilities are complete

**Assurances for Maintenance of Subdivision Facilities:** The Covenants, Conditions, Restrictions, Articles of Incorporation and Bylaws provide for the Laughlin Ranch Homeowners Association to maintain all common areas. Bullhead City and utility companies are to maintain their respective utilities.

### **PROPERTY OWNERS ASSOCIATIONS**

**Name and Assessments:** Laughlin Ranch Owners Association. Purchasers will be required to pay **\$310.00** per quarter Homeowners Association Assessments, plus **\$206.00** Capital Contribution, **\$206.00** Capital Improvement Fund and **\$120.00** transfer fee.

**Control of Association:** The earlier of: (a) the date on which Declarant (including any Affiliates) no longer owns a Lot or Parcel in the Project; (b) December 31, 2054; or (c) the date the Declarant records a written instrument terminating the Period of Declarant Control

**Title to Common Areas:** Upon the sale of 2/3rds of the Lots within the subdivision

**Membership:** All lot owners will be members of the Association.

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

### **SUBDIVISION CHARACTERISTICS**

**Topography:** Level, hilly, washes and canyons.

**Flooding and Drainage:** Subdivider advises that the subdivision is not subject to any known flooding or drainage problems. In their letter dated July 13, 2018, The City of Bullhead City Flood Control District states:

The Flood Determination for these Properties is in a Zone X.

Zone X is Moderate to Low Risk.

Flood zones are geographic areas that the FEMA has defined according to varying levels of flood risk. The zones are depicted on the community's Flood Insurance Rate map (FIRM) or Flood Hazard Boundary Map. Each zone reflects the severity or type of flooding in the area.

**Moderate to Low Risk Areas:**

Zone B and X: Areas of moderate flood hazard, usually the area between the limits of 100-year and 500-year floods. B Zone are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square miles.

Moderate to Low Risk Areas that participate in NFIP, flood insurance is available to all property and renter in these zones.

**Soils:** Subdivider advises the soil is subject to low expansive soils.

Page 6 of the Geotechnical Evaluation for the "Canyons at Laughlin Ranch" dated July 31, 2006, prepared by GeoTek, Inc. – Nevada states,

"Based on our laboratory testing and our field evaluation, the soils on site were low expansive. Foundation recommendations for low expansive soil conditions are provided below. These recommendations are meant to be consistent with a BRAB Type II foundation system, which is lightly reinforced against shrinkage and temperature cracking. This type of foundation system can be reinforced with either steel reinforcement bars or post-tensioned cables. Post-tensioning for this type of foundation system should utilize the recommended design procedure by the Post-Tensioning Institute for "Design and Construction of Post-Tensioned Slabs-on-Grade" (second edition manual) using a minimum residual compressive strength of 50 psi. All reinforcing (steel or post-tensioning) should be properly designed and specified by the structural engineer."

The Geotechnical Evaluation further states at page 5,

"Based on our field exploration, laboratory testing, engineering and geologic analysis, it is our opinion that the subject site is suited for development from a geotechnical engineering and geological viewpoint."

**Known Geologic Conditions such as fissures, sink holes or other:** According to page 4 of the Geotechnical Evaluation for the "Canyons at Laughlin Ranch" dated July 31, 2006, prepared by GeoTek, Inc. — Nevada.

*“The site is situated in an area of active as well as potentially active tectonic faults, however, no faults were observed during our filed evaluation. In addition, no photo lineaments were observed crossing the property in our review of aerial photographs. There are a number of faults in the regional area which are considered active and would have an affect on the site in the form of ground shaking, should they be the source of an earthquake. These faults are mapped as high angle normal faults and are present in the Black Mountains to the east. The possibility of ground acceleration or shaking at the site may be considered as approximately similar to the Mohave region of Arizona as a whole.*”

It is reasonable to assume that structures built in this area will be subject to at least one seismic event during their life; therefore, it is recommended that all structures be designed and constructed in accordance with the 2003 International Building Code (IBC) and the requirements of Bullhead City.”

The Geotechnical Evaluation for the “Canyons at Laughlin Ranch” also states on page 5,

“Wilson and Moore (1959) do not depict any faults or fissures crossing the site. The nearest mapped fault is a tectonic fault and is located several miles southeast of the site in the Black Mountains. A field reconnaissance was performed in order to identify any possible faults on site. To perform the reconnaissance, our field personnel observed the surface of the site. No evidence of fissures or faults was observed during the reconnaissance.

Our review of readily available data indicates no recent evidence of subsidence or faulting in the area of the parcel. A detailed regional evaluation of the potential for these phenomena to affect the subject site is beyond the scope of this current study.”

Purchasers are advised to obtain additional information, including from the Arizona Geologic Survey at [www.azgs.az.gov](http://www.azgs.az.gov) or 602-708-8253 to determine for themselves what geologic conditions may exist at the subdivision and what affect they may have on their health, safety and welfare.

**Known Environmental conditions which would or may be detrimental to a purchaser’s health, safety or welfare:** The closed Silver Creek Landfill is located approximately 4 miles south of the subdivision. According to pages 1 and 2 of a Phase 1 Environmental Site Assessment for 5700+/- Acres of Vacant Land dated July 28, 2003, prepared by Southwest Technologies, Inc., which includes the subdivision and other property in Laughlin Ranch.

*“The Closed Silver Creek Landfill is located adjoining to the subject property at Township 20 North, Range 21 West, at the Northwest end of Section 20. The landfill was reportedly operated by the Mohave County Public Works for an unknown period of time until closure in 1996. According to Mr. Michael Hendrix,*

*Mohave County Public Works Director, the landfill was operated by the county and used for solid municipal refuse.*

.....  
*STI conducted a review of the Silver Creek Landfill file maintained at the BLM office in Lake Havasu City, Arizona on July 28, 2003. According to the correspondence contained within the case file, the Silver Creek Landfill is closed to the public and a soil cap has been placed over the former landfill surface. Both Mohave County and the BLM letters of correspondence reference repairs to the landfill cap from erosion and the need for clean up from promiscuous dumping activities. Most importantly noted in the file were references for Mohave County to conduct site characterization of the former landfill to assess impact to groundwater and the monitoring of the landfill area for the presence of methane. No site characterization reports or other information regarding the required monitoring of groundwater and methane were contained in the file.”*

The Phase 1 Environmental Site Assessment also states on page 2,

“This Phase 1 Environmental Site Assessment has revealed evidence of a recognized environmental condition in connection with the subject site.

- *The Closed Silver Creek Landfill is located adjoining to the subject property at Township 20 North, Range 21 West at the northwest end of Section 20. Based on the close proximity and the topographically upgradient location of the landfill to the subject property and the unknown status associated with the ground water and methane monitoring activities, STI considers the Silver Creek Landfill to represent an environmental condition to the subject property.*

*STI recommends periodically monitoring the Silver Creek Landfill Facility case file to review the status of the ground water and methane-monitoring activities associated with any future site characterization activities.”*

The Phase 1 Environmental Site Assessment states on page 8,

“STI did observe some promiscuous indiscriminate dumping on the subject property consisting of abandoned automobiles, household appliances and construction debris. STI did not observe obvious indications of bulk chemical waste dumping or bulk chemical disposal at the property during our site reconnaissance.”

The Phase 1 Environmental Site Assessment states on page 11,

“There is one facility on the Spills list within 0.5 miles of the subject site.

The listed spill incident was reported at Bullhead Parkway and Silver Creek. The spill material and affected media was not listed. The spill was reportedly less than 50 gallons in quantity and the reported response for cleanup was conducted on 12/19/2003. STI did not observe obvious indications of spill or stains associated with a spill on or adjacent to the subject property during our site visit. Based on the response and cleanup associated with the release, STI does not consider the spill incident to be a recognized environmental condition to the subject property.”

The Phase 1 Environmental Site Assessment is available for review upon request to subdivider.

**Adjacent Lands and Vicinity:**

N- SFR-R1  
S- Vacant Land  
E-Vacant land  
W-SFR-R1

**Gas:** Gas lines service this subdivision.

**High Voltage Lines:** High voltage power line is located on lands adjacent to the west side of the project.

**INFORMATION ON A PROPOSED OR EXISTING TRANSMISSION LINE AND SUBSTATION MAY BE AVAILABLE FROM THE ARIZONA CORPORATION COMMISSION OR FROM THE UTILITY COMPANY. IN ADDITION TO THE ABOVE DISCLOSED INFORMATION, BUYER SHOULD CONTACT THE UTILITY COMPANY FOR FURTHER AVAILABLE INFORMATION WHICH MAY INCLUDE STRUCTURE HEIGHTS, SCHEMATICS OF WHAT THE STRUCTURES WILL LOOK LIKE AND CONSTRUCTION SCHEDULES.**

**Construction:** Although Subdivider shall cause its contractor to construct the homes in general conformance with the applicable plans and specifications (collectively, the “Plans”), Subdivider or Subdivider’s contractor will likely make modifications and changes to the Plans in their sole and absolute discretion. Any such changes may or may not be reflected in the Plans on file with the governing municipality. Differences will exist in the as-built condition of the home compared to the Plans, and such a difference is not considered a defect or a breach of any warranty.

For the period of time that Subdivider and other builders, if any, are building in the community, there will be construction traffic and other development-related activities, which may result in additional traffic, noise or dust for the period of development.

Purchasers should be aware that homes situated adjacent to or in the vicinity of commercial property, multi-family sites, model home sites, worship sites, school sites, streets and roadways, trails, open spaces areas, construction related operations, other non-residential use and/or other recreational uses may experience an additional amount of noise, dust, odor, lighting, signage, as well as pedestrian and vehicular traffic typically associated with such uses.

Subdivider and its agents make no representation regarding how the property, not owned by Subdivider within and surrounding the subdivision, will be used or developed. Existing and/or proposed use of adjacent property is subject to change and is not within Subdivider's control.

**Arizona Native Desert Lands & Pests:** Cockroaches, rattlesnakes, black widow spiders, scorpions and other pests and animals are common in parts of Arizona. Fortunately, most pests can be controlled with pesticides. Scorpions, on the other hand may be difficult to eliminate. If a Purchaser has concerns, they should seek the advice of a pest control company. If these or any other creatures are a concern, Purchaser may contact the Arizona Game and Fish Department at (602) 942-3000, or visit their website at [www.azgfd.gov](http://www.azgfd.gov). For additional information, please visit [www.desertusa.com](http://www.desertusa.com).

**Termites:** During construction, each Residential Unit will be treated for termites with certain chemicals, as permitted by law. The termite protection warranty that is provided with the Residential Unit does not guarantee that termite infestation will not occur during the warranty period. The chemicals dissipate over time and other events may occur that will require the Residential Unit to be retreated. Certain actions to the Residential Unit, such as excessive watering and landscaping around the foundation of the Residential Unit, may void the warranty. The warranty starts the date of initial application during construction and ends three years from that date. The date of initial application and the name of the licensed pest control company will be disclosed at the close of escrow for such warranty purposes.

Subdivider advises there are no known unusual safety factors, other than the Prescott area is subject to controlled burns in the forest from time to time, which creates some smoke in the air.

Subdivider recommends that purchasers visit the community and drive around the general vicinity surrounding the subdivision on at least several occasions on different days and at different times to familiarize themselves with physical and other conditions to determine whether there are additional material factors that might affect their decision to purchase within the subdivision. Since Subdivider cannot predict every circumstance that may be material to a purchaser, it is imperative that purchasers satisfy themselves about the decision to purchase by investigating matters of concern to them.

The potential exists that a portion of the Residential Units sold within the Subdivision may include investor owned (non-owner occupied) Residential Units. Investor owned Residential Units may be leased for investment income, be occupied prior to resale, or remain vacant until resale.

Subdivider has used its best effort in an attempt to disclose all noteworthy activities and conditions surrounding this subdivision using the resources reasonably available to developer at the time this Public Report was prepared. This information may change from time to time. Prospective purchasers are encouraged to (i) drive the areas surrounding the subdivision (at different times of the day) to determine whether there exists any activities or conditions that may be of concern to Purchaser and (ii) determine to Purchaser's own satisfaction whether or not the items mentioned in the Public Report or discovered by Purchaser's own inspections are of concern to the Purchaser.

**VIEWS:** Views and or scenes that may be visible from particular portions of the community or any of its lots will change over time and may be wholly or partially obstructed as development activity continues and landscape matures. NEITHER THE SUBDIVIDER NOR THE MASTER DEVELOPER NOR ANY SALESPERSON OR REPRESENTATIVE OF THE SUBDIVIDER OR THE MASTER DEVELOPER MAKES ANY REPRESENTATION OR WARRANTY REGARDING THE FUTURE PROTECTION OF VIEWS THAT MAY BE A FACTOR IN THE PURCHASER'S DECISION TO PURCHASE IN GRANITE DELLS ESTATES OR THIS SUBDIVISION. THE PAYMENT OF ANY LOT PREMIUM FOR ANY LOT WILL NOT EQUATE TO ANY SUCH VIEW PROTECTION, WARRANTY OR GUARANTEE.

Purchaser's are advised that homes situated adjacent to or in the vicinity of including but not limited to: agricultural operations, dairy farms, canals, creeks, washes, rivers, flood plains, railroads, freeways, water reclamation/treatment plants, well site/storage tanks, landfills, commercial property, multi-family sites, worship sites, school sites, libraries, fire stations, municipal buildings, parks, trails, open space areas, golf courses, construction-related operations, industrial property, or other non-residential uses and/or other recreation amenities are likely to experience an additional amount of, including but not limited to: noise, odors, fumes, cultivation & related dust, agricultural burning, application of pesticides, irrigation and drainage, vibrations, pests such as flies and mosquitoes, lighting, vehicular and pedestrian traffic associated with the described uses and/or operations for an indefinite period of time.

PURCHASERS ARE ADVISED TO DETERMINE FOR THEMSELVES WHAT AFFECT, IF ANY, THE USES ADJACENT TO OR IN THE VICINITY OF THE SUBDIVISION WILL HAVE ON THE USE AND ENJOYMENT OF THEIR LOT.

Subdivider has used its best effort in an attempt to disclose all noteworthy activities and conditions surrounding this subdivision using the resources reasonably available to developer at the time this Public Report was prepared. This information may change from time to time. Prospective purchasers are encouraged to (i) drive the areas surrounding the subdivision (at different times of the day) to determine whether there exists any activities or conditions that may be of concern to Purchaser and (ii) determine to Purchaser's own satisfaction whether or not the items mentioned in the Public Report or discovered by Purchaser's own inspections are of concern to the Purchaser.

## **SUBDIVISION USE AND RESTRICTIONS**

**Use:** This offering is for *Improved* Lots.

**“Improved lot of parcel”** means a lot or parcel of a subdivision upon which lot or parcel there is a residential, commercial or industrial building or concerning a contract has been entered into between a subdivider and a purchaser that obligates the subdivider directly or indirectly through a building contractor, to complete construction of a residential, commercial or industrial building on the lot or parcel within two years from the date on which the contract of said for the lot is entered into.

**Zoning:** Single Family Residential

**Conditions, Reservations and Restrictions:** As stated in the recorded Declaration of Covenants, Conditions and Restrictions, filed Articles/Bylaws for the Laughlin Ranch Association and current zoning regulations for the City of Bullhead.

**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 Mohave County Recorder. Information about zoning may be obtained at the Office of the Bullhead City Planning and Zoning Department. Restrictions are recorded as cited in the following title exceptions and per the subdivision plat.

## **AIRPORTS**

**Public Airport:** Bullhead-Laughlin International Airport, 2250 Laughlin View Drive, Bullhead City, Arizona is located across the Bullhead Parkway from the project. Flights may produce aircraft noise as a result of aircraft flight and operations.

**SUBDIVISION IF LOCATED WITHIN TERRITORY IN THE VICINITY OF BULLHEAD-LAUGHLIN AIRPORT. FLIGHTS MAY PRODUCE AIRCRAFT NOISE AS A RESULT OF FLIGHT OPERATIONS.**

## **TITLE**

**Title to this subdivision** is vested in **Bullhead City Investments, LLC, a North Dakota Limited Liability Company**

**Subdivider’s interest** in this subdivision is evidenced by fee title.



SUBDIVIDER'S ONLY INTEREST IN THE DEVELOPMENT IS A RIGHT TO PURCHASE LOTS PURSUANT TO THE DESCRIBED OPTION AGREEMENT. YOU HAVE NO ASSURANCE THAT SUBDIVIDER WILL PURCHASE OR BUILD HOMES ON ALL DEVELOPMENT LOTS.

**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 **June 13, 2018** issued by **Pioneer Title Agency**. **You should obtain a title report and determine the effect of the listed exceptions.**

**EXCEPTIONS: SEE EXHIBIT "A" ATTACHED**

### **METHOD OF SALE OR LEASE**

**Sales:** Your vested interest/ownership interest in the property will be evidenced by the subdivider delivering a recorded deed to you and by your signing a Promissory Note and Mortgage or Deed of Trust for the unpaid balance, if any. You should read these documents before signing them.

YOU SHOULD READ THESE DOCUMENTS BEFORE SIGNING THEM.

**Release of Liens and Encumbrances:** Subdivider has made provisions for individual lot release provisions.

**Use and Occupancy:** Lot purchaser will be permitted to use and occupy his lot upon close of escrow, recordation of deed, and completion of construction and subdivision improvements.

**Leasehold Offering:** Will any of the property be leased?  Yes  No

**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 **2018** is **6.50** per \$100.00 assessed valuation. The estimated property tax for an improved lot (lot with dwelling), based on the above tax rate and average sales price of \$300,000.00, is approximately **\$1,950.00**.

**Special District Tax or Assessments:** There are no special district taxes other than included in real property tax bill.

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

**YOU ARE ADVISED TO READ THE RECORDED DECLARATION OF (COVENANTS, CONDITIONS AND RESTRICTIONS), ARTICLES OF INCORPORATION, DECLARATION OF CONDOMINIUM, BYLAWS FOR THIS SUBDIVISION TO DETERMINE THE RIGHTS OF LOT/UNIT OWNERS TO PARTICIPATE IN THE CONTROL OF THE PROPERTY OWNERS' ASSOCIATION AND TO DETERMINE THE RIGHTS, DUTIES AND LIMITATIONS OF OWNERS IN AND TO USE OF THEIR LOT/UNITS. FURTHER, YOU SHOULD DETERMINE FOR YOURSELF IF SUBDIVIDER'S ARRANGEMENTS AND PLANS FOR THE PAYMENT OF ASSESSMENTS ON UNSOLD LOTS/UNITS WILL BE SUFFICIENT TO FULFILL THE NEEDS, DEMANDS AND FINANCIAL OBLIGATIONS OF THE ASSOCIATION, AS SET FORTH IN THE DECLARATION AND BYLAWS.**

**EXHIBIT "A"**

1. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:  
2018
2. ANY DISTRICT, IMPROVEMENT DISTRICT, ASSESSMENTS OR BOND AS DISCLOSED BY THE RECORDS OF THE OFFICE OF THE COUNTY ASSESSOR OR TREASURER AND LIABILITIES AND OBLIGATIONS IMPOSED UPON SAID LAND BY REASON OF ITS INCLUSION WITHIN THE BOUNDARIES OF ANY COUNTY OR CITY SPECIAL IMPROVEMENT DISTRICTS.
3. LIABILITIES AND OBLIGATIONS IMPOSED UPON THE LAND, OR THE OWNER THEREOF, BY REASON OF INCLUSION OR MEMBERSHIP IN LAUGHLIN RANCH ASSOCIATION.
4. LIABILITIES AND OBLIGATIONS IMPOSED BY REASON OF THE FORMATION, BY THE CITY OF CITY OF BULLHEAD CITY OF A DISTRICT FOR BULLHEAD CITY SEWER IMPROVEMENT DISTRICT NO. 1.
5. RESERVATIONS, EXCLUSIONS, PROVISIONS, AND RIGHTS AS SET FORTH IN PATENT TO SAID LAND.
6. EASEMENT FOR COMMUNICATION SYSTEM, AS SET FORTH IN BOOK 72 OF DOCKETS, PAGES 160 AND 161. SAID EASEMENT DOES NOT AFFECT ANY LOTS PER THE PRELIMINARY PLAT DATED 10/25/2005 FOR THE CANYONS AT LAUGHLIN RANCH.
7. COVENANTS, CONDITIONS, RESTRICTIONS, LIABILITIES, OBLIGATIONS, AND EASEMENTS, AMENDED AND RESTATED RECORDED IN BOOK 5444 OF OFFICIAL RECORDS, PAGE 549, AND TRACT DECLARATION RECORDED IN BOOK 5553 OF OFFICIAL RECORDS, PAGE 202, AND FIRST AMENDMENT RECORDED IN BOOK 6550 OF OFFICIAL RECORDS, PAGE 685 AND SECOND AMENDMENT RECORDED IN BOOK 7206 OF OFFICIAL RECORDS, PAGE 146 AND AS SHOWN ON THE RECORDED PLAT OF SAID SUBDIVISION, BUT OMITTING, IF ANY, RESTRICTIONS INDICATING A PREFERENCE, LIMITATION, OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN, TO THE EXTENT SUCH RESTRICTIONS VIOLATE 42 U.S.C. 3604(C).
8. EASEMENTS AS SHOWN ON THE RECORDED PLAT OF SAID SUBDIVISION.
9. DOCUMENT ENTITLED "RESOLUTION NO. 2007R-06" RECORDED FEBRUARY 27, 2007, IN BOOK 6684 OF OFFICIAL RECORDS, PAGE 940.

(AFFECTS PARCEL NO. 2)

10. DOCUMENT ENTITLED "RESOLUTION NO. 2007R-10" RECORDED MARCH 26, 2007, IN BOOK 6725 OF OFFICIAL RECORDS, PAGE 195.

(AFFECTS PARCEL NO. 3)

11. EASEMENTS AND OTHER MATTERS, AS NOTED AND SHOWN ON BULLHEAD CITY SPLIT MAP NO. 249 RECORDED APRIL 2, 2007, IN BOOK 29 OF PARCEL PLATS, PAGE 78.

(AFFECTS PARCEL 3)

12. EASEMENTS AND OTHER MATTERS, AS NOTED AND SHOWN ON BULLHEAD CITY LAND SPLIT MAP NO. 250 RECORDED APRIL 2, 2007, IN BOOK 29 OF PARCEL PLATS, PAGE 79.

(AFFECTS PARCEL NO. 2)

13. EASEMENTS AND OTHER MATTERS, AS NOTED AND SHOWN ON REVISED BULLHEAD CITY LAND SPLIT MAPS RECORDED AUGUST 10, 2007, IN BOOK 30 OF PARCEL PLATS, PAGE 74.

(AFFECTS PARCEL NO. 3)

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

**END OF EXCEPTIONS**



**Arizona Department of Real Estate (ADRE)**  
Development Services Division  
[www.azre.gov](http://www.azre.gov)

100 NORTH 15<sup>th</sup> AVENUE, SUITE 201, PHOENIX, ARIZONA 85007

DOUGLAS A. DUCEY  
GOVERNOR

JUDY LOWE  
COMMISSIONER

In the Matter of the Petition of:  Better Builder Partners, LLC  Petitioner(s)	REGISTRATION NO.  DM18-059052  (SUBSEQUENT OWNER)
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The above-named petitioned the Commissioner of the Arizona Department of Real Estate for an exemption from the subdivision requirements of A.R.S. §32-2181.A and 32-2183.A, under the provisions of A.R.S. §32-2181.01, for the purpose of selling the following described property in accordance with the exemption provisions of A.R.S. §32-2181.02(B)(2):

LOTS 21 THROUGH 37, INCLUSIVE AND LOTS 49 AND 50, OF THE CANYONS AT LAUGHLIN RANCH, TRACT 5152, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 13, 2006, AT FEE NO. 2006-060823, IN THE OFFICE OF THE COUNTY RECORDER OF MOHAVE COUNTY, ARIZONA.

It appearing that the above described lots will be sold by Petitioner using Subdivision Public Report dated July 13, 2018, Registration No. DM18-059052, in accordance with the provisions of A.R.S. §32-2181.02(B)(2). The subdivider acknowledges the requirement to file a subdivision public report application if there are any inaccuracies in the current Subdivision Public Report.

NOW, THEREFORE, IT IS ORDERED under authority of A.R.S. §32-2181.01 that the sale of the above described lots/units is exempt from A.R.S. §32-2181.02(B)(2)(a) provided:

1. The lots/units are sold as stated in the petition, this order and in accordance with all other provisions of A.R.S. §32-2181.02(B)(2);

Petitioner:

Subdivision: The Canyons at Laughlin Ranch, Tract 5152 / DM18-059052 (SUBX)



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DOUGLAS A. DUCEY  
GOVERNOR

JUDY LOWE  
COMMISSIONER

2. It being understood that this exemption is only granted to the named petitioner and does not extend to any subsequent owners or purchasers; and
3. This exemption order is attached to the front of the Subdivision Public Report provided to purchasers.

Failure to comply with any of the terms, conditions or representations made in connection with the Petition for Special Order of Exemption or failure to comply with any terms or conditions of this Order shall render this Order void and a Summary Order of Suspension may be issued.

By Order of the Commissioner of the Arizona Department of Real Estate.

Dated this *22* day of *October*, 2020.

  
\_\_\_\_\_  
Judy Lowe  
Real Estate Commissioner  
Arizona Department of Real Estate

Petitioner:

Subdivision: The Canyons at Laughlin Ranch, Tract 5152 / DM18-059052 (SUBX)