**SUBDIVISION PUBLIC REPORT (DISCLOSURE REPORT)**

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| **SUBDIVISION INFORMATION** |
| Legal Name: |
| Marketing Name: |
| Registration Number: | Effective Date: |
| Developer Name: |
| Developer Address: |
| City: | State: | ZIP: |

PROPERTY REPORT DISCLAIMER

This report is not a recommendation nor an endorsement by the State of Arizona of this land. The public report reflects information provided by the subdivider and not all of the information in this report has been verified by the Department. Certain 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 of any improvement in this development.

The Arizona Department of Real Estate requires that:

1. You are given this public report.
2. You sign a receipt indicating that you received this report.

The Arizona Department of Real Estate 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 the 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 Contracts or agreements for the purchase of an unimproved lot (without a building) \* may be rescinded by you without cause by sending or delivering written notice of rescission by midnight of the seventh calendar day following the signing.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.

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| --- |
| **GENERAL** |
| This report includes: |
|
|
| The map of this subdivision is recorded in Book/Cabinet \_\_\_\_\_\_ page/slide \_\_\_\_\_\_, records of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Arizona. |
| The subdivision is approximately \_\_\_\_\_\_\_\_ acres in size. It has been divided into \_\_\_\_\_\_\_\_. Lot boundaries will be: |
| Location (location, city, county, state): |

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.

| **UTILITIES** |
| --- |
| **Electricity** |
| Provider’s Name: | Phone: |
| Fees: | Website: |
| **Telephone** |
| Provider’s Name: | Phone: |
| Fees: | Website: |
| **Cable** |
| Provider’s Name: | Phone: |
| Fees: | Website: |
| **Internet/Fiber Optic** |
| Provider’s Name: | Phone: |
| Fees: | Website: |
| **Natural Gas** |
| Provider’s Name: | Phone: |
| Fees: | Website: |
| **Water** |
| Provider’s Name: | Phone: |
| Fees: | Website: |
| **Sewage Disposal** |
| Provider’s Name: | Phone: |
| Fees: | Website: |
| **Garbage Services** |
| Provider’s Name: | Phone: |
| Fees: | Website: |
| **Additional** |
| Subdivider/Master Developer will or has completed the extension of the utilities to the lot line by \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. |

Purchasers are advised to contact the above listed providers regarding extension rules, regulations, service connections, installation charges, account setup fees, and the costs involved. Costs are subject to change by the service providers.

| **STREETS, ROADS, AND DRAINAGE** |
| --- |
| **Access to the Subdivision** |
| Access is: | * [ ]  Public.
 |
| * [ ]  Private.
 |
| Status is: | * [ ]  Complete.
 |
| * [ ]  Will be complete by:
 |
| Maintenance is provided by: | * [ ]  City/County.
 |
| * [ ]  HOA.
 |
| Purchasers’ costs are included in: | * [ ]  Property Taxes.
 |
| * [ ]  HOA Assessments.
 |
| **Access within the Subdivision** |
| Access is: | * [ ]  Public.
 |
| * [ ]  Private.
 |
| Status is: | * [ ]  Complete.
 |
| * [ ]  Will be complete by:
 |
| Maintenance is provided by: | * [ ]  City/County.
 |
| * [ ]  HOA.
 |
| Purchasers’ costs are included in: | * [ ]  Property Taxes.
 |
| * [ ]  HOA Assessments.
 |
| **Streetlights** |
| Are: | * [ ]  Complete.
 |
| * [ ]  Will be complete by:
 |
| Electricity is paid for by: | * [ ]  City/County.
 |
| * [ ]  HOA.
 |
| Purchasers’ costs are included in: | * [ ]  Property Taxes.
 |
| * [ ]  HOA Assessments.
 |
| **Flood and Drainage** |
| State type of flood or drainage protection: | * [ ]  Complete.
 |
| * [ ]  Will be complete by:
 |
| Maintenance will be provided by: | * [ ]  City/County.
 |
| * [ ]  HOA.
 |
| Purchasers’ costs are included in: | * [ ]  Property Taxes.
 |
| * [ ]  HOA Assessments.
 |
| **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 land.az.gov, or call (602) 542-4631. |

| **LOCAL SERVICES AND FACILITIES** |
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| **Schools** |
| Elementary School Name: | Driving Distance: |
| Elementary School Address: |
| Transportation Provided: | Elementary School Phone: |
| Middle School Name: | Driving Distance: |
| Middle School Address: |
| Transportation Provided: | Middle School Phone: |
| High School Name: | Driving Distance: |
| High School Address: |
| Transportation Provided: | High School Phone: |
| Purchasers are advised that school boundaries and school bus transportation may change. You should contract the school district regarding the current location of schools and bus service. |
| **Shopping Facilities** |
| Name and address of nearest shopping facilities for food/water: |
| Name and address of nearest shopping facilities for medical supplies: |
| **Public Transportation** |
| Provider’s Name: | Phone: |
| Website: | Nearest pickup location and distance: |
| **Urgent Care Facility** |
| Name of Nearest Facility: | Address: |
| Phone: | Distance: |
| **Hospital** |
| Name of Nearest Facility: | Address: |
| Phone: | Distance: |
| **Fire Protection** |
| Provider’s Name: | Purchaser’s Cost: |
| **Ambulance Services** |
| Ambulance Services are: | * [ ]  Available and can be requested by:
 |
| * [ ]  Not available.
 |
| **Police Services** |
| Provider’s Name: |

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** |
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| **Within the Subdivision** |
| State all common area amenities that are complete or will be completed: |
| Are: | * [ ]  Complete.
 |
| * [ ]  Will be complete by:
 |
| Maintenance is provided by: | * [ ]  City/County.
 |
| * [ ]  HOA.
 |
| Purchasers’ costs are included in: | * [ ]  Property Taxes.
 |
| * [ ]  HOA Assessments.
 |
| **Within the Master Planned Community** |
| State all common area amenities that are outside of this subdivision, but that are a part of the master community and can be used by the residents of this subdivision: |
| Are: | * [ ]  Complete.
 |
| * [ ]  Will be complete by:
 |
| Maintenance is provided by: | * [ ]  City/County.
 |
| * [ ]  HOA.
 |
| Purchasers’ costs are included in: | * [ ]  Property Taxes.
 |
| * [ ]  HOA Assessments.
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| **ASSURANCES FOR COMPLETION OF IMPROVEMENTS** |
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| **Assurances for Completion of Subdivision Facilities** |
| If the subdivision improvements are not complete, then state the assurances that are currently in place for the completion of the subdivision improvements (e.g., Occupancy Clearance Agreement, Performance Bond, Letter of Credit, etc.): |
| **Assurance for Maintenance of Subdivision Facilities** |
| State what provisions are in place as assurance that the improvements will be maintained: |

| **PROPERTY OWNERS’ ASSOCIATION(S)** |
| --- |
| **Name and Assessments** |
| Name of the HOA: | Current Assessments: |
| Payment frequency:* [ ]  Monthly
* [ ]  Quarterly
* [ ]  Semi-Annually
* [ ]  Annually
 | Type:* [ ]  Master HOA
* [ ]  Sub-HOA
 |
| **Control of Association** |
| This information is usually taken from the recorded CC&Rs, from the period of Declarant control, as to how the control of the association will be turned over to the residents. |
| **Title to Common Areas** |
| When and under what conditions will title to the common areas be transferred to the city/county or HOA: |
| Are the common areas subject to any lien or encumbrance and if so, explain how purchasers’ use will be protected in the event of default: |
| **Membership** |
| Who will be members of the HOA: |

Payments to property owners associations are subject to change in accordance with recorded restrictions. Said association may also impose special assessments.

| **SUBDIVISION CHARACTERISTICS** |
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| **Topography** |
| Describe physical characteristics of the land (e.g., level, hilly, rocky, loose soil, washes, arroyos, canyons, etc.): |
| **Flooding and Drainage** |
| State whether the subdivision is subject to any known flooding or drainage problems or downstream from any existing flood structure/dam: |
| Restate the information from the engineer’s Flood Letter for the subdivision and date: |
| **Soils** |
| State whether the subdivision lots that are subject to subsidence or expansive soils: |
| Restate the Executive Summary information from the soils report and date: |
| **Adjacent Lands and Vicinity** |
| State the zoning codes and definition for the adjacent lands: |
| Describe any existing or proposed land uses adjacent to and within a two (2) mile radius, including American Indian reservation lands within five (5) miles: |
| Describe any natural gas pipelines within 500 feet of the subdivision boundaries: |
| State if there are any existing or proposed high voltage power lines (115kv or greater) or any existing proposed substations (115kv or greater) within the boundary of the subdivision or within ½ miles of the subdivision boundary: |
| State if all or any portion of the subdivision is located in an open range or area in which livestock may roam at large under the laws of this state and what provisions, if any, have been made for fencing of the subdivision to preclude livestock from roaming within the subdivided lands: |

| **SUBDIVISIONS USE AND RESTRICTIONS** |
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| **Use** |
| [ ]  This offering is for (Vacant Lot, Lot with Dwelling, etc.): | [ ]  Zoning (Single Family, Multi-Family, etc.): |
| **Conditions, Reservations, and Restrictions** |
| Give full disclosure of other conditions or provisions which may limit the use or occupancy of the property offered in this application: |
| **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 \_\_\_\_\_\_\_\_\_\_\_\_\_ County Recorder. Information about zoning may be obtained at the Office of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Planning and Zoning Department. Restrictions are recorded as cited in the following title exceptions and per the subdivision plat. |
| **Condominium Conversion** |
| State whether the condominium is conversion from multi-family rental to condominiums: |

| **AIRPORTS** |
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| **Military Airport** |
| State the name and location of the military airport in the vicinity as defined in A.R.S. 28-8461, if applicable. If applicable, the disclosure identified under A.R.S. 32-2183 (A) must be included on the first page of this report in bold twelve point font block letters with a copy of the airport map as an exhibit at the end of this report. |
| **Public Airport** |
| State the name and location of the public airport in the vicinity as defined in A.R.S. 28-8486, if applicable: |
| **Airport** |
| State the closest airport to the subdivision: |

| **TITLE** |
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| Title to this subdivision is vested in: |
| Subdivider’s interest is this subdivision is evidenced by: |
| 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. You should obtain a title report and determine the effect of the listed exceptions. |
| Exceptions: See Exhibit “A” Attached. |

| **METHOD OF SALE OR LEASE** |
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| **Sales** |
| State how sales will be made and conveyance to purchasers will be made. Include the name and business address of the broker contracted with the Developer. If none, explain why: |
| **Release of Liens and Encumbrances** |
| State all liens and encumbrances recorded against the property and if there are any unrecorded liens: |
| **Use and Occupancy** |
| When will purchasers be able to use and occupy their lot/unit? |
| **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** |
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| **Real Property Taxes** |
| The combined primary and secondary property tax rate for this subdivision for the year 20\_\_\_\_, is \_\_\_\_\_\_\_\_\_\_ 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 \_\_\_\_\_\_\_\_\_\_, is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The estimated property tax for an unimproved lot (vacant) based on the above tax rate and average sales price of \_\_\_\_\_\_\_\_\_\_, is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
| Special District Tax or Assessments |
| **Central Arizona Ground Water Replenishment District (CAGRD)** |
| The subdivision is enrolled as a Member Land of the Central Arizona Groundwater Replenishment District (“CAGRD”) pursuant to A.R.S. §48-3772 and 48-3774. The CAGRD is managed and operated by the Central Arizona Water Conservation District (“CAWCD”), which manages and operates the Central Arizona Project.  The CAGRD is obligated by statute to replenish the excess groundwater delivered to its members’ by the municipal water provider.  CAGRD is required to levy an annual replenishment assessment against each parcel of Member Land to pay its replenishment costs and expenses, pursuant to A.R.S. §48-3778.  The replenishment assessment is not included in the tax estimates given above.  A parcel’s replenishment assessment is based on an assessment rate established annually by the CAWCD Board of Directors, multiplied by the actual volume of excess groundwater reported to be delivered to the parcel in the previous year.  Therefore, a parcel’s replenishment assessment will vary from year to year and will likely increase over time.  The assessment is included in each parcel owner’s annual property tax statement and is collected by the County Treasurers Office.   For further information, you may contact CAGRD at (623) 869-2243 or visit their website at [www.cagrd.com](http://www.cagrd.com/). |
| CAGRD FPN Number: |
| 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 owner’s association and to determine the rights, duties, and limitations of owners in and to use of their lots/units. Further, you should determine for yourself if the 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**

Title Exceptions

Title Report exceptions listed below:

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| **Notice to Applicant Pursuant to** [**A.R.S. § 41-1030**](https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/01030.htm) |
| An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.  |
| This section may be enforced in a private civil action and relief may be awarded against the State. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.  |
| A State employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the Agency's adopted personnel policy.  |
| This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02  |
| **Notice to Applicant Pursuant to** [**A.R.S. § 41-1093**](https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/01030.htm) |
| An agency shall limit all occupational regulations to regulations that are demonstrated to be necessary to specifically fulfill a public health, safety or welfare concern. Pursuant to sections 41-1093.02 and 41-1093.03. Arizona Revised statutes, you have the right to petition this agency to repeal or modify the occupational regulation or bring an action in a court of general jurisdiction to challenge the occupational regulation and to ensure compliance with section 41-1093.01, Arizona Revised Statutes.  |
| **Notice to Applicant Pursuant to** [**A.R.S. § 41-1093.08**](https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/01093-08.htm) |
| Pursuant to Arizona Revised Statutes, Title 41, Chapter 6, Article 11, an applicant, licensee, registrant or certificate holder may petition the Office of Administrative Hearings to request a review of a denial, suspension or revocation of a license, registration or certificate for a prior criminal offense. |