



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

FOR  
**RED HAWK II SUBDIVISION, UNITS 2 AND 3**  
**aka RED HAWK AT J-6 RANCH**

Registration No. DM18-059163

**SUBDIVIDER**

RED HAWK RANCH PROPERTIES, LLC  
1650 N. KOLB Rd., Suite 132  
Tucson, Arizona 85715

Effective Date: October 31, 2018

First Amendment Effective Date: March 23, 2020

Second Amendment Effective Date: August 6, 2024

**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 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 CONTRACTS OR AGREEMENTS FOR THE PURCHASE OF AN UNIMPROVED LOT (WITHOUT A BUILDING)\* MAY BE RESCINDED BY YOU WITHOUT CAUSE BY SENDING OR DELIVERING WRITTEN NOTICE OF RESCISSION BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE SIGNING.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:** Lots 97 – 138 - 141 – 177 180,183,186,191,192,195 - 200, 202 - 244, - 249,254, 255, 256, 259, 260, 261, and 263 – 288

**The map of this subdivision** is recorded in Book 15 Plats pages 92-92M, records of Cochise County, Arizona and thereafter corrected by Declaration of Scrivener's Letter recorded on January 25, 2008, in Document No. 0801-02412.

The subdivision is approximately 672 acres in size. It has been divided into 192. Lot boundaries will be permanently staked with rebar.

The minimum floor elevations including basements shall be 12" above the highest natural ground elevation at the building pad. No building shall be oriented in such a way as to block the natural storm runoff. All lots are subject to the requirements of the Hydrology and Hydraulic study prepared for this subdivision and on file with the Cochise County Highway and Floodplain Department

### General Notes:

This Subdivision has Public streets that are maintained by Cochise County. All Public streets within the Subdivision are to be paved by subdivider.

The minimum floor elevations including basements shall be 12" above the highest natural ground elevation at the building pad. No building shall be oriented in such a way as to block the natural storm runoff. All lots are subject to the requirements of the Hydrology and Hydraulic study prepared for this subdivision and on file with the Cochise County Highway and Floodplain Department

**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:** Benson, Cochise County, Arizona. Traveling East on the I-10 from Phoenix past Vail, take a right on exit 297 South and travel approximately 1 mile to the Subdivision.

## **UTILITIES**

**Electricity:** Sulphur Springs Electric Cooperative, Inc. (520) 586-2238 [www.ssvec.org](http://www.ssvec.org) .

The Developer is responsible for bringing the facilities to the lot lines. The average cost to bring electricity to the home from the lot line is \$3,500, which may vary depending on the distance from

the home to the lot line. Currently the facilities are located ½ mile from the furthest Lot. Cost for the installation to the lot line is included in the sales price. A deposit of \$240.00 may be required. In addition to the above fee each lot owner must pay a design fee in the amount of \$100.00 plus a fee of approximately \$7.00 per foot for trenching and line installation to the dwelling (minimum of 75 feet). This applies to both “Improved and Unimproved Lots”. Facilities will be completed to the lot lines by March 22, 2025.

**Telephone:**

Century Link 800-366-8201 [www.centurylink.com](http://www.centurylink.com) It is the responsibility of the developer to extend the facilities to the lot lines. Currently the facilities are located ½ mile from the furthest Lot. Purchaser will be responsible for a deposit of \$240.00 which may be required depending on credit history. Establishment fee is approximately \$27.50 plus tax. All costs associated with telephone service to the lot line will be included in the sales price for both “Improved and Unimproved Lots”. Homeowner will be responsible installation fees from the lot line to the dwelling. The estimated cost lot purchaser will have to pay for completion of facilities from lot line to the dwelling is approximately \$200.00. Contact phone provider for additional information. Facilities will be completed to the lot lines by March 22, 2025.

**Cable:**

Provider is Cox Cable TV (520) 458-4705 email [www.connectmycable.com](http://www.connectmycable.com). Purchaser is responsible for cost to lot line. Cost from lot line to dwelling is approximately \$6.00 per foot. Purchaser's fees in order to receive service \$34.95 Base Hook-up Rate. Monthly rate would depend on the type of service purchaser would like Cox to provide. Facilities will be maintained to the lot lines by the provider and from lot line to dwelling by purchaser. Developer has no responsibility for any cost towards the purchaser's acquisition of the facilities.

**Internet or Fiber Optic:**

Provider is Cox High Speed Internet (877) 892-5238 email [www.buycox.com](http://www.buycox.com) Purchaser is responsible for cost to lot line. Cost from lot line to dwelling is approximately \$6.00 per foot. Purchaser's fees in order to receive service is based on services requested but basic hookup fees start at \$19.95. Monthly rate would depend on the type of service purchaser would like Cox to provide. Facilities will be maintained to the lot lines by the provider and from lot line to dwelling by purchaser. Developer has no responsibility for any cost towards the purchaser's acquisition of the facilities.

**Natural Gas:** Developer advises that Natural Gas is not available but propane is allowed.

Provider is Barnett's Propane LLC, <https://barnettspropane.com>, 520-628-8525. It is the sole responsibility for the purchaser to pay for the propane services, not the Developer. Cost are as follows:

**250 Gallon Tank**

**200 Gallons of propane @ 2.10/ gallon \$420.00**

**First year tank lease is Free (after the 1<sup>st</sup> year it is \$50.00 plus tax a year)**

**Two Stage Regulator-\$75.00**

**Tank Delivery Fee- \$15.00**

**Tax- \$39.85**

**Total Cost \$549.85**

**500 Gallon Tank****400 Gallons of propane @ 2.10/ gallon \$840.00****First year tank lease is Free (after the 1<sup>st</sup> year it is \$60.00 plus tax a year)****Two Stage Regulator-\$75.00****Tank Delivery Fee- \$15.00****Tax- \$73.66****Total Cost \$1,003.66**

**Cash price for Propane as of July 17<sup>th</sup>, 2018 is \$2.10 plus tax per gallon to fill the tank. Minimum delivery for a \$250 gallon tank is 100 gallons and 200 gallons for a 500 gallon tank. Price for minimum delivery is \$2.10 plus tax per gallon. Prices are subject to change without notice so Developer urges purchasers to call provider prior to purchase.**

**Water:**

Empirita Water Company, L.L.C. (520) 544-5610. Estimated costs lot purchaser will have to pay for completion of facilities from lot line to dwelling is currently approximately \$12.00 per foot (minimum of 75 feet). Establishment fee is currently approximately \$30.00 and meter fee of approximately \$510.00. All costs the above cost associated with water lines will be the same for both "Improved and Unimproved Lots"

**Sewage Disposal:**

SEPTIC LEACH SYSTEM OR ALTERNATIVE ON-SITE WASTEWATER TREATMENT FACILITY

CONVENTIONAL SEPTIC AND LEACH LINE SYSTEM ACCEPTABLE TO ADEQ OR LOCAL AGENCY AUTHORIZED BY ADEQ TO ISSUE.

THE OWNER OF THE APPROVED LOT SHALL OBTAIN SITE-SPECIFIC PERMITS FOR CONSTRUCTION AND OPERATION FROM COCHISE COUNTY HEALTH DEPARTMENT BEFORE CONSTRUCTING ANY ON-SITE WASTEWATER TREATMENT FACILITY OR ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY, IF THE COUNTY OR CITY IS NOT DELEGATED AUTHORITY TO APPROVE THE ON-SITE WASTEWATER TREATMENT SYSTEM.

IF ANY APPROVED LOT IS DETERMINED TO BE NOT SUITABLE FOR CONSTRUCTION AND OPERATION OF A CONVENTIONAL SEPTIC DISPOSAL SYSTEM, THE LOT OWNER SHALL OBTAIN SITE-SPECIFIC CONSTRUCTION AND OPERATING PERMITS FOR AN ALTERNATIVE ON-SITE WASTEWATER TREATMENT FACILITY FROM ADEQ OR FROM THE LOCAL AGENCY AUTHORIZED BY ADEQ TO ISSUE SUCH PERMITS. THE COST OF AN ALTERNATIVE ON-SITE WASTEWATER TREATMENT FACILITY MAY BE IN EXCESS OF \$15,000.00

CONVENTIONAL SEPTIC SYSTEM COST IS APPROXIMATELY \$5,500.00

BASED ON THE RESULTS OF PERCOLATION TESTS, SOIL BORINGS, AND THE COMMENTS/CONCLUSIONS CONTAINED IN THE GEOLOGICAL REPORT, IT IS PROBABLY THAT CONVENTIONAL SEPTIC SYSTEMS WILL NOT BE AN

ACCEPTABLE MEANS OF SEWAGE DISPOSAL FOR THE SOME OF LOTS WITHIN RED HAWK II SUBDIVISION UNITS 2 AND 3 SUBDIVISION.

AT THE TIME OF THE ADEQ APPROVAL FOR RED HAWK II SUBDIVISION UNITS 2 AND 3 SUBDIVISION LOTS 97-288, THE FOLLOWING LOTS SHARE A BOUNDARY WITH UNSUBDIVIDED LAND: LOTS 103-107, 111, 112, 127-129, 142-147, 149-151, 165, 166, 184, 186-191, 193, 194, 198-221, 239-243, 252, 256, 257, 266, 267, 274-281.

THE REQUIRED SETBACK FOR ON-SITE SEWAGE SYSTEMS (INCLUDING THE RESERVED DISPOSAL AREA) FROM UNSUBDIVIDED LAND IS 50 FEET MINIMUM

UNLESS THE DWELLINGS AND OTHER FUTURE IMPROVEMENTS ON THE UNSUBDIVIDED LAND WILL BE SERVED BY A COMMUNITY WATER SYSTEM, OR AN APPROPRIATE WAIVER HAS BEEN OBTAINED FROM THE ADJACENT PROPERTY OWNER(S).

SUBSTANTIAL PORTIONS OF THE RED HAWK II, SUBDIVISION UNITS 2 AND 3 CONTAIN WATERCOURSES OR OTHER TOPOGRAPHIC FEATURES EASEMENTS WHICH RESTRICT THE SPACE AVAILABLE FOR PLACEMENT OF THE ON-SITE SEWAGE SYSTEM (INCLUDING THE RESERVE DISPOSAL AREA) AND CONSEQUENTLY MAY RESTRICT THE LOCATION AND/OR SIZE OF THE HOME TO BE CONSTRUCTED.

THIS APPROVAL IS BASED UPON ADEQ EVALUATION OF SANITARY FACILITIES FOR A SINGLE FAMILY DWELLING WITH FOUR BEDROOMS ON EACH LOT. SOME LOTS MAY ACCOMMODATE LARGER SEWAGE DISPOSAL CAPACITIES, SUBJECT TO LOCAL APPROVALS.

THE ADEQUACY OF THE 100-YEAR WATER SUPPLY WAS REVIEWED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES WITH REGARD TO PHYSICAL, LEGAL AND CONTINUOUS AVAILABILITY TO DETERMINE IF THE WATER SUPPLY IS OF ADEQUATE QUANTITY AS SET FORTH IN A.A.C. R12-15-701 et seq, AND THEREFORE THE DEPARTMENT FINDS THE WATER SUPPLY TO BE ADEQUATE TO MEET THE SUBDIVISION'S PROJECTED NEEDS.

**All costs associated with Septic will be the same for both "Improved and Unimproved Lots"**

***IF SEPTIC/ALTERNATIVE ON-SITE SYSTEM CANNOT BE INSTALLED, PURCHASER WILL RECEIVE PURCHASE PRICE BACK, UPON REQUEST TO THE SELLER IN WRITING. THE MONEY WILL BE REFUNDED IN A CASHIERS CHECK.***

**Garbage Services:**

Canyon State Disposal -Cost Is Approximately \$25.00 Monthly, Collection Weekly.

**Developer will or has completed the extension of the utilities to the lot line by March 22, 2025.**

**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 have been completed by the developer and have been accepted by and are maintained by Cochise County. Maintenance fees are included in real property taxes. Roadways are accessible by 2 and 4 wheeled emergency vehicles.

**Access within the Subdivision:** Asphalt paved public streets have will be been completed by October 22, 2024 and have access to lots 139-142, 178-201 and 244-262, the remainder roads will be completed by the developer by March 22, 2025. No lots will be sold until access is completed and the County has approved infrastructure. All installation cost are included in the sales price of the property. All Streets within the Subdivision are maintained by Cochise County.

**Street Lights:** Developer advises that street lights are not available to this subdivision.

#### **Flood and Drainage:**

Culverts crossing the streets and bank protection have been completed by the developer on lots 139-142, 178-201 and 244-262. The remainder of the lots will be completed by the developer by December 30, 2022. All costs associated with installation will be included in the sales price for both "Improved and Unimproved Lots". Cochise County had accepted lots 139-142, 178-201 and 244-262, for maintenance. Maintenance fees are included in real property taxes

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



**LOCAL SERVICES AND FACILITIES****Schools:**

Benson Primary School, 360 South Patagonia St. Benson, AZ 85602-Approximately 8.5 Miles East of Subdivision

Benson Middle School, 360 South Patagonia St. Benson, AZ 85602 -Approximately 8.5 Miles East of Subdivision

Benson High School, 360 South Patagonia St. Benson, AZ 85602-Approximately 8.5 Miles East of Subdivision

**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 BENSON SCHOOL DISTRICT at 520-720-6700 REGARDING THE CURRENT LOCATION OF SCHOOLS AND BUS SERVICE.**

**Shopping Facilities:**

Wal-Mart Shopping Center Is Located Approximately 8 Miles from Subdivision

**Public Transportation:**

None

**Medical Facilities:**

Benson Hospital, 450 S. Ocotillo Avenue, Benson, Arizona, Approximately 8 Miles East of Subdivision

**Fire Protection:**

Mescal Valley Volunteer Fire Department-Cost Included In Real Property Taxes

**Ambulance Service:**

Mescal Valley Volunteer Fire Department-388 A J-Six Ranch Road, Benson, Arizona, 85602-(520) 586-7007

**Police Services:**

Cochise County Sheriff's 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:**

The Developer advises that there has been an RV storage area built and is maintained by Developer.

THE DEVELOPER SHALL RESERVE THE RIGHT, IN ITS SOLE DISCRETION, TO CONVEY OF THE FACILITY TO THE ASSOCIATION AND THE ASSOCIATION SHALL ACCEPT SUCH PROPERTY AS COMMON AREA AND AT SUCH TIME WILL BE RESPONSIBLE FOR IT'S MAINTENANCE.

### **Within the Master Planned Community:**

Developer advises that this is not in a master planned community.

## **ASSURANCES FOR COMPLETION OF IMPROVEMENTS**

### **Assurances for Completion of Subdivision Facilities:**

Assurance agreement with Cochise County, the developer and Pioneer Title Agency, Inc., an Arizona corporation recorded at Fee No. 2018-09518 and Extension recorded at Fee No. 2022-01912 and also shown as Item T of index for Public Report. Infrastructure will be completed by the developer no later than March 22, 2025.

### **Assurances for Maintenance of Subdivision Facilities:**

All Utility Companies own equipment. Maintenance of Roads will be Cochise County's by acceptance and Public Dedication one year after completion. Common Areas will be maintained by The Homeowner's Association.

## **PROPERTY OWNERS ASSOCIATIONS**

**Name and Assessments:** Red Hawk at J-6 Ranch Property Owners Association, Inc.-\$150.00 per year.

### **Control of Association:**

The "Turnover Date" Shall Be The First To Occur Of (I) The Day On Which Title To Greater Than Ninety Percent (90%) Lots In The Properties (Including Lots Then Annexed To The Original Properties) Is Conveyed To Third Party Purchasers (Other Than Declarant) For The Value Other Than As Security For Performance Of An Obligation (And Other Than An Assignee Of Declarant So Designated In Writing, Or An Affiliate Or Partner Of Declarant Or An Entity In Which Declarant Or Its Members Or Partners Are Affiliated As Partners, Shareholders Or Members) Or (Ii) Such Date As Declarant By Written Instrument Allows The Class A Members To Succeed To Voting Rights. Declarant Shall Have The Right, However, To Allow The Class A Members To Cast Votes, While At The Same Time Reserving Unto The Declarant, So Long As It Owns More Than Ten Percent (10%) Of The Lots, The Exclusive Right To Appoint Or Remove The Board Of

The Association And The Design Review Committee, And May Further Reserve The Right To Amend This Declaration, And Before And After "Turnover Date", Declarant Shall Retain 7 Votes Per Lot Owned By Declarant.

**Title to Common Areas:**

There are no common areas on the plat.

**Membership:**

All Lot owners will be members

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

## **SUBDIVISION CHARACTERISTICS**

**Topography:**

Land has rolling grasslands, loose soil and an occasional wash (arroyo), with mesquite trees.

**Flooding and Drainage:**

In a letter dated November 6, 2007 by Jason C. Mercer, P.E., of Morrison Maierle, Inc., cited in part that the subdivision known as Red Hawk II Subdivision Units 2 and 3, is outside of any FEMA regulatory flood plain and has been so designed by Morrison Maierle, Inc. The plans have been approved by the appropriate agencies and if constructed to these approved plans all finished floors will be above the 100-year flood elevation. Flood Insurance will not be required for any lot within the referenced subdivision.

**Soils:**

In A letter from Mr. Lyle M. Tweet, P.E. of LMT Engineering, Inc., dated January 30, 2006 states in part:

Samples retrieved during the field exploration were transported to the laboratory for further evaluation. As presented on the Logs of Borings, Silty sand (SM) with varying amounts of gravel was encountered. The soils in all the Test borings had non-plastic to low plasticity fines. The soils were dry to slightly damp throughout the borings. Groundwater was not encountered in any of the borings.

A shrinkage factor of 15 percent and ground compaction factor of 0.1 feet are recommended for use to compensate for densification of the existing subgrade soils when compacted. These factors do not include encountered materials that are unsuitable for use or materials lost in transit. The factors are based on materials being compacted to minimums of 95% of the densities as determined by ASTM D-698. Higher compaction would result in higher shrinkages and ground compaction factors.

**Adjacent Lands and Vicinity:**

North And East Ru-4 (Rural)

South Sr-87 (Single Household Residential)

West RH (Pima County, Rural Homestead Zone)

Union Pacific Railroad Tracks Runs Approximately 3 Miles To The North Of Subdivision.

I-10 Is Located 2 Miles To The North Of Subdivision

: State if there are any natural gas pipelines within 500 feet of the subdivision boundaries.

None

**High Voltage Lines:**

None

**Open Range:**

Developer advises that the property is not in an open range area.

**SUBDIVISION USE AND RESTRICTIONS**

**Use:** This offering is for Vacant Lot, Lot with Dwelling, etc.

Zoning: Single Family Residence

**Conditions, Reservations and Restrictions:**

Note: Subdivider advises that 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. SUBDIVIDER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE FUTURE PROTECTION OF VIEWS, WHICH MAY BE A FACTOR IN THE BUYERS DECISION TO PURCHASE IN THIS COMMUNITY.

Coronado National Forest Is Located Approximately 2 Miles South Of Subdivision.

There Are Wild Animals Known To Inhabit The Area Such As Coyotes, Bobcat, Deer, Mountain Lions And Javalinas. Cockroaches, Rattlesnakes, Black Widow Spiders, Scorpions And Other Pests And Animals Are Common In Arizona. Fortunately, Most Pests Can Be Controlled With Pesticides. Scorpions, On The Other Hand, May Be Difficult To Eliminate. Purchasers With Concerns Should Seek The Advice Of A Pest Control Company.

For The Period Of Time That Subdivider is Building in this 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.

Subdivider Recommends That You Visit The Community And Drive Around The General Vicinity Surrounding The Community On At Least Several Occasions On Different Days And At Different

Times To Familiarize Yourself With Physical And Other Conditions To Determine Whether There Are Additional Material Factors That Might Affect Your Decision To Purchase A Home In This Subdivision. Since Subdivider Cannot Predict Every Circumstance That May Be Material To You As A Purchaser, It Is Imperative That You Satisfy Yourself About The Decision To Purchase By Investigating Matters Of Concern To You.

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

### **AIRPORTS**

**Military Airport:**

None

**Public Airport:**

Tucson International Airport, 6627 South Tucson Blvd., Tucson, Arizona 85706  
Located Approximately 32 Miles From Subdivision

**Airport:**

Benson Airport, Phone (520) 586-3262, Fax (520) 586-4409, Located approximately 8 miles East of Subdivision.

### **TITLE**

**Title to this subdivision** is vested in

**Pioneer Title Agency, Inc., an Arizona corporation, as Trustee under the Trust No. TR140133**

**Subdivider's interest in this subdivision is evidenced by Warranty Deed recorded at fee no. 2018-10173 on 6-4-2018 records of Cochise County Arizona**

**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 12, 2024 issued by Pioneer Title Agency, Inc. **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:** Sales will be made through an open Escrow and the recordation of a deed of conveyance upon close of Escrow. Sales will be made through Agent Holly Branson, with Realty Executives 520-271-5333, [HBranson1129@Gmail.com](mailto:HBranson1129@Gmail.com), 9172 S. Houghton Rd No. 110, Tucson, AZ 85747.

**Release of Liens and Encumbrances:** State all liens and encumbrances recorded against the property and if there are any un-recorded liens.

Trust will release lots from collateral as they are sold. Any sales, leases, or other disposition of the property, or any part thereof, shall be consummated through an escrow established with Pioneer Title Agency, Inc., as escrow agent. An Owner's Policy, and/or Mortgagee's Policy of title insurance in the regular form shall be issued in connection with each conveyance and/or mortgage.

**Use and Occupancy:** Purchaser will be able to use and occupy said premises upon close of Escrow and recordation of Deed of Conveyance.

**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 2024 is .790 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 \$500,000.00, is \$3,950.00. The estimated property tax for an unimproved lot (vacant), based on the above tax rate and average sales price of \$119,000.00, is \$821.00.

**Special District Tax or Assessments:** None

**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**

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:  
  
2024
2. Right of entry to prospect for, mine and remove the minerals in said land as reserved in Patent in said land. (Affects the West half of the Northeast quarter of Section 29 and the West half of the East half and the East half of the Southwest quarter of Section 20)

3. The right of entry to prospect for, mine and remove all oil, gas and minerals in said land, as implied by the reservation of same in instrument:

Recorded in Book	<u>105</u> of Deeds of Real Estate
Page	492

(Affects the North half of the Northwest quarter of Section 29 and the West half of the Southwest quarter and the Northwest quarter of Section 20 and the South half of Section 19)

4. Easements and rights incident thereto, as set forth in instrument:

Recorded in Book	<u>50</u> , Miscellaneous Records
Page	602
Purpose	Telephone and telegraph lines

(Affects Section 20 and 29)

5. Easements and rights incident thereto, as set forth in instrument:

Recorded in Docket	<u>1548</u>
Page	41
Purpose	Right-of-way for existing roadway

6. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations 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.	<u>0008-21876</u>
Recorded in Document No.	<u>0501-03037</u>
Recorded in Document No.	<u>0507-24802</u>
Rerecorded in Document No.	<u>0606-23675</u>

7. Easements and rights incident thereto, as set forth in instrument:

Recorded in Document No. 0008-21878  
Purpose Non-exclusive private equestrian and pedestrian easements and maintenance thereof

8. Easements and rights incident thereto, as set forth in instrument:

Recorded in Document No. 0008-21880  
Purpose Non-exclusive perpetual private easement for ingress, egress and utilities  
(Affects the West 50 feet of the North half of Section 20)

9. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations 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. 0103-06235  
Recorded in Document No. 0309-33571  
Recorded in Document No. 0501-03034  
Recorded in Document No. 0501-03036  
Recorded in Document No. 0703-10480  
Recorded in Document No. 2010-20938  
Recorded in Document No. 2019-13286  
Recorded in Document No. 2019-22516  
Recorded in Document No. 2021-27516

10. The effect of that certain District Impact Statement of the proposed Mescal Fire District recorded in Document No. 0309-32443.

11. Easements and rights incident thereto, as set forth in instrument:

Recorded in Document No. 0501-03032  
Recorded in Document No. 0501-03033  
Recorded in Document No. 2008-14137  
Purpose ingress, egress and utilities

12. Terms, Conditions and Provisions as set forth in Memorandum of December 2004 Amendment recorded July 08, 2005 in Document No. 0507-24800.

13. Deed of Trust given to secure the original amount shown below, and any other amount payable under the terms thereof:

Amount \$1,500,000.00  
Dated June 23, 2006  
Recorded June 29, 2006  
Document No. 0606-24948  
Trustor Thunder Ranch Estates Unit III, L.L.C., an Arizona Limited Liability Company  
Trustee Commerce Bank of Arizona  
Beneficiary Commerce Bank of Arizona  
(Partial Release recorded in Document No. 2020-00037)  
(Partial Release recorded in Document No. 2022-13539)  
(Partial Release recorded in Document No. 2022-13546)

(Partial Release recorded in Document No. 2022-13547)  
(Partial Release recorded in Document No. 2022-20951)



(Partial Release recorded in Document No. 2022-20952)  
(Partial Release recorded in Document No. 2022-21022)  
(Partial Release recorded in Document No. 2022-21023)

AND THEREAFTER Modification Agreement recorded in Document No. 2013-24618.

AND THEREAFTER Modification Agreement recorded in Document No. 2013-24620.

SUBSTITUTION OF TRUSTEE under said Deed of Trust:

Recorded	March 17, 2017
Document No.	<u>2017-05462</u>
New Trustee	Steven J. Itkin, a member of the State Bar of Arizona

NOTE: Notice of Substitution includes more than just the property encumbered by this Deed of Trust.

AND THEREAFTER Modification Agreement recorded in Document No. 2018-07760.

14. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations 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.	<u>0611-41671</u>
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15. Assurance Agreement according to the terms and conditions contained therein:

Parties under Trust limited Arizona County, Dated Recorded Document No.	Title Security Agency of Arizona, an Arizona corporation, as Trustee No. 963; (Trustee) Thunder Ranch Estates, Unit II, L.L.C., an Arizona liability company and Thunder Ranch Estates, Unit III, L.L.C., an limited liability company, (Beneficiaries of Trust 963 and Cochise Arizona) July 11, 2007 August 09, 2007 <u>0708-26242</u>
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And thereafter Partial Release recorded in Document Nos. 2008-32384 and 2008-17706.  
And thereafter Extension of Assurance Agreement recorded in Document No. 2011-00429 and in Document No. 2012-18183 and Document No. 2012-18210.

16. Easements as shown on the recorded plat of said subdivision.

17. Non-access easement which restricts direct access to the street named below as shown on recorded plat of said subdivision:

Street	South J. Six Ranch Road
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(Affects Lots 183, 226 through 232, 234, 235, 248, 249, and 254 and covers more property)

18. Non-access easement which restricts direct access to the street named below as shown on recorded plat of said subdivision:

Street	W. Oxbow Drive
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(Affects Lots 133, 134, 136, 180, 183, 202, 235 through 237, 244, 263, and 269 through 271 and covers more property )

19. RESTRICTIONS, CONDITIONS, AND COVENANTS as shown on the recorded plat of said subdivision, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin.

## 20. Easements and rights incident thereto, as set forth in instrument:

Recorded in Document No. 0801-01437  
 Purpose underground electric distribution facilities  
 (Affects Lot 256 and covers more property)

## 21. Deed of Trust given to secure the original amount shown below, and any other amount payable under the terms thereof:

Amount: \$800,000.00  
 Dated: May 30, 2008  
 Recorded: June 09, 2008  
 Document No. 2008-15992  
 Trustor Thunder Ranch Estates Unit II, L.L.C., an Arizona Limited Liability Company  
 Trustee Commerce Bank of Arizona  
 Beneficiary Commerce Bank of Arizona  
 (Partial Release recorded in Document No. 2020-00036)  
 (Partial Release recorded in Document No. 2022-13540)  
 (Partial Release recorded in Document No. 2022-21021)

AND THEREAFTER Modification Agreement recorded in Document No. 2013-24619.

AND THEREAFTER Modification Agreement recorded in Document No. 2018-07760.

## 22. Deed of Trust given to secure the original amount shown below, and any other amount payable under the terms thereof:

Amount: \$295,000.00  
 Dated: November 07, 2008  
 Recorded: November 18, 2008  
 Document No. 2008-30179  
 Trustor Thunder Ranch Estates, Unit II, L.L.C., an Arizona limited liability company  
 Trustee Commerce Bank of Arizona  
 Beneficiary Commerce Bank of Arizona  
 (Partial Release recorded in Document No. 2020-00035)  
 (Partial Release recorded in Document No. 2022-21023)

AND THEREAFTER Modification Agreement recorded in Document No. 2013-24621.

AND THEREAFTER Modification Agreement recorded in Document No. 2018-07760.

## 23. Deed of Trust given to secure the original amount shown below, and any other amount payable under the terms thereof:

Amount: \$388,655.43  
 Dated: June 23, 2009  
 Recorded: July 01, 2009  
 Document No. 2009-15903  
 Trustor Thunder Ranch Estates, Unit III, L.L.C.  
 Trustee Commerce Bank of Arizona  
 Beneficiary Commerce Bank of Arizona

24. The effect on instrument recorded in Document No. 2018-07757.

25. AGREEMENT according to the terms and conditions contained therein:

Purpose	Assurance Agreement for Completion of Subdivision Improvements
Dated	April 10, 2018
Recorded	May 23, 2018
Document No.	<u>2018-09518</u>
And thereafter amended in Document No. <u>2022-01912</u> .	

26. The effects, terms and conditions of that Resolution No. 22-08 recorded in Document No. 2022-08561.

27. THE RIGHTS OF Optionee under the terms of Option to Purchase:

Dated	March 30, 2022
Optionor Company	Red Hawk Ranch Properties, LLC, an Arizona Limited Liability Company
Optionee	MC2 Homes, Inc., an Arizona Corporation
Term	None Shown
Recorded	July 12, 2022
Document No.	2022-16753
(Partial Release recorded in Document No. 2023-20276)	

**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

KATIE HOBBS  
 GOVERNOR  
  
 SUSAN NICOLSON  
 COMMISSIONER

In the Matter of the Petition of:	REGISTRATION NO.
MC2 HOMES, INC	DM18-059163
Petitioner(s)	(SUBSEQUENT OWNER)

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 97-138, 142-177, 180, 183, 186, 195-199, 202-205, 207-232, 235, 239-244, 249, 254, 255, 259-261, and 263-288 within AMENDED FINAL PLAT OF RED HAWK II SUBDIVISION UNITS 2 AND 3 LOTS 97-288 & TRACT "A", aka, RED HAWK AT J-6 RANCH in Cochise County, State of Arizona

It appearing that the above described lots will be sold by Petitioner using Subdivision Public Report dated October 30, 2018 and amended August 6, 2024, Registration No. DM18-059163, 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);



**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

KATIE HOBBS  
GOVERNOR  
  
SUSAN NICOLSON  
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 12th day of August, 2024.

A handwritten signature in black ink, appearing to read "S. Nicolson", written over a horizontal line.

SUSAN NICOLSON  
Commissioner  
Arizona Department of Real Estate



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

KATIE HOBBS  
 GOVERNOR  
 SUSAN NICOLSON  
 COMMISSIONER

**PUBLIC REPORT RECEIPT**

The developer shall furnish you, as a prospective customer, with a copy of the Public Report required by the Arizona Department of Real Estate. It is recommended that you read the report before you make any written offer to purchase or lease an interest in the development, and before you pay any money or other consideration toward the purchase or lease of an interest in the development.

**FOR YOUR PROTECTION, PLEASE DO NOT SIGN THIS RECEIPT UNTIL YOU HAVE RECEIVED A COPY OF THE REPORT AND HAVE HAD THE OPPORTUNITY TO READ IT. BY SIGNING THIS RECEIPT THE BUYER HAS ACCEPTED THE PUBLIC REPORT AND ACKNOWLEDGES THE INFORMATION IT CONTAINS.**

DM18-059163  
 \_\_\_\_\_  
 (Public Report Registration No.)

AMENDED FINAL PLAT OF RED HAWK II  
SUBDIVISION UNITS 2 AND 3 LOTS 97-288  
& TRACT "A"  
 \_\_\_\_\_  
 (Development Name and Lot No.)

I understand that the report is not a recommendation or endorsement of the development by the Arizona Department of Real Estate, but is for information only.

\_\_\_\_\_  
 (Buyer's Name)

\_\_\_\_\_  
 (Current Address)

\_\_\_\_\_  
 (Date)