

**ARIZONA STATE LAND DEPARTMENT  
1110 WEST WASHINGTON STREET  
PHOENIX, ARIZONA 85007**

**PUBLIC AUCTION SALE NO. 53-123709 AND  
PERPETUAL RIGHTS OF WAY NOS. 16-124095, 16-124096,  
16-124097, 16-124098, 16-124099, 16-124100, 16-124460, 16-124461, AND 16-124462**

Pursuant to A.R.S. Title 37, notice is hereby given that the State of Arizona through its Arizona State Land Department (“ASLD”), will sell at Public Auction to the highest and best bidder among the Qualified Bidders (defined below) at 11:00 a.m. on Wednesday, May 29, 2024 (the “Auction Date”) at the Arizona State Land Department, 1110 West Washington Street, 3175 Conference Room, Phoenix, Arizona (the “Place of Auction”), trust lands situated in Maricopa County to wit:

**LAND SALE NO. 53-123709 (SALE PARCEL)**

**TOWNSHIP 5 NORTH, RANGE 2 EAST, G&SRM, MARICOPA COUNTY, ARIZONA**

PARCEL: M&B IN SESENE SE, SECTION 7, CONTAINING 65.903 ACRES, MORE OR LESS.

PARCEL: N2S2 M&B IN N2 S2S2, SECTION 8, CONTAINING 503.366 ACRES, MORE OR LESS.

PARCEL: N2 N2S2 M&B IN S2S2, SECTION 9, CONTAINING 547.416 ACRES, MORE OR LESS.

PARCEL: W2NE W2 SE M&B IN E2NE, SECTION 10, CONTAINING 602.297 ACRES, MORE OR LESS.

PARCEL: N2 N2S2 M&B IN S2S2, SECTION 15, CONTAINING 577.403 ACRES, MORE OR LESS.

PARCEL: M&B IN NE, SECTION 18, CONTAINING 44.149 ACRES, MORE OR LESS.

TOTAL CONTAINING 2,340.534 ACRES, MORE OR LESS.

LOCATION: SOUTHWEST CORNER OF I-17 AND SR-74 AND NORTHWEST CORNER OF I-17 AND SR-303, PHOENIX, ARIZONA

**RIGHT OF WAY NO. 16-124095 (UNDERGROUND WATER TRANSMISSION LINE)**

**TOWNSHIP 5 NORTH, RANGE 2 EAST, G&SRM, MARICOPA COUNTY, ARIZONA**

PARCEL: M&B THRU S2S2SE, SECTION 5, CONTAINING 3.108 ACRES, MORE OR LESS.

PARCEL: M&B THRU NE, SECTION 10, CONTAINING 3.459 ACRES, MORE OR LESS.

PARCEL: M&B THRU W2NW SWSWSW, SECTION 11, CONTAINING 3.773 ACRES, MORE OR LESS.

PARCEL: M&B THRU N2NW, SECTION 14, CONTAINING 3.338 ACRES, MORE OR LESS.

Said perpetual easement contains a total of 13.678 acres, more or less.

**RIGHT OF WAY NO. 16-124096 (PUBLIC ROADWAY WITH UNDERGROUND UTILITIES (DOVE VALLEY ROAD))**

**TOWNSHIP 5 NORTH, RANGE 2 EAST, G&SRM, MARICOPA COUNTY, ARIZONA**

PARCEL: M&B THRU E2NESE, SECTION 7, CONTAINING 0.707 ACRES, MORE OR LESS.

PARCEL: M&B THRU SW, SECTION 8, CONTAINING 8.579 ACRES, MORE OR LESS.

Said perpetual easement contains a total of 9.286 acres, more or less.

**RIGHT OF WAY NO. 16-124097 (UNDERGROUND SEWER AND WATER TRANSMISSION LINES)**

**TOWNSHIP 5 NORTH, RANGE 2 EAST, G&SRM, MARICOPA COUNTY, ARIZONA**

PARCEL: M&B THRU N2NWNE, SECTION 18, CONTAINING 0.935 ACRES, MORE OR LESS.

Said perpetual easement contains a total of 0.935 acres, more or less.

**RIGHT OF WAY NO. 16-124098 (PUBLIC ROADWAY WITH UNDERGROUND UTILITIES (51st AVENUE))**

**TOWNSHIP 5 NORTH, RANGE 2 EAST, G&SRM, MARICOPA COUNTY, ARIZONA**

PARCEL: M&B THRU S2SE, SECTION 17, CONTAINING 2.959 ACRES, MORE OR LESS.

PARCEL: M&B THRU E2, SECTION 20, CONTAINING 12.163 ACRES, MORE OR LESS.

PARCEL: M&B THRU W2SW, SECTION 21, CONTAINING 2.558 ACRES, MORE OR LESS.

Said perpetual easement contains a total of 17.68 acres, more or less.

**RIGHT OF WAY NO. 16-124099 (PUBLIC ROADWAY WITH UNDERGROUND**

**UTILITIES (43rd AVENUE))**

**TOWNSHIP 5 NORTH, RANGE 2 EAST, G&SRM, MARICOPA COUNTY, ARIZONA**

PARCEL: M&B THRU E2E2E2, SECTION 21, CONTAINING 6.734 ACRES, MORE OR LESS.

PARCEL: M&B THRU W2W2W2, SECTION 22, CONTAINING 6.733 ACRES, MORE OR LESS.

Said perpetual easement contains a total of 13.467 acres, more or less.

**RIGHT OF WAY NO. 16-124100 (PUBLIC ROADWAY WITH UNDERGROUND UTILITIES (DIXILETA DRIVE))**

**TOWNSHIP 5 NORTH, RANGE 2 EAST, G&SRM, MARICOPA COUNTY, ARIZONA**

PARCEL: M&B THRU S2S2, SECTION 21, CONTAINING 15.973 ACRES, MORE OR LESS.

PARCEL: M&B THRU S2S2, SECTION 22, CONTAINING 15.751 ACRES, MORE OR LESS.

PARCEL: M&B THRU S2SW W2SWSE, SECTION 23, CONTAINING 9.111 ACRES, MORE OR LESS.

Said perpetual easement contains a total of 40.835 acres, more or less.

**RIGHT OF WAY NO. 16-124460 (FLOWAGE DRAINAGE (DEADMAN WASH))**

**TOWNSHIP 5 NORTH, RANGE 2 EAST, G&SRM, MARICOPA COUNTY, ARIZONA**

PARCEL: M&B IN SENE SE, SECTION 7, CONTAINING 73.061 ACRES, MORE OR LESS.

PARCEL: M&B IN NWNE NW NWSW, SECTION 8, CONTAINING 73.679 ACRES, MORE OR LESS.

PARCEL: M&B IN NWNE, SECTION 18, CONTAINING 3.702 ACRES, MORE OR LESS.

Said perpetual easement contains a total of 150.442 acres, more or less.

**RIGHT OF WAY NO. 16-124461 (INDIRECT POTABLE REUSE SEWER TRANSMISSION LINE)**

**TOWNSHIP 5 NORTH, RANGE 2 EAST, G&SRM, MARICOPA COUNTY, ARIZONA**

PARCEL: M&B THRU LOT 1 SENE E2SE, SECTION 5, CONTAINING 8.428 ACRES, MORE OR LESS.

Said perpetual easement contains a total of 8.428 acres, more or less.

**RIGHT OF WAY NO. 16-124462 (PUBLIC ROADWAY WITH UNDERGROUND UTILITIES (STATE ROUTE 74))**  
**TOWNSHIP 5 NORTH, RANGE 2 EAST, G&SRM, MARICOPA COUNTY, ARIZONA**

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PARCEL: M&B IN S2S2SE, SECTION 5, CONTAINING 4.362 ACRES, MORE OR LESS.

Said perpetual easement contains a total of 4.362 acres, more or less.

**BENEFICIARIES: PERMANENT COMMON SCHOOLS (INDEMNITY SELECTIONS)**

**PROPERTY INFORMATION:**

(A) Right of Way Nos. 16-124095 (Underground Water Transmission Line), 16-124096 (Public Roadway with Underground Utilities (Dove Valley Road)), 16-124097 (Underground Sewer and Water Transmission Lines), 16-124098 (Public Roadway with Underground Utilities (51st Avenue)), 16-124099 (Public Roadway with Underground Utilities (43rd Avenue)), 16-124100 (Public Roadway with Underground Utilities (Dixileta Drive)), 16-124460 (Flowage Drainage (Deadman Wash)), 16-124461 (IPR Sewer Transmission Line), and 16-124462 (Public Roadway with Underground Utilities (SR-74)) are hereinafter collectively referred to as the "Rights of Way". The Sale Parcel and Rights of Way are hereinafter collectively referred to as the "Subject Property". The values of all Rights of Way are included in the Appraised Value of the Sale Parcel. Complete legal descriptions and depictions thereof for the Sale Parcel, the Retained Property (as defined in the Participation Contract), and all Rights of Way are located in the file for Public Auction Sale No. 53-123709.

(B) The Sale Parcel has been appraised at \$56,280,000.00 ("Appraised Value"). The Sale Parcel and Rights of Way will be auctioned together.

(C) There are no reimbursable improvements on the Sale Parcel.

(D) The complete files associated with the described Subject Property are open to public inspection at the ASLD, 1110 West Washington Street, Phoenix, Arizona, from 8:00 a.m. to 4:30 p.m., exclusive of holidays and weekends. Please direct any questions regarding this Public Auction to the Real Estate Division of ASLD at (602) 542-3000. This auction notice is available on the ASLD's website at <https://land.az.gov>.

**BIDDING INFORMATION:**

(A) Prior to the Auction Date, a prospective bidder shall perform his/her own due diligence including without limitation researching the records of local jurisdictions, all ASLD files pertinent to the auction and Subject Property including without limitation ASLD File Nos. 53-123709, 16-124095, 16-124096, 16-124097, 16-124098, 16-124099, 16-124100, 16-124460, 16-124461, and 16-124462, and files of all other public agencies regarding the Subject Property.

(B) The Successful Bidder will be required to enter into, as the “CP Holder”, the PARTICIPATION AND INFRASTRUCTURE CONTRACT REGARDING ASLD SALE NO. 53-123709 (the “Participation Contract”), a copy of which is located in ASLD File No. 53-123709 for this sale. The Participation Contract requires the CP Holder to, in addition to other obligations as stated therein, zone and otherwise entitle other property retained by ASLD adjacent to the Subject Property (the “Retained Property”, as described in the Participation Contract), construct certain improvements for the benefit of both the Subject Property and the Retained Property, and pay ASLD “Participation Payments” (as defined in the Participation Contract) in accordance with the terms of the Participation Contract. The Participation Contract requires that CP Holder achieve certain sales activity within prescribed time periods (each a “Sales Activity Milestone”, as further described in the Participation Contract), expend certain amounts on Project Costs within prescribed time periods (each a “Project Cost Milestone, as further described in the Participation Contract), and design, plan, permit and construct Phase I Backbone Infrastructure within certain prescribed time periods (the “Phase I Infrastructure Milestones”, as further described in the Participation Contract). An Infrastructure Assessment Report detailing the anticipated cost to design and construct the infrastructure necessary to develop the Subject Property, currently estimated to exceed **ONE BILLION DOLLARS (\$1,000,000,000.00)**, is available in ASLD file No. 53-123709.

Accordingly, ASLD has an interest in ensuring that all bidders have the experience and financial capability to completely perform all the obligations of the CP Holder under the Participation Contract. All prospective bidders shall complete a Bidder Qualification Questionnaire on the form provided by ASLD, which must be timely submitted to ASLD and shall provide detailed information regarding the prospective bidder’s experience and qualifications (“Bidder Qualifications”). Information required from the prospective bidder will include, but is not limited to, the following:

The composition, principals, and legal form of the bidder entity. Key individuals of the bidder entity must have at least 10 years of demonstrated experience in the real estate development business in the United States and must identify the relevant qualifications and experience of such individuals, including relevant experience prior to becoming associated with the bidder entity. Such individuals collectively must have demonstrated experience as principals and/or senior project personnel of businesses/entities with successful planning, entitling, funding of infrastructure, and improving land with large-scale infrastructure for industrial, office, retail, hotel, or multi-family uses in the United States. Such experience must collectively demonstrate experience in obtaining infrastructure funding of at least \$100,000,000 in procurement and installation cost for such items as water, wastewater, roadway, drainage, gas and electric utilities, and related land improvements in single-phase or multi-phase development projects in the United States. One or more of such individuals, as principals and/or senior project personnel of businesses/entities, must have demonstrated experience in planning, marketing, financing, and developing industrial, office, retail, hotel, or multi-family uses at cost or value of at least \$400,000,000 in an individual (i) single-building or (ii) multi-phase building development project in the United States.

Prospective bidders will be required to provide descriptions of at least three relevant examples of large-scale development projects and operating experience in the United States, including project references, involving successfully planning, entitling, and (1) funding infrastructure for land development of at least \$100,000,000 in cost in an individual single-phase or multi-phase land development project; and/or (2) funding the development of land and building space of industrial, office, retail, or multi-family residential uses in cost or value of at least \$400,000,000 in an individual (i) single-building or (ii) multi-phase building development project.

The Bidder Qualification Questionnaire shall provide detailed information regarding (a) the above listed qualifications including evidence required by ASLD to confirm that such bidder satisfies the Bidder Qualifications and (b) other information about the bidder, its background and experience as well as information regarding its personnel that will allow ASLD to determine if the bidder is a Qualified Bidder. In addition to the Bidder Qualifications listed above, a bidder with a record, or whose officers, directors, or key employees have a record, of past default, bankruptcy or receivership, or whose officers, directors, or key employees have been convicted of a felony or adjudicated to have committed criminal or civil fraud, may, at ASLD's sole discretion, be determined by ASLD not to meet the Bidder Qualifications. A prospective bidder that is a "foreign country of concern" or a "foreign entity of concern" within the meaning of 15 U.S.C. § 4651(8), or is controlled by or more than 50% of its shares are owned by a "foreign entity of concern", shall be deemed to not meet the Bidder Qualifications.

Prospective bidders must submit their Bidder Qualification Questionnaires to ASLD by **March 14, 2024** (the "Bidder Qualifications Submission Date"). By **April 30, 2024**, ASLD shall notify prospective bidders that have submitted Bidder Qualification Questionnaires whether the prospective bidder satisfies the Bidder Qualifications. In the event ASLD determines by **April 20, 2024** that ASLD is unable to assess and verify the qualifications of all bidders submitting bids, ASLD shall announce the future date and time when ASLD shall announce which of the prospective bidders satisfy the Bidder Qualifications. ASLD reserves the right to contact bidders during the Bidder Qualifications assessment period to request additional information to verify that any bidder meets the minimum Bidder Qualifications, including but not limited to requesting additional information regarding experience and financial ability to perform. ASLD may engage outside consultants to assist ASLD with assessing and verifying Bidder Qualifications. If, upon review and assessment of each bidder's Bidder Qualifications, ASLD determines that no bidder meets the minimum Bidder Qualifications, ASLD may adjourn or cancel the auction.

**(C)** The Bidder Qualification Questionnaire is available on ASLD's website at <https://land.az.gov>.

**(D)** A prospective bidder who meets the Bidder Qualifications and has complied with the procedures contained in Paragraphs (A) through (C) above shall, subject to assessment and verification by ASLD, be deemed a "Qualified Bidder". ASLD shall only consider bids by Qualified Bidders.

(E) On the Auction Date, a Qualified Bidder, or a representative of a Qualified Bidder, other than the registered broker/salesperson, if any, shall attend and bid on behalf of a Qualified Bidder.

(F) Prior to the start of bidding, a Qualified Bidder or an authorized representative of a Qualified Bidder shall sign an affidavit agreeing that: (1) the Qualified Bidder has undertaken due diligence in preparation for the auction; (2) the Qualified Bidder is purchasing the Subject Property solely upon the basis of its own due diligence and investigation of the Subject Property and not on the basis of any representation, express or implied, written or oral, made by ASLD or its agents or employees; (3) the Qualified Bidder has carefully reviewed and is familiar with the terms of the Participation Contract and has obtained the legal and other expert advice necessary to assess the value of the Subject Property subject to the Participation Contract; (4) the Qualified Bidder's representative is authorized to bid and bind the bidder; (5) the Qualified Bidder is purchasing the Subject Property AS IS and subject to all obligations described in the Participation Contract; (6) the Qualified Bidder satisfies all of the Bidder Qualifications set forth in (B) above; and (7) all information supplied in the Bidder Qualification Questionnaire is true, correct and complete in all material respects.

(G) Prior to the start of bidding, a prospective bidder must show ASLD's representative a **Cashier's Check** made payable to "Arizona State Land Department" in the amount specified under Terms of Sale Paragraph (F) below. If the prospective bidder is not the applicant (or an affiliate of the applicant), the amount of Cashier's Check shall be \$8,708,828.00. If the prospective bidder is the applicant (or an affiliate of the applicant), the amount of Cashier's Check shall be \$7,952,400.00.

(H) The bidding will begin at the Appraised Value of \$56,280,000.00. A bid for less than the Appraised Value of the Subject Property will not be considered. Additional bidding must be made in minimum increments of \$100,000.00. Bidding will be conducted orally and in-person only.

(I) The time of declaration of the highest and best bid shall be deemed the "Time of Sale". A Qualified Bidder whose bid is declared the highest and best bid shall be deemed the "Successful Bidder". The amount of the highest and best bid shall be deemed the "Sale Price".

(J) To comply with A.R.S. § 37-240(B), ASLD shall require that the Successful Bidder must be authorized to transact business in the State of Arizona no later than ten (10) business days after the Auction Date.

(K) Pursuant to A.R.S. § 37-241(C), in the event the Successful Bidder does not complete the requirements of Terms of Sale Paragraphs (G) and (H) below, the ASLD Commissioner may declare that the bid placed before the final bid accepted is the highest bid, and that such bidder has five (5) business days after notification by ASLD to complete the requirements of Terms of Sale Paragraphs (G) and (H) below.

(L) Persons with a disability may request a reasonable accommodation such as a sign language interpreter by contacting the ADA Coordinator at (602) 542-2629. Requests should be made as early as possible to allow time to arrange the accommodation.

**TERMS OF SALE:**

(A) The Subject Property shall be purchased in an "AS-IS" condition "WITH ALL FAULTS", with no representation or warranty being made by ASLD of any type or nature. ASLD makes no warranty as to any matter or condition related to the Subject Property including the following: (a) the physical condition or any other aspect of the Subject Property, including, but not limited to, access to the Subject Property, the availability of zoning suitable for any intended use of the Subject Property, the ability to construct improvements or modify existing improvements on any portion of the Subject Property or the ability to obtain building permits for any portion of the Subject Property, the existence of soil instability, past soil excavation or fill conditions, water retention characteristics of the Subject Property, drainage onto or off of the Subject Property, the location of the Subject Property either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Subject Property or any improvements constituting the Subject Property; or (b) the sufficiency of the Subject Property for Successful Bidder's purposes or as to its continued operating conditions or usefulness. All implied warranties, including, without limitation, **WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**, are hereby expressly disclaimed.

(B) The Subject Property is sold subject to existing reservations, easements and rights of way.

(C) ASLD does not represent or warrant that access exists over lands which may intervene respectively between the Subject Property and the nearest public roadway.

(D) Pursuant to A.R.S. § 37-231, the State of Arizona or its predecessor in title reserve and retain all rights and all forms of access to all oil, gas, minerals, hydrocarbon substances and gaseous substances or any other material which is essential to the production of fissionable materials as provided by the rules and regulations of ASLD and the laws of Arizona.

(E) Immediately following the Time of Sale, the Successful Bidder must sign an affidavit which states without limitation that such party is the Successful Bidder, the amount of the Base Price (as defined in the Participation Contract), and that the Successful Bidder agrees to assume and perform all obligations of the CP Holder pursuant to the Participation Contract.

(F) Immediately following the Time of Sale, the Successful Bidder shall pay the following to ASLD by a cashier's check:

- 1) 10% of the Appraised Value of the Sale Parcel, which is \$5,628,000.00;
- 2) A Selling and Administrative Fee of 3% of the Appraised Value of the Sale Parcel, which is \$1,688,400.00;
- 3) Estimated Reimbursable Legal Advertising Costs of \$5,000.00;
- 4) Reimbursable Appraisal Fee of \$8,500.00;
- 5) Estimated Costs and Expenses reimbursable to ASLD in the amount of \$635,000.00, a portion of which amount may be refunded to the Successful Bidder if the actual Costs and Expenses reimbursable to ASLD are lower;



- 6) Costs and Expenses reimbursable to Applicant in the amount of \$742,928.00;
- 7) A Certificate of Purchase Fee of \$1,000.00.

The total amount due at the Time of Sale is \$8,708,828.00 (less \$756,428.00 if the Successful Bidder is the applicant (or an affiliate of the applicant), for a total amount due of \$7,952,400.00).

(G) Immediately following the Time of Sale, an authorized officer of the Successful Bidder shall execute two duplicate originals of the Participation Contract and one original of the Memorandum of the Participation Contract (the "Memorandum"), with the authorized officer's signature being acknowledged before a notary public; and

(H) Immediately following the Time of Sale, an authorized officer of the Successful Bidder shall execute the Rights of Way and complete the ASLD Assignment Applications to assign Right of Way Nos. 16-124095 (Underground Water Transmission Line), 16-124096 (Public Roadway with Underground Utilities (Dove Valley Road), 16-124097 (Underground Sewer and Water Transmission Lines), 16-124098 (Public Roadway with Underground Utilities (51st Avenue)), 16-124099 (Public Roadway with Underground Utilities (43rd Avenue)), and 16-124100 (Public Roadway with Underground Utilities (Dixileta Drive)), 16-124460 (Flowage Drainage (Deadman Wash)), 16-124461 (IPR Sewer Transmission Line), and 16-124462 (Public Roadway with Underground Utilities (SR-74)) to the City of Phoenix.

(I) Within thirty (30) calendar days after the Auction Date, the Successful Bidder will pay: (i) 10% of the Sale Price, less the amount paid pursuant to Terms of Sale Paragraph (F)(1) above; (ii) the balance of the Selling and Administrative fee in the amount of 3% of the Sale Price, less the amount paid pursuant to Terms of Sale Paragraph (F)(2) above; and (iii) the actual Legal Advertising Costs, less the amount paid pursuant to Terms of Sale Paragraph (F)(3) above.

(J) Within thirty (30) calendar days after the Auction Date, ASLD will:

- 1) Insert the Per Acre Price in Section 6.1(a) and (b) of the signed Participation Contract;
- 2) Countersign the Participation Contract and the Memorandum;
- 3) Return a duplicate original of the Participation Contract to the Successful Bidder;
- 4) Return the original Memorandum to the Successful Bidder for recording in the records of Maricopa County, Arizona; and
- 5) Issue to the Successful Bidder a Certificate of Purchase for the Sale Parcel.

(K) When and if a Certificate of Purchase has been issued to the Successful Bidder by ASLD, a Broker Commission shall be paid from the Selling and Administrative Fee collected by ASLD pursuant to A.R.S. § 37-107(B)(1) to a broker otherwise eligible to receive a commission under A.A.C. R12-5-413. **The Broker Commission shall be \$500,000.00.** Any portion of the Selling and Administrative Fee collected in excess of a brokerage commission paid shall be collected and retained by ASLD.

(L) Simple interest shall accrue from the Auction Date on any outstanding principal at a variable rate equal to CME Term SOFR 12-Month as of the Auction Date (the "Base Rate") plus 4.50%.

The Base Rate will be adjusted annually on the anniversary of the Auction Date. The remaining balance of the Sale Price shall be paid in accordance with the Participation Contract. The principal portion of any prepayment hereunder shall be applied pursuant to the Participation Contract as a credit toward the next partial patent requested by Successful Bidder until applied in full. If not sooner paid, the entire remaining balance of the Sale Price, with interest thereon, shall be due and payable on the 20th anniversary of the Auction Date.

**(M)** If the Successful Bidder fails to pay a Monetary Obligation (as defined in the Participation Contract) or fails to timely cure nonperformance identified in an Infrastructure Nonperformance Notice (as defined in the Participation Contract), ASLD may terminate the Participation Contract in accordance with the terms thereof and the Certificate of Purchase in accordance with applicable law, and as a result of said termination the Successful Bidder shall forfeit all amounts paid, which amounts shall be deemed rent for the Sale Parcel pursuant to A.R.S. § 37-241(C)(1). If the Successful Bidder fails to make any payment required pursuant to the Certificate of Purchase and fails to obtain, or the Commissioner has elected not to grant, an extension for such payment in accordance with the provisions of A.R.S. § 37-247(C), then the remedies of ASLD shall be as specified by A.R.S. § 37-247.

**(N)** Except as set forth in the Participation Contract, the Successful Bidder shall not, without prior written approval of ASLD in its sole discretion:

- 1) Construct any improvements (as that term is defined in A.R.S. § 37-101),
- 2) Disturb any soil, or
- 3) Deposit any fill material,

on any portion of the Subject Property that has not been subject to a partial patent or Right of Way.

**ADDITIONAL CONDITION(S):**

**(A)** The Certificate of Purchase for the Sale Parcel shall contain the following restriction:

No fee simple conveyance or ground lease for a lease term of thirty (30) years or more (including ground lessee options to extend the term) by the CP Holder (as defined in the Participation Contract) of all or any portion of the Sale Parcel shall be made to any entity that is a “foreign country of concern” or a “foreign entity of concern” within the meaning of 15 U.S.C. § 4651(8), or is controlled by or more than 50% of their shares are owned by a “foreign entity of concern”, as of the date of such sale, lease, conveyance or other transfer. This limitation will not apply to any fee simple conveyance or ground lease of a portion of the Sale Parcel after the initial fee simple conveyance or ground lease of such portion of the Sale Parcel by CP Holder to a bona fide third party purchaser or ground lessee. This limitation is not meant to modify, in any way, any other federal, state, local, or other laws, rules, regulations, or restrictions that may exist now or in the future regarding foreign ownership of real property, including, without limitation, The Foreign Investment Risk Review Modernization Act of 2018 (FIRRMA).

**(B)** The Patent for the Sale Parcel shall include the following conditions and restrictions:

There may be a Register Eligible Site or Register Eligible Sites located within the subject property, which could include information significant in this state’s history, architecture, archaeology, or culture and may meet eligibility criteria, which the Arizona State Parks Board has established for listing on the Arizona Register of Historic Places, or which meet eligibility criteria for listing on

the National Register of Historic Places. If ground-disturbing activities will or may impact one or more Register Eligible Site or Sites, patentee shall consult with the State Historic Preservation Office and otherwise take such actions as are necessary to avoid, preserve, protect, or mitigate impacts on the Register Eligible Site or Sites. In the event that avoidance, preservation and protection of the Register Eligible Site or Sites cannot be accomplished, patentee shall ensure a Data Recovery Plan is developed in consultation with and acceptable to, the Arizona State Museum and the State Historic Preservation Office, or their successor agencies, and the Data Recovery is implemented and completed prior to the Register Eligible Site or Sites being affected. The artifacts and records recovered from the subject property shall be curated according to the Arizona State Museum Conservation and Curation Standards as established in rules implementing the Arizona Antiquities Act.

If human remains are encountered during ground-disturbing activities, all work must immediately cease within 30.48 meters (100 feet) of the discovery and the area must be secured. The Arizona State Museum must be notified of the discovery. All discoveries will be treated in accordance with Arizona Revised Statutes (A.R.S. § 41-844 and A.R.S. § 41-865) and work must not resume in this area without authorization from the Arizona State Museum.

These conditions shall run with the subject property, and be binding on the patentee's heirs, successors, and assigns.

**BROKER INFORMATION:**

In the event a prospective bidder is represented by a licensed Arizona Real Estate Broker or Salesperson seeking a broker commission pursuant to A.R.S. § 37-132(B)(2), it is the responsibility of both the prospective bidder and the designated broker to register with ASLD no later than three (3) business days prior to the Auction Date. Registration must be submitted on the ASLD's Broker Registration/Bidder Certification form in accordance with A.A.C. R12-5-413. Original signatures of the Designated Broker, Salesperson, and Potential Bidder must all appear on one form. Facsimile copies will not be accepted by ASLD. The broker or salesperson of the Successful Bidder who has so registered with ASLD for this Auction will be required to sign an affidavit that the broker or salesperson is licensed pursuant to A.R.S. § 32-2101, et. seq., identifies his/her client as the Successful Bidder, attests the broker or salesperson has no other affiliation with the Successful Bidder other than as a procuring broker or salesperson, and that the broker or salesperson actually procured the Successful Bidder for this Auction. **Broker Registration forms will not be accepted by ASLD for Public Auction No. 53-123709 after 5:00 p.m. on Friday, May 24, 2024.**

**GENERAL INFORMATION:**

ASLD may cancel or postpone this auction in whole or in part at any time prior to the acceptance of a final bid.

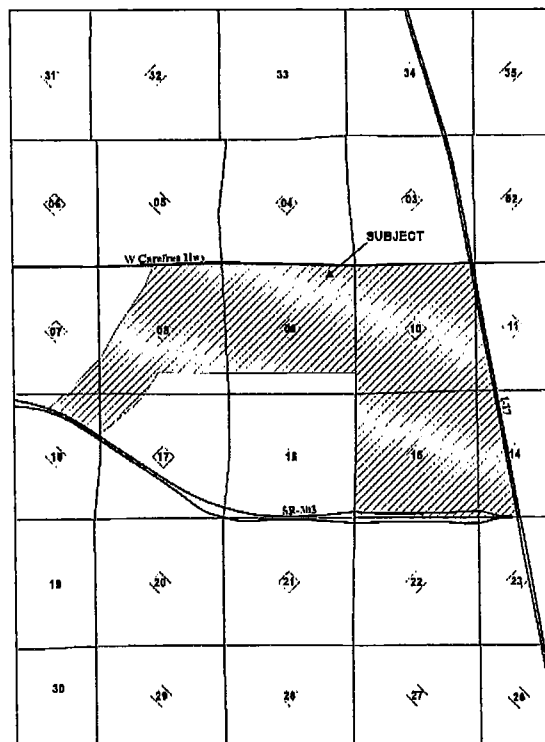
A protest to this sale must be filed within 30 days after the first day of publication of this announcement and in accordance with A.R.S. § 37-301.

THE TERMS AND CONDITIONS CONTAINED WITHIN THIS AUCTION NOTICE SHALL SURVIVE THE DELIVERY OF THE CERTIFICATE OF PURCHASE AND PATENT FOR THE SUBJECT PROPERTY.

*James W Perry*  
James W. Perry  
Deputy State Land Commissioner



*01/04/2024*  
Date



**Disclaimer:** This map is designed for general overview purposes only. Unless otherwise stated all depictions are approximate. Prospective bidders should review all information in ASLD's records relating to the Subject Property and seek technical or legal advice as needed to assure the understanding of all legal descriptions, plat maps, surveys, and other documents relevant to the Subject Property. Contact ASLD, Real Estate Division at (602) 542-3000 for additional information.