

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

**PUBLIC AUCTION SALE NO. 53-124365 AND
PERPETUAL RIGHTS OF WAY NOS. 16-124659, 16-124660,
16-124661, 16-124662, 16-124056, 16-124841 AND 30-124601**

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 at 11:00 a.m. on Thursday, June 27, 2024, at the Arizona State Land Department, 1110 W. Washington Street, 3175 Conference Room, Phoenix, Arizona 85007, or another location to be announced no less than seven (7) days prior to the auction, trust lands situated in Maricopa County to wit:

LAND SALE NO. 53-124365

TOWNSHIP 4 NORTH, RANGE 4 EAST, G&SRM, MARICOPA COUNTY, ARIZONA

PARCEL: TRACT 3B AND PT OF TRACTS 3C, 3G, AND GC14 OF STATE PLAT 55
SECOND AMENDMENT, SECTION 27, CONTAINING 110.060 ACRES, MORE
OR LESS.

TOTAL ACRES CONTAINING 110.060 ACRES, MORE OR LESS.

LOCATION: NWC SCOTTSDALE ROAD and SR101, PHOENIX, ARIZONA

**PERPETUAL RIGHT OF WAY NO. 16-124659 (PUBLIC ROAD WITH UNDERGROUND
UTILITIES & TEMPORARY CONSTRUCTION EASEMENT)**

TOWNSHIP 4 NORTH, RANGE 4 EAST, G&SRM, MARICOPA COUNTY, ARIZONA

PARCEL: M&B THRU TRACTS 3A, 3D2, 3E7, 3F8, 9, 36, GC13, GC14, IN STATE PLAT
55 SECOND AMENDMENT, SECTION 27, CONTAINING 16.070 ACRES,
MORE OR LESS.

PARCEL: M&B THRU TRACT 2, BLOCK 2, IN STATE PLAT 24 AMENDMENT,
SECTION 28, CONTAINING 0.900 ACRES, MORE OR LESS.

TOTAL ACRES FOR PUBLIC ROAD WITH UNDERGROUND UTILITIES & TEMPORARY
CONSTRUCTION EASEMENT CONTAINING 16.970 ACRES, MORE OR LESS.

**PERPETUAL RIGHT OF WAY NO. 16-124660 (UNDERGROUND SEWER LINE &
TEMPORARY CONSTRUCTION EASEMENT)**

TOWNSHIP 4 NORTH, RANGE 4 EAST, G&SRM, MARICOPA COUNTY, ARIZONA

PARCEL: M&B THRU TRACT GC14 IN STATE PLAT 55 SECOND AMENDMENT,
SECTION 27, CONTAINING 6.887 ACRES, MORE OR LESS.

PARCEL: M&B THRU TRACT 2, BLOCK 2, IN STATE PLAT 24 AMENDMENT,
SECTION 28, CONTAINING 14.213 ACRES, MORE OR LESS.

TOTAL ACRES FOR UNDERGROUND SEWER LINE & TEMPORARY CONSTRUCTION
EASEMENT CONTAINING 21.100 ACRES, MORE OR LESS.

PERPETUAL RIGHT OF WAY NO. 16-124661 (DRAINAGE FACILITIES)
TOWNSHIP 4 NORTH, RANGE 4 EAST, G&SRM, MARICOPA COUNTY, ARIZONA

PARCEL: M&B THRU TRACTS 3A, 3D2, IN STATE PLAT 55 SECOND AMENDMENT,
SECTION 27, CONTAINING 7.400 ACRES, MORE OR LESS.

TOTAL ACRES FOR DRAINAGE FACILITIES CONTAINING 7.400 ACRES, MORE OR
LESS.

**PERPETUAL RIGHT OF WAY NO. 16-124662 (PUBLIC UTILITY EASEMENT &
TEMPORARY CONSTRUCTION EASEMENT)**
TOWNSHIP 4 NORTH, RANGE 4 EAST, G&SRM, MARICOPA COUNTY, ARIZONA

PARCEL: M&B THRU TRACTS 1, GC3, I1, IN STATE PLAT 55 SECOND AMENDMENT,
SECTION 15, CONTAINING 2.250 ACRES, MORE OR LESS.

PARCEL: M&B THRU TRACT 2, BLOCK 1, IN STATE PLAT 24 AMENDMENT, SECTION
21, CONTAINING 2.571 ACRES, MORE OR LESS.

PARCEL: M&B THRU TRACTS 2A, 2B, 10, GC11, GC12, I1, I2, R2, R3 IN STATE PLAT
55 SECOND AMENDMENT, SECTION 22, CONTAINING 4.429 ACRES,
MORE OR LESS.

PARCEL: M&B THRU TRACTS 3A, 3D1, 3D2, 3E1, 3E2, 3F, 3G, 8, 9, GC13, GC14 IN STATE
PLAT 55 SECOND AMENDMENT, SECTION 27, CONTAINING 4.650 ACRES,
MORE OR LESS.

TOTAL ACRES FOR PUBLIC UTILITY EASEMENT & TEMPORARY CONSTRUCTION
EASEMENT CONTAINING 13.900 ACRES, MORE OR LESS.

**PERPETUAL RIGHT OF WAY NO. 16-124056 (THE "SCOTTSDALE ROAD PUBLIC
ROAD WITH UNDERGROUND UTILITIES" AND "RAWHIDE WASH DEER VALLEY
CHANNEL")**
TOWNSHIP 4 NORTH, RANGE 4 EAST, G&SRM, MARICOPA COUNTY, ARIZONA

PARCEL: M&B THRU E2E2E2, SECTION 15, CONTAINING 7.880 ACRES, MORE OR
LESS.

PARCEL: M&B THRU E2E2E2, SECTION 22, CONTAINING 7.880 ACRES, MORE OR
LESS.

PARCEL: M&B THRU E2E2NE; E2NESE, SECTION 27, CONTAINING 5.157 ACRES,

MORE OR LESS.

PARCEL: M&B THRU NENE, SECTION 22, CONTAINING 10.000 ACRES, MORE OR LESS.

TOTAL ACRES FOR SCOTTSDALE ROAD PUBLIC ROAD WITH UNDERGROUND UTILITIES AND RAWHIDE WASH DEER VALLEY CHANNEL CONTAINING 30.917 ACRES, MORE OR LESS.

PERPETUAL RIGHT OF WAY NO. 16-124841 (SERVICE ROAD)
TOWNSHIP 4 NORTH, RANGE 4 EAST, G&SRM, MARICOPA COUNTY, ARIZONA

PARCEL: M&B THRU TRACTS 3B, 3C, 8, GC14, IN STATE PLAT 55 SECOND AMENDMENT, SECTION 27, CONTAINING 8.854 ACRES, MORE OR LESS.

TOTAL ACRES FOR SERVICE ROAD CONTAINING 8.854 ACRES, MORE OR LESS.

ADVANCED CONSTRUCTION EASEMENT & TEMPORARY CONSTRUCTION EASEMENT NO. 30-124601 (THE "CONSTRUCTION EASEMENT")
TOWNSHIP 4 NORTH, RANGE 4 EAST, G&SRM, MARICOPA COUNTY, ARIZONA

PARCEL: M&B THRU E2E2E2, SECTION 15, CONTAINING 7.880 ACRES, MORE OR LESS.

PARCEL: M&B THRU E2E2E2, SECTION 22, CONTAINING 7.880 ACRES, MORE OR LESS.

PARCEL: M&B THRU E2E2NE; E2NESE, SECTION 27, CONTAINING 5.157 ACRES, MORE OR LESS.

TOTAL ACRES FOR THE CONSTRUCTION EASEMENT CONTAINING 20.917 ACRES, MORE OR LESS.

BENEFICIARIES: PERMANENT COMMON SCHOOLS (INDEMNITY SELECTIONS)

PROPERTY INFORMATION:

(A) Complete legal descriptions of Land Sale No. 53-124365 (the "Sale Parcel"), Rights of Way Nos. 16-124659 (Public Road with Underground Utilities & Temporary Construction Easement), 16-124660 (Underground Sewer Line & Temporary Construction Easement), 16-124661 (Drainage Facilities), 16-124662 (Public Utility and Temporary Construction Easement), 16-124056 (Scottsdale Road Public Road with Underground Utilities and Rawhide Wash Deer Valley Channel), 16-124841 (Service Road) and 30-124601 (Construction Easement) (hereinafter collectively referred to as the "Rights of Way"), are available in their respective files. The Sale Parcel and the Rights of Way are hereinafter collectively referred to as the "Subject Property".

(B) The Rights of Way for 16-124056 and 30-124601 are included in this sale and are also advertised for sale in the notice for Public Auction Sale No. 53-123789. The Rights of Way will be conveyed with whichever sale is completed first (Public Auction Sale No. 53-124365 or Public Auction Sale No. 53-123789) and will be removed from the subsequent sale.

(C) The Subject Property has been appraised at \$68,500,000.00. ("Appraised Value").

(D) There are no reimbursable improvements on the Subject Property.

(E) The City of Phoenix ("COP") has issued a letter dated February 29, 2024 addressed to ASLD titled: "REVISED: 53-124365 (PARADISE RIDGE PARCELS AT NORTHWEST CORNER OF SCOTTSDALE ROAD AND THE LOOP 101 FREEWAY)" (the "COP Infrastructure Letter"), which details the public infrastructure construction obligations and development standards, stipulations, fees and charges required by COP for development of the Subject Property. The estimated cost for this public infrastructure is over **EIGHTY MILLION DOLLARS** (\$80,000,000.00). All prospective bidders should conduct their own independent cost analysis.

(F) 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 web site at www.azland.gov.

BIDDING INFORMATION:

(A) Prior to the date of auction, 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. 53-124365, 16-124659, 16-124660, 16-124661, 16-124662, 16-124056, 16-124841 and 30-124601, and files of all other public agencies regarding the Subject Property, including without limitation, the City's files pertaining to the Subject Property.

(B) On the date of auction, a prospective bidder or a representative of a prospective bidder, other than the registered broker/salesperson, if any, shall attend and bid on behalf of a prospective bidder.

(C) Prior to the start of bidding, a prospective bidder shall sign an affidavit agreeing that: they have undertaken due diligence in preparation for the auction; they are purchasing the Subject Property solely upon the basis of their 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, except as set forth in writing herein; they have carefully reviewed and are familiar with the terms of the COP Infrastructure Letter and have obtained the legal, engineering and other expert advice necessary to assess the value of the Subject Property subject to the requirements set forth in the COP Infrastructure Letter, their representative is authorized to bid and bind the bidder; and they are purchasing the Subject Property AS IS and subject to the requirements set forth in the COP Infrastructure Letter.

(D) 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, the amount of Cashier's Check shall be \$15,920,200.00. If the prospective bidder is the applicant, the amount of Cashier's Check shall be \$15,767,200.00.

(E) A prospective bidder who has complied with Paragraphs (A) through (D) above shall be deemed a "Registered Bidder" and may bid at the auction. ASLD shall only consider bids by Registered Bidders.

(F) The bidding will begin at the Appraised Value of \$68,500,000.00. 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.

(G) The time of declaration of the highest and best bid shall be deemed the "Time of Sale". A Registered 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".

(H) 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 date of the auction.

(I) Pursuant to A.R.S. § 37-241(C), in the event of forfeiture by the Successful Bidder, the ASLD Commissioner may declare that the bid placed before the final bid accepted is the highest bid, and that bidder has five (5) days after notification by ASLD to pay by cashier's check all amounts due under Terms of Sale Paragraph (F) below.

(J) 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 the following: (i) the physical condition or any other aspect of the Subject Property, including, but not limited to, the uses to which the Subject Property may be put, the ability to construct additional 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 conformity of the Subject Property to past, current or future applicable landscaping, parking, zoning or building code requirements, the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, 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 (ii) 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 certifies without limitation the name of the Successful Bidder, the amount of the Sale Price, and that the Successful Bidder agrees to assume and perform all obligations of the Successful Bidder and of the owner of the Subject Property pursuant to the Terms of Sale of this auction notice.

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

- 1) 20% of the Appraised Value of the Subject Property, which is \$13,700,000.00;
- 2) A Selling and Administrative Fee of 3% of the Appraised Value of the Subject Property, which is \$2,055,000.00;
- 3) Estimated Reimbursable Legal Advertising Costs, which are \$5,000.00;
- 4) Reimbursable Appraisal Fee of \$3,000.00;
- 5) Estimated Reimbursable Costs and Expenses not to exceed \$150,000.00, a portion of which amount may be refunded to the Successful Bidder if the Successful Bidder is not the applicant, and the actual Reimbursable Costs and Expenses are lower;
- 6) Seven (7) Right of Way Assignment Application Fees of \$1,000.00 each, totaling \$7,000.00; and
- 7) A Patent Fee of \$200.00.

The total amount due at the Time of Sale is \$15,920,200.00 (less \$153,000.00 if the Successful Bidder is the applicant, for a total amount due of \$15,767,200.00).

(G) Within thirty (30) days after the date of auction the Successful Bidder must pay:

- a) The full balance of the Sale Price;
- b) A Selling and Administrative Fee of 3% of the Sale Price, less the amount paid under Terms of Sale Paragraph (F)(2) above;
- c) The actual Legal Advertising Costs, less the amount paid under Terms of Sale Paragraph (F)(3) above.

(H) THE ENTIRE SALE PRICE, TOGETHER WITH THE AMOUNTS SPECIFIED IN (F) AND (G) ABOVE, SHALL BE ALL DUE WITHIN 30 DAYS OF THE DATE OF AUCTION.

(I) If the Successful Bidder fails to complete all payments as stated in this auction notice, the Successful Bidder shall forfeit all amounts paid, which amounts shall be deemed rent for the Subject Property pursuant to A.R.S. § 37-241(C)(1).

(J) Immediately following the Time of Sale, the Successful Bidder shall execute the Rights of Way and complete the ASLD Assignment Applications to assign Rights of Way Nos. 16-124659, 16-124660, 16-124661, and 16-124662 and that portion of 16-124056 for the Rawhide Wash Deer Valley Channel to the City of Phoenix, subject to the terms thereof. The Construction Easement and that portion of 16-124056 for Scottsdale Road shall be assigned to the City of Scottsdale. Right of Way 16-124841 shall be assigned to the Arizona Department of Transportation. No patent or partial patent shall be issued until Successful Bidder has executed the Rights of Way and the Assignment Applications.

(K) When and if a Patent 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.

ADDITIONAL CONDITION(S):

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

(1) There may be Register Eligible Site or 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.

(B) Trunk Services/Infrastructure Condition.

(1) As a condition precedent to commencing construction on the Sale Parcel, on or before the date which is 6 months following the Auction Date ("Trunk Infrastructure Assurance Date"), the Successful Bidder shall deliver to ASLD:

a) A phasing schedule for the planning, engineering, permitting and construction of all infrastructure required by Developer pursuant to the COP Infrastructure Letter (the "Trunk Services/Infrastructure"), including a construction commencement date within 12 months of the Auction Date and completion date within 36 months of the Auction Date ("Trunk Infrastructure Phasing Schedule"), in conformance with the COP Infrastructure Letter and Applicable Law, consisting of water and wastewater trunk lines and related improvements with sufficient capacity to provide water and wastewater services to new development in the Sale Parcel area, and dedication of right-of-way for and of construction of, including but not limited to, the full width of 64th Street from the existing ADOT traffic interchange at SR101 north to Center Drive (Legacy Boulevard); roadway access between Scottsdale Road and 64th Street following the Legacy Boulevard alignment (and if required based on Successful Bidder's traffic impact analysis, 64th Street from Center Drive north to Deer Valley Drive, Deer Valley Drive between 64th Street and Scottsdale Road, and any other

improvements required by the City for development of the Sale Parcel), all as generally described in the COP Infrastructure Letter and in conformance with City standards and requirements for public infrastructure, with such phasing schedule and Trunk Services/Infrastructure scope to be in form and substance as approved by ASLD; and

b) Financial Assurance that the Trunk Services/Infrastructure will be completed (“Trunk Infrastructure Assurance of Completion”) within 36 months from the Auction Date (“Trunk Infrastructure Outside Completion Date”), in form and substance as approved by ASLD, such assurance to be in the form of a cash bond, letter of credit, performance bond or equivalent, or other financial assurance in form and substance as approved by ASLD.

(2) The Trunk Services/Infrastructure Condition shall be satisfied upon the Successful Bidder delivering the Trunk Infrastructure Assurance of Completion to ASLD prior to the commencement of construction.

(3) The Successful Bidder shall be obligated to cause the Trunk Services/Infrastructure to be planned, engineered and constructed on or before the dates specified in, and otherwise in conformance with, the phasing schedule and Trunk Services/Infrastructure scope approved by ASLD pursuant to sub-Paragraph 1(a) above.

Extensions. Provided the Successful Bidder has timely complied with the terms set forth above, including timely delivering to ASLD written notice of any circumstance or occurrence that has affected, is affecting, or has the potential to affect the timely satisfaction of the applicable Conditions or, when applicable, the commencement, progress and completion of construction in accordance with the phasing schedules approved by ASLD, then, if a “force majeure” occurrence delays the progress or completion of specified milestones in a phasing schedule approved by ASLD, the Successful Bidder may request an extension that does not act to extend any completion date more than five years from the Auction Date, and the Commissioner may grant, in the Commissioner’s sole discretion, an extension of any of the dates referenced above (including any milestone date contained in a phasing schedule approved by ASLD). For this purpose, a force majeure occurrence may include acts of God (such as unusually severe weather), acts of the public enemy (including, without limitation, terrorist acts), insurrection, fires, floods, epidemics, quarantine restrictions, strikes, riots, lockouts, freight embargoes, failure or disruption of utilities or critical electronic systems, unforeseen environmental or archaeological conditions requiring investigation/mitigation by Applicable Laws, federal governmental restrictions, legal challenge to proceeding, or a combination of any of the foregoing or other similar event beyond the Successful Bidder’s reasonable control and without its fault or negligence that materially adversely affects the Successful Bidder’s ability to timely comply with such conditions, provided, in no event shall a “force majeure” occurrence include market or economic conditions.

(C) Paradise Ridge Flood Control Project Maintenance Condition.

The Paradise Ridge Flood Control Project (“PRFCP”), as described in the COP Infrastructure Letter, lies west of Scottsdale Road and forms the western boundary of the Sale Parcel. The Successful Bidder shall comply with all drainage requirements set forth in the COP Infrastructure Letter. The COP and PRFCP will require that all properties adjacent to the

PRFCP channel, including the Sale Parcel, landscape, hardscape and maintain the portion of their properties abutting the PRFCP channel to COP standards. It is anticipated that Covenants, Conditions, Restrictions and Easements ("CC&Rs") will be recorded against the Sale Parcel and all other properties adjacent to the PRFCP channel to create an Owner's Association providing for maintenance and operation of the channel and adjacent areas, and assessment against each Owner's parcel, including the Sale Parcel, for each parcel's pro rata share of the cost of such maintenance. The CC&Rs will also provide for easements across each Owner's property for access to and recreation along the property adjacent to the channel. At such time as the CC&Rs are created and recorded against the properties adjacent to the PRFCP channel, the Sale Parcel will be subjected to the CC&Rs and the Successful Bidder (or its successors and assigns) will become members of the Association.

(D) Access to Right of Way No. 16-124841 (ADOT Service Road)

The Successful Bidder will be required to grant an easement over the Sale Parcel to the Arizona Department of Transportation (ADOT) for access from Scottsdale Road to the ADOT Service Road, in a location on the Sale Parcel that will not interfere with Successful Bidder's use or development of the Sale Parcel.

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 date of auction. 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. 53-124365 after 5:00 p.m. on Monday, June 24, 2024.**

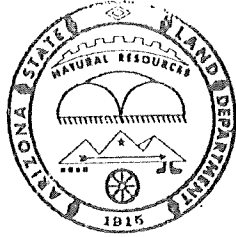
GENERAL INFORMATION:

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

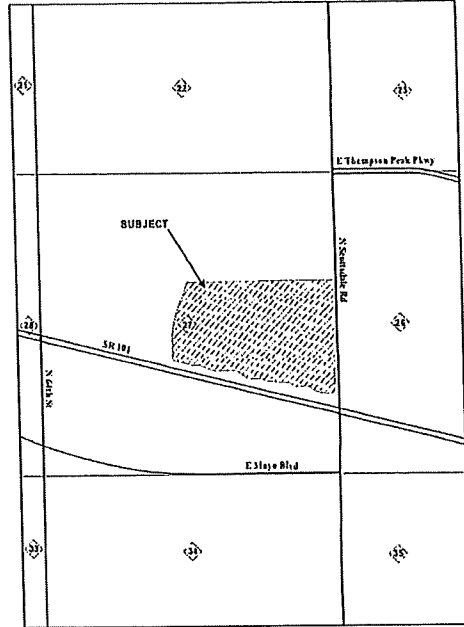
A protest to this sale must be filed within 30 days after the first day of publication of this announcement and in accordance with A.R.S. § 37-301.

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

James W. Perry
James W. Perry
Deputy State Land Commissioner
State Land Department Seal



3-29-2024
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.