

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

**PUBLIC AUCTION SALE NO. 53-122449 AND  
RIGHTS OF WAY NOS. 16-123503, 16-124620 AND 30-124621**

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, October 17, 2024, at the Arizona State Land Department, 1110 West Washington Street, 3175 Conference Room, Phoenix, Arizona, 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. 53-122449**

**TOWNSHIP 4 NORTH, RANGE 1 EAST, G&SRM, MARICOPA COUNTY, ARIZONA**

PARCEL: M&B IN LOTS 3, 4, S2NW SW W2SE, SECTION 2, CONTAINING 273.81 ACRES, MORE OR LESS.

LOCATION: BETWEEN JOMAX AND HAPPY VALLEY ROADS, BOTH EAST AND WEST OF 83<sup>RD</sup> AVE IN PEORIA, ARIZONA.

TOTAL ACRES CONTAINING 273.81 ACRES, MORE OR LESS.

**PERPETUAL RIGHT OF WAY NO. 16-123503 (SLOPE & DRAINAGE EASEMENT APPURTENANCE JOMAX ROAD)**

**TOWNSHIP 4 NORTH, RANGE 1 EAST, G&SRM, MARICOPA COUNTY, ARIZONA**

PARCEL: M&B THRU NENE LOT 4, NWNW LOT 3, SECTION 2, CONTAINING 0.085 ACRES, MORE OR LESS.

TOTAL ACRES FOR PUBLIC ROAD SLOPE AND DRAINAGE EASEMENT CONTAINING 0.085 ACRES, MORE OR LESS.

**PERPETUAL RIGHT OF WAY NO. 16-124620 (SLOPE & DRAINAGE EASEMENT APPURTENANCE KEEFER TRAIL & YEARLING ROAD)**

**TOWNSHIP 4 NORTH, RANGE 1 EAST, G&SRM, MARICOPA COUNTY, ARIZONA**

PARCEL: M&B THRU LOT 3 S2NW NESW, SECTION 2, CONTAINING 1.431 ACRES, MORE OR LESS.

TOTAL ACRES FOR PUBLIC ROAD SLOPE AND DRAINAGE EASEMENT CONTAINING 1.431 ACRES, MORE OR LESS.

**ADVANCED CONSTRUCTION EASEMENT & TEMPORARY CONSTRUCTION  
EASEMENT NO. 30-124621 (THE "CONSTRUCTION EASEMENT")**  
**TOWNSHIP 4 NORTH, RANGE 1 EAST, G&SRM, MARICOPA COUNTY, ARIZONA**

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PARCEL: M&B THRU LOTS 3-4 S2NW NESW, SECTION 2, CONTAINING 1.516  
ACRES, MORE OR LESS.

TOTAL ACRES FOR THE CONSTRUCTION EASEMENT CONTAINING 1.516 ACRES,  
MORE OR LESS.

**BENEFICIARY: (030) PERMANENT COMMON SCHOOLS**

**PROPERTY INFORMATION:**

(A) The complete legal description of Land Sale No. 53-122449 (the "Sale Parcel") is available in the sale file. Complete legal descriptions of Rights of Way Nos. 16-123503 (the Slope and Drainage Easement Appurtenance Jomax Road), 16-124620 (the Slope and Drainage Easement Appurtenance Keefer Trail & Yearling Road) and 30-124621 (the Construction Easement) (hereinafter collectively referred to as the "New Rights of Way") are available in their respective files. The Sale Parcel and New Rights of Way are hereinafter collectively referred to as the "Subject Property". The Sale Parcel and New Rights of Way will be auctioned together as one sale.

(B) The Subject Property has been appraised at \$46,275,000.00 ("Appraised Value"). The value of the Sale Parcel and the New Rights of Way are included in the Appraised Value of the Subject Property.

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

(D) The complete files associated with the above-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 date of auction, a prospective bidder shall perform their own due diligence including, without limitation, researching the records of local jurisdictions, all ASLD files pertinent to the auction and the Subject Property including, without limitation, ASLD File Nos. 53-122449, 16-123503, 16-124620, and 30-124621, and files of all other public agencies regarding 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; their representative is authorized to bid and bind the bidder; and they are purchasing the Subject Property AS IS.

**(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 \$6,248,590.00. If the prospective bidder is the applicant, the amount of Cashier's Check shall be \$6,018,750.00.

**(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 \$46,275,000.00. 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 Paragraphs (F) and (G) 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 Sale Parcel; or (ii) the sufficiency of the Sale Parcel for purchaser'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 he/she is the Successful Bidder and the amount of the Sale Price.

**(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 Subject Property, which is \$4,627,500.00;
- 2) A Selling and Administrative Fee of 3% of the Appraised Value of the Sale Parcel, which is \$1,388,250.00;
- 3) Estimated Reimbursable Legal Advertising Costs of \$5,000.00;
- 4) Reimbursable Appraisal Fee of \$9,000.00;
- 5) Estimated Reimbursable Costs and Expenses of \$215,840.00, 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; and
- 6) Right of Way Assignment Application Fees of \$1,000.00 each, totaling \$3,000.00

The total amount due at the Time of Sale is \$6,248,590.00, (less \$229,840.00 if the Successful Bidder is the applicant, for a total amount due of \$6,018,750.00).

**(G)** Immediately following the Time of Sale, the Successful Bidder shall notify ASLD which of the following financial terms the Successful Bidder elects:

- 1) "The Patent Option", which requires within thirty (30) days after the date of auction payment of the following:
  - 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; and
  - d) A Patent Fee of \$200.00; OR
- 2) "The Certificate of Purchase Option", which requires:
  - a) Within thirty (30) days after the date of auction payment of: (i) a Certificate of Purchase Fee of \$1,000.00; (ii) payment of an additional amount, if any, which, when added to the

amount paid under Paragraph (F)(1) above, equals 10% of the Sale Price to be allocated to the principal; (iii) payment of a Selling and Administrative Fee of 3% of the Sale Price, less the amount paid under Terms of Sale Paragraph (F)(2) above; and (iv) the actual Legal Advertising Costs, less the amount paid under Terms of Sale Paragraph (F)(3) above;

b) Payment of three (3) annual installments of interest only, with simple interest, which begins to accrue on the date of auction until paid in full at a fixed rate equal to the greater of the United States Prime Rate as published in the *Wall Street Journal* on the day of auction plus 0.75%, or 8.50% [By way of example, if the foregoing rate were calculated as of July 25, 2024, the rate would equal the greater of 9.25% (the United States Prime Rate of 8.50% plus 0.75%) or 8.50%], along with the remaining principal due at the end of the three-year period, which payment schedule amounts to:

- (i) Within one (1) year after the date of auction, the first annual interest-only installment is due;
- (ii) Within two (2) years after the date of auction, the second annual interest-only installment is due; and
- (iii) Within three (3) years after the date of auction, the remaining principal and accrued interest are due, plus a Patent Fee of \$200.00.

The Successful Bidder under a "Certificate of Purchase Option" may discharge the entire debt at any time, within three (3) years after the auction date, per A.R.S. § 37-241(G), by paying the remaining balance of the Sale Price for the Sale Parcel, with interest thereon.

**(H)** Immediately following the Time of Sale, the Successful Bidder shall execute the New Rights of Way and complete the ASLD Assignment Applications to assign the New Rights of Way to the City of Peoria.

**(I)** The ASLD Commissioner has determined, pursuant to A.R.S. § 37-251(B), that the Successful Bidder may apply to ASLD to receive not more than one (1) partial patent (except partial patents for roads, utilities, and other public interests), of not less than thirty (30) acres, and a final patent. In the event of a partial patent application, the Successful Bidder shall pay a release payment of principal and interest as calculated by ASLD, and in no event may the 10% down payment be credited towards the release payment for a partial patent.

**(J)** Until the remaining balance of the Sale Price for the Subject Property, with interest thereon, is paid in full, the Successful Bidder who elects the Certificate of Purchase Option under Terms of Sale Paragraph (G)(2) above shall not:

- 1) Construct any improvements (as that term is defined in A.R.S. § 37-101, as amended from time to time) on the Sale Parcel;
- 2) Excavate any soil on the Sale Parcel; or
- 3) Deposit any fill material on the Sale Parcel,

without the prior written approval of ASLD, which may be conditioned or withheld in its sole discretion. If a partial patent is issued for a portion of the Sale Parcel, these conditions shall not apply to the patented area.

**(K)** When and if a Certificate of Purchase or 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 \$460,000.00.** Any portion of the Selling and Administrative Fee collected in excess of a brokerage commission paid shall be collected and retained by ASLD.

**(L)** 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 Sale Parcel pursuant to A.R.S. § 37-241(C)(1).

**ADDITIONAL CONDITION(S):**

The Patent for the Subject Property shall include the following conditions and restrictions:

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.

**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

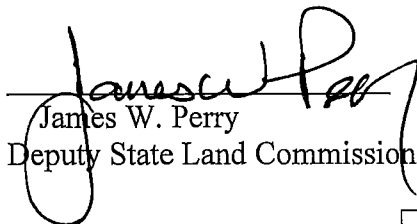
as the Successful Bidder, attests the broker or salesperson has no other affiliation with the Successful Bidder other than as a procuring broker or salesperson, and that the broker or salesperson actually procured the Successful Bidder for this Auction. **Broker Registration forms will not be accepted by ASLD for Public Auction No. 53-122449 after 5:00 p.m. on Friday, October 11, 2024.**

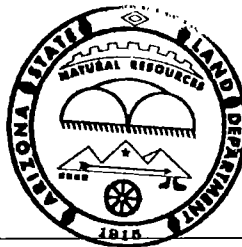
**GENERAL INFORMATION:**

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

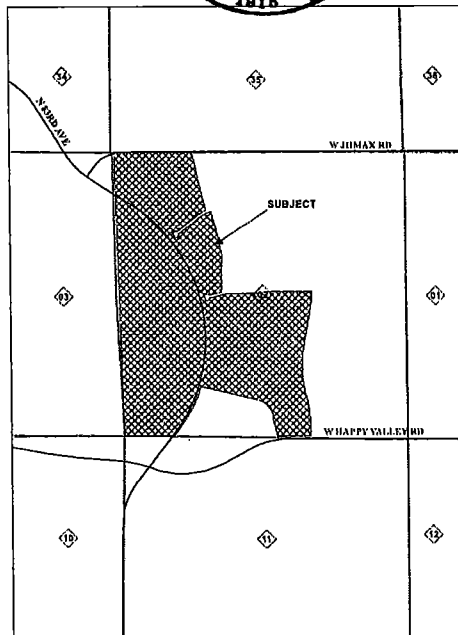
A protest to this sale must be filed within 30 days after the first day of publication of this announcement and in accordance with A.R.S. § 37-301.

**THE TERMS AND CONDITIONS CONTAINED WITHIN THIS AUCTION NOTICE SHALL SURVIVE THE DELIVERY OF THE CERTIFICATE OF PURCHASE AND PATENT FOR THE SALE PARCEL.**

  
James W. Perry  
Deputy State Land Commissioner



7/19/24  
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.