

**ARIZONA STATE LAND DEPARTMENT
1616 WEST ADAMS STREET
PHOENIX, ARIZONA 85007**

PUBLIC AUCTION SALE NO. 53-120348

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 Wednesday, May 22, 2019, at the Herbert K. Abrams Public Health Center, 3950 South Country Club Road, Room 1106, Tucson, Arizona, trust lands situated in Pima County to wit:

TOWNSHIP 15 SOUTH, RANGE 15 EAST, G&SRM, PIMA COUNTY, ARIZONA

PARCEL: WEST 80 FT. OF LOTS 1 AND 2; W2NE; EXCEPT SOUTH 30 FT., SECTION 24, CONTAINING 83.938 ACRES, MORE OR LESS.

LOCATION: EAST OF THE SEC OF HOUGHTON ROAD AND VALENCIA ROAD, TUCSON, ARIZONA

BENEFICIARY: UNIVERSITY

PROPERTY INFORMATION:

(A) The complete legal description of Land Sale No. 53-120348 (the "Sale Parcel") is available in its respective file.

(B) The Sale Parcel has been appraised at \$6,500,000.00 ("Appraised Value").

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

(D) The complete file associated with the above-described Sale Parcel is open to public inspection at the ASLD, 1616 West Adams 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 the Sale Parcel, including, without limitation, ASLD File No. 53-120348, and files of all other public agencies regarding the Sale Parcel.

(B) 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 Sale Parcel solely upon the basis of their own due diligence and investigation of the Sale Parcel 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 Sale Parcel AS IS.

(C) 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 \$902,388.38. If the prospective bidder is the planning permittee, the amount of Cashier's Check shall be \$882,600.00. If the prospective bidder is the applicant, the amount of Cashier's Check shall be \$864,988.38.

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

(E) The bidding will begin at the Appraised Value of \$6,500,000.00. A bid for less than the Appraised Value of the Sale Parcel will not be considered. Additional bidding must be made in minimum increments of \$100,000.00. Bidding will be conducted orally.

(F) The time of sale shall be deemed to be the time of declaration of the highest and best bid (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".

(G) 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.

(H) 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.

(I) 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 Sale Parcel 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: (a) the physical condition or any other aspect of the Sale Parcel, including, but not limited to, the uses to which the Sale Parcel may be put, the ability to construct additional improvements or modify existing improvements on any portion of the Sale Parcel or the ability to obtain building permits for any portion of the Sale Parcel, the conformity of the Sale Parcel 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, susceptibility to landslides, sufficiency of undershoring, water retention characteristics of the Sale Parcel, drainage onto or off of the Sale Parcel, the location of the Sale Parcel 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 Sale Parcel or any improvements constituting the Sale Parcel; or (b) 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 Sale Parcel 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 Sale Parcel 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 Sale Parcel, which is \$650,000.00;
- 2) A Selling and Administrative Fee of 3% of the Appraised Value of the Sale Parcel, which is \$195,000.00;
- 3) Estimated Reimbursable Legal Advertising Costs of \$5,000.00;
- 4) Reimbursable Appraisal Fee of \$2,400.00;
- 5) Estimated Reimbursable ALTA Survey, Phase I ESA, and Cultural Resource Survey Costs of \$30,000.00, 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) Reimbursable Planning Costs of \$19,788.38; and
- 7) A Patent Fee of \$200.00.

The total amount due at the Time of Sale is \$902,388.38 (less \$19,788.38 if the successful bidder is the planning permittee, for a total amount due of \$882,600.00 OR less \$37,400.00 if the successful bidder is the applicant, for a total amount due of \$864,988.38).

(G) Within thirty (30) days after the date of auction the successful bidder must pay:

- 1) The full balance of the Sale Price;
- 2) A Selling and Administrative Fee of 3% of the Sale Price, less the amount paid under Terms of Sale Paragraph (F)(2) above;
- 3) 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 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 Sale Parcel pursuant to A.R.S. § 37-241(C)(1).

ADDITIONAL CONDITION(S):

(A) Prospective Bidders are advised that:

(1) Prior to the issuance of a patent, the Successful Bidder shall submit a Historic Properties Treatment Plan ("HPTP") for site AZ BB:13:336 (ASM), to be completed and accepted by the Arizona State Land Department ("ASLD"), the State Historic Preservation Office ("SHPO") and the Arizona State Museum ("ASM"), to mitigate potentially adverse effects to cultural resources, caused by the sale of State Trust land per ARS § 41-863, ensuring documentation of the subject cultural resources through an appropriate program of phased test and data recovery excavations.

(2) Local jurisdictions may withhold required permits, until the data recovery on the Sale Parcel under the HPTP is complete.

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

A Register Eligible Site exists on the Sale Parcel, which is identified in a cultural resources inventory report entitled *A Cultural Resources Inventory of 80 Acres of Arizona State Trust Land Proposed for a New High School, City of Tucson, Pima County, Arizona (2018)*, and includes information significant in this state's history, architecture, archaeology, or culture. The State Historic Preservation Office has determined that the site is eligible for inclusion on the Arizona Register of Historic Places and may also meet eligibility criteria for listing on the National Register of Historic Places. The patentee shall not cause, nor allow, any ground-disturbing activity within the boundaries of site AZ BB:13:336(ASM), until the data recovery under the Historic Properties Treatment Plan for site AZ BB:13:336 (ASM), is complete.

In the event that previously unreported cultural resources are encountered during ground-disturbing activities, all work must immediately cease within 30.48 meters (100 feet), until a qualified archaeologist holding a valid Arizona Antiquities Act Blanket Permit (the "Consultant") has documented the discovery and evaluated its eligibility for the Arizona or National Register of Historic Places, in consultation with State Historic Preservation Office ("SHPO") and the Arizona State Museum ("ASM"). If the previously unreported cultural resources are determined to be Register Eligible Site or Sites, the patentee shall consult with the SHPO 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 that a new Historic Properties Treatment Plan ("HPTP") is created, in consultation with and acceptable to the ASM and the SHPO, or their successor agencies, and that the remaining data recovery is implemented and completed, prior to any Register Eligible Site or Sites being affected. Any and all artifacts and records recovered from the property shall be curated according to the ASM Conservation and Curation Standards as established in rules implementing the Arizona Antiquities Act.

If human remains are encountered during ground-disturbing activities, all work shall immediately cease within 30.48 meters (100 feet) of the discovery; the area must be secured; the Repatriation Coordinator at the Arizona State Museum shall be immediately notified; and the State Historic Preservation Office and Arizona State Land Department shall also be immediately notified. All discoveries will be treated in accordance with NAGPRA (Public Law 101-601; 25 U.S.C. 3001-3013) or Arizona Revised Statutes (A.R.S. § 41- 844 and A.R.S. § 41-865), as appropriate, and work shall not resume in this area without authorization from the Arizona State Museum.

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

BROKER INFORMATION:

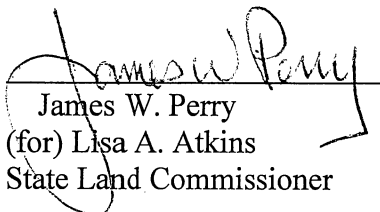
In the event the Successful Bidder has retained the services of a real estate broker, the Successful Bidder shall be solely responsible for compensating that broker.

GENERAL INFORMATION:

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

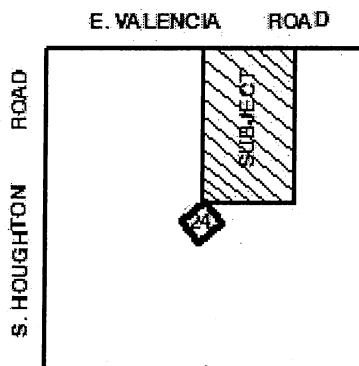
A protest to this sale must be filed within 30 days after the first day of publication of this announcement and in accordance with A.R.S. § 37-301.

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


James W. Perry
(for) Lisa A. Atkins
State Land Commissioner



2/21/19
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 Sale Parcel 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 Sale Parcel. Contact ASLD, Real Estate Division at (602) 542-3000 for additional information.