

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

PUBLIC AUCTION SALE NO. 53-121194

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, December 9, 2020, at the Arizona State Land Department, 1616 West Adams Street, Lower Level Auditorium, 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:

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

PARCEL: M&B IN LOTS 1, 2 AND 3; S2NE; SENW; SE, SECTION 2, CONTAINING 327.850 ACRES, MORE OR LESS.

LOCATION: NWC OF HAPPY VALLEY ROAD AND THE 75TH AVENUE ALIGNMENT, PEORIA, ARIZONA

BENEFICIARY: PERMANENT COMMON SCHOOLS

PROPERTY INFORMATION:

(A) The complete legal description of Land Sale No. 53-121194 (the “Sale Parcel”) is available in its respective file.

(B) The Sale Parcel has been appraised at \$46,925,000.00 (“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 Sale Parcel including, without limitation, ASLD File No. 53-121194, and files of all other public agencies regarding the Sale Parcel.

(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 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.

(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 \$6,258,750.00. If the prospective bidder is the applicant, the amount of Cashier's Check shall be \$6,100,250.00.

(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 \$46,925,000.00. 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.

(G) 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".

(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 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 \$4,692,500.00;
- 2) A Selling and Administrative Fee of 3% of the Appraised Value of the Sale Parcel, which is \$1,407,750.00;
- 3) Estimated Reimbursable Legal Advertising Costs, which are \$5,000.00;
- 4) Reimbursable Appraisal Fee, which is \$3,500.00; and
- 5) Estimated Reimbursable Costs and Expenses of \$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.

The total amount due at the Time of Sale is \$6,258,750.00 (less \$158,500.00 if the Successful Bidder is the applicant, for a total amount due of \$6,100,250.00).

(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) Pay the balance of the amounts due for the Sale Parcel in annual installments, as defined under (c) below, 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 (i) the United States Prime Rate as published in the *Wall Street Journal* on the day of auction, plus 1.00% or (ii) 6.00% [By way of example, if the foregoing rate were calculated as of September 11, 2020, the rate would equal the greater of: (i) the United States Prime Rate of 3.25%, plus 1.00% (4.25%) or (ii) 6.00%].

c) The Successful Bidder must pay:

(1) Within one (1) year after the date of auction—

(a) The first interest only annual installment for the Sale Price; and

(2) Within two (2) years after the date of auction—

(a) The second interest only annual installment for the Sale Price; and

(3) Within three (3) years after the date of auction—

(a) The remaining principal and interest due for the Sale Price;

(b) A Patent Fee of \$200.00.

The Successful Bidder 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) The ASLD Commissioner has determined, pursuant to A.R.S. § 37-251(B), that no more than two (2) partial patents will be allowed for this transaction, that no partial patent shall be less than twenty (20) acres in size, and that a principal and interest payment shall be required for each partial patent takedown.

(I) The Commissioner has determined that no portion of the down payment, meaning the amounts paid toward the Sale Price in Terms of Sale (F) and (G)(2) above, shall be used towards the release payment for a partial patent.

(J) Until the remaining balance of the Sale Price for the Sale Parcel, 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, 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) on the Sale Parcel;

2) Disturb any soil on the Sale Parcel; or

3) Deposit any fill material on the Sale Parcel.

If a partial patent is issued by the ASLD 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 \$450,000.00.** 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):

(A) Prospective Bidders are advised that:

1) A Historic Properties Treatment Plan, entitled *Historic Properties Treatment Plan for Sites AZ T:8:37(ASM), AZ T:8:68(ASM), and AZ T:8:86(ASM) in the Aloravita Development, Peoria, Maricopa County, Arizona (2014)* (the "Historic Properties Treatment Plan"), has been completed and accepted by the Arizona State Land Department, the Arizona State Historic Preservation Office, and the Arizona State Museum. This plan provides measures to mitigate potentially adverse effects to cultural resources caused by the sale of State Trust land per ARS § 41-863 and to ensure 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 mitigation measures for sites AZ T:8:37(ASM) and AZ T:8:68(ASM) described in the Historic Properties Treatment Plan have been completed.

(B) The Patent for the Sale Parcel shall include the following conditions and restrictions: Register-eligible sites AZ T:8:37(ASM) and AZ T:8:68(ASM) exist on the subject property and include information significant in this state's history, architecture, archaeology, or culture. The Arizona State Historic Preservation Office has determined that the sites are 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.

Until the data recovery under the Historic Properties Treatment Plan, entitled *Historic Properties Treatment Plan for Sites AZ T:8:37(ASM), AZ T:8:68(ASM), and AZ T:8:86(ASM) in the Aloravita Development, Peoria, Maricopa County, Arizona (2014)* (the "Historic Properties Treatment Plan"), is complete, the patentee shall retain a qualified archaeologist holding a valid Arizona Antiquities Act Blanket Permit (the "Consultant") to place and maintain barbed wire fencing on the boundary of sites AZ T:8:37(ASM) and AZ T:8:68(ASM), and neither cause, nor allow, any ground-disturbance of any sort within the fenced areas, or along the fence lines.

Some of the mitigation measures defined in the Historic Properties Treatment Plan have been implemented and are documented in the report entitled *End of Fieldwork Report for Archaeological Data Recovery within a Portion of AZ T:8:37(ASM) for the Aloravita Parcel 8 Development Project, Peoria, Maricopa County, Arizona (2018)*. The data recovery measures in the Historic Properties Treatment Plan are based on the results of earlier test excavations documented in the report entitled *Phase I Archaeological Investigations at AZ T:8:37(ASM), AZ*

T:8:68(ASM)/Palo Verde Ruin, and the New River Canal and a Phase II Data Recovery Plan for Sites AZ T:8:37(ASM), AZ T:8:68(ASM)/Palo Verde Ruin, and AZ T:8:86(ASM), Peoria, Maricopa County, Arizona (2007).

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 the Consultant has documented the discovery and evaluated its eligibility for the Arizona or National Register of Historic Places, in consultation with the Arizona 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 Consultant shall consult with the SHPO on behalf of the patentee, to 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, the patentee shall ensure that a new Historic Properties Treatment Plan 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 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 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 the 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 subject property, and be binding on the patentee’s heirs, successors, and assigns.

BROKER INFORMATION:

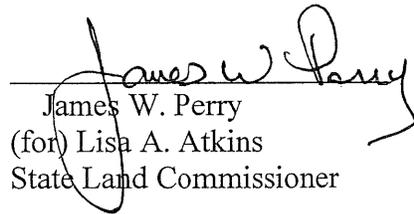
In the event a prospective bidder is represented by a licensed Arizona Real Estate Broker or Salesperson seeking a broker commission pursuant to A.R.S. § 37-132(B)(2), it is the responsibility of both the prospective bidder and the designated broker to register with ASLD no later than three (3) business 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. 53-121194 after 5:00 p.m. on Friday, December 4, 2020.**

GENERAL INFORMATION:

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

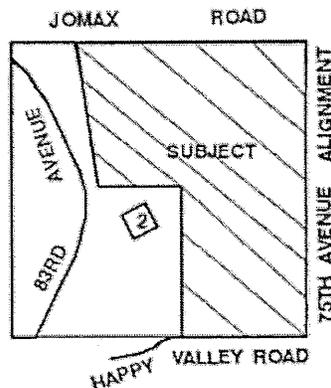
A protest to this sale must be filed within 30 days after the first day of publication of this announcement and in accordance with A.R.S. § 37-301.

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
(for) Lisa A. Atkins
State Land Commissioner



9/11/2020
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.