

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

**PUBLIC AUCTION SALE NO. 53-121226 AND  
PERPETUAL RIGHTS OF WAY NOS. 16-122631 AND 14-122632**

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, April 13, 2022, at the Arizona State Land Department, 1616 West Adams Street, Lower Level Auditorium, 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. 53-121226 (SALE PARCEL)**

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

PARCEL: M&B IN S2S2, SECTION 26, CONTAINING 18.442 ACRES, MORE OR LESS;  
AND

PARCEL: M&B IN N2, SECTION 35, CONTAINING 67.183 ACRES, MORE OR LESS.

TOTAL CONTAINING 85.625 ACRES, MORE OR LESS.

LOCATION: SWC OF LOOP 101 FREEWAY AND HAYDEN ROAD, SCOTTSDALE,  
ARIZONA

**RIGHT OF WAY NO. 16-122631 (MAYO BOULEVARD)**

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

**ONSITE PARCELS:**

PARCEL: M&B THRU N2NE; E2E2NENW, SECTION 35, CONTAINING 1.461 ACRES,  
MORE OR LESS; AND

PARCEL: M&B THRU N2NW, SECTION 35, CONTAINING 1.875 ACRES, MORE OR  
LESS.

**OFFSITE PARCELS:**

PARCEL: M&B THRU N2NE; E2E2NENW, SECTION 35, CONTAINING 1.389 ACRES,  
MORE OR LESS; AND

PARCEL: M&B THRU N2NW, SECTION 35, CONTAINING 1.714 ACRES, MORE OR  
LESS.

Said perpetual easement contains a total of 6.439 acres, more or less.

**RIGHT OF WAY NO. 14-122632 (MILLER ROAD DRAINAGE)**  
**TOWNSHIP 4 NORTH, RANGE 4 EAST, G&SRM, MARICOPA COUNTY, ARIZONA**

**ONSITE PARCELS:**

- PARCEL: M&B THRU S2SESW; SWSWSE, SECTION 26, CONTAINING 0.805 ACRES, MORE OR LESS; AND
- PARCEL: M&B THRU N2N2, SECTION 35, CONTAINING 0.404 ACRES, MORE OR LESS.

**OFFSITE PARCELS:**

- PARCEL: M&B THRU NWN; E2E2NENW, SECTION 35, CONTAINING 2.532 ACRES, MORE OR LESS; AND
- PARCEL: M&B THRU N2NW, SECTION 35, CONTAINING 2.772 ACRES, MORE OR LESS.

Said perpetual easement contains a total of 6.513 acres, more or less.

Together, the Mayo Boulevard and Miller Road Drainage easements contain a total of 12.952 acres, more or less.

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

**PROPERTY INFORMATION:**

**A)** The complete legal description of Land Sale No. 53-121226 (the “**Sale Parcel**”) and Rights of Way Nos. 16-122631 (**Mayo Boulevard**) and 14-122632 (**Miller Road Drainage**) (hereinafter, collectively, the “**Subject Property**”) are available in their respective files.

**(B)** The Subject Property has been appraised at \$61,850,000.00 (“**Appraised Value**”).

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

**(D)** The Subject Property is subject to:

**(1)** The Crossroads East Development Plan approved by the City of Scottsdale City Council on June 12, 2018 pursuant to City Ordinance No. 4346 (Case No. 19-ZN-2002#6; the “**Development Plan**”). The Subject Property was zoned as part of the larger zoning case. The City approved zoning for the greater Crossroads East Planned Community is limited to the Land Use Budget set forth in Section XI of the Development Plan as subsequently amended by the Development Agreement (the “**CRE Zoning**”), and as allocated by ASLD to each parcel it sells or leases within the greater Crossroads East Planned Community; and

**(2)** That certain Third Amended and Restated Development Agreement (Contract No. 2002-141-COS-A3) between ASLD and the City of Scottsdale dated June 12, 2018 and recorded June 15, 2018 as Instrument No. 2018-0456551, as amended by that certain First Amendment to the Third Amended and Restated Development Agreement dated December 12, 2018 and recorded December 14, 2018 as Instrument No. 2018-0917804 (together, the “**Development**”

**Agreement**”). The Development Agreement provides for the successful bidder of certain ASLD Properties to pay the City within thirty (30) days after a successful auction its proportionate share of (i) the Loop 101 Underpass Reimbursement Amount at \$8,600.00 per gross acre; and (ii) the Drainage Reimbursement Amount at \$11,000.00 per gross acre.

(E) The complete files associated with the above-described Subject Property are 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 website at [www.azland.gov](http://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 Subject Property including, without limitation, ASLD File Nos. 53-121226, 16-122631 and 14-122632, and files of all other public agencies regarding the Subject Property.

(B) On the date of auction, a prospective bidder or a representative authorized in writing to bid on behalf of a prospective bidder, 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: (1) the prospective bidder has undertaken due diligence in preparation for the auction; (2) the prospective 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 prospective bidder has carefully reviewed and is familiar with the terms of the Development Plan and the Development Agreement; (4) the prospective bidder has obtained the legal and other expert advice necessary to assess the value of the Subject Property subject to the Development Plan and the Development Agreement; (5) the prospective bidder’s authorized representative is authorized to bid and bind the bidder; and (6) the prospective bidder is purchasing the Subject Property AS IS and subject to the all applicable obligations and restrictions.

(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 \$19,046,950.00. If the prospective bidder is the applicant, the amount of Cashier’s Check shall be \$18,998,450.00.

(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 \$61,850,000.00. 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 the amount thereof is the Sale Price, 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) 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 Subject Property; or (ii) the sufficiency of the Subject Property 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 the Development Plan and Development Agreement and all other existing reservations, easements and rights of way. The Successful Bidder shall assume all obligations under the Development Agreement.

(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, and that the Successful Bidder agrees to assume all obligations pursuant to the Development Agreement.

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

- (1)** 25% of the Appraised Value of the Subject Property, which is \$15,462,500.00;
- (2)** A Selling and Administrative Fee of 3% of the Appraised Value of the Subject Property, which is \$1,855,500.00;
- (3)** Estimated Reimbursable Legal Advertising Costs, which are \$5,000.00;
- (4)** Reimbursable Appraisal Fee, which is \$3,500.00;
- (5)** Estimated Reimbursable Costs and Expenses, which are \$40,000.00, 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)** Two (2) Right of Way Assignment Application Fees of \$1,000.00 each, totaling \$2,000.00;
- (7)** An escrow payment for the Loop 101 Underpass Reimbursement Amount pursuant to the Development Agreement Paragraph 9.5 in the amount \$736,375.00;
- (8)** An escrow payment for the Drainage Reimbursement Amount pursuant to the Development Agreement Paragraph 9.6 in the amount of \$941,875.00; and
- (9)** A Patent Fee of \$200.00.

The total amount due at the Time of Sale is \$19,046,950.00 (less \$48,500.00 if the Successful Bidder is the applicant, for a total amount due of \$18,998,450.00).

**(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; and
- (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)** Immediately following the Time of Sale, the Successful Bidder shall execute the Rights of Way and complete the ASLD Assignment Applications to assign Mayo Boulevard (Right of Way No. 16-122631) and the Miller Road Drainage (Right of Way No. 14-122632) to the City of Scottsdale.

(J) 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).

**ADDITIONAL CONDITION(S):**

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.

(2) ASLD is allocating the following CRE Zoning from the Development Plan for use on the Subject Property:

- (i) C-2 (Central Business) - up to 55.00 gross acres;
- (ii) I-1 (Industrial Park) - up to 35.00 gross acres; and
- (iii) PCP (Planned Airpark Core Development) - up to 5.00 gross acres.

Notwithstanding the foregoing, ASLD is not allocating any of the Allowable Dwelling Units from its Crossroads East Land Use Budget to the Subject Property.

Any of the foregoing CRE Zoning not used after the successful bidder fully develops the Subject Property shall revert to ASLD's Land Use Budget.

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

**BROKER INFORMATION:**

The Commissioner has determined that ASLD shall not pay to any real estate broker a real estate commission for this auction. In the event the Successful Bidder registered a real estate broker for this auction, 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.

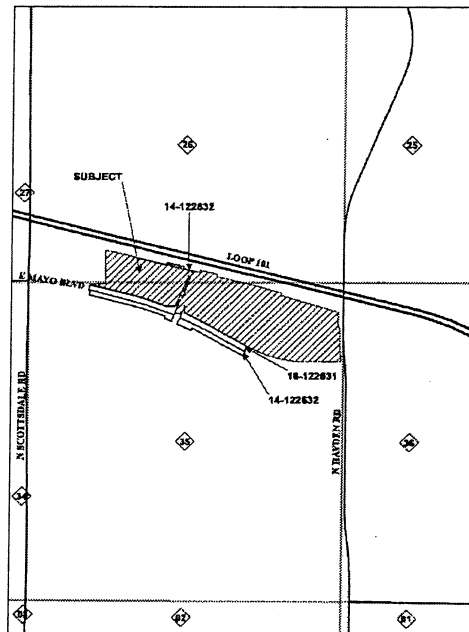
A protest to this sale must be filed within 30 days after the first day of publication of this announcement and in accordance with A.R.S. § 37-301.

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

*Lisa A. Atkins*  
Lisa A. Atkins  
State Land Commissioner



14 Jan 22  
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.