

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

**PUBLIC AUCTION SALE NO. 53-122513 AND
PERPETUAL RIGHTS OF WAY NOS. 16-121920, 16-121921,
16-121922, 16-122581 AND 16-122776**

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 Tuesday, April 19, 2022, at the 1891 Historic Pinal County Courthouse, 135 North Pinal Street, Ceremonial Courtroom, Florence, Arizona, or another location to be announced no less than seven (7) days prior to the auction, trust lands situated in Pinal County to wit:

LAND SALE NO. 53-122513

TOWNSHIP 2 SOUTH, RANGE 8 EAST, G&SRM, PINAL COUNTY, ARIZONA

PARCEL: ALL, SECTION 5, CONTAINING 650.500 ACRES, MORE OR LESS.

LOCATION: NEC IRONWOOD AND GERMANN ROADS, QUEEN CREEK, ARIZONA

RIGHT OF WAY NO. 16-121920 (IRONWOOD DR. PUBLIC ROAD & UNDERGROUND UTILITIES)

TOWNSHIP 1 SOUTH, RANGE 8 EAST, G&SRM, PINAL COUNTY, ARIZONA

OFFSITE PARCELS:

PARCEL: EAST 70.00 FT. OF SOUTH 1,026.66 FT., SECTION 31, CONTAINING 1.650 ACRES, MORE OR LESS; AND

PARCEL: M&B THRU WEST 70.00 FT. OF SWSW, SECTION 32, CONTAINING 1.650 ACRES, MORE OR LESS.

TOWNSHIP 2 SOUTH, RANGE 8 EAST G&SRM, PINAL COUNTY, ARIZONA

ONSITE PARCEL:

PARCEL: M&B THRU WEST 70.00 FT., SECTION 5, CONTAINING 8.630 ACRES, MORE OR LESS.

OFFSITE PARCEL:

PARCEL: EAST 70.00 FT. OF LOT 1; SENE; SE, SECTION 6, CONTAINING 8.630 ACRES, MORE OR LESS.

Said perpetual easement contains a total of 20.560 acres, more or less.

RIGHT OF WAY NO. 16-121921 (PECOS RD. PUBLIC ROAD & UNDERGROUND UTILITIES)

TOWNSHIP 1 SOUTH, RANGE 8 EAST, G&SRM, PINAL COUNTY, ARIZONA

OFFSITE PARCELS:

PARCEL: SOUTH 55.00 FT. OF LOTS 11 AND 12; SE, SECTION 31, CONTAINING 6.584 ACRES, MORE OR LESS; AND

PARCEL: M&B THRU SOUTH 55.00 FT., SECTION 32, CONTAINING 6.584 ACRES, MORE OR LESS.

TOWNSHIP 2 SOUTH, RANGE 8 EAST G&SRM, PINAL COUNTY, ARIZONA

ONSITE PARCEL:

PARCEL: M&B THRU NORTH 55.00 FT. OF LOTS 1 THRU 4, SECTION 5, CONTAINING 6.496 ACRES, MORE OR LESS.

OFFSITE PARCEL:

PARCEL: NORTH 55.00 FT. OF LOTS 1 THRU 4, SECTION 6, CONTAINING 6.584 ACRES, MORE OR LESS.

Said perpetual easement contains a total of 26.248 acres, more or less.

RIGHT OF WAY NO. 16-121922 (GERMANN RD. PUBLIC ROAD & UNDERGROUND UTILITIES)

TOWNSHIP 2 SOUTH, RANGE 8 EAST, G&SRM, PINAL COUNTY, ARIZONA

ONSITE PARCEL:

PARCEL: M&B THRU SOUTH 55.00 FT. OF LOTS 1 THRU 4, SECTION 5, CONTAINING 6.497 ACRES, MORE OR LESS.

OFFSITE PARCEL:

PARCEL: SOUTH 55.00 FT. OF LOTS 13 AND 14; SE, SECTION 6, CONTAINING 6.581 ACRES, MORE OR LESS.

Said perpetual easement contains a total of 13.078 acres, more or less.

RIGHT OF WAY NO. 16-122581 (KENWORTHY RD. PUBLIC ROAD & UNDERGROUND UTILITIES)

TOWNSHIP 1 SOUTH, RANGE 8 EAST, G&SRM, PINAL COUNTY, ARIZONA

OFFSITE PARCEL:

PARCEL: M&B THRU SWSWSW, SECTION 33, CONTAINING 0.088 ACRES, MORE OR LESS.

TOWNSHIP 2 SOUTH, RANGE 8 EAST, G&SRM, PINAL COUNTY, ARIZONA

ONSITE PARCEL:

PARCEL: M&B THRU EAST 70.00 FT., SECTION 5, CONTAINING 8.592 ACRES, MORE OR LESS.

OFFSITE PARCEL:

PARCEL: M&B THRU WEST 70.00 FT., SECTION 4, CONTAINING 8.592 ACRES, MORE OR LESS.

Said perpetual easement contains a total of 17.272 acres, more or less

RIGHT OF WAY NO. 16-122776 (ELECTRIC TRANSMISSION LINE)

TOWNSHIP 1 SOUTH, RANGE 8 EAST, G&SRM, PINAL COUNTY, ARIZONA

OFFSITE PARCELS:

PARCEL: M&B THRU LOTS 3, 4, 9,10 AND 11, SECTION 30, CONTAINING 26.050 ACRES, MORE OR LESS; AND

PARCEL: M&B THRU LOTS 2, 5, 8 AND 11, SECTION 31, CONTAINING 24.225 ACRES, MORE OR LESS.

TOWNSHIP 2 SOUTH, RANGE 8 EAST, G&SRM, PINAL COUNTY, ARIZONA

OFFSITE PARCEL:

PARCEL: M&B THRU LOTS 4, 7, 10, 13 AND 14; SWSE, SECTION 6, CONTAINING 47.757 ACRES, MORE OR LESS.

Said perpetual easement contains a total of 98.032 acres, more or less

**BENEFICIARIES: PERMANENT COMMON SCHOOLS (INDEMNITY SELECTIONS);
PERMANENT COMMON SCHOOLS;
COUNTY BOND**

PROPERTY INFORMATION:

(A) Complete legal descriptions of Land Sale No. 53-122513 (the "Sale Parcel"), Rights of Way Nos. 16-121920 (the "Ironwood Dr. Public Road and Underground Utilities Easement"), 16-121921 (the "Pecos Rd. Public Road and Underground Utilities Easement"), 16-121922 (the "Germann Rd. Public Road and Underground Utilities Easement"), 16-122581 (the "Kenworthy

Rd. Public Road and Underground Utilities Easement”), and 16-122776 (the “Electric Transmission Line Easement”) (hereinafter, collectively, the “Subject Property”) are available in their respective files.

(B) The Subject Property has been appraised at \$67,750,000.00. However, the Commissioner has determined that the minimum bid at auction shall be \$84,444,000.00 (“Appraised Value”).

(C) An additional amount of \$500,000.00 will be held for improvements located on the Subject Property (the “Reimbursable Improvements”), the value of which will be established by appraisal. The funds held will be distributed based on the completed appraisal, subject to any appeal, if necessary, to the owner of the Reimbursable Improvements, and any remaining funds will be treated as additional purchase price and retained by ASLD. The owner(s) of the Reimbursable Improvements is Keith M. Flake. A complete list of the Reimbursable Improvements is available for viewing at ASLD.

(D) The Subject Property is sold subject to: (i) the Pre-Annexation Development Agreement between the Town of Queen Creek (“Town”) and the Arizona State Land Department (“ASLD”) dated May 8, 2019 (“The Development Agreement”), recorded May 30, 2019 as Instrument No. 2019-042122, Pinal County, Arizona; and (ii) Specific Plan Zoning Case # P21-01292 filed by ASLD with the Town on September 28, 2021 (the “Zoning Case”).

(E) The complete files associated with the 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 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. 53-122513, 16-121920, 16-121921, 16-121922, 16-122581 and 16-122776, and files of all other public agencies regarding the Subject Property, including without limitation, the Town’s files for the Development Agreement and the Zoning Case.

(B) On the date of auction, a prospective bidder or a representative 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: 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 and subject to the Development Agreement and the Zoning Case.

(D) Prior to the start of bidding, a prospective bidder must show ASLD's representative one or more **Cashier's Check(s)** made payable to “Arizona State Land Department” in the amount

specified under Terms of Sale Paragraph (F) below. The amount of the Cashier's Check shall be \$24,292,361.00.

(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 \$84,444,000.00. 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) 25% of the Appraised Value of the Subject Property, which is \$21,111,000.00;
- 2) A Selling and Administrative Fee of 3% of the Appraised Value of the Subject Property, which is \$2,533,320.00;
- 3) Reimbursable Improvements in the estimated amount of \$500,000.00. If it is determined post auction that the value of Reimbursable Improvements is less than \$500,000.00, the difference between \$500,000.00 and the final amount determined shall be deemed consideration in addition to the Sale Price and shall be retained by ASLD and deposited in the Permanent Fund;
- 4) Estimated Legal Advertising Costs, which are \$7,000.00;
- 5) Appraisal Fee Reimbursable to ASLD, which is \$7,500.00;
- 6) Costs and Expenses Reimbursable to ASLD, which are \$128,541.00; and
- 7) Five (5) Right of Way Assignment Application Fees of \$1,000.00 each, totaling \$5,000.00.

The total amount due at the Time of Sale is \$24,292,361.00.

(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)(4) 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 auction date payment of: (i) a Certificate of Purchase Fee of \$1,000.00; (ii) payment of an additional amount which, when added to the amount paid under Paragraph (F)(1) above, equals 25% 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)(4) above; and

- b) Within forty-five (45) days after the auction date payment of an additional 25% of the Sale Price plus simple interest thereon, which begins to accrue on the auction date, 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 0.875% or (ii) 5.875% [By way of example, if the foregoing rate were calculated as of January 19, 2022, the rate would equal the greater of: (i) the United States Prime Rate of 3.25%, plus 0.875% (4.125%) or (ii) 5.875%] (hereinafter, the “Interest Rate”); and
- c) If not sooner paid, the remaining balance of the Sale Price, plus simple interest thereon accruing from the date of auction at the Interest Rate, shall be due as follows:
 - (i) on the third anniversary and fourth anniversary of the auction date, payments of accrued interest only; and
 - (ii) on the fifth anniversary of the auction date, payment of the entire remaining balance of the Sale Price.

(H) 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).

(I) Immediately following the Time of Sale, the Successful Bidder shall complete the ASLD Assignment Applications to assign Rights of Way Nos. 16-121920, 16-121921, 16-121922, 16-122581 to the Town, and Right of Way 16-122776 to the Town to be held for later transfer to the Western Area Power Administration (“WAPA”), subject to the terms thereof. No patent or partial patent shall be issued until Successful Bidder has executed the Right of Way Instruments for Rights of Way Nos. 16-121920, 16-121921, 16-121922, 16-122581 and 16-122776.

(J) The Town of Queen Creek has agreed to be responsible for relocation of the existing WAPA electric transmission line Right of Way No. 65-000034 from its current location on state trust land in Sections 30 and 31, T1S, R8E; and Section 6, T2S, R8E to the new location within a corridor along the western edges of state trust land in Sections 30 and 31, T1S, R8E; and Section 6, T2S, R8E, as described in new Electric Transmission Line Right of Way No. 16-122776 (the “Relocation”). If agreed to by ASLD and WAPA, Right of Way 16-122776 may be realigned to a different location on state trust land in Sections 30 and 31, T1S, R8E; and Section 6, T2S, R8E. If WAPA does not consent to the Relocation or if for any other reason the Relocation does not occur within three (3) years of the Time of Sale, unless extended by the Commissioner in her sole discretion, Right of Way No. 16-122776 shall terminate. The Relocation obligation shall be included as an Additional Condition to Right of Way No. 16-122776.

(K) 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),
- 2) Excavate any soil, or
- 3) Deposit any fill material,

on any portion of the Sale Parcel that has not been subject to a partial patent or Right of Way.

(L) If the Successful Bidder chooses the Certificate of Purchase Option outlined in Terms of Sale Paragraph (G)(2) above, in consideration for the 25% of the Sale Price due within thirty (30) days of auction and the additional 25% of the Sale Price due within forty-five (45) days of auction, the Successful Bidder may obtain a partial patent for an area of not less than 324 gross acres nor more than 355 gross acres (the “Initial Partial Patent”). The release price per acre for the Initial Partial

Patent shall be the Sale Price divided by 650,500. The configuration of the Initial Partial Patent area shall be contiguous, rectangular, and shall be subject to approval by the Commissioner in her reasonable discretion. Upon payment of the entire remaining balance due under the Certificate of Purchase, the Successful Bidder shall be entitled to a patent (the "Final Patent") for the remainder of the Sale Parcel. Irrespective of whether the Successful Bidder elects the Patent Option provided in (G)(1) above or the Certificate of Purchase Option provided in (G)(2) above, no patent shall be issued until the Successful Bidder has provided the Trunk Infrastructure Assurance of Completion as required in Additional Condition (B) below. The Initial Partial Patent and the Final Patent shall be the only patents allowed for the Sale Parcel. Upon receipt of the Initial Partial Patent, the Successful Bidder may relinquish the remainder of the Sale Parcel to ASLD without penalty at any time prior to the date final payment is due.

(M) Use of the Sale Parcel shall be limited to industrial use, and subject to continuing use restriction recorded in the sale Patent.

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.

(2) Use of the Subject Property shall be limited to industrial use only. This patent condition may be amended or terminated by the State Land Commissioner at his/her sole and absolute discretion. ASLD shall have all remedies available at law or in equity, including but not limited to monetary damages and injunctive relief, to enforce this patent condition.

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 obtaining a patent for all or a portion of the Sale Parcel, or 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 with all material milestones, including a construction commencement date within 12 months of the Auction Date and completion date within 24 months of the Auction Date (“Trunk Infrastructure Phasing Schedule”), for the planning, engineering, permitting and construction of the “Trunk Services/Infrastructure” in conformance with the Zoning Case 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 Zoning Case area, and right-of-way improvements consisting of construction of the full width of Pecos Road and Kenworthy Road adjacent to the Sale Parcel, and construction of the Northern half of Germann Road adjacent to the Sale Parcel, all as generally described in that Zoning Case and in conformance with Town 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) Assurance of the completion of the Trunk Services/Infrastructure (“Trunk Infrastructure Assurance of Completion”) on or before 24 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, in form and substance as approved by ASLD. At the discretion of ASLD, such Trunk Infrastructure Assurance of Completion may be contained in a Town development agreement with the Successful Bidder.

(2) The Trunk Services/Infrastructure Condition shall be satisfied upon the Successful Bidder timely delivering to ASLD (a) the phasing schedule approved by ASLD in conjunction with ASLD’s approval of the Trunk Services /Infrastructure scope, and (b) the Trunk Infrastructure Assurance of Completion.

(3) Notwithstanding timely satisfaction of the Trunk Services/Infrastructure Condition and irrespective of whether the Successful Bidder elects the Patent Option or the Certificate of Purchase Option, 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.

BROKER INFORMATION:

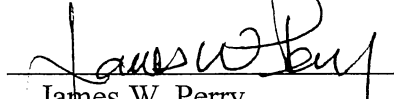
In the event the Successful Bidder has retained the services of a real estate broker, the Successful Bidder shall be solely responsible for compensating that broker.

GENERAL INFORMATION:

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

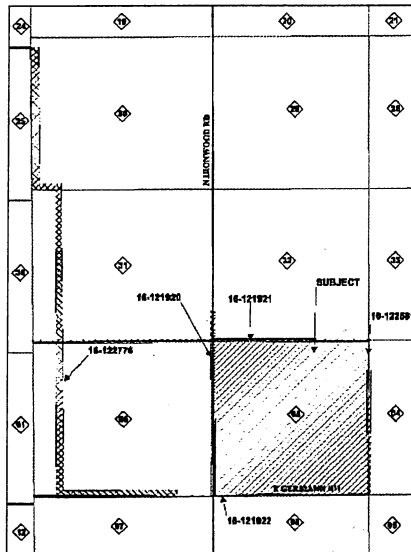
A protest to this sale must be filed within 30 days after the first day of publication of this announcement and in accordance with A.R.S. § 37-301.

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


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



01/25/2022
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.