

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

PUBLIC AUCTION SALE NO. 53-122419

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 11:30 a.m. on Thursday, November 14, 2024, at the Mohave County Courthouse, 401 Spring Street, Kingman, Arizona, or another location to be announced no less than seven (7) days prior to the auction, trust lands situated in Mohave County to wit:

LAND SALE NO. 53-122419: PARCEL A (THE “SALE PARCEL”)

TOWNSHIP 42 NORTH, RANGE 7 WEST, G&SRM, MOHAVE COUNTY, ARIZONA

PARCEL: M&B IN LOT 2 N2NWSE, SECTION 36, CONTAINING 18.270 ACRES, MORE OR LESS.

TOTAL ACRES CONTAINING 18.270 ACRES, MORE OR LESS.

LOCATION: SOUTH OF UTAH STATE LINE AND BETWEEN REDWOOD STREET AND HIGHWAY 389, AND NORTH OF ARIZONA AVENUE, COLORADO CITY, ARIZONA.

LAND SALE NO. 53-122419: PARCEL B (THE “SALE PARCEL”)

TOWNSHIP 42 NORTH, RANGE 7 WEST, G&SRM, MOHAVE COUNTY, ARIZONA

PARCEL: M&B IN SE, SECTION 36, CONTAINING 110.470 ACRES, MORE OR LESS.

TOTAL ACRES CONTAINING 110.470 ACRES, MORE OR LESS.

LOCATION: SOUTH OF ARIZONA AVENUE AND BETWEEN REDWOOD STREET AND HIGHWAY 389, AND NORTH OF TOWNSHIP AVENUE, COLORADO CITY, ARIZONA.

LAND SALE NO. 53-122419: PARCEL C – REDWOOD STREET (THE “COLORADO CITY UNIFIED SCHOOL DISTRICT PARCEL C”)

TOWNSHIP 42 NORTH, RANGE 7 WEST, G&SRM, MOHAVE COUNTY, ARIZONA

PARCEL: M&B IN W2W2 of LOT 2 W2W2SE, SECTION 36, CONTAINING 3.480 ACRES, MORE OR LESS.

TOTAL ACRES CONTAINING 3.480 ACRES, MORE OR LESS.

LOCATION: WEST OF HIGHWAY 389 ALONG THE WESTERN BOUNDARY OF OVERALL PARCEL, BETWEEN UZONA AVENUE AND TOWNSHIP AVENUE,

LAND SALE NO. 53-122419: PARCEL C - ARIZONA AVENUE (THE "COLORADO CITY UNIFIED SCHOOL DISTRICT PARCEL C")

TOWNSHIP 42 NORTH, RANGE 7 WEST, G&SRM, MOHAVE COUNTY, ARIZONA

PARCEL: M&B IN SW of LOT 2 N2NWSE, SECTION 36, CONTAINING 2.460 ACRES, MORE OR LESS.

TOTAL ACRES CONTAINING 2.460 ACRES, MORE OR LESS.

LOCATION: WEST OF HIGHWAY 389 AND EAST OF REDWOOD STREET SOUTH OF UZONA AVENUE AND NORTH OF TOWNSHIP AVENUE, COLORADO CITY, ARIZONA.

LAND SALE NO. 53-122419: PARCEL D (THE "ADOT HIGHWAY 389 PARCEL D")

TOWNSHIP 42 NORTH, RANGE 7 WEST, G&SRM, MOHAVE COUNTY, ARIZONA

PARCEL: M&B IN LOT 2 SE, SECTION 36, CONTAINING 8.720 ACRES, MORE OR LESS.

TOTAL ACRES CONTAINING 8.720 ACRES, MORE OR LESS.

LOCATION: BETWEEN UZONA AVENUE AND TOWNSHIP AVENUE ALONG THE EASTERN BOUNDARY OF OVERALL PARCEL, COLORADO CITY, ARIZONA

TOTAL ACRES OF LAND SALE NO. 53-122419 CONTAINING 143.400 ACRES, MORE OR LESS.

BENEFICIARY: PERMANENT COMMON SCHOOLS

PROPERTY INFORMATION:

(A) A complete legal description of Land Sale No. 53-122419 Parcel A and Parcel B, including the underlying fee interest of the Colorado City Unified School District Parcel C and ADOT Highway 389 Parcel D (hereinafter collectively referred to as the "Overall Parcel") is available in the sale file.

(B) The auction for the Overall Parcel includes the fee interest underlying Colorado City Unified School District Right of Way No. 16-106427 and ADOT Right of Way No. 09-002577 (collectively, the "Existing Rights of Way"). Colorado City Unified School District Parcel C is sold subject to Right of Way No. 16-106427 and ADOT Highway 389 Parcel D is sold subject to Right of Way No. 09-002577.

(C) The Overall Parcel has been appraised at \$2,580,000.00 ("Appraised Value").

(D) There are no reimbursable improvements on the Overall Parcel.

(E) The complete files associated with the above-described Overall Parcel 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 Overall Parcel including without limitation ASLD File Nos. 53-122419, 16-106427 and 09-002577, and files of all other public agencies regarding the Overall Parcel.

(B) On the date of auction, a prospective bidder, or an authorized representative of a prospective bidder, shall attend and bid on behalf of the 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 Overall Parcel solely upon the basis of their own due diligence and investigation of the Overall 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 Overall 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 \$765,818.82. If the prospective bidder is the applicant, the amount of Cashier's Check shall be \$722,600.00.

(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 \$2,580,000.00. A bid for less than the Appraised Value of the Overall 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 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 Overall 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: (i) the physical condition or any other aspect of the Overall Parcel, including, but not limited to, the uses to which the Overall Parcel may be put, the ability to construct additional improvements or modify existing improvements on any portion of the Overall Parcel or the ability to obtain building permits for any portion of the Overall Parcel, the conformity of the Overall 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, water retention characteristics of the Overall Parcel, drainage onto or off of the Overall Parcel, the location of the Overall 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 Overall Parcel or any improvements constituting the Overall Parcel; or (ii) the sufficiency of the Overall 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 Overall 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 Overall 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) 25% of the Appraised Value of the Overall Parcel, which is \$645,000.00;
- 2) A Selling and Administrative Fee of 3% of the Appraised Value of the Subject Property, which is \$77,400.00;
- 3) Estimated Reimbursable Legal Advertising Costs, which are \$5,000.00;
- 4) Reimbursable Appraisal Fee, which is \$3,200.00;
- 5) Estimated Reimbursable Costs and Expenses of \$35,018.82, 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) A Patent Fee of \$200.00.

The total amount due at the Time of Sale is \$765,818.82 (less \$43,218.82 if the Successful Bidder is the applicant, for a total amount due of \$722,600.00).

(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 (G) ABOVE, SHALL BE DUE WITHIN 30 DAYS OF THE DATE OF AUCTION.

(I) Within thirty (30) days after a Patent has been issued, the Successful Bidder shall transfer the fee interest in Colorado City Unified School District Parcel C, Redwood Street and Arizona Avenue, to the Colorado City Unified School District. The Successful Bidder shall notify ASLD of the transfer.

(J) Within thirty (30) days after a Patent has been issued, the Successful Bidder shall transfer the fee interest in ADOT Highway 389 Parcel D to the Arizona Department of Transportation. The Successful Bidder shall notify ASLD of the transfer.

(K) 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 Overall Parcel 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.

Prior to any ground disturbance in areas not previously subject to a cultural resources survey, as

documented in the report reviewed by Gourley 2022, Grantee shall arrange for a permittee of the Arizona State Museum to inspect the area for cultural, historical, and paleontological remains and submit two copies and a PDF copy of the inspection report to the Arizona State Land Department Cultural Resources Section for review and approval.

If, following receipt of ASLD Cultural Resources Section approval to proceed, any additional archaeological, paleontological, or historical site or object, or Human remains or funerary object that is at least fifty years old is discovered during the course of ground disturbing activities, all work shall cease and the grantee shall notify the Director of the Arizona State Museum pursuant to A.R.S. §41-844, and Arizona State Land Department Cultural Resources Section Manager.

Except for archaeological investigations that are properly authorized under a project specific Arizona Antiquities Act permit issued by the Arizona State Museum pursuant to A.R.S. §41-842, Grantee shall not cause nor allow any ground disturbing activity within the boundaries of the archaeological sites recorded at the Arizona State Museum as AZ B:1:21(ASM), AZ B:1:22(ASM), AZ B:107(ASM), and AZ B:108(ASM) without first obtaining the written permission of Grantor. Grantee shall arrange for a permittee of the Arizona State Museum to flag these cultural resources for avoidance. If avoidance is not feasible Grantee shall provide Grantor with any archaeological plans, studies, or reports that may be needed for Grantor's use in consultation with the State Historic Preservation Office.

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:

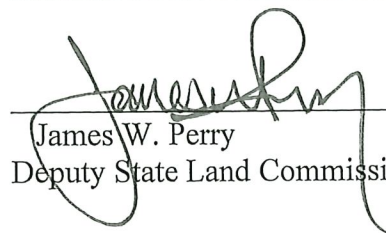
In the event the Successful Bidder has retained the services of a real estate broker, the Successful Bidder shall be solely responsible for compensating that broker.

GENERAL INFORMATION:

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

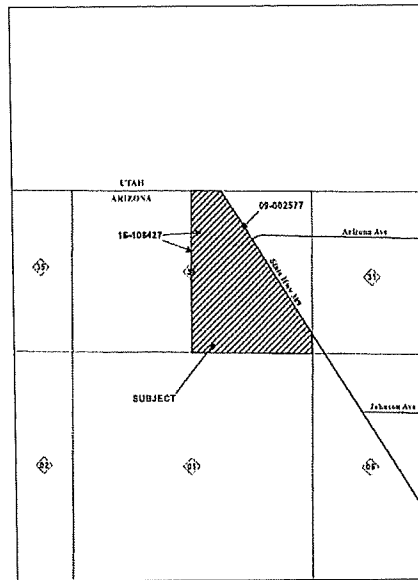
A protest to this sale must be filed within 30 days after the first day of publication of this announcement and in accordance with A.R.S. § 37-301.

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


James W. Perry
Deputy State Land Commissioner



8/22/24
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 Overall Parcel. Contact ASLD, Real Estate Division at (602) 542-3000 for additional information.