TO: ACHD Board of Commissioners & Bruce S. Wong, Director

FROM: Lorie Baird, Real Estate Management Specialist, Real Estate Section

SUBJECT: Solicited Sealed Bids, Acceptance of Sale of Surplus Real Property

CONSENT AGENDA item for Board of Commissioners, March 6, 2013 meeting

FACTS & FINDINGS:

(1) The subject Surplus Real Property is located at: 4470 N. Maple Grove, Boise, Idaho 83704, described on Exhibit “A”.

On February 6, 2013, the Commission conducted a public hearing and after which adopted Resolution #1084, declaring the Subject Property to be surplus and directing that the Subject Property be sold to the public.

The District notified persons owning real property which is contiguous with the Subject Property that they had first option to purchase the Subject Property for an amount not less than the current determined value of $35,000.00, no such person exercised their option and the Subject Property remained available for sale to the public.

Notice of the sale to the public by solicited sealed bids was published in the Idaho Statesman in accordance with ACHD Section 2033.2, on February 20, 2013 and February 21, 2013, the last date of publication at least ten (10) days before the solicited sealed bids opening date. An “Auction Notice” was posted on said property five (5) days before the solicited sealed bids opening date.

(2) The terms of Sale are as follows:

a. the minimum bid shall be not less than one hundred percent (100%) of the estimated fair market value of the Subject Property, $35,000.00;

b. the high bidder shall pay to ACHD 10 percent (10%) of the purchase price by cash or cashiers check drawn on a national or state of Idaho chartered bank, by 4:30pm on the
day of the auction with the remainder due at closing, not more than 90 days after the day of the auction;

c. the high bidder shall sign a Sales Contract, as per exhibit “B”

d. upon receipt of full payment, ACHD will convey title to the Surplus Property “as-is” without warranty of any kind, by Quitclaim Deed, as per exhibit “C”

e. ACHD reserves the right to reject any and all bids presented at the auction.

(3)  (This is where we will put the winning bid information, or where we will request the authorization to sell the property at a private sale.) Exhibit “D”

FISCAL IMPACT

ACHD will convert an asset it has no use for and receives no income from, into cash.

RECOMMENDATIONS

Recommend the Board accept the bid of $  from:  ,
Authorizing the sale of the subject property.

ALT: Recommend the Board to authorize the sale of said property at a private sale.

ENCLOSURES:

Exhibit “A”  Legal Description of Surplus Property
Exhibit “B”  Sale Contract
Exhibit “C”  Quitclaim Deed
Exhibit “D”  Winning Bid Proposal (if one is received)
EXHIBIT “A”

Parcel Owner: Ada County Highway District
Ada Co. Assessor No.: R7858070111
S.36, T.4 N., R.1 E., B.M.

Remnant Parcel
Lot 28, Block 11, Sherwood Park No.8 Subdivision

A parcel of land situated in the Northwest Quarter (NW1/4) of Section 36, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, being a portion of Lot 28 in Block 11 of Sherwood Park No.8 Subdivision filed in Book 24 of Plats at Page 1506 and also being a portion of that Warranty Deed filed as Instrument Number 102031042, records of Ada County, more particularly described as follows:

Commencing at a found brass cap marking the northwest corner of said Section 36 at the intersection of Maple Grove Road and McMillan Road from which a found 5/8” iron pin marking the West Quarter (W1/4) corner bears S 0°52’23” W, 2661.65 feet, shown as S 0°45’43” W, 2661.53 feet on said Plat, thence S 0°52’23” W, 1091.06 feet along the west boundary of said NW1/4 and centerline of Maple Grove Road to a point, thence leaving said west boundary and centerline S 89°07’37” E, 63.00 feet to a point on the north boundary of said Lot 28, said point lying S 89°07’37” E, 30.00 feet from the northwest corner of said Lot 28, said point also being the POINT OF BEGINNING.

Thence S 89°07’37” E, 78.96 feet (formerly S 89°14’17” E) along said north boundary to the northeast corner of said Lot 28;
Thence S 0°52’23” W, 100.00 feet (formerly S 0°45’43” W, 100.00’) along the east boundary to the southeast corner of said Lot 28;
Thence N 89°07’37” W, 48.96 feet (formerly N 89°14’17” W) along the south boundary of said Lot 28 to a point of curvature;
Thence along said curve to the right having a radius of 30.00 feet, a delta angle of 90°00’00”, an arc length of 47.12 feet and a chord bearing and distance of N 44°07’37” W, 42.43 feet to the point of tangency;
Thence N 0°52’23” E, 70.00 feet parallel with and measuring 30.00 feet from the west boundary of said Lot 28 to the Point of Beginning.

Said described parcel contains 7,703 square feet (0.177 acres) and is subject to covenants, easements and restrictions of record or in use.
SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (the "Agreement") is made and entered into this ______ day of ______, 20__, by and between ADA COUNTY HIGHWAY DISTRICT ("ACHD"), a body politic and corporate of the state of Idaho, and ______ (name, status, residency) ________________ ("Buyer"); WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

SECTION 1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) The term "Closing Date" shall mean ________________, 20__.  
(b) The term "Deed" shall mean the form of deed attached hereto as Exhibit "A".  
(c) The term "Property" shall refer to that certain parcel of real property described on Exhibit "A" to the Deed.

SECTION 2. Recitals.

2.1 ACHD has determined that the Property is not needed by and no longer useful to ACHD and has the statutory authority to sell the same.

2.2 For the price and on the terms and conditions hereinafter set forth, Buyer is willing to purchase the Property from ACHD and ACHD is willing to sell, grant and convey the Property to Buyer.

SECTION 3. Agreement to Sell and Purchase. ACHD hereby agrees to sell, grant and convey the Property to Buyer, and Buyer hereby agrees to purchase the Property from ACHD for the price and on the terms and conditions hereinafter set forth.

SECTION 4. Purchase Price; Closing; Possession.

4.1 The purchase price to be paid by the Buyer for the Property is ________________ DOLLARS ($_______).

4.2 The closing under this Agreement shall take place at the offices of ACHD on the Closing Date, by the delivery to ACHD of Buyer's cash or cashier's check drawn on a national bank or state of Idaho chartered bank made payable to ACHD in the amount of the purchase price in return for the delivery to Buyer of the Deed, duly executed by ACHD and acknowledged in form suitable for
EXHIBIT "B"

ADA COUNTY HIGHWAY DISTRICT:

By: __________________________________________
Title: _______________________________________

"BUYER"

By: __________________________________________
Title: _______________________________________

EXHIBITS

"1" Deed, with legal description of Property attached.

EXHIBIT "1"
QUITCLAIM DEED

THIS INDENTURE, made this _____ day of ________________, 20__, ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, the "GRANTOR", and ________, a ________________, the "GRANTEE";

WITNESSETH:

FOR VALUE RECEIVED, the GRANTOR does hereby convey, release, and quitclaim to the GRANTEE all right, title and interest in and to that certain real property situated in the COUNTY OF ADA, STATE OF IDAHO, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof,

TOGETHER with all and singular the, structures, improvements and fixtures thereto, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, and rents, issues and profits thereof (collectively the "Premises").

The current address of the GRANTEE is:

IN WITNESS WHEREOF, this Deed has been duly executed by and on behalf of GRANTOR, the day, month and year herein first above written.

ADA COUNTY HIGHWAY DISTRICT

By: ________________________________
   Sara M. Baker, President

Attest:

______________________________
Bruce S. Wong, Director

State of Idaho   )
   ) ss.
County of Ada   )

Deed, page 4
(6-23-08)
EXHIBIT “C”

ADA COUNTY HIGHWAY DISTRICT:

By: ____________________________
Title: __________________________

“BUYER”

By: ____________________________
Title: __________________________

EXHIBITS

“1” Deed, with legal description of Property attached.

EXHIBIT “1”