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: 8820 W. Ustick Road and 3225 N. Welford Ave., Boise, Idaho 83704, described on Exhibit “A”.

On February 6, 2013, the Commission conducted a public hearing and after which adopted Resolution #1082, 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 $155,000.00, 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, $155,000.00;

b. the high bidder shall pay to ACHD 10 percent (10%) of the purchase price by cash or cashier’s 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”

Legal Description
8820 W. Ustick, Boise

A parcel of land being the remnant portion of Lot 4 (Lot 4 excluding the southerly 13.00 feet for road right-of-way) in Block 1 of Fairbanks Subdivision recorded in Book 55 of Plats at Page 4987 and 4988, records of Ada County, Idaho, said parcel being situated in the Southwest ¼ of the Southwest ¼ of Section 36, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho and shown as Parcel 47 in the Ada County Highway District plans for the Ustick Road (Five Mile to Cole Road, Phase 1) project, project number 504004 MA201 on file in the office of the Ada County Highway District’s office, said parcel also being a portion of that Warranty Deed filed as instrument number 105009285 records of Ada County, Idaho, and being more particularly described as follows:

Commencing at a brass cap being the Southwest corner of Section 36 as shown on said Plat of Fairbanks Subdivision, thence South 89°46’32” Easy, 383.05 feet along the southerly boundary of said SW1/4 SW1/4 of Section 36 to a point, thence North 0°13’28” East, 40.00 feet to the southeast corner of said Lot 4, thence North 0°26’53” East, 13.00 feet along the east boundary of said Lot 4 to the intersection with the northerly right-of-way of Ustick Road, said point being the REAL POINT OF BEGINNING.

Thence North 89°46’32” West, 103.00 feet along the northerly 53.00 feet wide right-of-way of Ustick Road and parallel to the south boundary of said Southwest ¼ of the Southwest ¼ of Section 36 to the west boundary of said Lot 4;

Thence North 0°26’53” Ease, 117.00 feet along said west boundary to the northwest corner of said Lot 4;

Thence South 89°46’32” Ease, 103.00 feet along the north boundary to the northeast corner of said Lot 4;

Thence South 0°26’53” West, 117.00 feet along the east boundary of said Lot 4 to the Real Point of Beginning.

Said described parcel contains 12,051 square feet or 0.28 acres and is subject to easements of record or in use.
EXHIBIT “A”

Legal Description
3225 N. Welford Ave., Boise

A parcel of land being the remnant portion of Lot 3 (Lot 3 excluding the southerly 13.00 feet for road right of way) in Block 1 of Fairbanks Subdivision recorded in Book 55 of Plats at Page 4987 and 4988, records of Ada County, Idaho, said parcel being situated in the Southwest ¼ of the Southwest 1/4 of Section 36, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho and shown as Parcel 48 in the Ada County Highway District plans for the Ustick Road (Five Mile to Cole Road, Phase 1) project, project number 504004 MA201 on file in the office of the Ada County Highway District’s office, said parcel also being a portion of that Warranty Deed filed as instrument number 105009285 records of Ada County, Idaho, and being more particularly described as follows:

Commencing at a brass cap being the Southwest corner of Section 36 as shown on said Plat of Fairbanks Subdivision, thence South 89°46’32” East, 383.05 feet along the southerly boundary of said SW1/4 SW1/4 of Section 36 to a point thence North 0°13’28” East, 40.00 feet to the southwest corner of said Lot 3, thence North 0°26’52” Ease, 13.00 feet along the west boundary of said Lot 3 to the intersection with the northerly right of way of Ustick Road, said point being the REAL POINT OF BEGINNING.

Thence continuing North 0°26’53” East, 117.00 feet along said west boundary to the northwest corner if said Lot 3;

Thence North 50°42’06” East, 15.32 feet along the northerly boundary to the northerly corner of said Lot 3, said corner lying on the southerly right of way of Welford Avenue;

Thence continuing along said northerly boundary and right of way along a non-tangent curve to the left having a radius of 50 feet, a delta angle of 93°33’35”, an arc length of 81.65 feet, a chord bearing North 88°36’47” East and a chord length of 72.87 feet to the northeast corner of said Lot 3;

Thence South 0°30’54 West, 128.80 feet along the east boundary of said Lot 3 to the intersection with the northerly 53.00 feet wide right of way of Ustick Road;

Thence North 89°46’32” West, 84.47 feet along the northerly right of way of Ustick Road and parallel to the south boundary of said Southwest 1/4 of the Southwest 1/4 of Section 36 to the Real Point of Beginning.

Said described parcel contains 9,939 square feet or 0.23 acres and is subject to easements 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 "1".
(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”
EXHIBIT “C”

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   )

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EXHIBIT “C”

ADA COUNTY HIGHWAY DISTRICT:

By: __________________________
Title: __________________________

“BUYER”

By: __________________________
Title: __________________________

EXHIBITS

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

EXHIBIT “1”

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