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: 12223 W. Cloverwood Ct., Boise, Idaho 83713, described on Exhibit “A”.

On February 6, 2013, the Commission conducted a public hearing and after which adopted Resolution #1080, 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 $190,000.00, 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, $190,000.00;

b. the high bidder shall pay to ACHD 10 percent (10%) of the purchase price by cash or cashier 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)
A parcel located in the SE ¼ of Section 33, Township 4 North, Range 1 East, Boise Meridian, and being a part of Lot 4 of Block 1 of WILLOW GROVE SUBDIVISION as shown in Book 50 of Plats at Page 4184 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southeasterly corner of said SE ¼ from which a 5/8 inch diameter iron pin marking the northeasterly corner of said SE ¼ bears N 0°54'4" E a distance of 2654.71 feet:

Thence N 0°54'04" E along the easterly boundary of said SE ¼ a distance of 238.52 feet to a point;

Thence leaving said easterly boundary N 89°05'56" W a distance of 40.00 feet to the northeasterly corner of said Lot 4;

Thence N 71°35'26" W along the northerly boundary of said Lot 4 a distance of 13.63 feet to the POINT OF BEGINNING;

Thence continuing N 71°35'26" W a distance of 149.69 feet to a point;

Thence continuing along said northerly boundary S 77°15'04" W a distance of 79.89 feet to the northwesterly corner of said Lot 4;

Thence S 15°31'21" W along the westerly boundary of said Lot 4 a distance of 30.71 feet to a point on the right-of-way of Cloverwood Court;

Thence along said right-of-way the following described courses:

Thence N 71°49'32" E a distance of 50.78 feet to a point;

Thence a distance of 69.31 feet along the arc of a 95.00 foot radius curve right, said curve having a central angle of 41°48'00" and a long chord bearing S 87°16'28" E a distance of 67.78 feet to a point;

Thence S 66°22'28" E a distance of 21.25 feet to a point;
Thence a distance of 106.30 feet along the arch of a 45.00 foot radius curve right, said curve having a central angle of 135°20′39″ and a long chord bearing S 1°17′51″ W a distance of 83.25 feet to a westerly corner of said Lot 4;

Thence leaving said right-of-way S 37°04′28″ E along the westerly boundary of said Lot 4 a distance of 32.57 feet to an angle point in said westerly boundary;

Thence continuing along said westerly boundary S 0°15′32″ W a distance of 97.80 feet to the southwesterly corner of said Lot 4;

Thence S 89°44′29″ E along the southerly boundary of said Lot 4 a distance of 38.54 feet to a point;

Thence leaving said southerly boundary N 45°34′48″ E a distance of 47.93 feet to a point;

Thence N 0°54′04″ E a distance of 169.51 feet to the POINT OF BEGINNING.

This parcel contains 19,089 square feet (0.438 acres) and is subject to any easements existing 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
recording. Buyer shall be entitled to possession of the Property on receipt of the executed Deed.

SECTION 5. Property Taxes. ACHD is exempt from any liability for property taxes on the Property for the current year and a tax proration is not appropriate to this transaction.

SECTION 6. Conveyance "As-Is" without Warranty. The parties hereto agree that ACHD's conveyance of the Property to the Buyer is "as-is" and without warranty of any kind, express or implied.

SECTION 7. Waiver of Defects. The Buyer hereby waives any and all defects concerning the purchase and sale of the Property whether procedural or substantive.

SECTION 8. Remedies for Default. In the event of the failure or neglect by either party in the performance required under this Agreement, the other party shall have all the remedies available under the laws of the state of Idaho for breach of a contract, including the remedy of specific performance.

SECTION 9. Attorneys' Fees. In any action arising under this Agreement, the unsuccessful party therein agrees to reimburse the prevailing party for its reasonable attorneys' fees, expended or incurred in connection therewith and in connection with any appeal, and the same may be included in the judgment.

SECTION 10. Incorporation of Exhibits. It is agreed that all exhibits to this Agreement are incorporated by reference and made a part of the terms, provisions and covenants of this Agreement.

SECTION 11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors.

SECTION 12. Time of Essence. Time is of the essence of this Agreement.

SECTION 13. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire understanding between the parties with respect to this transaction, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement.

SECTION 14. Counterparts. This Agreement shall be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

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(6-23-08)
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 )
EXHIBIT "C"

ADA COUNTY HIGHWAY DISTRICT:

By: __________________________
Title: __________________________

"BUYER"

By: __________________________
Title: __________________________

EXHIBITS

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

EXHIBIT "1"