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, December 4, 2013 meeting

FACTS & FINDINGS:

(1) The subject Surplus Real Property is located at: 7555 W. Hill Road, Boise, Idaho, described on Exhibit “A” and depicted on Exhibit “B”.

On November 6, 2013, the Commission conducted a public hearing and after which adopted Resolution #2022, 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 $94,851.00, 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 November 21, 2013 and November 22, 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, $94,851.00;

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 “C”
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 “D”
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 “E”

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” Depiction
Exhibit “C” Purchase Contract
Exhibit “D” Quitclaim Deed
Exhibit “E” Winning Bid Proposal (if one is received)
EXHIBIT “A”

Legal Description
7555 W. Hill Road, Boise, 83717

A Portion of the Southwest ¼ of the Northeast ¼ of Section 13, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho; more particularly described as follows;

Commencing at the found 1 inch Axle marking the Center of Section 13, from which the found 1 ½ inch Axle marking the North ¼ Corner thereof bears North 00°06’39” East, a distance of 2,639.06 feet;

A. Thence along the North-South Center Line of Section 14, North 00°06’39” East, a distance of 388.45 feet to a found 5/8 inch rebar with cap stamped “JJHWRD2471” marking its intersection with the southerly Right-of-Way of West Hill Road;
B. Thence along said Right-of-Way, South 76°24’23” East, a distance of 420.60 feet to a found ½ inch rebar with stamped “PLS 6552”, the TRUE POINT OF BEGINNING;
C. Thence continuing along the southerly Right-of-Way of West Hill Road, South 76°24’23” East, a distance of 35.07 feet to a found 1” copper disk stamped “FLSI PLS 7612” in a broken concrete Right-of-Way marker;
D. Thence continuing along said Right-of-Way, South 70°05’08” East, a distance of 221.26 feet to a set 5/8 inch rebar with plastic cap stamped “FLSI PLS 7612” marking its intersection with an existing fence as called for in Quit Claim Deed Instrument Number 95022142;
E. Thence South 20°14’17” West, a distance of 88.97 feet to a found Ada County Highway Department Aluminum Cap Monument stamped “ACHD ROW 162=35.60 48.00 LT. 2011 PLS 5617” marking the intersection with the as-monument northerly Right-of-Way of West Hill Road Parkway;
F. Thence along said Right-of-Way North 89°36’04” West, a distance of 239.09 feet to a set 5/8 inch rebar with plastic cap stamped “FLSI PLS 7612”;
G. Thence North 09°31’04” East, a distance of 167.73 feet the TRUE POINT OF BEGINNING.

Containing 31,617 square feet (0.725 acres) more or less.

Subject to existing easements and rights-of-way as any may exist, of record or not of record.
SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (the “Agreement”) is made and entered into this ______ day of ______, 2013, by and between ADA COUNTY HIGHWAY DISTRICT (“ACHD”), a body politic and corporate of the state of Idaho, and ______________________ (“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 ____________ ($______________).

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.

ADA COUNTY HIGHWAY DISTRICT:

By: Bruce S. Wong
Title: Director

EXHIBITS

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

EXHIBIT "1"
QUITCLAIM DEED

THIS INDENTURE, made this __ day of __________, 2013, ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, the "GRANTOR", and _____________________, 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 )

On this _____ day of _____________, in the year 2013, before me, ________________, a Notary Public in and for the state of Idaho, personally appeared Sara M. Baker, known or identified to me to be the President of the Board of Commissioners of the Ada County Highway District, and Bruce S. Wong, known or identified to me to be the Director of the Ada County Highway District, the persons who executed this instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at ________________
My Commission expires: ____________

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

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(5-27-08)
S:\Surplus Properties\7555 Hill Road\Bid Docs\Sale Contract & Sample Quitclaim.Doc