TO: ACHD Board of Commissioners & Bruce S. Wong, Director  
FROM: Lorie Baird, Real Estate Management Specialist, Real Estate Section  
SUBJECT: Formal Offer to Purchase ACHD Owned Surplus Property Located on Franklin Road and 3rd Street in Meridian, parcel #R1042000240  

CONSENT AGENDA item for Board of Commissioners, March 4, 2015 meeting  

Executive Summary:  
ACHD has received a formal offer to purchase the Surplus Property located on Franklin Road and 3rd Street in Meridian. This property was appraised on October 10, 2013 at the amount of $16,000.00. The first offer was in the amount of $10,758.00; we chose to counter offer back at $14,000.00. The buyer agreed to our counter offer.  

Background:  
This property was originally purchased in 2003 for the Franklin Road, Main to Nola Project. On November 6, 2013, the Commission adopted Resolution #2022, declaring the Subject Property to be surplus and directing that the Subject Property be sold to the public. On December 4, 2013, a Sealed Bid Public Auction was held; where no bids were received; therefore, the Commission authorized the sale of the said property at a private sale. On February 5, 2015, we began negotiations with James Fuhrman.  

Alternatives:  
Accept offer, decline offer, advertise more and keep it up for sale or Counter Offer  

Pros/Cons:  
Pro: Will no longer have to maintain this parcel  
Pro: Will be back on the tax rolls  
Cons: Hold property and sell in the future when property values increase  

Recommendations:  
Staff recommends that we accept the offer of $14,000.00
### Exhibits:

- **Exhibit “A”**  
  Proposed Purchase and Sale Agreement
- **Exhibit “B”**  
  Copy of Earnest Money Check
- **Exhibit “C”**  
  Depiction of parcel #R1042000240
SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (the "Agreement") is made and entered into this _19_ day of _Feb._, 2015, by and between ADA COUNTY HIGHWAY DISTRICT ("ACHD"), a body politic and corporate of the state of Idaho, and JAMES FUHRMAN ("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 _March 4, 2015_.
(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 FOURTEEN THOUSAND DOLLARS ($14,000.00).

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. Earnest Money.

5.1 Buyer hereby deposits with ACHD FOUR THOUSAND DOLLARS ($4,000.00) as earnest money in the form of cash or cashier's check drawn on a national bank or state of Idaho chartered bank, and receipt of the same is hereby acknowledged, with the balance of the purchase price to be paid at closing.

5.2 If Buyer defaults in the performance of this Agreement, the earnest money shall be retained by ACHD. If ACHD defaults in the performance of this Agreement, the earnest money shall be returned to Buyer. Nothing in this Section shall prevent either party from pursuing any remedies for default authorized by this Agreement.

SECTION 6. Other Terms and/or Conditions. This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing:

SECTION 7. 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 8. 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 9. Waiver of Defects. The Buyer hereby waives any and all defects concerning the purchase and sale of the Property whether procedural or substantive.

SECTION 10. 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 11. 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 12. 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 13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors.

SECTION 14. Time of Essence. Time is of the essence of this Agreement.
SECTION 15. 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 16. 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: Paul Daigle
Title: Chief of Staff

BUYER

By: James Fuhrman
Title:

EXHIBITS

Exhibit "1" – Deed, with legal description of Property attached.
QUITCLAIM DEED

THIS INDENTURE, made this _____ day of _____________, 2015, ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, the "GRANTOR", and JAMES FUHRMAN, 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:

1950 E. Redwick Ct.
Meridian, ID 83646

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: ______________________________________
   President

Attest:

______________________________
   Director

State of Idaho )

Quitclaim Deed, page 1
(6-2-14)
T3,R1, Sec. 7
R1042000240

) ss.
County of Ada )

On this _____ day of __________, in the year 2015, before me, ____________________________, a Notary Public in and for the state of Idaho, personally appeared Jim D. Hansen, 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 __________________________, Idaho
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.

Quitclaim Deed, page 2
(6-2-14)
• Parcel 3 •
Remnant Parcel Boundary Description

A parcel located in the SE ¼ of the SW ¼ of Section 7, Township 3 North, Range 1 East, Boise Meridian, and being a part of Lots 3, 4 and 5 of Block 5 of BOWN ADDITION (AMENDED) as shown in Book 5 of Plats at Page 215 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monument marking the southwesterly corner of the SW ¼ of said Section 7, from which a brass cap monument marking the southeasterly corner of said SE ¼ of the SW ¼ bears N 89°19'51" E a distance of 2401.71 feet;

Thence N 89°19'51" E along the southerly boundary of said SW ¼ a distance of 1092.64 feet to the southwesterly corner of said SE ¼ of the SW ¼;

Thence leaving said southerly boundary N 0°34'19" E along the westerly boundary of said SE ¼ of the SW ¼ a distance of 42.63 feet to the POINT OF BEGINNING;

Thence continuing N 0°34'19" E a distance of 48.62 feet to a 5/8 inch diameter iron pin;

Thence leaving said westerly boundary N 89°19'16" E a distance of 75.03 feet to a 5/8 inch diameter iron pin;

Thence S 0°29'37" W a distance of 46.96 feet to a 5/8 inch diameter iron pin;

Thence S 88°03'28" W a distance of 75.15 feet to the POINT OF BEGINNING.

This parcel contains 3,586 square feet (0.082 acres) and is subject to any easements existing or in use.

Prepare by: Glenn K. Bennett, PLS
Civil Survey Consultants, Incorporated
September 16, 2011
Remitter: ***JAMES FUHRMAN***

AY
O THE
RDER OF

Four Thousand and 00/100

ASHIER'S CHECK
Memo: R10420000240

DATED TO BE VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

TWO SIGNATURES REQUIRED IF OVER $25,000

EXHIBIT “B”