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 at 7555 W. Hill Road, Boise.

CONSENT AGENDA item for Board of Commissioners, April 8, 2015 meeting

Executive Summary:
ACHD has received a formal offer to purchase the Surplus Property located 7555 W. Hill Road in Boise. This property was appraised on July 10, 2014 at the amount of $100,000.00. The offer was in the amount of $80,000.00; we chose to counter offer back at $90,000.00. The buyer agreed to our counter offer.

We purchased this property for .86 cents per square foot. We would be selling it for $2.85 per square foot.

Background:
This property was originally purchased in 1999 for the Hill Road, Horseshoe Bend Road to Gary Lane 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 March 23, 2015, we began negotiations with the proposed buyer’s agent.

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 $90,000.00
Exhibits:

<table>
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<th>Exhibit</th>
<th>Description</th>
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<tr>
<td>&quot;A&quot;</td>
<td>Proposed Purchase and Sale Agreement</td>
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<tr>
<td>&quot;B&quot;</td>
<td>Copy of Earnest Money Check</td>
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<tr>
<td>&quot;C&quot;</td>
<td>Depiction of 7555 W. Hill Road, Boise</td>
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</table>
SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (the "Agreement") is made and entered into this 26th day of March, 2015, by and between ADA COUNTY HIGHWAY DISTRICT ("ACHD"), a body politic and corporate of the state of Idaho, and JLG-5, LLLP, AND/OR ASSIGNEES ("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 60 days from acceptance of this agreement; June 8, 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 NINTY THOUSAND DOLLARS ($90,000.00).

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 TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) 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:

*Buyer has 60 days from acceptance of this agreement; (until June 8, 2015) to perform inspections. Seller agrees to refund the $2,500.00 earnest money if the inspections are not satisfactory on or before 60 days from acceptance of this agreement. The earnest money is no longer refundable after the said 60 days.

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.

Sale and Purchase Agreement, page 2
(6-2-14)
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

JLG-5, LLLP, AND/OR ASSIGNEES

By: Lloyd W. Glassow
Title: MEMBER

EXHIBITS

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

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(6-2-14)
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 JLG-5, LLLP AND/OR ASSIGNESS, 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:

738 S. Bridgeway Pl. Suite 175
Eagle, Idaho 83616

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)
) ss.
County of Ada 

On this 8th day of April, 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.
PARCEL ‘B’ DESCRIPTION
A PORTION OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 13,
TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO

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 ¼ 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 cap 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-monumented
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.

Fox Land Surveys, Inc.
Timothy J. Fox, President, PLS 7612

END OF DESCRIPTION