February 1, 2016

TO: ACHD Board of Commissioners & Bruce S. Wong, Director

FROM: Lorie Baird, Right-of-Way Agent/ Real Estate Management Specialist Real Estate Section

SUBJECT: Formal Offer to Purchase ACHD Owned Surplus Property Located in Star, Parcel #R8108000105

CONSENT AGENDA ITEM – February 10, 2016 Commission Meeting

FACTS & FINDINGS:

ACHD has received a formal offer to purchase the Surplus Property located in Star, Parcel #R8108000105; approximately .186 acres.(vicinity map attached) This property was appraised in June, 2015 at the amount of $28,000.00. The first offer was in the amount of $24,000.00; we chose to counter offer back at $27,000.00. The buyer then countered back at $26,000.00.

BACKGROUND

This property was originally purchased in 2002 for the Star Road Hwy. 44 to Floating Feather project. On July 9, 2014, the Commission adopted Resolution #2045, declaring the Subject Property to be surplus and directing that the Subject Property be sold to the public. On August 6, 2014 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.

ALTERNATIVES:

Accept offer, decline offer; keep it up for sale and try to get the full appraised value or counter offer

PROS/CONS
Pro: Will no longer have to maintain this parcel
Pro: Will be back on the tax rolls
Con: Hold property and try to sell for the full appraised value

RECOMMENDATIONS

Staff recommends that we accept the offer of $26,000.00

ENCLOSURES:

1. Vicinity Map
2. Proposed Purchase and Sale Agreement
3. Copy of Earnest Money Check
SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (the "Agreement") is made and entered into this __________ day of __________, 2016, by and between ADA COUNTY HIGHWAY DISTRICT ("ACHD"), a body politic and corporate of the state of Idaho, and HUNTER of HOMES, LLC ("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 by February 29, 2016.
(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 TWENTY SIX THOUSAND DOLLARS ($26,000.00).

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 FIVE HUNDRED DOLLARS ($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:

1. Buyer to have 10 business days from acceptance of this contract to conduct due diligence on property; Earnest Money to be non-refundable to the buyer after the 10 business days.

2. Property to be conveyed to the buyer via Quit Claim Deed.

3. Buyer reserves the right to obtain title insurance to be paid by buyer.

4. Parcel number is R8108000105

SECTION 7. No Direct Access to Star Road. The Parties hereto agree that the Subject Property shall have no direct access to Star Road.

SECTION 8. 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 9. 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 10. Waiver of Defects. The Buyer hereby waives any and all defects concerning the purchase and sale of the Property whether procedural or substantive.

SECTION 11. 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 12. 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 13. 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 14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors.

SECTION 15. Time of Essence. Time is of the essence of this Agreement.

SECTION 16. 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 17. 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: ________________________________
Title: ________________________________

HUNTER of HOMES, LLC:

By: ________________________________
Title: ________________________________

EXHIBITS

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

Sale and Purchase Agreement, page 3
(6-2-14)
EXHIBIT “1”

QUITCLAIM DEED

THIS INDENTURE, made this ______ day of ______________, 2016, ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, the "GRANTOR", and HUNTER of HOMES, LLC, 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") [and without any right of direct access to Star Road].

The current address of the GRANTEE is:

509 N. Carswell Way
Star, ID 83669

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

Quitclaim Deed, page 1
(6-2-14)
EXHIBIT “1”

State of Idaho   
County of Ada   

On this ____ day of ___________, in the year 2016 , before me, __________________________, a Notary Public in and for the state of Idaho, personally appeared Kent Goldthorpe, 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)
Legal Description
Star Road – ACHD Remainder Parcel

A parcel being a portion of Lots 21 and 22 of Block 1 of the Second Amended Plat of the Townsite of Star, and being located in the SE ¼ of Section 7, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at a brass cap monument marking the southeast corner of said SE ¼, from which a brass cap monument marking the northeast corner of said SE ¼ bears N 0°31'07" E a distance of 2654.60 feet;

Thence N 0°31'07" E along the easterly boundary of said SE ¼ a distance of 223.00 feet to a point;

Thence leaving said easterly boundary N 89°28'53" W a distance of 39.00 feet to a 5/8 inch diameter iron pin and the POINT OF BEGINNING;

Thence N 89°28'24" W a distance of 106.03 feet to a 5/8 inch diameter iron pin marking the southwest corner of said Lot 21, Block 1 of the Second Amended Plat of the Townsite of Star as shown in Book 3 of Plats on Page 138, records of Ada County, Idaho;

Thence N 0°31'23" E along the westerly boundary of said Lots 21 and 22 a distance of 77.00 feet to a 5/8 inch diameter iron pin marking the northwest corner of said Lot 22;

Thence S 89°28'24" E along the northerly boundary of said Lot 22 a distance of 99.59 feet to a 5/8 inch diameter iron pin;

Thence leaving said northerly boundary S 16°43'45" E along the westerly right-of-way of N. Star Road as described herein a distance of 21.69 feet to a 5/8 inch diameter iron pin;

Thence continuing along said westerly right-of-way S 0°31'07" W along a line being 39.00 feet westerly of and parallel to the easterly boundary of said SE ¼ a distance of 56.29 feet to the POINT OF BEGINNING;

This parcel contains 8,098 square feet (0.186 acres) and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
July 8, 2011

Land Solutions
Land Surveying and Consulting

EXHIBIT A
HUNTER OF HOMES PAYROLL ACCOUNT
JOSEPH AUSTIN
509 N. CARSWELL WAY
STAR, ID 83669

Pay to the order of Ada County Highway District $500.00
Five hundred dollars and 0/100

IDAHO INDEPENDENT BANK
STAR OFFICE
96 SOUTH STAR ROAD
STAR, ID 83669

Memo: 1231037321 100001142 0801