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Sara M. Baker, President  
Rebecca W. Arnold, Vice President  
Jim D. Hansen, Commissioner  
Kent Goldthorpe, Commissioner  
Paul Woods, Commissioner

# **PUBLIC AUCTION SEALED BID PACKET**

**FOR PUBLIC AUCTION SALE OF:**  
**1433 N. Cole Road, Boise, Idaho**

## **PUBLIC AUCTION SEALED BID DATES:**

**Bid Opening:            May 1<sup>st</sup>, 2018**

**Bid Closing:            May 14<sup>th</sup>, 2018**

**Auction:                May 16<sup>th</sup>, 2018**

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.

## SEALED BID PUBLIC AUCTION TERMS AND CONDITIONS

**For: 1433 N. Cole Road, Boise, Idaho**

**This invitation to Bid is subject to, and all bids submitted must be in compliance with the Terms and Conditions, Sample Quitclaim Deed, Sale Contract, Bid Proposal and Acceptance. All of which are attached hereto and by this reference made a part hereof.**

### General Information:

- Auction Location: Ada County Highway District (you may attend, but is not required)  
3775 Adams Street, Garden City, Idaho 83714
- Deliver Bids: To: Ada County Highway District attn: Lorie Baird  
3775 Adams Street, Garden City, Idaho 83714  
**All bids must be turned in no later than 1:00pm on the bid closing date.**
- Bid Deposit: Ten Percent (10%) of the bid amount, due at the time of bid submission. Cashiers, certified check or money orders must be made payable to: Ada County Highway District. No offer will be accepted without a Bid Deposit in the form and amount indicated above. This bid deposit will be returned to each party not approved as the “Buyer”. The deposit will be credited against the Contract amount as to the successful party.
- Terms: All Cash The high bidder shall pay to Ada County Highway District the purchase price by cash or cashier’s check drawn on a national or state of Idaho Chartered bank, at closing, not more than 90 days after the day of the auction.
- Property Inspection: You will be able to view the property anytime.
- Minimum Bid: The minimum bid shall be not less than one hundred percent (100%) of the fair market value of the Surplus Property as determined by ACHD, **\$300,000.00.**
- Proof of Funds: Bidders must provide ACHD with proof of financial ability to pay full purchase price at closing. Acceptable proof of such financial ability shall be: (1) A letter from a financial institute clarifying bidders prequalification to place a bid at no less than the asking Minimum bid; or (2) A cash (or equivalent).

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AS IS: Upon receipt of full payment, ACHD will convey title to the Surplus Property “as-is” without warranty of any kind, by Quitclaim Deed.

Changes to Proposal: No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of ACHD may be required.

I hereby have read, understand and agree to the Terms and Conditions.

\_\_\_\_\_  
BY:

\_\_\_\_\_  
TODAY’S DATE



Sara M. Baker, President  
Rebecca W. Arnold, Vice President  
Jim D. Hansen, Commissioner  
Kent Goldthorpe, Commissioner  
Paul Woods, Commissioner

## SEALED BID PUBLIC AUCTION PROPOSAL

**I HEREBY AGREE TO THE TERMS AND CONDITIONS RELATING TO MY  
PUCHASE.**

Signature of Buyer: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

Telephone #: \_\_\_\_\_ Date: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Property Bidding On: \_\_\_\_\_

Price Offered: \$ \_\_\_\_\_

Deposit Enclosed: \$ \_\_\_\_\_

In case of a tie, bids will be awarded on the first come basis.

**ACHD to complete the following:**

**Date bid received: \_\_\_\_\_**

**Time Bid received: \_\_\_\_\_**

**Received by: \_\_\_\_\_**

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## SUCCESSFUL BIDDER INFORMATION SHEET

Name to go on Documents: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If this is a person or persons please indicate marital status for each. IE: single, husband and wife, Widow.

Note 1: This should be your full legal name including a middle initial if applicable.

Note 2: Real Estate is not like a motor vehicle, you cannot use “or” between a husband and wife name.

If this is a company, please indicate the type of company. ID: Proprietorship, LLC, Corporation, Partnership, Etc. If a corporation, please indicate where the corporation was formed \_\_\_\_\_ and if it has formally been qualified to do business in Idaho  
Yes \_\_\_ No \_\_\_.

Address to go on Documents: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

This is also where tax notices will be mailed, etc.

Contact person's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone#: \_\_\_\_\_

Email Address: \_\_\_\_\_

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## SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 \_\_\_\_\_.
- (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 \_\_\_\_\_ DOLLARS (\$0,000.00).
- 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. 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: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER

\_\_\_\_\_

EXHIBIT

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



QUITCLAIM DEED

THIS INDENTURE, made this \_\_\_ day of \_\_\_\_\_, 2018 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: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Director

State of Idaho        )  
                                  ) ss.  
County of Ada        )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2018 , 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 \_\_\_\_\_, Idaho  
My Commission expires \_\_\_\_\_

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