

Bid Form & Purchase Agreement
West Lot (Tax ID No. R28407010C0)

Addendum A

This Bid Form & Purchase Agreement is revised April 16, 2018 by correcting an error in the **Exhibit "A"** Legal Description on Page 4 of 5. The Legal Description given on the original version was for a different piece of property.

Bid Form & Purchase Agreement

West Lot (Tax ID No. R28407010C0)

1. **Instructions to Bidder.** Those interested in bidding on the purchase of the **West Lot** Property, shall do the following:
 - a. Read this Bid Form & Purchase Agreement (“Agreement”).
 - b. Obtain and read a copy of DSD Director Administrative Decision, Case No. AD2017-78 (Instrument No. 2017-003121, Canyon County Records). A copy is available from the Seller upon request by calling (208) 467-6576.
 - c. Neatly print the required information in the areas marked “to be completed by Buyer” in the Agreement, and sign and date the Agreement.
 - d. Enclose the completed Agreement with the financial security in a sealed envelope, addressed on the outside as follows:

Nampa Highway District No. 1
Attn: **West Lot Bid**
4507 12th Avenue Road
Nampa, Idaho 83686
 - e. Mail or deliver the bid package to the Nampa Highway District No. 1 at the above address no later than 10:30 a.m., Thursday, April 26, 2018. Bids will be publicly opened and read aloud at 10:30 am at that location.
2. **Bid Form & Purchase Agreement.** This Bid Form & Purchase Agreement (“Agreement”), when signed by both Buyer and Seller shall bind both parties to sale of the Property for the Purchase Amount and other conditions as specified herein.
3. **Buyer.** The Buyer is identified as follows: *(to be completed by Buyer)*

Name of Buyer: _____

Authorized Representative: _____

Phone Number: _____

4. **Seller.** The Seller is the Nampa Highway District No. 1, a body corporate and politic of the State of Idaho.

5. **Property.** The Property to be purchased is 0.656 acres, identified as Canyon County Tax Parcel R28407010C0, and described in the **Exhibit “A”** legal description, and is sold with the following restrictions:
 - a. The Seller reserves a permanent easement for maintaining slopes on those portions of the Property described in the **Exhibit “B”** legal description.
 - b. There is no right of access to the Property from Bowmont Rd.; there is a right to one (1) single family residential access from Rolling Hills Ct.

6. **Purchase Amount.** The Buyer shall pay the Seller the following Purchase Amount for the Property, which shall not be less than Ten Thousand Dollars and No Cents (\$10,000.00):
(to be completed by Buyer)

Amount in words: _____ Dollars
 and _____ Cents

Amount in numbers: \$ _____ . _____

7. **Financial Guarantee.** The Buyer shall submit a financial guarantee with this Agreement, in the form of bank check or money order, in the amount of Two Thousand Dollars and No Cents (\$2,000.00), payable to “Nampa Highway District No. 1”. The financial guarantee shall be credited to Buyer at closing, if closing occurs; otherwise it shall be:
 - a. Returned to Buyer, if Seller does not sign this Agreement within ten (10) days of bid date.
 - b. Forfeited to Seller, if Buyer is responsible for failure to close within sixty (60) days of Seller signing the Agreement, in which case this transaction shall otherwise be void.
8. **Administrative Decision.** Buyer acknowledges that it has read the DSD Director Administrative Decision, Case No. AD2017-78 (Instrument No. 2017-003121, Canyon County Records), which addresses development of the Property. Seller makes no claim regarding development of the Property other than said Decision.
9. **Prohibitions.** Seller’s employees and employees’ family members are prohibited from bidding on the sale of this Property.
10. **Closing.** Closing will be facilitated by Pioneer Title Company, Nampa, Idaho. Seller shall deliver a Warranty Deed for the Property to the Buyer at closing, and gives Buyer legal and physical possession of the Property upon closing. Seller shall pay for title insurance. Buyer shall pay recording fees. Buyer and Seller shall evenly share other closing costs. No taxes or assessments are due on the Property.

This AGREEMENT is hereby signed by the Buyer and Seller on the dates indicated below, and becomes effective as specified in paragraph 2 above.

BUYER:

Signature of Buyer's Authorized Representative

Date of Signature

SELLER:

Nampa Highway District No. 1

Eric R. Shannon
District Engineer & Authorized Representative

Date of Signature

Exhibit "A"

LEGAL DESCRIPTION OF PARCEL

A parcel of land located in Government Lot 2 of Section 4, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, being a portion of Parcel "7" described in Deed Instrument No. 200579750, Records of Canyon County, Idaho, more particularly described as follows:

COMMENCING at the northeast corner of said Lot 2, located 10.66 feet Lt. of Project Centerline Station 140+47.78; thence, along the north boundary of said Lot 2,

- A) S.00°27'07"W., 317.93 feet to the north right-of-way of Bowmont Road as described in Exhibit "D" of said Deed Instrument and the beginning of a non-tangent curve; thence, along said centerline,
- B) Westerly along said curve to the right, having a radius of 1909.86 feet, and arc length of 194.95 feet, through a central angle of 5°50'54", and a long chord which bears N.84°13'24"W, 194.86 feet to the **POINT OF BEGINNING** located 30.00 feet Rt. of Rolling Hills Court Centerline Station 502+33.48; thence, continuing
 - 1) Northwesterly along said curve to the right, having a radius of 1909.86 feet, an arc length of 425.58 feet, through a central angle of 12°46'02", and a long chord which bears N. 74°54'56"W., 424.70 feet to the south right-of-way line of Bowmont Road and the beginning of a non-tangent Curve; thence, along said right-of-way,
 - 2) Easterly along said curve to the left, having a radius of 1150.00 feet, an arc length of 174.18 feet, through a central angle of 8°40'41", and a long chord which bears N.80°50'21"E., 174.01 feet; thence, tangent from said curve,
 - 3) N.76°30'00"E., 137.92 feet to the southwest right-of-way of said Rolling Hills Court; thence, along said right-of-way,
 - 4) S.13°30'00"E., 25.82 feet to the beginning of a tangent curve; thence,
 - 5) Southerly along said curve to the left, having a radius of 250.00 feet, an arc length of 179.16 feet, through a central angle of 41°03'37", and a long chord which bears S.34°01'48"E., 175.35 feet to the **POINT OF BEGINNING**.

The parcel described above CONTAINS 28,589 square feet (0.656 Acres).

Parcel limits extend from Bowmont Road Centerline Station 134+22.09 to Rolling Hills Court Centerline Station 502+33.48.

Exhibit “B”

LEGAL DESCRIPTION OF PERMANENT EASEMENT

A parcel of land located in Government Lot 2 of Section 4, Township 1 North, Range 2 West, Boise Meridian, Canyon County, Idaho, being a portion of Parcel “7” described in Deed Instrument No. 200579750, Records of Canyon County, Idaho, more particularly described as follows:

COMMENCING at the northeast corner of said Lot 2 locate 10.66 feet Lt. of Project Centerline Station 140+47.78; thence, along the north line of said Lot 2,

- A) N.89°23'57"W., 188.04 feet; thence,
- B) S.76°30'00"W., 277.84 feet to the beginning of a tangent curve; thence,
- C) Westerly along said curve to the right, having a radius of 1050.00 feet, an arc length of 130.48 feet, through a central angle of 7°07'12", and a long chord which bears S.80°03'36"W., 130.40 feet to the **POINT OF BEGINNING** located 50.00 feet Lt. of Project Centerline Station 134+52.00; thence, continuing,
 - 1) Westerly along said curve to the right, having a radius of 1050.00 feet, an arc length of 189.00 feet, through a central angle of 10°18'48", and a long chord which bears S.88°46'36"W., 188.74 feet; thence, non-tangent from said curve,
 - 2) N.03°56'00"E., 10.00 feet; thence,
 - 3) S.84°56'20"E., 67.95 feet; thence,
 - 4) N.88°33'15"E., 120.04 feet; thence,
 - 5) S.06°22'48"E., 3.00 feet to the **POINT OF BEGINNING**.

The parcel described above CONTAINS 1,306 square feet (0.030 Acres).

Parcel limits extend from Bowmont Road Centerline Station 132+54.00 to 134+52.00.