



West Ada
SCHOOL DISTRICT

**INVITATION FOR BIDS FOR SALE OF SURPLUS
REAL PROPERTY LOCATED AT 3419, 3467, AND
3545 W. FLINT DRIVE, AND 97 N. FISHER PARK
WAY, EAGLE, ADA COUNTY, IDAHO**

DATED: January 27, 2018

BID OPENING: at (Mountain Daylight Time)
LOCATION: DISTRICT SERVICE CENTER
1303 E. CENTRAL DRIVE
MERIDIAN, IDAHO 83642

IMPORTANT NOTICE

- BIDDERS SHOULD READ ALL PAGES, SECTIONS, EXHIBITS, AND ATTACHMENTS OF THIS INVITATION FOR BIDS ("IFB") BEFORE SUBMITTING A BID.
- JOINT SCHOOL DISTRICT NO. 2, DOING BUSINESS AS WEST ADA SCHOOL DISTRICT ("DISTRICT") IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY IFB THAT WAS NOT OBTAINED DIRECTLY FROM THE DISTRICT.
- BIDS MUST BE MADE ON THE BID FORMS CONTAINED IN THIS IFB.
- THE PROPERTY CONSISTS OF FOUR (4) SEPARATE PARCELS BUT IS OFFERED FOR SALE TOGETHER IN ONE (1) TRANSACTION. NO BIDS FOR LESS THAN ALL FOUR (4) PARCELS WILL BE ACCEPTED.
- ALL BIDS MUST INCLUDE A BID DEPOSIT AS DESCRIBED IN THE INSTRUCTIONS TO BIDDERS.
- BID DEPOSITS RECEIVED FROM UNSUCCESSFUL BIDDERS SHALL BE RETURNED, WITHOUT INTEREST, UPON AWARD.
- THE PROPERTY DESCRIBED HEREIN IS OFFERED FOR SALE AND WILL BE SOLD "**AS IS**" AND "**WHERE IS**" WITHOUT REPRESENTATION, WARRANTY, OR GUARANTY AS TO QUANTITY, QUALITY, TITLE, CHARACTER, CONDITION, SIZE, OR KIND, OR THAT THE SAME IS IN CONDITION OR FIT TO BE USED FOR THE PURPOSE FOR WHICH INTENDED, AND NO CLAIM FOR ANY ALLOWANCE OR DEDUCTION UPON SUCH GROUNDS WILL BE CONSIDERED AFTER THE BID OPENING.
- FAILURE TO READ OR COMPLY WITH THE ENCLOSED INSTRUCTIONS AND GENERAL INFORMATION IN NO WAY RELIEVES A BIDDER FROM LIABILITIES ARISING HEREUNDER AND NO BID MAY BE WITHDRAWN AFTER THE TIME OF THE OPENING. ANY BIDDER MAY WITHDRAW HIS/HER/ITS BID EITHER PERSONALLY OR BY WRITTEN REQUEST RECEIVED AT ANY TIME PRIOR TO THE TIME SET FOR THE BID OPENING.

INVITATION FOR BIDS

The Board of Trustees of Joint School District No. 2, Meridian, Idaho, doing business as the West Ada School District (hereinafter the "District"), hereby announces that sealed bids will be received for the Sale four (4) parcels of surplus real property consisting of a total of 3.88 acres, more or less, which are located at 3419, 3467, and 3545 W. Flint Drive, and 97 N. Fisher Park Way, Eagle, Ada County, Idaho, which are more particularly described in the following Schedule (collectively the "Property").

Sealed bids will be accepted at the District Service Center, 1303 E. Central Drive, Meridian, ID 83642, until at Mountain Daylight Time. All properly submitted bids will be opened and read aloud immediately following the above date and time. All bidders and other interested parties are invited to attend the bid opening and reading.

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including (1) the Schedule portion thereof; (2) the Instructions to Bidders; (3) the Special Terms of Sale; (4) the General Terms of Sale; (5) the provisions of the Bid Form; and (6) and all Exhibits and attachments to all of the above, including but not limited to, the Special Warranty Deed form, all of which are attached to this Invitation for Bids and by this reference made a part thereof (all collectively referred to herein as the "IFB").

The minimum bid for the Property is Five Million Seven Hundred Thousand Dollars (\$5,700,000.00), net to District, excluding the amount of any commission which may be payable by the District to a licensed real estate broker as authorized by this IFB.

The property referred to herein may be inspected at any time during daylight hours.

The Property is being offered for sale "As Is" and "Where Is" without representation, warranty, or guaranty. Prospective bidders are invited, encouraged, and cautioned to inspect the Property prior to submitting a sealed bid. The failure of any bidder to make such inspection will not constitute grounds for any claim or demand for adjustment or withdrawal of bid after the date and time for bid opening set forth above.

SCHEDULE

1. Location of Property. The real property subject to this sale is located at 3419, 3467, and 3545 W. Flint Drive, and 97 N. Fisher Park Way, Eagle, Ada County, Idaho.
2. Description: The Property consists of four (4) separate parcels comprising 3.88 acres, more or less, located in Eagle Idaho, which currently are used for a school and two (2) vacant commercial pad sites. The Ada County Assessor identifies the Property as Assessor Parcel Numbers R0525790110, R0525790100, R0525790080, and R0525790072.
3. The Offering. A legal description for the Property is attached hereto as Exhibit "A" and is incorporated in full by this reference as if set forth in full herein. The Property is offered for sale as one (1) unit. No bids for individual portions of the Property will be accepted.
4. Diagram of Property. A general diagram of the Property is attached hereto as Exhibit "B". Neither the District nor its agents makes any representations or warranties regarding the accuracy of the attached diagram, and prospective bidders are urged to make their own inspection the Property before submitting a sealed bid.
5. Title. Although District makes no representations or warranties regarding the condition of the title to the property except as shall expressly set forth in the ultimate deed of conveyance, attached hereto as Exhibit "C" is a copy of an ALTA Commitment for Title Insurance dated October 19, 2017 obtained from Pioneer Title Company of Ada County ("PTC") at the District's request. The District will not provide or pay for title insurance in the event a bid is accepted; however, the successful bidder is advised to obtain any title evidence/insurance which may be desired by the successful bidder at its own expense. The attached Commitment and supporting documentation is provided for informational purposes only, and the successful bidder should contact PTC if it is interested in purchasing insurance for the matters set forth therein.
6. Exceptions to Title. This sale is made and the conveyance of the hereinabove described Property shall be made subject to the following outstanding interests and exceptions which shall be set forth in the final instrument of conveyance, to the extent the same are valid and subsisting and affect the Property:
 - a) Rights or claims of parties in possession not shown by the public records.
 - b) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
 - c) Easements, or claims of easements, not shown by the public records.
 - d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

- e) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- f) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.
- g) Said real property is presently assessed as exempt from taxation. Any change in the status thereof either in ownership or otherwise, shall cause a re-assessment of said premises as more fully set forth in section 63- 602Y of the Idaho Code.
Parcel No.: 05-71 [R0525790072](#)
Parcel No.: 05-71 [R0525790080](#)
Parcel No.: 05-71 [R0525790100](#)
Parcel No.: 05-71 [R0525790110](#)
- h) Real property taxes which may be assessed, levied and extended on any subsequent and/or occupancy roll with respect to improvements completed during the year which escaped assessment on the regular assessment roll, which are not yet due and payable.
- i) Liens, fees and charges for trash services as provided by Ada County Ordinance No. 467 amending Title 5, Chapter 2, Section 4, of Ada County Code.
Ada County Billing Service
Ph: (208) 287-6800
- j) Sewer charges and special assessments, if any, for the City of Eagle.
Fax: (208) 489-8767
- k) Liens, levies and assessments of the following sewer district.
District: Eagle Sewer District
- l) Liens and assessments of the following district and the rights and powers thereof as provided by law.
District: Ballentyne Ditch
Ph: (208) 939-0400
- m) Development Agreement upon the terms, conditions and provisions contained therein: Between: The City of Eagle and Parkhampton, LLC
Dated: January 7, 2005
Recorded: January 20, 2005
Instrument No.: [105007541](#)
- Addendum/amendment to said Agreement Recorded:
December 8,
2008
Instrument No.: [108130290](#)

Addendum/amendment to said Agreement Recorded:

January 26,
2012
Instrument No.: [112007678](#)

Addendum/amendment to said Agreement Recorded: August 6, 2013
Instrument No.: [113089275](#)

Addendum/amendment to said Agreement Recorded: August 6, 2013
Instrument No.: [113089276](#)

Addendum/amendment to said Agreement Recorded: March 23, 2016
Instrument No.: [2016-023970](#)

- n) Real Property Development Agreement upon the terms, conditions and provisions contained therein: Between: Kenneth Cenell and Mary Cenell, husband and wife, dba Rivendell Music Academy and John Wood, or assigns
Dated: July 14, 2005
Recorded: October 26, 2005
Instrument No.: [105161055](#)

Modifications recorded August 6, 2013 as Instruments Numbered [113089275](#) and [113089276](#)

Assignment of Interest
Recorded: July 2, 2007
Instrument No.: [107094690](#)

- o) An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: United Water Idaho, Inc.
Recorded: October 19, 2007
Instrument No.: [107143550](#)
- p) License Agreement upon the terms, conditions and provisions contained therein: Between: Ballentyne Ditch Company and Eagle Island Crossing, LLC Dated: March 4, 2008
Recorded: March 4, 2008
Instrument No.: [108025548](#)
- q) An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein

In Favor of: Ada County
Highway District Recorded:
March 27, 2008
Instrument No.: [108034760](#)

- r) An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein

In Favor of: Ada County
Highway District Recorded: April
3, 2008
Instrument No.: [108038588](#)
ReRecorded: August 22, 2008
Instrument No.: [108095740](#)

- s) Covenants, conditions, restrictions and easements as set forth on the plat.

Name of Plat: Arts West Subdivision
Book/Page: [102/13506-13510](#)

- t) Covenants, Conditions, Restrictions, Reservations, and

Easements Dated: December 1, 2014
Executed by: Eagle Island Crossing, LLC, an Idaho limited liability company, Gardner
EIC, LLC, an Idaho limited liability company and Arts West Owners Association, Inc., an Idaho
corporation
Recorded: December 2, 2014
Instrument No.: [2014-097434](#)
Re-Recorded: December 3, 2014
Instrument No.: [2014-097786](#)
Deleting or omitting any covenant, condition or restriction indicating a preference, limitation
or discrimination based on race, color, religion, sex, handicap, familial status, or national
origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

NOTE: Said Covenants replace and supersede Instruments numbered [108098908](#), [109042613](#) and
[109079522](#).

Amendment to said
covenants Recorded: May
31, 2016
Instrument No.: [2016-047121](#)

- u) Liens, dues and/or assessments owing the association herein named which may have
heretofore attached pursuant to the terms and provisions of covenants, conditions and
restrictions imposed upon said premises. Association: Arts West Owners Association, Inc.

- v) Letter from Central District Health Department upon the terms and
provisions thereof Dated: March 27, 2008
Recorded: January 29, 2009
Instrument No.: [109009805](#)

- w) Matters disclosed by Record of Survey
No.: 9881
Recorded: August 9, 2014

Instrument No.: [2014-067109](#)

7. Environmental Assessment of Property. Although District makes no representations or warranties regarding the condition of the Property, attached hereto as Exhibit "D" is a copy of a Phase I Environmental Site Assessment of the Property, dated August 17, 2015 ("Phase I"), which was previously obtained by the District from Summit Environmental, Inc.

8. The Property is conveyed "**AS IS**" and "**WHERE IS**" without any representation or warranty on the part of the District to make any alterations, repairs or additions. The successful bidder, for himself/herself/itself and his/her/its successors and assigns, further acknowledges that the District has made no representations or warranty concerning the condition and state of repair of the Property nor has the District made any other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein.

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INSTRUCTIONS TO BIDDERS – SEALED BID

1. Bid Form.

a. Bids must be submitted on the Bid Form accompanying this IFB, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. Telegraphic bids will not be accepted or considered.

b. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.

c. All bids must be typewritten or completed in ink. Bids submitted in pencil are not acceptable.

d. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.

e. In submitting a bid, only return the Bid Form, the bidder's required bid deposit, and any documentation specifically required by the terms of the Bid Form or this IFB. Retain the remainder of this IFB, including one copy of the Bid Form, for your records.

2. Conflict of Interest. All bidders must disclose - with their bid - the name of any partner, shareholder, member, officer, director, employee, or agent of the bidder who is also an employee of the District. Further all bidders must disclose the name of any District employee who owns, directly or indirectly, an interest of five percent (5%) or more in bidder's business or entity.

3. Bid Envelopes. Envelopes containing bids must be sealed and clearly marked on the outside "SEALED BID DO NOT OPEN." A cutout label for this purpose is attached hereto as Exhibit "E", and bidders are urged to utilize this label. Bids submitted via U.S. Mail or via other express or overnight courier service must be mailed/shipped in a separate, sealed inner envelope identified as above and enclosed within an outer envelope or the carrier's shipping container. **No responsibility will attach to the District or any District employee or agent for the premature-opening of, post-opening of, or the failure to open a bid not properly addressed and identified.** All bids must be submitted on the enclosed forms, signed by a legal officer of the company, with company name, date, etc., and labeled as above, otherwise bid is subject to discard.

4. Bid Executed on Behalf of Bidder. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of a Power of Attorney or other evidence of the signer's authority to act on behalf of the bidder.

a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal (if any) by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal (if any), to be true copies.

b. Partnership. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the District will not ordinarily require any further

proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the District, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

c. **Limited Liability Company.** If the bidder is a limited liability company (“LLC”), and all members sign the bid, with a notation that they are all of the members of the LLC, the District will not ordinarily require any further proof of the existence of the LLC. If the bid is signed by a manager of the LLC, or if all the members do not sign the bid, then the names of all of the LLC’s members must be furnished on the bid and the District, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the LLC.

5. **Bid Deposit.** Each bid must be accompanied by a bid deposit of not less than five percent (5%) of the amount bid. Such bid deposit must be in the form of a cashier’s check, certified check, or teller’s check (drawn on a bank with a branch in Ada County, Idaho) payable to the order of “Joint School District No. 2 or (Name of Bidder)”. This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. Checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.

a. Failure to so provide such bid deposit shall require rejection of the bid.

b. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in the IFB.

c. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder’s obligation to the District. Bid deposits accompanying bids which are rejected will be returned to bidders, without interest, within five (5) working days after award of the bid by the District’s Board of Trustees.

d. Bid deposits received from the two highest bidders may be held as stipulated in Paragraph 6, Backup Bidder, below.

6. **Backup Bidder.** The second-highest bidder will be the backup bidder. If the highest Bidder is unable to consummate the transaction, the second-highest Bidder may then be considered for award. The backup bidder’s deposit may be retained, without interest, by the District for this purpose. The bid deposit of the backup bidder shall be returned immediately after consummation of the transaction with the high bidder.

7. **Bids to be Opened at Specified Time.** It shall be the duty of each bidder to see that the bid is received within the time and at the place prescribed in this IFB. Bids (including modifications) received prior to the time fixed in this IFB for the opening of bids will be securely kept unopened. No bid, modification or withdrawal, received after the time fixed in this IFB for the opening of bids will be considered. After the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested who may be present either in person or by a representative.

8. **Bid Results.** Preliminary bid tabulations will be made available to any interested party attending the bid opening. The Board Trustees holds regular meetings generally on

the third Tuesday of each month. In accordance with District procedures, all bid recommendations are presented for Board action at the next regularly scheduled meeting. The results are made available at the District's Service Center and on the District web site the following day; however, individual bid recommendations will not be given over the telephone or via fax due to the length of time involved. Bidders are encouraged to review the bid tabulation/recommendation postings during normal working hours in the District Service Center. It shall be the responsibility of the interested party to ascertain the actual date of posting and/or District Board of Trustee meeting for the specific bid of interest.

9. Bids Submitted become Public Record. All bids received shall become public record upon approval of award recommendation by the District's Board of Trustees or ten (10) days after opening date, whichever occurs first.

10. District's Reservation of Rights. The District reserves the right to disregard all non-conforming, non-responsive, or conditional bids, to waive any minor informality or irregularity (errors/omissions), to reject all bids, or to accept the bid or bids it deems to be in the best public interest. Awards shall be made to the highest responsible bidder in the opinion of and at the discretion of the District's Board of Trustees. The decision of the District's Board of Trustees shall be final and conclusive.

11. Acceptable Bid. A bid received from a responsible bidder, in a net amount (after deducting any Broker's commission payable by the District pursuant to Paragraph 2 of the Special Terms of Sale, below, if any) not less than the minimum bid, whose bid, conforming to this IFB, will be most advantageous to the District, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects to the District, the selection will be made by a drawing by lot limited to such equal bids.

12. Notice of Acceptance or Rejection. Notice by the District of acceptance or rejection of a bid shall be deemed to have been sufficiently given when either personally provided to the bidder, or when telegraphed or mailed to the bidder or bidder's duly authorized representative at the address indicated in the bid. The District's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The District reserves the right to reject any or all bids or portions thereof.

13. No Oral Modifications. The District shall not be responsible for oral interpretations given by District's employees, representatives, or others. The issuance of a written addendum is the only official method whereby interpretations, clarification or additional information can be given that would change the terms and conditions of the IFB. If any addenda are issued to this IFB, a good faith attempt will be made to deliver a copy of each to all prospective bidders who were provided the IFB. However, prior to submitting the bid, it shall be the sole responsibility of each bidder to contact the office of the District's Purchasing Agent, Mike Carrithers, at (208) 350-5003, to determine if addenda were issued and, if so, to obtain such addenda for attachment to the bid. Should any questions arise concerning this IFB, Please contact the District's Purchasing Agent's office located at 1303 E. Central Drive, Meridian, Idaho, or call (208) 350-5003.

14. Protests. All bidders are cautioned that strict guidelines and timetables must be following in order to file an official protest on specifications or the award of bids. A copy of Board Policy is posted in the office of Mike Carrithers for review, and copies may also be obtained upon request. Failure to adhere to Board Policy, or failure to file a protest within the time prescribed, shall constitute a waiver of bidder's right to protest.

15. Incorporation by Reference. All terms, specifications and instructions set forth in this IFB are incorporated by this reference into all bids received.

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SPECIAL TERMS OF SALE

1. Minimum Bid. The District's Board of Trustees has established a minimum bid for the Property in the amount of Five Million Seven Hundred Thousand Dollars (\$5,700,000.00), net to District, excluding the amount of any commission payable by the District as allowable pursuant the provisions of Paragraph 2, below.

2. Commission to Broker. To encourage efforts to market this sale of the Property via sealed bids, if a bidder is introduced to this offering pursuant to a signed agency representation agreement between the bidder and a licensed real estate broker ("Broker"), upon bidder's compliance with the applicable terms of the IFB and the consummation of the sale of the Property to the successful bidder who was so represented, the District agrees to pay a real estate commission to the successful bidder's Broker in an amount equal to one percent (1%) of the total amount of the successful bidder's bid. The District shall have no obligation to pay a commission to a Broker representing the successful bidder unless: (i) the name and address of the Broker is identified in the Bid Form submitted by the successful bidder; (ii) a copy of the agency representation agreement signed by both the bidder and the Broker is included in the envelope containing the bidder's bid; and (iii) the successful bidder shall complete the Sale of the Property from District in compliance with the terms of the IFB. Other than the District's agreement to pay a commission to a Broker as specifically set forth herein, by the submission of a bid, each bidder indemnifies and holds the District harmless from and against any and all claims for brokerage or real estate commissions made by any person claiming though the bidder.

3. Sale Subject to Short-Term Lease between Successful Bidder and District. As a condition to the Sale of the Property, at the time of Sale, the successful bidder shall enter into a short-term lease with the District (the "Short-Term Lease") for the portion of the Property located at 3419, 3467, and 3545 W. Flint Drive, Ada County Assessor's Parcel Nos. R0525790110, R0525790100 and R0525790080, (hereinafter collectively the "Leased Parcels"). The Short-Term Lease shall include the following provisions: (a) The District has the right to the use and occupancy of the Leased Parcels for a period not to exceed eighteen (18) months from the date of the closing of the successful bidders Sale of the Property; (b) The District shall pay rent to the successful bidder at the rate of \$24,933.33 per month; (c) In addition to rent, the District shall also pay all utilities, real estate taxes, building insurance and maintenance arising out of the Leased Premises; and (d) Shall include such other terms and conditions as typically contained in commercial lease agreements for property located in Ada County, Idaho.

4. Possession of Property. The successful bidder shall be entitled to possession of the portion of the Property located at 97 N. Fisher Park Way (Ada County Assessor's Parcel No. R0525790072) immediately subsequent to the closing of successful bidder's Sale of the Property. Possession of the remainder of the Property located at 3419, 3467, and 3545 W. Flint Drive (Ada County Assessor's Parcel Nos. R0525790110, R0525790100 and R0525790080, respectively) shall remain with the District until the

expiration of the Short-Term Lease at which time the District shall deliver possession of same to the successful bidder.

5. Sale Excludes District's Personal Property and Equipment. The Property specifically excludes all of the District's personal property and equipment located on the Property, including but not limited to, the two (2) portable buildings currently located on the portion of the Property at 3534 W. Flint Drive. The District shall remove all personal property (including the above-described portable buildings) from the Property at District's sole expense at the time of the expiration or other termination of the Short-Term Lease.

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GENERAL TERMS OF SALE

1. TERM - "INVITATION FOR BIDS". The term "Invitation for Bids" and/or "IFB" as used herein refers to the foregoing IFB and its Schedule, the Instructions to Bidders, the General Terms of Sale, the Special Terms of Sale, the Bid Form, and all Exhibits and attachments to all of the above, all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the IFB for the opening of bids.
2. DESCRIPTIONS IN INVITATION FOR BIDS. The descriptions of the Property set forth in the IFB and any other information provided therein or attached thereto with respect to said Property are based on information available to the District and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the District and/or its agents or attorneys shall not constitute grounds or reason for non-performance of the contract for the Sale of the Property resulting from the terms of the IFB, or claim by Saler for allowance, refund, return of bid deposit, or deduction from the Sale price.
3. INSPECTION. Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening. Bidders are urged to contact the office of the District's Purchasing Agent, Mike Carrithers, at (208) 350-5003, to establish a time to inspect the interior of permanent buildings located on the Property.
4. CONDITION OF PROPERTY. The Property is offered for sale and will be sold "**AS IS**" and "**WHERE IS**" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening.
5. ZONING. Verification of the present zoning of the Property and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use, shall be the responsibility of the bidder and the District makes no representation in regard thereto. The District does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not constitute grounds or reason for non-performance of the contract for the Sale of the Property resulting from the terms of the IFB, or claim by Saler for allowance, refund, return of bid deposit, or deduction from the Sale price. For specific zoning information, contact the City of Eagle Planning and Zoning Department at 208-938-3854.
6. REVOCATION OF BID AND DEFAULT. In the event of revocation of a bid after the opening of bids but prior to acceptance, or in the event of revocation of a bid after acceptance, or in the event of any default by the successful bidder in the performance of

the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the bid deposit shall be forfeited at the option of the District, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit, the District may avail itself of any legal or equitable rights which it may have under the laws of the State of Idaho.

7. DISTRICT LIABILITY. If this IFB is accepted by the District and: (1) District fails for any reason to perform its obligations as set forth herein; or (2) Title to the Property does not transfer or vest in the successful bidder for any reason (other than as a result of the action or inaction of the successful bidder) although the successful bidder is ready, willing, and able to close, the District shall promptly refund to the successful bidder the amount of the successful bidder's bid deposit, without interest, whereupon District shall have no further liability to the successful bidder.

8. TITLE EVIDENCE. Any title evidence which may be desired by the successful bidder will be procured by the successful bidder at his/her/its sole cost and expense. It is understood that the District will not be obligated to pay for any expense incurred in connection with title matters, survey, or environmental assessment of the property.

9. CONVEYANCE OF PROPERTY. If a bid for the Sale of the Property is accepted, the Property will be conveyed by a Special Warranty Deed in the form attached hereto as Exhibit "F".

10. CLOSING. If a bid for the Sale of the Property is accepted, the closing of the sale if the Property to the successful bidder contemplated hereby ("Closing") shall take place at a date mutually acceptable to the District and successful bidder which shall be not more than twenty (20) business days after the date of the District's Board of Trustee's acceptance of the bid (the "Closing Date"), at the office of Pioneer Title Company of Ada County, located at 8151 W. Rifleman Street, Boise, Idaho 83704 ("Escrowee"). The closing agent shall be Sue Rich Merritt, or her designee, and the District and the successful bidder shall each pay one-half (1/2) of the closing agent's fee at Closing.

11. SUCCESSFUL BIDDER'S DEPOSITS WITH ESCROWEE. On the Closing Date, the successful bidder shall deliver the following to the Escrowee: (i) cash or certified funds in an amount of the balance of the Sale price together with an amount sufficient to meet all of successful bidder's other obligations hereunder; (ii) Saler's closing statement approved by the successful bidder; and (iii) such other documents as the Escrowee or the District or its attorneys may reasonably require in order to effectuate or further evidence the intent of any provision of the IFB.

12. DISTRICT'S DEPOSITS WITH ESCROWEE. On the Closing Date, the District shall deliver the following to the Escrowee: (i) Special Warranty Deed executed by the District substantially similar to the Special Warranty Deed attached hereto as Exhibit "F" which is incorporated by this reference; (ii) District approved closing statement; and (iii) such other documents as the Escrowee may reasonably require in order to effectuate or further evidence the intent of any provision of the IFB.

13. TAXES AND OTHER PRORATED ITEMS. Taxes and assessments, if any, which are owing at the time of the Closing Date shall be prorated and adjusted as of the Closing Date in accordance with the due basis of the municipality or taxing unit in which the Property is located. Any interest, rents, and/or water assessments shall be prorated and adjusted as of the Closing Date.

14. CONTRACT. The IFB, and the bid when accepted by the District, shall constitute an agreement for the Sale and sale of the Property between the successful bidder and the District. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of the IFB; nor shall all or any part of the successful bidder's interest therein, be transferred or assigned by the successful bidder without consent of the District, and any assignment transaction without such consent shall be void.

15. SURVIVAL. The terms, provisions, and covenants (to the extent applicable) and indemnities in the IFB shall survive the Closing and delivery of the Special Warranty Deed, and this IFB shall not be merged therein, but shall remain binding upon the District and the successful bidder until fully observed, kept or performed.

16. COURT VENUE. Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Ada County, State of Idaho. The laws of the State of Idaho shall govern this transaction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

PARCEL A:

Lots 8, 10 and 11 in Block 1 of Arts West Subdivision, according to the plat thereof, filed in Book 102 of Plats at Pages 13506 through 13510, Records of Ada County, Idaho.

PARCEL B:

A parcel of land being all of Lot 7, Block 1 of Arts West Subdivision on file in Book 102 of plats at Pages 13506 through 13510 in the Office of the Recorder, Ada County, Idaho and located in the NE1/4 of the SE1/4, Section 12, Township 4 North, Range 1 West, Boise Meridian, EXCEPTING the West 52.11 feet of said Lot 7, more particularly described as follows:

Commencing at a 1/2 inch diameter iron pin marking the South corner common to Lot 6 and said Lot 7, Block 1, said corner bears N.89°14'26"E., a distance of 294.14 feet from a 1/2 inch diameter iron pin marking the Southwest corner of Lot 5, Block 1;

Thence along the South boundary of said Lot 7, N.89°14'26"E. a distance of 52.11 feet to a 1/2 inch diameter iron pin marking the POINT OF BEGINNING;

Thence leaving said South boundary and along a line that lies 52.11 feet East of and parallel with the West boundary of said Lot 7, N.00°45'34"W., a distance of 180.51 feet to a 1/2 inch diameter iron pin on the North boundary of said Lot 7;

Thence along the North, East and South boundaries of said Lot 7 the following courses and distances:

Thence N.88°52'40"E., a distance of 226.01 feet to a 1/2 inch diameter iron pin marking the beginning of a non-tangent curve right having a radius of 54.50 feet;

Thence a distance of 37.66 feet along the arc of said curve, through a central angle of 39°35'49", the long chord of which bears S.43°45'18"W., a distance of 36.92 feet to a 1/2 inch diameter iron pin marking the beginning of a tangent reverse curve left having a radius of 65.00 feet;

Thence a distance of 64.81 feet along the arc of said curve, through a central angle of 57°07'49", the long chord of which bears S.34°59' 17"W., a distance of 62.16 feet to a 1/2 inch diameter iron pin marking the beginning of a tangent reverse curve right having a radius of 55.00 feet;

Thence a distance of 48.38 feet along the arc of said curve, through a central angle of 50°23'40", the long chord of which bears S.31°37'13"W., a distance of 46.83 feet to a 112 inch diameter iron pin;

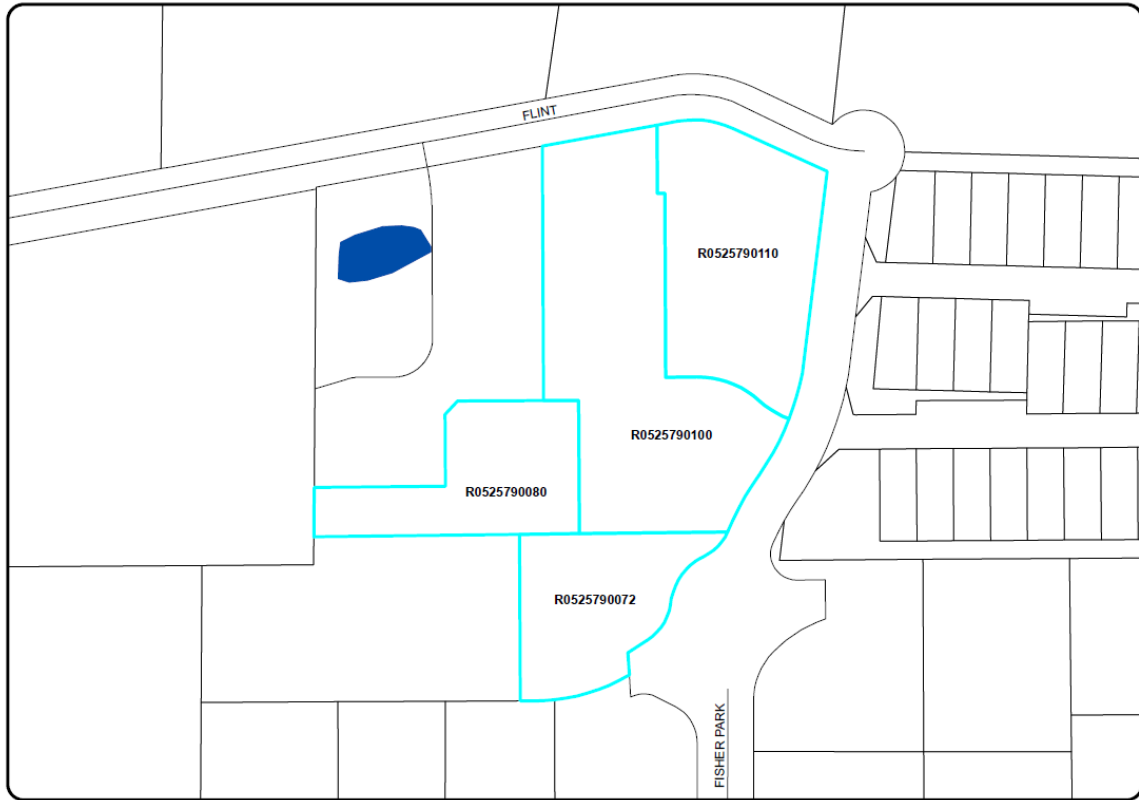
Thence tangent to said curve, S.56°49'03"W., a distance of 25.92 feet to a 1/2 inch diameter iron pin;

Thence S.04°22'48"E., a distance of 24.38 feet to a 5/8 inch diameter iron pin marking the beginning of a non- tangent curve right having a radius of 200.00 feet;

Thence a distance of 105.89 feet along the arc of said curve, through a central angle of 30°20'08", the long chord of which bears S.74°04'22"W., a distance of 104.65 feet to a 1/2 inch diameter iron pin;

Thence tangent to said curve S.89°14'26"W., a distance of 17.37 feet to the POINT OF BEGINNING.

EXHIBIT "B" DIAGRAM OF PROPERTY



This Map and data displayed is a graphic representation derived from the Ada County Geographic Information System (GIS) data. It was designed and intended for staff use only. It is not guaranteed survey accuracy.

This map is based on information available and was compiled from numerous sources which may not be accurate. Users are to field verify this information. Ada County and Single Point Solutions, Inc are not liable for errors or omissions resulting from the use of this product for any purpose.



EXHIBIT "C"

COPY OF TITLE COMMITMENT ISSUED BY PTC DATED 10/19/17

EXHIBIT "D"

**PHASE I ENVIRONMENTAL ASSESSMENT
PREVIOUSLY PERFORMED BY SUMMIT ENVIRONMENTAL, INC.
DATED 8/17/15**

EXHIBIT "E"

SEALED BID LABEL – CUT OUT

Cut this label along the outer border and affix it to your sealed bid envelope to identify it as a "SEALED BID". Affix a return address label for your company to your bid envelope.

SEALED BID DO NOT OPEN

BID FOR SALE OF SURPLUS REAL PROPERTY

Due 2/20/18 @ 10:00 A.M.

Deliver to:

**WEST ADA SCHOOL DISTRICT
ATTN: PURCHASING DEPARTMENT
1303 E. CENTRAL DRIVE
MERIDIAN, ID 83642-7991**

EXHIBIT "F"

SPECIAL WARRANTY DEED FORM

After recording return to:

SPECIAL WARRANTY DEED

For the consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Joint School District No. 2, an Idaho school district and body corporate and politic of the State of Idaho ("Grantor"), conveys and specially warrants to _____, ("Grantee"), whose address is _____, and _____ [his, her, its] successors and assigns forever the following described real property:

See legal description attached hereto as Exhibit "A" which is incorporated herein by this reference.

SUBJECT TO those matters set forth on Exhibit "B" attached hereto and incorporated herein by this reference (collectively the "Permitted Exceptions").

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from encumbrances created or suffered by the Grantor, excepting the Permitted Exceptions, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims of or through Grantor, but none other.

IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING SOLD AND CONVEYED BY GRANTOR TO GRANTEE AND ACCEPTED BY GRANTEE "AS-IS AND WHERE-IS" AND WITH ALL FAULTS AND THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NO LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH HEREIN), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL

CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY, AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE SALER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN PURCHASING THE PROPERTY. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMED NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND HAS RELIED UPON THE SAME. GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE AGENT, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE SALE PRICE FOR THE PROPERTY.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this _____ day of _____, 2018.

JOINT SCHOOL DISTRICT NO. 2

By: _____
Its: _____

EXHIBIT "A" TO SPECIAL WARRANTY DEED

PARCEL A:

Lots 8, 10 and 11 in Block 1 of Arts West Subdivision, according to the plat thereof, filed in Book 102 of Plats at Pages 13506 through 13510, Records of Ada County, Idaho.

PARCEL B:

A parcel of land being all of Lot 7, Block 1 of Arts West Subdivision on file in Book 102 of plats at Pages 13506 through 13510 in the Office of the Recorder, Ada County, Idaho and located in the NE1/4 of the SE1/4, Section 12, Township 4 North, Range 1 West, Boise Meridian, EXCEPTING the West 52.11 feet of said Lot 7, more particularly described as follows:

Commencing at a 1/2 inch diameter iron pin marking the South corner common to Lot 6 and said Lot 7, Block 1, said corner bears N.89°14'26"E., a distance of 294.14 feet from a 1/2 inch diameter iron pin marking the Southwest corner of Lot 5, Block 1;

Thence along the South boundary of said Lot 7, N.89°14'26"E. a distance of 52.11 feet to a 1/2 inch diameter iron pin marking the POINT OF BEGINNING;

Thence leaving said South boundary and along a line that lies 52.11 feet East of and parallel with the West boundary of said Lot 7, N.00°45'34"W., a distance of 180.51 feet to a 1/2 inch diameter iron pin on the North boundary of said Lot 7;

Thence along the North, East and South boundaries of said Lot 7 the following courses and distances:

Thence N.88°52'40"E., a distance of 226.01 feet to a 1/2 inch diameter iron pin marking the beginning of a non-tangent curve right having a radius of 54.50 feet;

Thence a distance of 37.66 feet along the arc of said curve, through a central angle of 39°35'49", the long chord of which bears S.43°45'18"W., a distance of 36.92 feet to a 1/2 inch diameter iron pin marking the beginning of a tangent reverse curve left having a radius of 65.00 feet;

Thence a distance of 64.81 feet along the arc of said curve, through a central angle of 57°07'49", the long chord of which bears S.34°59' 17"W., a distance of 62.16 feet to a 1/2 inch diameter iron pin marking the beginning of a tangent reverse curve right having a radius of 55.00 feet;

Thence a distance of 48.38 feet along the arc of said curve, through a central angle of 50°23'40", the long chord of which bears S.31°37'13"W., a distance of 46.83 feet to a 1 1/2 inch diameter iron pin;

Thence tangent to said curve, S.56°49'03"W., a distance of 25.92 feet to a 1/2 inch diameter iron pin;

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Thence tangent to said curve S.89°14'26"W., a distance of 17.37 feet to the POINT OF BEGINNING.

EXHIBIT "B" TO SPECIAL WARRANTY DEED

Permitted Exceptions

- 1) Rights or claims of parties in possession not shown by the public records.
- 2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
- 3) Easements, or claims of easements, not shown by the public records.
- 4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.
- 7) Said real property is presently assessed as exempt from taxation. Any change in the status thereof either in ownership or otherwise, shall cause a re-assessment of said premises as more fully set forth in section 63- 602Y of the Idaho Code.
Parcel No.: 05-71 [R0525790072](#)
Parcel No.: 05-71 [R0525790080](#)
Parcel No.: 05-71 [R0525790100](#)
Parcel No.: 05-71 [R0525790110](#)
- 8) Real property taxes which may be assessed, levied and extended on any subsequent and/or occupancy roll with respect to improvements completed during the year which escaped assessment on the regular assessment roll, which are not yet due and payable.
- 9) Liens, fees and charges for trash services as provided by Ada County Ordinance No. 467 amending Title 5, Chapter 2, Section 4, of Ada County Code.
Ada County Billing Service
Ph: (208) 287-6800
- 10) Sewer charges and special assessments, if any, for the City of Eagle.
Fax: (208) 489-8767
- 11) Liens, levies and assessments of the following sewer district.
District: Eagle Sewer District
- 12) Liens and assessments of the following district and the rights and powers thereof as provided by law.
District: Ballentyne Ditch
Ph: (208) 939-0400

13) Development Agreement upon the terms, conditions and provisions contained therein: Between: The City of Eagle and Parkhampton, LLC
Dated: January 7, 2005
Recorded: January 20, 2005
Instrument No.: [105007541](#)

Addendum/amendment to said Agreement
Recorded: December 8, 2008
Instrument No.: [108130290](#)

Addendum/amendment to said Agreement
Recorded: January 26, 2012
Instrument No.: [112007678](#)

Addendum/amendment to said Agreement
Recorded: August 6, 2013
Instrument No.: [113089275](#)

Addendum/amendment to said Agreement
Recorded: August 6, 2013
Instrument No.: [113089276](#)

Addendum/amendment to said Agreement
Recorded: March 23, 2016
Instrument No.: [2016-023970](#)

14) Real Property Development Agreement upon the terms, conditions and provisions contained therein:
Between: Kenneth Cenell and Mary Cenell, husband and wife, dba Rivendell Music Academy and John Wood, or assigns
Dated: July 14, 2005
Recorded: October 26, 2005
Instrument No.: [105161055](#)

Modifications recorded August 6, 2013 as Instruments Numbered [113089275](#) and [113089276](#)

Assignment of Interest
Recorded: July 2, 2007
Instrument No.: [107094690](#)

15) An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: United Water Idaho, Inc.
Recorded: October 19, 2007
Instrument No.: [107143550](#)

16) License Agreement upon the terms, conditions and provisions contained therein: Between: Ballentyne Ditch Company and Eagle Island Crossing, LLC
Dated: March 4, 2008
Recorded: March 4, 2008
Instrument No.: [108025548](#)

17) An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein

In Favor of: Ada County Highway
District Recorded: March 27, 2008
Instrument No.: [108034760](#)

- 18) An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein

In Favor of: Ada County Highway
District Recorded: April 3, 2008
Instrument No.: [108038588](#)
ReRecorded: August 22, 2008
Instrument No.: [108095740](#)

- 19) Covenants, conditions, restrictions and easements as set forth on the plat.

Name of Plat: Arts West Subdivision
Book/Page: [102/13506-13510](#)

- 20) Covenants, Conditions, Restrictions, Reservations, and Easements

Dated: December 1, 2014
Executed by: Eagle Island Crossing, LLC, an Idaho limited liability company, Gardner EIC, LLC, an Idaho limited liability company and Arts West Owners Association, Inc., an Idaho corporation
Recorded: December 2, 2014
Instrument No.: [2014-097434](#)
Re-Recorded: December 3, 2014
Instrument No.: [2014-097786](#)

Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

NOTE: Said Covenants replace and supersede Instruments numbered [108098908](#), [109042613](#) and [109079522](#).

Amendment to said covenants

Recorded: May 31, 2016
Instrument No.: [2016-047121](#)

- 21) Liens, dues and/or assessments owing the association herein named which may have heretofore attached pursuant to the terms and provisions of covenants, conditions and restrictions imposed upon said premises. Association: Arts West Owners Association, Inc.

- 22) Letter from Central District Health Department upon the terms and provisions

thereof Dated: March 27, 2008
Recorded: January 29, 2009
Instrument No.: [109009805](#)

- 23) Matters disclosed by Record of Survey

Survey No.: 9881
Recorded: August 9, 2014
Instrument No.: [2014-067109](#)

BID FORM FOR SALE OF SURPLUS REAL PROPERTY

(To be executed and submitted)

**Re: INVITATION FOR BIDS DATED _____, 2018
FOR SALE OF REAL PROPERTY SURPLUS REAL PROPERTY LOCATED AT
3419, 3467, AND 3545 W. FLINT DRIVE, AND 97 N. FISHER PARK WAY, EAGLE,
ADA COUNTY, IDAHO**

**TO: WEST ADA SCHOOL DISTRICT
ATTN: PURCHASING DEPARTMENT
1301 EAST CENTRAL DRIVE
MERIDIAN, IDAHO 83642-7991**

Subject to: (1) the terms and conditions of the above-identified Invitation for Bids, and its Schedule; (2) the Instructions to Bidders; (3) the General Terms of Sale; (4) the Special Terms of Sale; and (5) all Exhibits attached thereto, including but not limited to, the Special Warranty Deed Form, all of which are incorporated as a part of this bid hereinafter collectively the ("IFB"), the undersigned bidder hereby offers and agrees, if this bid is accepted by the Board of Trustees of Joint School District No. 2, to Sale the real property described in the IFB, and for which bid price is entered below.

Total Amount of Bid:

_____ (\$_____)
(spell out in words above)

A bid deposit to accompany the bid, as required by the IFB, shall be five percent (5%) of the bid price. Such bid deposit must be in the form of a cashier's check, certified check, or teller's check (drawn on a bank with a branch in Ada County, Idaho) payable to the order of "Joint School District No. 2 or (Name of Bidder)". Checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.

Enclosed is bid deposit in the following amount:

_____ (\$_____)
(spell out in words above)

IS BIDDER REPRESENTED BY A LICENSED REAL ESTATE BROKER (check appropriate space)? _____ yes _____ no

--If yes, bidder acknowledges the net amount of bidder's bid shall be deemed one percent (1%) less than the total amount of bid set forth above.

--If yes, insert the name and address of Broker below AND enclose a copy of the signed agency representation agreement between Broker and bidder:

In the event this bid is accepted, the instrument of conveyance should name the

following as Grantee(s) (include address(es):

BIDDER REPRESENTS THAT HE/SHE/IT OPERATES AS: (check appropriate space)

- _____ an individual.
- _____ an individual doing business as _____.
- _____ a partnership consisting of _____.
- _____ a corporation, incorporated in the state of _____.
- _____ a limited liability company, formed in the state of _____.
- _____ a trustee acting for _____.

SIGNATURE OF BIDDER:

Signature _____ Date _____
 Type or Print Name _____
 Title (if applicable) _____
 Address _____
 City/State/Zip _____ Telephone (____) _____
 E-Mail Address _____

CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am the _____
 (Secretary or other official title)
 of the Corporation named as bidder herein; that _____, who
 signed this bid on behalf of the bidder, was then the _____ of
 (insert official title)
 the said Corporation; that said bid was duly signed for and on behalf of said Corporation; by
 authority of its governing body and is within the scope of its corporate powers.

Signed this ___ day of _____, 2018.

(SEAL)

Signature of Certifying Corporate Officer