



ADMINISTRATIVE OFFICE
General Services Division
559-675-7703

200 West 4th Street
Madera, CA 93637

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SEALED BID SALE



Property Location: 13802 Avenue 21, Chowchilla 93610
APN: 024-141-005
Minimum Bid: \$190,000.00*
Deposit: \$10,000.00
Sealed Bid Deadline: Friday, August 4, 2017 on or before 3 p.m.

*County prefers to sell property for not less than minimum bid, but all offers will be considered.

IMPORTANT: PLEASE SUBMIT SEALED BID PACKAGE WITH "PROPOSAL TO PURCHASE REAL PROPERTY – APN 024-141-005" CLEARLY ON THE OUTSIDE TO:

MADERA COUNTY ADMINISTRATION
GENERAL SERVICES DIVISION
200 WEST FOURTH STREET, 4TH FLOOR
MADERA, CA 93637

For questions, please contact Maria Miranda, General Services Manager at (559) 675-7703 or maria.miranda@co.madera.ca.gov.

DATA SHEET

The information contained in these sources is deemed reliable, but accuracy and completeness are not guaranteed. This material is provided merely as a courtesy to the bidders. All bidders are encouraged to make visual inspections prior to submitting sealed bid forms. The property is sold in an "as is" condition.

PROPERTY:	APN 024-141-005 13802 Avenue 21 Chowchilla, CA 93610
ZONING:	ARE-40. Please contact the County of Madera for additional zoning information and potential uses.
DESCRIPTION OF PROPERTY:	Improved.58-acre parcel with a 2,400 square foot, single story, Class S metal fire station.
REAL ESTATE TAXES:	Property is not currently taxed while owned by the County of Madera. It will be taxed when transferred to private ownership.
ENCUMBRANCES:	The sale property is subject to all matters of public record and any easement, claim of easements or reservations not of record. Prospective bidders should consult local title companies if more complete information regarding the title of the property is required. The County does not provide a preliminary title report.

BASIC TERMS OF PURCHASE AND SALE AGREEMENT*

SEALED BIDS DEADLINE:	Friday, August 4, 2017 on or before 3 p.m.
PURCHASE PRICE:	To be determined based on bidding.
DEPOSIT:	\$10,000.00 due Friday, August 4, 2017 with bid package
FORFEITURE OF DEPOSIT:	The deposit may be non-refundable in the event that the successful bidder fails to execute a Purchase/Sale agreement with the County. Deposits of unsuccessful bidders will be returned or refunded after final acceptance or rejection of all bids, or after withdrawal of the Property from sale
ESCROW:	After the bid award an escrow will be opened with Chicago Title.
ESCROW, TITLE COSTS:	All closing costs related to the purchase and sale of the property described herein including, but not limited to, cost of documentary transfer taxes, fees associated with transfer of ownership, the premium for issuing the title insurance policy, recording fees, etc., shall split equally (50%/50%) between the buyer and the seller. Escrow fees and any other costs of the escrow shall also be split equally between the parties. Any and all costs associated with a loan secured by the buyer shall be paid for by buyer.

* A form of Purchase and Sale Agreement contains other terms and conditions and is available for review.

LIMITING CONDITIONS:

- (1) The purchaser may take possession when the Grant Deed is recorded.
- (2) The County of Madera reserves the right to reject any and all bids and cancel the sale in part or in its entirety at any time prior to recordation of the Grant Deed. In the event of cancellation of sale and/or rejection of any bids, the respective deposits of money shall be refunded without interest.
- (3) An agreement between two or more prospective bidders to set their bid price or not to submit bids against each other, with the purpose of purchasing this parcel or other parcels at a more advantageous price or terms, is prohibited. Where such agreements come to the knowledge of the County of Madera, any bids made pursuant to such an agreement will be disqualified.
- (4) The property is sold in an "AS IS" condition. The successful bidder agrees that, as of the close of escrow, the property is acquired in an "AS IS" condition with all faults and conditions then existing on the property, including any hazardous substances or hazardous wastes that may be located on, under, or around the property, whether known or unknown, and the successful bidder assumes all responsibilities for such faults and conditions.
- (5) The property is warranted to be free of any liens, court judgments, loans and delinquent or unpaid property taxes. The sale of this property is subject to all matters of public record and any easements, claims of easements, or reservations not of record. The County of Madera does not assume any liability for any possible encumbrances on this property. The right, title, and interest in the property to be sold shall not exceed that vested in the County of Madera and this sale is subject to all title exceptions and reservation whether or not of record. The successful purchaser may obtain a policy of title insurance at his or her own expense.
- (6) Should the bidding produce a tie, the tied bidders will be notified by the County Administration Department with a request for best and final offer.
- (7) Should the successful purchaser desire a survey of the property, this may be accomplished by an independent survey at the purchaser's expense. The County of Madera makes no warranty relative to the ground locations of property lines other than right of way lines.
- (8) The subject is currently zoned ARE-40. It is recommended that all prospective purchasers fully investigate zoning and land-use restrictions with local authorities concerning the potential uses.
- (9) The property is currently exempt from property taxes and assessments and will return to tax rolls upon recording of the Deed.
- (10) The sale of this excess property is exempt from the requirements of the California Environmental Quality Act of 1970 (CEQA). The environmental determination by County for the sale of this property does not mean that the buyer may not have to obtain subsequent environmental clearance or prepare an environmental document as

required by any local agency. The buyer should also be aware that if the buyer seeks some form of approval/permit for development subsequent to buyer's purchase of this excess property, the local agency may require an environmental document and/or environmental analysis before giving its approval or permit.

(11) The information contained herein has been obtained from sources deemed reliable, but accuracy and completeness are not guaranteed.

(12) All County of Madera employees may bid to acquire excess County property except employees who have direct access to information not generally available to the public or who influence the purchase or sale of right of way or other real property.

(13) The successful bidder shall be bound to the terms specified in both the "Purchase and Sale Agreement" and this Brochure.

(14) Real estate broker commissions will not be paid by the County.

BID FORM

Name: _____
Address: _____
Telephone: _____
Email: _____

For the purchase of the real property described as APN 024-141-005 located in MADERA COUNTY, the undersigned bidder submits the bid of:

TOTAL BID: _____	\$ _____
<i>Bid in Words</i>	<i>Bid in Figures</i>

Is the required deposit in the amount \$10,000.00, payable to the "County of Madera", attached in the form of a Cashier's Check:

YES ___ NO ___

Does the Bidder propose any purchase contingencies? YES___ NO___

If yes, please describe contingencies in detail below:

Bidder's Consent

I understand that if I fail to complete the transaction as agreed, I forfeit the deposit. I hereby understand and agree that the parcel(s) upon which I bid will be sold "AS-IS". This means that the County of Madera does not guarantee, warrant or imply any potential for development or uses of said parcel(s). I have done due diligence regarding existing and/or potential use(s) of the parcel(s) and I have investigated, to my own satisfaction, any possible conflicts/problems with zoning and/or development regarding parcels upon which I bid. If I am the successful bidder, I shall hold the County of Madera harmless regarding the development potential of the parcel(s). Furthermore, I shall release the County from any liability regarding any/all conflicts with local zoning, building, or development requirements.

I have received and agree to these Terms.

Proper Name of Bidder

Signature of Bidder

Date

