



LITTLE LAKE FIRE DISTRICT



74 E. Commercial St. • Willits, California 95490
(707)459-6271 • Fax (707)459-7898

Chris Wilkes
Fire Chief

Notice to Bidders

The Little Lake Fire Protection District is currently accepting closed bids for the purchase and removal of the structure (house) located at 52 N. Humboldt St. The terms and conditions for the sale and removal can be found in the attached document “**Agreement for Sale and Removal of Residential Building**”.

The house is a 2 bedroom 1 bath residence approximately 1000ft². It will come with its forced air heating and cooling unit.

Please have your sealed bid returned to the Little Lake Fire Protection District no later than April 14, 2019 as bids will be opened and awarded on the following day April 15, 2019.

Please contact our District Office with any questions regarding the agreement, bid, sale or removal. The district will also show the house upon request.



**AGREEMENT FOR SALE AND REMOVAL
OF RESIDENTIAL BUILDING**

This agreement, made and executed at Willits, Mendocino County, California, and dated as of April _____, 2019, is between the Little Lake Fire Protection District, a public entity (District) and _____ (Buyer).

Recitals

A. The District owns two adjacent parcels in the City of Willits, Mendocino County, California, commonly known as 74 East Commercial Street (**Parcel One**, APN 005-146-09) and 52 North Humboldt Street (**Parcel Two**, APN 005-146-15). A legal description of this property, including both parcels, is attached as **Exhibit A**.

B. The District’s fire station is located on Parcel One. A small single family residence (**Structure**) is located on Parcel Two. The District intends to demolish the existing fire station, and to either remove or demolish the Structure on Parcel Two, in order to make way for the new fire department facility to be constructed on said parcels.

C. The District wishes to sell the Structure (but not the land under it) on condition that the Structure be completely removed from Parcel Two not later than June 15, 2019. Any delay in removal of the Structure will delay construction of the new facility, and cause resulting expense and damage to the District.

Terms and Conditions

District sells to Buyer, and Buyer purchases from District, the Structure currently located on Parcel Two on the following terms and conditions:

1. Structure defined; severance. As used in this agreement, the “Structure” means the single family residence currently located on Parcel Two, but not including its foundation or the land under the Structure. The Structure shall be deemed severed from the real property upon execution of this agreement and shall be considered tangible personal property for all purposes.

2. Price. Buyer shall pay District the sum of _____ (\$_____) (**the Price**) as consideration for purchase of the Structure. Payment of the Price shall be in cash or by cashier’s check or certified check, upon Buyer’s signing of this agreement. The Price shall not be refundable. Title to the Structure (but not the real estate under it) shall pass to Buyer immediately upon Buyer’s payment of the Price.

3. Deposit for faithful performance. In addition to the Price, Buyer shall

deposit with District the sum of Ten Thousand Dollars (\$10,000.00)(**the Deposit**), by separate cashier's check or certified check payable to District, as security for Buyer's complete, timely, and faithful performance of this agreement. District shall hold the Deposit in a separate bank account pending Buyer's performance. District shall refund the Deposit to Buyer when and if the District determines, in its reasonable discretion, that Buyer has completely and faithfully performed all terms and conditions of this agreement. Both the Price and the Deposit shall be paid in lawful money of the United States without deduction or offset.

4. Removal of Structure. Buyer, at Buyer's sole expense, promptly shall cause the Structure to be removed from Parcel Two. Buyer must complete removal of the Structure, not including its foundation, not later than June 15, 2019. In completing removal, Buyer must faithfully comply with all the following conditions:

(a) Removal must be performed by a duly licensed California contractor, holding all license classifications required for the project, including a C21 (Building Removal/Demolition) license. Prior to commencing removal, Buyer must provide evidence satisfactory to District that Buyer's contractor is properly licensed.

(b) Buyer must promptly pay all expenses associated with removal of the Structure. Buyer must keep District's property free and clear from all mechanic's liens and other liens, and from any and all lien claims related to the removal. Buyer shall hold District harmless from any and all lien claims and/or claims for payment associated with the work, and from any and all legal expenses incurred by District in removing any liens or defending against claims for payment. Any agreement between Buyer and its contractor must include the following clause:

“Contractor understands and agrees that the real property upon which the residential structure is located is owned by the Little Lake Fire Protection District (District), a public entity, and that said property is not subject to claims for mechanic's and/or material supplier's liens. Contractor hereby agrees not to assert or record any lien claims with respect to the real property owned by the District.”

(c) Buyer and Buyer's contractor shall be responsible for obtaining, at Buyer's expense, all permits required by the City of Willits and other governmental entities for removal of the Structure.

(d) Buyer and Buyer's contractor shall be responsible, at their sole expense, for disconnecting all utilities serving the Structure. District shall be responsible for removing the foundation of the Structure.

(e) Buyer and Buyer's contractor, at their sole expense, shall be responsible for securing the Structure and preventing access thereto by unauthorized personnel while the Structure is still located on Parcel Two. Buyer shall have access to and control over the work site while removal work is being performed. Buyer shall not lease or rent the Structure, or allow it to be used for human occupancy prior to its removal. All risk of loss to the Structure shall pass to Buyer immediately upon execution of this agreement. District shall not be required to carry fire or casualty insurance on the Structure after execution of this agreement.

(f) Buyer shall be solely responsible for all damage to the Structure during its removal and in transit to the site where it ultimately will be placed.

(g) All activities associated with removal of the Structure shall be accomplished in a workmanlike manner, and be completed not later than June 15, 2019.

5. "AS IS" sale. Buyer accepts the Structure "AS IS" and "WITH ALL FAULTS." Buyer acknowledges that District has made no warranty, either express or implied, regarding the condition of the Structure, or its suitability for a particular purpose, or that it is in a tenantable condition. Buyer acknowledges that Buyer has had sufficient time and opportunity to inspect the Structure and determine its condition. District is not required to provide Buyer with a transfer disclosure statement because it is a governmental entity. (See, Civil Code § 1102.2(j).) Buyer has been provided a minimum of 10 days within which to conduct a lead based paint hazard inspection. Buyer shall be solely responsible for installing operable smoke alarms in the Structure, and for bracing and anchoring all water heaters, after the Structure is removed and before it is used for human occupancy.

6. Indemnification. Buyer shall indemnify, defend, and hold District harmless from any and all claims, demands, causes of action, liabilities, suits, judgments, and costs of defense (including District's reasonable attorney fees incurred by counsel of its choice) arising out of any injury to any person or damage to any property occurring in, on, or about the Structure, or in the course of removal and transportation of the Structure.

7. Insurance. Buyer and Buyer's contractor, at their sole expense, shall maintain public liability and property damage insurance with a single combined liability limit of \$2,000,000, and property damage limits of not less than \$1,000,000, insuring against all liability of Buyer, Buyer's contractor, and their authorized representatives arising out of and in connection with Buyer's removal and transportation of the Structure. All public liability and property damage insurance shall insure performance by Tenant of the indemnity provisions of Section 6. District shall be named as additional insured on all policies.

8. Time is of the essence of this agreement.

9. District's remedies. If Buyer fails to remove the Structure on or before June 30, 2019, or fails to perform any term, provision or condition of this agreement, District at its sole option may terminate this agreement and cause the Structure to be demolished. In the event that District elects to terminate the agreement, Buyer shall have no right to refund of the Price or the Deposit, and District shall be entitled to retain the Price and the Deposit as liquidated damages as its sole remedy for such failure, breach or default. The parties have agreed that Seller's actual damages in such event would be extremely difficult or impracticable to determine. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE PRICE AND THE DEPOSIT HAVE BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT THE REMOVAL OF THE STRUCTURE IS NOT COMPLETED IN A TIMELY MANNER OR BUYER HAS OTHERWISE BREACHED THIS AGREEMENT. HOWEVER, NOTHING IN THIS SECTION SHALL LIMIT THE EFFECTIVENESS OF THE INDEMNIFICATION OBLIGATIONS OF BUYER UNDER SECTION 6 OF THIS AGREEMENT.

INITIALS: District _____ Buyer _____

10. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below:

DISTRICT: Little Lake Fire Protection District
P.O. Box 1269
Willits, California 95490

BUYER: _____

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communication within 48 hours from the time of mailing if mailed as provided in this Section.

11. Agreement not to be recorded. This agreement shall not be recorded.

12. Entity authority. Each party that is a corporation or other legal entity

shall deliver to the other party, on execution of this agreement, a certified copy of a resolution of its board of directors authorizing the execution of this agreement and naming the officer authorized to execute this agreement on behalf of the entity.

13. Binding effect; assignment. This agreement shall bind and inure to the benefit of the parties, their heirs, personal representatives, successors in interest and assignees; *provided however*, that Buyer shall not assign this agreement to any third party without the written consent of District first had and obtained.

14. California law; venue. This Lease shall be construed and interpreted in accordance with California law. Any action brought to enforce or interpret this agreement must be brought in a court of competent jurisdiction within the County of Mendocino, State of California.

15. Attorney fees. In any action brought to enforce or interpret this agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expert witness expenses.

16. Severability. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date(s) set forth next to their signatures.

District:

Little Lake Fire Protection District

By: _____ Dated: April ____, 2019

Title: _____

Buyer:

Name: _____

Signature: _____ Dated: April ____, 2019__