ACQUISITION AGREEMENT AND JOINT ESCROW
INSTRUCTIONS

In consideration of the mutual covenants and agreements herein set forth, [seller], (hereinafter referred to as SELLER), agree(s) to sell and convey to San Bernardino County, a body corporate and politic of the State of California (hereinafter referred to as BUYER) interests in that real property(hereinafter referred to as PROPERTY) as described below and in the attached deeds (Attachments 1, 2, and 3) and described in exhibits A, A-1 and A-2 and depicted in exhibits B, B-1 and B-2, and which are attached hereto and made a part hereof.

Insert table

AMOUNT ESTABLISHED AS JUST COMPENSATION (Rounded): =——**$**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SELLER and BUYER agree as follows:

1. The parties have herein set forth the whole of their agreement herein in this Acquisition Agreement and Joint Escrow Instructions ("Acquisition Agreement") entered into as of the date the last of the parties executes this Acquisition Agreement ("Effective Date"). The performance of this Acquisition Agreement constitutes the entire consideration for said PROPERTY and shall relieve the BUYER, and its agent(s) of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvements.

2. BUYER agrees to pay SELLER for said PROPERTY and all rights, title, and interest thereto, the sum of **$0.00** (AND 00/100 DOLLARS), which sums shall be deposited into escrow and paid to SELLER at close of escrow.

3. BUYER and SELLER have agreed that included in the amount payable in paragraph 2, above, the SELLER is compensated in full for the actual possession of ~~Property~~PROPERTY.

4. SELLER warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the SELLER agrees to hold BUYER, and assigns, harmless and reimburse the BUYER for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of SELLER for a period exceeding one month.

5. SELLER agrees to use its best efforts to satisfy, of record, at or before conveying said PROPERTY and rights, all encumbrances and special assessments that are a lien against the PROPERTY, as BUYER may require. Any encumbrances on the PROPERTY, except for approved title exceptions (i.e., (i) the standard exceptions and exclusions from coverage contained in such form of the title policy; (ii) real estate taxes not yet due and payable; (iii) items disclosed by a survey and preliminary title report (including any supplements) approved by BUYER; and (iv) any title objections that neither SELLER nor the title company has agreed to remove from title or insure over), shall be a condition to BUYER's obligations under the Acquisition Agreement.

6. SELLER agrees that BUYER may, notwithstanding the prior acceptance of this Acquisition Agreement, acquire title to said PROPERTY and rights by condemnation or other judicial proceedings, in which event SELLER agrees to cooperate with BUYER in the prosecution of such proceedings; SELLER agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the acquisition of said PROPERTY and rights; SELLER agrees that the consideration recited in paragraph 2 hereof constitutes the full amount of the Purchase Price for the PROPERTY and rights and shall be prorated among all persons having an interest in this property as their respective interests may appear; and SELLER agrees that the said consideration shall be in full satisfaction of any and all claims of SELLER for payment for the right of occupancy and use hereinafter provided for in paragraph 9.

7. BUYER agrees to pay any escrow and recording fees incurred in this transaction; and if title insurance is desired by the BUYER, to pay the premium charged therefor. Real property taxes will not be prorated between SELLER and BUYER in Escrow.

8. SELLER hereby represents and warrants that during the period of SELLER's ownership of the PROPERTY, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the PROPERTY. SELLER further represents and warrants that SELLER has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the PROPERTY which may have occurred prior to SELLER taking title to the PROPERTY.

The Purchase Price of the PROPERTY acquired in this transaction reflects the fair market value of the PROPERTY without the presence of a hazardous substance condition. If the PROPERTY being acquired is found to be contaminated by the presence of a hazardous substance condition which requires remediation, mitigation or cleanup under Federal or State law, BUYER may elect to recover its remediation, mitigation and cleanup costs from those who caused or contributed to the contamination. SELLER agrees to grant to BUYER, but only to the extent necessary (SELLER may reserve equal or greater rights), any rights to require/recover remediation, mitigation or cleanup costs it may have against any person or entity, including but not limited to SELLER, who may have caused or contributed to such contamination.

If any hazardous materials or waste (as defined by California Health and Safety Code section 25100, et. seq., and/or 42 U.S.C. §9601, et. seq.) are present on the Property on the date BUYER takes possession of the Property, SELLER shall be responsible for and bear the entire cost of all removal, disposal, cleanup and decontamination which may be required because of these hazardous materials. SELLER agrees to indemnify, defend (with counsel reasonably approved by BUYER) and hold harmless BUYER and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including: 1) the acts, errors or omissions of any person and for any costs or expenses incurred by BUYER on account of any claim except where such indemnification is prohibited by law; and/or 2) all responsibility, liability and claims for damages to persons or property resulting from the existence or use of hazardous materials which are present on the Property on the date BUYER takes possession under this Agreement. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. SELLER's indemnification obligation applies to BUYER's "active" as well as "passive" negligence but does not apply to BUYER's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782. This Section 2.2 shall survive the termination of this Agreement.

9. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Paragraph 2 herein are deposited into the escrow controlling this transaction. The amount shown in

Paragraph 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

10. Permission is hereby granted the County or its authorized agent to enter upon grantor's land where necessary within the certain area depicted on the map marked Exhibits B, B-1 and B-2 attached hereto and made a part hereof, for the purpose of constructing project improvements.

The~~is~~ Temporary Construction Easement shall begin May 30, 2023, and terminate May 30, 2025.

The undersigned grantor(s) warrant(s) that they are owner(s) in fee simple of the property affected by this Temporary Easement as described and depicted in the attached Exhibits A-2 and B-2 and that they have the exclusive right to grant this Temporary Easement.

11. The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the SELLER.

~~11.~~

12. All terms and conditions with respect to this Acquisition Agreement are expressly contained herein and SELLER agrees that no representative or agent of BUYER, has made any representation or promise with respect to the purchase of the PROPERTY or this Acquisition Agreement not expressly contained herein.

13. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 164, 49 C.F.R Section50.3.

14. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

~~14.~~

15. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict-of-interest principles. Any legal action must be instituted in the Superior Court of San Bernardino County, State of California.

16. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) a reliable courier service that provides a receipt showing the date and time of delivery, including federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Copies are requested via email as identified below. Notices shall be addressed to the respective parties as set forth below or to suchother address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

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To SELLER:

To BUYER: San Bernardino County
c/o Real Estate Services Department
Attention: Brandon Ocasio, Manager of Acquisitions
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180
Copy via email at: brandon.ocasio@res.sbcounty.gov
(909) 659-4676

Each notice shall be deemed delivered on the date delivered if by personal delivery or by overnight courier service, or on the date of receipt as disclosed on the return receipt if by mail, or upon confirmation by recipient by email. By giving to the other parties written notice as provided above, the parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

17. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a party hereto and payable under Section 9. re: hazardous materials.

18. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

19. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart. If authorized by law, the parties shall be entitled to manually sign and transmit this Agreement by electronic means (whether by PDF, or other email transmission) and are entitled to electronically sign and transmit this Agreement via DocuSign, AdobeSign, or other similar digital signature software, which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

20. ESCROW INSTRUCTIONS. This Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of BUYER and SELLER to Escrow Holder as well as an agreement between BUYER and SELLER. In the event of any conflict between the provisions of this Agreement and Escrow Holder's standard instructions, this Agreement shall prevail.

TO:	Any Reliable Escrow Company who is sometimes referred to in this section as "Escrow Holder,"

Escrow shall be deemed open upon delivery of a fully executed copy of this Agreement to Escrow Holder. BUYER agrees to purchase the PROPERTY referenced above and upon the terms and conditions

described in the ACQUISITION AGREEMENT for a total consideration of **$0.00** (AND 00/100 DOLLARS) and will deposit with escrow company said consideration for delivery to SELLER at close of escrow, together with any additional funds and/or instruments necessary to comply with the terms hereof, all of which you may use when **Stewart Title Company, Title Order No. , dated** can issue a standard coverage form policy of title insurance with liability not less than the amount stated as total consideration, showing title vested in the BUYER, or assigns, free of all encumbrances, excepting those encumbrances, approved in writing by BUYER, and such other encumbrances as are approved in writing by BUYER, which approvals shall not be unreasonably withheld. If said title insurer is not in a position to issue a standard coverage form policy of title insurance as required hereby within 90 days from that date hereof, the ACQUISITION AGREEMENT and this escrow shall terminate unless extended by mutual agreement between BUYER and SELLER.

On or before 12:00 noon Pacific Time on the business day preceding the scheduled Closing Date, SELLER shall deliver to Escrow Holder: (i) the Deeds and Easements substantially in the form attached hereto as Attachments 1-3 executed and acknowledged by SELLER, and (ii) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement. On or before 12:00 noon Pacific Time on the business day preceding the scheduled closing date, BUYER shall deliver to Escrow Holder: (i) Purchase Price, (ii) the escrow costs and prorations for which BUYER is responsible pursuant to this Agreement, and (iii) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

All disbursements shall be made by your check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in the State of California and may be transferred to any other general escrow account(s). The expression "close of escrow" means the date on which the deeds conveying the PROPERTY to BUYER are recorded. Close of escrow shall be on or before 90 days from the date of BUYER and SELLER signatures hereof. All adjustments are to be made on the basis of a thirty-day month. Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for, is hereby authorized. You are to furnish a copy of these instructions, amendments thereto, closing statements and/or documents deposited in this escrow to the lenders, real estate broker(s) and/or the attorney(s) involved in this transaction upon request of such lenders, brokers, or attorneys. ~~Should you before or after close of escrow receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any and all further acts on your part until each conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of such conflict. The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees, suffered or incurred by you in connection with, or arising out of this escrow, including but without limiting the generality of the foregoing, a suit in interpleader brought by you. In the event you file a suit in interpleader, you shall ipso facto be fully released and discharged from all obligations imposed on you in this escrow.~~ No later than four (4) business days prior to the close of escrow date, Escrow Holder shall prepare for approval by BUYER and SELLER a closing statement on Escrow Holder's standard form indicating, among other things, Escrow Holder's estimate of all closing costs and prorations made pursuant to this Agreement.

Time is declared to be the essence of these instructions. If you are unable to comply with the time specified herein and such additional time is required to make examination of the official records, you will return all documents, money, or property to the party entitled thereto upon satisfactory written demand and authorization. Any amendment of and/or supplement to any instructions must be in writing. These escrow instructions and amendments hereto may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same instruction.

In the event BUYER, SELLER, and/or assigns, utilize "Facsimile" transmitted instructions or electronic copies of instructions (scanned images, etc.), Escrow Holder is instructed to rely and act upon such instruction in the same manner as if original signed instructions were in the possession of Escrow Holder and BUYER and/or SELLER herein agree to forward signed hard copies of instructions within 48 hours of transmission. Escrow Holder shall have no liability to any party for relying upon facsimile or electronic instructions which were erroneously transmitted to Escrow Holder. BUYER and SELLER agree that when necessary to permit compliance with closing instruction, Escrow Holder may rely on facsimile- or electronically transmitted demands. BUYER and SELLER further acknowledge and agree that documents necessary for recording with non-original (facsimile or electronic) print and/or signatures will not be accepted for recording by the County Recorder, thus delaying the close of escrow.

Parties to this transaction are aware and understand that as a result of the passage of the Tax Reform Act of 1986 which added Section 6045(e) to the Internal Revenue Code, the SELLER in this transaction is to deposit, prior to close of escrow, certain information including all sellers' names and tax identification numbers, and that the closing of this transaction will be delayed in the event escrow has not received same from SELLER prior to close of escrow. Escrow holder will forward information as required by above Internal Revenue Code Section on forms as prescribed therein.

In order to comply with Section 1445 of the Internal Revenue Code; and Sections 18805 and 26131 of the California Revenue and Taxation Code, SELLER will complete and deposit into escrow the documents provided by the escrow holder required by the above referenced code sections.

ANY RELIABLE ESCROW COMPANY serves only as an escrow holder in connection with these instructions and cannot give legal advice to any party hereto. Escrow holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by escrow holder, and for the disposition of same in accordance with the written instructions accepted by escrow holder. The agency and duties of escrow holder commence only upon receipt of copies of this instruction executed by all parties.

At the close of escrow, you are to deliver all documents, including a Conformed Copy of the recorded deed of conveyance, to San Bernardino County Real Estate Services.

The foregoing ACQUISITION AGREEMENT is hereby approved by SELLER and BUYER and hereby agree to sell and to buy said PROPERTY and will deliver to you the papers, instruments and/or funds required within the time limit specified herein; and you are authorized to deliver said funds and documents to the appropriate parties at such time that you can issue your policy of title insurance as set forth above. SELLER further agrees to pay any personal property taxes properly chargeable to SELLER. You are also instructed to pay from the amount shown as the total consideration above any other charges to which the parties have agreed.

[SIGNATURES ON THE FOLLOWING PAGE]

The foregoing ACQUISITION AGREEMENT is subject to approval by the Board of Supervisors of San Bernardino County and shall become effective and contractually binding only upon Board of Supervisors approval at a properly noticed public meeting at which a quorum of the Board of Supervisors was present, and execution by a duly authorized San Bernardino County officer, and SELLER approval and execution.

SELLER(s):

By: _____ _____

Print Name: _____ Date

Title: _____

BUYER: San Bernardino County

By: _____ _____
Terry Thompson, Real Estate Services Director Date

ATTACHMENT 1
GRANT DEED

ATTACHMENT 2
EASEMENT DEED

ATTACHMENT 3
TEMPORARY CONSTRUCTION EASEMENT ~~DEED~~

EXHIBIT A, A-1, and A-2
LEGAL DESCRIPTION OF PERMANENT RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B, B-1, and B-2
PLAT MAP OF PERMANENT RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT