

ACQUISITION AGREEMENT

In consideration of the mutual covenants and agreements herein set forth, property owner, (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 as described in the attached deed(s) and exhibit(s) (hereinafter referred to as PROPERTY) and which is (are) attached hereto and made a part hereof.

Value of Permanent Grant of Easement for Road Purposes acquired (sq. ft.) = \$0

Value of 6 Month (November 1, 2022 through April 30, 2023) = \$0

Temporary Construction Easement (sq. ft.) = \$0

AMOUNT ESTABLISHED AS JUST COMPENSATION: = \$0

Value of 6 Month Option to Extend Temporary Construction Easement (May 1, 2023 through October 30, 2023) = \$0

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 in this Acquisition Agreement ("Acquisition Agreement"). 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 rights thereto the sum of \$0 (00/100 DOLLARS) ("Purchase Price"), which sums shall be paid to SELLER within 30 days from the following occurrences i) execution by all parties of all documents associated with this transaction, and ii) Approval by the San Bernardino County Board of Supervisors.

3 a. If this Acquisition Agreement includes a Temporary Construction Easement(s), it shall commence on November 1, 2022 and terminate no later than April 30, 2023. BUYER shall have the option, exercisable upon notice to SELLER at any time prior to April 30, 2023, to extend for an additional six (6) months, commencing May 1, 2023 and terminating no later than October 30, 2023. If BUYER exercises said option, the BUYER shall pay to SELLER an additional \$500 (FIVE HUNDRED AND 00/100 DOLLARS) upon sending notice of exercising the option to SELLER.

b. NOTICE: BUYER shall provide written notice to the SELLER when exercising the option and will include the option payment. SELLER'S noticing address is: _____.

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.

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 7.

7. As additional consideration for the payment of the Purchase Price hereinabove set forth, SELLER hereby grants to BUYER, and assigns, the right of immediate occupancy and use of said PROPERTY and which is being granted for the purpose of exercising any of the rights being conveyed hereby in said PROPERTY from and after execution of this contract until such time as said PROPERTY is conveyed and accepted by BUYER.

8. BUYER agrees to pay any escrow (if applicable) and recording fees incurred in this transaction; and if title insurance is desired by the BUYER, to pay the premium charged therefor.

9. 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.

10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Acquisition Agreement, the right of possession and use of the subject property by BUYER or its agents, including the right to remove and dispose of improvements, shall commence upon full execution of this agreement, and that 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.

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

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.

[SIGNATURES ON THE FOLLOWING PAGE]

The foregoing ACQUISITION AGREEMENT is subject to approval by the Board of Supervisors of San Bernardino County or a Board-authorized designee and shall become effective and contractually binding only upon approval and execution by BUYER and SELLER.

SELLER(s):

By: _____ Date _____

BUYER: San Bernardino County

By: _____ Date _____
Terry W. Thompson, Director,
Real Estate Services Department