

ACQUISITION AGREEMENT

This ACQUISITION AGREEMENT ("Agreement") is made by and between Billy W. Renkema and Shirley B. Renkema, husband and wife as joint tenants ("Grantor"), the San Bernardino County Flood Control District ("Grantee"), and San Bernardino County ("County"), each of them a "Party" and jointly the "Parties" as of the date the last of the parties executes this Agreement.

RECITALS

- A. Grantor is the fee owner of certain real property described as 8876 Sunset View Road, Apple Valley, CA 92308, County of San Bernardino, commonly identified as APN 0433-014-07-0000 ("Grantor's Property").
- B. County intends to complete a public project known as the Rock Springs Road Bridge over the Mojave River Project ("Project"), which generally consists of replacing the existing two-lane low water crossing on Rock Springs Road over the Mojave River with a four-lane bridge (Twin Bridge design).
- C. To complete the Project, the County and Grantee seek and Grantor is willing to grant and convey to the Grantee a Grant Deed with Reservation of Easement ("Grant Deed") for fee interest over a portion of the Grantor's Property ("Grant Deed Area"), which Grant Deed Area is legally described and depicted in the plat on Attachment "1", subject to a reserved non-exclusive access easement over the entire Grant Deed Area, which is appurtenant to the remainder of the adjacent Grantor's Property retained by the Grantor ("Grantor Retained Property"), for the benefit of and appurtenant to the Grantor Retained Property as the dominant tenement, which Grantor Retained Property is legally described on Attachment "1-A". Because the Grant Deed Area is necessary to complete the Project, County is willing to pay Grantor for the Grant Deed with Reservation of Easement.
- D. Pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, the Parties to this Agreement are required to, and shall comply with all elements of Title VI of the Civil Rights Act of 1964.

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 Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. Subject to the terms and conditions set forth herein, Grantor hereby agrees to execute a Grant Deed in substantially the form attached as Attachment "2".
- 2. County agrees to pay GRANTOR for the Grant Deed with Reservation of Easement for said Grant Deed Area and rights thereto the total sum of **\$43,126 (FORTY-THREE THOUSAND ONE HUNDRED TWENTY-SIX 00/100 DOLLARS)** ("Just Compensation"), which is calculated as set forth below. The Just Compensation shall be paid to GRANTOR within sixty (60) days after the latest to occur of the following: (i) approval of Grantee's acquisition of the Grant Deed for Grant Deed Area at the County's cost by the County and the GRANTEE's respective Board of Supervisors, (ii) full execution of this Agreement by all Parties; and (iii) Grantor's execution of the Grant Deed.

3. Amount Established as Just Compensation

Value of Grant Deed Area (Approx. 11,407 sq. ft.) with Reserved Non-Exclusive	=	\$33,866
Administrative Settlement Amount		\$ 9,260

Subtotal	=	\$43,126
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AMOUNT ESTABLISHED AS JUST COMPENSATION:	=	\$43,126
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4. GRANTOR warrants that there are no oral or written leases on all or any portion of the Grant Deed Area exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE and County, and their employees, agents, contractors and consultants, and assigns, harmless and reimburse the GRANTEE and County for any and all of its losses and expenses occasioned by reason of any lease on the Grant Deed Area held by any tenant of GRANTOR for a period exceeding one month.

5. GRANTOR agrees to use its best efforts to satisfy, of record, at or before conveying the Grant Deed for the Grant Deed Area and the rights therein, all encumbrances and special assessments that are a lien against the Grant Deed Area, as GRANTEE and County may require.

6. GRANTOR agrees that GRANTEE and County may, notwithstanding the prior acceptance of this Agreement, acquire rights to the Grant Deed Area by condemnation or other judicial proceedings, in which event GRANTOR agrees to cooperate with GRANTEE and County in the prosecution of such proceedings; GRANTOR agrees that the consideration hereinabove stated shall be the full amount of Just Compensation, inclusive of interest, for the acquisition of fee interests to the Grant Deed Area; GRANTOR agrees that the Just Compensation set forth in Paragraphs 2 and 3 herein constitutes the full Just Compensation amount for the Grant Deed Area and the rights therein, which shall be prorated among all persons having an interest in the Grant Deed Area, as their respective interests may appear; and GRANTOR agrees that the Just Compensation shall be in full satisfaction of any and all claims of GRANTOR for payment for the rights in the Grant Deed for the Grant Deed Area.

7. The Parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

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

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

The Just Compensation for the Grant Deed acquired in this transaction reflects that the Grant Deed Area is without the presence of a hazardous substance condition. If the Grant Deed Area 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, GRANTEE and/or County may elect to

recover its remediation, mitigation and cleanup costs from those who caused or contributed to the contamination. GRANTOR agrees to grant to GRANTEE and County, but only to the extent necessary (GRANTOR 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 GRANTOR, 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 Agreement, the right of possession for the Grant Deed Area shall commence on the date of GRANTEE's acceptance of the Grant Deed, provided that the amount of funds shown in Paragraphs 2 and 3 herein are paid to GRANTOR. The amount shown in Paragraphs 2 and 3 herein includes, but is not limited to, full payment for such possession, including damages, if any, from said commencement date for the interest in the Grant Deed Area.

11. Reserved.

12. The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the GRANTOR. GRANTEE and County must approve any assignment of the Agreement by GRANTOR. Governing law applicable to this Agreement is the State of California

13. All notices or demands pursuant to this Agreement shall be given by either party hereto to the other in person, by United States Mail (postage pre-paid), return receipt requested, or by reputable overnight courier service, and addressed to the party, at the below stated address. Notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt. A courtesy copy of any notices or demands delivered in accordance with this paragraph shall be concurrently sent via e-mail to the e-mail address identified below, provided that such courtesy e-mail is not intended, nor shall it be deemed to substitute as the effective means of notice or alter the effective date of such notice. Either party may change its address for delivery of any notice or demand by giving written notice to each party.

To GRANTOR:	Billy W. Renkema Shirley B. Renkema 8876 Sunset View Road Apple Valley, CA 92308
To GRANTEE	San Bernardino County Flood Control District c/o Real Estate Services Department Attention: Brandon Ocasio, Manager of Acquisitions 385 North Arrowhead Avenue, 3 rd Floor San Bernardino, CA 92415-0180 Courtesy copy via email at: brandon.ocasio@res.sbcounty.gov
To COUNTY:	San Bernardino County c/o Real Estate Services Department Attention: Brandon Ocasio, Manager of Acquisitions 385 North Arrowhead Avenue, 3 rd Floor San Bernardino, CA 92415-0180 Courtesy copy via email at: brandon.ocasio@res.sbcounty.gov

14. LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE (formerly referred to as Senate Bill 1439): In the event that the Just Compensation to be paid hereunder is \$50,000 or more, GRANTOR has disclosed to the GRANTEE and County using Attachment "3", which is attached to Agreement and incorporated herein by reference, whether it has made any campaign contributions of more than \$500 to any member of the GRANTEE's/County's Board of Supervisors or other County-elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of GRANTOR's proposal to the GRANTEE/County, or (2) 12 months before the date this Agreement was approved by the GRANTEE's/County's Board of Supervisors. GRANTOR acknowledges that under Government Code section 84308, GRANTOR is prohibited from making campaign contributions of more than \$500 to any member of the GRANTEE's/County's Board of Supervisors or other County-elected officer for 12 months after the GRANTEE's/County's consideration of this Agreement.

In the event of a proposed amendments to this Agreement GRANTOR will provide the GRANTEE/County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the GRANTEE's/County's Board of Supervisors or other County-elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the GRANTOR or by a parent, subsidiary or otherwise related business entity of GRANTOR.

15. All terms and conditions with respect to this Agreement are expressly contained herein and GRANTOR agrees that no representative or agent of GRANTEE or County, has made any representation or promise with respect to this Agreement not expressly contained herein.

16. The acquisition of the Grant Deed is subject to approval by the GRANTEE's and County's Board of Supervisors, or each Board's respective authorized designee, which shall be required prior to the execution of this Agreement by the GRANTEE's and County's authorized signatory below. Until such time that said approval is obtained and GRANTEE has accepted said interests, this Agreement, the Grant Deed shall be of no legal effect.

GRANTOR: Billy W. Renkema and Shirley B. Renkema, husband and wife as joint tenants

By: _____
Billy W. Renkema _____ Date

By: _____
Shirley B. Renkema _____ Date

GRANTEE: San Bernardino County Flood Control District

By: _____
Dawn Rowe, Chair, Board of Supervisors _____ Date

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

LYNNA MONELL, Clerk of the Board of Supervisors

BY: _____
Deputy

Approved as to Legal Form:

BY: _____
Agnes Cheng, Deputy County Counsel

Date: _____

County: San Bernardino County

By: _____
Dawn Rowe, Chair, Board of Supervisors

_____ Date

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

LYNNA MONELL, Clerk of the Board of Supervisors

BY: _____
Deputy

Approved as to Legal Form:

BY: _____
Agnes Cheng, Deputy County Counsel

Date: _____

ATTACHMENT “1” LEGAL DESCRIPTION AND PLAT OF GRANT DEED AREA AND RESERVED NON-EXCLUSIVE ACCESS EASEMENT AREA

(see following page)

T4N, R3W, SEC 30 S.B.M.
Santa Rosa Road and Sunset View Road
Fee Acquisition
H15087 - FEE
APN 0433-014-07

EXHIBIT "A"
LEGAL DESCRIPTION

Those portions of a parcel, said parcel described as:
PARCEL 3 OF PARCEL MAP 10333, IN THE COUNTY OF SAN BERNARDINO, STATE
OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 116 OF PARCEL MAPS,
PAGES 35 AND 36, RECORDS OF SAID COUNTY.

Said portions described as follows:

Parcel "A" (Santa Rosa Road / Sunset View Road)

Commencing at the northeast corner of said Parcel, said parcel corner also being a point on the northerly line of Section 30, Township 4 North, Range 3 West, said parcel corner being the **POINT OF BEGINNING**;

thence South 01° 34' 33" East, a distance of 30.00 feet, to a point along the easterly parcel line of said parcel;

thence leaving said east parcel line South 88° 45' 56" West, a distance of 375.78;

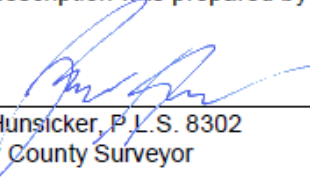
thence North 18° 05' 59" West, a distance of 31.35 feet, to a point on said northerly parcel line, said point also being the northerly line of said Section 30;

thence North 88° 45' 56" East, a distance of 384.69 feet, along said northerly parcel line, to the **POINT OF BEGINNING**.

The Grantor hereby reserves for themselves and their successors and assigns for the benefit of and appurtenant to the Grantor's adjacent real property, as the dominant tenement, which adjacent property is described in EXHIBIT "C", Legal Description of Grantor Property, a Non-Exclusive Access Easement for ingress and egress across the entirety of the real property set forth in EXHIBIT "A" Legal Description and EXHIBIT "B", Plat for so long as Grantor or their successors' and assigns own the Grantor Property.

Described portion of land contains 11,407 square feet more or less.

Attached hereto is a plat labeled Exhibit "B" and by this reference made a part hereof.
This legal description was prepared by me or under my direction.

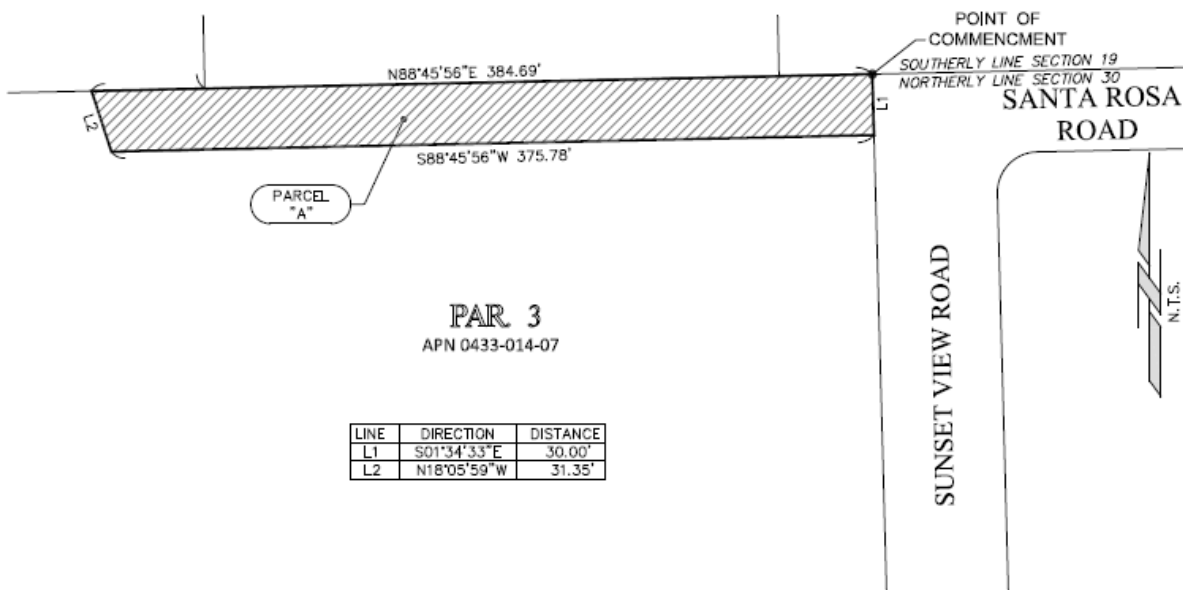
By:  1/17/2025
Ryan Hunsicker, P.L.S. 8302 Dated
Deputy County Surveyor



Job No. H15087
Prepared by: GEG

EXHIBIT "B"

Par. 3 of PARCEL MAP 10333, Map Book 116, Pages 35-36



LINE	DIRECTION	DISTANCE
L1	S01°34'33\"E	30.00'
L2	N18°05'59\"W	31.35'



08/07/2024

NOTES:

THIS MAP HAS BEEN COMPILED FROM RECORD DATA AND OTHER AVAILABLE MATERIALS AND DOES NOT REPRESENT A FIELD SURVEY.



AREA OF FEE ACQUISITION: 11,407± sq. ft.

W.O. No.	Parcel No.	Owner
H15087	FEE	BILLY W. RENKEMA SHIRLEY B. RENKEMA

San Bernardino County

Department of Public Works - Transportation

Right - of - Way Plat

SANTA ROSE ROAD

AND

SUNSET VIEW ROAD

APPLE VALLEY AREA

ATTACHMENT "1-A"

LEGAL DESCRIPTION OF GRANTOR RETAINED PROPERTY

(see following page)

T4N, R3W, SEC 30 S.B.M.
Santa Rosa Road and Sunset View Road
Fee Acquisition
H15087 - FEE
APN 0433-014-07

EXHIBIT "C"
Legal Description

Restated as recorded in Document Number 2016-0316247. Recorded on August 05, 2016, In the County of San Bernardino, Records of said County.

PARCEL 3 OF PARCEL MAP 10333, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 116 OF PARCEL MAPS, PAGES 35 AND 36, RECORDS OF SAID COUNTY.

Job No. H15087
Prepared by: GEG

ATTACHMENT "2"

GRANT DEED WITH RESERVATION OF EASEMENT

(see following page)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT
825 E. Third St, room 140
San Bernardino, CA 92415-0835

RECORDER:

Record without fee subject to Govt. Code 6103
Recordation required to complete chain of title

A.P.N. 0433-014-07 (ptn)

GRANT DEED

with Reservation of Easement

Dept. Code: 11600

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX: \$0.00

☐ computed on full value of property conveyed, or

☐ computed on full value less liens and encumbrances remaining at the time of sale

☒ Unincorporated Area

☐ City of _____

BILLY W. RENKEMA AND SHIRLEY B. RENKEMA, husband and wife as Joint Tenants,

hereby GRANT(S) to SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, a body corporate and
politic of the State of California, the real property in the County of San Bernardino, State of
California, described as follows:

See attached EXHIBIT "A" Legal Description and EXHIBIT "B" Plat.

*The Grantor hereby reserves to themselves and their successor and assigns
for the benefit of and appurtenant to the Grantor's adjacent real property, as
the dominant tenement, which adjacent property is described in EXHIBIT "C",
Legal Description of Grantor Property, a Non- Exclusive Access Easement for
ingress and egress across the entirety of the real property set forth in EXHIBIT
"A" Legal Description and EXHIBIT "B", Plat for so long as Grantor or their
successors and assigns own the Grantor Property.*

Billy W. Renkema

Date

Shirley B. Renkema

Date

This is to certify that the interest in real property conveyed by
the within instrument to San Bernardino County Flood Control
District, a body corporate and politic of the State of California,
is hereby accepted by the undersigned officer/agent on
behalf of the Board of Supervisors pursuant to authority
conferred by resolution of the Board of Supervisors adopted
on March 27, 2012 and the Grantee consents to recordation thereof
by its duly authorized officer/agent.

By: _____ Date: _____

Terry W. Thompson, Director
Real Estate Services Department

Township: 04 S Range: 03 W Section: 19

Project: Bridge Construction

Work Order No. : Condition of development

Parcel No. (s) : NA

A.P.N. (s) : 0433-014-07 (ptn)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

ATTACHMENT “3”
LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE

(formerly referred to as SENATE BILL 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Grantee’s/County’s Board of Supervisors or other County-elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the Grantee/County in a proceeding on the matter; or (c) communicates with Grantee/County employees, for the purpose of influencing the Grantee’s/County’s decision on the matter; or (d) when the person/company’s agent lobbies in person, testifies in person or otherwise communicates with the Grantee’s/County’s Board or Grantee/County employees for purposes of influencing the Grantee’s/County’s decision in a matter.

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Grantee’s/County’s Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), “shared management and control” can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

GRANTOR must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Grantor: Billy W. Renkema and Shirley B. Renkema

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐ If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

No ☒

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Grantor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☐ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____


Amount(s): _____

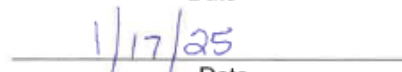
Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Grantor certifies that the statements made herein are true and correct. Grantor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.


Signature Billy W. Renkema


Date


Signature Shirley B. Renkema


Date

Print Name

Print Entity Name, if applicable