

ACQUISITION AGREEMENT

This ACQUISITION AGREEMENT ("Agreement") is made by and between _____ ("Grantor"), and San Bernardino County, a body corporate and politic of the State of California ("Grantee") 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 _____, County of San Bernardino, commonly identified as _____ ("Grantor's Property").
- B. Grantee intends to complete a public project known as the _____ ("Project"), which generally consists of _____ (s).
- C. To complete the Project, Grantee seeks to acquire, and Grantor is willing to grant and convey to the Grantee ___ temporary construction easement(s) ("TCE(s)") over a portion of the Grantor's Property ("TCE Area") as each area is legally described and depicted in the plat map on Attachment "1," attached hereto (collectively, the "TCE Area").

	Type of Acquisition	Size of Acquisition
TCE-__	Temporary Construction Easement	. sf
TCE-__	Temporary Construction Easement	_____ sf
	Total sf:	_____ sf

- D. Pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, the Parties to this contract 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 contract.

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 ___ TCE(s) in substantially the form attached as Attachment "2," attached hereto, to grant ___ TCE(s) in, on, over, under, and across the TCE Area to Grantee for use by Grantee and its employees, agents, contractors and consultants, and assigns simultaneous with its execution of this Agreement for a period to commence on _____ and to expire on the earlier of Grantee's completion of the Project, as determined by Grantee, or ___ years thereafter or by no later than _____.

2. GRANTEE agrees to pay GRANTOR for said ___ TCE(s) and rights thereto the total sum of \$____ (____ AND NO 00/100THS DOLLARS) (“Just Compensation”), which is calculated as set forth below. The Compensation shall be paid to GRANTOR within sixty (60) days after the latest to occur of the following: i) Grantor’s execution of the Agreement and the TCE(s), and ii) approval of the acquisition and form of TCE by the GRANTEE’s Board of Supervisors and execution of the Agreement by the GRANTEE’s authorized signatory. In the event GRANTEE does not complete construction of the Project during the initial term of the TCE(s), the parties may amend this Agreement by mutual written agreement to provide for GRANTOR’s grant of ___ new TCE(s) for an extended term.

3. Amount Established as Just Compensation (“Compensation”)

Value of ___-year Temporary Construction Easement (___ sq. ft.) = \$____

Subtotal = \$____

AMOUNT ESTABLISHED AS JUST COMPENSATION: = \$____

4. GRANTOR warrants that there are no oral or written leases on all or any portion of the TCE Area exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE, and its employees, agents, contractors and consultants, and assigns, harmless and reimburse the GRANTEE for any and all of its losses and expenses occasioned by reason of any lease on the TCE 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 ___ TCE(s) and the rights therein, all encumbrances and special assessments that are a lien against the TCE Area, as GRANTEE may require.

6. GRANTOR agrees that GRANTEE may, notwithstanding the prior acceptance of this Agreement, acquire easement rights to the TCE Area by condemnation or other judicial proceedings, in which event GRANTOR agrees to cooperate with GRANTEE in the prosecution of such proceedings; GRANTOR agrees that the Compensation hereinabove stated shall be the full amount of Just Compensation, inclusive of interest, for the acquisition of easement rights to the TCE Area; GRANTOR agrees that the Just Compensation set forth in paragraph 2 hereof constitutes the full compensation amount for the TCE rights therein and shall be prorated among all persons having an interest in the TCE Area as their respective interests may appear; and GRANTOR agrees that the said Compensation shall be in full satisfaction of any and all claims of GRANTOR for payment for the rights in the TCEs and the right to use the TCE Area.

7. Reserved.

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

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 of the TCE(s) acquired in this transaction reflects the fair market value of the TCE Area without the presence of a hazardous substance condition. If the TCE 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 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, 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 to possession and use of the TCE Area by GRANTEE or its employees, agents, contractors and consultants, and assigns, including the right to remove and dispose of existing improvements thereon, shall commence on the commencement date stated in the TCE(s), provided that the amount of funds as specified in paragraph 2 are paid to the grantor(s). 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 commencement date. It is further understood and agreed that the amount payable in Paragraph 2 herein includes compensation in full for the actual possession and use of the TCE Area for the period commencing on _____ and terminating on the earlier of the Grantee's completion of the Project, as determined by Grantee, or ____ years thereafter or by no later than _____. The TCE may also be terminated prior to the expiration of the foregoing term by GRANTEE upon written notice to GRANTOR.

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

12. 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: _____

To GRANTEE: 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
Courtesy copy via email at: brandon.ocasio@res.sbcounty.gov

13. POLITICAL CONTRIBUTIONS: GRANTOR has disclosed to the GRANTEE using Attachment "3", which is attached to Agreement and incorporated herein by reference, whether it has made any campaign contributions of more than \$250 to any member of the GRANTEE'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, or (2) 12 months before the date this contract was approved by the GRANTEE's Board of Supervisors. GRANTOR acknowledges that under Government Code section 84308, GRANTOR is prohibited from making campaign contributions of more than \$250 to any member of the GRANTEE's Board of Supervisors or other County-elected officer for 12 months after the GRANTEE's consideration of this contract.

In the event of a proposed further amendments to this contract, GRANTOR will provide the GRANTEE a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the GRANTEE'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.

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

15. The acquisition of the TCE(s) is subject to approval by the GRANTEE's Board of Supervisors and shall require prior to the execution of this Agreement by the Grantee's authorized signatory. Until such time, that said approval has been obtained and the Agreement has been signed by the GRANTEE's authorized signature, this Agreement and the TCE shall have no legal effect.

GRANTOR(s): Click or tap here to enter text.

By: _____
Date

By: _____
Date

GRANTEE: San Bernardino County

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

Date

ATTACHMENT "1"

Legal Description and Plat Map for TCE

(see following pages)

ATTACHMENT "2"

FORMS OF TEMPORARY CONSTRUCTION EASEMENT for TCE [Click or tap here to enter text.](#)

(see following page)

ATTACHMENT “3”
CAMPAIGN CONTRIBUTION DISCLOSURE

SENATE BILL 1439

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Grantee’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 in a proceeding on the matter; or (c) communicates with Grantee employees, for the purpose of influencing the Grantee’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 Board or Grantee employees for purposes of influencing the Grantee’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 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:

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 \$250, 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 \$250 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

Date

Print Name

Print Entity Name, if applicable