

FORM OF 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 ("Effective Date").

RECITALS

WHEREAS, GRANTEE and GRANTOR entered into an Acquisition Agreement on April 25, 2023 (the "Original Acquisition Agreement") wherein GRANTOR agreed to grant GRANTEE a temporary construction easement over approximately 462 square feet of certain real property owned by GRANTOR (the "Easement Area") on the terms and conditions set forth in the Original Acquisition Agreement for a one-year term effective April 25, 2023 through April 24, 2024 for the GRANTEE's the 35th Street at Elmwood Road Storm Drain Replacement Project ("Project"); and

WHEREAS, on April 25, 2023, GRANTOR executed a Temporary Construction Easement ("TCE-__") granting GRANTEE certain rights for the Project, as set forth in TCE-__, over the Easement Area, as described in TCE-__, for a term of one year from April 25, 2023, through April 24, 2024; and

WHEREAS, the GRANTEE and GRANTOR now desire to enter into this Agreement to provide for the terms and conditions on which GRANTOR will grant a temporary construction easement ("Extended TCE-__") over the Easement Area for the Project for the period from April 25, 2024 through the earlier of GRANTEE's completion of the Project or October 24, 2024 on the terms and conditions as more specifically set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and conditions and the foregoing recitals, which are incorporated herein and made a part hereof, the Parties hereto agree as follows:

1. Subject to the terms set forth herein, hereby agrees to execute a Temporary Construction Easement ("Extended TCE-__") in substantially the form attached as Exhibit "A" to grant a temporary easement in, on, over, under, and across the Easement Area to Grantee and its designees, including (without limitation) Grantee's contractors and consultants, and assigns for a period to commence on April 25, 2024 and to automatically expire on the earlier of completion of the Project or October 24, 2024, GRANTEE shall pay GRANTOR the sum of \$500 (FIVE HUNDRED DOLLARS AND 00/100 DOLLARS) ("Compensation") for Extended TCE-__. The Parties agree that the Compensation constitutes the entire consideration for Extended TCE-__ for the Easement Area for a two-year period and shall relieve the GRANTEE and its agent(s) of all further obligation or claims on this account or on account of Extended TCE-__. The Consideration shall be paid to GRANTOR within (30) days after the latest to occur of the following: i) GRANTOR's execution of the Agreement and the Extended TCE-__, and ii) approval of the Agreement by the GRANTEE's Board of Supervisors and execution by the GRANTEE's authorized signatory.
2. GRANTOR warrants that there are no oral or written leases on all or any portion of the Easement Area exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE, and assigns, harmless and reimburse the GRANTEE for any and all of its losses and expenses occasioned by reason of any lease on the Easement Area held by any tenant of GRANTOR for a period exceeding one month.

3. GRANTOR agrees to use its best efforts to satisfy, of record, at or before conveying Extended TCE-__ for the Easement Area and rights, all encumbrances and special assessments that are a lien against the Easement Area, as GRANTEE may require.

4. GRANTOR agrees that GRANTEE may, notwithstanding the prior acceptance of this Agreement, acquire easement rights to the Easement 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 consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the acquisition of easement rights to the Easement Area; GRANTOR agrees that the consideration recited in paragraph 1 hereof constitutes the full amount of the compensation for the Easement Area and rights and shall be prorated among all persons having an interest in the Easement Area as their respective interests may appear; and GRANTOR agrees that the said consideration shall be in full satisfaction of any and all claims of GRANTOR for payment for the right of occupancy and use hereinafter provided for in paragraph 7.

5. As additional consideration for the payment of the Compensation hereinabove set forth, GRANTOR hereby grants to GRANTEE, 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 the Easement Area from and after execution of this Agreement until such time as Extended TCE -__ is conveyed by GRANTOR and accepted by GRANTEE.

6. 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.

7. GRANTOR hereby represents and warrants that during the period of GRANTOR's ownership of the Easement Area, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the Easement Area. 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 Easement Area which may have occurred prior to GRANTOR taking title to the Easement Area.

The Compensation for the easement interest acquired in this transaction reflects the fair market value of the Easement Area without the presence of a hazardous substance condition. If the Easement Area 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.

8. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Easement Area by GRANTEE 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 1 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

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

10. 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 easement interest herein or this Agreement not expressly contained herein.

11. POLITICAL CONTRIBUTIONS: GRANTOR has disclosed to the COUNTY using Exhibit "B", which is attached to this First Amendment and incorporated herein by reference, whether it has made any campaign contributions of more than \$250 to any member of the 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 County, or (2) 12 months before the date this contract was approved by the County'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 COUNTY's Board of Supervisors or other County-elected officer for 12 months after the COUNTY's consideration of this contract.

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

[SIGNATURES ON THE FOLLOWING PAGE]

The foregoing AGREEMENT is subject to approval by the GRANTEE's Board of Supervisors or a Board-authorized designee and shall become effective and contractually binding only upon such approval and mutual execution by GRANTEE and GRANTOR.

GRANTOR(s):

By: _____
Name Date

GRANTEE: San Bernardino County

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

EXHIBIT "A"

FORM OF TEMPORARY CONSTRUCTION EASEMENT

(see following page)

EXHIBIT "B"

POLITICAL CONTRIBUTIONS

SENATE BILL 1439 GRANTOR INFORMATION REPORT

DEFINITIONS

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

2. Name of Principal (i.e., CEO/President) of GRANTOR, if the individual actively supports the matter and has a financial interest in the decision:

3. Name of agent of GRANTOR:

Company Name	Agent(s)

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact

5. 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 Agent(s): and//or

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes

No

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the COUNTY's Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

8. 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 on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No If **no**, please skip Question No. 9 and sign and date this form.

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

9. Name of COUNTY's 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 COUNTY Board Members/County-elected officer to whom anyone listed made campaign contributions.

By signing the contract, GRANTOR certifies that the statements made herein are true and correct. GRANTOR understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the COUNTY's Board of Supervisors or other County-elected officer while award of this contract is being considered and for 12 months after a final decision by the COUNTY.