

ACQUISITION AGREEMENT

This ACQUISITION AGREEMENT ("Agreement") is made by and between San Bernardino County Fire Protection District ("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 2156 Darby St., Muscoy, California 92407, County of San Bernardino, commonly identified as APN(s) 0268-041-15-0000, 0268-041-18-0000 ("Grantor's Property").
- B. Grantee intends to complete a public project known as the Muscoy Area Pedestrian Improvements Project ("Project"), which generally consists of the installation of pedestrian safety improvements including crosswalks, pedestrian flashing beacons, traffic signage, speed feedback signs, sidewalks, construction of new or replacement of existing curb ramps at various locations in accordance with current design standards and pursuant to the Americans with Disabilities Act (ADA) guidelines, and associated roadway widening.
- C. To complete the Project, the Grantee seeks, and Grantor is willing to grant and convey to the Grantee two temporary construction easements (collectively, "TCE") over portions of the Grantor's Property (collectively, "TCE Area") as the subject area(s) is legally described and depicted in the plats on Attachment "1".
- 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 two TCEs in substantially the respective form attached as Attachment "2" for 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 with the TCE being for a period to commence on October 1, 2025, and to expire on the earlier of Grantee's completion of the Project, as determined by Grantee, or thirty-six (36) months thereafter or by no later than September 30, 2028
2. GRANTEE agrees to pay GRANTOR for said TCE and rights thereto the total sum of **\$ 3,300.00 (Three thousand three hundred00/100 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 the acquisition of the TCE by the GRANTEE's Board of Supervisors, (ii) mutual execution of this Agreement; and (iii) Grantor's execution of the TCE

Value of Two Temporary Construction Easements (1,110 sq. ft.):	=	\$3,300
Administrative Settlement (if applicable)	=	\$0
Subtotal	=	\$3,300
AMOUNT ESTABLISHED AS JUST COMPENSATION:	=	\$3,300

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 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 consideration hereinabove stated shall be the full amount of Just Compensation, inclusive of interest, for the acquisition of the temporary construction easement rights to the TCE Area; GRANTOR agrees that the Just Compensation set forth in Paragraphs 2 and 3 herein constitutes the full Just Compensation amount for the TCE Area and the respective rights therein, which shall be prorated among all persons having an interest in the TCE 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 TCE and to use the TCE 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. 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, 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 TCE acquired in this transaction reflects the TCE Area are 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 of possession and use of the TCE Area by the GRANTEE or its agents, employees, contractors, consultants, and assigns, including the right to remove and dispose of existing improvements thereon, shall commence for the TCE on the commencement date stated in the TCE, 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 and use, including damages, if any, from said commencement date for the respective interests in the TCE. It is further understood and agreed that the amount payable in Paragraphs 2 and 3 herein includes compensation in full for the actual possession and use of the TCE area for the period commencing on October 1, 2025, and terminating on the earlier of Grantee's completion of the Project, as determined by Grantee, or thirty-six (36) months thereafter or by no later than September 30, 2028. The Just Compensation shown in Paragraphs 2 and 3 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said respective commencement date. The TCE may also be terminated prior to the expiration of the foregoing term by GRANTEE upon written notice to the GRANTOR.

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 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: San Bernardino County Fire Protection District
598 S. Tippecanoe Avenue, 2nd Floor
San Bernardino, CA92408

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

14. RESERVED.

15. 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 this Agreement not expressly contained herein.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the dates set forth below.

GRANTOR: San Bernardino County Fire Protection District

By _____ Date _____
Dawn Rowe, Chair, Board of Directors

GRANTEE: San Bernardino County

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

ATTACHMENT "1" LEGAL DESCRIPTIONS AND PLATS OF TCE AREA

(see following page)

SEC 30, T1N, R4W, SBM
DARBY STREET
RIGHT-OF-WAY ACQUISITION
H15130 – TCE – 78
APN 0268-041-15

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

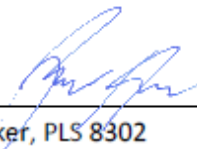
PARCEL "A"

THE SOUTH 15 FEET OF THE EAST 70 FEET OF LOT 338 OF TRACT NO. 2258, IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGES 72 THROUGH 77, INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY.

CONTAINING 1,050 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



Ryan Hunsicker, PLS 8302
Deputy County Surveyor

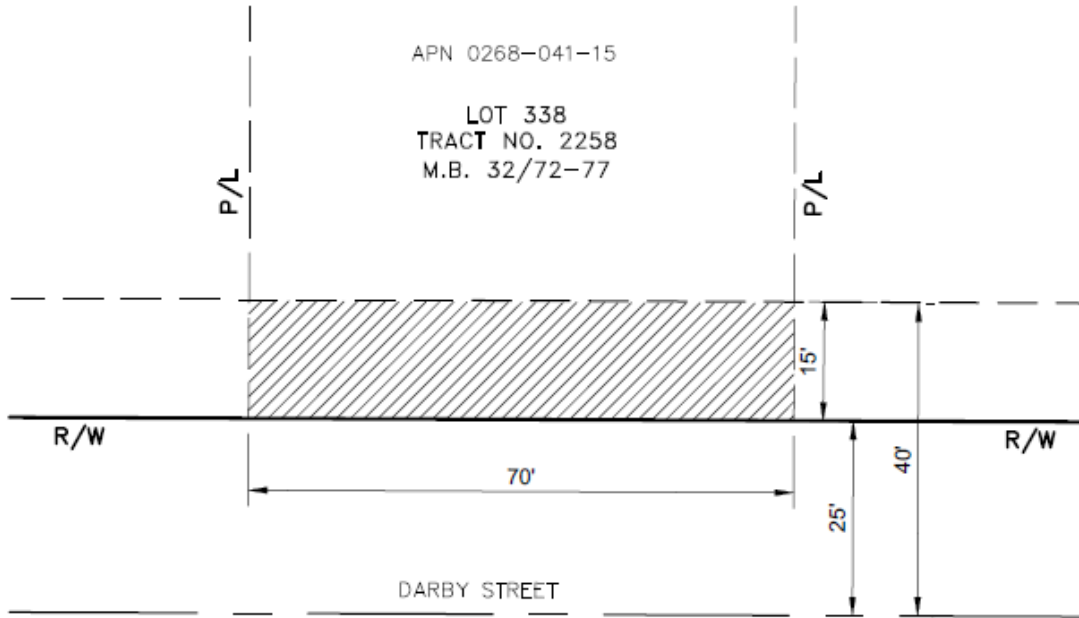
04/25/2024

DATE

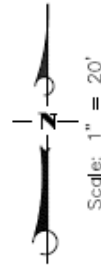


EXHIBIT "B"


Ptn. Lot 338, Tract No. 2258
 Map Book 32 Pages 72-77



04/25/2024



NOTES:
 1. This map has been compiled from record data and other available material and does not represent a field survey.

 - Temporary Construction Easement Area for Improvements
 1050 +/- sq. ft.

San Bernardino County
 Department of Public Works - Transportation

Right-of-Way Plat

DARBY STREET

MUSCOY AREA

W.O. No.	Parcel No.	Owner
H15130	TCE-78	San Bernardino County Fire Protection District

SEC 30, T1N, R4W, SBM
DARBY STREET
RIGHT-OF-WAY ACQUISITION
H15130 – TCE – 77
APN 0268-041-18

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT


PARCEL "A"

THE SOUTH 10 FEET OF THE WEST 6 FEET OF THE EAST 76 FEET OF LOT 338 OF TRACT NO. 2258, IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32, PAGES 72 THROUGH 77, INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY.

CONTAINING 60 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION AND THE ACCOMPANYING EXHIBITS WERE PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



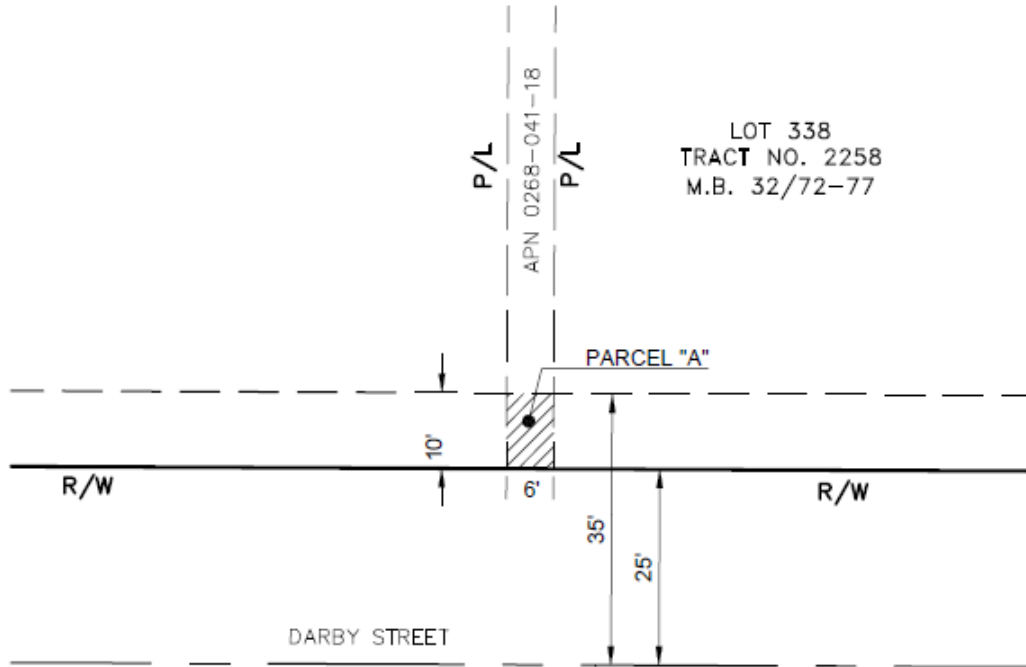
Ryan Hunsicker, PLS 8302 DATE
Deputy County Surveyor



EXHIBIT "B"

Ptn. Lot 338, Tract No. 2258

Map Book 32 Pages 72-77



LOT 338
TRACT NO. 2258
M.B. 32/72-77



04/25/2024



NOTES:

1. This map has been compiled from record data and other available material and does not represent a field survey.



- Temporary Construction Easement Area for Improvements
60 +/- sq. ft.

San Bernardino County
Department of Public Works - Transportation

Right-of-Way Plat

DARBY STREET

MUSCOY AREA

W.O. No.	Parcel No.	Owner
H15130	TCE-77	San Bernardino County Fire Protection District

ATTACHMENT "2"

TEMPORARY CONSTRUCTION EASEMENTS

(see following page)

RECORDING REQUESTED BY:

San Bernardino County
Department of Public Works

WHEN RECORDED MAIL DOCUMENT
and TAX STATEMENT TO:

San Bernardino County
Depart. of Public Works, County Surveyor
825 East Third Street, Room 204
San Bernardino, CA 92415-0835

RECORDER:

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

UNINCORPORATED AREA A.P.N. 0268-041-15 (ptn)	TEMPORARY CONSTRUCTION EASEMENT	DOCUMENT TRANSFER TAX \$ 0.00 Dept. Code : 11700 (Transportation)
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San Bernardino County Fire Protection District

hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, a TEMPORARY CONSTRUCTION EASEMENT for construction purposes over, under and across the following described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall remain in effect for a period not to exceed 36 months, commencing on October 1, 2025 and terminating upon completion of the project known as Muscoy Area Pedestrian Improvements Project, or no later than September 30, 2028.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to the final expiration date of this temporary construction easement, the grantor(s) shall inform, in writing, any and all parties involved in the sale, lease, or rental of this temporary construction easement and associated construction project

_____	_____	_____	_____
Dawn Rowe, Chair	Date		Date
Board of Directors			

_____	_____	_____	_____
Print Name	Date	Print Name	Date

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, 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: 1 N Range: 4 W Section: 30

Road Name(s): Darby Street

Project: Muscoy Area

Work Order No. : H15130

Parcel No. (s) : TCE - 78

A.P.N. (s) : 0268-041-15 (ptn)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

ACKNOWLEDGEMENT

Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

RECORDING REQUESTED BY:

San Bernardino County
Department of Public Works

WHEN RECORDED MAIL DOCUMENT
and TAX STATEMENT TO:

San Bernardino County
Dept. of Public Works, County Surveyor
825 East Third Street, Room 204
San Bernardino, CA 92415-0835

RECORDER:

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

UNINCORPORATED AREA	TEMPORARY CONSTRUCTION EASEMENT	DOCUMENT TRANSFER TAX \$ 0.00
A.P.N. 0268-041-18 (ptn)		Dept. Code : 11700 (Transportation)

San Bernardino County Fire Protection District, Successor in Interest to, County of San Bernardino, a body corporate and politic of the State of California

hereby GRANT(S) to SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, a TEMPORARY CONSTRUCTION EASEMENT for construction purposes over, under and across the following described real property in said County:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND EXHIBIT "B" PLAT ATTACHED.

This Temporary Construction Easement shall remain in effect for a period not to exceed 36 months, commencing on October 1, 2025 and terminating upon completion of the project known as Muscoy Area Pedestrian Improvements Project, or no later than September 30, 2028.

It is understood that in the event the grantor(s) plan to sell, lease or rent the grantor's property prior to the final expiration date of this temporary construction easement, the grantor(s) shall inform, in writing, any and all parties involved in the sale, lease, or rental of this temporary construction easement and associated construction project

_____	_____	_____	_____
Dawn Rowe, Chair	Date		Date
Board of Directors			

_____	_____	_____	_____
Print Name	Date	Print Name	Date

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, 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: 1 N Range: 4 W Section: 30

Road Name(s) : Darby Street

Project: Muscoy Area

Work Order No. : H15130

Parcel No. (s) : TCE - 77

A.P.N. (s) : 0268-041-18 (ptn)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

ACKNOWLEDGEMENT

Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)