

PROJECT: Juniper Elementary Bike/Pedestrian
Improvement Project
A.P.N.: 234-300-25
ADDRESS: 1644-1660 S. Juniper Street
OWNER: Jeramiah J. Jennings and
Bunny R. Campbell

ACQUISITION AGREEMENT

This Acquisition Agreement (“Agreement”) is entered into this ___ day of _____, 2022 by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter called “Buyer”), and Jeramiah J. Jennings and Bunny R. Campbell, as joint tenants (hereinafter called “Seller”), for the acquisition, by Buyer, of certain property as hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, all that certain improvements to real property (hereinafter called “Property”) situated in the City of Escondido, County of San Diego, State of California, and legally described on Exhibit “A” attached hereto and by reference made a part hereof. It is mutually agreed that the performance of this agreement constitutes the entire consideration for said document and shall relieve the Buyer of all further obligation or claims.

2. PURCHASE PRICE.
 - a. The total purchase price, payable in cash through escrow, shall be FIFTY-SEVEN THOUSAND SIX HUNDRED DOLLARS (\$57,600.00).

 - b. Seller agrees that the sum of \$57,600 is just compensation for the following amounts:

Land	\$0
Landscaping and Site Improvements	\$53,500
Severance Damages	\$0
Other (Permit to Enter, Plans/Permits)	\$4,100

3. NOTICES. Any notice that either party is required, or otherwise may desire, to give to the other party, must be in writing and may be given by personal delivery or by mailing the same by registered or certified mail, return receipt requested, to the party to whom the notice is directed at the address of such party set forth at the end of this Agreement, or such other address as the parties may hereinafter designate by giving notice in the manner

provided for herein. Any notice given by mail shall be deemed given forty-eight (48) hours after such notice is deposited in the United States mail, addressed as provided, with postage fully prepaid.

MAILING ADDRESS OF
SELLER: Jeramiah J. Jennings
735 McInain St
Escondido, CA 92027

MAILING ADDRESS OF BUYER:
City of Escondido
201 N Broadway
Escondido, CA 92025

4. WAIVER and RELEASE. Seller hereby waives and releases Buyer from any and all claims for damages, liabilities, losses or injury related to the Property, including, but not limited to, (i) any and all claims concerning the alleged presence or release of any chemical, material, substance, or waste in, on, over, or around the Property, including such claims related to or brought pursuant to any local, state, or federal environmental law or regulation, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., and the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health & Safety Code § 25300 et seq.; and (ii) any and all claims arising from Buyer's acquisition of the Property.
5. COST OF SUIT. In the event of any litigation, arbitration, quasi-judicial, or administrative proceeding between the parties herein to: (1) enforce any provision of this Agreement; (2) enforce any remedy available for default within this Agreement; or (3) seek a declaration of the rights of either party on each party's respective interests in the Property, the prevailing party shall be entitled to recover from the other such attorney's fees and costs as may be reasonably incurred.
6. RIGHT OF ENTRY. Seller hereby grants to Buyer or Buyer's authorized agents permission to enter upon any property adjacent to the Property that is owned by Seller to construct any necessary slopes, grades, drainage structures, utility service connections or relocations, and/or driveway conformances.
7. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
8. SUCCESSORS AND ASSIGNS. The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.
9. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding concerning the subject of this Agreement between the parties, and supersedes and replaces all prior negotiations or proposed agreements, written or oral. Each of the parties acknowledges that no other party, nor the agents nor the attorneys for any party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, and acknowledges that and neither party in executing this Agreement has relied upon any promise, representation, or warranty not contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below.

SELLER

Date: _____

By: _____
Jeramiah J. Jennings

SELLER

Date: _____

By: _____
Bunny R. Campbell

CITY OF ESCONDIDO,
a municipal corporation

Date: _____

By: _____
Paul McNamara, Mayor

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL THAT PORTION OF THE SOUTH HALF OF THE NORTH HALF OF LOT 5, BLOCK 188 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 725, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID LOT 9, THENCE NORTH 78° 29' 20" EAST ALONG THE SOUTHERLY LINE THEREOF A DISTANCE OF 161.00 FEET; THENCE NORTH 11° 30' 40" WEST, 168.00 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTH HALF OF LOT 9; THENCE WESTERLY ALONG SAID NORTH LINE TO THE WEST LINE OF SAID LOT 9; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 9, 168.37 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION GRANTED TO THE CITY OF ESCONDIDO FOR STREET PURPOSES IN DEED RECORDED JANUARY 2, 1975, AS INSTRUMENT NO. 75-000446.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND WATER PIPE LINES AND APPURTENANCES THERETO OVER THAT PORTION OF THE NORTHERLY 25 FEET OF THE ABOVE DESCRIBED SOUTH HALF OF THE NORTH HALF OF SAID LOT 9, LYING EASTERLY OF THE EASTERLY LINE OF PARCEL 1 HEREINABOVE DESCRIBED AND WESTERLY OF A LINE WHICH BEARS SOUTH 11° 29' 30" EAST FROM A POINT IN THE NORTHERLY LINE OF SAID LOT 9, DISTANT THEREON NORTH 78° 30' 30" EAST 220.50 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 9.

Assessor's Parcel Number: 234-300-25