

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 14.

Date: February 16, 2011

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Engineering Services

SUBJECT: Agreement for Acquisition of Real Property - Nordahl Bridge Replacement Project

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2011-22 authorizing the Mayor and City Clerk to execute the Acquisition Agreements for the acquisition of a portion of the property located at 1980 W. Mission Road with Wells-CECO, L.P., in the amount of \$4,500, 2126 W. Mission Road with Richard T. Sokol, Vincent N & Patricia A. Pompo, in the amount of \$2,800 and 2838 Auto Park Way with Robert S. and Pamela A. Bills; in the amount of \$6,100.

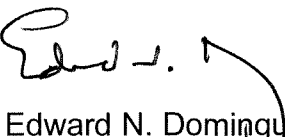
FISCAL ANALYSIS:

Funds for the acquisition of the property rights will be paid out of Transnet Funds.

BACKGROUND:

This action is the acquisition of three of the five partial acquisitions required for construction of the Nordahl Bridge Replacement Project. An independent appraisal report was completed for the portion being acquired. The purchase price is comprised of the appraised fair market value for the property and associated acquisition costs.

Respectfully submitted,



Edward N. Domingue, P.E.
Director of Engineering Services

RESOLUTION NO. 2011-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, AGREEMENTS FOR ACQUISITION OF REAL PROPERTY LOCATED AT 1980 W. MISSION ROAD AND 2838 AUTO PARK WAY; AND AGREEMENTS FOR THE RIGHT TO USE OF REAL PROPERTY FOR 2126 W. MISSION ROAD

(Wells-CECO, L.P.; Richard T. Sokol, Vincent N. and Patricia A. Pompo; and Robert S. and Pamela A. Bills)

WHEREAS, the real property located at 1980 W. Mission Road, Escondido, owned by Wells-CECO L.P.; the real property located at 2126 W. Mission Road, Escondido, owned by Richard T. Sokol, Vincent N. and Patricia A. Pompo; and the real property located at 2838 Auto Park Way, Escondido, owned by Robert S. and Pamela A. Bills, is required for the Nordahl Bridge Replacement Project; and

WHEREAS, the City Council desires at this time, and deems it to be in the best public interest, to approve the Agreement for Acquisition of Real Property from Wells-CECO, L.P. for a price of \$4,500; the Agreement for Right to Use of Real Property from Richard T. Sokol, Vincent N. and Patricia A. Pompo, for a price of \$2,800; and the Agreement for Acquisition of Real Property from Robert S. and Pamela A. Bills for a price of \$6,100, plus escrow and miscellaneous closing costs;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. That the Mayor and City Clerk are authorized to execute, on behalf of the City, the Agreement for Acquisition of Real Property from Wells-CECO L.P. for a price of \$4,500, attached as Exhibit "1" and is incorporated by this reference; the Agreements for Right to Use of Real Property from Richard T. Sokol, and Vincent N. and Patricia A. Pompo, for a price of \$2,800, attached as Exhibit "2" and are incorporated by this reference; and the Agreement for Acquisition of Real Property from Robert S. and Pamela A. Bills for a price of \$6,100, plus escrow and miscellaneous closing costs, attached as Exhibit "3" and is incorporated by this reference.

PROJECT: Nordahl Bridge Replacement Project.
A.P.N.: 228-360-39
ADDRESS: 1980 Mission Road
OWNER: CONTRACTOR EQUIPMENT CORP

AGREEMENT FOR ACQUISITION OF REAL PROPERTY

THIS AGREEMENT is entered into this 11 day of January 2011 by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter called "Buyer"), and the undersigned owner (hereinafter called "Seller"), for the acquisition, by Buyer, of certain real 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 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.

2. **PURCHASE PRICE.**

- a. The total purchase price, payable in cash through escrow, shall be FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500).
- b. Seller agrees that the sum of \$4,500 is just compensation for: 1) acquisition of the Property, and 2) each of the items listed below in 2.b. (i). Seller further agrees that the purchase price includes the following amounts:

(i) Land	\$2,500
Temporary Construction Easement	\$1,968
Landscaping and Site Improvements	\$0
Severance Damages	\$0
Other	\$0

3. **CONVEYANCE OF TITLE.** Seller agrees to convey by Grant Deed to Buyer marketable fee title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, covenants, conditions, restrictions, and taxes, EXCEPT:

- a. Taxes as per Section 4986 of the Revenue and Taxation Code.

- b. Public and quasi-public utility, alley and street easements and rights-of-way record.
 - c. Items numbered 7 & 9 of the title report number 78002589 and items numbered 8, 9, 11 & 12 of the title report number 78002590, both dated December 10, 2007, and issued by Chicago Title Company.
4. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Chicago Title, Escondido Escrow Division, hereinafter called "Escrow Agent."

This Agreement constitutes the joint escrow instructions of Buyer and Seller. The Escrow Agent, to whom these instructions are delivered, is hereby empowered to act under this Agreement.

Seller will execute and deposit with Escrow Agent, a deed, to Buyer. As soon as the Escrow Agent has received the Seller's deed, but not earlier than thirty days prior to the scheduled escrow closing date, Buyer agrees to deposit, with the Escrow Agent, the purchase price for the Property. Seller and Buyer both agree to deposit, with Escrow Agent, any additional instruments as are necessary.

Insurance policies for fire or casualty are not to be transferred, and Seller shall cancel his own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) (may be transferred to any other such trust escrow account or accounts) and all disbursements shall be made by check of said Escrow Agent.

Taxes for the fiscal year in which this escrow closes shall be cleared and paid by Seller in the manner required by Section 4986 of the Revenue and Taxation Code, if unpaid at the close of escrow. This provision will apply to escrows closing between July 1 and October 20.

ESCROW AGENT IS AUTHORIZED TO:

- a. Pay and charge Seller for any unpaid (applies to period October 21 to June 30) and/or delinquent taxes and any penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- b. Pay and charge Seller for any amount necessary to place title in the condition necessary to satisfy paragraph 3 of this Agreement;
- c. Pay and charge Buyer for any usual escrow fees, charges, and costs payable under paragraph 6 of this Agreement;
- d. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

If this escrow is not in condition (except for deposit of money by Buyer, which shall be made upon demand of Escrow Agent) to close within sixty days from date of these instructions, any party who then shall have fully complied with these instructions, may, in writing, demand the return of his money or Property; but, if none have complied, no demand for return thereof shall be recognized until five days after Escrow Agent shall have mailed copies of such escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers or documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing this escrow as soon as possible.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

Responsibility of the Escrow Agent under this Agreement is expressly limited to paragraphs 1-6 inclusive and to its liability under any policy of title insurance issued in regard to this transaction.

5. TITLE INSURANCE POLICY. Escrow Agent, following recording of deed to Buyer, shall provide Buyer with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$4,500 issued by Chicago Title Company showing title to Property vested in Buyer subject only to the exceptions set forth in paragraph 3 and the printed exceptions and stipulations in said policy.
6. ESCROW FEES, CHARGES AND COSTS. Buyer shall pay: escrow and recording fees incurred in this transaction; Buyer's title insurance premium charge; and documentary stamp tax, if required. Said escrow and recording charges shall not include: reconveyance fees; trustees' fees; forwarding fees; or prepayment charges for any full or partial reconveyance or full or partial release of any mortgage or deed of trust. Pursuant to California Code of Civil Procedure Section 1265.240, no prepayment penalty is required to be paid where property is required for a public use.
7. PERMISSION TO ENTER ON PREMISES. It is mutually understood and agreed by and between the parties hereto that notwithstanding other provisions of this contract the right of possession and use of the subject property by the Buyer, including the right to remove and dispose of improvements shall commence upon execution of this Agreement by the Seller, so that 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 date.
8. LEASES. Seller warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Seller further agrees to hold the Buyer harmless and reimburse the Buyer for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant or grantor for a period exceeding one month.

9. MAINTENANCE. During escrow, Seller will maintain the property in good condition and repair.
10. NOTICES. Any notice, which either party 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.
11. 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, claims arising from Buyer's acquisition of the Property.
12. COST OF SUIT. In the event of any litigation, arbitration, any quasi-judicial, or administrative proceeding between the parties herein to: (1) enforce any provision of this Agreement; (2) enforce any remedy available under 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.
13. RIGHT OF ENTRY. Seller hereby grants to Buyer or Buyer's authorized agents permission to enter upon Seller's remaining property to construct any necessary slopes, grades, drainage structures, utility service connections or relocations, and/or driveway conformances.
14. 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.
15. 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.

This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.

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

Dated: 1-11-2011

SELLER

MAILING ADDRESS OF SELLER:

Contractor Equip. Corp.
Lloyd H. Wells
17083 Old Coach Road
Poway, CA 92064

Lloyd H. Wells

PRESIDENT

Dated: _____

CITY OF ESCONDIDO
a municipal corporation

MAILING ADDRESS OF BUYER:

City of Escondido
201 North Broadway
Escondido, CA 92025

BY: _____

Mayor

City Clerk

EXHIBIT "A"
PERMANENT ACQUISITION
APN 228-360-39

THAT PORTION OF THE NORTHEASTERLY 175.00 FEET OF LOT 8 IN BLOCK 7, RANCHO LOS VALLECITOS DE SAN MARCOS, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 806, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 1895, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PUBLIC STREET EASEMENT GRANTED TO THE CITY OF ESCONDIDO RECORDED FEBRUARY 18, 1992 AS DOCUMENT NO. 1992-0085872 OF OFFICIAL RECORDS;

1. THENCE ALONG THE NORTHERLY LINE OF LAND PER DEED RECORDED JULY 13, 1987 AS DOCUMENT NO. 87-391786 OF OFFICIAL RECORDS NORTH 81°35'07" EAST 2.96 FEET;
2. THENCE LEAVING SAID NORTHERLY LINE SOUTH 27°39'01" WEST 32.30 FEET TO THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 175 FEET OF SAID LOT 8;
3. THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 62°23'17" WEST 2.39 FEET TO THE SOUTHEASTERLY LINE OF SAID PUBLIC STREET EASEMENT;
4. THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 27°39'13" EAST 30.56 FEET TO THE POINT OF BEGINNING.

AREA = 75 SQUARE FEET, MORE OR LESS.


MICKEY B. AGUIRRE RCE 27648
EXP. 3-31-12

6-11-10



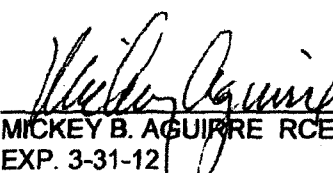
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 228-360-39

THAT PORTION OF THE NORTHEASTERLY 175.00 FEET OF LOT 8 IN BLOCK 7, RANCHO LOS VALLECITOS DE SAN MARCOS, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 806, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 1895, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PUBLIC STREET EASEMENT GRANTED TO THE CITY OF ESCONDIDO RECORDED FEBRUARY 18, 1992 AS DOCUMENT NO. 1992-0085872 OF OFFICIAL RECORDS; THENCE ALONG THE NORTHERLY LINE OF LAND PER DEED RECORDED JULY 13, 1987 AS DOCUMENT NO. 87-391786 OF OFFICIAL RECORDS NORTH 81°35'07" EAST 2.96 FEET TO THE TRUE POINT OF BEGINNING;

1. THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 81°35'07" EAST 21.80 FEET TO AN ANGLE POINT THEREIN;
2. THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 72°13'54" EAST 31.49 FEET;
3. THENCE LEAVING SAID NORTHERLY LINE SOUTH 17°40'34" WEST 5.00 FEET;
4. THENCE NORTH 72°13'54" WEST 30.67 FEET;
5. THENCE SOUTH 80°57'55" WEST 14.66 FEET;
6. THENCE SOUTH 27°39'01" WEST 31.59 FEET TO THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 175 FEET OF SAID LOT 8;
7. THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 62°23'17" WEST 7.54 FEET;
8. THENCE LEAVING SAID SOUTHERLY LINE NORTH 27°39'01" EAST 32.30 FEET TO THE TRUE POINT OF BEGINNING.

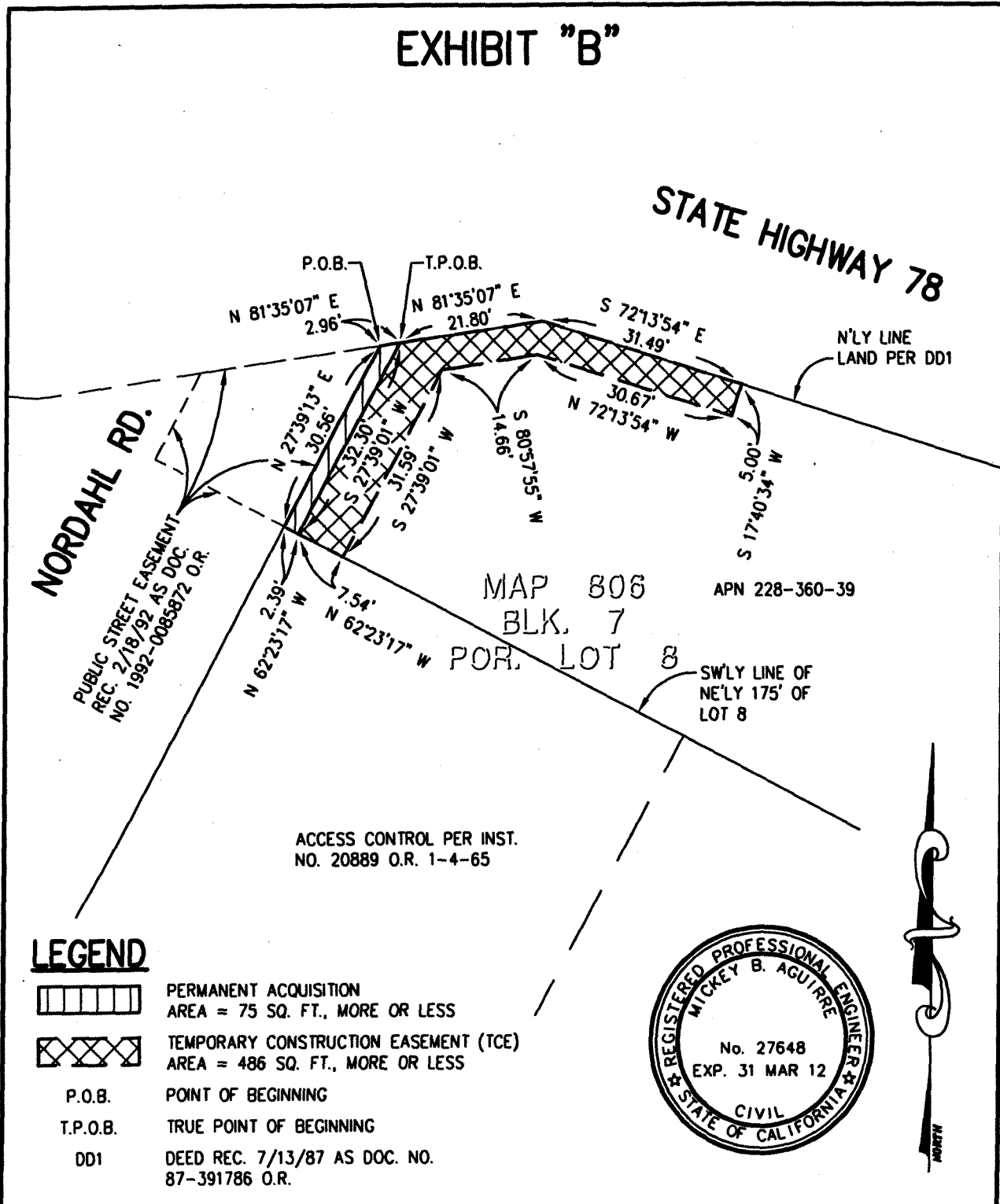
AREA = 486 SQUARE FEET, MORE OR LESS.


MICKEY B. AGUIRRE RCE 27648
EXP. 3-31-12

6-11-10



EXHIBIT "B"



REVISED BY	KA	DATE	6-15-10	CITY OF ESCONDIDO	SCALE	1" = 20'
APPROVED BY		DATE			REF.	
CHECKED BY	MA	DATE	6-10-10		TRACING NO.	
DRAWN BY	KA	DATE	6-10-10			
				EXHIBIT "B"		
				PERMANENT ACQUISITION AND		
				TEMPORARY CONSTRUCTION EASEMENT		
				APN 228-360-39		

PROJECT: Nordahl Bridge Replacement Project.
A.P.N.: 226-112-31
ADDRESS: 2126 Mission Road
OWNER: RICHARD T. SOKOL, VINCENT N. &
PATRICIA A. POMPO

AGREEMENT FOR RIGHT TO USE OF REAL PROPERTY

THIS AGREEMENT is entered into this 2 day of Feb-2 Richard Sokol by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter called "CITY"), and the undersigned owner (hereinafter called "Owner"), for the right to use, by CITY, certain real property as hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO CONVEY EASEMENT.** Owner agrees to convey to CITY and CITY agrees to acquire from Owner, a Temporary Construction Easement (TCE), upon the terms and for the consideration set forth in this Agreement, for rights to use all that certain 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, for the purpose of completing the Nordahl Bridge Replacement Project (the "Project").

2. **EASEMENT COMPENSATION.**

- a. The total compensation for TCE use, payable in cash, shall be TWO THOSAND AND EIGHT HUNDRED DOLLARS (\$2,800).
- b. Owner agrees that the sum of \$2,800 is just compensation for: 1) CITY's use of the TCE on the Property, and 2) each of the items listed below in 2.b. (i). Owner further agrees that the compensation includes the following amounts:

(i) Land	\$0
Temporary Construction Easement	\$2,300
Landscaping and Site Improvements	\$0
Severance Damages	\$0
Misc. Cost	\$500

3. **PERMISSION TO ENTER ON PREMISES.** It is mutually understood and agreed by and between the parties hereto, that notwithstanding other provisions of this contract, the right

of possession and use of the subject Property by the CITY shall continue for eighteen (18) months after CITY provides Owner with a 30 day notice of the start of construction or until the filing of a Notice of Completion by the City Engineer for the Project, whichever date or event first occurs, so that the amount shown in Paragraph 2 herein includes, but is not limited to, full payment for such possession and use of the Property.

4. MAINTENANCE. CITY shall, upon termination of the TCE , to the best of its ability, return Owner's property to a condition as good or better than that which existed prior to CITY's use.
5. NOTICES. Any notice, which either party 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.
6. COST OF SUIT. In the event of any litigation, arbitration, any quasi-judicial, or administrative proceeding between the parties herein to: (1) enforce any provision of this Agreement; (2) enforce any remedy available under 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.
7. RIGHT OF ENTRY. CITY shall install temporary fencing with barbed wire top at Owners northern property line. CITY shall replace existing pole mounted barb wire barricade adjacent to the fence upon completion of the Project or expiration of the permit, whichever date or event first occurs. Owner hereby grants to CITY, or CITY's authorized agents, permission to enter upon Owner's remaining property to construct any necessary slopes, grades, drainage structures, utility service connections or relocations.
8. 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.

9. 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.

This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.

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

Dated: Feb 2 - 2011

OWNER

MAILING ADDRESS OF OWNER:

Richard T. Sokol, Vincent N &
Patricia A. Pompo
1025 Guildford Court
Encinitas, CA 92024

Richard T. Sokol
Richard T. Sokol

Vincent N. Pompo

Patricia A. Pompo

CITY

Dated: _____

CITY OF ESCONDIDO
a municipal corporation

MAILING ADDRESS OF CITY:

City of Escondido
201 North Broadway
Escondido, CA 92025

BY:

Mayor

City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
Jeffrey R. Epp, City Attorney
By: _____

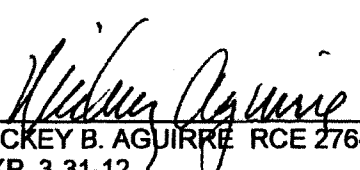
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 226-112-31

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 1074, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 1, 1972 AS INSTRUMENT NO. 293083 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2;

1. THENCE ALONG THE NORTHEASTERLY LINE THEREOF SOUTH 57°02'12" EAST 69.43 FEET TO AN ANGLE POINT THEREIN;
2. THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE SOUTH 47°10'54" EAST 39.94 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 2;
3. THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 36°40'36" WEST 5.03 FEET;
4. THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 47°10'54" WEST 40.05 FEET;
5. THENCE NORTH 57°02'12" WEST 69.32 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 2;
6. THENCE ALONG SAID NORTHWESTERLY LINE NORTH 36°40'36" EAST 5.01 FEET TO THE POINT OF BEGINNING.

AREA = 547 SQUARE FEET, MORE OR LESS.


MICKEY B. AGUIRRE RCE 27648
EXP. 3-31-12

6-10-10



PROJECT: Nordahl Bridge Replacement Project.
A.P.N.: 226-112-31
ADDRESS: 2126 Mission Road
OWNER: RICHARD T. SOKOL, VINCENT N. &
PATRICIA A. POMPO

AGREEMENT FOR RIGHT TO USE OF REAL PROPERTY

THIS AGREEMENT is entered into this 3rd day of February-11 by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter called "CITY"), and the undersigned owner (hereinafter called "Owner"), for the right to use, by CITY, certain real property as hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **AGREEMENT TO CONVEY EASEMENT.** Owner agrees to convey to CITY and CITY agrees to acquire from Owner, a Temporary Construction Easement (TCE), upon the terms and for the consideration set forth in this Agreement, for rights to use all that certain 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, for the purpose of completing the Nordahl Bridge Replacement Project (the "Project").

2. **EASEMENT COMPENSATION.**

- a. The total compensation for TCE use, payable in cash, shall be TWO THOSAND AND EIGHT HUNDRED DOLLARS (\$2,800).
- b. Owner agrees that the sum of \$2,800 is just compensation for: 1) CITY's use of the TCE on the Property, and 2) each of the items listed below in 2.b. (i). Owner further agrees that the compensation includes the following amounts:

(i) Land	\$0
Temporary Construction Easement	\$2,300
Landscaping and Site Improvements	\$0
Severance Damages	\$0
Misc. Cost	\$500

3. **PERMISSION TO ENTER ON PREMISES.** It is mutually understood and agreed by and between the parties hereto, that notwithstanding other provisions of this contract, the right

of possession and use of the subject Property by the CITY shall continue for eighteen (18) months after CITY provides Owner with a 30 day notice of the start of construction or until the filing of a Notice of Completion by the City Engineer for the Project, whichever date or event first occurs, so that the amount shown in Paragraph 2 herein includes, but is not limited to, full payment for such possession and use of the Property.

4. MAINTENANCE. CITY shall, upon termination of the TCE , to the best of its ability, return Owner's property to a condition as good or better than that which existed prior to CITY's use.
5. NOTICES. Any notice, which either party 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.
6. COST OF SUIT. In the event of any litigation, arbitration, any quasi-judicial, or administrative proceeding between the parties herein to: (1) enforce any provision of this Agreement; (2) enforce any remedy available under 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.
7. RIGHT OF ENTRY. CITY shall install temporary fencing with barbed wire top at Owners northern property line. CITY shall replace existing pole mounted barb wire barricade adjacent to the fence upon completion of the Project or expiration of the permit, whichever date or event first occurs. Owner hereby grants to CITY, or CITY's authorized agents, permission to enter upon Owner's remaining property to construct any necessary slopes, grades, drainage structures, utility service connections or relocations.
8. 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.

9. 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.

This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.

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

Dated: February 3rd 2011 OWNER

MAILING ADDRESS OF OWNER:

Richard T. Sokol, Vincent N &
Patricia A. Pompo
1025 Guildford Court
Encinitas, CA 92024

Richard T. Sokol

Vincent N. Pompo
Vincent N. Pompo

Patricia A. Pompo
Patricia A. Pompo

CITY

Dated: _____

CITY OF ESCONDIDO
a municipal corporation

MAILING ADDRESS OF CITY:

City of Escondido
201 North Broadway
Escondido, CA 92025

BY:

Mayor

City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
Jeffrey R. Epp, City Attorney
By: _____

ACKNOWLEDGMENT

State of California
County of SAN DIEGO

On FEBRUARY 3, 2011 before me, SCOTT LEACH Notary Public
(insert name and title of the officer)

personally appeared VINCENT M. POMPO AND PATRICIA A. POMPO,
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)



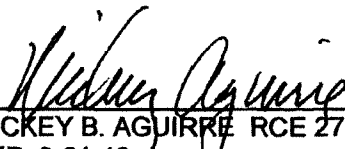
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 226-112-31

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 1074, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 1, 1972 AS INSTRUMENT NO. 293083 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2;

1. THENCE ALONG THE NORTHEASTERLY LINE THEREOF SOUTH 57°02'12" EAST 69.43 FEET TO AN ANGLE POINT THEREIN;
2. THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE SOUTH 47°10'54" EAST 39.94 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 2;
3. THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 36°40'36" WEST 5.03 FEET;
4. THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 47°10'54" WEST 40.05 FEET;
5. THENCE NORTH 57°02'12" WEST 69.32 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 2;
6. THENCE ALONG SAID NORTHWESTERLY LINE NORTH 36°40'36" EAST 5.01 FEET TO THE **POINT OF BEGINNING.**

AREA = 547 SQUARE FEET, MORE OR LESS.


MICKEY B. AGUIRRE RCE 27648
EXP. 3-31-12

6-10-10



PROJECT: Nordahl Bridge Replacement Project.
A.P.N.: 228-360-38
ADDRESS: 2838 Auto Park Way
OWNER: ROBERT S. & PAMELA A. BILLS.

AGREEMENT FOR ACQUISITION OF REAL PROPERTY

THIS AGREEMENT is entered into this 20th day of January, 2011 by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter called "Buyer"), and the undersigned owner (hereinafter called "Seller"), for the acquisition and temporary use, by Buyer, of certain real 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 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.
2. **PURCHASE PRICE.**
 - a. The total purchase price payable in cash shall be SIX THOUSAND ONE HUNDRED DOLLARS (\$6,100).
 - b. Seller agrees that the sum of \$6,100 is just compensation for: 1) acquisition of the Property referenced as Land below, and 2) each of the items listed below in 2.b. (i). Seller further agrees that the purchase price includes the following amounts:

(i) Land	\$225
Temporary Construction Easement	\$5,340
Landscaping and Site Improvements	\$0
Severance Damages	\$0
Miscellaneous fees	\$500
 - c. The parties shall agree upon a date for payment of the purchase price by Buyer and concurrent delivery of an executed Grant Deed and Temporary Construction Easement by Seller, which shall occur within sixty (60) days of the execution of this agreement by Buyer and Seller.

3. **CONVEYANCE OF TITLE.** Seller agrees to convey by Grant Deed to Buyer marketable fee title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, covenants, conditions, restrictions, and taxes, EXCEPT:
- a. Taxes as per Section 4986 of the Revenue and Taxation Code.
 - b. Public and quasi-public utility, alley and street easements and rights-of-way record.
 - c. All items listed on Schedule B of the Preliminary Title Report No. 930020311-U5078002589, dated May 26, 2010 and issued by Chicago Title Company.

Seller shall execute a Temporary Construction Easement to convey a temporary right to use the property described on Exhibit "A" TEMPORARY CONTRUCTION EASEMENT

4. **TITLE INSURANCE POLICY.** Buyer, at Buyers sole option and cost, may obtain a CLTA Standard Coverage Policy of Title Insurance in the amount of \$5,600 issued by Chicago Title Company showing title to Property vested in Buyer subject only to the exceptions set forth in paragraph 3 and the printed exceptions and stipulations in said policy.
5. **CHARGES AND COSTS.** Buyer shall pay: recording fees incurred in this transaction; Buyer's title insurance premium charge, if any; and documentary stamp tax, if required. Said recording charges shall not include: reconveyance fees; trustees' fees; forwarding fees; or prepayment charges for any full or partial reconveyance or full or partial release of any mortgage or deed of trust. Pursuant to California Code of Civil Procedure Section 1265.240, no prepayment penalty is required to be paid where property is required for a public use.
6. **PERMISSION TO ENTER ON PREMISES.** It is mutually understood and agreed by and between the parties hereto that notwithstanding other provisions of this Agreement, the right of possession and use of the subject property by the Buyer, shall commence upon the payment of just compensation by Buyer to Seller, so that the amount shown in paragraph 2 herein includes, but is not limited to, full payment for such possession and use.
7. **NOTICES.** Any notice, which either party 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.
8. **COST OF SUIT.** In the event of any litigation, arbitration, any quasi-judicial, or administrative proceeding between the parties herein to: (1) enforce any provision of this Agreement; (2) enforce any remedy available under 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.

9. **RIGHT OF ENTRY.** Seller hereby grants to Buyer or Buyer's authorized agents permission to enter upon Seller's remaining property to construct any necessary slopes, grades, drainage structures, utility service connections or relocations, and/or driveway conformances. Such entry shall not interfere with or disrupt business operations on the remaining property.
10. **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.
11. 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.

This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.

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

Dated: 1-20-2011

SELLER

MAILING ADDRESS OF SELLER:

Robert S. & Pamela A. Bills.
P.O. Box 9915
Rancho Santa Fe, CA 92067

Robert S. Bills
Pamela A. Bills

Dated: _____

CITY OF ESCONDIDO
a municipal corporation

MAILING ADDRESS OF BUYER:

City of Escondido
201 North Broadway
Escondido, CA 92025

BY:

Mayor

City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Jeffrey R. Epp, City Attorney

By: _____

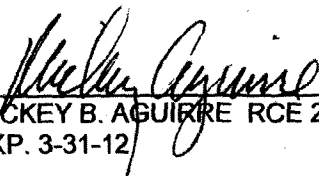
EXHIBIT "A"
PERMANENT ACQUISITION
APN 228-360-38

THAT PORTION OF LOT 8 IN BLOCK 7 OF THE RANCHO LOS VALLECITOS DE SAN MARCOS, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 806, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 1895, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PUBLIC STREET EASEMENT GRANTED TO THE CITY OF ESCONDIDO RECORDED NOVEMBER 12, 1991 AS DOCUMENT NO. 1991-0582407 OF OFFICIAL RECORDS;

1. THENCE ALONG THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 175 FEET OF SAID LOT 8 SOUTH 62°23'17" EAST 2.39 FEET;
2. THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 27°39'01" WEST 2.22 FEET;
3. THENCE NORTH 62°20'59" WEST 2.39 FEET TO THE SOUTHEASTERLY LINE OF SAID PUBLIC STREET EASEMENT;
4. THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 27°39'13" EAST 2.22 FEET TO THE POINT OF BEGINNING.

AREA = 5 SQUARE FEET, MORE OR LESS.


MICKEY B. AGUIRRE RCE 27648
EXP. 3-31-12

6-11-10



Resolution No. 2011-22

EXHIBIT 3

Page 5 of 6

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
APN 228-360-38

THAT PORTION OF LOT 8 IN BLOCK 7 OF THE RANCHO LOS VALLECITOS DE SAN MARCOS, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 806, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 1895, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

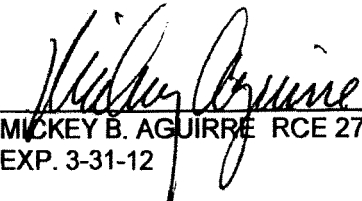
BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PUBLIC STREET EASEMENT GRANTED TO THE CITY OF ESCONDIDO RECORDED NOVEMBER 12, 1991 AS DOCUMENT NO. 1991-0582407 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 175 FEET OF SAID LOT 8 SOUTH 62°23'17" EAST 2.39 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE SOUTH 62°23'17" EAST 7.54 FEET;
2. THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 27°39'01" WEST 12.90 FEET TO THE BEGINNING OF A NON-TANGENT 15.00-FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 11°17'34" WEST;
3. THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°31'06" A DISTANCE OF 12.70 FEET;
4. THENCE SOUTH 30°11'20" WEST 43.79 FEET TO THE BEGINNING OF A TANGENT 571.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
5. THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°44'46" A DISTANCE OF 87.16 FEET;
6. THENCE SOUTH 38°56'06" WEST 16.65 FEET;
7. THENCE SOUTH 51°03'54" EAST 7.00 FEET;
8. THENCE SOUTH 38°56'06" WEST 22.44 FEET;
9. THENCE NORTH 51°05'25" WEST 10.00 FEET TO THE SOUTHEASTERLY LINE OF SAID PUBLIC STREET EASEMENT;
10. THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 38°56'06" EAST 39.10 FEET TO THE BEGINNING OF A TANGENT 568.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;
11. THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°16'53" A DISTANCE OF 111.84 FEET;
12. THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 27°39'13" EAST 40.17 FEET;
13. THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 62°20'59" EAST 2.39 FEET;
14. THENCE NORTH 27°39'01" EAST 2.22 FEET TO THE **TRUE POINT OF BEGINNING**.

EXHIBIT A

Page 3 of 3

AREA = 879 SQUARE FEET, MORE OR LESS.



MICKEY B. AGUIRRE RCE 27648
EXP. 3-31-12

6-11-10



Resolution No. 2011-22
EXHIBIT 3
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