

AGREEMENT FOR EQUITY EXCHANGE

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This Agreement for Equity Exchange ("**Agreement**") is entered into as of _____, 2009, by and between THE JUDICIAL COUNCIL OF CALIFORNIA (the "**Council**"), ADMINISTRATIVE OFFICE OF THE COURTS (together with the Council, the "**AOC**"), and THE COUNTY OF EL DORADO, a political subdivision of the State of California (the "**County**"). In this Agreement, the AOC and the County are sometimes individually referred to as a "**Party**" and together referred to as the "**Parties**".

RECITALS

A. Capitalized terms used, but not defined, in these Recitals to this Agreement shall have the meanings given to them in section 2 of this Agreement.

B. Pursuant to the Act, on or about December 29, 2008, the AOC and the County entered into that certain Transfer Agreement with respect to the El Dorado Center Court Facility within the El Dorado Center Building.

C. Pursuant to the Transfer Agreement, effective on December 29, 2008, the County transferred to the AOC responsibility for funding and operation of the El Dorado Center Court Exclusive-Use Area within the El Dorado Center Building (the "**Transfer of Responsibility**").

D. Pursuant to the Transfer Agreement, the County and the AOC entered into the El Dorado Center JOA, which sets forth the terms and conditions for the shared occupancy and use of the El Dorado Center Real Property by the County and the Court, and for the shared possession and Operation of, and the sharing of costs for, the El Dorado Center Real Property by the County and the AOC, from and after the completion of the Transfer of Responsibility.

E. The County owns the Juvenile Hall Land, which is described on **Exhibit "A"** to this Agreement. The Juvenile Hall Land is improved with, among other things, the Juvenile Hall Building.

F. The Parties have now determined that it is in their mutual best interests, and in the best interests of the citizens of the County, for the Court to relocate its operations from the El Dorado Center Building to the Juvenile Hall Building.

G. In furtherance of the Parties' desire that the Court relocate into the Juvenile Hall Building, the AOC desires to release, relinquish, and transfer to the County all of the AOC's Equity interest and rights in the El Dorado Center Real Property arising from the Act, the Transfer Agreement, and/or the Transfer of Responsibility, and the County desires to release, relinquish, and transfer to the AOC certain Equity interest and rights in the Juvenile Hall Real Property, as more fully described in this Agreement.

H. The AOC and the County are entering into this Agreement for the purpose of memorializing the terms and conditions for implementing such Equity Exchange.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The above Recitals to this Agreement are true and correct and are fully incorporated into this Agreement for all purposes.

2. **Definitions.** In addition to the terms defined in the Preamble, Recitals, and other sections of this Agreement, the following capitalized terms will have the following meanings as and when used in this Agreement:

“**Act**” means the Trial Court Facilities Act of 2002 (including Government Code sections 70301-70404) as of the Effective Date.

“**AOC Authorized Signatory**” means the AOC’s Senior Manager, Business Services, Grant Walker, or any other person to whom the AOC has delegated signature authority.

“**AOC Claim**” means any demand, complaint, cause of action, or claim alleging or arising from acts, errors, omissions, or negligence of the Court in the administration and performance of judicial operations in the El Dorado Center Court Facility and/or the Juvenile Hall Court Facility (e.g., allegations of civil rights violations made by a third party against a Court employee), in each case during the period that such Court Facility was or is occupied by the Court.

“**Building**” means either the El Dorado Center Building or the Juvenile Hall Building, as determined by the context in which the term is used, and “**Buildings**” means the El Dorado Center Building and the Juvenile Hall Building, together.

“**Building Equipment**” means any and all installed equipment and systems that serve a Building, but shall not include any installed systems or equipment that exclusively serve the Exclusive-Use Area of only one party in a Building.

“**Building Software**” means any software program that is owned by or licensed to the County for the Operation of any part of a Building or the Building Equipment in or serving a Building.

“**CFP**” means the county facilities payment that the County must pay to the State Controller pursuant to Article 5 of the Act, in connection with each court facility that the County transferred to the Council under the Act.

“County Authorized Signatory” means the Chair of the County’s Board of Supervisors.

“County Authorizing Document” means a certified copy of a resolution or order of the County’s Board of Supervisors authorizing (1) the County Authorized Signatory to execute this Agreement and the Exchange Closing Documents on behalf of the County; and (2) the County to deliver and perform this Agreement and the Exchange Closing Documents.

“County Parties” means the County, its elected and appointed officials, officers, agents, and employees.

“Court” means the Superior Court of California, County of El Dorado.

“Court Facility” means either the El Dorado Center Court Facility or the Juvenile Hall Court Facility, as determined by the context in which the term is used.

“Court Parking Lot” means that certain surface parking lot located on the Juvenile Hall Land to the east of the Juvenile Hall Building, as shown on the site plan of the Juvenile Hall Real Property attached to this Agreement as **Exhibit “E”**.

“Dispute” means each and every pending or threatened claim, liability, litigation, arbitration, mediation, administrative proceeding, settlement negotiation, or other dispute-resolution proceeding that is: (a) related to the El Dorado Center Real Property and existing as of the Effective Date; or (b) related to the Juvenile Hall Real Property and existing on or after the Effective Date; but excludes all AOC Claims. A list of all Disputes pertaining to the El Dorado Center Real Property or the Juvenile Hall Real Property on the Effective Date is attached as **Exhibit “H”** to this Agreement.

“Effective Date” means the date on which this Agreement and the Exchange Closing Documents are signed by the last of the Parties to sign, and is the date on which the Equity Exchange will take effect.

“El Dorado Center Building” means the building situated on the El Dorado Center Land, having the street address of 3368 Lake Tahoe Boulevard, South Lake Tahoe, California 96150, in which the El Dorado Center Court Exclusive-Use Area is located on the Effective Date.

“El Dorado Center Court Exclusive-Use Area” means the 3,410 square feet of the floor space in the El Dorado Center Building that are exclusively occupied and used by the Court on the Effective Date, as depicted on **Exhibit “C”** to this Agreement. The El Dorado Center Court Exclusive-Use Area comprises approximately 21.40 percent of the Total Exclusive-Use Area within the El Dorado Center Building.

“El Dorado Center Court Facility” means, as of the Effective Date, the El Dorado Center Court Exclusive-Use Area within the El Dorado Center Building, together with the State Parties’ non-exclusive right to occupy and use certain common areas of the El Dorado Center Real Property (as more fully described in the Transfer Agreement), and the State Parties’ non-exclusive right to enter, exit, pass over, and pass through the El Dorado Center Land as necessary to access the El Dorado Center Court Facility and the El Dorado Center Provided Court Parking in the El Dorado Center Parking Area, all as more fully described in the Transfer Agreement.

“El Dorado Center Intangible Personal Property” means any and all of the AOC’s: (1) contract rights and commitments related to the El Dorado Center Real Property; (2) warranties, permits, licenses, certificates, guaranties, and suretyship agreements and arrangements, and indemnification rights in favor of the AOC with respect to the El Dorado Center Real Property; (3) commitments, deposits, and rights for utilities exclusively relating to the El Dorado Center Real Property; (4) engineering, accounting, title, legal, and other technical or business data exclusively concerning the El Dorado Center Real Property; (5) deposits, deposit accounts, and escrow accounts arising from or related to any transactions exclusively related to the El Dorado Center Real Property, and rights to receive refunds or rebates of impact fees, assessments, charges, premiums, or other payments in respect of the El Dorado Center Real Property, if these refunds or rebates relate to the period on or after the Effective Date; or (7) all other intangible rights, interests, and claims belonging to the AOC that are exclusively a part of or related to the El Dorado Center Real Property.

“El Dorado Center JOA” means the Joint Occupancy Agreement between the AOC and the County for the El Dorado Center Real Property, dated December 29, 2008, which sets forth the terms and conditions for the shared occupancy and use of the El Dorado Center Real Property by the County and the Court, and for the shared possession and Operation of, and the sharing of costs for, the El Dorado Center Real Property by the County and the AOC, from and after the completion of the Transfer of Responsibility.

“El Dorado Center Land” means the land described in **Exhibit “B”** to this Agreement, on which the El Dorado Center Building and the El Dorado Center Parking Area are located.

“El Dorado Center Memorandum of JOA” means the document titled Memorandum of Joint Occupancy Agreement that was signed by the Parties on or about December 29, 2008 with respect to the El Dorado Center JOA, and recorded in the Office of the El Dorado County Recorder on January 12, 2009, as Instrument Number 2009-0001024-00.

“El Dorado Center Occupancy Agreement” means any agreement or arrangement between a State Party and a Third Party that entitles the Third Party to

occupy or use the El Dorado Center Court Exclusive-Use Area, and that is in effect on the Effective Date.

“El Dorado Center Parking Area” means the parking lot on the El Dorado Center Land that contains a total of 54 parking spaces and in which the El Dorado Center Provided Court Parking is located.

“El Dorado Center Provided Court Parking” means the parking that the County provides to the Court as of the Effective Date in connection with the El Dorado Center Court Facility, pursuant to the Transfer Agreement and section 70330 of the Act, on a first come, first served basis, in the El Dorado Center Parking Area.

“El Dorado Center Real Property” means the El Dorado Center Land and the El Dorado Center Building, together.

“El Dorado Center Service Contracts” means all contracts between the AOC and any Third Parties under which goods or services are provided to the El Dorado Center Building as of the Effective Date.

“El Dorado Center Termination Agreement” means the document titled Termination of Joint Occupancy Agreement for the El Dorado Center Building, in the form and content attached as **Exhibit “F”** to this Agreement, which the AOC shall record in the Office of the El Dorado County Recorder on or as promptly as possible after the Effective Date to remove the El Dorado Center Memorandum of JOA as an encumbrance on the El Dorado Center Real Property.

“Equity” means the term “equity” as used and referred to in the Act.

“Equity Exchange” means the transaction in which: (a) the AOC will fully and forever release, relinquish, and transfer to the County all Equity interest and rights that the AOC has, or may have in, the El Dorado Center Real Property under or arising from the Act, the Transfer Agreement, and/or the Transfer of Responsibility; and (b) the County will fully and forever release, relinquish, and transfer to the AOC all Equity interest and rights that the County has, or may have, in the Juvenile Hall Court Exclusive-Use Area, and an Equity interest and rights in a proportional share of the Juvenile Hall Common Area that is equal to the AOC Share (that is, ~~_____~~25.224.7 percent, as more fully described and defined in the Juvenile Hall JOA) of the Juvenile Hall Total Exclusive-Use Area, as though the Juvenile Hall Court Facility had been and is a “court facility” that was subject to transfer of responsibility, and for which responsibility was transferred from the County to the Council, under the terms of the Act.

“Exchange Closing Documents” means the documents and agreements listed in section 3.4.1 of this Agreement, which are the documents and agreements that the Parties

will enter into, in addition to this Agreement, to evidence and memorialize the terms of the Equity Exchange.

“Exclusive-Use Area” means the portions of each Building that are exclusively occupied and used by either the Court or the County.

“Juvenile Hall Building” means the building situated on the Juvenile Hall Land, having the street address of 297 Fair Lane, Placerville, California 95667-4104, in which the Juvenile Hall Court Exclusive-Use Area will be located on and after the Effective Date.

“Juvenile Hall Common Area” means the areas within the Juvenile Hall Building that will be used non-exclusively and in common by, or for the common benefit of, the AOC, the County, and the Court on and after the Effective Date, and includes: (1) those portions of the Juvenile Hall Building that are depicted as Common Area on **Exhibit “D”** to this Agreement, including hallways, stairwells, restrooms, and utility or mechanical equipment closets, including without limitation, the Telecom/Data Closet, that are located within the Juvenile Hall Building; (2) foundations, exterior walls, load-bearing walls, support beams, exterior windows, the roof, and other structural parts of the Juvenile Hall Building; (3) Building Equipment and Utilities that do not exclusively serve either Party’s Exclusive-Use Area within the Juvenile Hall Building; and (4) exterior parking lots (including the Court Parking Lot), driveways, drive aisles, walkways, lighting fixtures, and landscaping on the Juvenile Hall Land. The Juvenile Hall Common Area is as shown on **Exhibit “D”** to this Agreement.

“Juvenile Hall County Exclusive-Use Area” means the 11,676 usable square feet of the floor space in the Juvenile Hall Building that are exclusively occupied and used by the County on the Effective Date, as depicted on **Exhibit “D”** to this Agreement. The Juvenile Hall County Exclusive-Use Area comprises **[74.8]** percent of the Juvenile Hall Total Exclusive-Use Area.

“Juvenile Hall Court Exclusive-Use Area” means the 3,7173,9383,835 usable square feet of the floor space in the basement level of the Juvenile Hall Building that are exclusively occupied and used by the Court on and after the Effective Date, as depicted on **Exhibit “D”** to this Agreement. The Juvenile Hall Court Exclusive-Use Area comprises **[25.224.7]** percent of the Juvenile Hall Total Exclusive-Use Area.

“Juvenile Hall Court Facility” means, on the Effective Date, the Juvenile Hall Court Exclusive-Use Area, together with the Court’s exclusive right to occupy and use the Court Parking Lot, and the Court’s non-exclusive right to occupy and use the Juvenile Hall Common Area, as shown on the floor plan of the Juvenile Hall Building attached as **Exhibit “D”** to this Agreement, and the site plan of the Juvenile Hall Real Property attached as **Exhibit “E”** to this Agreement.

“Juvenile Hall Intangible Personal Property” means, as of the Effective Date, any and all of the County’s: (1) contract rights and commitments related exclusively to the Juvenile Hall Court Exclusive-Use Area; (2) warranties, permits, licenses, certificates, guaranties, and suretyship agreements and arrangements, and indemnification rights related solely to the Juvenile Hall Court Exclusive-Use Area; (3) commitments, deposits, and rights for utilities exclusively serving the Juvenile Hall Court Exclusive-Use Area, if any; (4) engineering, accounting, title, legal, and other technical or business data exclusively concerning the Juvenile Hall Court Exclusive-Use Area; (5) deposits, deposit accounts, and escrow accounts arising from or related to any transactions exclusively related to the Juvenile Hall Court Exclusive-Use Area, and rights to receive refunds or rebates of impact fees, assessments, charges, premiums, or other payments in respect of the Juvenile Hall Court Exclusive-Use Area, if these refunds or rebates relate to the period on or after the Effective Date; or (6) all other intangible rights, interests, and claims belonging to the County on the Effective Date, that are exclusively a part of or related to the Juvenile Hall Court Exclusive-Use Area.

“Juvenile Hall JOA” means the Joint Occupancy Agreement between the AOC and the County for the Juvenile Hall Real Property that the Parties shall enter into, and that will take effect, on the Effective Date, which sets forth the terms and conditions for the shared occupancy and use of the Juvenile Hall Real Property by the County and the Court, and the shared possession and Operation of, and the sharing of costs for, the Juvenile Hall Real Property by the County and the AOC, from and after the Effective Date.

“Juvenile Hall Land” means the land described in **Exhibit “A”** to this Agreement, on which the Juvenile Hall Building and the Court Parking Lot, among other things, are located.

“Juvenile Hall Memorandum of JOA” means the document titled Memorandum of Joint Occupancy Agreement that is similar to the document attached as **Exhibit “G”** to this Agreement, which the Parties shall sign and enter into on the Effective Date, and which the AOC shall cause to be recorded in the County Recorder’s office on or as promptly as possible after the Effective Date.

“Juvenile Hall Occupancy Agreement” means any agreement or arrangement that entitles a Third Party to occupy or use the Juvenile Hall Real Property and that is in effect on the Effective Date, if any.

“Juvenile Hall Real Property” means the Juvenile Hall Land and the Juvenile Hall Building, together.

“Juvenile Hall Service Contracts” means all contracts between the County and any Third Parties under which goods or services are provided to the Juvenile Hall Real Property on the Effective Date, if any.

“Juvenile Hall Total Exclusive-Use Area” means, together, the Juvenile Hall Court Exclusive-Use Area and the Juvenile Hall County Exclusive-Use Area.

“Law” means State and federal codes, ordinances, laws, regulations, the California Rules of Court, and judicial and administrative orders and directives, to the extent binding on the County or the AOC, and issued by a court or governmental entity with jurisdiction over the County Parties or the State Parties.

“Material Agreements” means any and all agreements, contracts, or understandings (whether written or unwritten) relating to the Juvenile Hall Real Property (1) for which termination requires advance notice by a period exceeding 30 calendar days, or (2) that obligate the County to make payment, or entitle the County to receive payment, exceeding \$25,000 within any fiscal year.

“Mechanical Room” means ~~that those~~ certain approximately ~~70~~ 70 square foot rooms located on the first floor and basement levels of the Juvenile Hall Building that contains certain Building Equipment, including among other things ~~HVAC equipment,~~ a water heaters, and timers for the landscaping sprinkler system).

“Operation” means the administration, management, maintenance, and repair of designated areas of the El Dorado Center Real Property or the Juvenile Hall Real Property, but does not include custodial services, which are not governed by this Agreement or the Juvenile Hall JOA.

“Property Disclosure Documents” means all documents, including Material Agreements, that pertain to the title, ownership, use, occupancy, or condition of the Juvenile Hall Real Property or any rights, benefits, liabilities, obligations, or risks associated with the Juvenile Hall Real Property. A list of the categories of Property Disclosure Documents is attached to this Agreement as **Exhibit “I”**.

“Security Services MOU” means the Memorandum of Understanding Between the El Dorado County Superior Court and the El Dorado County Sheriff’s Department for 2007-2008, dated February 27, 2008, as amended or renewed from time to time, or a successor memorandum of understanding executed by the Court and the El Dorado County Sheriff’s Department.

“State” means the State of California.

“State Parties” means the Council, the Administrative Office of the Courts, and the Court, and their respective elected and appointed officials, officers, agents, and employees.

“Tangible Personal Property” means: (a) with respect to the El Dorado Center Building, any unaffixed item that is, on the Effective Date, exclusively owned by any of the State Parties and located on or in the El Dorado Center Court Exclusive-Use Area or

the common area of the El Dorado Center Real Property; and (b) with respect to the Juvenile Hall Building, any unaffixed item that is, on the Effective Date, exclusively: (i) located on or in the Juvenile Hall Court Exclusive-Use Area; and (ii) used in or necessary to the use, occupancy, or Operation of, the Juvenile Hall Court Exclusive-Use Area.

“Telecom/Data Closet” means that certain approximately ~~156~~41 square foot closet located on the basement level of the Juvenile Hall Building that contains components of the telecommunications and data systems of the County and the Court, respectively.

“Telecommunications MOU” means the Memorandum of Agreement between the County and the Court dated June 15, 2004, as amended, renewed, or replaced from time to time.

“Third Party” means any person, entity, or governmental body other than a State Party or a County Party.

“Transfer Agreement” means that certain Transfer Agreement for the Transfer of Responsibility for Court Facility between the County and the AOC, dated as of December 29, 2008, setting forth the terms and conditions for the Transfer of Responsibility from the County to the AOC for the El Dorado Center Court Exclusive-Use Area.

“Transition Date” means January 2, 2009, which was the date on which: (a) responsibility for Operation of the El Dorado Center Court Exclusive-Use Area transitioned from the County to the AOC; and (b) the County’s obligation to make its first payment of the CFP took effect; all as more fully described in section 6.1 of the Transfer Agreement.

“Utilities” means the utilities services provided to either Building, except for telephone, cable, internet, and other data services. Utilities do not include any utilities services that exclusively serve only the Exclusive-Use Area of one Party in a Building.

“Vending Facilities” has the meaning given to it in section 19626 of the Welfare and Institutions Code.

3. **Equity Exchange.** On the Effective Date, the Equity Exchange will be completed as follows: (i) the AOC shall, and hereby does, release, relinquish, and transfer to the County all Equity interest and rights that the AOC has, or may have, in and to the El Dorado Center Real Property arising from or as a result of the Act, the Transfer Agreement, and/or the Transfer of Responsibility, and (ii) the County shall, and hereby does, release, relinquish, and transfer to the AOC (a) all Equity interest and rights that the County has or may have in and to the Juvenile Hall Court Exclusive-Use Area, and (b) an Equity interest and rights in a proportional share of the Juvenile Hall Common Area that

is equal to the AOC Share (that is, an undivided ~~25.224.7~~ percent, as more fully described and defined in the Juvenile Hall JOA) of the Juvenile Hall Total Exclusive-Use Area, all subject to section 4 of this Agreement.

3.1. El Dorado Center Real Property: Termination of State Parties' Rights and Responsibilities. Upon and after the completion of the Equity Exchange, the State Parties shall no longer have any responsibilities, obligations, or liabilities for, rights to, or interests (including Equity interests) in or to the El Dorado Center Real Property under the Transfer Agreement, the El Dorado Center JOA, the Act, or any other agreement, except solely with respect to Disputes, events, incidents, acts, or omissions that occur or relate to the time period prior to the Effective Date, which Disputes, events, incidents, acts, and omissions, if any, shall be governed by the Transfer Agreement and/or the El Dorado Center JOA, as applicable.

3.2. Juvenile Hall Real Property: Commencement of AOC's Rights and Responsibilities. Upon and after the completion of the Equity Exchange, the AOC shall have and be entitled to an Equity interest and rights in and to the Juvenile Hall Court Facility, with the same effect as though: (a) the Juvenile Hall Court Facility had been and is a "court facility" that was subject to transfer of responsibility under the Act; and (b) the County and the AOC had completed a transfer of responsibility for the Juvenile Hall Court Facility under the terms of the Act. On and after the Effective Date, the AOC shall be and is responsible for Operation of the Juvenile Hall Court Exclusive-Use Area, at the AOC's sole cost, and Parties shall be, and are, responsible for the Operation of the Juvenile Hall Common Area, all on the terms set forth in the Juvenile Hall JOA.

3.3. Termination of El Dorado Center JOA; Commencement of Juvenile Hall JOA. On the Effective Date, the Parties shall enter into the El Dorado Center Termination Agreement to terminate the El Dorado Center JOA with respect to the period on and after the Effective Date. Accordingly, commencing on and after the Effective Date, the Parties shall no longer be bound by or have any rights, responsibilities, obligations, or liabilities whatsoever under the El Dorado Center JOA with respect to the period of time on and after the Effective Date; provided that, the Parties shall continue to be bound by the El Dorado Center JOA with respect to, and the El Dorado Center JOA shall continue to govern and apply to, the rights and responsibilities of the Parties with respect to Disputes, events, incidents, acts, or omissions that occur, arise, or relate to the period prior to the Effective Date, whether or not the Parties have actual knowledge of such Disputes, events, incidents, acts, or omissions on the Effective Date.

3.4. Completion of Equity Exchange.

3.4.1. Exchange Closing Documents. The Exchange Closing Documents are as follows:

- (a) El Dorado Center Termination Agreement;

- (b) Juvenile Hall JOA;
- (c) Juvenile Hall Memorandum of JOA; and
- (d) County Authorizing Document.

3.4.2. Execution and Delivery of Exchange Closing Documents.

On or before the Effective Date, the County and the AOC shall sign and deliver the Exchange Closing Documents to one another, with the exception of the County Authorizing Document, which shall be signed only by the County and delivered to the AOC. The Exchange Closing Documents will take effect on the Effective Date.

3.4.3. Recordation of El Dorado Center Termination Agreement.

On or as promptly as possible after the Effective Date: (a) the AOC will cause the El Dorado Center Termination Agreement to be recorded in the Office of the El Dorado County Recorder to remove the El Dorado Center Memorandum of JOA as an encumbrance on the El Dorado Center Real Property; and (b) the AOC will cause the Juvenile Hall Memorandum of JOA to be recorded in the Office of the El Dorado County Recorder as an encumbrance on the Juvenile Hall Real Property.

3.5. Remodel Project MOU. Within 120 calendar days after the Effective Date, the County, the AOC, and the Court shall enter into a Memorandum of Understanding to set forth the terms and conditions for the County's disbursement to the AOC of up to \$1,000,000 of courthouse construction funds, which the AOC shall use, after the Effective Date, to fund the costs and expenses associated with the AOC's performance of a project to remodel the Juvenile Hall Court Exclusive-Use Area for occupancy and use by the Court (the "**Remodel Project**"). The Parties hereby acknowledge that in November 2008, the County and the Court signed, and the County submitted to the AOC's Office of Court Construction and Management, a document titled County Courthouse Construction Fund, Request for Approval of Expenditure or Encumbrance seeking approval from the Administrative Director of the Courts to, among other things, encumber courthouse construction funds in the sum of \$1,000,000 for the Remodel Project. By letter dated February 23, 2009 from William C. Vickrey, Administrative Director of the Courts, to Kelly Webb, the County's Principal Administrative Analyst, the County received approval for the encumbrance of \$1,000,000 in courthouse construction funds for the Remodel Project, subject to the terms and conditions set forth in that letter.

3.6. Telecom/Data Closet and Mechanical Room. The Telecom/Data Closet contains telecommunications and data equipment belonging to the County and the Court, respectively. The Mechanical Rooms contains both Building Equipment that belongs to the County and that the County will manage and operate under the Juvenile Hall JOA, as well as equipment that exclusively serves the Juvenile Hall Court Exclusive-Use Area, which the AOC will manage and operate on and after the Effective

Date. As such, notwithstanding that the Telecom/Data Closet and the Mechanical Room are physically located in and a part of the Juvenile Hall Court Exclusive-Use Area, the County, the AOC, and the Court will at all times have the right to access and use the Telecom/Data Closet and the Mechanical Room, and each Party shall be solely responsible, at its own sole cost, for Operation of its own equipment located in the Telecom/Data Closet or the Mechanical Room, and the Managing Party shall be responsible for Operation of the Building Equipment located in the Mechanical Room on the terms set forth in the Juvenile Hall JOA.

4. County Facilities Payment.

4.1. Effect on Transfer Agreements. This Agreement shall not affect, modify, alter, or amend the County's obligation under the Transfer Agreement and the Act to pay the CFP to the State Controller for the El Dorado Center Court Facility. The Parties expressly agree that the CFP that was approved by the State Department of Finance ("DOF") for the El Dorado Center Court Facility shall continue on the terms set forth in the Transfer Agreement and the Act notwithstanding the relocation of Court operations from the El Dorado Center Court Facility into the Juvenile Hall Court Facility. The County's sole CFP obligation with respect to the Juvenile Hall Court Facility shall be to continue to pay the CFP for the El Dorado Center Court Facility on the terms set forth in the Transfer Agreement and the Act, and in the amount approved by DOF, as adjusted pursuant to the terms of the Act.

5. Continued Relief from Section 70311 Obligations. Notwithstanding the Equity Exchange transaction contemplated in this Agreement, the AOC confirms and agrees that the County is and continues to be relieved of any responsibility under section 70311 of the Act for providing to the Court those necessary and suitable Court Facilities that are located in the El Dorado Center Building on the Effective Date.

5.1. Parking. On and after the Effective Date, the AOC shall have the exclusive right to occupy and use the Court Parking Lot, which is included in the Juvenile Hall Common Area, for parking by the Court, and the Operation of and the sharing of costs for the Court Parking Lot shall be governed by the Juvenile Hall JOA.

6. Occupancy Agreements and Service Contracts.

6.1. Termination. On or prior to the Effective Date: (a) the County shall: (i) terminate all Juvenile Hall Occupancy Agreements, if any, under which a Third Party occupies or uses any space within the Juvenile Hall Court Exclusive-Use Area; and (ii) terminate all Juvenile Hall Service Contracts, if any, under which any Third Party provides goods or services to the Juvenile Hall Court Exclusive-Use Area; provided that if, under any of the Juvenile Hall Service Contracts, goods or services are provided to other parts of the Juvenile Hall Real Property in addition to the Juvenile Hall Court Exclusive-Use Area, the County may instead modify or amend such Juvenile Hall

Service Contracts to exclude the Juvenile Hall Court Exclusive-Use Area from the areas of the Juvenile Hall Real Property that are served by such Juvenile Hall Service Contracts; and (b) the AOC shall terminate all El Dorado Center Occupancy Agreements and El Dorado Center Service Contracts, if any.

6.2. Rights and Responsibilities After Effective Date. On and after the Effective Date, the Parties' respective rights and responsibilities with respect to Juvenile Hall Occupancy Agreements and Juvenile Hall Service Contracts shall be governed by the Juvenile Hall JOA.

7. Disputes.

7.1. Disputes Related to El Dorado Center Real Property. On and after the Effective Date, the Parties shall be liable and responsible for any and all Disputes related to the El Dorado Center Real Property that first arise prior to the Effective Date, or for which the factual basis is solely and directly related to events, incidents, acts, or omissions on or affecting the El Dorado Center Real Property that occurred prior to the Effective Date, on the terms set forth in the Transfer Agreement or the El Dorado Center JOA, as applicable. With respect to the time period on and after the Effective Date, the State Parties shall: (a) have no liability, responsibility, or obligation whatsoever for any Disputes related to the El Dorado Center Real Property that first occur or arise on or after the Effective Date, and for which the factual basis is directly related to events, incidents, acts, or omissions that occurred on or after the Effective Date; (b) have no obligation or responsibility to maintain any insurance policies covering the El Dorado Center Real Property; (c) have no right to receive or use any proceeds of any insurance policies or self-insurance program that are paid in connection with any Dispute, loss, damage, incident, or event that occurs on or after the Effective Date; (d) have no further obligation, responsibility, or liability to pay or reimburse the County for any costs or expenses associated with Operation of the El Dorado Center Real Property, including any costs associated with obtaining or maintaining any insurance policies or self-insurance program for or covering the El Dorado Center Real Property for the period on and after the Effective Date; and (e) have no obligation, responsibility, or liability for repair or restoration of the El Dorado Center Real Property as a result of any physical loss of or damage to the El Dorado Center Real Property, except where and to the extent that any such physical loss of or damage to the El Dorado Center Real Property occurs prior to the Effective Date, in which event, the terms of the El Dorado Center JOA will govern and apply. Accordingly, at all times on and after the Effective Date, the County shall be solely liable and responsible for all Disputes related to the El Dorado Center Real Property that arise on or after the Effective Date. Notwithstanding the foregoing, the AOC shall be and remain responsible and liable for all AOC Claims arising from or related to the El Dorado Center Court Facility. On and after the Effective Date, the County will promptly notify the AOC, in writing, of any AOC Claim, Dispute, event, incident, act, or omission that (i) occurred on or pertains to the El Dorado Center Real

Property, (ii) relates to the period prior to the Effective Date, and (iii) for which the AOC does or may have liability or responsibility under this Agreement, the Transfer Agreement, and/or the El Dorado Center JOA.

7.2. Disputes Related to Juvenile Hall Real Property.

7.2.1. After Effective Date. On and after the Effective Date, the Parties shall be responsible and liable for Disputes related to the Juvenile Hall Real Property on the terms set forth in the Juvenile Hall JOA.

8. Personal Property.

8.1. Personal Property Related to El Dorado Center Court Facility.

8.1.1. Tangible Personal Property. In connection with the Equity Exchange, all Tangible Personal Property of the State Parties situated in or on, or related to, the El Dorado Center Real Property, including without limitation, the Court's filing system, files, and records that are located in the El Dorado Center Building as of the Effective Date, shall continue to be Tangible Personal Property of the State Parties, and the AOC shall be entitled and obligated to remove, and shall remove, all of such Tangible Personal Property from the El Dorado Center Real Property by no later than 180 calendar days after the Effective Date.

8.1.2. Intangible Personal Property. By [] calendar days after the Effective Date, the AOC shall provide the County with a written notice setting forth a reasonably-detailed description of any and all Intangible Personal Property that the AOC then has (other than copies of "Property Disclosure Documents" and "Material Agreements" that the County provided to the AOC in connection with the Transfer of Responsibility, as described in the Transfer Agreement), if any, related to the El Dorado Center Real Property. If the AOC indicates in such notice that the AOC then has any Intangible Personal Property related to the El Dorado Center Real Property, then the County and the AOC shall promptly meet and confer, in person or by telephone, to determine whether the AOC shall terminate, assign to the County, retain, or otherwise handle each such item of Intangible Personal Property in connection with the Equity Exchange.

8.1.3. Discovery of Additional Personal Property. After the Effective Date, if either Party determines that there exists any Tangible Personal Property or Intangible Personal Property related to the El Dorado Center Court Exclusive-Use Area or the common areas of the El Dorado Center Real Property that were not: (a) with respect to the Tangible Personal Property, removed from the El Dorado Center Real Property prior to the date on which the Court fully and finally vacated the El Dorado Center Real Property; or (b) with respect to Intangible Personal Property, included on the AOC's written notice to the County pursuant to this section 8.1, that Party will promptly provide to the other Party a notice that includes a reasonably-detailed, written description of such property. At either Party's request, the AOC shall promptly remove all of such Tangible Personal Property from the El Dorado Center Real Property, and the Parties shall promptly meet and confer, in person or by telephone, to determine the disposition to be made of any Intangible Personal Property described in such notice.

8.2. Personal Property Exclusively Related to Juvenile Hall Court Exclusive-Use Area. To the extent the County has any right, title, or interest in or to any Tangible Personal Property or Intangible Personal Property in or exclusively related to

the Juvenile Hall Court Exclusive-Use Area, effective on the Effective Date, the County transfers, conveys, and quitclaims the same to the AOC.

9. “As-Is”. Subject to the terms of this Agreement and the Exchange Closing Documents, on the Effective Date, the AOC will accept responsibility for the Juvenile Hall Court Exclusive-Use Area, and the County will accept responsibility for the El Dorado Center Court Exclusive-Use Area of the El Dorado Center Building, in each case, in the “as is”, “where is” condition of those areas. Each Party represents that it has had the opportunity to make an independent investigation of the space that it will accept and become responsible for in the Equity Exchange transaction, and each Party acknowledges and agrees that it shall and hereby does accept such space solely on the basis of its own inspection and investigation, and not based on any representations, warranties, or covenants by the other Party except for those representations, warranties, and covenants that are expressly set forth in this Agreement and the Exchange Closing Documents.

10. Representations and Warranties. Each Party hereby makes the representations and warranties set forth in this section 10 to the other Party as of the Effective Date.

10.1. The County’s Representations and Warranties. The phrase “to the best of the County’s knowledge” or words of similar import, means the County’s actual knowledge, after reasonable independent investigation and inquiry.

10.1.1. Valid Existence. The County is a political subdivision of the State duly organized and validly existing under the Law of the State.

10.1.2. Authority. The County Authorized Signatory has been duly authorized and empowered to sign this Agreement and the Exchange Closing Documents on behalf of the County, and the County has taken all steps and obtained all approvals required to authorize and empower the County to sign and perform this Agreement and the Exchange Closing Documents.

10.1.3. Due Execution and Delivery. This Agreement and the Exchange Closing Documents are legal, valid, and binding obligations of the County enforceable against the County.

10.1.4. No Conflict. This Agreement and the Exchange Closing Documents do not violate any provision of any agreement, obligation, or court order to which the County is a party or by which the County or any of its assets is subject or bound. No other action of any governmental agency or authority is required for, and the County has no actual knowledge of any Law in effect that would prohibit, the County’s execution, delivery, or performance of its obligations under this Agreement and the Exchange Closing Documents.

10.1.5. Title to Real Property. Other than any Juvenile Hall Occupancy Agreements under which any Third Party has the right to occupy or use the Juvenile Hall Real Property, and other rights and interests that have been recorded as encumbrances on the Juvenile Hall Real Property prior to the Effective Date: (1) the County has good and marketable fee title to the Juvenile Hall Real Property, free and clear of any liens, claims, encumbrances, or security interests in favor of Third Parties; (2) no person or entity other than the County has any title or interest in, or right to occupy or use the Juvenile Hall Real Property; and (3) the County has not granted, conveyed, or otherwise transferred to any person or entity any present or future right, title, or interest in or to the Juvenile Hall Real Property.

10.1.6. No Disputes. To the best of the County's knowledge, with the exception of any Disputes specifically listed in **Exhibit "H"** to this Agreement, there are no Disputes pertaining to the El Dorado Center Real Property or the Juvenile Hall Real Property, or to the County's right, title, and interest in and to the El Dorado Center Real Property or the Juvenile Hall Real Property.

10.1.7. No Juvenile Hall Occupancy Agreements. To the best of the County's knowledge, as of the Effective Date the County is not a party to any Juvenile Hall Occupancy Agreement under which any Third Party has the right to occupy or use any part of the Juvenile Hall Court Exclusive-Use Area, including without limitation, any Juvenile Hall Occupancy Agreement under which any Third Party has the right to operate any Vending Facility in the Juvenile Hall Court Exclusive-Use Area.

10.1.8. No Violations of Law. As of the Effective Date, the County has no actual knowledge of, nor has the County received any written notice from any State, federal, or other governmental or quasi-governmental authority relating to: (1) any violation of Law, whether or not appearing in public records, with respect to the El Dorado Center Real Property or the Juvenile Hall Real Property, which violation has not been corrected to the satisfaction of the State, federal, or other governmental or quasi-governmental authority that issued the notice, or (2) any unrecorded restriction applicable to the Juvenile Hall Real Property. To the best of the County's knowledge, the holding cells in the Juvenile Hall Building that are used for the secure holding of juvenile detainees attending Court sessions are either in full compliance with Law, including the standards set forth in Titles 15 and 24 of the California Code of Regulations, or are exempt from compliance.

10.1.9. Full and Complete Disclosure. The County conducted a reasonable and diligent search of its records for, and provided to the AOC, all existing Property Disclosure Documents within the County's possession, custody, or control pertaining to the Juvenile Hall Real Property. The County maintains the Property Disclosure Documents in its ordinary course of business and has not intentionally altered any Property Disclosure Documents in any manner that renders them inaccurate, incomplete, or misleading.

10.1.10. No Condemnation. The County has not received a written notice of any pending modification of a street or highway contiguous to the Juvenile Hall Real Property, or any existing or proposed eminent domain proceeding that could result in a taking of any part of the Juvenile Hall Real Property.

10.1.11. No Environmental Violations. Except as set forth in the Property Disclosure Documents pertaining to the Juvenile Hall Real Property, or in any environmental assessments or investigations of the Juvenile Hall Real Property performed by the AOC, the County has no knowledge of the actual, threatened, or suspected presence of any Hazardous Substance in, on, under, adjacent to, or affecting the Juvenile Hall Real Property, except for any Hazardous Substance used or held in conformity with Environmental Laws, and there are no existing violations of Environmental Laws pertaining to the Juvenile Hall Real Property.

10.1.12. No Special Circumstances. The County has not undertaken or commenced any Pending Projects in or around the Juvenile Hall Court Exclusive-Use Area, the Juvenile Hall Real Property is not subject to “bonded indebtedness” as defined in section 70301(a) of the Act, and the Juvenile Hall Building is not an “historical building” as defined in section 70301(f) of the Act.

10.2. AOC’s Representations and Warranties. The phrase “to the best of the AOC’s knowledge,” or words of similar import, means the actual knowledge of the Director of the AOC’s Office of Court Construction and Management, and the AOC represents that this is the person within the AOC most knowledgeable with respect to the matters described in the AOC’s representations and warranties, and has access to AOC documents and information adequate to give the AOC’s representations and warranties.

10.2.1. Valid Existence. The Administrative Office of the Courts is the staff agency to the Council, an entity established by the Constitution of the State, validly existing under the Law of the State.

10.2.2. Authority. The AOC Authorized Signatory has been duly authorized and empowered to sign this Agreement and Exchange Closing Documents on behalf of the AOC, and the AOC has taken all steps and obtained all approvals required to authorize and empower the AOC to sign and perform this Agreement and the Exchange Closing Documents.

10.2.3. Due Execution and Delivery. This Agreement and Exchange Closing Documents are legal, valid, and binding obligations of, and are fully enforceable against, the AOC.

10.2.4. No Conflict. This Agreement and the Exchange Closing Documents do not and will not violate any provision of any agreement, obligation, or court order, to which the AOC is a party or by which the AOC or any of its assets is

subject or bound. Except for the permits and approvals that the AOC is required by State Law to obtain in connection with the Remodel Project, no other action of any governmental agency or authority is required for, and the AOC has no actual knowledge of any Law in effect which would prohibit, the AOC's execution, delivery, or performance of its obligations under this Agreement and the Exchange Closing Documents.

10.2.5. Personal Property. To the extent the AOC has any right, title, or interest in or to any Tangible Personal Property or Intangible Personal Property in or exclusively related to the El Dorado Center Court Exclusive-Use Area or Common Area of the El Dorado Center Building on the Effective Date, the AOC shall comply with the terms of section 8.1 of this Agreement with respect to such Tangible Personal Property or Intangible Personal Property.

10.2.6. No Disputes or AOC Claims. To the best of the AOC's knowledge, with the exception of any Disputes or AOC Claims specifically listed in **Exhibit "H"** to this Agreement, on the Effective Date there are no: (1) Disputes pertaining to the El Dorado Center Real Property or the rights or interests of the AOC in the El Dorado Center Real Property; (2) AOC Claims pertaining to the Court's operations in the El Dorado Center Court Facility; or (3) Disputes pertaining to the Juvenile Hall Real Property, or to the rights and interests of the AOC in the Juvenile Hall Real Property.

10.2.7. No El Dorado Center Occupancy Agreements. To the best of the AOC's knowledge, neither the AOC nor the Court is a party to any El Dorado Center Occupancy Agreement under which any Third Party has the right to occupy or use any of the El Dorado Center Real Property.

11. Juvenile Hall Indemnities.

11.1. The AOC's Juvenile Hall Indemnities. The AOC agrees to indemnify, defend, and hold harmless the County Parties (with counsel reasonably acceptable to the County) from and against all liability, damages, attorney fees and costs, expenses, or losses (referred to as "**Indemnified Loss**" in this section 11) asserted against the County Parties arising from the following pertaining to the Juvenile Hall Real Property and/or this Agreement, except as set forth in section 11.3 below:

11.1.1. AOC Breach. Any material breach by the AOC of its obligations set forth in this Agreement;

11.1.2. Representations and Warranties. Any breach of the AOC's representations and warranties contained in section 10.2 of this Agreement; and

11.2. The County's Juvenile Hall Indemnities. The County agrees to indemnify, defend, and hold harmless the State Parties (with counsel reasonably acceptable to the AOC) from and against all Indemnified Loss asserted against the State Parties arising from the following pertaining to the Juvenile Hall Real Property and this Agreement, except as set forth in section 11.3 below:

11.2.1. County Breach. Any material breach by the County of its obligations set forth in this Agreement;

11.2.2. Representations and Warranties. Any breach of the County's representations and warranties contained in section 10.1 of this Agreement;

11.2.3. Pre-Effective Date Events. Any event that occurred, or Dispute that relates to events that occurred or claims that accrued in the period prior to the Effective Date, whether or not filed as of the Effective Date, to the extent that it results from, or is directly attributable to the County's ownership, possession, Operation, occupancy, or management of, or responsibility for, the Juvenile Hall Real Property before the Effective Date. Indemnification for events, incidents, acts, omissions, or Disputes related to the El Dorado Center Real Property that occur, commence, or relate to the period prior to the Effective Date, shall be governed by the terms of the Transfer Agreement and/or the El Dorado Center JOA.

11.2.4. CERCLA. Under section 70393(d) of the Act, any liability imposed on the State Parties pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. sections 9601 *et seq.*) or related provisions, for conditions that existed in, on, or under the Juvenile Hall Real Property at the time of the Effective Date, whether or not known to the County.

11.3. Indemnity Exclusions. Neither Party will be entitled to be indemnified, defended, or held harmless by the other Party under this Agreement to the extent that any Dispute, event, circumstance, or condition arises from its own negligence or willful misconduct. Except with respect to obligations of the Parties under the Transfer Agreement and the El Dorado Center JOA that are expressly modified or released pursuant to the terms of this Agreement and the Exchange Closing Documents, sections 11.1 and 11.2 of this Agreement are not intended to, and shall not, release the Parties from their respective obligations set forth in this Agreement, the Exchange Closing Documents, or any other agreement, or in any way diminish the duty of either Party to fully and faithfully perform those obligations.

12. Default Notice and Cure. Upon a Party's breach or default of any provision of this Agreement, the non-defaulting Party will provide written notice to the defaulting Party of the breach or default ("**Default Notice**"). Upon receipt of the Default Notice, the defaulting Party will have 30 calendar days to cure the breach or default described in the Default Notice and to provide evidence of that cure to the non-defaulting Party. If the

breach or default is not capable of cure within the 30 calendar day period, then no breach or default can be deemed to have occurred by reason of the failure to cure so long as the defaulting Party promptly begins and diligently and continuously performs the cure to completion within a reasonable time period, not to exceed 90 calendar days from commencement of the cure (“**Cure Period**”). If the defaulting Party does not provide evidence of the cure to the non-defaulting Party within the Cure Period, then the defaulting Party will be deemed to have committed an “**Event of Default**,” and the non-defaulting Party will have the right, but not the obligation, to pursue its rights with respect to resolution of disputes under section 13 of this Agreement. The Parties may at any time mutually agree to commence the dispute resolution procedures in section 13 of this Agreement before the end of the Cure Period.

13. Dispute Resolution.

13.1. Unassisted Negotiation; Mediation. In the event of a Dispute between the Parties relating to performance of the Parties’ obligations under this Agreement, or any aspect of the transactions contemplated in this Agreement, the County Administrative Officer and an Assistant Director of the AOC’s Office of Court Construction and Management, or their respective designees, will meet to discuss a resolution to the Dispute. Any designee appointed must have the authority to negotiate for, and to effectively recommend settlement to, the Party that he or she represents. If the Parties are not able to resolve their Dispute within 30 calendar days through that unassisted negotiation, they will attempt to resolve the Dispute by mediation under this section 13.1.

13.1.1. Initiation of Mediation. Either or both of the Parties may request the initiation of mediation for any Dispute described in section 13.1 by delivering a written request for mediation (“**Mediation Request**”) to the other Party. The Mediation Request must (1) include a brief summary of the issues in dispute, (2) state the dates on which the requesting Party is unavailable to attend the mediation within the immediately-succeeding 90 calendar days after the delivery to the other Party of the Mediation Request, and (3) list at least three neutral mediators who are acceptable to the requesting Party for mediation of the Dispute. Within five business days after the requesting Party’s delivery of a Mediation Request to the other Party, the responding Party must deliver to the requesting Party a response to the Mediation Request (“**Mediation Response**”), which must: (a) include a brief summary of the issues in dispute (which may or may not be the same as the summary provided by the requesting Party); (b) state the dates on which the responding Party is unavailable to attend the mediation within the 85 calendar days immediately following the requesting Party’s receipt of the Mediation Response; and (c) state whether any of the neutral mediators listed in the Mediation Request are acceptable to the responding Party and, if none are, then the Mediation Response must list at least three neutral mediators who are acceptable to the responding Party.

13.1.2. Selection of Mediator. Within 10 calendar days after delivery to the requesting Party of the Mediation Response, the Parties will attempt in good faith to agree upon a neutral mediator to preside over the mediation. If the Parties are not able to agree upon a neutral mediator within 10 calendar days after delivery to the requesting Party of the Mediation Response, the Parties must apply to the JAMS Government Dispute Resolution Group (“JAMS”) for selection of a neutral mediator to mediate the Dispute. The Parties’ application to JAMS must be filed in accordance with the JAMS International Mediation Rules then in effect, and must include copies of the Mediation Request and Mediation Response. The mediator must be a person with a reasonable degree of experience and expertise in handling disputes involving governmental entities. The mediator must have no current or prior involvement with either Party in the negotiations between the Parties related to the Act or any of the court facility transfers provided for in the Act, and shall discharge his or her duties impartially and as a neutral, independent participant to the mediation process to assist the Parties to achieve a settlement and compromise of their Dispute, taking into consideration the relevant facts, applicable Law, and the pertinent provisions of any relevant agreement between the Parties. The selection of a mediator by JAMS will be final and binding on the Parties, and the Parties shall be equally responsible for the payment of all fees and costs charged by JAMS.

13.1.3. Cost of Mediation. The Parties will share equally in payment of all costs of the mediation, including the compensation of the mediator. The Parties and the mediator must reach a written agreement regarding the mediator’s compensation and expenses before the mediation is commenced.

13.1.4. Date, Time, and Place of Mediation. In consultation with the Parties, the mediator will fix the date, time, and place of each mediation session. The mediation may be held at any convenient location agreeable to the Parties and the mediator. Mediation must be completed within 90 calendar days after the requesting Party’s delivery to the responding Party of the Mediation Request.

13.1.5. Attendance at Mediation. Both Parties must attend the mediation session(s). The Parties may satisfy this attendance requirement by sending a representative familiar with the facts of the Dispute, who has the authority to negotiate on behalf of, and to effectively recommend settlement to, the Party he or she represents. Any Party to the mediation may have the assistance of an attorney or other representative of its choice, at its own cost. Other persons may attend the mediation sessions only with the consent of the Parties and the mediator.

13.1.6. Statements Before Mediation. The mediator will determine the manner in which the issues in dispute will be framed and addressed. The Parties should expect that the mediator will request a premediation statement outlining facts, issues, and positions of each Party (“**Premediation Statement**”) in advance of the

mediation session. At the discretion of the mediator, the Premediation Statements or other information may be mutually exchanged by the Parties.

13.1.7. Confidentiality. The mediation will be confidential in all respects, and the provisions of California Evidence Code sections 1152 and 1154 will apply to all written and verbal evidence presented in the mediation and to settlement communications made in the Premediation Statement, during the mediation itself, or otherwise in furtherance of or related to the mediation or the settlement of the Dispute. The Premediation Statements shall be confidential, for settlement purposes only, and will not be admissible for any purpose other than for the mediation. Without limiting the foregoing, the provisions of California Evidence Code sections 1115 through 1128, inclusive, will apply in connection with any mediation under this Agreement.

13.2. Resolution of Claims Remaining After Mediation. After compliance with the terms of section 13.1 of this Agreement, the Parties may proceed to resolve all remaining Disputes in any manner permitted at Law or in equity. If any issue in dispute falls within the jurisdiction of the Court Facilities Dispute Resolution Committee (“CFDRC”) pursuant to Government Code sections 70303(c)(1) through (5), then after compliance with the terms for mediation of the Dispute set forth in section 13.1 of this Agreement, either Party may refer such issue to the CFDRC for hearing and recommendation to, and final decision by, the Director of Finance, as provided in the Act.

14. Notices. Any notice or communication required to be sent to a Party pursuant to this Agreement must be sent in writing by personal delivery (including overnight courier service), certified U.S. mail, postage pre-paid and with return receipt requested, or facsimile transmission, sent during regular business hours of the recipient, to the Parties at their addresses or fax numbers indicated below. Routine exchange of information may be conducted via telephone, facsimile, and/or electronic means, including e-mail.

If to the AOC:

Administrative Office of the Courts
Office of Court Construction and Management
Attention: Portfolio Administration Analyst for the
Bay Area/Northern Coastal Region
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Voice: 415-865-4053
Fax: 415-865-8885

With a copy to:

Administrative Office of the Courts
Office of Court Construction and Management
Attention: Manager, Real Estate
455 Golden Gate Avenue
San Francisco, CA 94102
Voice: 415-865-4048
Fax: 415-865-8885

In addition, all notices by the County relating to termination of this Agreement or alleged breach or default by the AOC of this Agreement must also be sent to:

Administrative Office of the Courts
Attention: Senior Manager, Business Services
455 Golden Gate Avenue
San Francisco, CA 94102-3688
Voice: 415-865-4090
Fax: 415-865-8885

If to the County:

County of El Dorado
County Administrative Office
Attention: Chief Administrative Officer
330 Fair Lane
Placerville, CA 95667
Voice: 530-621-5567
Fax: 530-626-5730

With a copy to:

El Dorado County
Office of the County Counsel
Attention: County Counsel
330 Fair Lane
Placerville, CA 95667
Voice: 530-621-5770
Fax: 530-621-2937

The County officer responsible for administering this Agreement and the Exchange Closing Documents is the [Chief Administrative Officer] or his or her successor or designee.

A Party may change its address for notice under this Agreement by giving written notice to the other Party in the manner provided in this section 14. Any notice or communication sent under this section 14 will be deemed to have been duly given as follows: (1) if by personal delivery, on the date actually received by the addressee or its representative at the address provided above; or (2) if sent by certified U.S. mail, return receipt requested, on the first business day that is at least three calendar days after the date deposited in the U.S. Mail; or (3) if sent by facsimile transmission, upon electronic confirmation of good receipt by the receiving facsimile machine, except that facsimile notice received after normal business hours of the recipient will be deemed received at 9:00 a.m. on the first business day after the date on which the facsimile notice was confirmed electronically.

15. Effect on Other Agreements. The Transfer Agreement shall survive the Equity Exchange and the Effective Date solely with respect to the period prior to the Effective Date.

16. Survival of Terms and Provisions. The following sections of this Agreement will survive the Effective Date and completion of the Equity Exchange, and will remain in full force and effect: 4, 5, 7, 8 and 10 through 27, inclusive. All other rights and duties hereunder will cease on the Effective Date. In the event of the termination of this Agreement prior to completion of the Equity Exchange, all documents, other tangible objects, and information containing or representing confidential or proprietary information which have been disclosed by one Party to the other, and all copies which are in the possession or under the control of the other Party, will be and remain the property of the Party that disclosed the documents, objects, and information, and all those documents and other tangible objects will be promptly returned to the Party that disclosed them at that Party's written request.

17. Waivers. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by both the AOC and the County. Waiver by either Party at any time of any breach of this Agreement cannot be deemed a waiver of or consent to a breach of the same or any other provision of this Agreement. If a Party's action requires the consent or approval of the other Party, that consent or approval on any one occasion cannot be deemed a consent to or approval of that action on any later occasion or a consent or approval of any other action.

18. Force Majeure. Neither Party shall be responsible for performance under this Agreement to the extent that performance is prevented, hindered, or delayed by fire, flood, earthquake, elements of nature, acts of God, acts of war (declared and undeclared), riots, rebellions, revolutions, or terrorism, whether foreseeable or unforeseeable.

19. Assignment. Neither Party may assign this Agreement in whole or in part, whether by operation of Law or otherwise, to any other entity, agency, or person without

the prior written consent of the other Party. Even if that consent is given, any assignment made in contravention of any Law will be void and of no effect.

20. Binding Effect. This Agreement binds the Parties and their permitted successors and assigns.

21. Third Parties Benefited. The Court is an intended beneficiary of all provisions of this Agreement and the Exchange Closing Documents. No Third Parties are intended beneficiaries of this Agreement, nor shall any Third Parties be entitled to any rights or remedies under this Agreement.

22. Governing Law. This Agreement, and the Parties' performance under this Agreement, will be exclusively governed by the laws of the State without regard to its conflict of law provisions.

23. Construction. The headings used in this Agreement are for convenience only and will not affect the meaning or interpretation of this Agreement. The words "hereof," "herein," and "hereunder," and other words of similar import, refer to this Agreement as a whole and not to any subdivision of this Agreement. This Agreement and the Exchange Closing Documents will not be construed against any Party as the principal draftsman. The words "include" and "including" when used are not exclusive and mean "include, but are not limited to" and "including but not limited to," respectively. The capitalized terms used in this Agreement have the meanings ascribed to them in this Agreement.

24. Integration; Amendments. This Agreement and the Exchange Closing Documents contain the entire agreement of the Parties with respect to the Equity Exchange transaction, and supersede all previous and concurrent communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties concerning or related to the subject matter of this Agreement, provided that, certain terms and provisions set forth in the Transfer Agreement and the El Dorado Center JOA are intended to survive, and continue to govern and apply, where and to the extent described in this Agreement. This Agreement may be amended only by a written agreement that is signed by both Parties and that expressly provides for the amendment of this Agreement.

25. Incorporation By Reference. The factual recitals and Exhibits contained in or attached to this Agreement are all incorporated into and made a part of this Agreement for all purposes, and all references to this Agreement in any of the recitals or Exhibits will be deemed to include the entirety of this Agreement.

26. Severability. If any term of this Agreement is inconsistent with applicable Law, then on the request of either Party, the Parties will promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with Law, but all

parts of this Agreement not affected by the inconsistency will remain in full force and effect.

27. Further Assurances. The Parties agree to cooperate reasonably and in good faith with one another to (1) implement the terms and provisions set forth in this Agreement, the Exchange Closing Documents, and to the extent applicable, the Act; and (2) consummate the transactions contemplated herein, and shall execute any further agreements and perform any additional acts that may be reasonably necessary to carry out the purposes and intent of this Agreement, the Exchange Closing Documents, and to the extent applicable, the Act.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

APPROVED AS TO FORM:
Administrative Office of the Courts,
Office of the General Counsel

JUDICIAL COUNCIL OF CALIFORNIA,
administrative office of the courts

By: _____
Name: Kenneth Levy
Title: Attorney
Date: _____, 2009

By: _____
Name: Grant Walker
Title: Senior Manager, Business Services
Date: _____, 2009

ATTEST:
~~Cindy Keek~~ Suzanne Allen de Sanchez,
Clerk of the Board

COUNTY OF EL DORADO, a political
subdivision of the State of California

By: _____
Suzanne Allen de Sanchez ~~Cindy Keek~~

By: _____
Name: _____
Title: Chair, Board of Supervisors
Date: _____, 2009

EXHIBITS

- Exhibit "A" – Legal Description of Juvenile Hall Land
- Exhibit "B" – Legal Description of El Dorado Center Land
- Exhibit "C" – Floor Plan of El Dorado Center Building
- Exhibit "D" – Floor Plan of Juvenile Hall Building
- Exhibit "E" – Site Plan of Juvenile Hall Real Property
- Exhibit "F" – Form of El Dorado Center Termination Agreement
- Exhibit "G" – Juvenile Hall Memorandum of JOA
- Exhibit "H" – List of Disputes and AOC Claims Existing on the Effective Date
- Exhibit "I" – Categories of Property Disclosure Documents

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EXHIBIT "A"

LEGAL DESCRIPTION OF JUVENILE HALL LAND

An approximately 2.3 acre area of the following described property as shown on Attachment A to this Exhibit.

A portion of the North half of Section 13, Township 10 North, Range 10 East, M.D.B.&M., and of the Southwest quarter of Section 12, Township 10 North, Range 10 East, M.D.B.&M., described as follows:

BEGINNING at the Northeast corner of the tract of land herein described, a 12 inch Oak on fence line, from which the North quarter corner of said Section 13, bears South 77° 31' East 85.46 feet; thence from point of beginning, South 2° 44' East 152.22 feet, a 3/4 inch capped iron pipe; thence South 20° 56' East 97.33 feet, a similar pipe; thence continuing South 20° 56' East 256.96 feet, a similar pipe set in the Northwesterly right of way line of the proposed U. S. Highway No. 50 Freeway; thence along said line South 35° 00' 42" West 249.00 feet, a similar pipe and South 31° 07' 19" West 411.77 feet, a similar pipe, set in the Northerly line of the property of Herbert Hicks, as recorded in Book 428 of Official Records of El Dorado County at Page 133; thence along said line (next 6 courses) South 61° 52' West, (Record South 62° 42' West) 41.16 feet, a 5/8 inch iron bar; thence North 85° 03' West (Record North 84° 23' West) 152.36 feet; thence North 65° 39' West (Record North 64° 59' West) 126.40 feet; thence North 47° 37' West (Record North 46° 57' West) 122.43 feet; thence North 37° 14' West (Record North 36° 34' West) 157.13 feet; thence North 18° 51' West (Record North 18° 14' 30" West) 126.83 feet; thence leaving last described line North 3° 22' East 140.51 feet, an 18 inch Oak in a fence line, a point in the East line of the Property of Bron Smith, as described in Book 382 of Official Records of El Dorado County at Page 107; thence along said line; North 1° 46' East, (Record North 2° 36' East) 254.12 feet, a pine tree in said fence line; thence continuing along said fence North 2° 20' East (Record North 3° 10' East) 251.00 feet, a 3/4 inch iron pipe the Northeast corner of said Bron Smith property; thence continuing North 2° 20' East 168.65 feet to an inter-section with a fence line, the Northwest corner; thence along said fence line, South 78° 24' East 733.35 feet (Record South 78° 30' East) to the point of beginning.

According to a Survey by Harvey L. Butler, L.S. 2725, dated June 20, 1960.

SAVING AND EXCEPTING THEREFROM all that portion thereof lying Southerly and Easterly of the following described line:

BEGINNING at a point from which the North quarter corner of said Section 13 bears North 26° 42' 31" East 1149.86 feet, said point is also 265.22 feet Northwesterly, measured at right angles from the base line at Engineer's Station "C"557+10.92 of the




Department of Public Works' 1955 Survey from Perks Corner to West City Limits of Placerville, road III-ED-11-C (The California State Zone II Coordinates for said point of beginning are X=2,334,798.94 and Y=387,905.43); THENCE (1) from said point of beginning North 14° 00' 00" 50.00 feet; thence (2) South 76° 00' 00" East 60.01 feet; thence (3) South 66° 17' 37" East 118.17 feet; thence (4) North 62° 00' 00" East 35.70 feet; thence (5) North 31° 07' 19" East 412.55 feet; thence (6) North 35° 00' 42" East 530.60 feet to a point that is 135.00 feet Northwesterly, measured radially from said base line at Engineer's Station "C"567+50.00.

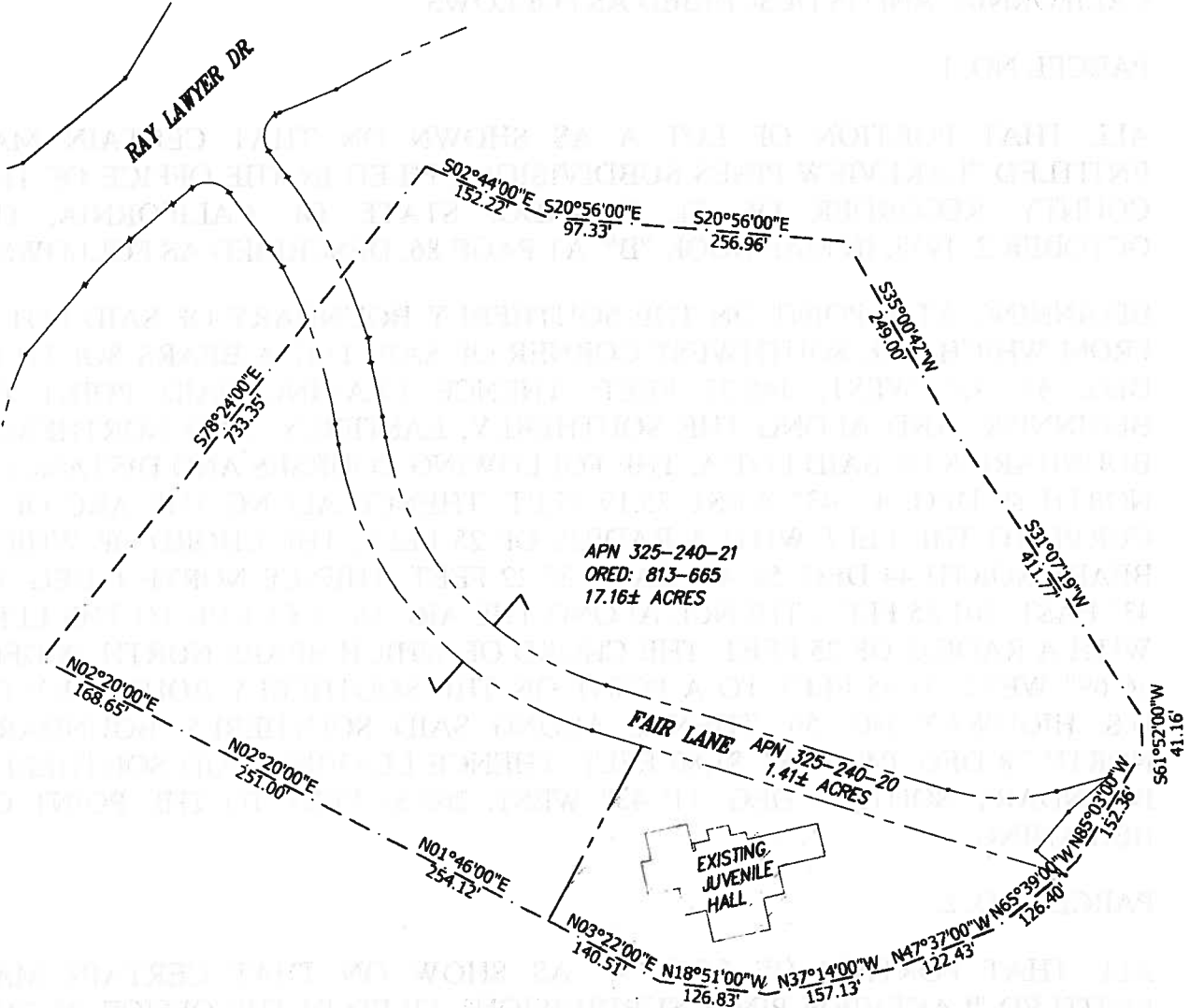
APN No.: 325-240-21

ATTACHMENT 'A'

JUVENILE HALL AREA

LEGEND

-  = COUNTY PROPERTY LINE
-  = RIGHT OF WAY LINE
-  = JUVENILE HALL BUILDING AREA



EL DORADO COUNTY
DEPARTMENT OF
TRANSPORTATION



PROJECT:
JUVENILE HALL COURT
EXCHANGE AGREEMENT
299 FAIR LANE
PLACERVILLE, CA 95667

ATTACHMENT 'A'

DATE: 8/13/09

COUNTY JOB NO.

JOB NO.

PAGE 1 OF 1

REFERENCE SHEET:

SHEET NO.

ATTACHMENT 'A'

EXHIBIT "B"

LEGAL DESCRIPTION OF EL DORADO CENTER LAND

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF EL DORADO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

ALL THAT PORTION OF LOT A AS SHOWN ON THAT CERTAIN MAP ENTITLED "LAKEVIEW PINES SUBDIVISION", FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO, STATE OF CALIFORNIA, ON OCTOBER 2, 1957, IN MAP BOOK "B", AT PAGE 86, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID LOT A FROM WHICH THE SOUTHWEST CORNER OF SAID LOT A BEARS SOUTH 89 DEG. 45' 43" WEST, 148.33 FEET; THENCE LEAVING SAID POINT OF BEGINNING AND ALONG THE SOUTHERLY, EASTERLY, AND NORTHERLY BOUNDARIES OF SAID LOT A, THE FOLLOWING COURSES AND DISTANCES: NORTH 89 DEG. 45' 43" WEST 75.19 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 25 FEET, THE CHORD OF WHICH BEARS NORTH 44 DEG. 58' 43" EAST, 35.22 FEET; THENCE NORTH 0 DEG. 11' 43" EAST, 201.85 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 25 FEET, THE CHORD OF WHICH BEARS NORTH 38 DEG. 56 09" WEST, 31.55 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF U.S. HIGHWAY NO. 50; THENCE ALONG SAID SOUTHERLY BOUNDARY NORTH 78 DEG. 04' WEST 81.80 FEET; THENCE LEAVING SAID SOUTHERLY BOUNDARY SOUTH 0 DEG. 11' 43" WEST, 268.53 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

ALL THAT PORTION OF LOT "A" AS SHOW ON THAT CERTAIN MAP ENTITLED "LAKEVIEW PINES SUBDIVISION", FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, STATE OF CALIFORNIA, ON OCTOBER 2, 1957, IN MAP BOOK "B", AT PAGE 86, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID LOT A, FROM WHENCE THE SOUTHWEST CORNER OF SAID LOT A, BEARS SOUTH 89 DEG. 45' 43" WEST 73.79 FEET, SAID POINT BEING THE SOUTHEAST CORNER OF PARCEL OF LAND DEEDED TO CONSTANCE CORNET, ET AL, RECORDED MARCH 29, 1960, IN BOOK 502 OF OFFICIAL RECORDS, AT PAGE

592; THENCE LEAVING SAID POINT OF BEGINNING AND ALONG THE SOUTHERLY BOUNDARY OF SAID LOT A, NORTH 89 DEG. 45' 43" EAST 74.54 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND DEEDED TO EL DORADO SAVINGS AND LOAN ASSOCIATION RECORDED JULY 6, 1961, IN BOOK 556 OF OFFICIAL RECORDS, AT PAGE 338; THENCE LEAVING THE SOUTHERLY BOUNDARY OF SAID LOT A AND ALONG THE WEST LINE OF SAID PARCEL OF LAND DEEDED TO EL DORADO SAVINGS AND LOAN ASSOCIATION, NORTH 0 DEG. 11' 43" EAST 268.53 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF U.S. HIGHWAY NO. 50; THENCE ALONG SAID SOUTHERLY BOUNDARY OF HIGHWAY 50 THE FOLLOWING COURSES AND DISTANCES: NORTH 78 DEG. 04' WEST 47.52 FEET; NORTH 78 DEG. 00' 11" WEST 20.97 FEET; THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF SAID HIGHWAY 50 ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1460.00 FEET, THE CHORD OF WHICH BEARS NORTH 79 DEG. 39' 40" WEST 30.13 FEET TO THE NORTHEAST CORNER OF THE SAID PARCEL OF LAND DEEDED TO CONSTANCE CORNET, ET AL THENCE LEAVING THE SOUTHERLY BOUNDARY OF SAID HIGHWAY 50, AND ALONG THE EAST LINE OF SAID PARCEL DEEDED TO CONSTANCE CORNET, ET AL, SOUTH 0 DEG. 06' 43" WEST 286.46 FEET TO THE POINT OF BEGINNING.

APN: 027-361-13-100

EXHIBIT "C"

FLOOR PLAN OF EL DORADO CENTER BUILDING

[See attached.]

APR 02/2011

EXHIBIT "D"

FLOOR PLAN OF JUVENILE HALL BUILDING


[See attached.]

LEGEND

- COMMON USE AREA = 15,21
- JUVENILE HALL COURT EXCLUSIVE USE AREA = 9,91
- JUVENILE HALL EXCLUSIVE USE AREA = 10,88
- USE AREA TOTALS FIRST FLOOR LEVEL






FIRST FLOOR LEVEL - JUVENILE HALL

<p>STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION</p> 		<p>EXHIBIT B COURT REPORT PROJECT NO. 09-01 INTERIM SHEET</p>	<p>EXHIBIT A COURT REPORT PROJECT NO. 09-01 INTERIM SHEET</p>
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D-1

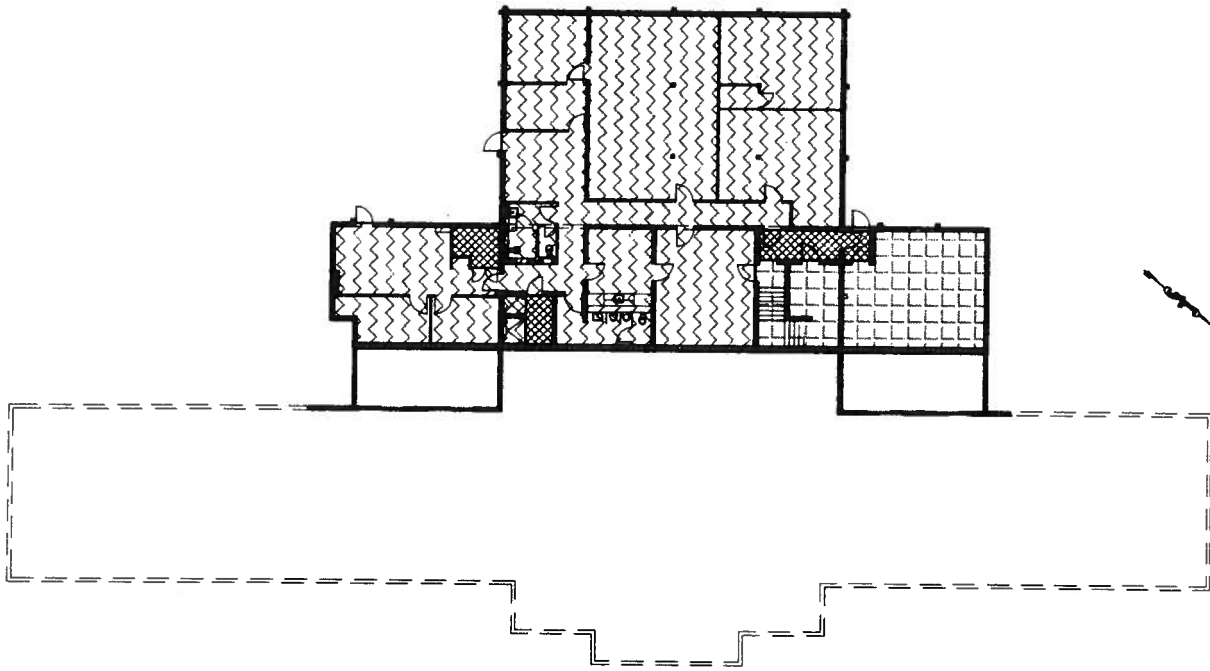
EXHIBIT D

LEGEND

-  = JUVENILE HALL COUNTY EXCLUSIVE USE AREA
-  = JUVENILE HALL COURT EXCLUSIVE USE AREA
-  = JUVENILE HALL COMMON AREA
- ==== = UPPER LEVEL BUILDING OUTLINE

USE AREA TOTALS: BASEMENT LEVEL FLOOR

JUVENILE HALL COUNTY EXCLUSIVE USE AREA = 788 S.F.
 JUVENILE HALL COURT EXCLUSIVE USE AREA = 3,835 S.F.
 COMMON USE AREA = 198 S.F.



BASEMENT LEVEL FLOOR- JUVENILE HALL

SCALE: 1/32" = 1'-0"

FOR REDUCED PLANS 0 1/2 1 2 3 ORIGINAL SCALE IS IN INCHES

EL DORADO COUNTY
 DEPARTMENT OF
 TRANSPORTATION



PROJECT:
 JUVENILE HALL COURT
 EXCHANGE AGREEMENT
 299 FAIR LANE
 PLACERVILLE, CA 95667

EXHIBIT D-2

DATE: 8/13/09

COUNTY JOB NO.

JOB NO.

PAGE 2 OF 2

REFERENCE SHEET:

SHEET NO.

EXHIBIT D-2

EXHIBIT "E"

SITE PLAN OF JUVENILE HALL REAL PROPERTY

[See attached.]



BASEMENT LEVEL FLOOR - JUVENILE HALL

SCALE 1/8" = 1'-0"

PROJECT NO.	DATE
PROJECT NAME	NO.
PAGE 2 OF 2	
APPROVED BY	DATE
DESIGNED BY	DATE

PLACERVILLE, CA 95662
3RD FLOOR
EXCHANGE AGREEMENT
JUVENILE HALL COURT
DEPARTMENT OF
TRANSPORTATION
EL DORADO COUNTY

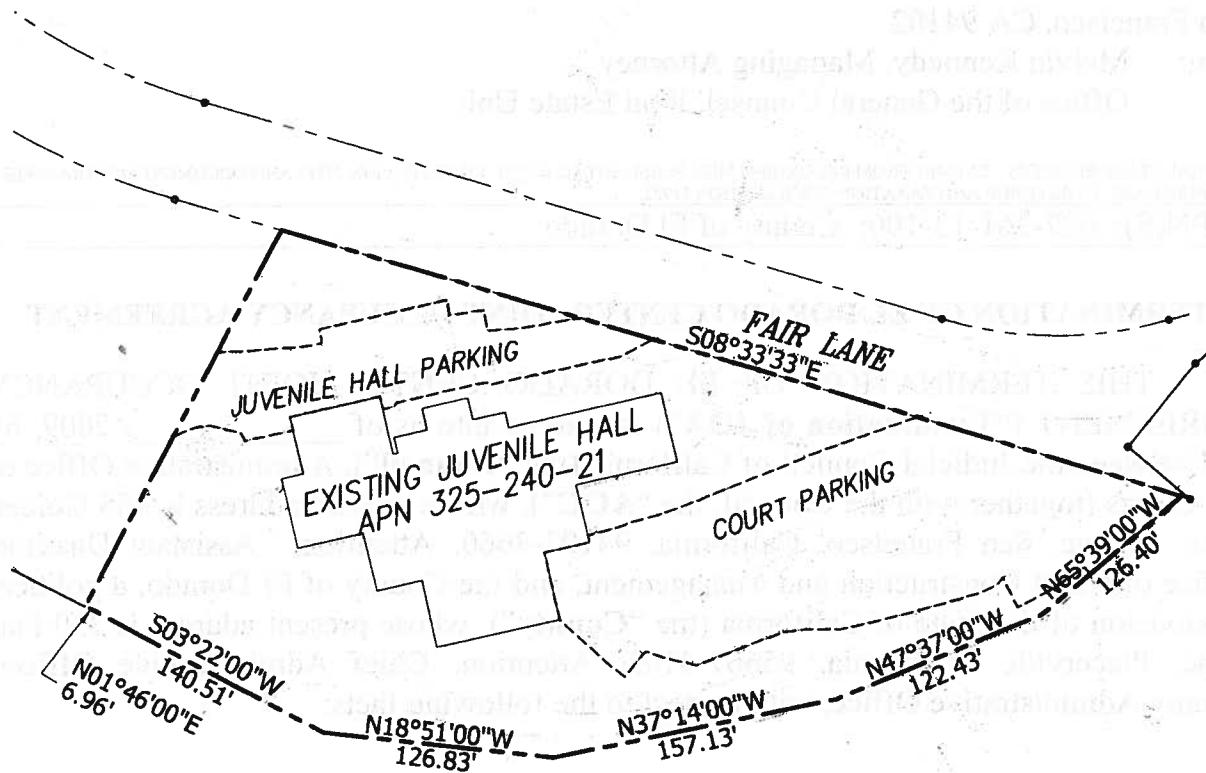
E-1

EXHIBIT E

JUVENILE HALL SITE PLAN

LEGEND

- = COUNTY PROPERTY LINE
- - - = RIGHT OF WAY LINE
- = JUVENILE HALL BUILDING AREA



JUVENILE HALL- SITE PLAN

SCALE: 1" = 100'-0"

EL DORADO COUNTY
DEPARTMENT OF
TRANSPORTATION



PROJECT:

JUVENILE HALL COURT
EXCHANGE AGREEMENT
299 FAIR LANE
PLACERVILLE, CA 95667

EXHIBIT 'E'

DATE: 8/13/09

COUNTY JOB NO.

JOB NO.

PAGE 2 OF 2

REFERENCE SHEET:

SHEET NO.

EXHIBIT 'E'

EXHIBIT "F"

FORM OF EL DORADO CENTER TERMINATION AGREEMENT

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

STATE OF CALIFORNIA
c/o Judicial Council of California
Administrative Office of the Courts
Office of the General Counsel
455 Golden Gate Avenue
San Francisco, CA 94102
Attn: Melvin Kennedy, Managing Attorney
Office of the General Counsel, Real Estate Unit

OFFICIAL STATE BUSINESS - EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER
TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

APN(S): 027-361-13-100; County of El Dorado

TERMINATION OF EL DORADO CENTER JOINT OCCUPANCY AGREEMENT

THIS TERMINATION OF EL DORADO CENTER JOINT OCCUPANCY AGREEMENT ("**Termination of JOA**") is entered into as of _____, 2009, by and between the Judicial Council of California (the "**Council**"), Administrative Office of the Courts (together with the Council, the "**AOC**"), whose present address is 455 Golden Gate Avenue, San Francisco, California, 94102-3660, Attention: Assistant Director, Office of Court Construction and Management, and the County of El Dorado, a political subdivision of the State of California (the "**County**"), whose present address is 330 Fair Lane, Placerville, California, 95667-4103, Attention: Chief Administrative Officer, County Administrative Office, with respect to the following facts:

RECITALS

A. The County is the fee owner of that certain real property located in the City of South Lake Tahoe, County of El Dorado, State of California, and having a street address of 3368 Lake Tahoe Boulevard, South Lake Tahoe, California, 96150-7913 ("**Land**"), as more particularly described on **Attachment 1** to this Memorandum, together with the building located thereon commonly known as El Dorado Center ("**Building**"), and all other buildings, structures, and improvements located on or affixed to the Land (together with the Land, the "**Real Property**");

B. On December 29, 2008, the County and the AOC entered into that certain Transfer Agreement for the Transfer of Responsibility for Court Facility between the

County and the AOC (the **“Transfer Agreement”**) under which the County transferred to the AOC responsibility for funding and operation of the court facility located in the Building (the **“Transfer of Responsibility”**), pursuant to the Trial Court Facilities Act of 2002 (codified in Government Code sections 70301-70404) (**“Act”**).

C. Under the Transfer Agreement, the County and the AOC entered into that certain Joint Occupancy Agreement Between the AOC and the County (the **“JOA”**) setting forth the terms under which the County and the Superior Court of California, County of El Dorado, shared possession, occupancy, and use of the Real Property, and under which the County and the AOC shared responsibility for, and the costs of operation, maintenance, and repair of the Real Property;

D. To memorialize the terms of the JOA, the County and the AOC entered into that certain Memorandum of Joint Occupancy Agreement dated as of _____, 200__ (**“Memorandum of JOA”**), which was recorded in the Office of the El Dorado county recorder, on January 12, 2009, as Instrument Number 2009-0001024-00.

E. Thereafter, the County and the AOC entered into that certain Agreement for Equity Exchange (**“Equity Exchange Agreement”**) under which, among other things, the AOC agreed to release, relinquish, and transfer to the County, and the County agreed to accept from the AOC, all of the AOC’s rights and interests in and responsibility for the Real Property arising from the Act, the Transfer Agreement, and/or the Transfer of Responsibility, in exchange for certain good and valuable consideration.

F. Under the Equity Exchange Agreement, the AOC and the County agreed that the JOA would be terminated and removed as an encumbrance on the Real Property upon completion of the transaction contemplated in the Equity Exchange Agreement.

G. The transaction contemplated in the Equity Exchange Agreement is now completed, and the AOC and the County now wish to memorialize the termination of the JOA as a matter of public record.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the AOC do hereby agree as follows:

1. The JOA is terminated, and is no longer of any force or effect, except for those terms of the JOA that the County and the AOC have expressly agreed will survive the termination of the JOA under the terms of the Equity Exchange Agreement.

2. This Termination of JOA is to be recorded in the Official Records of the County with respect to the Real Property, whereupon the JOA and Memorandum of JOA will automatically be removed as an encumbrance on the title to the Real Property.

IN WITNESS WHEREOF, this Memorandum has been executed as of the day and year first above written.

APPROVED AS TO FORM:
Administrative Office of the Courts,
Office of the General Counsel

**JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE
COURTS**

By: _____
Name: Kenneth Levy
Title: Attorney
Date: _____, 2009

By: _____
Name: Grant Walker
Title: Senior Manager, Business Services
Date: _____, 2009

ATTEST:
Suzanne Allen de Sanchez~~Cindy Keek~~,
Clerk of the Board

COUNTY OF EL DORADO, a political
subdivision of the State of California

By: _____
Suzanne Allen de Sanchez~~Cindy Keek~~

By: _____
Name: _____
Title: Chair, Board of Supervisors
Date: _____, 2009

AOC ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY SAN FRANCISCO

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)

COUNTY ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF EL DORADO

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)

ATTACHMENT 1

LEGAL DESCRIPTION OF THE LAND

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF EL DORADO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

ALL THAT PORTION OF LOT A AS SHOWN ON THAT CERTAIN MAP ENTITLED "LAKEVIEW PINES SUBDIVISION", FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO, STATE OF CALIFORNIA, ON OCTOBER 2, 1957, IN MAP BOOK "B", AT PAGE 86, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID LOT A FROM WHICH THE SOUTHWEST CORNER OF SAID LOT A BEARS SOUTH 89 DEG. 45' 43" WEST, 148.33 FEET; THENCE LEAVING SAID POINT OF BEGINNING AND ALONG THE SOUTHERLY, EASTERLY, AND NORTHERLY BOUNDARIES OF SAID LOT A, THE FOLLOWING COURSES AND DISTANCES: NORTH 89 DEG. 45' 43" WEST 75.19 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 25 FEET, THE CHORD OF WHICH BEARS NORTH 44 DEG. 58' 43" EAST, 35.22 FEET; THENCE NORTH 0 DEG. 11' 43" EAST, 201.85 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 25 FEET, THE CHORD OF WHICH BEARS NORTH 38 DEG. 56' 09" WEST, 31.55 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF U.S. HIGHWAY NO. 50; THENCE ALONG SAID SOUTHERLY BOUNDARY NORTH 78 DEG. 04' WEST 81.80 FEET; THENCE LEAVING SAID SOUTHERLY BOUNDARY SOUTH 0 DEG. 11' 43" WEST, 268.53 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

ALL THAT PORTION OF LOT "A" AS SHOW ON THAT CERTAIN MAP ENTITLED "LAKEVIEW PINES SUBDIVISION", FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, STATE OF CALIFORNIA, ON OCTOBER 2, 1957, IN MAP BOOK "B", AT PAGE 86, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID LOT A, FROM WHENCE THE SOUTHWEST CORNER OF SAID LOT A, BEARS SOUTH 89 DEG. 45' 43" WEST 73.79 FEET, SAID POINT BEING THE SOUTHEAST CORNER OF PARCEL OF LAND DEEDED TO CONSTANCE CORNET, ET AL,

RECORDED MARCH 29, 1960, IN BOOK 502 OF OFFICIAL RECORDS, AT PAGE 592; THENCE LEAVING SAID POINT OF BEGINNING AND ALONG THE SOUTHERLY BOUNDARY OF SAID LOT A, NORTH 89 DEG. 45' 43" EAST 74.54 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND DEEDED TO EL DORADO SAVINGS AND LOAN ASSOCIATION RECORDED JULY 6, 1961, IN BOOK 556 OF OFFICIAL RECORDS, AT PAGE 338; THENCE LEAVING THE SOUTHERLY BOUNDARY OF SAID LOT A AND ALONG THE WEST LINE OF SAID PARCEL OF LAND DEEDED TO EL DORADO SAVINGS AND LOAN ASSOCIATION, NORTH 0 DEG. 11' 43" EAST 268.53 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF U.S. HIGHWAY NO. 50; THENCE ALONG SAID SOUTHERLY BOUNDARY OF HIGHWAY 50 THE FOLLOWING COURSES AND DISTANCES: NORTH 78 DEG. 04' WEST 47.52 FEET; NORTH 78 DEG. 00' 11" WEST 20.97 FEET; THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF SAID HIGHWAY 50 ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1460.00 FEET, THE CHORD OF WHICH BEARS NORTH 79 DEG. 39' 40" WEST 30.13 FEET TO THE NORTHEAST CORNER OF THE SAID PARCEL OF LAND DEEDED TO CONSTANCE CORNET, ET AL THENCE LEAVING THE SOUTHERLY BOUNDARY OF SAID HIGHWAY 50, AND ALONG THE EAST LINE OF SAID PARCEL DEEDED TO CONSTANCE CORNET, ET AL, SOUTH 0 DEG. 06' 43" WEST 286.46 FEET TO THE POINT OF BEGINNING.

APN: 027-361-13-100

EXHIBIT "G"

JUVENILE HALL MEMORANDUM OF JOA

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA
c/o Judicial Council of California
Administrative Office of the Courts
Office of Court Construction and Management
455 Golden Gate Avenue
San Francisco, CA 94102-3660
Attn: Managing Attorney, Real Estate Unit

OFFICIAL STATE BUSINESS - EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER
TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

APN No.: 325-240-21; County of El Dorado

MEMORANDUM OF JOINT OCCUPANCY AGREEMENT

THIS MEMORANDUM OF JOINT OCCUPANCY AGREEMENT ("Memorandum of JOA") is entered into as of _____, 2009, by and between the Judicial Council of California (the "Council"), Administrative Office of the Courts (together with the Council, the "AOC"), whose present address is 455 Golden Gate Avenue, San Francisco, CA 94102-3660, Attention: Assistant Director, Office of Court Construction and Management, and the County of El Dorado, a political subdivision of the State of California (the "County") whose present address is 330 Fair Lane, Placerville, CA 95667-4103, Attention: Chief Administrative Officer, County Administrative Office, with respect to the following facts:

RECITALS

H. The County is the fee owner of that certain real property located in the City of Placerville, County of El Dorado, State of California, and having street address of 297 Fair Lane, Placerville, CA 95667-4104, as more particularly described on **Attachment 1** to this Memorandum of JOA ("**Land**"), together with the improvements located thereon commonly known as the Juvenile Hall, and all other buildings, structures, and improvements located on or affixed to the Land (together with the Land, the "**Real Property**");

I. The County and the AOC have entered into that certain Agreement for Equity Exchange ("**Agreement**") under which, among other things, the County agreed to

transfer to the AOC, and the AOC agreed to accept from the County, responsibility for funding and operation of certain portions of the Real Property in exchange for good and valuable consideration.

J. Pursuant to the Agreement, the AOC and the County have entered into that certain Joint Occupancy Agreement (“JOA”), setting forth the terms governing the Parties’ respective rights and responsibilities regarding their shared possession, occupancy and use of the Real Property, as more particularly described in the JOA;

K. The JOA provides, among other things, for rights of first refusal and rights of first offer in favor of County and AOC to expand into and occupy, on a paid basis, any portion of the Real Property that County or AOC desire to vacate in accordance with Government Code § 70342(e);

L. Under the terms of the JOA, this Memorandum is to be recorded in the Official Records of County with respect to the Property for the purpose of memorializing the existence of the JOA, the terms of which inure to the benefit of, and bind, AOC, County and their respective successors and assigns. Any third-party interested in obtaining information about the Agreement may contact the parties at their above-referenced addresses.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Memorandum has been executed as of the day and year first above written.

APPROVED AS TO FORM:
Administrative Office of the Courts,
Office of the General Counsel

**JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE
COURTS**

By: _____
Name: Kenneth Levy
Title: Attorney
Date: _____, 2009

By: _____
Name: Grant Walker
Title: Senior Manager, Business Services
Date: _____, 2009

ATTEST:
| Suzanne Allen de Sanchez ~~Cindy Keek~~,
Clerk of the Board

COUNTY OF EL DORADO, a political
subdivision of the State of California

By: _____
| Suzanne Allen de Sanchez ~~Cindy Keek~~

By: _____
Name: _____
Title: Chair, Board of Supervisors
Date: _____, 2009

AOC ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY SAN FRANCISCO

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)

COUNTY ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF EL DORADO

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)

ATTACHMENT 1
LEGAL DESCRIPTION

A portion of the North half of Section 13, Township 10 North, Range 10 East, M.D.B.&M., and of the Southwest quarter of Section 12, Township 10 North, Range 10 East, M.D.B.&M., described as follows:

BEGINNING at the Northeast corner of the tract of land herein described, a 12 inch Oak on fence line, from which the North quarter corner of said Section 13, bears South 77° 31' East 85.46 feet; thence from point of beginning, South 2° 44' East 152.22 feet, a 3/4 inch capped iron pipe; thence South 20° 56' East 97.33 feet, a similar pipe; thence continuing South 20° 56' East 256.96 feet, a similar pipe set in the Northwesterly right of way line of the proposed U. S. Highway No. 50 Freeway; thence along said line South 35° 00' 42" West 249.00 feet, a similar pipe and South 31° 07' 19" West 411.77 feet, a similar pipe, set in the Northerly line of the property of Herbert Hicks, as recorded in Book 428 of Official Records of El Dorado County at Page 133; thence along said line (next 6 courses) South 61° 52' West, (Record South 62° 42' West) 41.16 feet, a 5/8 inch iron bar; thence North 85° 03' West (Record North 84° 23' West) 152.36 feet; thence North 65° 39' West (Record North 64° 59' West) 126.40 feet; thence North 47° 37' West (Record North 46° 57' West) 122.43 feet; thence North 37° 14' West (Record North 36° 34' West) 157.13 feet; thence North 18° 51' West (Record North 18° 14' 30" West) 126.83 feet; thence leaving last described line North 3° 22' East 140.51 feet, an 18 inch Oak in a fence line, a point in the East line of the Property of Bron Smith, as described in Book 382 of Official Records of El Dorado County at Page 107; thence along said line; North 1° 46' East, (Record North 2° 36' East) 254.12 feet, a pine tree in said fence line; thence continuing along said fence North 2° 20' East (Record North 3° 10' East) 251.00 feet, a 3/4 inch iron pipe the Northeast corner of said Bron Smith property; thence continuing North 2° 20' East 168.65 feet to an inter-section with a fence line, the Northwest corner; thence along said fence line, South 78° 24' East 733.35 feet (Record South 78° 30' East) to the point of beginning.

According to a Survey by Harvey L. Butler, L.S. 2725, dated June 20, 1960.

SAVING AND EXCEPTING THEREFROM all that portion thereof lying Southerly and Easterly of the following described line:

BEGINNING at a point from which the North quarter corner of said Section 13 bears North 26° 42' 31" East 1149.86 feet, said point is also 265.22 feet Northwesterly, measured at right angles from the base line at Engineer's Station "C"557+10.92 of the Department of Public Works' 1955 Survey from Perks Corner to West City Limits of Placerville, road III-ED-11-C (The California State Zone II Coordinates for said point of

beginning are $X=2,334,798.94$ and $Y=387,905.43$); THENCE (1) from said point of beginning North $14^{\circ} 00' 00''$ 50.00 feet; thence (2) South $76^{\circ} 00' 00''$ East 60.01 feet; thence (3) South $66^{\circ} 17' 37''$ East 118.17 feet; thence (4) North $62^{\circ} 00' 00''$ East 35.70 feet; thence (5) North $31^{\circ} 07' 19''$ East 412.55 feet; thence (6) North $35^{\circ} 00' 42''$ East 530.60 feet to a point that is 135.00 feet Northwesterly, measured radially from said base line at Engineer's Station "C"567+50.00.

APN No.: 325-240-21

EXHIBIT "H"

**LIST OF DISPUTES AND AOC CLAIMS EXISTING
ON THE EFFECTIVE DATE**

APR 11 2023 10:01 AM

EXHIBIT "I"

CATEGORIES OF PROPERTY DISCLOSURE DOCUMENT

- **Structural and Physical Condition.** Copies of all Material Agreements depicting, evidencing, discussing, or otherwise related to the structural and/or physical condition of the Real Property, including but not limited to the plans and specifications for the original planning, design, and construction of all or any part of the Real Property, and for any later additions to or structural modifications of the Real Property, structural or engineering assessments, reports, or notices related to any part of the Real Property, inspection reports, valuation reports, documents evidencing repairs or maintenance made to or required for any part of the Real Property, whether planned, started, completed, or deferred, and all other documents and information discussing, disclosing, or revealing any structural or physical condition of the Real Property;
- **Environmental.** Copies of all environmental assessments and reports containing information concerning the environmental condition of the Real Property, including but not limited to any Phase I or Phase II environmental site assessments, asbestos reports, radon, mold, methane gas, or other indoor air quality studies, environmental impact reports, endangered species investigations, biological assessments, negative declarations, mitigated negative declarations, remedial action plans, notices received from or correspondence with any federal, state, or local governmental bodies concerning any actual, potential, or threatened violations of any Environmental Laws in, on, under, emanating from, adjacent to, or actually or potentially affecting the Real Property, no further action letters, environmental covenants and restrictions, closure reports, contracts between the County and any consultant for any ongoing work to investigate, assess, remediate, or monitor any actual or potential environmental hazard on or emanating from the Real Property, permits, documents, and inspection reports related to underground storage tanks, written disclosures given by the County to, or received by the County from, any third party describing or discussing any environmental condition in, on, under, emanating from, or adjacent to the Real Property, and any other reports, studies, assessments, investigations, permits, licenses, correspondence, or documents evidencing, depicting, or describing the environmental condition of the Real Property;
- **Compliance with Laws.** Copies of all instruments, permits, certificates, and licenses evidencing the extent to which the Real Property is in compliance with Law, including but not limited to certificates of occupancy for the Building, inspection certificates for any base Building systems for which the County is

responsible, if any, including elevators, fire/life safety equipment, boilers, and emergency generators, and other base Building systems for which periodic inspection, permitting, or certification is required, a current license and certificate of registration for any motorized vehicles included in the Tangible Personal Property, any assessments, reports or analyses reflecting the status of compliance of the Real Property with the ADA, permits and approvals (to the extent required) for any ongoing capital improvements, and repair or maintenance projects (whether or not Pending Projects) being performed by or for the County, current and sufficient licenses for all software and other proprietary materials included within the Tangible Personal Property or Intangible Personal Property, notices from and correspondence with any third party concerning any actual or claimed violations of any Law related to the Real Property, and other documents, instruments, agreements, permits, licenses, and certificates in any way related to the status of the County's compliance with Law in respect of the Real Property;

- Occupancy Agreements. Copies of all existing, written Occupancy Agreements for the Real Property, a written description of the terms of any unwritten agreement or understanding with any Occupant for occupancy or use of the Real Property, and copies of all notices to or from, and material correspondence with, any Occupant (other than the Court) or any other third party who has or claims any right to occupy or use, the Real Property;
- Intangible Personal Property. Copies of all documents creating, evidencing, or describing the Intangible Personal Property, a written description of the terms of any unwritten agreement or understanding with any third party under which the County has or claims a right in any Intangible Personal Property, including unwritten agreements or understandings concerning the provision of services, materials, supplies, warranties, guaranties, indemnification rights, or other rights of the County in respect of the Real Property; and copies of any notices to or from, and any correspondence with, any person or entity that is obligated to provide to the County, or from whom the County believes it is entitled to receive, an Intangible Personal Property right related to the Real Property;
- Damage, Destruction and Loss. Copies of all documents, correspondence, pictures, claims tendered under insurance policies, damage assessments, police reports, fire department reports, estimates, bids, or proposals for repair or replacement, agreements, and other materials describing, evidencing, depicting, or related to any casualty, event, or occurrence that resulted in damage to, or destruction, theft, or loss of, the Property where such damage, destruction or loss:
 - will not have been fully repaired or replaced by, and at the sole expense of, the County and/or the County's insurer, as of the Closing Date; or

- is not fully insured, and the County's good faith estimate of the funds required to repair or replace the damage to, or destruction, theft, or loss of, the affected Property (net of the deductible amount on any applicable County insurance policy) is greater than Five Hundred Dollars (\$500.00);
- Condemnation. Copies of notices received by the County, and any correspondence between the County and any third party concerning, any actual or proposed condemnation or eminent domain proceedings, or any pending or proposed widening, modification, or realignment of any street or highway contiguous to the Real Property, that would or might, in either case, result in a taking of the Real Property, and copies of any claims, demands for mediation, arbitration, or other dispute resolution procedure, and causes of action or complaints received by the County in connection with any actual or proposed condemnation or eminent domain proceeding affecting the Real Property;
- Legal Proceedings. A reasonably-detailed written description of each Dispute, together with a description of the current status of each such Dispute, contact information for the attorney primarily representing the County in each Dispute (whether or not a County employee) and, to the extent specifically requested by the AOC, such other pleadings, correspondence, demands, briefs, settlement proposals, and other documents related to any Dispute;
- Miscellaneous Disclosures. Copies of any other documents, agreements, instruments, notices, correspondence, or other written materials that describe, depict, or relate to any other right, benefit, entitlement, liability, risk, condition, or circumstance affecting the Property, and reasonably-detailed written descriptions of any and all undocumented liabilities, risks, conditions, or circumstances affecting the Property, not otherwise specifically contemplated in this Exhibit; and
- Summary of Excluded Documents. A written list setting forth the title and general subject matter of the Excluded Documents that the County did not provide or otherwise make available to the AOC because they are subject to the attorney-client or attorney work product privileges or because the County is bound by a written confidentiality obligation that precludes the AOC's review and inspection.

