

EXHIBITS

- Exhibit “A” Legal Description of the Land
- Exhibit “B” Site Plan and Floor Plan
- Exhibit “C” Depiction of Court Parking
- Exhibit “D” List of Disputes as of the Effective Date
- Exhibit “E” Categories of Property Disclosure Documents
- Exhibit “F” Form of Joint Occupancy Agreement
- Exhibit “G” Form of Memorandum of Joint Occupancy Agreement
- Exhibit “H” List of Service Contracts
- Exhibit “I” List of agreements evidencing or securing the Bonded Indebtedness

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

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

ALL THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED, A 1 1/2 INCH CAPPED IRON PIPE, BEING A CORNER OF THE EL DORADO COUNTY FAIR GROUNDS, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 13, BEARS NORTH 53° 32' 30" WEST, 1236.60 FEET; THENCE FROM SAID POINT OF BEGINNING, ALONG AN EXISTING FENCE LINE, SOUTH 84° 46' EAST, 644.56 FEET, TO AN 18 INCH OAK; THENCE CONTINUING ON FENCE, ALONG WESTERLY SIDE OF A LANE SOUTH 12° 47' WEST, 167.59 FEET, A 16 INCH OAK; THENCE SOUTH 18° 31' WEST 307.51 FEET, A 24 INCH OAK; THENCE SOUTH 0° 30' WEST 341.94 FEET, A 3/4 INCH IRON PIPE AT AN ANGLE IN FENCE; THENCE SOUTH 31° 11' EAST, 104.93 FEET, A CORNER FENCE POST; THENCE LEAVING LAST DESCRIBED FENCE AND ALONG A FENCE ON THE SOUTHERLY SIDE OF A PEAR ORCHARD SOUTH 62° 46' WEST, 126.36 FEET, A FENCE POST; THENCE LEAVING SAID FENCE NORTH 81° 22' WEST 450.78 FEET TO A POINT IN THE EAST FENCE LINE OF EL DORADO COUNTY FAIR GROUNDS, THENCE ALONG SAID FENCE NORTH 0° 01' WEST, 935.63 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 10 EAST, MDB&M, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER THEREOF A 1 1/2 INCH CAPPED IRON PIPE, A CORNER OF THE EL DORADO COUNTY FAIR GROUNDS AND FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 13' BEARS NORTH 53° 32' 30" WEST 1236.60 FEET DISTANT; THENCE ALONG A FENCE LINE SOUTH 84° 46' EAST 10.05 FEET TO THE NORTHEAST CORNER, A 1 INCH CAPPED IRON PIPE STAMPED L.S. 2403 1970; THENCE SOUTH 0° 01' EAST 936.22 FEET TO THE SOUTHEAST CORNER, A 1 INCH CAPPED IRON PIPE STAMPED LS 2403 1970, SET IN A FENCE LINE; THENCE NORTH 81° 22' WEST 10.14 FEET TO A 8 INCH ROUND CORNER FENCE POST; THENCE

ALONG THE EXISTING FENCE MARKING THE EL DORADO COUNTY FAIR
GROUNDS NORTH 0° 01' WEST 935.63 FEET TO THE POINT OF
COMMENCEMENT.

APN: 325-280-24-100

EXHIBIT “B”

COPY OF SITE PLAN AND FLOOR PLAN

(See Attached)

EXHIBIT “C”

DEPICTION OF COURT PARKING

(See Attached)

EXHIBIT “D”

LIST OF DISPUTES AS OF THE EFFECTIVE DATE

1. Edward L. Kemper v. El Dorado County, United States District Court for the Eastern District of California, Sacramento Division, Case No. 2:08-cv-00384-GEB-GGH, filed February 20, 2008. Edward Kemper sued El Dorado County alleging violation of the Americans with Disabilities Act, the Rehabilitation Act of 1973, the California Disabled Rights Act, and the Unruh Civil Rights Act, among other things, in respect of equal access to land and buildings owned by the County, such as public county courthouses. The complaint seeks declaratory and injunctive relief in addition to compensatory and exemplary damages and a judgment requiring the County to make significant upgrades to County facilities, including walkways, parking lots, counters, doors, and restrooms. An Initial Scheduling Conference was scheduled for May 12, 2008.

EXHIBIT “E”

CATEGORIES OF PROPERTY DISCLOSURE DOCUMENTS

- 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.

EXHIBIT “F”

FORM OF JOINT OCCUPANCY AGREEMENT

(See Attached)

EXHIBIT "G"

FORM OF MEMORANDUM OF JOINT OCCUPANCY 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: 325-280-24-100; County of El Dorado

MEMORANDUM OF JOINT OCCUPANCY AGREEMENT

THIS MEMORANDUM OF JOINT OCCUPANCY AGREEMENT (“**Memorandum**”) is made and entered into the ____ day of _____, 200__ by and between the County of El Dorado, whose present address is _____ (“**County**”), and the Judicial Council of California, Administrative Office of the Courts (“**AOC**”), whose present address is 455 Golden Gate Avenue, San Francisco, CA 94102, Attention: Assistant Director, Office of Court Construction and Management, with respect to the following facts:

RECITALS

A. 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 a street address of Building C, 2850 Fairlane Court, Placerville, California, as more particularly described on **Attachment 1** to this Memorandum (“**Land**”), together with the improvements located thereon containing the court facility commonly known as Building “C”, and all other buildings, structures, and improvements located on and/or affixed to the Land (together with the Land, the “**Real Property**”);

B. Under that certain Transfer Agreement For The Transfer of Responsibility For Court Facility between AOC and County dated as of _____, 200__, AOC and County have entered into that certain Joint Occupancy Agreement, dated as of _____, 200__ (“**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;

C. 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);

D. 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 TO IMMEDIATELY FOLLOW]

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: Leslie G. Miessner
Title: Attorney
Date: _____

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

ATTEST:
Cindy Keck, Clerk of the Board

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

By: _____
Cindy Keck

By: _____
Name: Rusty Dupray
Title: Chair, Board of Supervisors
Date: _____

AOC ACKNOWLEDGMENT

**STATE OF CALIFORNIA
COUNTY OF 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)

**STATE OF CALIFORNIA
COUNTY OF 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.

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COUNTY ACKNOWLEDGMENT

**STATE OF CALIFORNIA
COUNTY OF EL DORADO**

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COUNTY OF EL DORADO**

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Signature _____ (Seal)

ATTACHMENT 1 TO EXHIBIT "G"

LEGAL DESCRIPTION OF THE PROPERTY

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

ALL THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 10 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED, A 1 ½ INCH CAPPED IRON PIPE, BEING A CORNER OF THE EL DORADO COUNTY FAIR GROUNDS, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 13, BEARS NORTH 53° 32' 30" WEST, 1236.60 FEET; THENCE FROM SAID POINT OF BEGINNING, ALONG AN EXISTING FENCE LINE, SOUTH 84° 46' EAST, 644.56 FEET, TO AN 18 INCH OAK; THENCE CONTINUING ON FENCE, ALONG WESTERLY SIDE OF A LANE SOUTH 12° 47' WEST, 167.59 FEET, A 16 INCH OAK; THENCE SOUTH 18° 31' WEST 307.51 FEET, A 24 INCH OAK; THENCE SOUTH 0° 30' WEST 341.94 FEET, A ¾ INCH IRON PIPE AT AN ANGLE IN FENCE; THENCE SOUTH 31° 11' EAST, 104.93 FEET, A CORNER FENCE POST; THENCE LEAVING LAST DESCRIBED FENCE AND ALONG A FENCE ON THE SOUTHERLY SIDE OF A PEAR ORCHARD SOUTH 62° 46' WEST, 126.36 FEET, A FENCE POST; THENCE LEAVING SAID FENCE NORTH 81° 22' WEST 450.78 FEET TO A POINT IN THE EAST FENCE LINE OF EL DORADO COUNTY FAIR GROUNDS, THENCE ALONG SAID FENCE NORTH 0° 01' WEST, 935.63 FEET TO THE POINT OF BEGINNING.

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COMMENCING AT THE NORTHWEST CORNER THEREOF A 1 ½ INCH CAPPED IRON PIPE, A CORNER OF THE EL DORADO COUNTY FAIR GROUNDS AND FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 13' BEARS NORTH 53° 32' 30" WEST 1236.60 FEET DISTANT; THENCE ALONG A FENCE LINE SOUTH 84° 46' EAST 10.05 FEET TO THE NORTHEAST CORNER, A 1 INCH CAPPED IRON PIPE STAMPED L.S. 2403 1970; THENCE SOUTH 0° 01' EAST 936.22 FEET TO THE SOUTHEAST CORNER, A 1 INCH CAPPED IRON PIPE STAMPED LS 2403 1970, SET IN A FENCE LINE; THENCE NORTH 81° 22' WEST 10.14 FEET TO A 8 INCH ROUND CORNER FENCE POST; THENCE ALONG THE EXISTING FENCE MARKING THE EL DORADO COUNTY FAIR GROUNDS NORTH 0° 01' WEST 935.63 FEET TO THE POINT OF COMMENCEMENT.

APN: 325-280-24-100

EXHIBIT “H”
LIST OF SERVICE CONTRACTS

EXHIBIT ‘T’
BONDED INDEBTEDNESS DOCUMENTS