

Facility #42-B1;

Building Name: Figueroa Division;

Building Address: 118 East Figueroa, Santa Barbara, CA 93101

**TRANSFER AGREEMENT
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE COURTS,
AND THE COUNTY OF SANTA BARBARA
FOR THE TRANSFER OF RESPONSIBILITY FOR COURT FACILITY**

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TRANSFER AGREEMENT

1. PURPOSE

The Judicial Council of California (“**Council**”), Administrative Office of the Courts (together, the “**AOC**”), and the County of Santa Barbara (“**County**”), set forth the terms and conditions for the transfer of responsibility for funding and operation of the trial court facility commonly known as Figueroa Division Courthouse, located at 118 East Figueroa, Santa Barbara, California 93101, and for conveyance to the State of California on behalf of the Council of the County’s title to the Court Facility and the Land on which it is located.

2. BACKGROUND

The Lockyer-Isenberg Trial Court Funding Act of 1997, AB 233 (Escutia and Pringle) provides for transfer of the primary obligation for funding of court operations from the counties to the State. The restructuring of funding for trial court operations accomplished by the Lockyer-Isenberg Trial Court Funding Act of 1997 ended a dual system of county and State funding of, and created a more stable and consistent funding source for, trial court operations. The Trial Court Facilities Act of 2002 was adopted to provide for the transfer of responsibility for funding and operation of trial court facilities from the counties to the AOC. The Parties enter into this Agreement to implement the provisions of the Act as it exists on the Effective Date.

3. DEFINITIONS

“**Acceptance Document**” means a certificate of acceptance or certified resolution evidencing the PWB’s approval of the Transfer of Title.

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

“**Agreement**” means this Transfer Agreement, together with the attached Exhibits.

“**AOC Authorized Signatory**” means the AOC’s Business Services Senior Manager, Grant Walker.

“**Building**” means the building on the Land in which the Court Facility is located, and all connected or related structures and improvements and all Building Equipment.

“**Building Equipment**” means all installed equipment and systems that are integral to the operation of the Building.

“**CASA Lease**” has the meaning ascribed to it in section 4.3.10.1 of this Agreement.

“**Closing**” means the performance of all acts required to complete the Transfer under this Agreement, the Closing Documents, and the Act.

“**Closing Date**” means the date on which the Grant Deed is recorded in the Office of the County Recorder.

“**Closing Documents**” means the documents listed in section 5.1.1 of this Agreement.

“**Controller**” means the State Controller.

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

“**County Authorizing Document**” means a copy of a certified resolution evidencing that the County has taken all steps and obtained all approvals required to: (1) authorize the County Authorized Signatory to execute this Agreement and the Closing Documents on behalf of the County; and (2) authorize the County to enter into this Agreement and the Closing Documents.

“**County Facilities Payment**” means the payments the County must make to the Controller with respect to the Court Facility under Article 5 of the Act.

“**County Parking**” means those parking spaces in the parking lot located on the County Land, and used exclusively by County employees and staff, as depicted on **Exhibit “E”** to this Agreement.

“**County Parking Lot**” means the County-owned parking lot located in the center of the city block bounded by Santa Barbara Street, Garden Street, Carrillo Avenue, and Figueroa Street, approximately three blocks from the Real Property.

“**County Parties**” means the County, its political subdivisions, and their respective officers, agents, and employees.

“**County Land**” means the parcel of land commonly known as 117 E. Carrillo Street, Santa Barbara, California, on which the County Probation Department Building is located and more particularly described on **Exhibit “A-1”**.

“**County Telecommunications Infrastructure**” has the meaning ascribed to it in section 4.3.11 of this Agreement.

“**Court**” means the Superior Court of California for the County of Santa Barbara.

“Court Facility” means the 47,370 square foot trial court facility commonly known as Figueroa Division Courthouse, located at 118 East Figueroa, Santa Barbara, California 93101, which occupies the entirety of the Building, and all spaces, fixtures, and appurtenances described in section 70301(d) of the Act, including the On-Site Court Parking, seven rooms for holding superior court, six chambers of judges of the Court, rooms for attendants of the Court, two rooms for secure holding of prisoners attending Court sessions, rooms for storage, and certain other areas required or used for Court functions. A copy of a site plan depicting the location of the Building on the Land is attached as **Exhibit “E”** to this Agreement.

“Court-County Agreement” means the Agreement To Provide General Services Between County of Santa Barbara And Santa Barbara County Superior Court, effective as of July 1, 2007, as amended from time to time.

“Dispute” means each and every pending or threatened claim, liability, litigation, arbitration, mediation, administrative proceeding, settlement negotiation, or other dispute-resolution proceeding related to the Property. An accurate and complete list of all Disputes as of the Effective Date is set forth in **Exhibit “F”**.

“Effective Date” means the date this Agreement is signed by the last Party to sign.

“Environmental Law” means federal, state, or local laws, ordinances, regulations, rules, statutes, and administrative actions or orders respecting hazardous or toxic substances, waste, or materials, or industrial hygiene.

“Equipment Permits” means any governmental permits, certificates, and approvals required for lawful operation of any of the Building Equipment.

“Grant Deed” means the document entitled Grant Deed that is similar in form and content to the document attached to this Agreement as **Exhibit “C”** and by which the County will convey to the State on behalf of the Council title to the Real Property.

“Hazardous Substance” means any material or substance regulated under any Environmental Law.

“Indemnified Loss” means all claims, demands, liabilities, damages, attorney fees, costs, expenses, and losses as to which either Party is obligated to indemnify the other Party under this Agreement and the Closing Documents.

“Intangible Personal Property” means all of the County’s: (1) contract rights and commitments related to the Real Property; (2) warranties, permits, licenses, certificates, guaranties, and suretyship agreements and arrangements, and indemnification rights in favor of the County with respect to the Real Property; (3) commitments, deposits, and rights for Utilities relating to the Real Property; (4) engineering, accounting, title, legal, and other technical or business data concerning the Real Property

or the Tangible Personal Property; (5) deposits, deposit accounts, and escrow accounts arising from or related to any transactions related to the Property, and rights to receive refunds or rebates of impact fees, assessments, charges, premiums, or other payments made by the County in respect of the Property, if these refunds or rebates relate to the period on or after the Closing Date; or (6) all other intangible rights, interests, and claims of the County which are a part of or related to the Property. Notwithstanding the foregoing, the term "Intangible Personal Property" does not include any of the items described in (1) through (5), above, where and to the extent related to the development, construction, or completion of the Remodel Project.

"Land" means the real property of approximately .983 acres as described on **Exhibit "A,"** including the County's (1) rights to enter and exit the Land, (2) recorded and unrecorded rights to water, water stock, oil, gas, minerals, and timber related to the Land, and (3) existing, granted development permits, entitlements, and air and view rights.

"Law" means State and federal codes, ordinances, laws, regulations, the California Rules of Court, and judicial and administrative orders and directives that are binding on the County and issued by a court or governmental entity with jurisdiction over the County.

"LIM" has the meaning ascribed to it in section 4.3.11 of this Agreement.

"Material Agreements" means any and all agreements, contracts, or understandings (whether written or unwritten) relating to the 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.

"Occupancy Agreement" means any agreement or arrangement that entitles a third party to occupy or use the Real Property.

"Occupant" means any third party that occupies, possesses, or uses the Real Property under an Occupancy Agreement.

"Off-Site Court Parking" means a total of 81 parking permits for parking in the County Parking Lot, comprised of 46 parking permits for undesignated, "first-come, first served" Court parking in the County Parking Lot, and 35 parking permits for dedicated Court parking spaces in the County Parking Lot, all on the terms set forth in section 4.4.2 of this Agreement.

"On-Site Court Parking" means the secured parking lot located on the Land adjacent to the Court Facility, for the exclusive use of judges, Court employees, and other Court staff, as depicted on **Exhibit "E"** to this Agreement.

“**Operation**” means the administration, management, maintenance, and repair of designated areas of the Real Property and the Unaffixed Modular Facility.

“**Party**” means either of the AOC or the County, and “**Parties**” means the AOC and the County.

“**Pending Projects**” means any pending maintenance project or other project involving the Court Facility under sections 70326(d) or 70331(c) of the Act.

“**Property**” means all right, title, and interest in and to the Real Property and the Tangible Personal Property.

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

“**PWB**” means the State Public Works Board.

“**Real Property**” means the Land, the Building, and the On-Site Court Parking.

“**Remodel Project**” means the remodel project as described in **Exhibit “H”** attached to this Agreement.

“**Security-Related Areas**” means those portions of the Real Property that are used for secure holding and transport of prisoners, including holding cells, sallyports, and secured elevators, staircases, and hallways.

“**Service Contracts**” means any contracts between the County and any third parties under which goods or services are provided to the Real Property.

“**State**” means the State of California.

“**State License**” has the meaning ascribed to it in section 4.3.1 of this Agreement.

“**State Parties**” means the Council, the Administrative Office of the Courts, and the Court, their political subdivisions, and their respective officers, agents, and employees.

“**Tangible Personal Property**” means any unaffixed item that is, on the Closing Date, located on or in, or used in or necessary to the use, occupancy, or operation of, the Real Property. The term “**Tangible Personal Property**” does not include any of the “**Excluded Tangible Personal Property**” listed on **Exhibit “B”** to this Agreement.

“**Transfer of Responsibility**” or “**Transfer**” means the County’s full and final grant, transfer, absolute assignment, and conveyance to the applicable State Parties, and the State Parties’ full and final acceptance and assumption of, entitlement to and responsibility for, all of the County’s rights, duties, and liabilities arising from or related to the Real Property under this Agreement and the Act, except for those duties and liabilities expressly retained by the County under this Agreement and the Act, and Disputes related to facts or circumstances occurring prior to the Closing Date. The terms “Transfer of Responsibility” and “Transfer” include the Transfer of Title.

“**Transfer of Title**” means the County’s conveyance to the State on behalf of the Council of all of the County’s right, title, and interest in and to the Property.

“**Unaffixed Modular Facility**” means the “commercial coach” or “special commercial coach” (as such terms are defined in California Health and Safety Code, sections 18001.8 and 18012.5) that is owned by the County, and a portion of which is located on the Land, as shown on **Exhibit “E”** to this Agreement, and which is occupied and used by both the Court and the County, including all rooms, common and connecting spaces, and heat, ventilation, air-conditioning, light, and fixtures for such rooms and common and connecting spaces, collectively.

“**Utilities**” means all of the utilities provided to the Real Property and the Unaffixed Modular Facility, except for telecommunications services.

4. RESPONSIBILITIES AFTER TRANSFER

4.1 Transfer of Responsibility; Transfer of Title. On the Closing Date, the Transfer from the County to the State Parties will occur under this Agreement and the Closing Documents.

4.2 General Responsibilities After Transfer. Upon the completion of the Transfer, the Parties will have the general rights, duties, and liabilities set forth in the Act in respect of the Property, except as expressly delegated by the Parties in this Agreement, the Closing Documents, or any other agreement.

4.3 Specific Responsibilities After Transfer. The Parties will have the following specific rights, duties, and liabilities after the Transfer:

4.3.1 State License. Concurrently with the Transfer of Title, the County grants the State Parties a license over the County Land (“**State License**”), as more particularly described in **Exhibit “A-2”**, for the State Parties’ ingress, egress, and access over and through the County Land to the Land and the Building in connection with the State Parties’ continued right and obligation for Operation and use of the Real Property. Notwithstanding the foregoing, in the event the County requires the area located in the State License area for the purpose of expanding the County Probation

Department Building, the State License will terminate, and be of no further force or effect, upon one year's prior, written notice to the AOC.

4.3.2 Utilities. If not completed before the Closing Date, the Parties will work together, diligently, and in good faith, to cause the County's accounts with all providers of Utilities to the Real Property and the Unaffixed Modular Facility, except third-party providers of telecommunication services, to be assigned to and assumed by the AOC as of the Closing Date. If any Utility accounts cannot be assigned to the AOC, the Parties will work together to cause the County's accounts to be closed as of the Closing Date and new accounts for those Utilities to be opened in the name of the AOC. The County will be responsible to pay all charges and fees for the Utilities provided to the Real Property and the Unaffixed Modular Facility, for all periods prior to the Closing Date, and the AOC or the Court will be responsible for payment of the fees and charges for Utilities provided to the Real Property and the Unaffixed Modular Facility, on and after the Closing Date. The County will send to the AOC all invoices and other communications concerning accounts for Utilities provided to the Real Property after the Closing Date, and the AOC will be responsible to cause payment of these invoices. The County will promptly reimburse the AOC for any Utilities cost for which the County is responsible.

4.3.3 Insurance. The County will have no further obligation to maintain insurance coverage for the Real Property, except that the County will continue to be solely liable for and responsible to insure any County personal property and equipment that remains on or in the Real Property and the Unaffixed Modular Facility.

4.3.4 Building Equipment. If any federal, State, or local Equipment Permits are not in full force and effect on the Closing Date, the County will remain responsible to obtain current and valid Equipment Permits for that Building Equipment as soon as possible thereafter, at the County's sole expense. At its sole expense, the AOC will assume responsibility for further maintenance and permitting of the Building Equipment when the County has delivered to the AOC current, valid copies of all required Equipment Permits. The County will at all times be and remain responsible to procure and maintain in full force and effect any governmental permits, certificates, or approvals that are required for lawful Operation of any systems or equipment in or serving the Unaffixed Modular Facility.

4.3.5 Correspondence. The County will direct all correspondence, invoices, and information related to Operation of the Real Property for the period on and after the Closing Date to the AOC's Office of Court Construction and Management consistent with section 13 of this Agreement.

4.3.6 County Facilities Payments. The County will make all County Facilities Payments in accordance with the Act and section 6 of this Agreement.

4.3.7 Disputes. The County will promptly notify the AOC in writing of any Dispute that arises after the Closing Date that concerns or alleges: (1) acts or omissions of the County committed at any time related to the Property or the Unaffixed Modular Facility; or (2) an event or incident to which the County's indemnification obligations in section 8.2 of this Agreement do or may apply. The County will manage and be entirely liable and responsible for those Disputes, but the AOC may elect, but is not required, to participate at the AOC's sole expense in the litigation or other resolution of those Disputes. If the AOC elects to participate in the litigation or other resolution of a Dispute, the AOC will not obstruct or interfere with the County's ability to resolve the Dispute.

4.3.8 Personal Property. If either Party determines that there exists any Tangible Personal Property or Intangible Personal Property not previously transferred or assigned to the AOC, that Party will promptly provide to the other Party a notice that includes a reasonably-detailed, written description of that property. At the AOC's request, the County will transfer, convey, or assign to the AOC any or all of the Tangible Personal Property or Intangible Personal Property described in that notice.

4.3.9 Adjustments. The Parties will make the appropriate adjustments for prorations or computations required by this Agreement or the Closing Documents as promptly as reasonably possible once accurate information becomes available evidencing that either Party is entitled to an adjustment. Any prorations will be based on a 365-day fiscal year. The Party entitled to the adjustment will make written demand on the other Party for the adjustment within one year after the Closing Date or other event entitling a Party to an adjustment, and will provide a reasonably-detailed explanation of the basis for the demand and all supporting documentation. The Parties will promptly pay each other any corrected proration or adjustment amounts.

4.3.10 Occupancy Agreements. The County will continue to be responsible for any Occupancy Agreements not assigned to the AOC at Closing, and promptly following notice from the AOC, the County will terminate any of those Occupancy Agreements and return to the State full possession of the Real Property occupied under those Occupancy Agreements. The County will promptly pay to the AOC all payments or prepayments it receives from an Occupant for use or occupancy of the Property on or after the Closing Date. The AOC will have the right to receive all income from Occupants for all periods on and after the Closing Date.

4.3.10.1 Court Appointed Special Advocates ("CASA"). The Parties acknowledge that CASA is occupying certain County-exclusive space in the Unaffixed Modular Facility under a written lease agreement with the County ("**CASA Lease**"). In the event the AOC removes the Unaffixed Modular Facility from the Land under section 4.4.4 of this Agreement due to an expansion of the Court Facility, the AOC will be responsible for the costs incurred to seek, relocate, and provide CASA alternate space during the initial 10 year term of the CASA Lease. In no event will the AOC's

financial obligations under this section 4.3.10.1 continue beyond the initial 10 year term of the CASA Lease.

4.3.11 IT/Telephone Services. The County's telephone system, including the telephone line interface module and related equipment and its associated subcomponents (e.g., power supplies, batteries, rectifiers, UPSs, cable modems, etc.) (collectively, the "LIM"), are located in the IT/Data room in the basement of the Building. Entry to the IT/Data room is through the room that houses the main Building electrical meter and switchgear. The IT/Data room is identified by a County label as "Tele/Data B-A". In addition, the County has installed underground, interbuilding conduit, conduit banks, maintenance holes, pullboxes, and vaults that contain cabling and fiber that are a part of the County's telecommunications system that serves the Building and other County-owned facilities, including the DA Building, the Santa Barbara Police Department, and the Santa Barbara County Courthouse (collectively, the "**County Telecommunications Infrastructure**"). For purposes of this Agreement, the County Telecommunications Infrastructure also includes the County Sheriff's Department radio repeaters and County Mainframe Consortium 3490 back-up tapes off-site library located in the Unaffixed Modular Facility, and the antenna located on the roof of the Unaffixed Modular Facility. The County is the telecommunications service provider for the Building. Voicemail for the Court Facility is provided by an OCTEL system through switches provided to the County by NEC Unified Solutions. The LIM is tied into the County Telecommunications Infrastructure at the NEAX 2400 IPX station in the basement of the County Courthouse located at 1100 Anacapa Street, Santa Barbara, California. The County will continue to provide communications services, information technology services, and telephone support services to the Court in the Court Facility under the Court-County Agreement. Effective on the Closing Date, the AOC grants to the County the right of ingress, egress, and access to all parts of the Real Property (including the Unaffixed Modular Facility) in which any part of the LIM and/or the County Telecommunications Infrastructure is located, as reasonably required for the County's continued Operation, use, expansion, and replacement of the LIM and/or the County Telecommunications Infrastructure, all of which will remain the sole and exclusive responsibility and obligation of the County. The terms of this Agreement are not intended, and will not be deemed, to supersede, amend, or replace the terms of the Court-County Agreement.

4.3.12 Service Contracts. In connection with the Transfer, the County will not assign to the AOC, and the AOC will not accept or assume from the County, any of the Service Contracts. The County is and will remain solely responsible for all Service Contracts, including for the termination of all Service Contracts as they relate to the Real Property, at the County's sole cost and expense.

4.3.13 Underground Storage Tanks and Monitoring Wells. The underground storage tanks previously removed from the Real Property, and any monitoring wells previously or currently located in, on, or under the Real Property, and any monitoring wells that the County has placed or participated in placing, in, on, or under any real property in the vicinity of the Land for the purpose of monitoring the condition of soils or ground water in, on, under, or about the Land, are and will remain the sole and exclusive property, responsibility, and liability of the County, including all costs and expenses arising therefrom or related thereto. The County is and will remain responsible for the Operation of those monitoring wells in accordance with Law, and for performance of all obligations of the County under any contract between the County and any third party and any order issued to the County by any court or governmental agency, pertaining to the underground storage tanks, the monitoring wells, and/or any Hazardous Substances described in any such contract or order. In the event the County removes, closes, or abandons in place any storage tanks or monitoring wells in, on, under, about, or monitoring the condition of, the Land, at any time after the Effective Date, the County must do so in accordance with Law and the terms of any above-referenced contract or order to which the County is a party or by which the County is bound. The County is and will remain responsible for obtaining, maintaining, and complying with all permits, certificates, and approvals required for, and governmental or judicial orders pertaining to, the Operation, removal, or closure of the underground storage tanks and monitoring wells on or pertaining to the Real Property.

4.3.13.1 Prior Notice of Invasive Work. The County will give at least 15 business days prior, written notice to the AOC, in accordance with section 13 of this Agreement, before the County undertakes any of the following activities on the Land:

- (a) the performance of any invasive testing or sampling of the soils or ground water in, on, under, or around the Land;
- (b) the relocation, closure, abandonment, or removal of any monitoring well situated on or under the Land on the Effective Date;
- (c) the installation of any additional monitoring wells, devices, or equipment on or under the Land; or
- (d) the performance of any other work in, on, under, or about the Land for the purpose of evaluating, characterizing, monitoring, or remediating the environmental condition of the Real Property.

The AOC hereby grants to the County such reasonable rights of access to and use of the Land as the County may require to perform its obligations under any contract or governmental or court order to which the County is a party or by which the County is bound in respect of any Hazardous Substances, underground storage tanks, and

monitoring wells in, on, under, or about the Land, subject to the terms of this Agreement. The County shall make commercially-reasonable efforts to exercise such rights to access and use the Land in a way that minimizes interference with and disruption to the Court's operations in the Court Facility, including the Court's use of the On-Site Court Parking. The County will give the AOC prior, written notice of, and State Parties will be entitled to attend and to have, at the State Parties' sole expense, an environmental consultant engaged by the State Parties present to observe, any meetings or conference calls between the County and any governmental regulators concerning the environmental condition of the Land, and the performance of any invasive work or testing of the soils or ground water in, on, under, or about the Land. At the written request of the State Parties given to the County at least five days prior to the date of any invasive work or testing to be done on the Land, the State Parties will be provided with a split sample of any soil or ground water removed from any area on, under, or adjacent to the Land. Each Party will, upon the written request of the other Party, provide the other Party with a copy of any written materials they receive concerning the environmental condition of the Land, including, without limitation: the results of any testing or analysis made on or after the Effective Date of any soils or ground water removed from on, under, or adjacent to the Land; communications, inquiries, directives, and approvals from governmental agencies or regulators with jurisdiction over the Land, including a copy of any "no further action" letter or document of similar import; and any court order or consent decree issued on or after the Effective Date that is binding on the County in respect of the environmental condition of the Land.

4.3.14 Security-Related Areas. The County Sheriff's Department will remain liable and responsible for the secure entry, exit, transport, and holding of prisoners attending Court sessions to, from, through, and in the Security-Related Areas. The County will remain solely liable and responsible for all violations that, as of the Closing Date, have been identified by the State Board of Corrections, as to any Security-Related Areas. This Agreement does not supersede, replace, or modify any agreement between the County and the Court with respect to security staffing for the Real Property.

4.3.15 Liability for Seismic-Related Damage and Injury.

4.3.15.1 Application of Section 70324 of the Act. The Parties acknowledge that the AOC has assigned the Building a "Level V seismic rating" as defined in section 70301(h) of the Act; therefore, section 70324 of the Act applies to the Transfer of Responsibility and the Transfer of Title, and that section 70324 of the Act will continue to apply until any one of the events described in section 70324(b)(1) through (4) of the Act has occurred notwithstanding any subsequent repeal of section 70324 of the Act.

4.3.15.2 Allocation of Liability and Obligations. The liabilities and obligations of the Parties (including any indemnification obligations) with respect to any seismic-related damage and injury on or to the Property shall be as set forth in

section 70324 of the Act which, for the convenience of the Parties, is attached as **Exhibit “D”** and incorporated into this Agreement as though fully set forth in this Agreement. At all times that section 70324 of the Act applies in respect of the Property, the terms of section 70324 of the Act and this section 4.3.15 will prevail over any conflicting provisions of the Act, this Agreement, or the Closing Documents.

4.3.15.3 Termination of this Section and Related Indemnities.

When section 70324 of the Act no longer applies in respect of the Property, this section 4.3.15 will immediately and automatically expire and be of no further force or effect with respect to any subsequent seismic-related damage or injury in respect of the Property. Thereafter, the other terms of this Agreement and the Closing Documents, or any agreement entered into under section 70324(a)(4) of the Act and approved by the Director of Finance, if applicable, will apply to allocation of liability for seismic-related damage or injury on or to the Property.

4.3.16 Relief from Section 70311 Obligations. Effective upon the Transfer, the AOC confirms and agrees that: (i) the County will be and is relieved of any responsibility under section 70311 of the Act for providing to the Court those necessary and suitable court facilities currently located in the Building; and (ii) the County will be relieved of all responsibility, under section 70311 of the Act, for provision of necessary and suitable court facilities to the Court in, and in the immediate vicinity of, the City of Santa Barbara.

4.4 Specific Responsibilities After Effective Date. The Parties will have the following specific rights, duties, and liabilities on and after the Effective Date:

4.4.1 Material Changes. The County will not: (1) transfer or agree to transfer any right, title, or interest in the Real Property to any third party; (2) enter into any agreement concerning the Real Property without the AOC’s prior written consent; (3) do anything that would result in a change to the zoning or entitlements for use of the Real Property; or (4) act in any way that results in the Real Property being subject to a deficiency under section 70326(b) of the Act.

4.4.2 Parking. From and after the Closing Date, in addition to transferring the On-Site Court Parking under section 4.1 of this Agreement, the County will continue to provide the Off-Site Court Parking to the AOC, for use by the Court, in respect of the Court Facility, under the same terms and conditions as provided in section 4.3.13 of that certain Transfer Agreement Between the Judicial Council of California, Administrative Office of the Courts, and the County of Santa Barbara for the Transfer of Responsibility for Court Facility, effective as of October 1, 2007, with respect to the Santa Barbara Jury Assembly Building (#42-G-01), which terms and conditions are incorporated herein by this reference. The County’s obligation to provide the Off-Site Court Parking is for the continued use of judges, Court employees, other Court staff, witnesses, and jurors of all of the Court facilities located in downtown Santa Barbara: the

Court Facility; the Santa Barbara Jury Assembly Building (AOC #42-G1); and the Historic Courthouse (AOC # 42-A1). The Parties agree that the On-Site Court Parking and the Off-Site Court Parking together constitute parking in the same number of spaces, and of the same type and convenience, as the parking that was made available to the Court in respect of the Court Facility on October 1, 2001, in compliance with section 70330 of the Act.

4.4.2.1 County Parking. The Parties acknowledge that three parking spaces in the County Parking encroach onto the Land, as depicted on **Exhibit "E"**. Effective on the Closing Date, the AOC grants to the County the right of access to those three parking spaces located on the Land, as depicted on **Exhibit "E"**, as reasonably required for the County's continued use of the County Parking, the Operation of which will remain the sole and exclusive responsibility and obligation of the County.

4.4.3 Remodel Project. The County commenced the Remodel Project prior to the Effective Date, and the Closing Date will not occur until the County has obtained a final Certificate of Occupancy (or other document of the same import and purpose) in respect of the Remodel Project. The following terms will apply to the Remodel Project:

(a) Within 90 days after substantial completion of the Remodel Project, the County must obtain and provide to the AOC (a) all operation and maintenance manuals, (b) copies of all warranties, (c) all test reports showing satisfaction of applicable tests, (d) accurate "as built" plans and specifications, and (e) all necessary certificates and approvals from governmental agencies with jurisdiction over the Remodel Project.

(b) Effective on the Closing Date, for the consideration provided herein, the County assigns any and all warranties provided to the County under the Remodel Project to the AOC, and the AOC accepts said warranties. The County will cooperate with the AOC in any warranty calls that arise out of the Remodel Project.

(c) The County will, and does, indemnify, defend, and hold harmless the State Parties from and against any Indemnified Loss arising from, and occurring during, the Remodel Project.

4.4.4 Unaffixed Modular Facility. The County will retain title to and ownership of the Unaffixed Modular Facility, a portion of which is situated on the Land, as depicted on the site plan attached as **Exhibit "E"** to this Agreement, subject to the following terms and conditions:

(a) Effective on the Closing Date, the AOC grants to the County the right of ingress, egress, and access to all parts of the Land on which any part of the Unaffixed Modular Facility is located, as reasonably required for the County's

continued ownership and Operation of the Unaffixed Modular Facility; provided that, the County's right of ingress, egress, and access to the Real Property does not unreasonably interfere with the AOC's or the Court's use of the Real Property; and, the County grants to the AOC the right of ingress, egress, and access to all parts of the County's adjacent land on which any part of the Unaffixed Modular Facility is located, as reasonably required for the AOC's continued use, and possible removal, of the Unaffixed Modular Facility; provided that, the AOC's right of ingress, egress, and access to the County's adjacent land does not unreasonably interfere with the County's use of said land.

(b) The County will be responsible for the Operation of the roof, foundation, and exterior of the Unaffixed Modular Facility, whether on the Land or on the County's adjacent land; provided, however, that each Party will be responsible for the Operation of the respective HVAC equipment, located on the Land adjacent to the Unaffixed Modular Facility, which serves that Party's portion of the Unaffixed Modular Facility.

(c) Subject to section 4.3.10.1 of this Agreement, in the event the AOC receives approval to expand the Court Facility, the AOC will remove the Unaffixed Modular Facility from the Land, at its sole cost and expense, upon one year written notice from the AOC to the County. In the event the County desires to relocate or remove the Unaffixed Modular Facility from the Land prior to receiving notice from the AOC as provided in this section, the County will provide the AOC with written notice at least one year prior to such relocation or removal, and the County will be responsible for removal of the Unaffixed Modular Facility at the County's sole cost and expense.

(d) Each Party will be entitled to continue to occupy and use, and each Party will be responsible for the Operation of, the portion of the interior of the Unaffixed Modular Facility that it occupies on the Effective Date, except for any of the County Telecommunications Infrastructure located in the AOC portion of the interior of the Unaffixed Modular Facility, all of which will remain the sole and exclusive responsibility and obligation of the County.

(e) In the event the Unaffixed Modular Facility cannot be occupied by one or both Parties due to physical loss, damage, or destruction that arises from a cause other than the gross negligence or willful misconduct of a County Party or a State Party, the Parties will equally share in the expense of the removal of the Unaffixed Modular Facility. Notwithstanding anything to the contrary in this Agreement, each Party will be solely responsible to arrange for its own relocation to and occupancy of alternate space.

4.5 Consultation Concerning Disposition of Court Facility. Pursuant to section 70391(c) of the Act, after the Transfer, the AOC will consult with the County concerning the disposition of the Court Facility if it becomes surplus. If requested by the County, the

AOC will offer the surplus Court Facility to the County at fair market value before offering it to any other State or local government agency.

5. THE CLOSING

5.1 The Closing Date. The Closing Date will occur upon recordation of the Grant Deed in the County Recorder's Office, provided that the Closing Date will not occur until the County has obtained a final Certificate of Occupancy (or other document of the same import and purpose) in respect of the Remodel Project. The Closing Date will not be affected by the date of delivery of the signed Closing Documents.

5.1.1 Closing Documents. The Closing Documents are as follows:

- (a) The Grant Deed; and,
- (b) any other documents required by Law, or reasonably requested by the State Parties or their title company, or the County to effect the Transfer.

5.1.2 Time For Signature. The Parties will sign the Closing Documents within the later to occur of (i) 10 days after the Effective Date, or (ii) 30 days prior to substantial completion of the Remodel Project. If the Closing Documents have not been fully signed by the Parties within time period set forth in the preceding sentence of this section 5.1.2, either Party that has signed the Closing Documents may terminate this Agreement and the Closing Documents upon five business days notice to the other Party, but if the Closing Documents are fully signed by the Parties prior to the end of the five business day period, any termination notice will be of no force or effect.

5.1.3 Cooperation. The AOC and County will cooperate to resolve to the satisfaction of the PWB any condition of the Real Property that may prevent the PWB's approval of the Transfer of Title.

5.2 Conditions for Closing. Neither the County nor the AOC will be obligated to consummate the Transfer unless the following conditions are satisfied or waived prior to the Closing Date. The conditions for the benefit of the County may only be waived by the County, and the conditions for the benefit of the AOC may only be waived by the AOC.

5.2.1 Conditions for the Benefit of the AOC. All of the County's representations and warranties in this Agreement must be accurate and complete in all material respects as though made on the Effective Date and the Closing Date; the County must not have breached any of the County's representations, warranties, or covenants in this Agreement; there must be no County Event of Default under this Agreement nor any circumstance which, but for the passage of time or the giving of notice or both, would constitute a County Event of Default as of the Closing Date; the County has obtained a final Certificate of Occupancy (or other document of the same import and purpose) in

respect of the Remodel Project; the PWB must have approved the Transfer of Title, as evidenced by a signed Acceptance Document; and a title insurance company acceptable to the State Parties must be irrevocably committed to issue an owner's policy of title insurance to the State upon the Closing insuring the State's ownership of title to the Real Property, subject only to exceptions acceptable to the State Parties.

5.2.2 Conditions for the Benefit of the County. All of the AOC's representations and warranties in this Agreement must be accurate and complete in all material respects as though made on the Closing Date; the AOC must not have breached any of the AOC's representations, warranties, or covenants in this Agreement; and there must be no AOC Event of Default under this Agreement nor any circumstance which, but for the passage of time or the giving of notice or both, would constitute an AOC Event of Default as of the Closing Date.

5.3 Delivery of Signed Agreement, Closing Documents, and County Authorizing Document. The last Party to sign the Closing Documents must deliver to the AOC, within three business days after signing, the signed originals of this Agreement and the Closing Documents, and the County must also deliver to the AOC, together with those signed originals, the County Authorizing Document. The AOC will endeavor to present this Agreement, the signed Closing Documents, and the County Authorizing Document to the PWB for approval of the Transfer of Title within 60 days after the AOC's receipt of the fully-signed originals of those documents. The AOC will endeavor to cause the Grant Deed to be recorded and the County's original set of the Closing Documents to be delivered to the County within 10 business days after the AOC's receipt of the Acceptance Document evidencing the PWB's approval of the Transfer of Title.

5.4 Delivery of Possession and Transfer of Title. On the Closing Date, the County will deliver to the State Parties custody and control over the Property, and the State Parties will be deemed to have accepted title to the Real Property.

5.5 "As-Is". Subject to the terms of this Agreement and the Act, the AOC will accept responsibility for the Real Property on the Closing Date and the State will be granted title to the Real Property on the Closing Date, respectively, in the "as is" condition of the Real Property.

6. COUNTY FACILITIES PAYMENT

6.1 Amount of County Facilities Payment. The annual amount of the County Facilities Payment is \$226,188.00, subject to adjustment under section 70362 of the Act. This amount is based upon a Closing Date occurring within the same fiscal quarter as the Effective Date. If the Closing Date does not occur in the same fiscal quarter as the Effective Date, the Parties will recalculate the County Facilities Payment as set forth in the Act.

6.1.1 Earthquake Insurance Premium Credit. Of the \$226,188.00 annual County Facilities Payment, the sum of \$2,668.00 is the annual amount that is allocated to payment of the annual premium for the County's earthquake insurance for the Real Property. The AOC agrees that for a period of 35 years from the Closing Date, the County is entitled to deduct \$2,668.00 from the annual amount of the County Facilities Payment paid by the County, and the County agrees that it will use the \$2,668.00 deducted from the County Facilities Payment each year to maintain and pay the premium for the County's earthquake insurance policy insuring the Real Property. The County will provide the AOC with verification that the earthquake insurance policy is in full force and effect and, at the request of the AOC, with copies of the earthquake insurance policy, as such policy may be issued or modified from time to time. The County will include, by specific endorsement to any earthquake insurance policy insuring the Real Property, the Council, the AOC, and the Court as an insured or covered party, as appropriate, and joint loss payees for any property damage claims payable under the terms and conditions of such earthquake insurance policy, with the same coverages and limits as the named insured under such earthquake insurance policy. If, for any year or portion of a year during the 35 consecutive years from the Closing Date, there will be no policy of earthquake insurance covering the Real Property, then the County will include in the County Facilities Payment paid for that year the \$2,668.00, or, if applicable, the pro rata portion of \$2,668.00 that relates to the portion of the year during which the County did not maintain a policy of earthquake insurance for the Real Property. Any such proration will be made in accordance with section 4.3.9 of this Agreement.

6.1.2 70357(e) Energy Credit. The Parties acknowledge that the County has implemented a "special improvement," as defined in section 70301(m) of the Act, in the Building to increase energy efficiency during the 2002 calendar year or thereafter, and that special improvement has resulted in measurable and ongoing net cost savings, which is not reflected in the County Facilities Payment as approved by the State's Department of Finance. In accordance with and subject to the limitations set forth in section 70357(e) of the Act, the County shall be entitled to an ongoing credit in the amount of \$4,740.00 annually against the County Facilities Payment, which is equal to the demonstrable ongoing cost savings to the State directly resulting from the special improvement to the extent not already reflected in the cost or consumption data used to determine utilities costs in connection with the calculation of the County Facilities Payment.

6.2 County Facilities Payment Obligation. The County will pay to the Controller the County Facilities Payment under Article 5 of the Act and section 6 of this Agreement.

6.2.1 First Quarterly Installment of County Facilities Payment. If the Closing Date falls on any date other than October 1, January 1, April 1, or July 1, the first quarterly installment of the County Facilities Payment will be prorated in accordance

with section 4.3.9 of this Agreement for the period from the Closing Date through and including the last day of the fiscal quarter in which the Closing Date occurs. For a period of 35 consecutive years from the Closing Date, so long as the County at all times maintains a policy of earthquake insurance for the Real Property as provided in section 6.1.1 of this Agreement, the regular quarterly installment of the County Facilities Payment will be \$54,695.00, based on the Closing Date occurring in the same fiscal quarter as the Effective Date, and which amount reflects: (i) the quarterly deduction of \$667.00, which deducted amount is one quarter of the annual earthquake insurance premium component of the County Facilities Payment; and, (ii) the quarterly deduction of \$1,185.00, which deducted amount is one quarter of the annual credit provided under section 70357(e) of the Act, all subject to adjustment under section 70362 of the Act. If the Closing Date does not occur in the same fiscal quarter as the Effective Date, the amount of the first quarterly installment payment will be recalculated in accordance with this section 6.2.1 and section 6.1, if applicable. No later than five business days after the Closing Date, the County will deliver to the Controller the first quarterly installment of the County Facilities Payment. After a period of 35 consecutive years from the Closing Date, and during any earlier year in which the County does not maintain a policy of earthquake insurance for the Real Property, the amount of the quarterly installments of the County Facilities Payment will increase by \$667.00 to a total of \$55,362.00, to include one-quarter of the amount of the County Facilities Payment that is allocated to the earthquake insurance premium. Unless such \$667.00 increase in the quarterly installment of the County Facilities Payment commences on the first day of a fiscal quarter, the \$667.00 increase will be prorated in accordance with section 4.3.9 of this Agreement for the first fiscal quarter in which it is paid.

7. REPRESENTATIONS AND WARRANTIES

Each Party hereby makes the representations and warranties set forth in this section 7 to the other Party as of both the Effective Date and the Closing Date. Each Party will give written notice to the other within five business days of its discovery of any facts, events, or circumstances that would render any information contained in that Party's representations and warranties in this Agreement or any Closing Document incomplete, untrue, or misleading, but if a Party makes that discovery within seven calendar days prior to the expected Closing Date, as it may be extended, then that Party must immediately deliver written notice of the relevant information to the other Party, whereupon the Closing will be automatically delayed to allow the Party receiving that notice sufficient time to decide whether to proceed with the Closing.

7.1 The County's Representations and Warranties. The phrase "to the best of the County's knowledge" or words of similar import, means the actual knowledge, after reasonable independent investigation and inquiry, of the County's Director of General Services, and the County hereby represents that this is the person within the County most

knowledgeable with respect to the matters described in the County's representations and warranties.

7.1.1 Duly Organized and Validly Existing. The County is a political subdivision of the State duly organized and validly existing under the Law of the State.

7.1.2 Authority. The County Authorized Signatory has been duly authorized and empowered to sign this Agreement and the 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 Closing Documents.

7.1.3 Due Execution and Delivery. This Agreement and the Closing Documents executed by the County are legal, valid, and binding obligations of the County and fully enforceable against the County.

7.1.4 No Conflict. This Agreement and the Closing Documents do not and will 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 which would prohibit, the County's execution, delivery, or performance of its obligations under this Agreement or the Closing Documents.

7.1.5 Title to Real Property. Other than those rights and interests that are subject to any recorded encumbrances: (1) the County has good and marketable fee title to the Real Property, free and clear of any liens, claims, encumbrances, or security interests in favor of third parties; and (2) no person or entity other than the County has any title or interest in or right to occupy or use the Real Property; and (3) the County has not granted, conveyed, or otherwise transferred to any person or entity any title or interest in or right to, or any future right to acquire any title or interest in or right to, the Real Property.

7.1.6 Title to Tangible Personal Property. The County has conducted a reasonable and diligent search to determine whether any of the Tangible Personal Property is property of the County. To the best of the County's knowledge, none of the Tangible Personal Property is property of the County as of the Effective Date, and the County does not claim any interest in the Tangible Personal Property.

7.1.7 Intangible Personal Property. To the best of the County's knowledge, there is no Intangible Personal Property.

7.1.8 No Disputes. To the best of the County's knowledge, with the exception of any Disputes specifically listed in **Exhibit "F,"** there are no pending or

threatened Disputes of any kind or character adversely affecting the Property, the County's right, title, and interest in and to the Property, or the County's right and ability to perform its obligations under this Agreement or the Closing Documents.

7.1.9 No Violations of Law. 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 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 Real Property. To the best of County's knowledge, all security-related areas of the Real Property, including but not limited to the holding cells, 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.

7.1.10 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. The County maintains 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.

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

7.1.12 No Environmental Violations. Except (i) as set forth in the Property Disclosure Documents or in any environmental assessments or investigations of the Real Property performed by the AOC, and (ii) the County's on-going remediation and monitoring of certain Hazardous Substances released from certain underground storage tanks located or previously located on or under the Land, the County has no knowledge of the actual, threatened, or suspected presence of any Hazardous Substance, and there are no existing violations of Environmental Laws in, on, under, adjacent to, or affecting the Real Property, except for any Hazardous Substance used or held in conformity with Environmental Laws.

7.1.13 Court Occupancy. Except for any Occupants, the Court occupies the entirety of the Building. To the best of the County's knowledge, the Court occupies approximately 50 percent, and the County occupies approximately 50 percent, of the Unaffixed Modular Facility.

7.1.14 No Special Circumstances. The County has not commenced any Pending Projects on the Real Property other than the Remodel Project described in

section 4.4.3 to this Agreement, no part of the Real Property is subject to “bonded indebtedness” as described in section 70301(a) of the Act, and the Building is not an “historical building” as defined in § 70301(f) of the Act.

7.2 AOC’s Representations and Warranties. The phrase “to the best of the AOC’s knowledge,” or words of similar import, means the actual knowledge, after reasonable independent investigation and inquiry, of the Director, Office of Court Construction and Management, and the AOC hereby represents that this is the person within the AOC most knowledgeable with respect to the matters described in the AOC’s representations and warranties.

7.2.1 Duly Organized and Validly Existing. 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.

7.2.2 Due Execution and Delivery. This Agreement and Closing Documents executed by the State Parties, are legal, valid, and binding obligations of each signing State Party and fully enforceable against those State Parties.

7.2.3 No Conflict. This Agreement and the 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 are subject or bound. Other than the PWB’s approval of the Transfer of Title, 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 or the Closing Documents.

8. INDEMNITIES

8.1 The AOC’s Indemnities. Except to the extent that the Indemnified Loss arises from: (1) the negligence or willful misconduct of the County Parties; or (2) the County Parties’ performance, on or after the Closing Date, of their obligations, if any, related to the Property under this Agreement, the Closing Documents, or any other agreement, the AOC indemnifies, defends, and holds harmless the County Parties against all Indemnified Loss asserted against the County Parties arising from the following:

8.1.1 Representations and Warranties. Any breach of or inaccuracy in the AOC’s representations and warranties contained in section 7.2 of this Agreement or in the Closing Documents;

8.1.2 AOC Covenants. Any breach by a State Party of its obligations set forth in this Agreement or the Closing Documents; and

8.1.3 AOC Responsibilities. Any event occurring on or after the Closing Date, or which is otherwise attributable to the time on or after the Closing Date,

arising from or related to the AOC's ownership, possession, operation, management, maintenance, and repair of, or responsibility for, the Real Property or the Unaffixed Modular Facility on and after the Closing Date. This indemnity cannot be construed to limit or diminish the State Parties' obligations contained in any agreement between any County Party and any State Party, or that are otherwise required by Law, which are required or permitted to be performed prior to the Closing Date.

8.2 The County's Indemnities. Except to the extent that the Indemnified Loss arises from: (1) the negligence or willful misconduct of the State Parties; or (2) the State Parties' performance, on or after the Closing Date, of their obligations, if any, related to the Property under this Agreement, the Closing Documents, or any other agreement, the County indemnifies, defends, and holds harmless the State Parties against all Indemnified Loss asserted against the State Parties arising out of the following:

8.2.1 County Covenants. Any breach by a County Party of its obligations set forth in this Agreement or the Closing Documents;

8.2.2 Representations and Warranties. Any breach of or inaccuracy in the County's representations and warranties contained in section 7.1 of this Agreement or set forth in the Closing Documents;

8.2.3 County Responsibilities. Any event occurring before the Closing Date, or which is otherwise attributable to the time prior to the Closing Date, related to the County's ownership, possession, Operation, and management of, or responsibility for, the Real Property or the Unaffixed Modular Facility before the Closing Date. This indemnity cannot be construed to limit or diminish the County Parties' obligations contained in any agreement between any State Party and any County Party, or that are otherwise required by Law, which are required or permitted to be performed after the Closing Date; and

8.2.4 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. section 9601 et seq.), or related provisions, for conditions that existed in, on, or under the Real Property at the time of the Closing whether or not known to the County.

9. **RIGHT TO AUDIT**

The County will maintain all records relating to the County Facilities Payment due and owing from the County under the Act, according to the time limits contained in the instructions for calculation of the County Facilities Payment. The County will also maintain an accounting system, supporting fiscal records, and agreements related to the Property, including the Property Disclosure Documents, adequate to ensure that all claims and disputes arising under this Agreement or the Closing Documents can be

resolved in accordance with the requirements of this Agreement and the Act. The County will also maintain records relating to all receipts and expenditures from the local courthouse construction fund established under Government Code section 76100, which the AOC has the right to audit under section 70391(d)(2) of the Act. The AOC may audit or inspect these records upon reasonable prior notice to the County.

10. 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 under section 12 of this Agreement with respect to resolution of disputes. The Parties may at any time mutually agree to commence the dispute resolution procedures in section 12 of this Agreement before the end of the Cure Period.

11. CONDEMNATION

If the County receives written notice advising of an actual or intended condemnation of the Real Property ("**Condemnation Notice**"), the County will immediately deliver a copy of that Condemnation Notice to the AOC. Effective on the Closing Date, the County assigns to the AOC all of the County's right, title, and interest in and to all proceeds of condemnation to which the County is entitled with respect to the Real Property.

12. DISPUTE RESOLUTION

12.1 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 Transfer transactions contemplated in this Agreement, the County Executive Officer and an Assistant Director of the AOC's Office of Court Construction & 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 as set forth in this section 12.1. If the dispute concerns a matter within the jurisdiction of the Court Facilities Dispute Resolution Committee (“**CFDRC**”), established by section 70303 of the Act, the Parties must first mediate the dispute before a Party may commence a dispute resolution proceeding before the CFDRC.

12.1.1 Initiation of Mediation. Either or both of the Parties may request the initiation of mediation for any dispute described in section 12.1, whether or not the dispute falls within the CFDRC’s jurisdiction, 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.

12.1.2 Selection of Mediator. Within ten 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 ten calendar days after delivery to the requesting Party of the Mediation Response, the Parties must apply to the CFDRC for selection of a neutral mediator to mediate the dispute. The Parties’ application to the CFDRC must be filed in accordance with the regulations and rules adopted by the CFDRC under the Act (“**CFDRC Regulations**”) and must include copies of the Mediation Request and the Mediation Response. The mediator must be a person knowledgeable in the provisions of the Act and with a reasonable degree of experience and expertise with the Transfers contemplated in the Act. 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 will 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 County and the AOC. The selection of a mediator by the CFDRC will be final and binding on the Parties.

12.1.3 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.

12.1.4 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 85 calendar days after the requesting Party's delivery to the responding Party of the Mediation Request.

12.1.5 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 governmental entity 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.

12.1.6 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.

12.1.7 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 will be confidential, for settlement purposes only, and will not be admissible in any hearing before the CFDRC or 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.

12.2 Referral to CFDRC. After compliance with the terms for mediation provided in section 12.1, any unresolved dispute involving any of the matters set forth in sections 70303(c)(1) through (5) of the Act will be referred to the CFDRC for hearing and recommendation to the Director of Finance, as contemplated in the Act and in accordance with the CFDRC Regulations.

13. 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, 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 Southern Regional Office
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 audit requests and notices by the County relating to termination of this Agreement or alleged breach or default by the AOC of this Agreement or a Closing Document must also be sent to:

Administrative Office of the Courts
Attention: Business Services Senior Manager
455 Golden Gate Avenue
San Francisco, CA 94102-3688
Voice: 415-865-4090
Fax: 415-865-4326

If to the County:

County of Santa Barbara
County Executive Office
Attention: Mr. Richard Morgantini
105 E. Anapamu Street, Suite 406
Santa Barbara, CA 93101
Voice: 805-568-3400
Fax: 805-568-3414

With a copy to:

County of Santa Barbara
Office of the County Counsel
Attention: Michael Ledbetter, Esq.
105 E. Anapamu Street, Suite 201
Santa Barbara, CA 93101
Voice: 805-568-2950
Fax: 805-568-2982

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 13. Any notice or communication sent under this section 13 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.

14. SURVIVAL OF TERMS AND PROVISIONS

The following sections of this Agreement will survive the Closing, and will thereafter remain in full force and effect: 3, 4.2, 4.3, 4.4, 4.5, 5.4 and 6 through 15, inclusive. All other rights and duties hereunder will cease upon the Closing. In the event of the termination of this Agreement, all documents, other tangible objects, and information containing or representing confidential or proprietary information 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 tangible objects will be promptly returned to the Party that disclosed them at that Party's written request.

15. MISCELLANEOUS

15.1 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.

15.2 Force Majeure. Neither Party will be responsible for performance under this Agreement to the extent 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.

15.3 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.

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

15.5 Third Parties Benefited. The State Parties are intended beneficiaries of all provisions of this Agreement and the Closing Documents for the benefit of the AOC.

15.6 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.

15.7 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. Both Parties have reviewed and negotiated this Agreement and the Closing Documents, and neither this Agreement nor the Closing Documents will be construed against a Party as the principal draftsman. The words “include” and “including” are not exclusive and mean “include, but are not limited to” and “including but not limited to,” respectively. Capitalized terms used in this Agreement have the meanings ascribed to them in this Agreement.

15.8 Integration; Amendments. This Agreement and the Closing Documents contain the entire agreement of the Parties with respect to the Transfer, and supersede all previous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties. This Agreement can be amended only by written agreement signed by both Parties.

15.9 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.

15.10 Severability. If a 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.

15.11 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 Closing Documents, and the Act, and (2) consummate the transactions contemplated herein, and will 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 Closing Documents, and the Act.

[SIGNATURE PAGE FOLLOWS]

I agree to the terms of this Agreement.

APPROVED AS TO FORM:
ADMINISTRATIVE OFFICE OF THE
COURTS, OFFICE OF THE GENERAL
COUNSEL

By: _____
Name: Leslie G. Miessner
Title: Attorney

Date: _____

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

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

Date: _____

ATTEST:

_____, Clerk of the Board

By: _____
Deputy

Date: _____

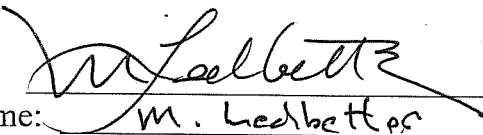
**COUNTY OF SANTA BARBARA, a political
subdivision of the State of California**

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

Date: _____

APPROVED AS TO FORM:

Daniel J. Wallace
County Counsel

By: 
Name: M. Ledbetter
Title: Deputy

Date: 4-24-08

EXHIBITS

Exhibit “A” – Legal Description of the Land

Exhibit “A-1” – Legal Description of the County Land

Exhibit “A-2” – Legal Description of the State License

Exhibit “B” – Excluded Tangible Personal Property Inventory

Exhibit “C” – Form of Grant Deed

Exhibit “D” – Text of Section 70324 of the Act

Exhibit “E” – Copy of Site Plan

Exhibit “F” – List of Disputes as of the Effective Date

Exhibit “G” – Categories of Property Disclosure Documents

Exhibit “H” – Description of Remodel Project

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

[See Attached]

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of the Block 140 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the Official Map thereof, more particularly described as follows:

BEGINNING in the northwesterly line of said Block 140, being in the southeasterly line of Figueroa Street and distant northeasterly along said southeasterly line, 108.90 feet from the most westerly corner of said Block 140;

- 1ST Thence, continuing along said southeasterly line North 41°30'41" East, 198.00 feet to the most northerly corner of lands described in Book 96, Page 107, Records of said County;
- 2nd Thence, along the northeasterly line of said lands, South 48°29'19" East, 224.72 feet to the most easterly corner of said lands;
- 3rd Thence, along the southeasterly line of said lands and the northwesterly line of lands described in Book 3, Page 153, Records of said County, South 41°30'26" West 184.90 feet to the most westerly corner of said lands;
- 4th Thence, along the northeasterly line of lands described in Book D, Page 76, Records of said County and the northeasterly line of lands described in Book 90, Page 433, Records of said County, North 48°29'22" West, 74.74 feet to an angle point in said lands;
- 5th Thence, along the northwesterly line of said lands, South 41°31'26" West, 11.00 to an angle point in said lands;
- 6th Thence, along the northeasterly line of said lands, North 48°29'22" West, 50.00 feet to the most northerly corner of said lands;
- 7th Thence, along the northwesterly line of said lands, South 41°28'00" West, 2.10 feet to the most easterly corner of lands described in Book 303, Page 104, Records of said County;
- 8th Thence, along the northeasterly line of said lands, North 48°29'22" West, 100.00 feet to the **POINT of BEGINNING**.

EXCEPT FOR that portion of the Land described in the Deed Recorded in Book 96, Page 107 of Official Records of Said County, more particularly described as follows;

BEGINNING at the most easterly corner of said lands;

- 1st Thence, along the southeasterly line of said lands, South 41°30'26" West, 14.34 feet;
- 2nd Thence, departing said southeasterly line, North 48°34'15" West, 40.27 feet;
- 3rd Thence, North 41°37'48" East, 14.40 feet to the northeasterly line of lands described in said Book 96, Page 107 of Official Records of said County;
- 4th Thence, along said northeasterly line, South 48°29'19" East, 40.24 feet to the Point of Beginning.

CONTAINING: 42,834 Square feet, more or less.
SUBJECT TO: All covenants, Rights, Rights-of-Way and Easements of record.
EXHIBIT "B": Attached and by this reference made a part hereof.



3/31/2008

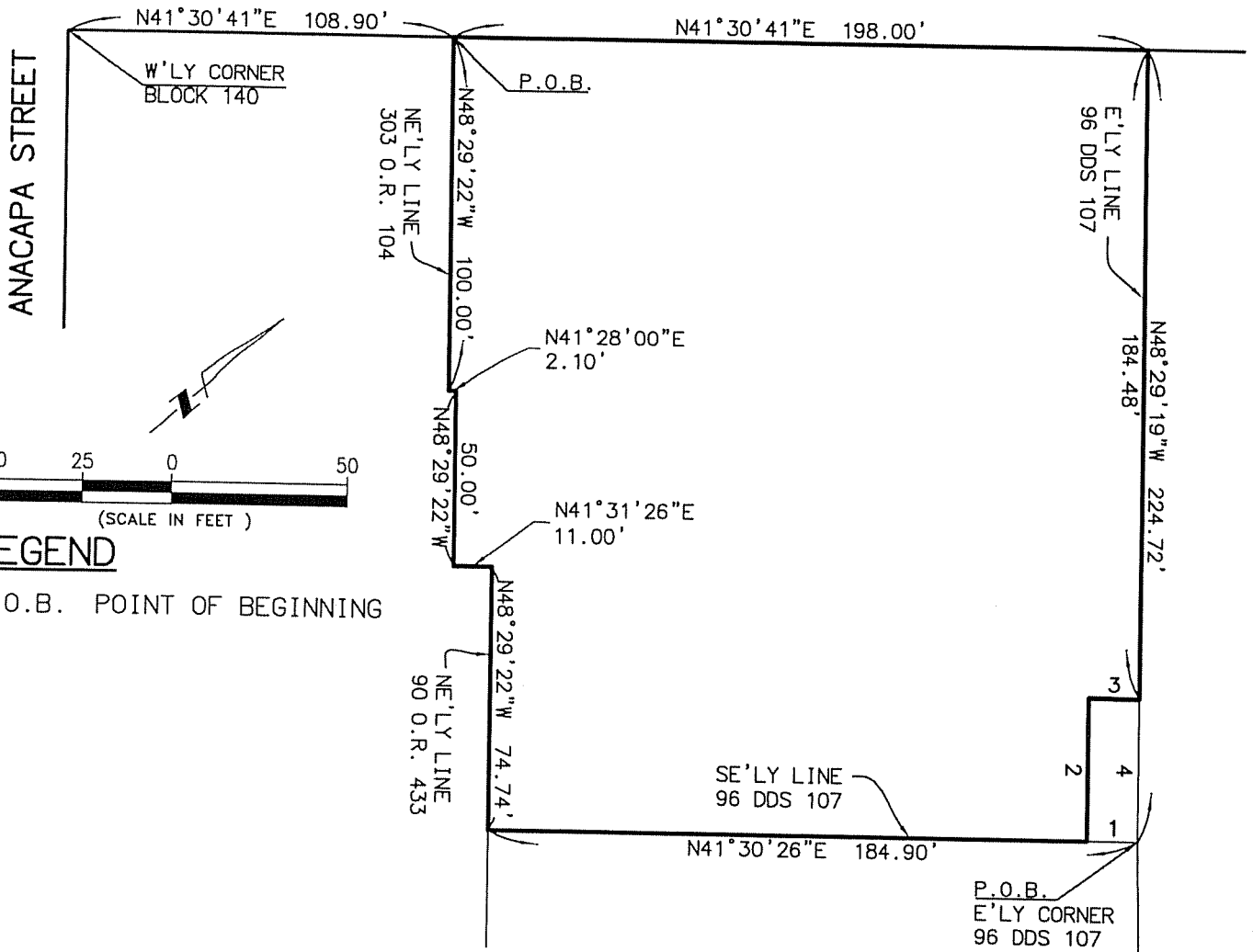
Matthew J. Vernon
PLS 7553, Exp. 12/31/2009

Date

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

FIGUEROA STREET



LEGEND

P.O.B. POINT OF BEGINNING



Matthew J. Vernon
 MATTHEW J. VERNON
 PLS 7553 (EXP 12-31-2009)

DATA TABLE

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N41°30'26"E	--	14.34'	--
2	N48°34'15"W	--	40.27'	--
3	N41°37'48"E	--	14.40'	--
4	N48°29'19"W	--	40.24'	--

RBF CONSULTING
 PLANNING ■ DESIGN ■ CONSTRUCTION
 4880 SANTA ROSA ROAD, SUITE 170
 CAMARILLO, CALIFORNIA 93012-5190
 805.383.3373 • FAX 805.383.3371 • www.RBF.com

APN 029-211-02
 PORTION BLOCK 140
 CITY OF SANTA BARBARA
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA

DATE: 6/11/07
 SCALE: 1"=50'
 SHEET: 1 OF 1
 CAD: MJV
 CHK'D: CT

EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE COUNTY LAND

[See Attached]

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of the Block 140 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the Official Map thereof, more particularly described as follows:

BEGINNING at a pipe survey monument set in the southeasterly line of said Block 140, being in the northwesterly line of Carrillo Street and distant northeasterly along said northwesterly line, 122.25 feet from the most southerly corner of said Block 140;

- 1ST Thence, departing said northwesterly line North 48°33'13" West, 225.50 feet to the most southerly corner of the land described in the Deed Recorded in Book 3, Page 153, Records of said County;
- 2nd Thence, along the southeasterly line of said lands and the southeasterly line of the lands described in Book 96, Page 107, Records of said County, North 41°30'26" East, 184.90 feet to the most easterly corner of said lands;
- 3rd Thence, South 49°36'52" East, 91.28 feet;
- 4th Thence, North 41°30'18" East, 3.00 feet;
- 5th Thence, South 48°29'42" East, 134.23 to the northwesterly line of Carrillo Street;
- 6th Thence, along said northwesterly line of Carrillo Street, South 41°30'18" West, 189.45 feet to the **POINT of BEGINNING**.

TOGETHER WITH that portion of the Land described in the Deed Recorded in Book 96, Page 107 of Official Records of Said County, more particularly described as follows;

BEGINNING at the most easterly corner of said lands;

- 1st Thence, along the southeasterly line of said lands, South 41°30'26" West, 14.34 feet;
- 2nd Thence, departing said southeasterly line, North 48°34'15" West, 40.27 feet;
- 3rd Thence, North 41°37'48" East, 14.40 feet to the northeasterly line of lands described in said Book 96, Page 107 of Official Records of said County;
- 4th Thence, along said northeasterly line, South 48°29'19" East, 40.24 feet to the **POINT of BEGINNING**.

CONTAINING: 42,971 Square feet, more or less.

SUBJECT TO: All covenants, Rights, Rights-of-Way and Easements of record.

EXHIBIT "B": Attached and by this reference made a part hereof.




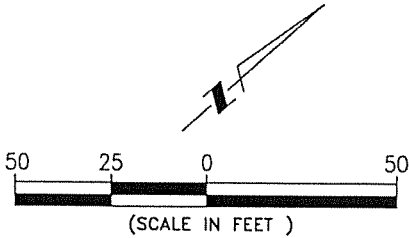

Matthew J. Vernon 3/31/2008
Date
PLS 7553, Exp. 12/31/2009

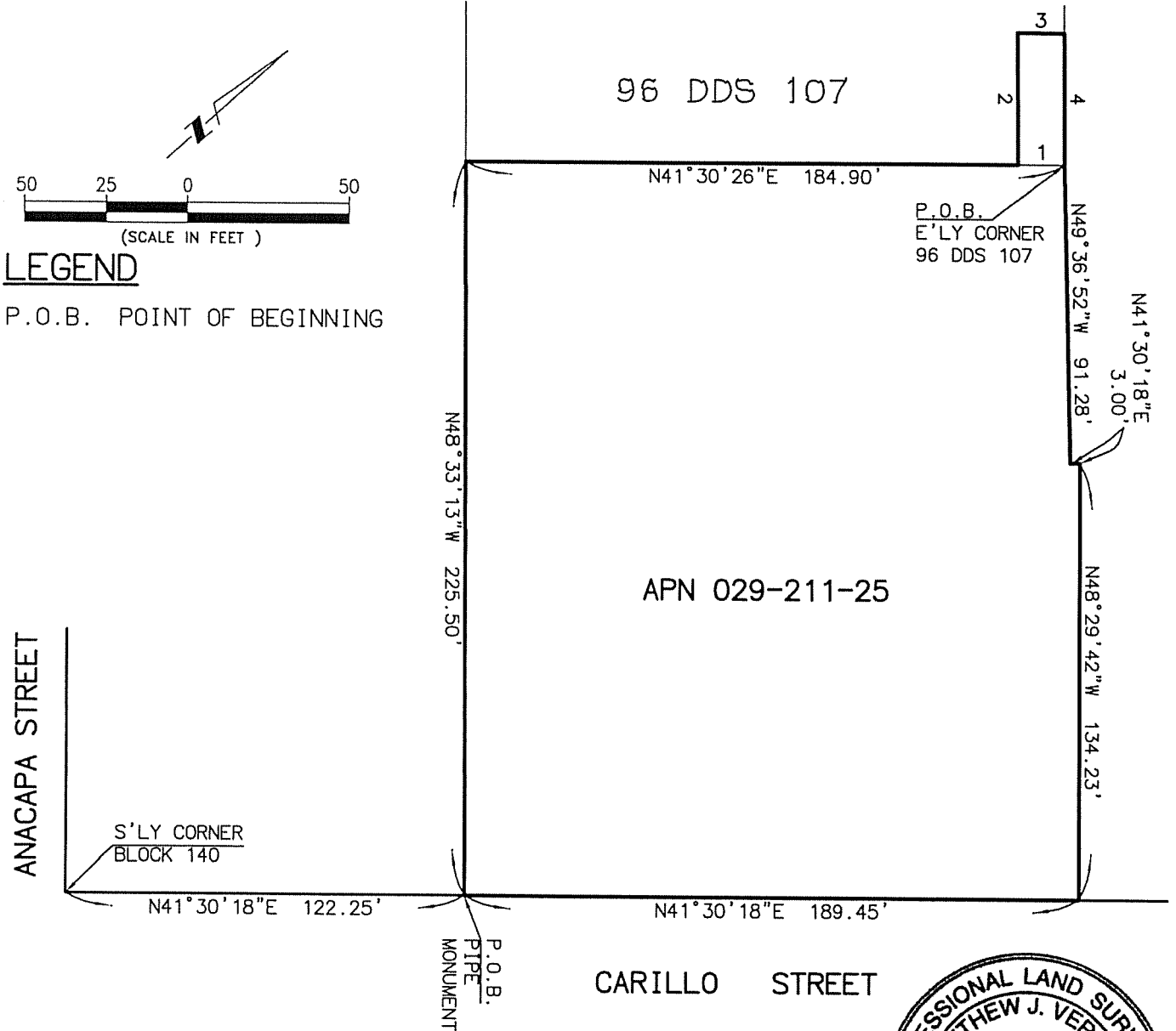
EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

P.O.B. POINT OF BEGINNING



DATA TABLE

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N41°30'26"E	---	14.34'	---
2	N48°34'15"W	---	40.27'	---
3	N41°37'48"E	---	14.40'	---
4	N48°29'19"W	---	40.24'	---



[Signature] 3/31/2008
 MATTHEW J. VERNON
 PLS 7553 (EXP 12-31-2009)

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APN 029-211-25
 PORTION BLOCK 140
 CITY OF SANTA BARBARA
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA

DATE: 6/11/07
 SCALE: 1"=50'
 SHEET: 1 OF 1
 CAD: MJV
 CHK'D: CT

EXHIBIT "A-2"

LEGAL DESCRIPTION OF THE STATE LICENSE

[See Attached]

EXHIBIT "A"
LEGAL DESCRIPTION
ACCESS

That portion of Block 140 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the Official Map thereof, more particularly described as follows:

COMMENCING at a pipe survey monument set in the southeasterly line of said Block 140, being in the northwesterly line of Carrillo Street and distant northeasterly along said northwesterly line, 122.25 feet from the most southerly corner of said Block 140;

Thence, continuing northeasterly along said northwesterly line of Carrillo Street 1.83 feet to the **POINT of BEGINNING**;

- 1ST Thence, departing said northwesterly line North 48°02'48" West, 187.94 feet;
- 2nd Thence, North 40°54'43" East, 144.73 feet;
- 3rd Thence, North 48°09'58" West, 36.06 feet to the southeasterly line of the lands described in Book 96, Page 107, Records of said County;
- 4th Thence, along said southeasterly line, North 41°30'26" East, 22.22 feet;
- 5th Thence, departing said southeasterly line, South 48°09'58" East, 44.02;
- 6th Thence, North 41°50'02" East, 8.10 feet;
- 7th Thence, South 48°30'51" East, 181.42 feet to the northwesterly line of Carrillo Street;
- 8th Thence, along said northwesterly line, South 41°30'18" West, 8.62 feet;
- 9th Thence, departing said northwesterly line, North 48°44'23" West, 165.37 feet to the beginning of a curve concave southerly having a radius of 5.00 feet;
- 10th Thence, northwesterly and westerly along said curve through a central angle of 89°55'01" an arc distance of 7.85 feet;
- 11th Thence, South 41°20'36" West, 137.47 feet to the beginning of a curve concave easterly having a radius of 5.00 feet;
- 12th Thence, southerly and southeasterly along said curve through a central angle of 89°53'54" an arc distance of 7.85 feet;
- 13th Thence, South 48°33'18" East, 164.95 feet to the northwesterly line of Carrillo Street;
- 14th Thence, along said northwesterly line, South 41°30'18" West, 19.89 feet to the **POINT of BEGINNING**.

CONTAINING: 8,795 Square feet, more or less.

SUBJECT TO: All covenants, Rights, Rights-of-Way and Easements of record.

EXHIBIT "B": Attached and by this reference made a part hereof.



Matthew J. Vernon

3/31/2009

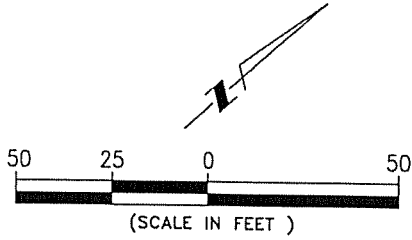
Date

PLS 7553, Exp. 12/31/2009



EXHIBIT "B"

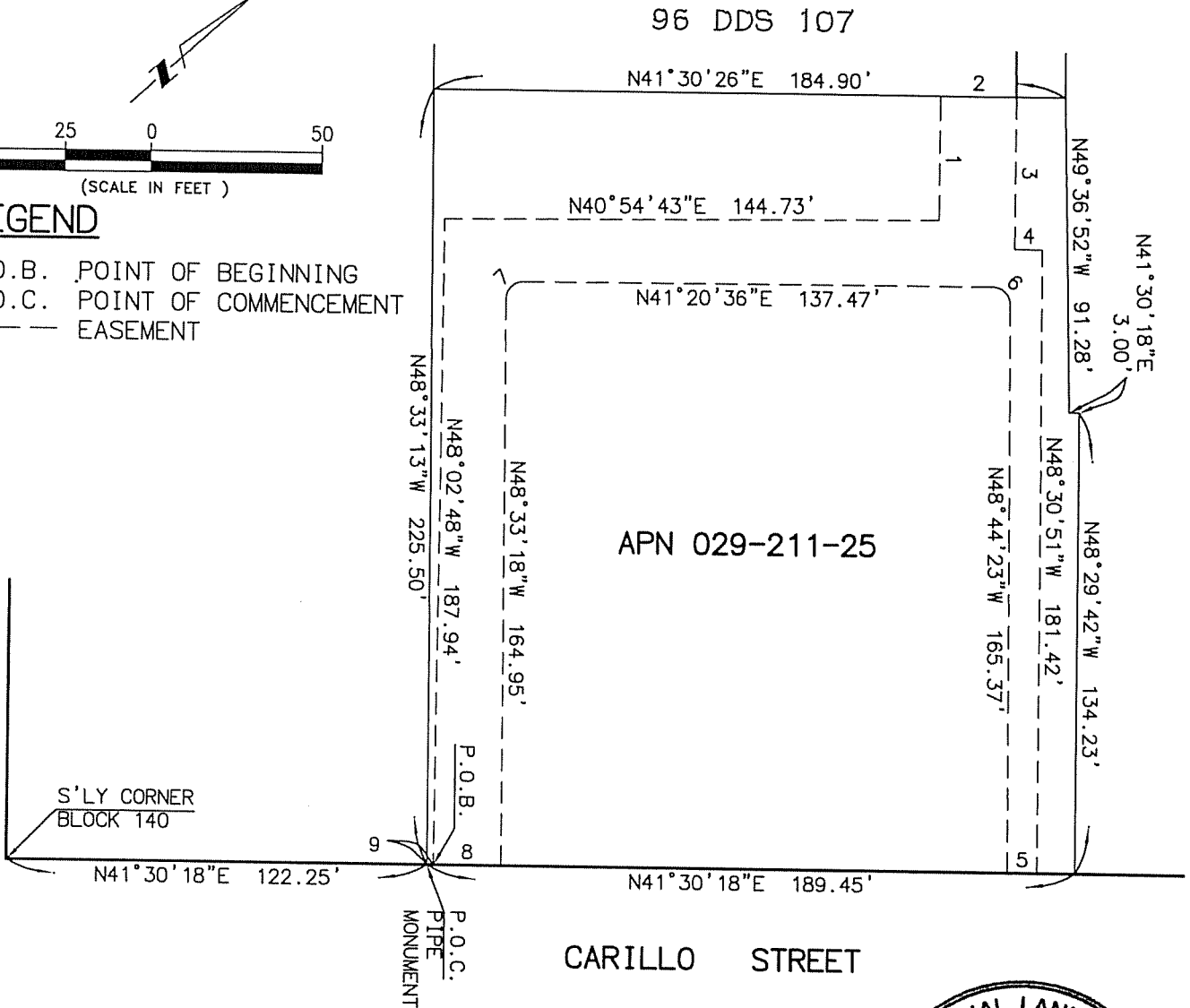
PLAT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- EASEMENT

ANACAPA STREET



DATA TABLE

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N48°09'58"W	---	36.06'	---
2	N41°30'26"E	---	22.22'	---
3	N48°09'58"W	---	44.02'	---
4	N41°50'02"E	---	8.10'	---
5	N41°30'18"E	---	8.62'	---
6	89°55'01"	5.00'	7.85'	4.99'
7	89°53'54"	5.00'	7.85'	4.99'
8	N41°30'18"E	---	19.89'	---
9	N41°30'18"E	---	1.83'	---



Matthew J. Vernon 3/31/2008
 MATTHEW J. VERNON
 PLS 7553 (EXP 12-31-2009)



PLANNING ■ DESIGN ■ CONSTRUCTION

4880 SANTA ROSA ROAD, SUITE 170
 CAMARILLO, CALIFORNIA 93012-5190
 805.383.3373 • FAX 805.383.3371 • www.RBF.com

ACCESS EXHIBIT
 PORTION BLOCK 140
 CITY OF SANTA BARBARA
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA

DATE: 6/11/07
 SCALE: 1"=50'
 SHEET: 1 OF 1
 CAD: MJV
 CHK'D: CT

EXHIBIT "B"

EXCLUDED TANGIBLE PERSONAL PROPERTY INVENTORY

The following items of tangible personal property that are owned, leased, or licensed by the County on the Effective Date of the Transfer Agreement will be excluded from the Transfer:

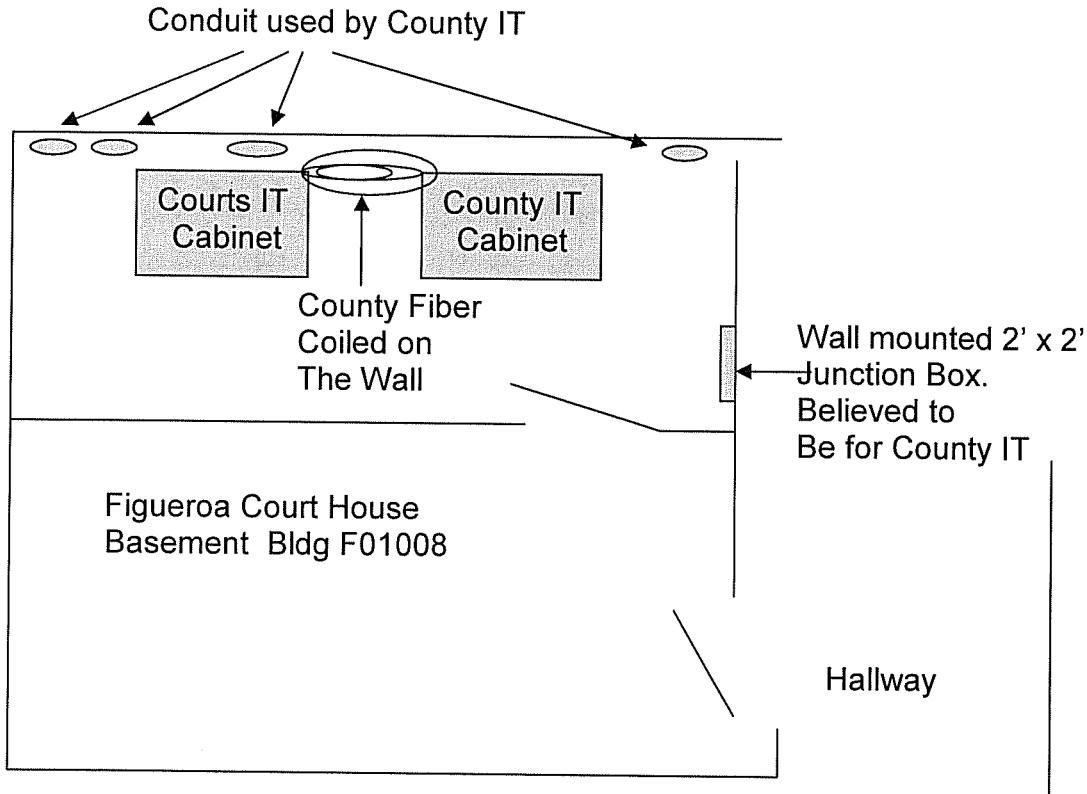
Inventory of County Owned Property (Specifically IT Closets) at Court Sites

Labels have been put on County IT Cabinets, Racks and Fiber. Not all of the conduits that County IT uses are labeled mainly due to inaccessibility.

Pictures of all sites are available on request

Superior Court Figueroa Bldg F01008 Tel/ Data Room in basement

- 1 County IT Floor mounted enclosed cabinet
- 4 conduits used by ITS
- 1 Junction Box
- County fiber is coiled on wall between County and Court Cabinets



**Superior Court Figueroa Bldg F01008
Unaffixed Modular Facilities**

Santa Barbara County GSD Equipment with the following labels:

F01009-01-FPS01
F01009-01-GBL01
F01009-01-ELS01
F01009-01-PLB01
F01009-01-HVS01

EXHIBIT "C"

FORM OF GRANT DEED

WHEN RECORDED MAIL TO	
Judicial Council of California Administrative Office of the Courts 455 Golden Gate Avenue San Francisco, California 94102 Attn: Assistant Director, Office of Court Construction and Management	

**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**

**SPACE ABOVE THIS LINE FOR
RECORDER'S USE**

GRANT DEED	Agency: Judicial Council of California Project: Figueroa Division Courthouse, #42-B1
APN(S): 029-211-02, County of Santa Barbara	
<p>COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, a body politic and corporate, organized and existing under and by virtue of the laws of the State of California,</p> <p>hereby GRANTS to THE STATE OF CALIFORNIA, on behalf of THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, the following described real property situated in the State of California, County of Santa Barbara, described as follows:</p> <p>See Exhibit "A" consisting of three (3) pages attached hereto and by this reference made a part hereof.</p> <p>Dated: _____, 2008</p>	
	<p>GRANTOR:</p> <p>COUNTY OF SANTA BARBARA, a political subdivision of the State of California</p> <p>By: _____ Name: _____ Title: Chair, Board of Supervisors</p>

COPY

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION

[See Attached]

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of the Block 140 in the City of Santa Barbara, County of Santa Barbara, State of California, according to the Official Map thereof, more particularly described as follows:

BEGINNING in the northwesterly line of said Block 140, being in the southeasterly line of Figueroa Street and distant northeasterly along said southeasterly line, 108.90 feet from the most westerly corner of said Block 140;

- 1st Thence, continuing along said southeasterly line North 41°30'41" East, 198.00 feet to the most northerly corner of lands described in Book 96, Page 107, Records of said County;
- 2nd Thence, along the northeasterly line of said lands, South 48°29'19" East, 224.72 feet to the most easterly corner of said lands;
- 3rd Thence, along the southeasterly line of said lands and the northwesterly line of lands described in Book 3, Page 153, Records of said County, South 41°30'26" West 184.90 feet to the most westerly corner of said lands;
- 4th Thence, along the northeasterly line of lands described in Book D, Page 76, Records of said County and the northeasterly line of lands described in Book 90, Page 433, Records of said County, North 48°29'22" West, 74.74 feet to an angle point in said lands;
- 5th Thence, along the northwesterly line of said lands, South 41°31'26" West, 11.00 to an angle point in said lands;
- 6th Thence, along the northeasterly line of said lands, North 48°29'22" West, 50.00 feet to the most northerly corner of said lands;
- 7th Thence, along the northwesterly line of said lands, South 41°28'00" West, 2.10 feet to the most easterly corner of lands described in Book 303, Page 104, Records of said County;
- 8th Thence, along the northeasterly line of said lands, North 48°29'22" West, 100.00 feet to the **POINT of BEGINNING**.

EXCEPT FOR that portion of the Land described in the Deed Recorded in Book 96, Page 107 of Official Records of Said County, more particularly described as follows;

BEGINNING at the most easterly corner of said lands;

- 1st Thence, along the southeasterly line of said lands, South 41°30'26" West, 14.34 feet;
- 2nd Thence, departing said southeasterly line, North 48°34'15" West, 40.27 feet;
- 3rd Thence, North 41°37'48" East, 14.40 feet to the northeasterly line of lands described in said Book 96, Page 107 of Official Records of said County;
- 4th Thence, along said northeasterly line, South 48°29'19" East, 40.24 feet to the Point of Beginning.

CONTAINING: 42,834 Square feet, more or less.
SUBJECT TO: All covenants, Rights, Rights-of-Way and Easements of record.
EXHIBIT "B": Attached and by this reference made a part hereof.




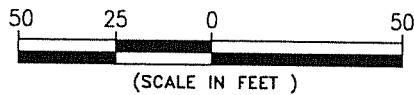
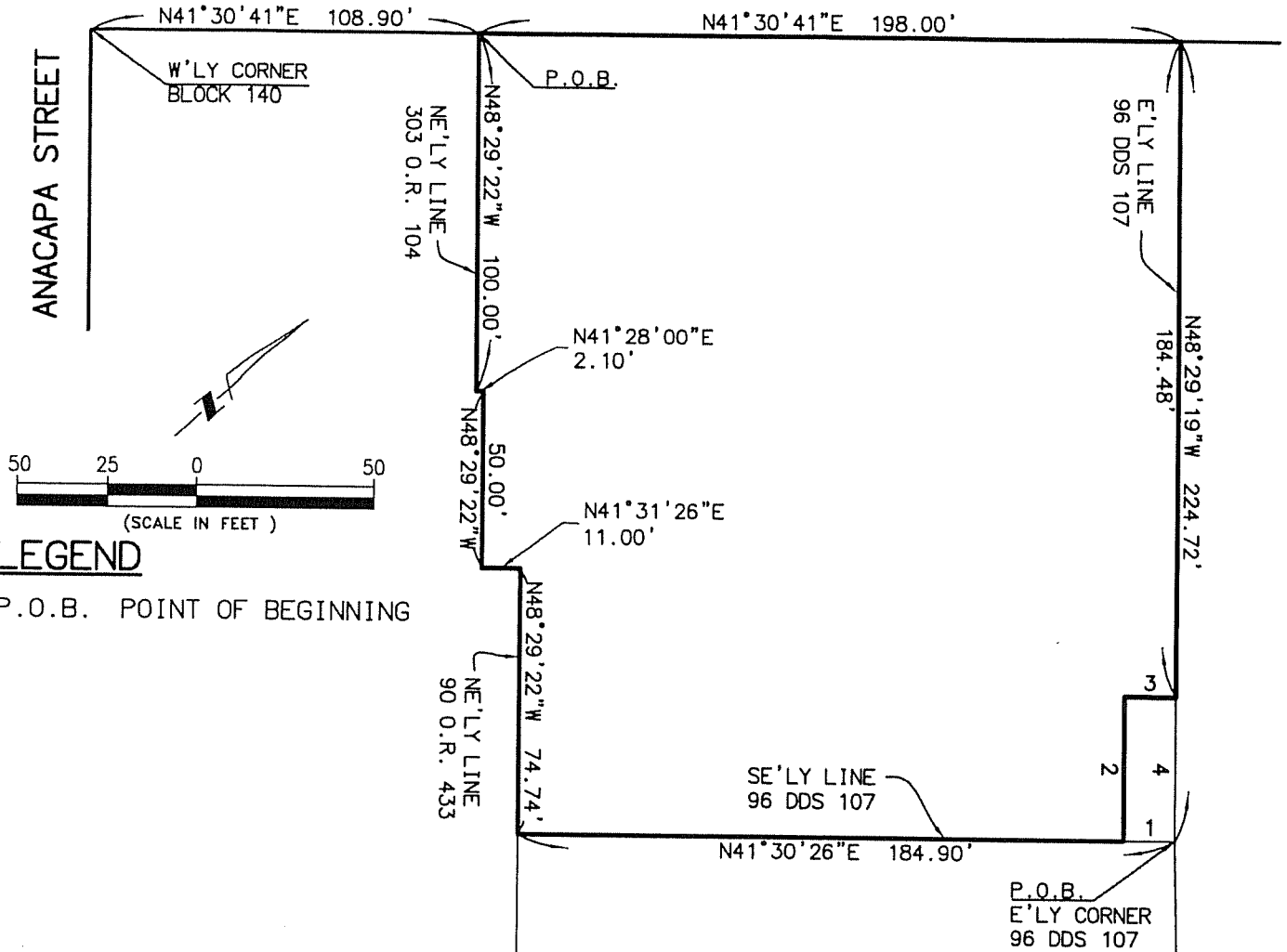

Matthew J. Vernon 3/31/2008 Date
PLS 7553, Exp. 12/31/2009

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

FIGUEROA STREET

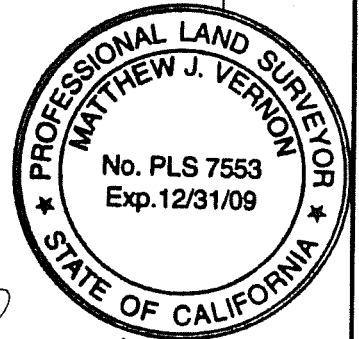


LEGEND

P.O.B. POINT OF BEGINNING

DATA TABLE

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N41°30'26"E	--	14.34'	--
2	N48°34'15"W	--	40.27'	--
3	N41°37'48"E	--	14.40'	--
4	N48°29'19"W	--	40.24'	--



Matthew J. Vernon
 3/31/2008
 MATTHEW J. VERNON
 PLS 7553 (EXP 12-31-2009)



PLANNING ■ DESIGN ■ CONSTRUCTION

4880 SANTA ROSA ROAD, SUITE 170
 CAMARILLO, CALIFORNIA 93012-5190
 805.383.3373 • FAX 805.383.3371 • www.RBF.com

APN 029-211-02
 PORTION BLOCK 140
 CITY OF SANTA BARBARA
 COUNTY OF SANTA BARBARA
 STATE OF CALIFORNIA

DATE: 6/11/07
 SCALE: 1"=50'
 SHEET: 1 OF 1
 CAD: MJV
 CHK'D: CT

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

SS.

On _____, before me, _____, 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/they authorized capacity(ies), and that by his/her signature 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 of Notary Public

(Seal)

EXHIBIT "D"

TEXT OF SECTION 70324 OF THE ACT

Section 70324

(a) If responsibility for court facilities is transferred from the county to the state pursuant to a negotiated agreement, and the building containing those court facilities is rated as a level V seismic rating, the following provisions shall apply to the transfer.

(1) Except as provided in paragraph (3), the county shall be responsible for any seismic-related damage and injury, including, but not limited to, damage and injury to real property, personal property, and persons, only to the same extent that the county would be liable for that damage and injury if responsibility was not transferred to the state, and the county shall indemnify, defend, and hold the state harmless from those claims.

(2) Except as provided in paragraph (3), in the event that seismic-related damage occurs to a building containing court facilities for which the county retains liability under this section, the county either shall make repairs to the damage or provide funds to the state sufficient to make those repairs, in order to bring the damaged portions of the building containing court facilities back to the condition in which they existed before the seismic-related event. The county may postpone the making of repairs to the damage or providing funds to the state for those repairs, if it provides the court, at county expense, with necessary and suitable temporary facilities, subject to the agreement of the Judicial Council.

(3) The county shall not be liable for any damage or injury sustained in a seismic event to the extent the damage or injury is attributable to actions or conditions created by or under the control of the state. The state shall indemnify, defend, and hold the county harmless from any liability resulting from that damage or injury. The state does not have a duty to make changes or repairs to improve the seismic condition of the building.

(4) As part of, or subsequent to, the transfer agreement, the county and the Judicial Council may agree on a method to address the seismic issue so that the state does not have a financial burden greater than it would have had if the court facilities initially transferred were court facilities in buildings rated as a level IV seismic rating.

(b) This section shall not apply to events occurring on or after the earliest of the following dates:

(1) The facilities covered by this section are seismically-rated at any level lower than level V.

(2) The facilities are no longer used as court facilities.

(3) Thirty-five years from the date of transfer of the facilities.

(4) The county has complied with the conditions for relief from liability contained in an agreement pursuant to paragraph (4) of subdivision (a) addressing the seismic issue with regard to the facility, and the agreement has been approved by the Director of Finance.

(c) The provisions of this section shall prevail over any conflicting provisions of this chapter in regard to transfer of responsibility for court facilities in buildings rated as a level V seismic rating.

(d) This section shall not be deemed to impose greater liability on a county for seismic-related damage to third parties other than it would have if the responsibility for court facilities had not transferred to the state.

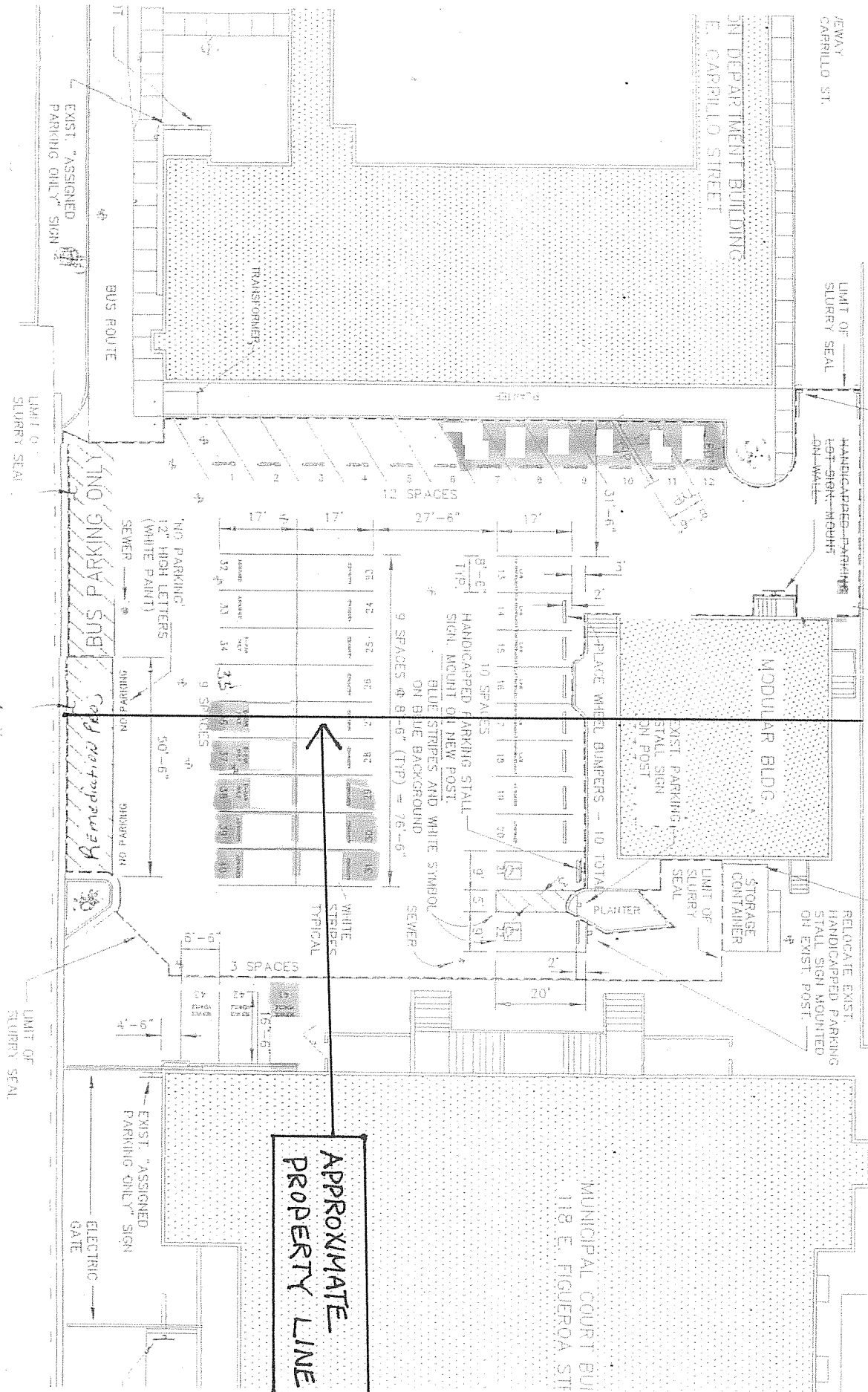
(e) Nothing in this chapter shall require the transfer of responsibility for court facilities in a building that is rated as a level V seismic rating.

(f) The terms of this section in effect at the time an agreement is executed for transfer of responsibility shall continue to govern that agreement for transfer, notwithstanding any subsequent repeal of this section.

(g) This section shall remain in effect only until January 1, 2010, and, as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2010, deletes or extends that date.

EXHIBIT "E"
COPY OF SITE PLAN
[See Attached]





**APPROXIMATE
PROPERTY LINE**

NOTE:

EXHIBIT "F"

LIST OF DISPUTES AS OF THE EFFECTIVE DATE

None

EXHIBIT "G"

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 "H"

DESCRIPTION OF REMODEL PROJECT

Remodel of approximately 11,000 square feet of existing basement and first floor office areas.

Scope of work of the first floor remodel will serve to create office space for the criminal & traffic divisions, human resources, conservatorship investigators, children's waiting room, multi use conference room, and general storage area. The Traffic and Criminal Divisions will be relocated from the basement area onto the left wing of the first floor of the building thereby providing improved public access. The basement space will be reconfigured to provide space for records management and archival functions and collections.

The remodel includes demolition of existing interior partitions and ceilings, construction of new staff offices, relocation of existing restrooms and upgrades to meet ADA requirements, addition of entry vestibule with 4 secure public transaction windows, addition of 2 more secure public transaction windows which are accessible to the public from the exterior of the building, new lighting and electrical throughout. Scope of work for the basement level remodel will serve to create office space for the court's micro-imaging and records management functions, interpreter lounge, appeals functions and fiscal offices, as well as provide expanded case file storage with the addition of 3 double-sided electronic rolling file units, creation of public and employee counter space, a secured public case viewing area, secure public transaction windows/counters. The remodel includes demolition of existing interior partitions and ceilings, upgrading women's restroom to ADA standards, new lighting and electrical throughout.