

Attachment 2

Original Joint Occupancy Agreement

Facility Name: Santa Maria Courts Complex
Facility ##42-F1, 42-F2, 42-F3, 42-F4, 42-F5, and 42-F6
Address: 312 E. Cook Street, Santa Maria, CA 93454

ATTACHMENT H

JOINT OCCUPANCY AGREEMENT
BETWEEN
THE JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE COURTS,
AND
THE COUNTY OF SANTA BARBARA

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JOINT OCCUPANCY 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 Parties’ shared possession, occupancy, and use of the Real Property.

2. DEFINITIONS

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

“**Agreement**” means the Transfer Agreement for the Transfer of Responsibility for Court Facilities, by and between the AOC and the County, under which the County transferred to the AOC responsibility for certain portions of the Real Property, and title in and to the Real Property, under the Act.

“**AOC Building Share**” means: (i) for Building A and B, 23.03 percent; (ii) for Building C and D, 54.70 percent; (iii) for Building G, 96.49 percent; and (iv) for each of Building E, Building F, and Building H, 100 percent, which are the percentages of the Total Exclusive-Use Area in each of those Buildings that is comprised of Court Exclusive-Use Area.

“**AOC Campus Share**” means 74.16 percent, which is the percentage of the Total Exclusive-Use Area of the Buildings, collectively, that is comprised of Court Exclusive-Use Area.

“**AOC Claim**” means any demand, complaint, cause of action, or claim related to the period on and after the Effective Date, alleging or arising from acts, errors, omissions, or negligence of the Court in the administration and performance of judicial operations in any Court Facility (e.g., allegations of civil rights violations made by a Third Party against a Court employee).

“**AOC Share**” means the AOC Building Share or the AOC Campus Share, as appropriate.

“**Appraiser**” means an MAI appraiser with at least five years experience in appraising real properties similar to the Real Property.

“BI Documents” means the agreements and instruments evidencing or securing the Bonded Indebtedness to which portions of the Real Property are subject.

“Bonded Indebtedness” means the “bonded indebtedness” as defined in section 70301(a) of the Act, to which portions of the Real Property are subject.

“Broker” means a real estate broker licensed by the California Department of Real Estate with adequate knowledge and experience in assessing and providing opinions of value for real properties similar to the Real Property.

“Building” means any one, and **“Buildings”** means collectively: (i) Building A and B, (ii) Building C and D, (iii) Building E, (iv) Building F, (v) Building G, and (vi) Building H, all of which are situated on the Land, and in which the Court Facilities are located, all connected or related structures and improvements on the Campus, and all Building Equipment, as determined by the context in which the term is used.

“Building A and B” means the connected buildings commonly known as the Santa Maria Courts Complex Buildings A and B, which are located on the Land, as shown on **Attachment “2”** to this JOA.

“Building C and D” means the buildings that include the County Law Library and that are connected by a second-story sky bridge, commonly known as the Santa Maria Courts Complex Buildings C and D, which are located on the Land, as shown on **Attachment “2”** to this JOA.

“Building E” means the modular building commonly known as the Santa Maria Courts Complex Building E, which is located on the Land, as shown on **Attachment “2”** to this JOA.

“Building Equipment” means all installed equipment and systems that are integral to the Operation of one or more of the Buildings generally or the Common Area. The Building Equipment does not include the equipment and systems that exclusively serve the Exclusive-Use Area of only one Party.

“Building F” means the building commonly known as the Santa Maria Courts Complex Building F, which is located on the Land, as shown on **Attachment “2”** to this JOA.

“Building G” means the building commonly known as the Santa Maria Courts Complex Building G, which is located on the Land, as shown on **Attachment “2”** to this JOA.

“Building H” means the temporary modular building commonly known as the Santa Maria Courts Complex Building H, which is located on the Land, as shown on Attachment “2” to this JOA.

“Building Shares” means the AOC Building Share and the County Building Share, together.

“Campus” means the County campus commonly known as the Santa Maria Courts Complex, with a street address of 312 East Cook Street, Santa Maria, California 93454, consisting of, among other things, the Land and the Buildings, together with certain infrastructure improvements serving the Land and the Buildings, including Utilities infrastructure, water and sewer systems, driveways, drive aisles, walkways, and other hardscape improvements, landscaping, and exterior lighting.

“Campus Shares” means the AOC Campus Share and the County Campus Share, together.

“Closing Date” has the meaning given to it in the Agreement.

“Common Area” means the areas of the Land and of Building A and B, Building C and D, and Building G that are used non-exclusively and in common by, or for the common benefit of, the AOC, the County, the Court, and the Occupants, and includes those portions of Building A and B, Building C and D, and Building G that are depicted as Common Area on Exhibits “B-1,” “B-2,” and “B-3”, respectively, to the Agreement, including: (1) hallways, stairwells, elevators, and restrooms in Building A and B, Building C and D, and Building G that are not located in either Party’s Exclusive-Use Area in those Buildings; (2) foundations, exterior walls, load-bearing walls, support beams, exterior windows, the roof, and other structural parts of the Building A and B, Building C and D, and Building G; (3) Building Equipment and Utilities that do not exclusively serve only one Party’s Exclusive-Use Area; (4) the Parking Area; (5) driveways, walkways, and other means of access over the Land and through Building A and B, Building C and D, and Building G to the Parties’ respective Exclusive-Use Areas in those Buildings; and (6) other improvements on the Land, including hardscape improvements, landscaping, and exterior lighting that serve the Campus or the Buildings generally. The Common Area does not include any part of the Exclusive-Use Area of either Party except for any Building Equipment that is located in a Party’s Exclusive-Use Area.

“Contractors” means all third-party contractors, vendors, service providers, and all levels of subcontractors, and their respective employees, consultants, and

representatives, that provide goods, services, or supplies with respect to the Operation of the Buildings.

“Corporation” means the Santa Barbara County Finance Corporation, which is a party to certain of the BI Documents.

“County Building Share” means: (i) for Building A and B, 76.97 percent; (ii) for Building C and D, 45.30 percent; (iii) for Building G, 3.51 percent; and (iv) for each of Building E, Building F, and Building H, zero percent, which are the percentages of the Total Exclusive-Use Area in each of those Buildings that is comprised of County Exclusive-Use Area.

“County Campus Share” means 25.84 percent, which is the percentage of the Total Exclusive-Use Area of the Buildings, that is comprised of the County Exclusive-Use Area.

“County Exclusive-Use Area” means, individually or together (as applicable): (i) the approximately 6,765 square feet of floor space of Building A and B; (ii) the approximately 13,293 square feet of floor space of Building C and D; and (iii) the approximately 1,181 square feet of floor space of Building G; which are exclusively occupied and used by the County and depicted on Exhibits “B-1,” “B-2”, and “B-3”, respectively, to the Agreement. As of the Effective Date, the County Exclusive-Use Area in Building A and B is 76.97 percent of the Total Exclusive-Use Area of Building A and B; the County Exclusive-Use Area in Building C and D is 45.30 percent of the Total Exclusive-Use Area of Building C and D; and the County Exclusive-Use Area in Building G is 3.51 percent of the Total Exclusive-Use Area of Building G. There is no County Exclusive-Use Area in any of Building E, Building F, or Building H.

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

“County Share” means the County Building Share or the County Campus Share, as appropriate.

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

“Court Exclusive-Use Area” means, individually or collectively (as applicable): (i) the approximately 2,024 square feet of floor space in Building A and B; (ii) the approximately 16,054 square feet of floor space in Building C and D; (iii) the entire approximately 7,098 square feet of floor space in Building E; (iv) the entire approximately 3,344 square feet of floor space in Building F; (v) the approximately

32,433 square feet of floor space in Building G; and (vi) the entire approximately 6,500 square feet of floor space in Building H; which are exclusively occupied and used by the Court and depicted on Exhibit "B-1" to the Agreement with respect to Building A and B, depicted on Exhibit "B-2" to the Agreement with respect to Building C and D, and depicted on Exhibit "B-3" to the Agreement with respect to Building G. As of the Effective Date, the Court Exclusive-Use Area in Building A and B is 23.03 percent of the Total Exclusive-Use Area of Building A and B; the Court Exclusive-Use Area in Building C and D is 54.70 percent of the Total Exclusive-Use Area of Building C and D; and the Court Exclusive-Use Area in Building G is 96.49 percent of the Total Exclusive-Use Area of Building G. The Court Exclusive-Use Area in Building E, Building F, and Building H is 100 percent of the Total Exclusive-Use Area of those Buildings.

"Deficiency" means any condition of, damage to, or defect in the Common Area that: (1) threatens the life, health, or safety of persons occupying or visiting the Campus, (2) unreasonably interferes with, disrupts, or prevents either Party's occupancy or use of the Real Property, or its ability to conduct its business operations in its Exclusive-Use Area, in an orderly, neat, clean, safe, and functional environment, (3) threatens the security of the employees, guests, invitees, or patrons of either Party, (4) threatens to diminish the value of a Party's Exclusive-Use Area or the Common Area; or threatens to damage or destroy the business personal property of a Party or the Court located in any Building, (5) threatens the preservation of a Party's files, records, and documents located in any Building, or (6) causes or exacerbates an unsafe, unsanitary, unlawful, or non-functional condition affecting a Party's Exclusive-Use Area, or the Common Area.

"Effective Date" means the date on which the Transfer of Responsibility is completed under the terms of the Agreement.

"Emergency" means a sudden, unexpected event or circumstance, on or affecting the Common Area or the Real Property, that results in a Deficiency.

"Equipment Permits" means all permits, certificates, and approvals required for lawful Operation of any of the Building Equipment.

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

"Estimated Shared Costs" means the AOC's reasonable, itemized estimate of the Shared Costs for a fiscal year; provided that, the AOC's first estimate of the Shared Costs will cover the period from the Effective Date to the last day of the fiscal year in which the Effective Date occurs.

“Exclusive-Use Area” means the Court Exclusive-Use Area in any one or more of the Buildings, or the County Exclusive-Use Area in any one or more of the Buildings, as determined by the context in which the term is used.

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

“Insuring Party” means the party that provides and maintains the Property Insurance Policies, which will be: prior to the TOT Closing Date, the County, and after the TOT Closing Date, the AOC for the TOT Real Property and the County for all parts of the Real Property not included in the TOT Real Property, subject to section 4.5.1 of this JOA.

“JOA” means this Joint Occupancy Agreement.

“Land” means the parcels of real property described on **Attachment “1”** to this JOA, including the County’s (1) easements and other 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, to the extent binding on the County and issued by a court or governmental entity with jurisdiction over the County.

“Liability Claim” means any demand, complaint, cause of action, or claim alleging (1) bodily injury to or death of Third Parties (excluding any employees of State Parties or County Parties acting within the scope of their employment as such) in, on, or about the Real Property, and (2) damage to or destruction of personal property of a Third Party (other than personal property of a County Party or a State Party) in, on, or about the Real Property, but excludes all AOC Claims.

“Major Deficiency” means any Deficiency: (i) that cannot, with reasonable diligence, be corrected within 10 days, or (ii) as to which the estimated cost to correct will result in Actual Shared Costs in an amount greater than 10 percent of the Estimated Shared Costs for the fiscal quarter in which the Parties anticipate the correction will be performed, under section 4.2 of this JOA.

“**Memorandum**” means the document titled Memorandum of Joint Occupancy Agreement that has been recorded in the official records of the County as an encumbrance on the Land pursuant to the Agreement.

“**Non-Ownning Party**” means the Party that does not own fee title to the Real Property, which is: prior to the TOT Closing Date, the State, and after the TOT Closing Date, the County for the TOT Real Property and the AOC for all parts of the Real Property not included in the TOT Real Property, as determined pursuant to section 4.4.3 of the Agreement.

“**Occupancy Agreement**” means any agreement or arrangement between a Party and a Third Party under which a Third Party occupies or uses any part of the Real Property for a period that continues after the Effective Date of this JOA.

“**Occupant**” means any Third Party that occupies or uses the Real Property under an Occupancy Agreement.

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

“**Owner**” means the Party that owns fee title to the Real Property, which is: prior to the TOT Closing Date, the County, and after the TOT Closing Date, the State for the TOT Real Property and the County for all parts of the Real Property that are not included in the TOT Real Property.

“**Parking Area**” means the parking lots on the Land, containing (subject to verification by the State Parties) a total of 301 parking spaces. Of the 301 parking spaces, 223 parking spaces are allocated to the AOC for use by the Court and 78 parking spaces are allocated to the County, as shown on **Attachment “2”** to this JOA. Of the 223 parking spaces allocated to the AOC for use by the Court, 11 parking spaces are reserved for judicial officers of the Court. With the exception of the 11 parking spaces that are reserved for judicial officers of the Court, the Parties shall use the parking spaces in the Parking Area on a first come, first served basis. The County and the Court have agreed that the parking spaces in the Parking Area are parking spaces of the same number, type, and convenience as those made available for users of the Court on October 1, 2001. Of the 301 parking spaces in the Parking Area, 35 parking spaces are currently located under Building H, which was erected on the Campus after October 1, 2001. The Parties agree that the number and allocation of the parking spaces in the Parking Area are subject to adjustment pursuant to section 3.11.1 of this JOA.

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

“Property Damage Claim” means any claim or demand arising from or related to direct, physical loss of or damage to the Real Property that is required to be covered by the Property Insurance Policies.

“Property Insurance Costs” means all costs of providing the Property Insurance Policies related to the period on and after the Effective Date, including premiums, deductibles, and self-insurance retention amounts under the Insuring Party’s self-insurance program; provided that, for each year, or a portion of a year, that the County deducts from its County Facilities Payment the annual sum of \$5,021.00, which is the portion of the County Facilities Payment that is allocated to the County’s earthquake insurance premium for the Real Property pursuant to section 6 of the Agreement, Property Insurance Costs do not include (i) the cost of deductibles or self-insurance retention amounts associated with seismic-related damage or injury on or to the Real Property, or (ii) premiums paid or incurred in respect of earthquake insurance covering the Real Property on or after the Effective Date unless the AOC gives its prior, written consent to the inclusion of such premiums as Property Insurance Costs.

“Property Insurance Policies” means one or more policies of property insurance maintained by the Insuring Party that insure the Real Property against those risks covered under a form of coverage with terms and conditions as comprehensive as those in an All-Risk/Special Form property insurance policy and, when applicable, the comprehensive form of equipment breakdown insurance, with coverage amounts equal to at least the 100 percent Replacement Cost of the Real Property. The Insuring Party’s obligation to provide the Property Insurance Policies may be satisfied, in whole or in part, by any self-insurance or deductible maintained by the Insuring Party for the Real Property, or by the Insuring Party’s participation in a joint powers authority established for the purpose of pooling self-insured claims. Notwithstanding any other provision of this JOA or the Agreement, while any part of the Real Property is subject to the Bonded Indebtedness, the County shall be the Insuring Party and the Property Insurance Policies for the Real Property will include all property insurance coverage that the County is required to maintain for the Real Property under the BI Documents.

“Property Loss” means any loss or damage to, or destruction of the Real Property that arises from a cause that is required to be covered under the terms of the Property Insurance Policies.

“Real Property” means the Land and the Buildings.

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

“Security Services MOU” means the document titled Agreement Between the Superior Court, the County of Santa Barbara, and the Santa Barbara County Sheriff’s Department for Provision of Court Security Services for Fiscal Year 2007-2008, which was approved by the Board of Supervisors on February 5, 2008, as amended, renewed, or replaced from time to time.

“Share” means: (i) with respect to Shared Costs that are specifically related to one of the Buildings and that can reasonably be identified and segregated as such, the AOC Building Share and the County Building Share for that Building; and (ii) with respect to Shared Costs that are related to the Buildings, the Common Area, and/or the Campus generally, the AOC Campus Share and the County Campus Share; as determined in the reasonable exercise of the AOC’s discretion.

“Shared Costs” means: (i) the cost of owned or rented capital replacement items, improvements, Building Equipment, and repairs in or benefiting the Common Area; (ii) the cost of normal, day-to-day Operation of the Common Area including the cost of Utilities provided to the Common Area, and the cost of maintaining Equipment Permits (but excluding any late fees, interest, penalties, or other charges arising from the AOC’s failure to timely pay those costs or keep the Equipment Permits in effect); (iii) the cost of Utilities provided to the Exclusive-Use Areas, if Utilities are not separately metered for the Exclusive-Use Areas; and (iv) any Property Insurance Costs, subject to section 4.5 below, except that at all times that the Insuring Party is the County, Property Insurance Costs will not be included in Shared Costs, but will be allocated between the Parties and paid by the Insuring Party as provided in section 3.12 of this JOA. Shared Costs do not include: (a) any cost that is primarily for the purpose of benefiting a Party’s Exclusive-Use Area; (b) overtime charges or late fees related to any item that would otherwise be a Shared Cost, unless those overtime expenses or late fees are pre-approved by both Parties, or are necessary to remedy the imminent threat arising from an Emergency; or (c) any fees, fines, penalties, interest, or other charges arising from the AOC’s Operation of the Real Property in a negligent manner or a manner that does not comply with Law. All Shared Costs shall be allocated based on the County Share and AOC Share, as provided in this JOA, except that Property Insurance Costs will be allocated based on the Parties’ respective pro rata occupancies of all buildings (including the Buildings) that are covered by the Property Insurance Policies.

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

“Telecommunications MOU” means the Agreement to Provide General Services between the County and the Court effective as of July 1, 2007, as amended, renewed, or replaced from time to time.

“Term” means the term of this JOA, which commences on the TOR Closing Date and continues indefinitely until the Parties enter into a written agreement terminating this JOA and causing the Memorandum to be terminated and removed as an encumbrance on the Land.

“Termination Agreement” means the document titled Termination of Joint Occupancy Agreement in the form and content attached as **Attachment “4”** to this JOA.

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

“TOR Closing” means the performance of all acts required to complete the Transfer of Responsibility under the Agreement and the TOR Closing Documents.

“TOR Closing Date” means July 1, 2009 or such other date as the Parties may agree in writing.

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

“Total Exclusive-Use Area” means: (i) for each Building, the Court Exclusive-Use Area and the County Exclusive-Use Area, together in that Building; and (ii) with respect to all of the Buildings together, the Court Exclusive-Use Area and the County Exclusive-Use Area in all of the Buildings; as determined by the context in which the term is used.

“TOT Closing” means the performance of all acts required to complete the Transfer of Title under the Agreement and the TOT Closing Documents.

“TOT Closing Date” means the date that the Grant Deed is recorded in the County Recorder’s Office.

“TOT Closing Documents” means the documents listed in section 5.2.1 of the Agreement.

“TOT Real Property” means the portions of the Real Property that are included in the Transfer of Title, as determined pursuant to section 4.4.3 of the Agreement.

“Transfer of Responsibility” means the County’s full and final grant, transfer, absolute assignment, and conveyance to the 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 Court Facilities, under this Agreement, the TOR Closing Documents, and the Act, except for (i) those duties and liabilities expressly retained by the County under the Agreement, the TOR Closing Documents, or the Act, and (ii) Disputes related to facts or circumstances that occurred or existed prior to the TOR Closing Date. The term “Transfer of Responsibility” does not include the Transfer of Title.

“Transfer of Title” means the County’s conveyance to the State on behalf of the Council of some or all of the County’s right, title, and interest in and to the Real Property, as determined pursuant to section 4.4.3 of the Agreement.

“Transfers” mean the Transfer of Responsibility and the Transfer of Title together.

“Trustee” means the Trustee in respect of the Bonded Indebtedness or any successor trustees appointed under the BI Documents.

“Utilities” means the utilities services provided to the Real Property, except for telephone, cable, internet, and other data services, which are governed by section 4.3.9 of the Agreement and section 3.8 of this JOA.

“Vending Facility” means “vending facility” as defined in section 19626 of the California Welfare and Institutions Code, as amended.

3. RIGHTS AND RESPONSIBILITIES

3.1 Rights to Exclusive-Use Area and Common Area. Under the Act, the Agreement, and this JOA, the AOC and the Court have the right to exclusively occupy and use the Court Exclusive-Use Area, and the non-exclusive right to occupy and use the Common Area, and the County has the right to exclusively occupy and use the County Exclusive-Use Area and the non-exclusive right to occupy and use the Common Area. Each Party’s non-exclusive right to use the Common Area must: (i) not interfere with the other Party’s use of its Exclusive-Use Area or the Common Area; (ii) not materially increase the other Party’s obligations under this JOA; and (iii) comply with Law. The

Parties may from time to time agree on reasonable rules and regulations for their shared use of the Common Area.

3.2 Responsibility for Exclusive-Use Areas and Common Area.

3.2.1 Exclusive-Use Areas. During the Term, each Party is responsible for the Operation of its Exclusive-Use Area, at its sole cost and expense. Each Party may make alterations and additions to its Exclusive-Use Area, as long as those alterations and additions do not unreasonably interfere with the other Party's use of its Exclusive-Use Area or the Common Area.

3.2.2 Common Area. The AOC is responsible for the Operation of the Common Area and will provide and pay for Utilities to the Real Property under this JOA, subject to the County's obligations under section 4.1 of this JOA. The AOC may make reasonable additions and alterations to the Common Area, the cost of which will be a Shared Cost, but the AOC must first obtain the written consent of the County to those additions or alterations, which consent will not be unreasonably withheld, conditioned, or delayed. If the County neither consents, nor provides to the AOC a reasonably-detailed description of its reasons for withholding its consent, within 30 days after the County's receipt of the AOC's request for consent to the Common Area additions or alterations, the County will be deemed to have consented, and will be responsible to pay its applicable Share of the costs and expenses incurred by the AOC in making the Common Area alterations or additions described in the AOC's request for consent.

3.2.3 Correction of Deficiencies.

3.2.3.1 Deficiency. Upon the AOC's discovery of a Deficiency, the AOC must either (i) correct the Deficiency within 10 days, or (ii) if the Deficiency is a Major Deficiency, send a written notice to the County, within three business days, describing the Major Deficiency and providing an estimate of the cost and time needed to correct the Major Deficiency ("**Major Deficiency Notice**").

3.2.3.2 County Deficiency Notice. The County may at any time, but is not obligated to, send a written notice to the AOC describing the Deficiency (the "**County Deficiency Notice**"). Upon receipt of any County Deficiency Notice, the AOC must either: (i) correct the Deficiency by no later than 10 days after the AOC's receipt of the County Deficiency Notice; or (ii) within three business days after the AOC's receipt of the County Deficiency Notice, send a Major Deficiency Notice to the County.

3.2.3.3 County's Right to Correct. If the AOC neither corrects the Deficiency nor sends a Major Deficiency Notice within the time periods provided in section 3.2.3.2, then the County may, but is not obligated to, without giving any notice or commencing any cure period under section 10 of this JOA, correct the Deficiency in any reasonable manner under the circumstances. If the County corrects the Deficiency, the County will be entitled to reimbursement from the AOC, under section 3.2.3.4, below, of the AOC's applicable Share of the actual costs incurred by the County to correct the Deficiency, whether or not the Deficiency is a Major Deficiency.

3.2.3.4 Correcting Party: Reimbursement. The Party that actually performs the correction of a Deficiency or a Major Deficiency is the "Correcting Party." The Correcting Party is entitled to be reimbursed by the non-correcting Party for the non-correcting Party's applicable Share of the actual costs that the Correcting Party incurs in correcting each Deficiency, as follows:

(a) If the Correcting Party is the AOC, the Correcting Party will be reimbursed for the non-correcting Party's Share of the actual costs to correct the Deficiency under section 3.12 of this JOA; provided, however, that in the event of a Major Deficiency, the AOC will not be entitled to reimbursement from the County of any amount greater than the County's applicable Share of the estimated costs to correct the Major Deficiency that are set forth in the Correction Plan; or

(b) If the Correcting Party is the County, the AOC will reimburse the County for the AOC's applicable Share of the costs to correct the Deficiency within 30 days after the County has delivered to the AOC an invoice and reasonable supporting documents evidencing the actual costs to correct the Deficiency.

(c) If the non-correcting Party does not timely reimburse the Correcting Party for the non-correcting Party's applicable Share of the costs of correction, the Correcting Party may offset the non-correcting Party's applicable Share of the costs to correct the Deficiency against any amounts that the Correcting Party owes to the non-correcting Party under this JOA or any other agreement, except that if the County is the Correcting Party, it shall not be entitled to offset any amounts owed by the AOC against any installment of the County Facilities Payment.

3.2.3.5 Major Deficiency Correction Plan. If the AOC at any time sends the County a Major Deficiency Notice, whether under section 3.2.3.1 or section 3.2.3.2 of this JOA, then within 10 days after the County's receipt of the Major Deficiency Notice, the Parties will meet and confer, in good faith, in person or by telephone, to determine a plan ("Correction Plan") for the correction of the Major Deficiency, including the method, estimated cost, and time period for the correction. If

the AOC does not thereafter complete the correction of the Major Deficiency in accordance with the Correction Plan, the County may, but will not be obligated to, without giving any notice or commencing any cure period under section 10 of this JOA, correct the Major Deficiency in a manner consistent with the Correction Plan, and will thereafter be the Correcting Party for purposes of reimbursement of the AOC's applicable Share of the actual costs of correcting the Deficiency under section 3.2.3.4(b) of this JOA.

3.2.3.6 Not Applicable to Emergencies. This section 3.2.3 will not apply to any Deficiency that: (i) arises from an Emergency, and (ii) constitutes an imminent threat (a) to life, safety, health, or security, (b) of reduction in the value of the County's Exclusive-Use Area or the Common Area, or (c) to the preservation of the County's files, records, and documents located in the Buildings. Rather, those Deficiencies will be governed by section 3.2.4 of this JOA. Any Deficiency that arises from an Emergency, but that does not constitute an imminent threat to the matters described in (ii) (a), (b), or (c) above, will be governed by section 3.2.3.

3.2.4 Emergencies. If any Emergency occurs, the Party that discovers the Emergency shall notify the other Party as soon as possible and in any case within 24 hours of discovery. The AOC must promptly take steps to correct any Deficiency that arises from the Emergency and that constitutes an imminent threat (a) to life, safety, health, or security, (b) of reduction in the value of the County's Exclusive-Use Area or the Common Area, or (c) to the preservation of the County's files, records, and documents located in the Buildings. If the AOC does not immediately correct any such Deficiency arising from an Emergency, the County may, but will not be obligated to, without giving any notice or commencing any cure period under section 10 of this JOA, correct that Deficiency without making any further demand on the AOC, and will notify the AOC of the steps taken to correct the Deficiency as soon as reasonably possible. The Party that corrects a Deficiency arising from an Emergency under this section 3.2.4 is entitled to reimbursement from the other Party of the non-correcting Party's applicable Share of the actual cost of correcting the Emergency pursuant to section 4.1 of this JOA. Notwithstanding the foregoing, if a Deficiency arises from an Emergency, but the Deficiency does not constitute an imminent threat to the matters described in (ii) (a), (b), or (c) above, the correction of that Deficiency will be governed by section 3.2.3 of this JOA.

3.3 Parking. The AOC is responsible for the Operation of the Parking Area which is part of the Common Area. The costs and expenses of the Operation of the Parking Area will be allocated to the Parties on the basis of their respective Campus Shares, in accordance with section 4.1 of this JOA. With the exception of the II parking

spaces in the Parking Area that are reserved for use by judicial officers of the Court, the Parties shall use the Parking Area on the Land on a first-come, first-served basis. The Owner shall at all times ensure the continuation of the easement from the City of Santa Maria that provides for access to the Parking Area, and any costs incurred by the Owner in connection with complying with the terms of that easement or with ensuring the continuance of that easement will be Shared Costs.

3.4 Cooperation. The Parties will cooperate with one another, reasonably and in good faith, to ensure that each Party can peacefully enjoy, possess, use, and occupy its Exclusive-Use Area and the Common Area. The AOC will cooperate in good faith with, and ensure that the County can exercise its rights and perform its responsibilities under this JOA. Subject to any reasonable rules and restrictions, each Party will allow the other Party to enter its Exclusive-Use Area for any reasonable purpose related to the terms of this JOA or any other written agreement between the Parties. Either Party may delegate its responsibilities under this JOA to the other Party or to a Third Party, but that delegation will not relieve the delegating Party from its obligations under this JOA. During the Interim Period, the County, in its capacity as the Owner, shall provide reasonable cooperation to the AOC to ensure that the AOC can exercise its rights and perform its obligations under this JOA and the Agreement.

3.5 Security-Related Areas. The County will remain responsible for the secure entry, exit, transport, and holding of prisoners attending Court sessions to, from, in, and through the Buildings under the Security Services MOU, and will have the right to enter the Court Exclusive-Use Area of each Building as reasonably necessary for that purpose.

3.6 Occupancy Agreements. Each Party is responsible for any Occupancy Agreements under which an Occupant occupies or uses its Exclusive-Use Area, and except as otherwise expressly provided in section 4.3.12 of the Agreement, the AOC is responsible for all Occupancy Agreements under which an Occupant occupies or uses the Common Area, in each case without contribution from the other Party. The Party that is responsible for each Occupancy Agreement is entitled to all revenue arising from it.

3.7 Equipment Permits. The AOC is responsible for maintaining and renewing the Equipment Permits.

3.8 Access to Main Distribution Frame Room for Technology and Telecommunications. The Campus is serviced by a Main Distribution Frame ("MDF") located in the basement of Building G. This MDF has the labels of "TEL/DATA B-1" and "B9 Communications – Fire Alarm Panel" on the entrance door. This MDF contains property owned by various entities and is the central distribution point for computer networking, telephony services, and CATV utilities for the multi-Building Campus.

Computer networking, telecommunications equipment, and services vital to the Court and the County are housed in the MDF. The local Telco point of demarcation, or minimum point of entry (MPoE) is located within this Building G MDF. The MDF is located in Court Exclusive-Use Area in Building G.

A second intermediate distribution frame (IDF) is located within the Victim Witness Offices of the District Attorney's Office on the second floor of Building C and D. This IDF is labeled "TEL/DATA SWITCH-1" and Room 218 on the entrance door. County's telephone switching equipment is located in this IDF. The Court uses internal building cabling that passes through this Victim Witness IDF providing communications between the Building G MDF and the Court's Data Center IDF.

A third intermediate distribution frame (IDF) is located within the Court's Exclusive-Use Area in Building C and serves as the Court's North County data center. This third communications room contains only equipment owned by the Court.

The Campus contains numerous underground conduits, pull boxes, and cable access points, some of which are owned by the Court, some of which are owned by the County, and some of which are shared. A County microwave dish and equipment, as well as a Sheriff's radio repeater system, are housed on the roof of Building G.

3.8.1 County Owned Equipment. The computer networking, telephone, data, and routing equipment owned by the County in Building G is specified in **Attachment "5"** to this JOA. The County uses this equipment to support the operations of various County departments including, but not limited to, the Sheriff's Department, the District Attorney, and the Probation Department. The County's telephone infrastructure equipment and its associated subcomponents (e.g. patch panels, cable termination blocks, fiber LIU's and so on), are located within the Building G MDF room and the Victim Witness IDF. In addition, the County has installed underground, inter-building conduit, conduit banks, maintenance holes, pull-boxes, and vaults that contain cabling and fiber optic cable that are a part of the County's telecommunications system that serves the Campus and other County facilities and County departments (collectively, the "**County Telecommunications Infrastructure**").

3.8.2 County Access Rights. Effective on the TOR Closing Date, the AOC grants to the County the reasonable right of ingress, egress, and access to parts of the Court Exclusive-Use Area in which any part of the County Telecommunications Infrastructure is located, including the MDF room, as reasonably required for the County's continued Operation, use, expansion, and replacement of the County Telecommunications Infrastructure, all of which will remain the sole and exclusive responsibility and obligation of the County. For non-emergency or routine maintenance

work, reasonable notice shall be given to the Court, and work shall be scheduled as to not disrupt any Court proceedings occurring in the Buildings.

3.8.3 Court Access Rights. Effective on the TOR Closing Date, the County shall allow reasonable rights of ingress, egress, and access to Court staff or Court Contractors to the Victim Witness IDF located on the second floor of Building C, as needed for emergency or routine maintenance. For non-emergency or routine maintenance work, reasonable notice shall be given to the County, and work shall be scheduled so as not to disrupt any County activities in Building C and D.

3.9 DOJ and DMV Requirements. Notwithstanding anything in this JOA to the contrary, County must comply with background check and clearance requirements of the California Department of Justice (“DOJ”) and the California Department of Motor Vehicles (“DMV”) relating to any County employee or any employee of a County Contractor who has physical access to any area in which the DOJ criminal computer database, including, without limitation, the California Law Enforcement Telecommunications System (CLETS) and the Criminal Offender Record Information (CORI), or the DMV computer database (collectively the “Databases”), or records derived from the Databases are located. If requested by either the Court or the AOC, County must provide to either the Court or the AOC suitable documentation evidencing the County’s compliance with the policies, practices, and procedures of the DOJ and the DMV regarding background check and clearance requirements relating to access to the Databases.

3.10 County Facilities Payment. Nothing in this JOA diminishes or modifies the County’s obligations under the Act and the Agreement for payment of the County Facilities Payment.

3.11 New Clerk’s Building. The Parties acknowledge that, during the Interim Period, upon direction from the AOC, the County will develop and construct an approximately 18,650 square foot new building (“**New Clerk’s Building**”) on the Campus for occupancy by the Court. The Parties agree that, if a project for development and construction of a New Clerk’s Building on the Campus proceeds, the Parties would adhere to the following terms:

3.11.1 Campus Location. The Parties presently contemplate that if the New Clerk’s Building is built, it would be built on the part of the Campus where Building E is presently situated, and that Building E would be demolished to make room for the New Clerk’s Building. The Parties anticipate that the New Clerk’s Building footprint will cover the existing Building E footprint, plus additional area encompassing an estimated 21 parking spaces that are currently in use in the Parking Area. After the New

Clerk's Building is constructed, the number of existing parking spaces that are lost due to the New Clerk's Building footprint will be deducted from the number of parking spaces allocated to the AOC for use by the Court in the Parking Area.

3.11.2 Adjustments to Parties' Occupancies of Buildings. To accommodate the construction of the New Clerk's Building, the Parties intend that, during construction, all Court staff housed in Building E would move into temporary Building H during the construction period. At such time as the New Clerk's Building is completed and ready for occupancy, all Court staff housed in temporary Building H would promptly move into the New Clerk's Building and certain Court staff housed in approximately 3,614 square feet of Building C would move into the New Clerk's Building. Additionally, if the scope of the New Clerk's Building project permits, the Parties intend that all Court staff housed in the premises leased by the County in the building located at 201 South Miller Street would move into the New Clerk's Building and the County would terminate this lease. The Parties further contemplate that, if the construction of the New Clerk's Building proceeds, the State Parties would remove Building H from the Campus within 60 days after the Court employees have relocated into the New Clerk's Building, using funds from the New Clerk's Building project; provided that, if the AOC is required by Law to comply with a process for disposition of Building H that requires longer than 60 days to complete, the AOC shall remove Building H from the Campus as promptly as possible under applicable Law.

3.11.2.1 Transfer of Title to Building H Modular Facility. Unless it is determined that the modular units that comprise Building H are affixed to the Land or to a foundation system on the Land, such that they comprise a part of the Real Property, on the TOR Closing Date, the County shall transfer and convey to the AOC the County's title to the modular units that comprise Building H. After the Effective Date, the Parties shall work together, cooperatively and in good faith, to determine whether the modular units that comprise Building H are licensed by or registered with the State Department of Housing and Community Development ("HCD") and, if they are so licensed and/or registered with HCD, then the Parties shall cooperate with one another to prepare and sign such documents, instruments, and agreements as are necessary to complete the transfer of the County's title in and to those modular units to the AOC on the TOR Closing Date.

3.11.3 AOC Release of Equity Rights in Building C and D. At such time as the Court staff in approximately 3,614 square feet of Building C and D move into the New Clerk's Building, the State Parties will release and relinquish to the County any and all Equity rights and interest they have under the Act in and to that 3,614 square feet in Building C and D.

3.11.4 New Clerk's Building Size and Equity Rights. The Parties contemplate that the New Clerk's Building, if built, will be larger than Building E and that the New Clerk's Building would be exclusively occupied and used by the Court. As such, the AOC would have Equity rights in the entirety of the New Clerk's Building, and the New Clerk's Building would be included as part of the TOT Real Property and in the Transfer of Title on the TOT Closing Date. The Parties also contemplate that the County Facilities Payment for Building C and D, Building E, and the leased court facility located at 201 South Miller Street would continue and would apply, after demolition of Building E, to the Operation of the New Clerk's Building.

3.11.5 Amendment to this JOA. The Parties acknowledge that, as of the Effective Date of this JOA, neither Party has made, nor by entering into this JOA does either Party make, any binding commitments with respect to the development or construction of a New Clerk's Building on the Campus. The Parties recognize that if the project for construction of the New Clerk's Building proceeds, they will need to amend this JOA to modify the Parties' respective Building Shares, Campus Shares, Equity rights, and parking space allocations to reflect the changes in the Parties' respective occupancies of the Buildings on the Campus, and otherwise to eliminate the references to Building E and Building H and include references to the New Clerk's Building in this JOA, and to set forth the specific terms for the funding, Operation, occupancy, and use of the New Clerk's Building.

3.11.6 Decision to Proceed with New Clerk's Building. In order for the AOC to decide whether or not to direct the County to proceed with the project, the County must update and finalize the design plans, obtain a building permit, and advertise the project for public bid. The AOC authorizes the County to expend the necessary Courthouse Construction Funds currently budgeted for the "SB 1732 Courthouse Seismic Deficiency Program" to complete these phases of the project. Upon receiving a responsive construction bid, the AOC has 30 business days to direct the County whether or not to proceed with the project, or reduce the scope of the project and re-bid the project. Within the 30 business days that the AOC has to direct the County whether or not to proceed with the project, reduce the scope of the project and re-bid the project, the Court shall be given an opportunity to increase the amount of its financial contribution to the project in the event the construction bid is higher than the amount currently budgeted. The County currently has approximately \$4.6 million budgeted for this Project. If the AOC elects to proceed with the project, the State Parties and the County will use commercially reasonable efforts to come to an agreement on the funding of the project and on a process and schedule that is sufficient to allow the County to initiate its project contracts, and that complies with Law and is mutually acceptable to the Parties. The estimated

project budget includes a 10% contingency on the construction bid, a 10% contingency on design and construction management services, 6% of the construction bid for County staff project management time, the cost to remodel Building H to accommodate the employees from Building E during the construction period, the cost to relocate Building H, termination of the utilities servicing Building H, and restoration of the Parking Area when the New Clerk's Building is complete, and all other necessary "soft costs" associated with completing the project. Any funds remaining after the conclusion of the project will be returned to the Court.

A Form CFP reflecting the county facilities payment for the leased court facility located at 201 South Miller Street has been submitted to the AOC for review and approval. This county facilities payment assumes development of the New Clerk's Building and that the Court staff located in the leased court facility will relocate to the New Clerk's Building. Thus, if the project for construction of the New Clerk's Building proceeds, the amount of the county facilities payment for the leased court facility will not be based on the actual costs associated with leasing and Operation of the leased court facility, but will be based on the 2,440 square feet comprising the leased court facility multiplied by the cost per square foot of the County Facilities Payment for the Court Facilities located on the Campus.

If the project scope must be reduced due to budget constraints, the following three court functions are listed in priority order of what functions would be eliminated from the New Clerk's Building:

- (i) The employees in the leased facility located at 201 South Miller Street;
- (ii) The approximately 3,614 square feet located in Building C and D; and
- (iii) Building E and Building H.

If the scope of the project must be reduced so that the employees housed in the leased court facility located at 201 South Miller Street must stay in those leased premises, the county facilities payment for the court facility in the leased premises will be modified to be the gross amount of that lease and the lease will be immediately assigned to the AOC. No penalties will be assessed to that county facilities payment, as modified. Under this scenario, the footprint of the New Clerk's Building cannot eliminate any parking spaces in the Parking Area.

If the scope of the project must be reduced so that the employees in Building C and D must stay in Building C and D, the county facilities payment for the Campus shall be reduced to reflect the reduction in the County Share.

If the scope of the project must be reduced such that eight employees in Building H and the employees in Building E cannot be accommodated in the New Clerk's Building, then the AOC may elect not to proceed with the project.

If the AOC does not elect to proceed with the project, the CFP for the leased facility located at 201 South Miller Street will be modified to be the actual costs associated with leasing and Operation of the leased court facility, and the lease will be immediately assigned to the AOC. No penalties will be assessed to this county facilities payment, as modified. Transfer of Title for Building H will occur, if it has not already been completed, and the AOC will remove Building H from the Campus as provided in section 3.11.2 of this JOA, terminate all Utilities servicing Building H, and renovate the portion of the Parking Area located under Building H to its existing state prior to the relocation of Building H onto the Campus. The County will allocate project funds from the New Clerk's Building project to remove Building H from the Campus, if the AOC does not provide an alternative funding source for this purpose.

Under this scenario, the County would be responsible for creating alternate necessary and suitable space for the eight employees and assorted furniture, equipment, and storage items that currently reside in Building H. This would be accomplished by the County providing a separate modular building on the Campus. The modular would be no larger than a standard double-wide (24' by 60') and would be located such that it does not eliminate any parking spaces in the Parking Area.

3.12 Construction of New Building on Campus. After the Effective Date of this Agreement, the County may develop and construct a new building on or in the exterior Common Area of the Campus for occupancy by the County. The Parties agree that, in the event that a new building constructed in the exterior Common Area reduces the amount of parking spaces in the Parking Area, the number of parking spaces allocated to the County in the Parking Area will decrease by the number of parking spaces that have been eliminated from the Parking Area due to construction of the new building.

4. SHARED COSTS

4.1 Payment of Estimated Shared Costs. The AOC will make timely, direct payment of all Shared Costs owed to Third Parties, and the County is responsible to reimburse the AOC for its applicable Share of all Shared Costs under this section 4.1. At all times that the Insuring Party is the County, the County will make timely, direct

payment of all Property Insurance Costs owed to Third Parties, and the AOC is responsible to reimburse the County for the AOC Campus Share of all Property Insurance Costs under section 4.5 of this JOA. Within 90 days after the Effective Date, and within 30 days after the first day of each fiscal year thereafter, the AOC will deliver to the County a statement (the “**Estimate Statement**”) itemizing the Estimated Shared Costs (other than Property Insurance Costs) for the upcoming fiscal year, and at all times that the Insuring Party is the County, by no later than the Effective Date, and within 30 days after the first day of each fiscal year thereafter, the Insuring Party shall deliver to the AOC a statement (the “**Property Insurance Estimate Statement**”) itemizing the estimated Property Insurance Costs for the upcoming fiscal year.

4.2 Payment of Actual Shared Costs. Within 30 days after the end of each fiscal quarter, the AOC will deliver to the County an invoice (the “**Quarterly Invoice**”) itemizing the actual Shared Costs incurred during the previous fiscal quarter (“**Actual Shared Costs**”). Within 45 days after the date that the County receives the Quarterly Invoice, the County shall either approve the Quarterly Invoice and process it for payment or disapprove the Quarterly Invoice. If the County disapproves a Quarterly Invoice, the County shall notify the AOC in writing and specify the reasons for the disapproval. The AOC shall have 15 days to respond in writing to any disapproval notice from the County. If the Parties do not reach agreement concerning a disputed Quarterly Invoice, the Parties must meet and confer, in person or by telephone, within 15 days after the AOC’s written response. If the Parties do not reach agreement concerning the disputed Quarterly Invoice during that meet and confer process, the Parties will promptly seek to resolve their dispute concerning the Quarterly Invoice under the terms of section 11 of this JOA. If the County does not respond to the AOC’s response notice within 15 days of receiving the notice, the County will be deemed to have accepted the AOC’s response and the Quarterly Invoice will be deemed approved by the County.

4.3 Notice of Anticipated Excess Cost. Prior to incurring any Shared Cost that the AOC reasonably believes will result in Actual Shared Costs in an amount greater than the Estimated Shared Costs (“**Excess Costs**”), the AOC shall give written notice to the County describing the estimated amount and reason for the anticipated Excess Costs; except that no notice need be given to the County if the Excess Costs will be incurred in connection with the correction of a Deficiency arising from an Emergency under section 3.2.4 of this JOA. If the County objects in writing to the estimated amount of the anticipated Excess Costs within 30 calendar days after receiving the AOC’s notice, the Parties must meet and confer, in person or by telephone, within 10 calendar days to resolve their dispute concerning the Excess Costs. If the Parties do not reach agreement concerning the estimated amount of the anticipated Excess Costs during that meet and confer process, the Parties will promptly seek to resolve their dispute concerning the

estimated amount of the anticipated Excess Costs under the terms of section 11 of this JOA. If the County neither approves nor objects to the AOC's notice within 30 calendar days of receiving the notice, the AOC may proceed with expenditure of the Excess Costs in the amount and for the purpose described in the notice, and the County must pay its Share of those Excess Costs.

4.4 Audit Rights. The County may, at its sole cost and upon reasonable notice to the AOC, inspect the AOC's books, records, and supporting documents concerning all Actual Shared Costs incurred for up to 12 calendar months prior to the date of the County's inspection. The Parties will cooperate reasonably with each other to ensure that the inspection is performed promptly and without undue interference to either Party. If, after its inspection, the County disputes any Actual Shared Costs for any of the immediately-preceding 12 calendar months, the County may engage an independent certified public accountant, acceptable to both Parties, to audit the AOC's books and records to determine the amount of the Actual Shared Costs in dispute. The results of the audit will be binding on both Parties. If the audit reveals that the County overpaid or underpaid Actual Shared Costs for a fiscal quarter, the Parties will make the payments necessary to resolve that overpayment or underpayment within 30 days following the completion of the audit. The County must pay the entire cost of the audit. The County's payment of Shared Costs will not prevent it from disputing the accuracy of any Actual Shared Costs under this section 4.4.

4.5 Property Insurance Costs.

4.5.1 Responsibility for Property Insurance Costs. Irrespective of which Party is the Insuring Party, at all times that the Property Insurance Policies provide insurance coverage for both the Building and other County-owned buildings, structures, or improvements, whether within or outside the boundaries of the Land, the Parties shall be responsible for the Property Insurance Costs based on their respective, pro rata square footage occupancies of all buildings (including the Buildings) that are covered by the Property Insurance Policies. For purposes of determining the Parties' responsibility for Property Insurance Costs, any space occupied by a Third Party (other than a State Party or a County Party) in a building insured under the Property Insurance Policies will be allocated to the Party that leases or licenses that space to the Third Party. On the Effective Date, the Property Insurance Costs are allocated to the Parties based on 25.84 percent for the County and 74.16 percent for the AOC.

4.5.2 Invoicing and Payment. At all times that the Insuring Party is the County, the County shall deliver to the AOC an invoice (the "**Property Insurance Costs Invoice**") within 30 days after the end of each fiscal quarter, itemizing the actual

Property Insurance Costs incurred during the previous fiscal quarter. The Parties shall proceed as described in sections 4.2, 4.3, and 4.4 of this JOA with respect to (i) approval and payment of the actual Property Insurance Costs shown in the Property Insurance Costs Invoice; (ii) any anticipated or actual excess Property Insurance Costs in excess of the estimated Property Insurance Costs shown in the Property Insurance Estimate Statement; and (iii) any audit that the AOC wishes to perform with respect to the actual Property Insurance Costs incurred for up to 12 months prior to the date of the AOC's inspection. Solely in respect of the invoicing, approval, payment, and auditing of the Property Insurance Costs, when the County is the Insuring Party, the County shall have the rights and obligations of the AOC under those sections, and the AOC shall have the rights and obligations of the County under those sections.

4.5.3 Changing Certain Property Insurance Costs. The Insuring Party will not change any deductible or self-insurance retention amount in respect of the Property Insurance Policies without the prior, written consent of the non-Insuring Party.

4.6 Shared Cost Notifications. Notwithstanding section 12 of this JOA, all communications and notices between the Parties relating to Shared Costs including, without limitation, Estimate Statements, Quarterly Invoices, Property Insurance Estimate Statements, Property Insurance Costs Invoices, or any other communication or notice required by this section 3.12, will be made between the following County and AOC representatives:

If to the AOC:

Administrative Office of the Courts
Office of Court Construction and Management
2255 North Ontario Street, Suite 200
Burbank, CA 91504
Attention: Regional Manager of Facility Operations,
Southern Region
Phone: (818) 558-3079
Fax: (818) 558-3112

If to the County:

Santa Barbara County
General Services Department
Assistant Director, Financial Services
105 E. Anapamu Street
Santa Barbara, CA 93101
Phone: (805) 568-2626
Fax: (805) 568-2663

5. RIGHT OF FIRST REFUSAL, COMPATIBLE USES, AND VACATE RIGHTS

5.1 Right of First Refusal and Increase of Space In Buildings

5.1.1 Right of First Refusal for Excess Area. At least 90 days before a Party rents or otherwise transfers to a Third Party all or any portion of its Exclusive-Use Area in any Building (“Excess Area”), that Party must, by written notice, offer the Excess Area to the other Party on the same terms and conditions set forth in any offer to or from a Third Party for the Excess Area (“Third Party Terms”). The Third Party Terms must separate the rent for the Excess Area from any amounts to be paid by the Third Party for Operation, Utilities, and other costs in respect of the Excess Area. If the other Party elects not to occupy the Excess Area on the Third Party Terms, or fails to respond to the notice within the 90 day period, the Party with the Excess Area may, subject to section 5, permit a Third Party to occupy and use the Excess Area on the Third Party Terms. Before a Third Party can occupy the Excess Area on terms that are more favorable to the Third Party than the Third Party Terms, the Party with the Excess Area must again first offer the Excess Area to the other Party on those more favorable terms under this section 5.1.1. If the other Party elects to accept the Excess Area on the Third Party Terms, the Parties will enter into a separate written agreement setting forth the terms for the other Party’s occupancy and use of the Excess Area, consistent with the Third Party Terms.

5.1.2 Request for Increase of Exclusive-Use Area. If a Party wishes to increase the size of its Exclusive-Use Area in any Building (“Additional Area”), and the Parties reach agreement on mutually-acceptable terms for the Additional Area, the Parties will enter into a separate written agreement setting forth the terms for the occupancy and use of the Additional Area, which terms may include a reasonable rent, including Shared Costs related to the Additional Area that is rented, subject to section 5.1.4 of this JOA.

5.1.3 No Adjustment to Shares. If a Party rents any Excess Area or Additional Area under section 5.1.1 or 5.1.2, above, the rental transaction will not result in a change to the Parties' Shares. Rather, the rent paid by the Party renting the Excess Area or the Additional Area will include the Shared Costs applicable to the Excess Area or the Additional Area, as applicable. The Parties' Shares will only be adjusted if one Party at any time buys the other Party's rights to occupancy and use of the Real Property for fair market value under section 5.3 of this JOA, or otherwise.

5.1.4 Terms of this JOA Not Affected. Any transfer of the Excess Area or the Additional Area to a Party or to a Third Party will not relieve the Parties of their rights and responsibilities under this JOA with respect to the Excess Area or the Additional Area. Rather, any re-allocation of the Parties' rights and responsibilities under this JOA will be set forth in any separate agreement entered into by the Parties for rental of the Excess Area or the Additional Area.

5.2 Compatible Use: Hazardous Substances.

5.2.1 Compatible Use. Each Party must use, and must require that any Occupants use, its Exclusive-Use Area in a manner that is compatible with the Parties' use of the Buildings on the Effective Date and that does not deteriorate or diminish the other Party's ability to use its Exclusive-Use Area or the Common Area effectively. The AOC must ensure that any Occupant that occupies any of the Common Area uses its space in a manner compatible with the Parties' use of the Buildings.

5.2.2 Hazardous Substances. Neither Party will store, use, treat, manufacture, or sell, or allow any other person to store, use, treat, manufacture, or sell, any Hazardous Substance on the Real Property except in compliance with Law.

5.3 Vacate Right Pursuant to Section 70344(b) of the Act. After the Effective Date, if either Party is entitled to and does exercise its rights under section 70344(b) of the Act with respect to either Building A and B or Building C and D, the Party that is required to vacate the applicable Building ("Vacating Party") must remove all of its property from, and surrender to the other Party full possession of, the space vacated ("Vacated Space") within 90 days after the Parties agree on the amount of compensation to be paid to the Vacating Party for (i) its Equity in the Vacated Space, and (ii) its relocation costs. The Vacating Party must repair, at its sole cost, any damage it causes to any part of the Real Property in removing its property from the Vacated Space. If the Parties cannot agree on the value of the Vacating Party's Equity in the Vacated Space, the Parties will select a mutually-acceptable Appraiser or a Broker to determine the fair market value of the Vacating Party's Equity in the Vacated Space. If the Parties cannot agree on the fair market value of the Vacating Party's relocation costs, the Parties will

select a mutually-acceptable relocation expert with at least five years of experience in determining relocation costs in California (“Expert”), to determine the fair market value of the Vacating Party’s relocation costs. Any Appraiser, Broker, or Expert will deliver to both Parties its determination of value, and each Party will be responsible for one-half of the costs of the Appraiser, Broker, or Expert. Any disputes under this section 5.3 will be resolved under section 11 of this JOA. The Parties will enter into an Equity Rights Purchase Agreement to memorialize the terms of the purchase of the Vacating Party’s Equity in the Vacated Space, and the Parties must enter into a Termination Agreement, substantially similar to Attachment “4” attached to this JOA, when the Vacating Party has vacated the Vacated Space.

5.4 Amendment to JOA; Equity Rights. If the Parties’ Equity rights will be modified, whether under section 7 of this JOA, or as a result of any other purchase of Equity rights to which the Parties may agree under this JOA or the Act, the Parties will amend this JOA to: (i) adjust their Exclusive-Use Areas; and (ii) adjust each Party’s Building Share in any Building or Buildings affected by the purchase of Equity rights, and adjust each Party’s Campus Share and their Equity rights in the Real Property.

6. INSURANCE

6.1 Property Insurance. Until the Bonded Indebtedness no longer encumbers any part of the Real Property: (i) the County shall be the Insuring Party; (ii) the terms of the BI Documents govern the County’s obligation to obtain and maintain in full force and effect the Property Insurance Policies for the Real Property, (iii) section 6.1.4 of this JOA will apply with respect to the allocation of the proceeds from the Property Insurance Policies, and (iv) any inconsistency between the terms of this JOA and the terms of the BI Documents regarding the County’s obligation to insure the Real Property will be resolved in favor of the terms of the BI Documents. On and after the date that the Real Property is no longer subject to the Bonded Indebtedness, section 6.1.4 of this JOA will no longer apply or govern the rights and responsibilities of the Parties in respect of the allocation of proceeds from the Property Insurance Policies, but such allocation will instead be governed by section 7 of this JOA.

6.1.1 Property Insurance Policies to be Maintained. The Insuring Party will provide the Property Insurance Policies and maintain them in full force and effect, and will make direct payment of all Property Insurance Costs, subject to the non-Insuring Party’s obligation to pay its portion of those costs under section 4.5 of this JOA. At all times that the Insuring Party is the County, the Insuring Party will include, by specific endorsement to each of the Property Insurance Policies, the Judicial Council of California, the Administrative Office of the Courts, and the Court as insureds or covered

parties, as appropriate, and joint loss payees for any Property Damage Claim payable under the terms and conditions of the Property Insurance Policies, with the same coverages and limits as the named insured under the Property Insurance Policies. At all times that the AOC is the Insuring Party, the AOC will include by separate endorsement to each of the Property Insurance Policies, the County as an insured, or covered party, as appropriate, and joint loss payee for any Property Damage Claim payable under the terms and conditions of the Property Insurance Policies, with the same coverages and limits as the named insured under the Property Insurance Policies.

6.1.2 Allocation of Risk for Property Damage Claims. While the County is the Insuring Party and is providing and maintaining the Property Insurance Policies, in the event of a Property Damage Claim: (i) both the State Parties and the County Parties will cooperate to seek recovery for damage to such Party's contents from their own respective Property Insurance Policies; (ii) neither the State Parties nor the County Parties shall be responsible for the other Party's deductible or self-insurance retention that is applicable to damage to contents; (iii) both the State Parties and the County Parties will cooperate fully to tender to the providers of the County's Property Insurance Policies, and to process and pursue to final resolution, any and all Property Damage Claims, including (if covered by the Property Insurance Policies) claims for costs associated with obtaining and relocating Court operations to alternate space, while any portion of the Real Property is being repaired or replaced, and (iv) both the State Parties and the County Parties hereby waive, and will cause the providers of their respective Property Insurance Policies to waive, all rights of recovery against the other Party and their applicable insurer(s) for any claims payable under the terms and conditions of their respective Property Insurance Policies. The Parties acknowledge that property insurance is "no fault" insurance; therefore, if any Property Loss occurs, there are no exclusions or conditions to payment, irrespective of the acts or omissions of either Party, other than those exclusions specifically set forth in the Property Insurance Policies.

6.1.3 Compliance with Property Insurance Policies. While the Insuring Party is providing and maintaining the Property Insurance Policies under this JOA, the Insuring Party will provide the non-Insuring Party with verification that the Property Insurance Policies are in full force and effect and, at the request of the non-Insuring Party, with copies of the Property Insurance Policies, as the Property Insurance Policies may be issued or modified from time to time. The State Parties and the non-Insuring Party Parties will comply in all material respects with all requirements for the use of the Real Property that are set forth in the Property Insurance Policies and that the Insuring Party has provided to the non-Insuring Party.

6.1.4 Application of this Section. While any portion of the Real Property is subject to the Bonded Indebtedness, this section 6.1.4 will apply in respect of the Real Property, and section 7 of this JOA will be of no force or effect in respect of the Real Property. When no part of the Real Property is subject to the Bonded Indebtedness and the County is the Insuring Party, this section 6.1.4 will be of no further force or effect whatsoever, and section 7 of this JOA will govern and control.

6.1.4.1 Property Insurance Proceeds. Upon the occurrence of any Property Loss affecting the Real Property, the Parties will promptly meet and confer, in good faith, to determine how the proceeds of the Property Insurance Policies arising from the Property Damage Claim will be allocated and used, and what notice will be given by the County or the Corporation to the Trustee under the BI Documents concerning those insurance proceeds. The AOC will have the right to meaningful participation with the County in deciding whether to restore or replace the damaged parts of the Real Property ("**Damaged Property**"). The meeting will be held, in person or by telephone, by no later than 30 days before the date that the County or the Corporation must notify the Trustee concerning how the County will use the proceeds of the Property Insurance Policies, under the BI Documents. In no event will the insurance proceeds arising from a Property Damage Claim concerning the Real Property be allocated or used in a manner that results in a breach or default by the County or the Corporation under the BI Documents. The County must continue to make all payments and perform all of its obligations under the BI Documents until the Bonded Indebtedness has been fully repaid and satisfied, notwithstanding the Property Loss to the Real Property.

6.1.4.2 Decision Not to Restore or Replace. If, as a result of the meeting described in section 6.1.4.1 above, the Parties decide that the insurance proceeds arising from the Property Damage Claim concerning the Real Property will not be used to restore or replace the Damaged Property, and if any of the Non-Owning Party's Exclusive-Use Area in one or more of the Buildings is uninhabitable as a result of the Property Loss, then the Owner will compensate the Non-Owning Party for its Equity rights in the uninhabitable part of the Non-Owning Party's Exclusive-Use Area in such Building or Buildings. The compensation to be paid to the Non-Owning Party will be determined in the manner described in section 5.3 of this JOA. To the extent covered by the Property Insurance Policies, the Non-Owning Party will be entitled to that portion of the proceeds from the Property Damage Claim that are directly related to compensation for the Non-Owning Party's relocation costs arising from Property Loss. If the Non-Owning Party will no longer occupy one or more of the Buildings due to Property Loss that the Parties decide not to restore or replace, then when the Non-Owning Party has been compensated for its Equity rights under this section 6.1.4.2, the Parties will modify this JOA to reflect the Parties' new Shares and Equity rights arising from the purchase of

the Non-Ownning Party's Equity rights. If the Non-Ownning Party will no longer occupy any of its Exclusive-Use Area in any of the Buildings due to a Property Loss that the Parties decide not to restore or replace, then when the Non-Ownning Party has been compensated for its Equity rights in the entire Campus under this section 6.1.4.2, the Parties will terminate this JOA by signing a Termination Agreement and recording it in the County Recorder's Office.

6.1.4.3 Only County Exclusive-Use Area Damaged. If any Property Loss causes damages only to the County Exclusive-Use Area, and neither the Common Area nor the Court Exclusive-Use Area sustains any damage or injury as a result of such Property Loss, then the County shall be solely entitled to decide how the proceeds of the Property Insurance Policies will be allocated and used, and the County shall be solely entitled to all proceeds of the Property Insurance Policies arising from the Property Damage Claim made in respect of such Property Loss, whether or not the County elects to restore or replace that Property Loss.

6.1.5 No Waiver of Equity Rights. The provisions of sections 6.1.4 and 7 of this JOA will not be deemed or construed to waive, diminish, release, or otherwise affect the Equity rights of either Party in respect of the Real Property.

6.2 Reporting and Processing Claims.

6.2.1 Incident Reports. The AOC will maintain copies of any Incident reports that it prepares for a period of five years, and at the request of the County, the AOC will provide the County with a complete copy of, or reasonable access to, those Incident reports.

6.2.2 Party Responsible for Claims. If either Party receives any demand, complaint, notice, document, or information alleging the existence or occurrence of any incident, event, circumstance, or occurrence in, on, or about the Real Property ("Incident") that is or could result in any Property Damage Claim or Liability Claim (each, a "Claim", and together, "Claims") or an AOC Claim, or if a Party otherwise becomes aware that an Incident has occurred, that Party will make best efforts to promptly notify the other Party of that Incident. Following that notice, the Parties will work together, diligently and in good faith, to determine which of them bears responsibility for the loss or injury alleged, and whether either Party is entitled to indemnification by the other in respect of the Incident under sections 8.1 or 8.2 of this JOA. If the Parties are not able to so agree, then they will resolve those matters under section 11 of this JOA.

6.3 Third-Party Contractor Insurance. Each Party must require each of its Contractors to (i) obtain and maintain insurance of the type and with coverage amounts that are usual and customary to the type of business or exposures related to the work being performed on the Real Property, (ii) name both Parties as additional insureds by specific endorsement to their general liability policies, (iii) provide a waiver of subrogation in favor of both Parties with respect to all property insurance policies, and (iv) provide to the Parties a 30-day notice of cancellation or material change in any insurance coverage required hereunder. Unless the Parties otherwise agree, all Contractors must indemnify, defend, and hold harmless the County Parties and the State Parties from and against all claims, demands, liabilities, damages, attorney fees, costs, expenses, and losses arising from the performance by the Contractors under their contracts, and neither Party waives any right of recovery or subrogation against the other in respect of their contractual arrangements with the Contractors.

6.4 Workers' Compensation Coverage. Each Party will each maintain its own workers' compensation insurance covering its own employees, and neither Party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.

7. DAMAGE OR DESTRUCTION

7.1 Property Loss After Bonded Indebtedness Satisfied. While certain portions of the Real Property are subject to the Bonded Indebtedness, the terms of section 6.1.4 of this JOA govern in respect of any Property Loss to the Real Property, and this section 7 is of no force or effect. When the Real Property is no longer subject to the Bonded Indebtedness, this section 7 will govern and apply in respect of any Property Loss or Property Damage Claim in respect of any of the Real Property, and section 6.1.4 of this JOA will be of no further force or effect whatsoever, except only as to any Property Loss or Property Damage Claim that occurred or commenced while the Real Property was subject to the Bonded Indebtedness.

7.1.1 Allocation of Property Insurance Proceeds. In the event of a Property Loss, each Party will be entitled to the proceeds payable under the Property Insurance Policies to the extent the Property Loss is attributable to its Exclusive-Use Area or its applicable Share of the Common Area. If one or more Property Damage Claims is fully and finally resolved in an amount that exceeds the applicable amount payable under all of the Property Insurance Policies, or if any Property Loss is not covered by the Property Insurance Policies through no fault of the Owner, then if both Parties elect to restore or replace the Damaged Property, each Party will pay the amounts that exceed the coverage of the Property Insurance Policies to the extent the Property

Loss is attributable to its Exclusive-Use Area or its applicable Share of the Common Area. By way of example only, if the total amount of the Property Damage Claim is \$1,250,000, and if 40 percent is attributed to damage in the Court Exclusive-Use Area, 35 percent is attributed to damage in the County Exclusive-Use Area, and 25 percent is attributed to damage in the Common Area, and the total amount payable under the Property Insurance Policies is \$1,000,000, then the AOC would be entitled to insurance proceeds in the amount of \$400,000 (for the damage to the Court Exclusive-Use Area), the County would be entitled to insurance proceeds of \$350,000 (for damage to the County Exclusive-Use Area), and the Parties would share the remaining \$250,000 of insurance proceeds in accordance with their respective applicable Shares. With respect to the uninsured \$250,000 portion of the Property Damage Claim, the AOC would be responsible to pay \$100,000 (40 percent of \$250,000) in respect of its Exclusive-Use Area, plus an amount equal to the applicable AOC Share of the \$62,500 (25 percent of \$250,000) in respect of the Common Area, and the County would be responsible to pay (if both Parties elect to restore or replace the Damaged Property) the balance of the uninsured loss. The Insuring Party will allocate all insurance proceeds received in respect of any Property Loss affecting the Real Property as set forth in this section 7 of this JOA.

7.2 Damage or Destruction Event. If, due to Property Loss not caused by either Party, the Real Property cannot be occupied by one or both Parties, each Party will be solely responsible to arrange for its own relocation to and occupancy of alternate space. Promptly after a Property Loss, the Parties will comply with the provisions of sections 6 and 7.1, and as promptly as possible, but in no event later than 180 days after a Property Loss, each Party will notify the other in writing ("**Restoration Election Notice**") whether it wishes to restore or replace the Damaged Property. Notwithstanding the foregoing, if any Property Loss exclusively affects the Exclusive-Use Area of only one Party, and neither the Common Area nor the Exclusive-Use Area of the other Party sustains any damage or injury as a result of the Property Loss, then the Party whose Exclusive-Use Area is affected by the Property Loss shall be: (i) solely entitled to decide how the proceeds of the Property Insurance Policies related to that Property Loss will be allocated and used, (ii) whether to restore or replace the Damaged Property, and (iii) entitled to all proceeds arising from the Property Damage Claim related to such Property Loss. In such event, the decision of the Party whose Exclusive-Use Area was damaged or injured shall be treated as though it was the decision of both Parties for purposes of section 7.3 or 7.5 of this JOA, as applicable, and section 7.4 of this JOA shall be of no force or effect.

7.3 Both Parties Elect to Restore or Replace. If both Parties elect to restore or replace the Damaged Property, the Parties will cooperate in good faith to restore or replace the Damaged Property, with each Party contributing the proceeds it receives as

indemnity for direct physical loss or damage under the Property Insurance Policies and otherwise paying its portion of the cost to restore or replace the Damaged Property, as set forth in section 7.1, above. If the Parties restore or replace the Damaged Property in a way that results in a change to the Parties' applicable Shares or their Equity rights, the Parties will each pay the costs and expense to restore or replace the Damaged Property according to their newly-determined Shares or Equity rights.

7.4 Only One Party Elects to Restore or Replace. If, based on the Restoration Election Notices, only one Party elects to restore or replace the Damaged Property, then within 30 days after the Parties' Restoration Election Notices are given, the Parties must meet and confer in good faith to determine how to proceed with respect to (i) the Damaged Property; (ii) the proceeds of the Property Insurance Policies, if any, to which each Party is entitled as indemnity for direct physical loss or damage under section 7.1, above, and (iii) compensation for the Equity rights of either Party in the Real Property, if applicable. If the Parties cannot agree on those matters, they will proceed as set forth in section 11 of this JOA. Until the Parties have reached a final agreement concerning how the foregoing issues will be resolved, neither Party will use any applicable insurance proceeds that are in dispute. Such insurance proceeds will only be used in accordance with the Parties' final resolution of those issues.

7.5 Neither Party Elects to Restore or Replace. If neither Party elects to restore or replace the Damaged Property, then both Parties will retain the proceeds of the Property Insurance Policies to which they are entitled under section 7.1. If any of the non-Insuring Party's Exclusive-Use Area is uninhabitable as a result of the Property Loss, then the Insuring Party will compensate the non-Insuring Party for its Equity rights in the uninhabitable part of the non-Insuring Party's Exclusive-Use Area, determined in the manner described in section 5.3 of this JOA, except that all insurance proceeds the non-Insuring Party has received, or will receive, as indemnity for direct physical loss or damage from final resolution of any Property Damage Claims made in respect of the Damaged Property will be deducted from the Equity rights compensation paid by the Insuring Party to the non-Insuring Party for its Equity rights in the uninhabitable parts of its Exclusive-Use Area in the Building or Buildings that are affected by the Property Loss. To the extent covered by the terms of the Property Insurance Policies, the non-Insuring Party will be entitled to that portion of the proceeds from the Property Damage Claim that is directly related to compensation for the non-Insuring Parties' relocation costs arising from the Property Loss. If the non-Insuring Party will no longer occupy any one or more of the Buildings due to Property Loss that neither Party elects to restore or replace, then when the non-Insuring Party has been compensated for its Equity rights under this section 7.5, the Parties will terminate this JOA with respect to the applicable

Building or Buildings by signing a Termination Agreement and recording it in the non-Insuring Party Recorder's Office.

8. INDEMNIFICATION

8.1 Indemnification Obligation of State Parties. The State Parties will and do indemnify, defend, and hold harmless the County Parties, with counsel reasonably acceptable to the County Parties, from and against all claims, demands, liabilities, damages, attorney fees, costs, expenses, and losses (individually and collectively referred to in this section 8 as "**Indemnified Loss**") arising from (1) all AOC Claims, and (2) Liability Claims where and to the extent that the Liability Claims result from the willful misconduct or negligent acts, errors, or omissions of a State Party.

8.2 Indemnification Obligation of County Parties. The County Parties will and do indemnify, defend, and hold harmless the State Parties, with counsel reasonably acceptable to the State Parties, from and against all Indemnified Loss arising from Liability Claims where and to the extent that the Liability Claims result from the willful misconduct or negligent acts, errors, or omissions of a County Party.

8.3 Indemnified Party's Participation. The indemnifying Party must manage and be entirely responsible to handle and resolve all Liability Claims for which it is responsible under sections 8.1 or 8.2, as applicable. The indemnified Party may elect, but is not required, to retain its own attorney, at the indemnified Party's sole expense, to participate in the litigation, settlement negotiations, or other dispute resolution procedures for any Liability Claim as to which it is the indemnified Party. If the indemnified Party elects to retain its own attorney to participate in the litigation, settlement negotiations, or other dispute resolution procedures for a Liability Claim, the indemnifying Party will cooperate with the indemnified Party, and the attorney retained by the indemnified Party.

8.4 Effect of Indemnification Rights. The rights of a Party to be indemnified under sections 8.1 or 8.2 of this JOA cannot be deemed or construed to limit or diminish the obligation of the indemnified Party to perform its duties at Law or under any agreement between the County Parties and the State Parties. The indemnifying Party will have no right of set off in respect of payment of any Indemnified Loss to the indemnified Party under this JOA.

9. CONDEMNATION

If either Party receives written notice advising of an actual or intended condemnation of the Real Property ("**Condemnation Notice**"), that Party will immediately deliver a copy of the Condemnation Notice to the other Party. In the event

of an actual condemnation, the Parties will cooperate with each other in good faith to obtain the maximum award that may be obtained from the condemning authority, and each Party will be entitled to its applicable Share of the condemnation proceeds.

10. DEFAULT NOTICE AND CURE

Upon a Party's breach or default of any other provision of this JOA, the Parties will comply with the terms for notice of default and cure period set forth in section 10 of the Agreement, which terms are incorporated into this JOA as though fully set forth herein. Notwithstanding anything in this JOA or the Agreement to the contrary, no default or breach will be deemed to have occurred if the AOC is unable to pay any amounts due and owing under this JOA as a result of the State of California's failure to timely approve and adopt a State budget. Should the AOC fail to pay any amounts due and owing under this JOA as a result of the State of California's failure to timely approve and adopt a State budget, the AOC will promptly pay any previously due and unpaid amounts due and owing under this JOA upon approval and adoption of the State budget.

11. DISPUTE RESOLUTION

In the event of a dispute between the Parties relating to performance of the Parties' obligations under this JOA, the Parties will comply with the terms for dispute resolution set forth in section 12 of the Agreement, which terms are incorporated into this JOA as though fully set forth herein.

12. NOTICES

Subject to section 4.6 of this JOA, any notice or communication required to be sent to a Party under this JOA must be sent in accordance with the terms for giving of notices in section 13 of the Agreement, which terms are incorporated into this JOA as though fully set forth herein.

13. MISCELLANEOUS

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

13.2 Force Majeure. Neither Party is responsible for performance under this JOA 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.

13.3 Assignment. Neither Party may assign this JOA 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.

13.4 Binding Effect. This JOA binds the Parties and their permitted successors and assigns.

13.5 Third Parties Benefited. The Court is an intended beneficiary of all provisions of this JOA for the benefit of the AOC.

13.6 Construction. The headings used in this JOA are for convenience only and will not affect the meaning or interpretation of this JOA. The words "hereof," "herein," and "hereunder," and other words of similar import, refer to this JOA as a whole and not to any subdivision of this JOA. Both Parties have reviewed and negotiated this JOA, and this JOA will not be construed against a Party as the principal draftsman. The words "include" and "including" when used are not exclusive and mean "include, but are not limited to" and "including but not limited to," respectively.

13.7 Integration; Amendments. This JOA and the Agreement contain the entire agreement of the Parties with respect to the subject matter of this JOA, and supersede all previous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties. This JOA may be amended only by written agreement signed by both of the Parties.

13.8 Incorporation By Reference. The Attachments to this JOA are incorporated into and made a part of this JOA for all purposes, and all references to this JOA in any of the Attachments mean and include the entirety of this JOA.

13.9 Severability. If any term of this JOA 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 JOA not affected by the inconsistency will remain in full force and effect.

13.10 Further Assurances. The Parties agree to cooperate reasonably and in good faith with one another to (i) implement the terms and provisions set forth in this JOA and

the Act, and (ii) 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 JOA and the Act.

13.11 Conflicts Between JOA and Transfer Agreement: Capitalized Terms. The Agreement supersedes and controls to the extent of any conflicts between the terms of the Agreement and this JOA. Capitalized terms used in this JOA and not otherwise defined herein will have the meanings given to them in the Agreement.

13.12 Signature Authority. The individuals signing this JOA on behalf of the AOC and the County certify that they are authorized to do so.

[Signature page follows.]

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We agree to the terms of this JOA.

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

By: [Signature]
Name: Grant Walker
Title: Senior Manager, Business Services
Date: 12/16/08

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

By: [Signature]
Name: _____
Title: Chair, Board of Supervisors
Date: 12/9/08

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

By: [Signature]
Name: Leslie G. Miessner
Title: Attorney
Date: 12/14/08

ATTEST
[Signature], Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM: Dennis Marshall County Counsel

By: [Signature]
Name: M. Hedbetter
Title: Deputy
Date: 12-1-08

APPROVED AS TO FORM: Ray Aromatorio County Risk Manager

By: [Signature]
Name: _____
Title: RISK PROGRAM ADMINISTRATOR
Date: 12 11 08

APPROVED AS TO FORM:

Robert W. Geis
County Auditor-Controller

By: *R W Geis*
Title: *Auditor-controller*
Date: *12/1/08*

LIST OF ATTACHMENTS

Attachment "1"	Legal Description of Land
Attachment "2"	Site Plan of Real Property and Depiction of Parking Area
Attachment "3-A"	Floor Plans of Building A and B
Attachment "3-B"	Floor Plans of Building C and D
Attachment "3-C"	Floor Plans of Building G
Attachment "4"	Form of Termination of Joint Occupancy Agreement
Attachment "5"	Computer, Data, and Router Equipment Schedule

**ATTACHMENT "I" TO JOA
LEGAL DESCRIPTION OF LAND**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

That portion of the Southwest quarter of the Northwest quarter of Section 14, Township 10 North, Range 34 West, S.B.M., in the City of Santa Maria, County of Santa Barbara, State of California, described as follows:

Beginning at a point 60 feet South and 370 feet East of the Southwest corner of Block 8, Cook's Division, in said City of Santa Maria, according to the map thereof recorded in Book 1, at Page 4 of Maps and Surveys, records of said County, said point being the Northeast corner of the block known as the "Walter Elliot Block"; thence East 380 feet to a stake 60 feet South of the Southeast corner of Block 9 of said Cook's Division; thence South 440 feet to a redwood stake; thence West 380 feet to a stake on the Southerly line of land now or formerly of Walter Elliot; thence North 440 feet to the point of beginning.

APN# 125-064-02

PARCEL TWO:

A parcel of land over a portion of the Northwest 1/4 of Section 14, Township 10 North, Range 34 West, S.B.M., in the City of Santa Maria, County of Santa Barbara, State of California, more particularly described as follows:

Beginning at a found concrete nail at the Southerly center line intersection point of Cook Street and Miller Street from which a second concrete nail at the centerline intersection of Cook Street and Miller Street bears Northerly a distance of 10.68 feet as shown on Record of Surveys recorded in Book 118, Page 44 in the office of the County Recorder of said County;

Thence Southerly along the centerline of Miller Street 460.00 feet;

Thence South $89^{\circ}37'28''$ West a distance of 37.50 feet to the West right of way of Miller Street and the Southeast corner of that parcel of land (here-after referred to as Parcel One) as shown and recorded on the Record of Survey in Book 32, Page 18, and the

Northeast corner of the Parcel (here-after referred to as Parcel Two) of land as conveyed to the City of Santa Maria and recorded July 1, 1974 as Instrument No. 25016 in Book 2524, Pages 668-669 of Official Records in the office of the County Recorder;

Thence Southerly along the Westerly right of way of Miller Street South $00^{\circ}24'50''$ West, a distance of 50.00 feet to the Southeast corner of said Parcel Two and the "True Point of Beginning";

Thence Southerly along the Westerly right-of-way of Miller Street South $00^{\circ}24'50''$ West, a distance of 33.32 feet;

Thence North $89^{\circ}32'19''$ West a distance of 379.32 feet;

Thence North $00^{\circ}28'18''$ East a distance of 5.69 feet;

Thence North $89^{\circ}21'56''$ West a distance of 144.51 feet;

Thence South $00^{\circ}38'04''$ West a distance of 52.78 feet;

Thence North $89^{\circ}26'16''$ West a distance of 115.00 feet;

Thence North $00^{\circ}28'25''$ East a distance of 65.24 feet;

Thence South $89^{\circ}31'35''$ East a distance of 24.47 feet;

Thence North $00^{\circ}40'09''$ East a distance of 151.46 feet;

Thence South $89^{\circ}18'43''$ East a distance of 18.65 feet;

Thence North $00^{\circ}41'17''$ East a distance of 71.27 feet;

Thence South $89^{\circ}41'44''$ East a distance of 213.98 feet to the Westerly line of said Parcel One; (said Westerly line has a record bearing of South $00^{\circ}22'13''$ West as shown on said Record of Survey Book 32, Page 18);

Thence Southerly along said West line South $00^{\circ}24'50''$ West a distance of 164.27 feet to the Southwest corner of said Parcel One;

Thence Easterly along the South line of said Parcel One North $89^{\circ}37'28''$ East a distance of 251.86 feet to the Northwest corner of said Parcel Two;

Thence South $00^{\circ}24'50''$ West a distance of 50.00 feet to the Southwest corner of said Parcel Two;

Thence North 89°37'28" East along the South line of said Parcel Two, a distance of 129.01 feet to the "True Point of Beginning"

Said land is also shown as Lot 1 of the Courthouse Lot Line Adjustment, Tract 5634.

APN# 125-064-07

PARCEL THREE:

A parcel of land over a portion of the Northwest 1/4 of Section 14, Township 10 North, Range 34 West, S.B.M., in the City of Santa Maria, County of Santa Barbara, State of California, more particularly described as follows:

All of the parcel of land as conveyed to the City of Santa Maria, and recorded July 1, 1974 as Instrument No. 25016 in Book 2524 Pages 668-669 of Official Records in the office of the County Recorder of said County; more particularly described as follows:

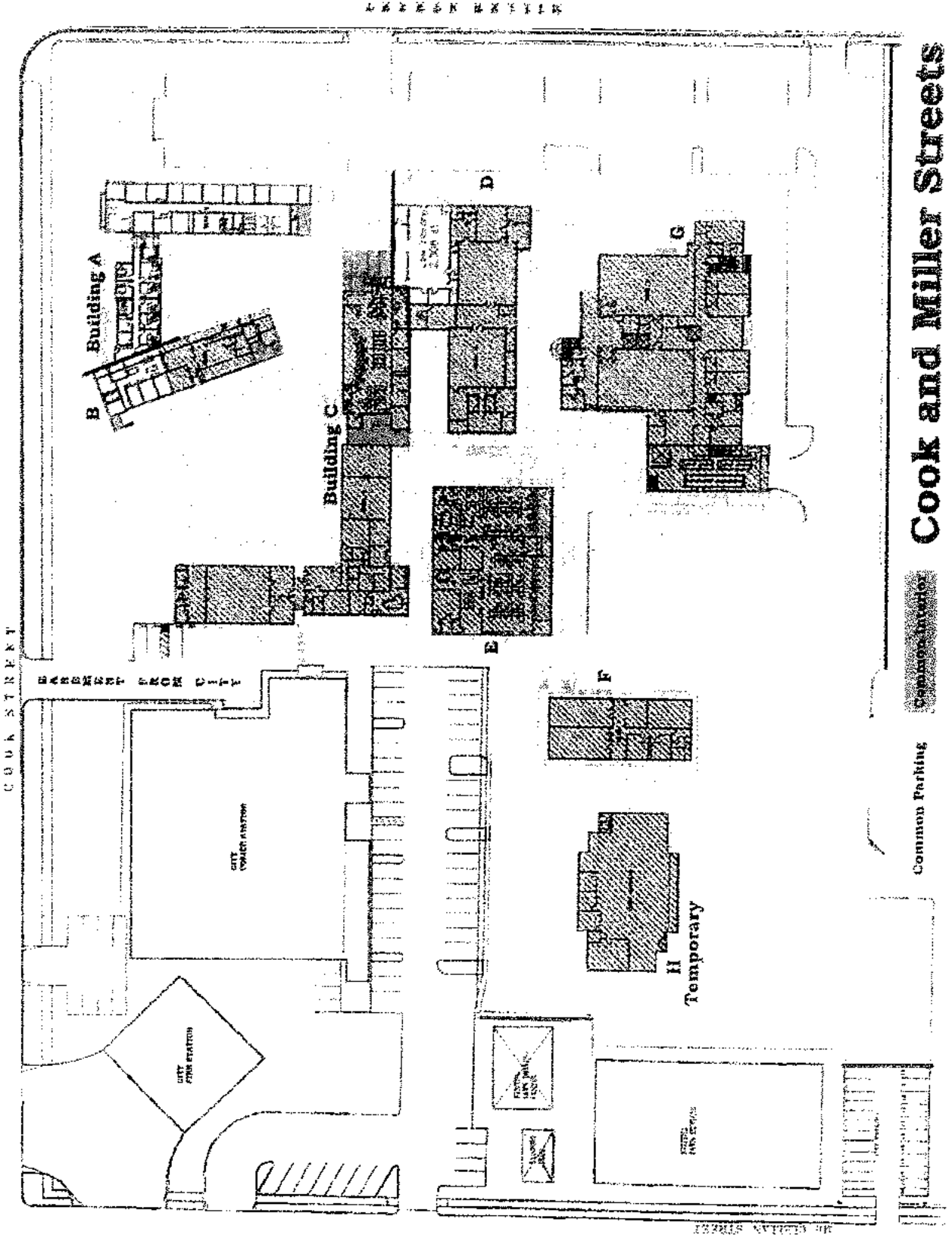
Beginning at a point on the West line of Miller Street, distant 500 feet South of the Southeast corner of Block 9 of Cook's Division in the City of Santa Maria, said point of beginning also being the Southeast corner of the tract of land described in Deed from R.D. Cook to Walter Elliott, dated November 4, 1895, recorded in Book 45, Page 190 of Deeds; thence West along the Southerly line of said land mentioned tract of land 129 feet; thence South 50 feet to a point on the Northerly line of the tract of land described in deed from R. D. Cook to John Long, dated February 10, 1898 recorded in Book 61 Page 331 of Deed Records; thence East along the Northerly line of said last mentioned tract 129 feet; thence North 50 feet to the true point of beginning containing 0.148 acres more or less.

APN#125-064-08

**ATTACHMENT "2" TO JOA
SITE PLAN OF REAL PROPERTY AND
DEPICTION OF PARKING AREA**

[See attached]

Attachment 2 to the Joint Occupancy Agreement Santa Maria Superior Court



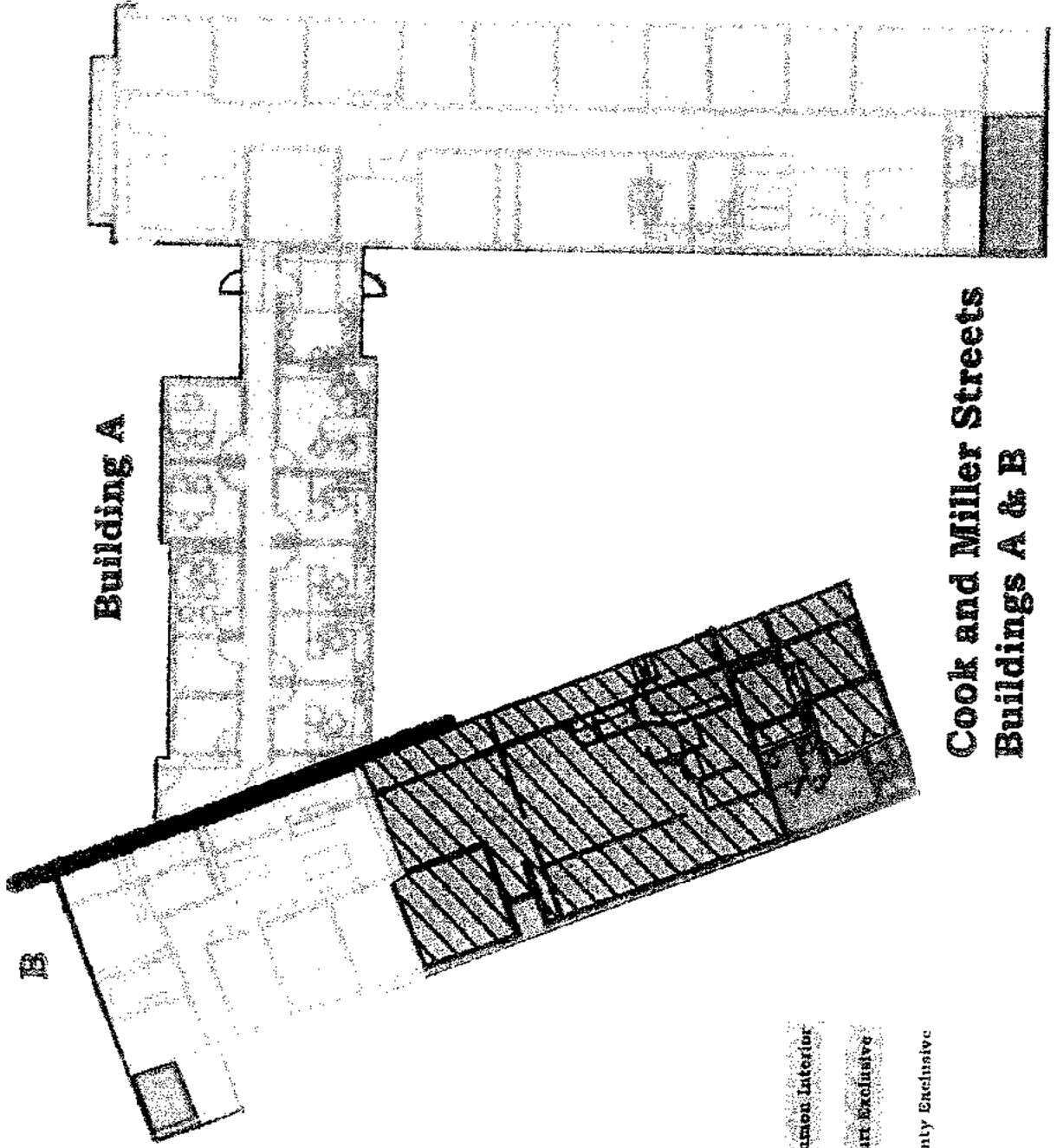
**Cook and Miller Streets
Site Plan**

**ATTACHMENT "3-A" TO JOA
FLOOR PLANS OF BUILDING A AND B**

[See attached]

3-A-1

Santa Maria Superior Court



Common Interior

Court Exclusive

County Exclusive

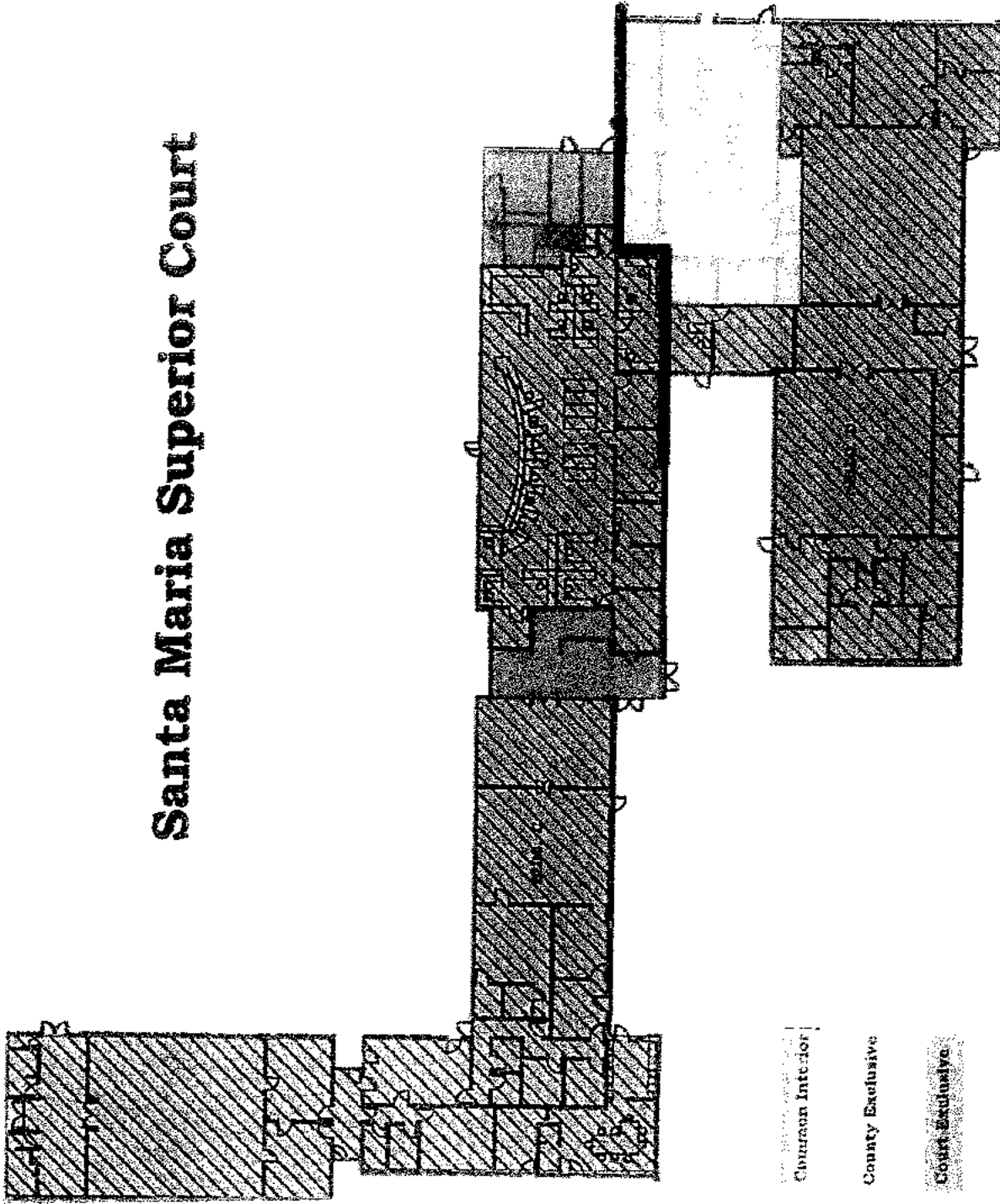
Cook and Miller Streets
Buildings A & B

**ATTACHMENT "3-B" TO JOA
FLOOR PLANS OF BUILDING C AND D**

[See attached]

3-B-1

Santa Maria Superior Court



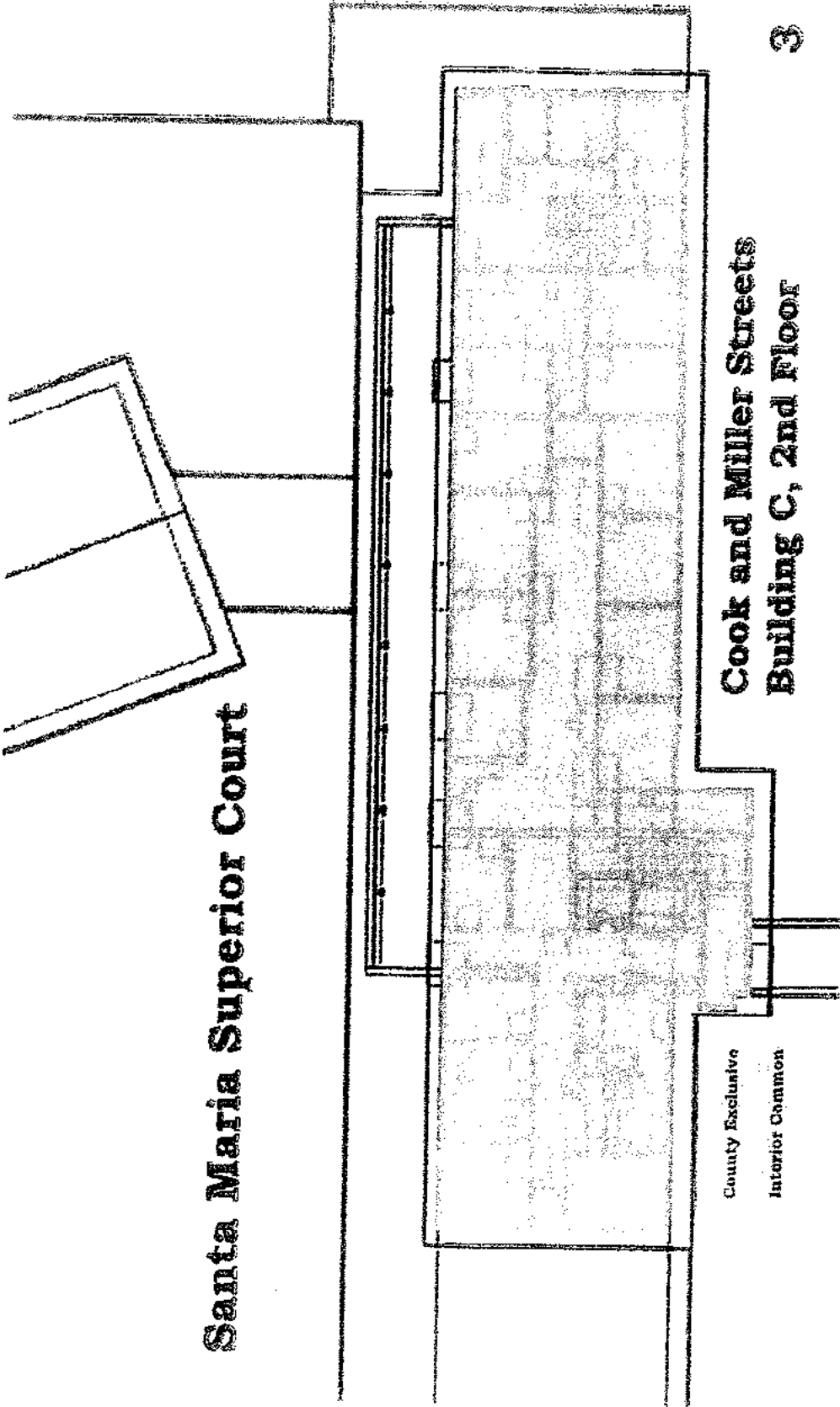
Courtroom Interior

County Exclusive

Court Exclusive

Cook and Miller Streets
Buildings C & D

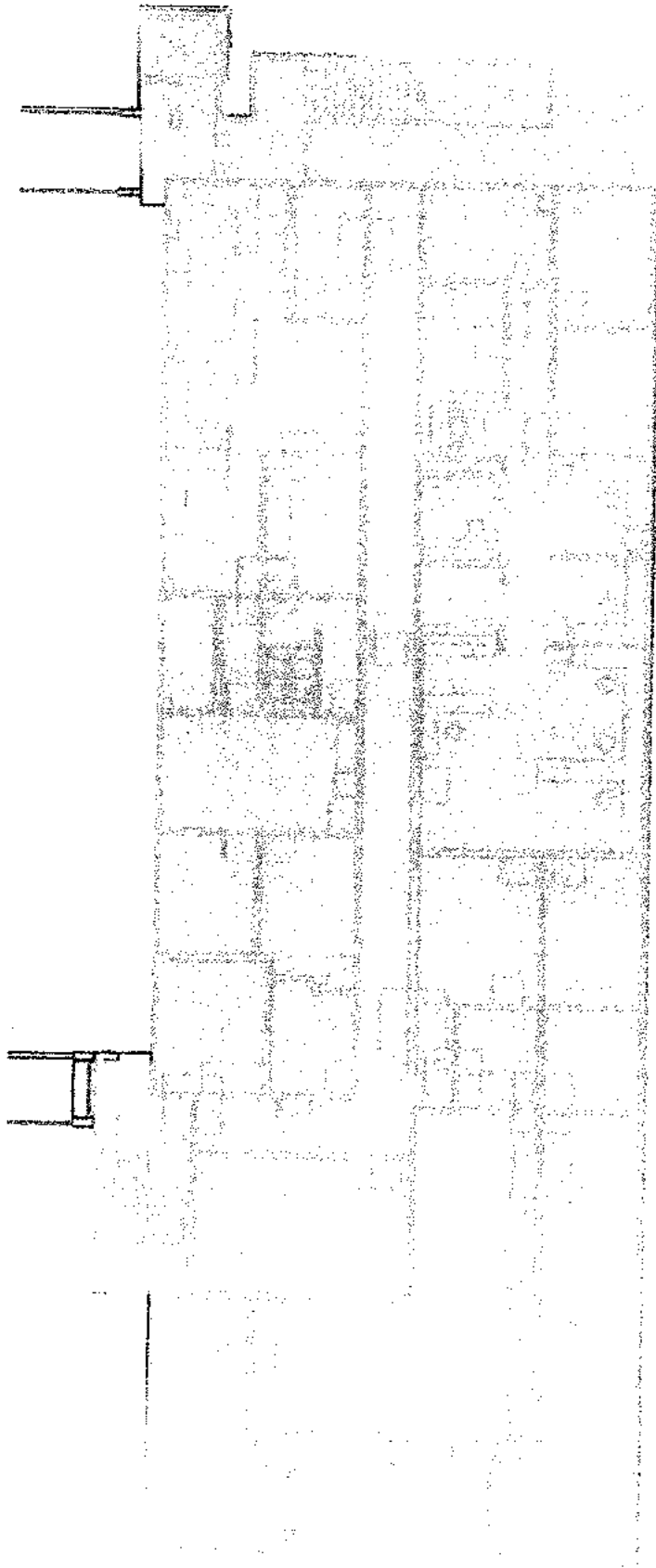
Santa Maria Superior Court



**Cook and Miller Streets
Building C, 2nd Floor**

County Exclusive
Interior Common

Santa Maria Superior Court



Cook and Miller Streets
Building D, 2nd Floor

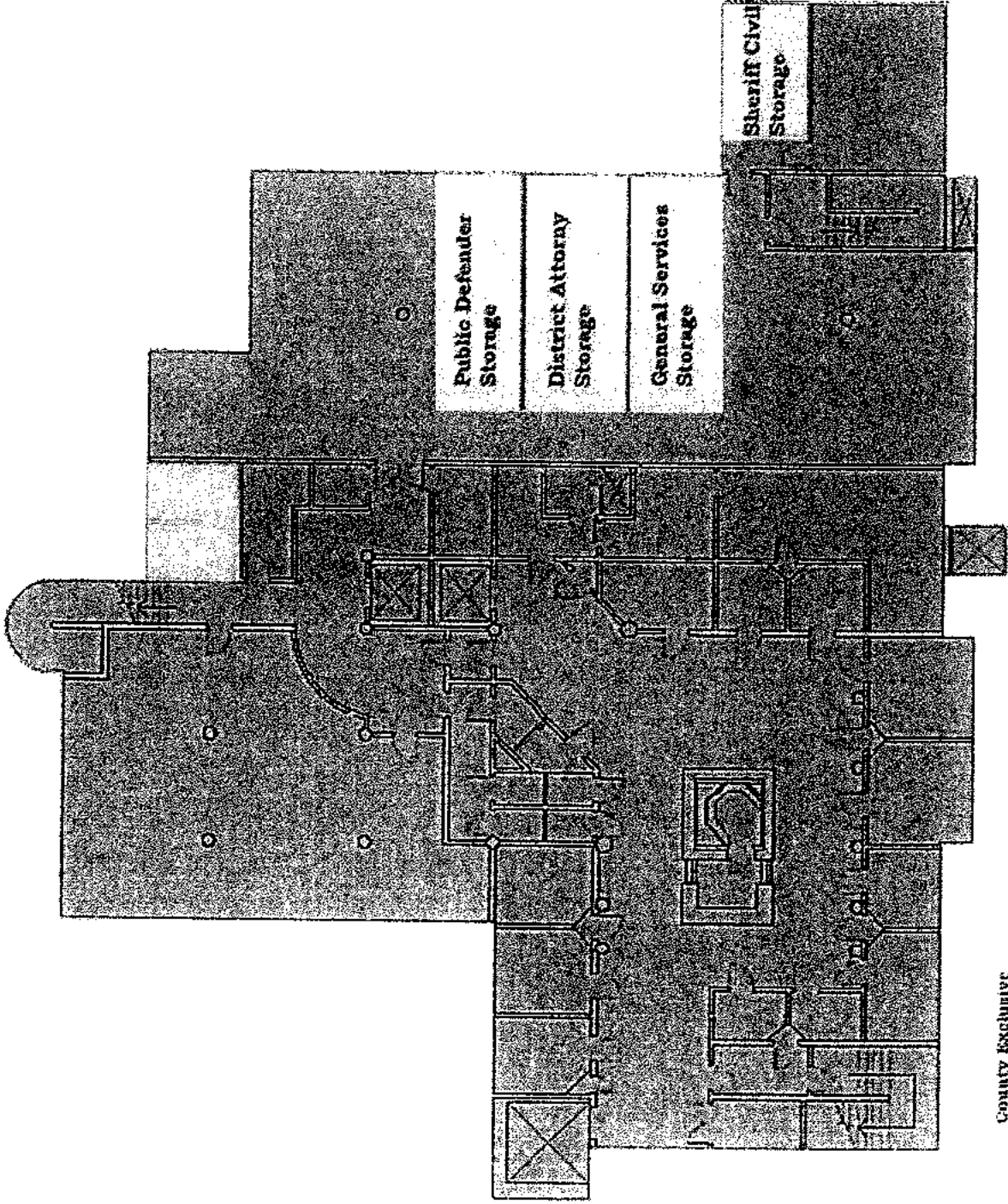
County Exclusive

**ATTACHMENT "3-C" TO JOA
FLOOR PLANS OF BUILDING G**

[See attached]

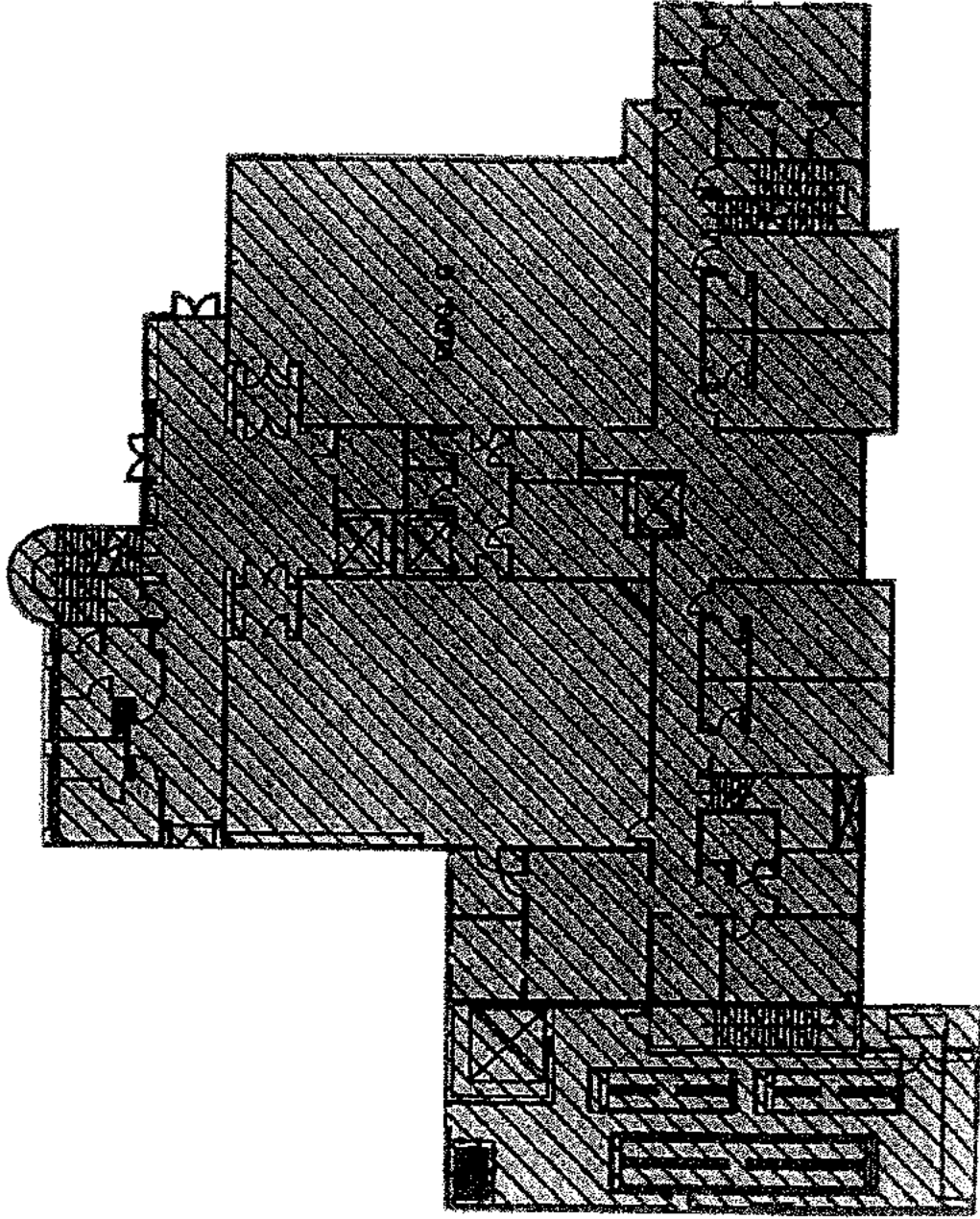
3-C-1

Santa Maria Superior Court



Cook and Miller Streets
Building G, Basement

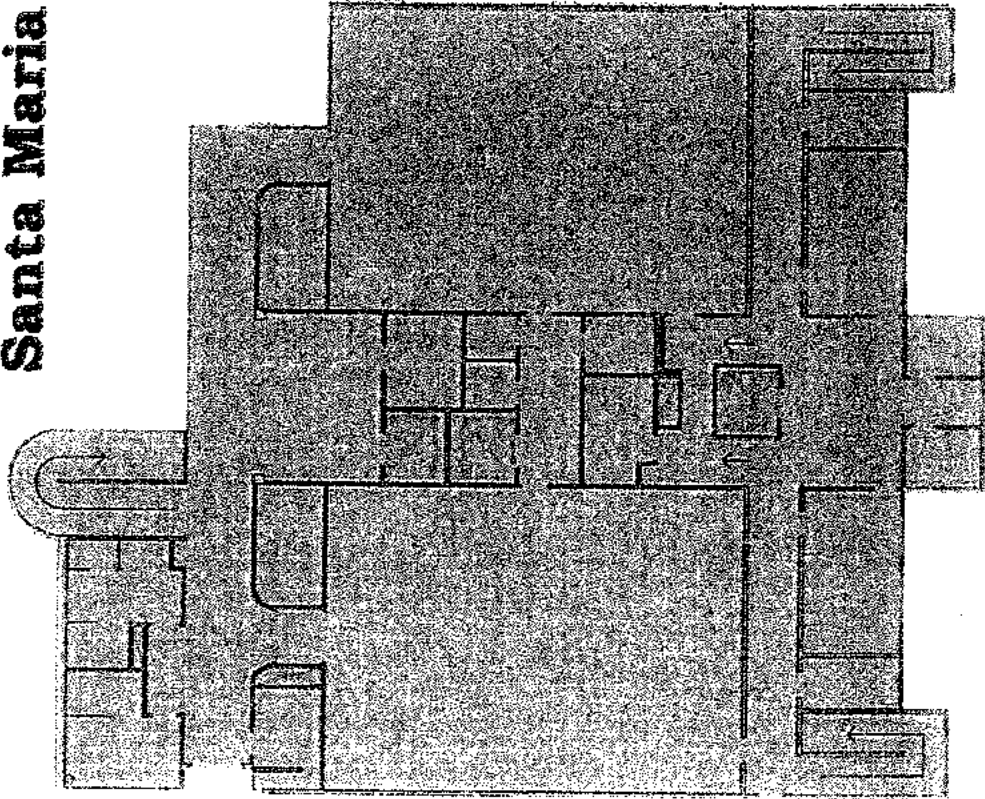
Santa Maria Superior Court



Cook and Miller Streets
Building G, 1st Floor

Courtesy: [unreadable]

Santa Maria Superior Court



Cook and Miller Streets
Building G, 2nd Floor

ATTACHMENT "4"

FORM OF TERMINATION OF JOINT OCCUPANCY AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

OFFICIAL STATE BUSINESS - EXEMPT FROM RECORDING FEES PURSUANT TO GOVT. CODE SECTION 27363 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

APN(S): 125-064-02; 125-064-07; 125-064-08; County of Santa Barbara

TERMINATION OF JOINT OCCUPANCY AGREEMENT

This Termination of Joint Occupancy Agreement ("Termination") is made and entered into this _____ day of _____, 20____, by and between the JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS ("AOC"), and the COUNTY OF SANTA BARBARA ("County"). The AOC and the County each constitute a "Party" and collectively constitute the "Parties" to this Termination.

RECITALS

A. On _____, 2008, the County and the AOC entered into a Transfer Agreement For The Transfer of Responsibility For Court Facilities (the "Transfer Agreement"). Under the Transfer Agreement, the County transferred to the AOC responsibility for funding and operation of the Santa Maria Courts Complex, which is located in buildings on certain real property in the City of Santa Maria, County of Santa Barbara, State of California and having a street address of 312 East Cook Street described in the Transfer Agreement (the "Real Property"). The legal description of the Real Property is attached to this Termination as Exhibit "A".

B. Under the Transfer Agreement, the AOC and the County also entered into a Joint Occupancy Agreement ("JOA"), setting forth the Parties' respective rights and obligations with respect to the shared occupancy and use of the Real Property.

C. To memorialize the Parties' respective rights and duties under the JOA, the Parties signed a Memorandum of Joint Occupancy Agreement ("Memorandum"), which was recorded in the Official Records of the County as Instrument No. _____.

D. With respect to the Real Property, the JOA has now been terminated by the County and the AOC, and the JOA is no longer of any force or effect, except for the terms of the JOA that expressly survive the termination of the JOA.

E. The County and the AOC now wish to record this Termination to memorialize the termination of the JOA and the Memorandum.

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

1. The JOA and the Memorandum are terminated and are no longer of any force or effect, except for those terms of the JOA that the Parties have expressly agreed in writing will survive the termination of the JOA.

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

[Signature page follows.]

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

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

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

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

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

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

ATTEST:
_____, Clerk of the Board

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Deputy

APPROVED AS TO FORM:

County Risk Manager

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

County Counsel

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

County Auditor-Controller

By: _____

Title: _____

Date: _____

AOC ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

COUNTY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

On _____ before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
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the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

On _____ before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

That portion of the Southwest quarter of the Northwest quarter of Section 14, Township 10 North, Range 34 West, S.B.M., in the City of Santa Maria, County of Santa Barbara, State of California, described as follows:

Beginning at a point 60 feet South and 370 feet East of the Southwest corner of Block 8, Cook's Division, in said City of Santa Maria, according to the map thereof recorded in Book 1, at Page 4 of Maps and Surveys, records of said County, said point being the Northeast corner of the block known as the "Walter Elliot Block"; thence East 380 feet to a stake 60 feet South of the Southeast corner of Block 9 of said Cook's Division; thence South 440 feet to a redwood stake; thence West 380 feet to a stake on the Southerly line of land now or formerly of Walter Elliot; thence North 440 feet to the point of beginning.

APN# 125-064-02

PARCEL TWO:

A parcel of land over a portion of the Northwest 1/4 of Section 14, Township 10 North, Range 34 West, S.B.M., in the City of Santa Maria, County of Santa Barbara, State of California, more particularly described as follows:

Beginning at a found concrete nail at the Southerly center line intersection point of Cook Street and Miller Street from which a second concrete nail at the centerline intersection of Cook Street and Miller Street bears Northerly a distance of 10.68 feet as shown on Record of Surveys recorded in Book 118, Page 44 in the office of the County Recorder of said County;

Thence Southerly along the centerline of Miller Street 460.00 feet;

Thence South $89^{\circ}37'28''$ West a distance of 37.50 feet to the West right of way of Miller Street and the Southeast corner of that parcel of land (here-after referred to as Parcel One) as shown and recorded on the Record of Survey in Book 32, Page 18, and the

Northeast corner of the Parcel (here-after referred to as Parcel Two) of land as conveyed to the City of Santa Maria and recorded July 1, 1974 as Instrument No. 25016 in Book 2524, Pages 668-669 of Official Records in the office of the County Recorder;

Thence Southerly along the Westerly right of way of Miller Street South $00^{\circ}24'50''$ West, a distance of 50.00 feet to the Southeast corner of said Parcel Two and the "True Point of Beginning";

Thence Southerly along the Westerly right-of-way of Miller Street South $00^{\circ}24'50''$ West, a distance of 33.32 feet;

Thence North $89^{\circ}32'19''$ West a distance of 379.32 feet;

Thence North $00^{\circ}28'18''$ East a distance of 5.69 feet;

Thence North $89^{\circ}21'56''$ West a distance of 144.51 feet;

Thence South $00^{\circ}38'04''$ West a distance of 52.78 feet;

Thence North $89^{\circ}26'16''$ West a distance of 115.00 feet;

Thence North $00^{\circ}28'25''$ East a distance of 65.24 feet;

Thence South $89^{\circ}31'35''$ East a distance of 24.47 feet;

Thence North $00^{\circ}40'09''$ East a distance of 151.46 feet;

Thence South $89^{\circ}18'43''$ East a distance of 18.65 feet;

Thence North $00^{\circ}41'17''$ East a distance of 71.27 feet;

Thence South $89^{\circ}41'44''$ East a distance of 213.98 feet to the Westerly line of said Parcel One; (said Westerly line has a record bearing of South $00^{\circ}22'13''$ West as shown on said Record of Survey Book 32, Page 18);

Thence Southerly along said West line South $00^{\circ}24'50''$ West a distance of 164.27 feet to the Southwest corner of said Parcel One;

Thence Easterly along the South line of said Parcel One North $89^{\circ}37'28''$ East a distance of 251.86 feet to the Northwest corner of said Parcel Two;

Thence South $00^{\circ}24'50''$ West a distance of 50.00 feet to the Southwest corner of said Parcel Two;

Thence North 89°37'28" East along the South line of said Parcel Two, a distance of 129.01 feet to the "True Point of Beginning"

Said land is also shown as Lot 1 of the Courthouse Lot Line Adjustment, Tract 5634.

APN# 125-064-07

PARCEL THREE:

A parcel of land over a portion of the Northwest 1/4 of Section 14, Township 10 North, Range 34 West, S.B.M., in the City of Santa Maria, County of Santa Barbara, State of California, more particularly described as follows:

All of the parcel of land as conveyed to the City of Santa Maria, and recorded July 1, 1974 as Instrument No. 25016 in Book 2524 Pages 668-669 of Official Records in the office of the County Recorder of said County; more particularly described as follows:

Beginning at a point on the West line of Miller Street, distant 500 feet South of the Southeast corner of Block 9 of Cook's Division in the City of Santa Maria, said point of beginning also being the Southeast corner of the tract of land described in Deed from R.D. Cook to Walter Elliott, dated November 4, 1895, recorded in Book 45, Page 190 of Deeds; thence West along the Southerly line of said land mentioned tract of land 129 feet; thence South 50 feet to a point on the Northerly line of the tract of land described in deed from R. D. Cook to John Long, dated February 10, 1898 recorded in Book 61 Page 331 of Deed Records; thence East along the Northerly line of said last mentioned tract 129 feet; thence North 50 feet to the true point of beginning containing 0.148 acres more or less.

APN#125-064-08

**ATTACHMENT "S" TO JOA
COMPUTER, DATA, AND ROUTER EQUIPMENT SCHEDULE**

[See attached]

SANTA MARIA GOVERNMENT CENTER

COOK STREET COMPLEX
312 Cook St.

Bldg F
Jury Svcs.
(NOT CURRENTLY SERVED)

SM PD

G003 - Bldg E
(Modular) Traffic
Muni ITS

G002 - Bldg C
Sup. Ct., DACR,
Sherriff

G001 - Bld D
Sup. Ct.
Dist. Attny
Marshall

G005 - Bldg G
Muni Ct.

G006 - Bldg B
Sup. Ct. Public Def

G007 - Bldg A
Public Defender

COOK STREET

Fiber/Conduit
Path Unknown

S Miller St

12/1611 MM

WALL MOUNT RACK
FOR FIBER/CAT
S TERMINATION

EXISTING 4"
CONDUIT

EXISTING
2.5" CONDUIT

12/262 MM

15'

24/300 MM

15'

12/207 MM

Existing 2"
Aerial Conduit

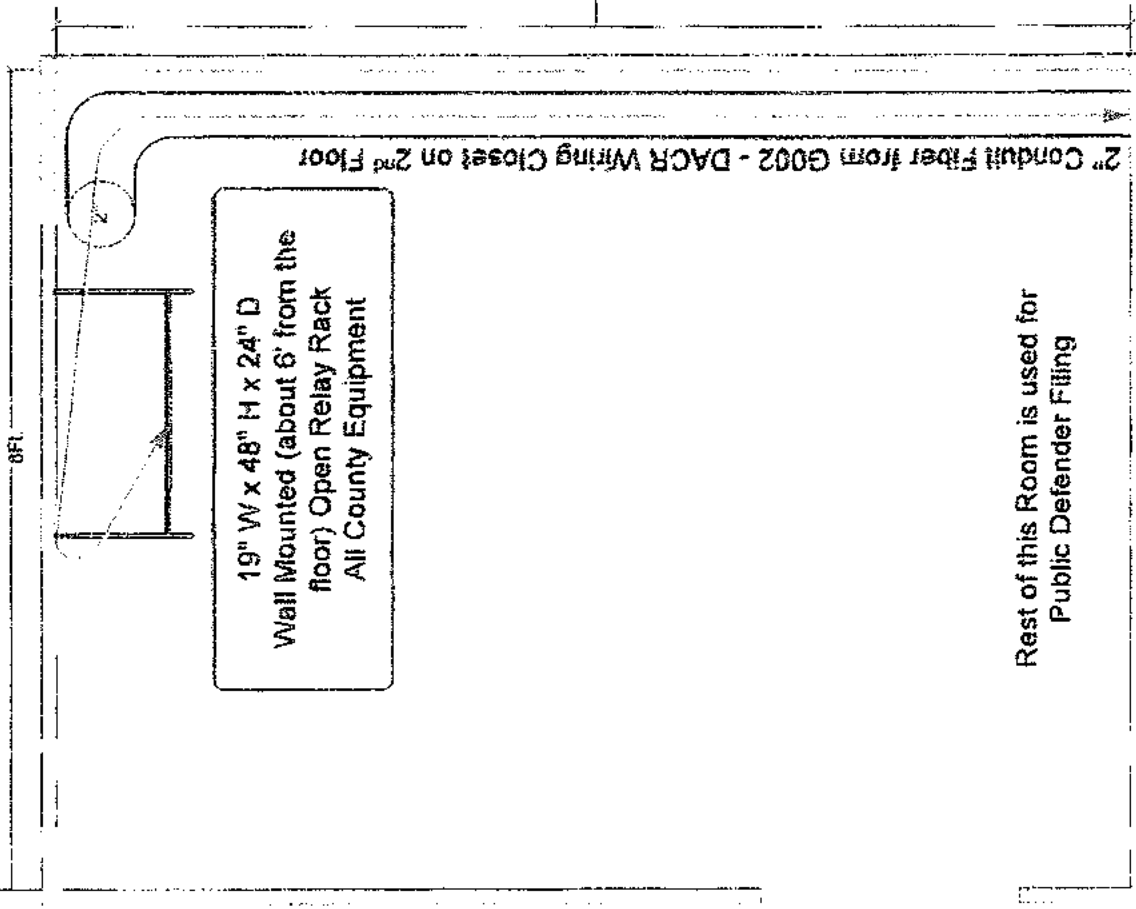
Existing 2.5"
Aerial Conduit

12/1611 MM

Cook St. Complex - Bldg A

OLD Bldg No: G007 New Bldg No: T04006

Not Drawn to Scale	
Usage	SB Counts
WC	100%
	0%



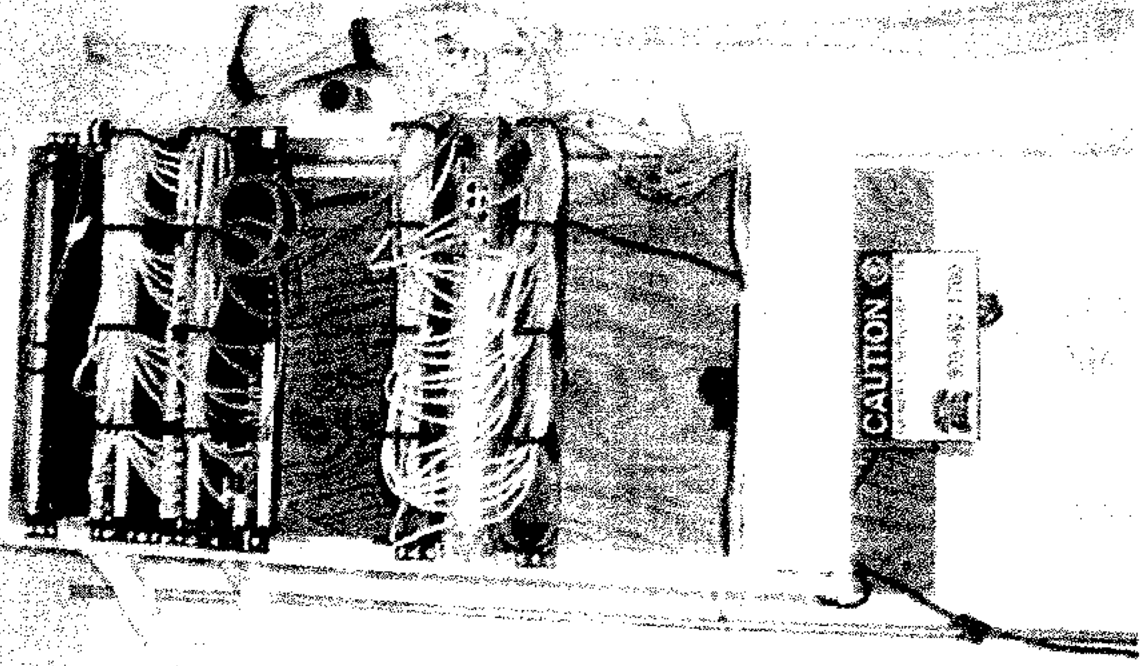
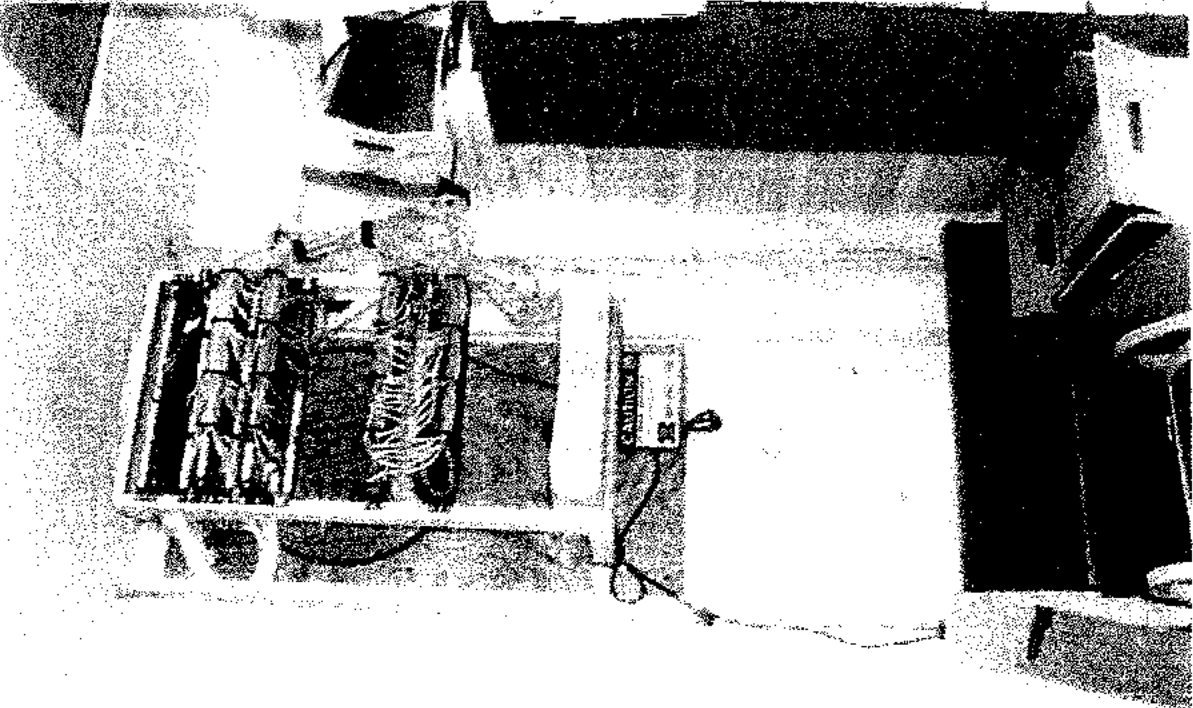
Equipment Inventory:

Rack No. 1

- 1 12 Strand MMJ ST Term. 10U LRU - To Bldg C DACR Fiber
- 3 CAT5 Patch Panels
- 1 APC 700 UPS
- 1 Cisco 2950G - 48P

Cook St. Complex - Bldg A

OLD Bldg No: G007 New Bldg No: T04006

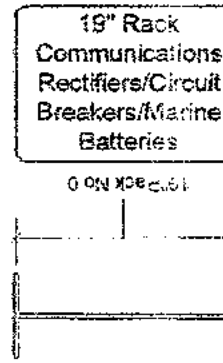


Cook St. Complex - Bldg C

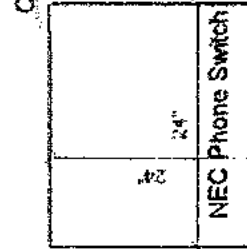
OLD Bldg No: G002 New Bldg No: T04007

UFI

Teico Punch Blocks

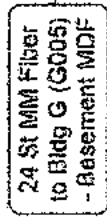
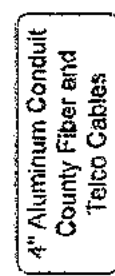
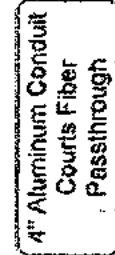
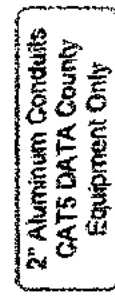


Whole to the First Rack



OLD Abandoned CATS Wiring

12 strand 9M Fiber to Bldg
#10007 - Pub Del W/C



AC Unit

Nec Teico Punch Blocks

NEC Teico Punch Blocks

Not Drawn to Scale

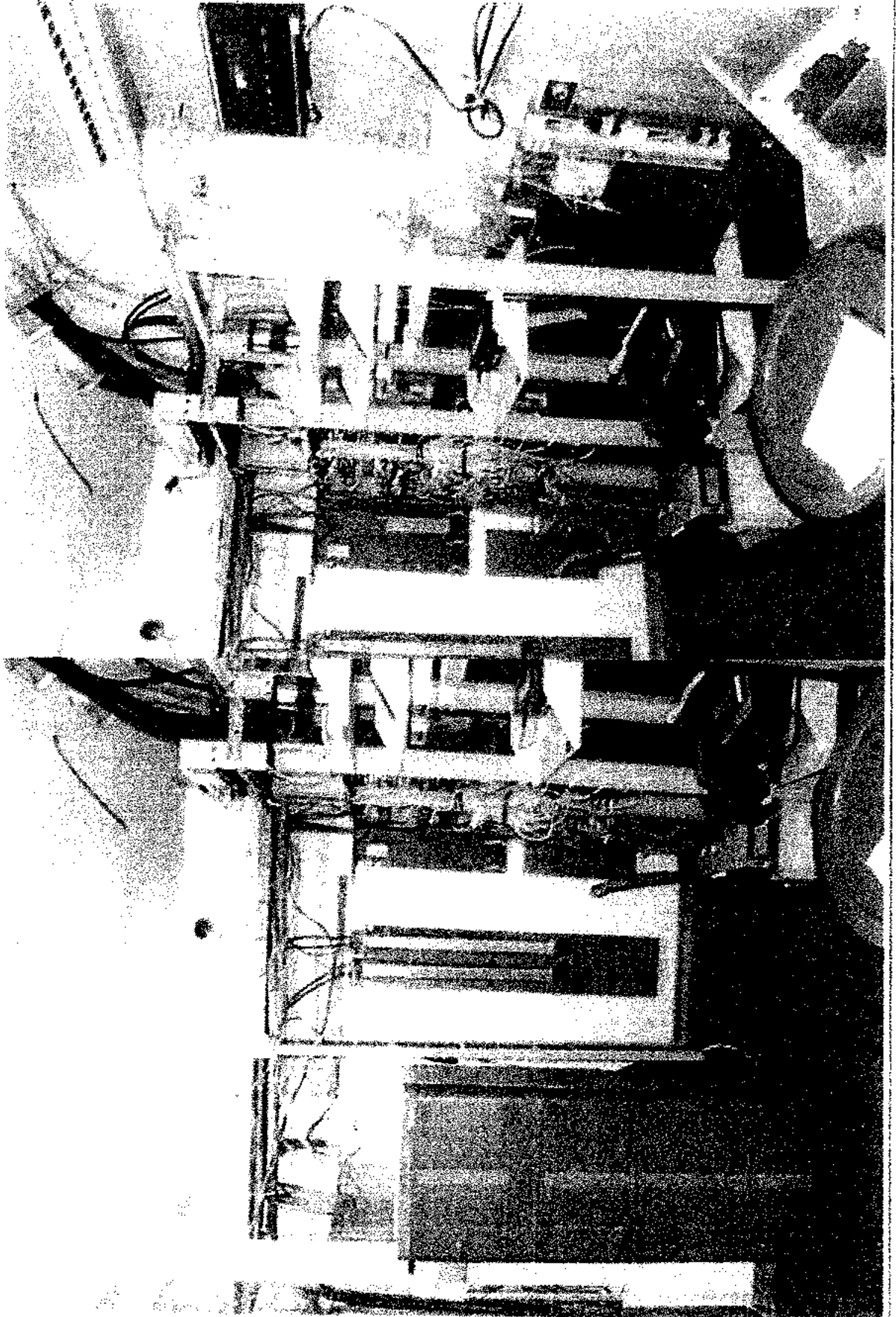
Use of SB	98%
SB County	SB Counts
WC	2%

Equipment Inventory:

- Rack No. 0**
 - Magmatic Circuit Breakers
 - Rectifiers
 - Tray of DC Marine Batteries
- Rack No. 1**
 - 1 12 ST MM TU LIU - To Bldg A Pub Del. Fiber
 - 1 24 ST MM TU LIU - To Bldg G Basement Fiber
 - 5 CATS Patch Panels
 - 1 Cisco 2950G-48P
 - 1 Cisco 2950 - 48P
 - 1 Cisco 2950G-24P
 - 1 APC UPS 750 3U
- Rack No. 2**
 - 2 T1 DSUs - GS Comm's
 - 1 PA System
 - 1 TrippLite UPS

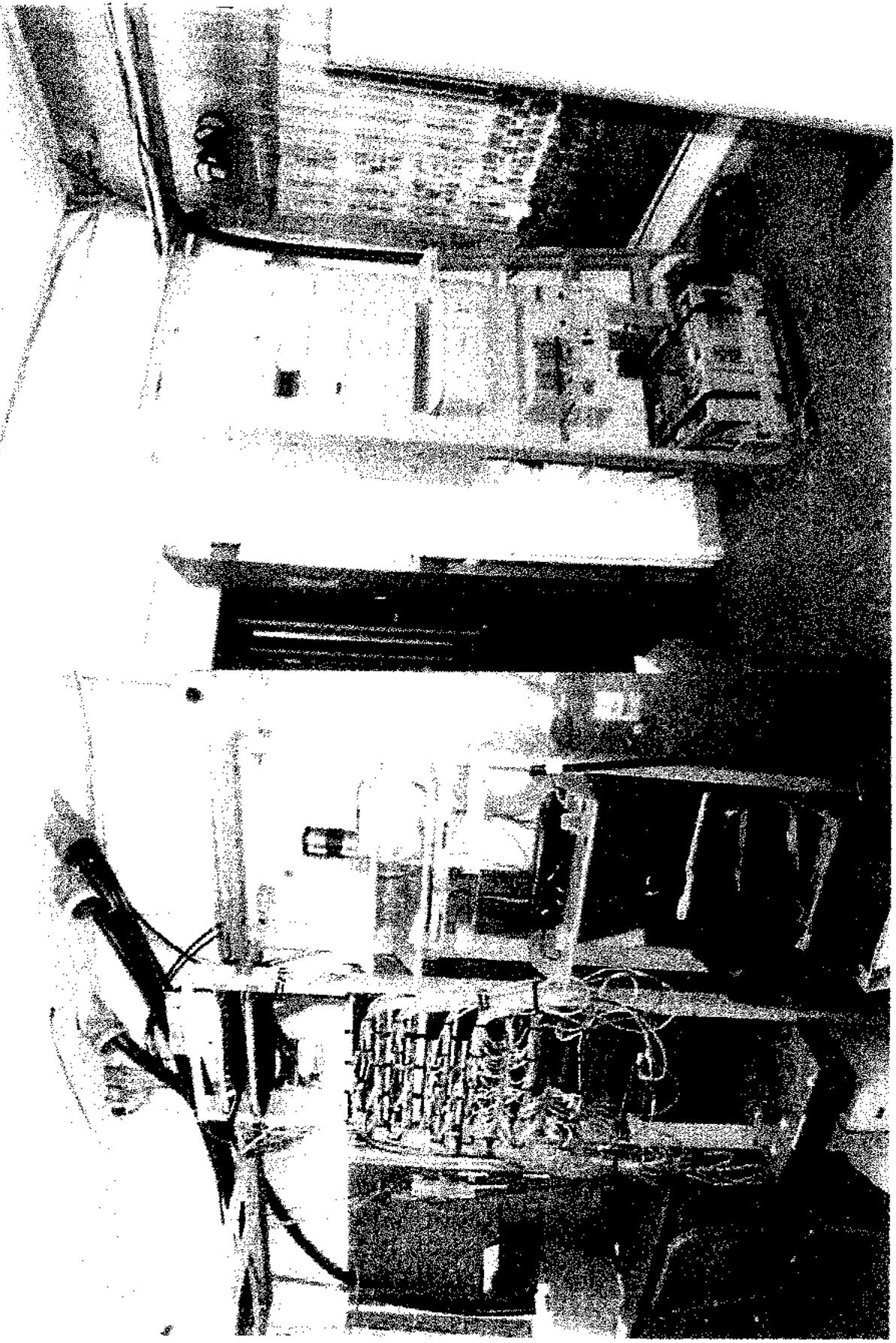
Cook St. Complex - Bldg C

OLD Bldg No: G002 New Bldg No: T04007



Cook St. Complex - Bldg C

OLD Bldg No: G002 New Bldg No: T04007



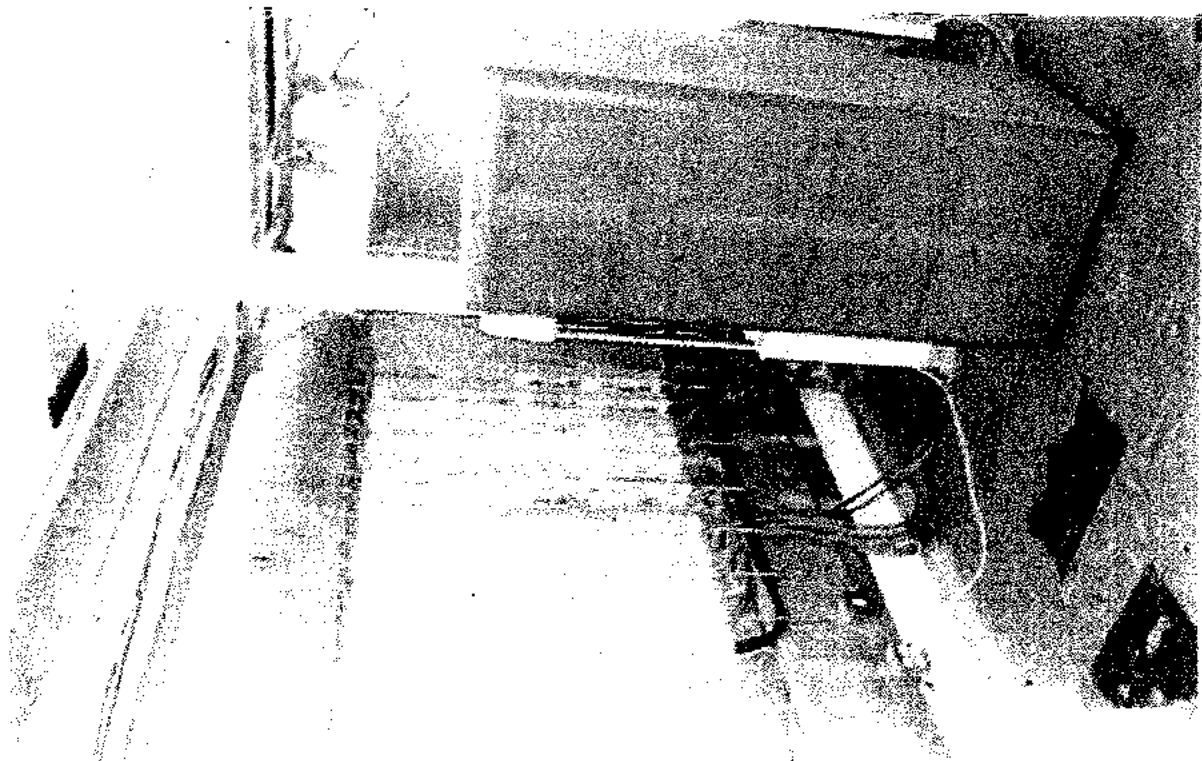
Cook St. Complex - Bldg C

OLD Bldg No: G002 New Bldg No: T04007



Cook St. Complex - Bldg C

OLD Bldg No: G002 New Bldg No: T04007



Cook St. Complex - Bldg G

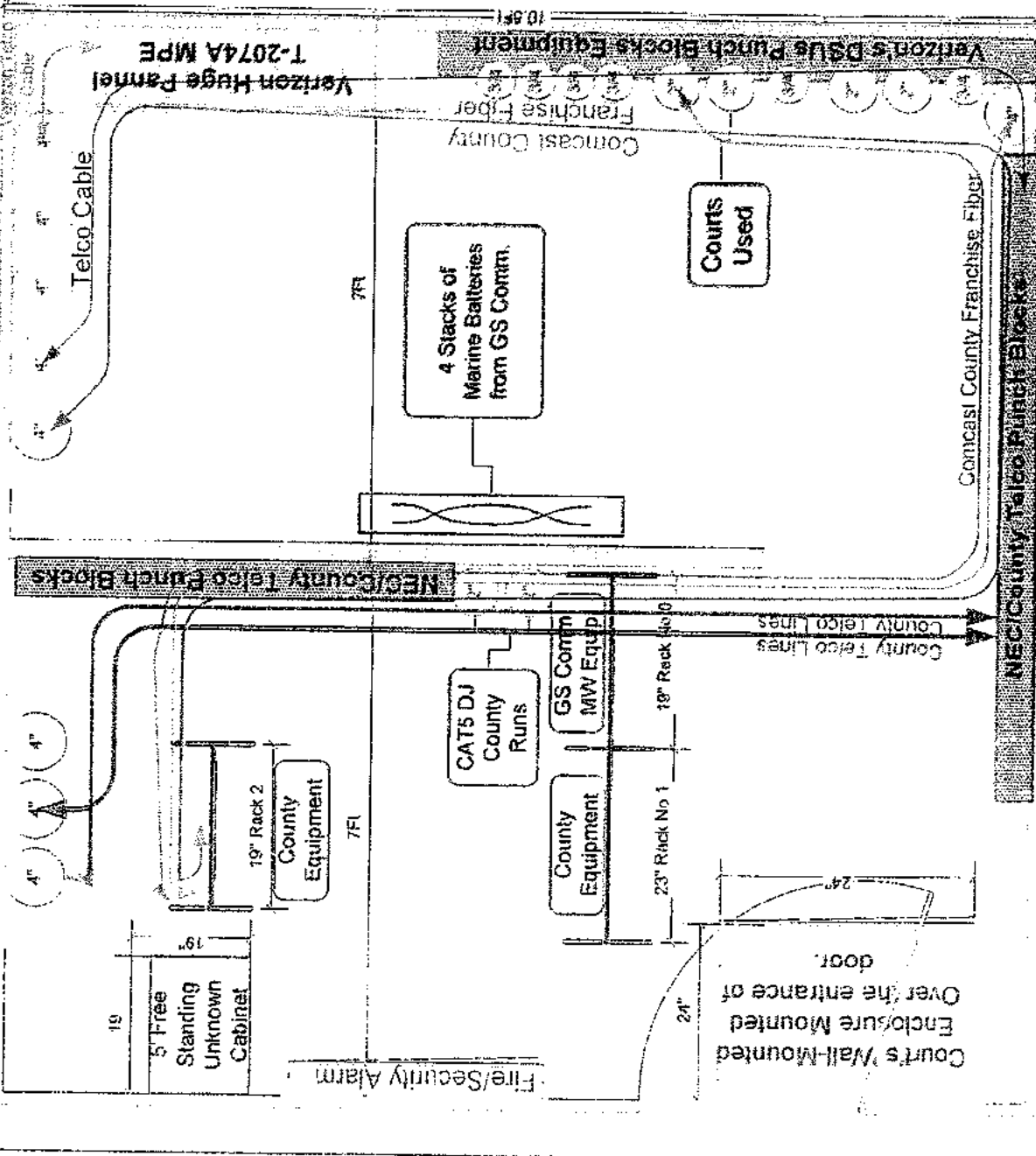
OLD Bldg No: G005 New Bldg No: T04008

Not Drawn to Scale:

Usage	SB County	SB Courts
WC	75%	25%

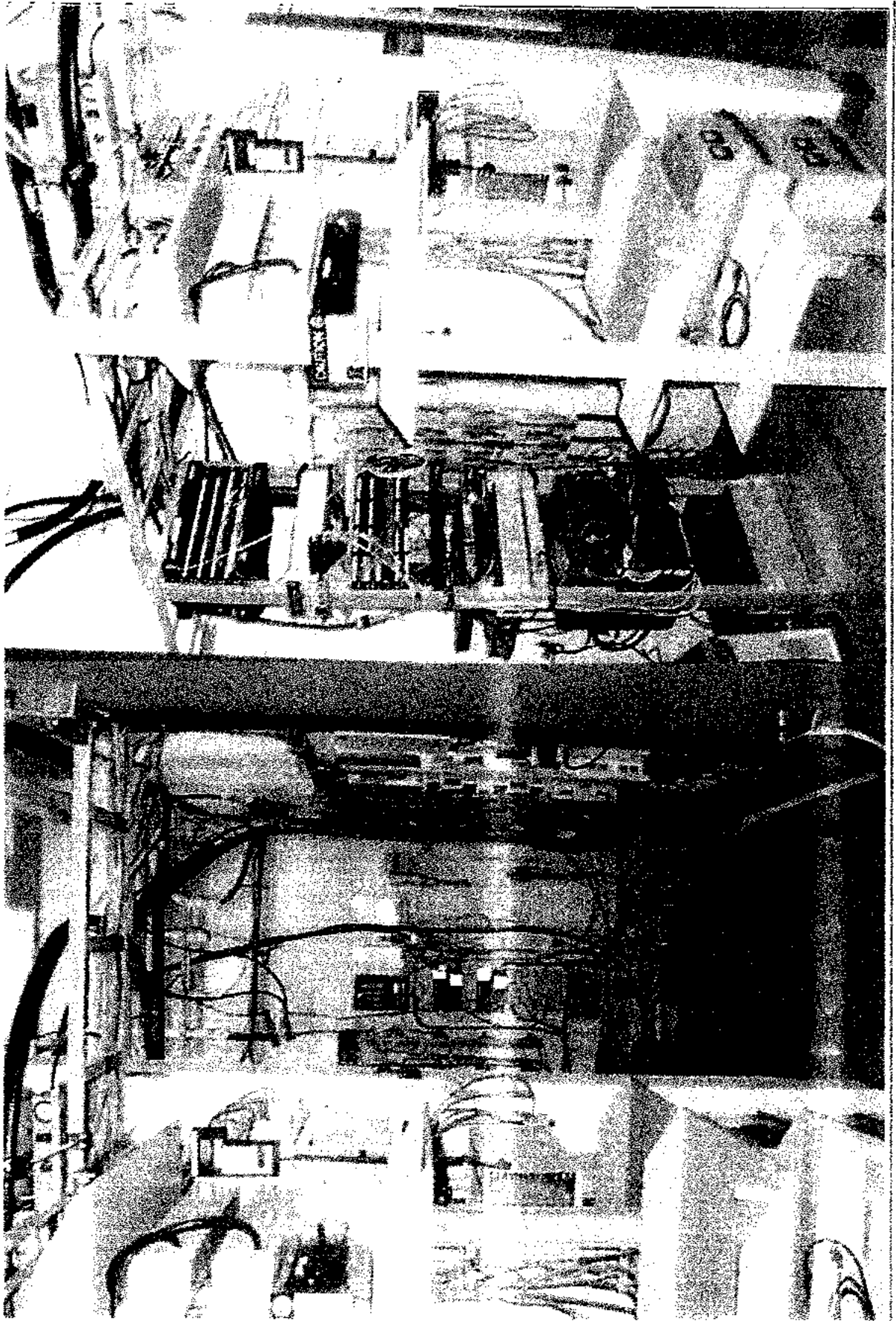
Equipment Inventory:

- Rack No 0**
- 1 WireWrap Patch Panel
 - 1 Electrical Fuse Patch Panel
 - 2 MW Units
 - 2 Rectifiers to Charge 4 Stack Marine Batteries
- Rack No 1**
- 4 - 23" Shelves
 - 1 OLD KVM
 - 2 Power Strips
- Rack No 2**
- 1 - 6 St. SM Fiber 10 LDU - Cook to Betteravia Fiber
 - 1 - 6 St. SM Fiber 10 LDU - Miller St Complex Fiber
 - 1 - 12 St. MM Fiber 10 LDU - Miller St. Fiber
 - 1 - 24 St. MM Fiber 10 LDU - To Bkte G002 DACR WC Fiber
 - 1 Caroga Perkins 3240 fiber Multiplexer
 - 1 DRU Telco Fiber Modem
 - 4 Power Injector
 - 3 CAT5 Patch Panels
 - 1 Cisco 2800 Router
 - 3 - 1400 APC UPSs 2URM
 - 1 Power Strip
 - 1 Cisco CAT4006
- Court's Cabinet/ Unknown Equipment**



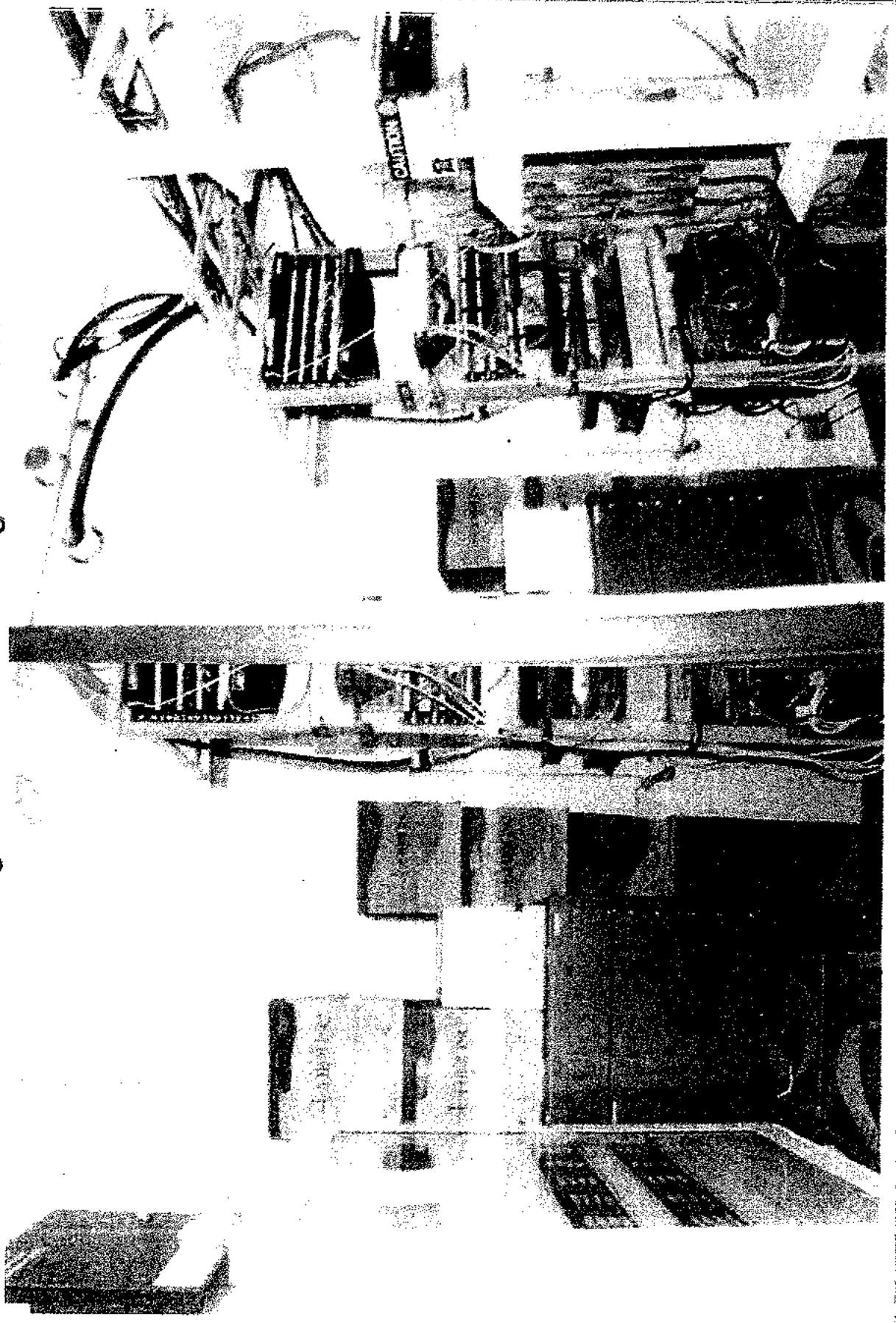
Cook St. Complex - Bldg G

OLD Bldg No: G005 New Bldg No: T04008



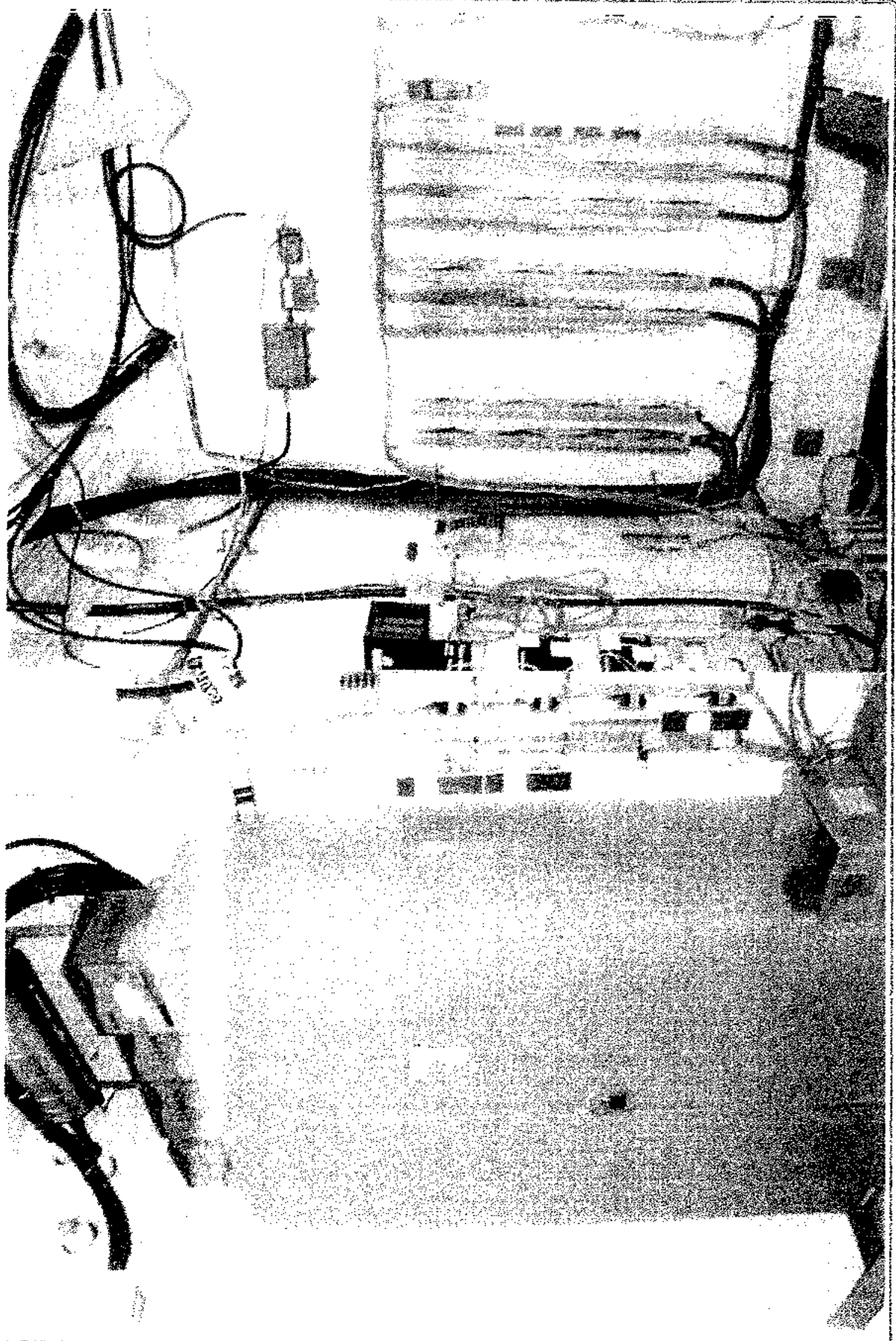
Cook St. Complex - Bldg G

OLD Bldg No: G005 New Bldg No: T04008



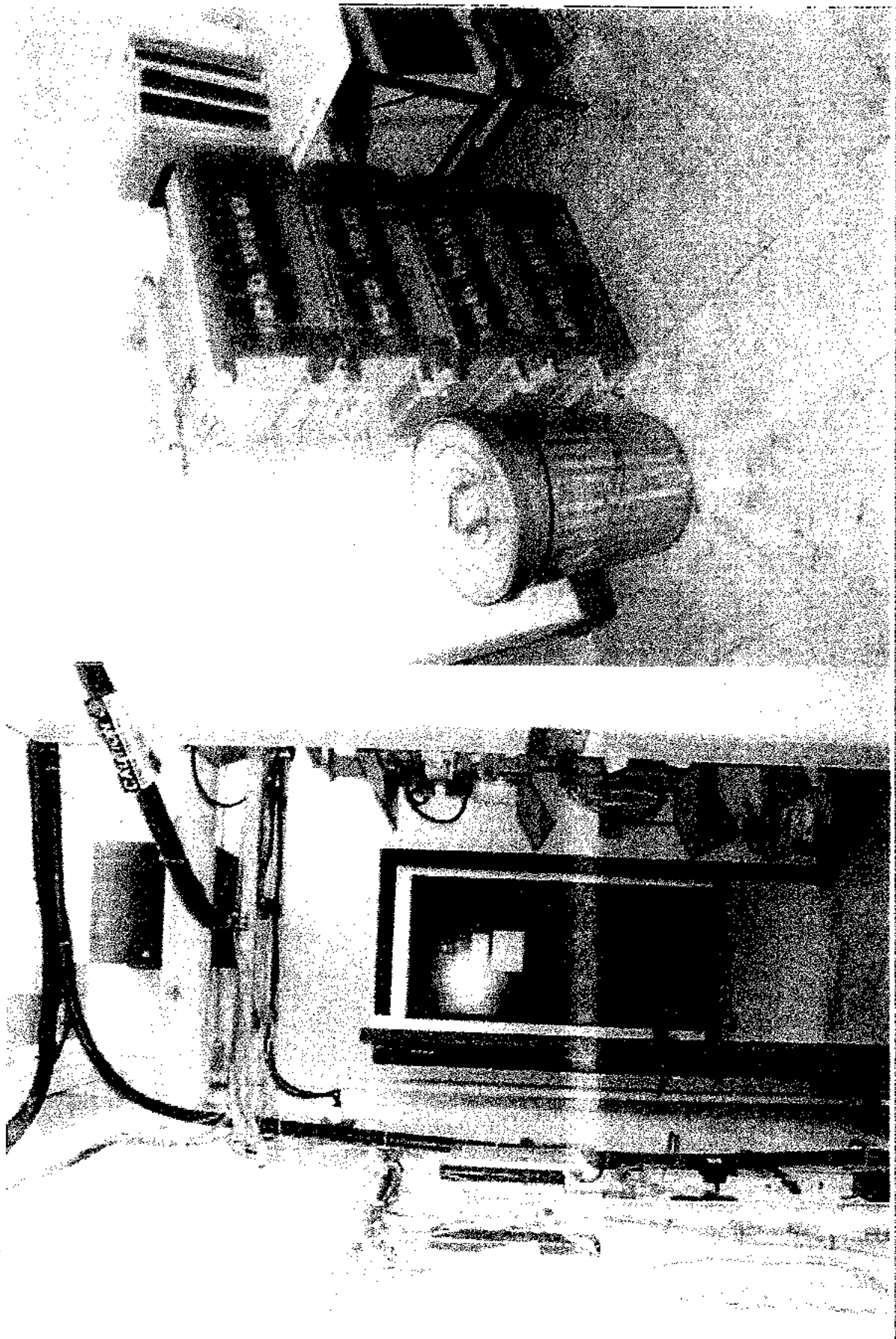
Cook St. Complex - Bldg G

OLD Bldg No: G005 New Bldg No: T04008



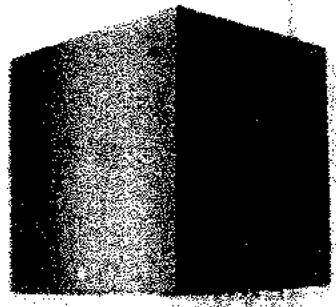
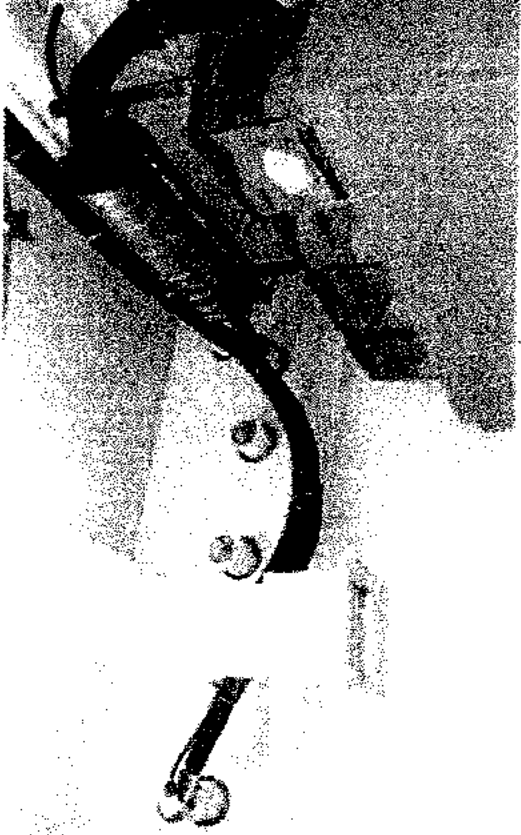
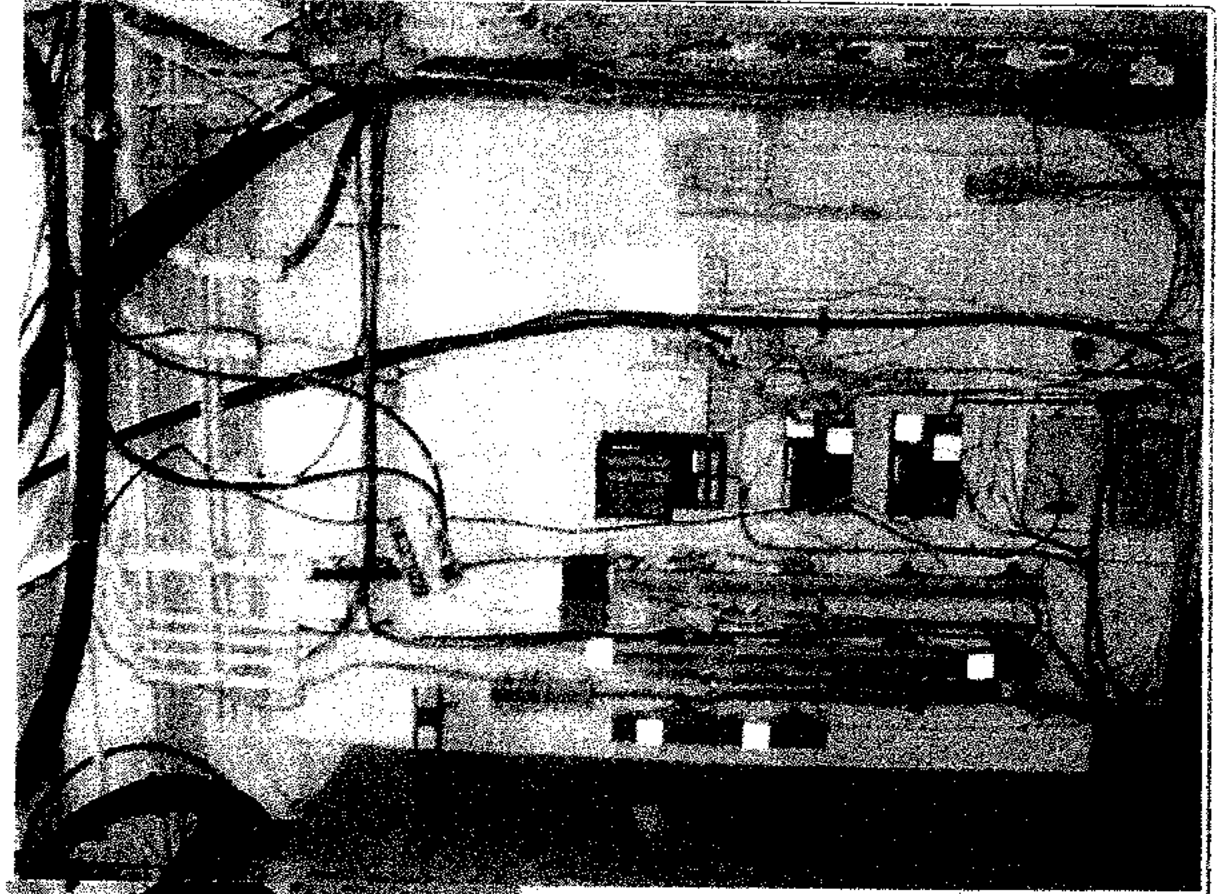
Cook St. Complex - Bldg G

OLD Bldg No: G005 New Bldg No: T04008



Cook St. Complex - Bldg G

OLD Bldg No: G005 New Bldg No: T04008



Cook St. Complex - Bldg G

OLD Bldg No: G005 New Bldg No: T04008

