BUILDING AND ROOFTOP LICENSE AGREEMENT

This Building and Rooftop License Agreement (the "Agreement"), made as of the last date indicated on the signature page below, between The County of Lake, a political subdivision of the State of California, with its principal offices located at 2.55 N. Forbestreet, Lakeport, California 95453, hereinafter designated LICENSOR and Cellco Partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

- <u>PREMISES</u>. LICENSOR is the owner of that certain real property located at 255 N. Forbes Street, City of Lakeport, County of Lake, California 95453 (the "Property"), legally described in Exhibit "A" attached hereto and made a part hereof. LICENSOR hereby licenses to LICENSEE a portion of the LICENSOR's building ("Building") which is located within the Property and substantially as described herein in Exhibit "B" attached hereto and made a part hereof, together with the non-exclusive right (the "Rights of Way") for ingress and egress on foot or motor vehicle, including trucks over or along a right-of-way extending from the nearest public right-of-way, N. Forbes Street, to and through the Building subject to the procedures described in Paragraph 3.e below, for the installation, operation and maintenance of utility wires, poles, cables, conduits, and pipes running between and among the various portions of the Property and to all necessary electrical, telephone, fiber and other similar support services located within the Property or the nearest public right of way, and such additional space sufficient for LICENSEE's radio frequency signage and/or barricades as are necessary to ensure LICENSEE's compliance with Laws (as defined in Paragraph 38) (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B" attached hereto. In the event it is necessary, LICENSOR agrees to grant to LICENSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LICENSOR.
- 2. <u>SURVEY</u>. LICENSOR also hereby grants to LICENSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B." Cost for such work shall be borne by LICENSEE.

3. TERM; RENTAL; UTILITIES; ACCESS.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Thirty-Six Thousand Three Hundred Nineteen and no/100 Dollars (\$36,319.00) paid in annual installments to LICENSOR or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Commencement Date shall be the first day of the month in which LICENSEE'S building permit is issued for modification of LICENSEE'S pre-existing equipment. LICENSEE shall provide

written notice to LICENSOR stating the date of issuance of such building permit. However, LICENSOR and LICENSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LICENSEE until sixty (60) days after the Commencement Date.

Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

LICENSEE shall pay to LICENSOR as additional rent a one-time-only payment of \$2,500.00 as reimbursement for administrative and legal fees incurred by LICENSOR in conjunction with the negotiation and preparation of this Agreement, such payment to be made within sixty (60) days after full execution of the Agreement.

- b. The parties agree that it is impracticable to fix actual damages to LICENSOR in the event LICENSEE'S payment of annual Rent is late, and for that reason, agree that should any annual Rent payment not be received by LICENSOR from LICENSEE within thirty (30) days after receipt of notice of non-payment from LICENSOR, then LICENSOR shall have the right to assess to LICENSEE as a late charge, an additional Five Percent (5%) of the amount of the delinquent annual Rent. The parties hereby agree that this late charge represents a fair and reasonable estimate of the costs that LICENSOR will incur by reason of the late payment of Rent by LICENSEE. Any amount due and unpaid pursuant to this Agreement shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid.
- c. LICENSOR hereby agrees to provide to LICENSEE certain documentation (the "Rental Documentation") consisting of documents recorded in the County of Lake Assessor-Recorder's Office, documents executed pursuant to the provisions of the Agreement, and a complete and fully executed Internal Revenue Service Form W-9, or equivalent. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LICENSEE, LICENSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LICENSEE. The Rental Documentation shall be provided to LICENSEE in accordance with the provisions of and at the address given in Paragraph 23.
- d. LICENSEE shall solely and independently be responsible for the payment of all electrical utilities consumed by LICENSEE'S operations on the Premises. LICENSOR makes no warranty as to uninterrupted utility service to the Premises.
- e. Any access to LICENSEE's equipment by LICENSEE shall be granted during the LICENSOR's regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Federal Holidays ("Regular Business Hours"), and shall be subject and subordinate to the provisions of the Joint Occupancy Agreement between the Judicial Council of California, Administrative Office of the Courts, and the County of Lake ("Joint Occupancy Agreement"), executed on August 5, 2008, a copy of which is attached hereto as Exhibit "D" and made a part hereof, which provisions include the following: "The Judicial Council of California and Administrative Office of the Courts (together, the "AOC") (i) have the right to exclusively occupy and use the Court Exclusive-Use Area as shown in Exhibit "D" attached hereto, and (ii) are subject to the rules and regulations for use of the Common Area, which rules and regulations

and Common Area are set forth in Exhibit "D" attached hereto." LICENSEE agrees that its authorized personnel will comply with reasonable security measures adopted by LICENSOR when entering the Building to gain access to the Premises, which measures are the following:

Access to the roof portion of the Premises will be arranged in advance with the County of Lake Public Services Department at 333 Second Street, Lakeport, CA, 707-262-1618. LICENSEE must be accompanied by a County of Lake Public Services Department employee during ingress to or egress from the Premises. LICENSOR shall diligently use good faith efforts to provide access to the Building and Premises for the LICENSEE. LICENSEE shall have emergency access to the Building and Premises, provided that LICENSEE notify LICENSOR at 707-262-1618 as soon as reasonably practical thereafter as to the nature of the work performed. LICENSEE shall be accompanied by a County of Lake Public Services Department employee for any access to the Building or Premises outside Regular Business Hours. LICENSOR's on-call phone number for LICENSEE's access outside Regular Business Hours is 707-334-3654 or 707-533-3561. LICENSEE shall call this on-call phone number to request that a County of Lake Public Services Department employee accompany LICENSEE for access outside Regular Business Hours. LICENSEE shall be responsible for all reasonable costs associated with access outside Regular Business Hours.

Notwithstanding the foregoing, the Parties agree that with respect to access, in the event of any conflict in or between Paragraph 3 of this Agreement and the Joint Occupancy Agreement, the provisions of the Joint Occupancy Agreement shall control.

- 4. <u>EXTENSIONS</u>. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. Any holding over after termination shall be on a month-to-month basis on the terms and conditions of this Agreement with the monthly Rent set at 110% of the current monthly Rent.
- 5. <u>RENT INCREASES</u>. Beginning upon the first (1st) anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter during the Term (as hereinafter defined) of this Agreement, the annual rent shall increase by an amount equal to three percent (3%) of the annual rent paid during the immediately preceding lease year.
- 6. <u>ADDITIONAL EXTENSIONS</u>. If at the end of the third (3rd) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term."
- 7. <u>TAXES</u>. LICENSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which is the result of LICENSEE's use of the Premises and/or the installation, maintenance, and operation of

LICENSEE's improvements, and any sales tax imposed on the rent (except to the extent that LICENSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which arises from LICENSEE's improvements and/or LICENSEE's use of the Premises. LICENSEE shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LICENSEE at the Property. Pursuant to Revenue and Taxation Code Section 107.6, notice is hereby given that this Agreement may be a contract with a private party whereby a possessory interest subject to property taxation is created. Such a property interest may be subject to property taxation if created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. LICENSEE shall pay any property taxes levied on any possessory interests on the Communication Facilities, as hereinafter defined.

LICENSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LICENSEE is wholly or partly responsible for payment.

8. <u>USE; GOVERNMENTAL APPROVALS</u>. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LICENSEE's expense and their installation shall be at the discretion and option of LICENSEE. LICENSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates during the Term (collectively, "Modification") so long as the Modification occurs entirely within the Premises. LICENSEE agrees to make no changes to its frequency or frequencies without prior notice to LICENSOR.

LICENSEE (and its employees, contractors, subcontractors and agents) may use the Premises for the transmission and reception of communications signals and the installation, construction, periodic maintenance, operation, securing, protecting, and repairing the wireless communications fixtures and related equipment (the "Communication Facilities") used in LICENSEE'S business (collectively the "Permitted Uses") and for no other purpose. LICENSEE'S Permitted Uses may include any removal, modification, replacement, or upgrade of the Communication Facilities and frequencies that are licensed by the FCC. Such Permitted Uses shall be compliant with requirements of the County of Lake Community Development Department and shall not cause interference with LICENSOR'S use of its Property in violation of applicable FCC radio frequencies non-interference rules and regulations. LICENSEE will have the right to make any Permitted Uses as required for the Communication Facilities to comply with applicable, federal, state or local laws, rules or regulations or court or administrative orders or directives. No Permitted Uses shall violate applicable FCC radio frequency non-interference rules and regulations. LICENSEE will use the Premises only for the Permitted Uses except as otherwise allowed under this Agreement. LICENSEE agrees that any maintenance, repair and/or replacement or any other work performed on the LICENSEE'S Communications Facilities shall be done at LICENSEE expense and in a workmanlike manner and all work shall be performed in a manner consistent with high quality construction standards of the industry.

LICENSOR may appoint a site manager who has authority over all technical matters on the Property. The terms and conditions contained in this Agreement shall supersede any technical requirements promulgated by such site manager and such site manager shall comply with the terms of this Agreement.

LICENSOR shall deliver the Premises to LICENSEE in a condition ready for LICENSEE's use and clean and free of debris. LICENSOR represents and warrants to LICENSEE that as of the Commencement Date, the structure of the Building (including without limitation the roof, foundations, exterior walls), the Common Areas as defined in the Joint Occupancy Agreement are (a) in good operating condition; and (b) in compliance with all Laws (as defined in Paragraph 38).

In order to protect the integrity of the Premises, LICENSEE agrees that any maintenance, repair and/or replacement performed on the LICENSEE's equipment on the Premises shall be done in a workmanlike manner and all work on the Premises shall be performed in a manner consistent with industry standards of materials and workmanship. LICENSEE will take precautions to prevent damage to the roof by using the designated travel ways shown on Exhibit "B" attached hereto and installing new travel ways as reasonably approved by LICENSOR for LICENSEE's authorized personnel to access LICENSEE's equipment.

It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall reasonably cooperate with LICENSEE in its effort to obtain such approvals. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LICENSEE determines that the Premises is no longer technically compatible for its use, or (v) LICENSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LICENSEE shall have the right to terminate this Agreement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in writing by certified mail, return receipt requested, and shall be effective three (3) months after the receipt of such notice by LICENSOR, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities, including, but not limited to Paragraphs 4, 9, 10, and 14, and any rent payment obligations, which accrued but were unpaid prior to termination. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR.

LICENSEE will maintain LICENSEE's communication equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. LICENSOR shall maintain, in good operating condition and repair, the structural elements of the Building and the Premises, and all Building systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways,

parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas as defined in the Joint Occupancy Agreement). LICENSEE will monitor (at LICENSEE's cost) any work performed by LICENSOR'S roofing contractor under the LICENSEE's equipment on the Building during LICENSOR'S replacement and/or maintenance of the Building rooftop necessitating the temporary relocation under Paragraph 36 of this Agreement.

9. <u>INDEMNIFICATION</u>. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damages caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement (or such broader coverage as is actually carried by the insured party), and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. If this waiver would invalidate policy coverage under applicable law, this waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

b. LICENSEE will maintain at its own cost:

- i. Commercial General Liability insurance with limits of \$4,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of one million (\$1,000,000) each accident for bodily injury and property damage
- Workers Compensation insurance providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.

LICENSEE will include LICENSOR as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Auto Liability policies.

c. Certificates of insurance shall be delivered to LICENSOR on the Commencement Date and annually thereafter. LICENSEE's certificates of insurance under this Paragraph 10 shall expressly state LICENSOR as additional insured. LICENSEE shall require all of its contractors and subcontractors to obtain and maintain substantially the same coverage with substantially the same limits as required of LICENSEE including LICENSOR as an additional insured as their interest may appear under this Agreement.

Further with the exception of any negligence on the part of LICENSOR and subject to the waiver of subrogation below, LICENSEE shall reimburse LICENSOR for any damage to LICENSOR'S property or equipment caused by LICENSEE. Further, with the exception of any negligence of the part of LICENSEE and subject to the waiver of subrogation below, LICENSOR shall reimburse LICENSEE for any damages to LICENSEE'S Equipment caused by LICENSOR.

The limits and coverage of all such insurance shall be adjusted by agreement of all parties during every fifth year of the term of this Agreement in conformity with the then prevailing custom of insuring property and other risks similar to those appropriate to the Premises. Any disagreement under this Paragraph 10 shall be resolved by binding arbitration pursuant to California Code of Civil Procedure Sections 1281 et. seq., as modified. All such insurance shall be non-contributing with any insurance which may be carried by LICENSOR, and shall contain a provision that LICENSOR, although included as an additional insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to LICENSOR, and employees, and its property.

- 11. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any, punitive, special or consequential damages, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 12. <u>ANNUAL TERMINATION</u>. Notwithstanding anything to the contrary contained herein, provided LICENSEE is not in default hereunder beyond applicable notice and cure periods, LICENSEE shall have the right to terminate this Agreement upon the end of the applicable five-year term provided that three (3) months prior notice is given to LICENSOR.
- INTERFERENCE. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other current lessees of the Property that existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LICENSOR be entitled to terminate this Agreement or relocate the equipment as long as LICENSEE is making a good faith effort to remedy the interference issue. LICENSOR agrees that LICENSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. LICENSEE agrees that all subtenants of LICENSEE shall be required to comply with applicable FCC radio frequency non-interference rules and regulations.

Subject to LICENSOR's obligation to reasonably cooperate in not interfering with LICENSEE's operation in the Premises: (i) LICENSOR and LICENSEE agree that LICENSOR shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the LICENSEE'S communications facilities or the operation thereof including, without limitation, equipment failures, structural failures, or otherwise, and (ii) LICENSOR shall not be responsible to LICENSEE for any unauthorized access to LICENSEE'S Communications Facilities.

LICENSOR and LICENSEE agree that LICENSOR shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the LICENSEE's equipment or the operation of the LICENSEE's equipment including, without limitation, equipment failures or otherwise, to the extent not caused by LICENSOR, LICENSOR's contractors, agents, employees, representatives, tenants, licensees, occupants, guests or invitees. Notwithstanding the foregoing, LICENSOR shall not give any unauthorized access to LICENSEE's equipment.

14. <u>REMOVAL AT END OF TERM.</u> LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its antennae, equipment, conduits, fixtures and all personal property (collectively, the "Improvements") and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 38 below). If such time for removal causes LICENSEE to remain on the Premises after termination of this Agreement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antennae, fixtures and all personal property are completed.

Upon the expiration or earlier termination of this Agreement, LICENSEE: (i) shall remove all above-ground Improvements in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements; (ii) shall repair any damage caused to the Premises caused by or during such removal; and (iii) shall surrender the Premises in good condition, ordinary wear and tear and loss by casualty excepted. Notwithstanding the foregoing, LICENSEE will not be responsible for the replacement of any trees, shrubs or other vegetation. In the event LICENSEE fails to remove any portion of LICENSEE'S Improvements from the Premises within ninety (90) days of the expiration or earlier termination of this Agreement, then after thirty (30) days prior written notice to LICENSEE, LICENSOR shall be free to remove and dispose of such Improvements in any manner, in LICENSOR'S sole and absolute discretion. LICENSEE shall reimburse LICENSOR within forty-five (45) days of LICENSEE'S receipt of an invoice from LICENSOR, for all reasonable costs actually incurred by LICENSOR in removing and disposing of Improvements, such obligation to reimburse LICENSOR to survive the termination of this Agreement.

15. <u>HOLDOVER</u>. LICENSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension pursuant to written

correspondence and in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, then LICENSEE holding over in violation of Paragraph 14 and this Paragraph 15 shall be deemed on a month-to-month basis, and the monthly Rent shall be set at 110% of the monthly Rent applicable during the month immediately preceding such expiration or earlier termination.

- or otherwise transfer all or any portion of the Building occupied by LICENSEE, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LICENSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LICENSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LICENSOR, LICENSOR may sell or grant the easement or interest in the portion of the Building occupied by LICENSEE to such third person in accordance with the terms and conditions of such third party offer.
- 17. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term decide (i) to sell or transfer all or any portion of the Building occupied by LICENSEE to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in all or any portion of the Building occupied by LICENSEE, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder under the terms of this Agreement. To the extent that LICENSOR grants to a third party by easement or other legal instrument an interest in all or any portion of the Building occupied by LICENSEE occupied by LICENSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LICENSOR shall not be released from its obligations to LICENSEE under this Agreement.
- 18. <u>QUIET ENJOYMENT</u>. LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
- 19. <u>TITLE</u>. LICENSOR represents and warrants to LICENSEE as of the execution date of this Agreement, and covenants during the Term that LICENSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LICENSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LICENSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth above.
- 20. <u>INTEGRATION</u>. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LICENSOR and LICENSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LICENSOR

or LICENSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

- 21. <u>GOVERNING LAW</u>. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.
- 22. ASSIGNMENT AND SUBLEASE. This Agreement may be sold, assigned or transferred by LICENSEE without any approval or consent of the LICENSOR to LICENSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LICENSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LICENSOR, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder. LICENSEE shall not sublease the Premises.
- 23. <u>NOTICES</u>. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: The County of Lake

Attn.: Public Services

333 2nd Street

Lakeport, California 95453

LICENSEE: Cellco Partnership,

d/b/a Verizon Wireless

180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Re: DT Lakeport

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. <u>SUCCESSORS</u>. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE.

- a. LICENSOR represents that as of the execution of this Agreement, there are no mortgagee(s), ground lessors and master lessors of the Premises. LICENSOR recognizes LICENSEE's right to remain in occupancy of and have access to the Premises under the terms of this Agreement as long as LICENSEE is not in default of this Agreement beyond applicable notice and cure periods.
- If, within fifteen (15) days of the Commencement Date, LICENSOR has h. retained any mortgages, ground lessors and / or master lessors of the Property, then LICENSOR shall obtain not later than fifteen (15) days following the Commencement Date, a Non Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LICENSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LICENSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LICENSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LICENSOR shall obtain for LICENSEE's benefit a non-disturbance and attornment agreement for LICENSEE's benefit in the form reasonably satisfactory to LICENSEE, and containing the terms described below (the "Non Disturbance Agreement"), and shall recognize LICENSEE's right to remain in occupancy of and have access to the Property as long as LICENSEE is not in default of this Agreement beyond applicable notice and cure periods. Any applicable Non Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor in interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LICENSOR's obligations under the Agreement, and (3) promptly cure all of the then existing LICENSOR defaults under the Agreement. Such Non Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non Disturbance Agreement, LICENSEE will execute an agreement for Lender's benefit in which LICENSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LICENSOR's defaults, provided such cure is completed within the deadline applicable to LICENSOR. In the event LICENSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LICENSEE, may, at its sole option and without obligation, cure or correct LICENSOR's default and upon doing so, LICENSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LICENSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LICENSEE to cure or correct such defaults. The parties

agree that this Paragraph 25(b) shall not be effective after the fifteenth (15th) day following the Commencement Date.

26. <u>RECORDING</u>. LICENSOR agrees to execute a Memorandum of this Agreement which LICENSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

- a. In the event there is a breach by LICENSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LICENSOR shall give LICENSEE written notice of such breach. After receipt of such written notice, LICENSEE shall have thirty (30) days in which to cure any monetary breach and sixty (60) days in which to cure any non-monetary breach. LICENSOR may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in this Paragraph.
- In the event there is a breach by LICENSOR with respect to any of the provisions of this Agreement or its obligations under it, LICENSEE shall give LICENSOR written notice of such breach. After receipt of such written notice, LICENSOR shall have thirty (30) days in which to cure any such breach, provided LICENSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LICENSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LICENSEE may not maintain any action or effect any remedies for default against LICENSOR unless and until LICENSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LICENSOR fails, within sixty (60) days after receipt of written notice of such breach, to perform an obligation required to be performed by LICENSOR if the failure to perform such an obligation interferes with LICENSEE's ability to conduct its business on the Property: provided, however, that if the nature of LICENSOR's obligation is such that more than sixty (60) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such sixty (60) day period and thereafter diligently pursued to completion.
- 28. <u>REMEDIES</u>. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LICENSOR shall use reasonable efforts to mitigate its damages in connection with a default by LICENSEE. Subject to Paragraph 27 of this Agreement, if

LICENSOR has breached a material obligation (i.e., unreasonably obstructed access or utilities to, or possession of, the Premises) that has a substantial adverse effect (i.e., unreasonably impaired the quantity or quality of the level of service provided to LICENSEE's customers) on the normal industry standard operations of LICENSEE and if LICENSEE so performs any of such obligations in breach hereunder, the full amount of the reasonable and actual cost and expense incurred by LICENSEE shall immediately be owing by LICENSOR to LICENSEE, and LICENSOR shall pay to LICENSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LICENSOR does not pay LICENSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LICENSOR, LICENSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LICENSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LICENSEE.

29. ENVIRONMENTAL.

- a. LICENSOR represents that it has no knowledge of any substance, chemical or waste on the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation(collectively, "Hazardous Substance"), excepting only such substances that are customarily used in wireless communications facilities and are not in violation of any applicable law. LICENSEE shall not introduce or use any such substance on the Property in violation of any applicable law. LICENSOR shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, of all spills or other releases of Hazardous Substance, not caused by or to the extent contributed to by LICENSEE, that have occurred or which may occur on the Property.
- b. LICENSOR shall hold LICENSEE harmless and indemnify LICENSEE from and assume all duties, responsibility and liability at LICENSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LICENSEE.
- c. LICENSEE shall hold LICENSOR harmless and indemnify LICENSOR from and assume all duties, responsibility and liability at LICENSEE's sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law relating to LICENSEE's use of the

Premises during the term of the Agreement, and b) any environmental or industrial hygiene conditions caused by the LICENSEE's activities conducted on the Premises. The foregoing notwithstanding, LICENSEE is not required to hold harmless or indemnify LICENSOR for any duties, responsibility, damages, losses or liability related to or arising from the migration of contamination, hazardous substance, or other environmental or industrial hygiene conditions from outside the Premises, from any pre-existing environmental or industrial hygiene conditions or concerns of the Property, or any environmental or industrial hygiene conditions or concerns created or caused by LICENSOR and/or LICENSOR's employees, agents, contractors, tenants, licensees, invitees or other occupants of the Property.

30. <u>CASUALTY</u>. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may terminate this Agreement within said forty-five (45) days upon written notice to LICENSOR, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises within said forty-five (45) day period. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

If LICENSEE elects to terminate this Agreement pursuant to this Paragraph 30, LICENSOR shall reimburse Lessee the pro rata share of the Rent that has been paid in advance hereunder and all rights and obligations of LICENSOR and LICENSEE arising after the termination date shall terminate.

Notwithstanding anything to the contrary contained herein, if the Building is totally or substantially destroyed, then LICENSOR, in LICENSOR's sole and absolute discretion, may terminate this Agreement. If LICENSOR elects to terminate this Agreement, then LICENSOR shall reimburse LICENSEE the pro rata share of the rent that has been paid in advance hereunder and all rights and obligations of LICENSOR and LICENSEE arising after the termination date shall terminate. Notwithstanding anything to the contrary contained herein, LICENSEE shall have a license to install a temporary communications facility on the Property's parking lot until LICENSOR has completed construction of a replacement building, at which time LICENSOR agrees to license space thereon to LICENSEE for LICENSEE's installation of a permanent communications facility, or in the event LICENSOR does not replace the Building, then LICENSEE shall have a license to install a permanent communications facility in the LICENSOR's parking lot on the Property subject to the terms of this Agreement.

31. <u>CONDEMNATION</u>. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Property, LICENSEE, in LICENSEE's sole discretion, is unable to use the Property for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt

LICENSEE's operations at the Property for more than forty-five (45) days, LICENSEE may, at LICENSEE's option, to be exercised in writing within thirty (30) days after LICENSOR shall have given LICENSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession), terminate this Agreement as of the date the condemning authority takes such possession. Either Party may on its own behalf make a claim in any condemnation proceeding involving the Property. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LICENSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Property remaining, except that the parties shall meet and confer to determine the amount of rent based on the proportion as the rentable area of the Premises taken bears to the total rentable area of the Property. In the event that this Agreement is not terminated by reason of such condemnation, LICENSOR shall promptly repair any damage to the Property caused by such condemning authority.

- 32. Attorneys' Fees. In the event that any dispute between the Parties to this Agreement with respect to this Agreement should result in litigation, the prevailing Party in the dispute shall be entitled to recover from the other Party all reasonable costs and expenses of its successful case, including reasonable attorneys' fees and costs of appeal from the non-prevailing Party.
- 33. <u>No Recourse Against Nonparty Affiliates</u>. All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in law or in equity) based upon, arising under, or relating in any manner to this Agreement, may be made only against the persons or entities that are expressly identified as Parties in the preamble to this Agreement or their successors, personal representatives, sublessees, licensees, sublicensees, or assigns.
- 34. <u>Waiver</u>. Any failure of the LICENSEE to comply with any obligation, covenant, agreement or condition herein may be expressly waived by LICENSOR, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.
- 35. Fire Code. LICENSEE'S use of the Premises shall comply with the Lake County Fire Code ("Fire Code"). If LICENSEE violates any section of the Fire Code, then LICENSEE shall have thirty (30) days upon receipt of written notice of the violation from LICENSOR to cure said violation which notice shall be addressed to LICENSEE's notice address set forth in Paragraph 23 hereof and a copy addressed to: Verizon Wireless, 2785 Mitchell Drive, Building 9, Walnut Creek, California 94598 and to vzwnetnorcalpropmgmt@verizonwireless.com. LICENSEE shall reimburse LICENSOR for any reasonable costs incurred by LICENSOR relating directly to the curing of such violation in the event LICENSEE fails to cure such violation within said thirty (30) day period.
- 36. <u>Temporary Relocation</u>. Upon reasonable request of the LICENSOR, LICENSEE agrees to have its rooftop equipment relocated on a temporary basis to another location on the

Building rooftop, hereinafter referred to as the "Temporary Relocation," for the purpose of LICENSOR performing maintenance, repair or similar work on the Building rooftop provided:

- i. LICENSOR obtains LICENSEE's written consent, which consent shall not be unreasonably withheld, upon at least ninety (90) days written notice prior to the start of the relocation;
- ii. Except as otherwise provided in this Paragraph 36, LICENSOR shall pay all costs incurred by LICENSEE for relocating LICENSEE's equipment to the Temporary Relocation;
- iii. The Temporary Relocation is substantially similar to LICENSEE's existing location in size and is compatible for LICENSEE's use;
- iv. LICENSEE's use at the Premises is not interrupted or diminished during the relocation and, if necessary, LICENSEE, at LICENSEE's own cost, may temporarily install a cell-on-wheels tower on the parking lot adjacent to and located on the west end of the Building during any such relocation; and
- v. Upon the completion of any maintenance, repair or similar work by LICENSOR, LICENSEE is permitted to return to its original location from the temporary location with all costs incurred for returning LICENSEE's equipment to the original location being paid by LICENSOR.
- 37. <u>SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY</u>. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.
- 38. <u>APPLICABLE LAWS</u>. During the Term, LICENSEE and LICENSOR shall comply with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws") as it relates to the Premises. LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises.

- 39. <u>SURVIVAL</u>. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- 40. <u>CAPTIONS</u>. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.
- 41. PRIOR TERMINATED AGREEMENT. LICENSOR and LICENSEE agree that this Agreement replaces the Temporary License Agreement between LICENSOR and LICENSEE dated August 28, 2017, as amended, referenced by LICENSEE as Contract #NG169732-0 ("Terminated Agreement"). LICENSOR and LICENSEE acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, LICENSEE may continue to make, and the LICENSOR may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

42. <u>COMPLIANCE WITH FCC RADIO FREQUENCY EMISSIONS REQUIREMENTS.</u>

- a. With respect to LICENSEE's equipment, it shall be the responsibility of the LICENSEE to ensure that LICENSEE's equipment does not cause radio frequency exposure levels to exceed those levels permitted by the Federal Communications Commission ("FCC"). LICENSOR shall require other users of the Building and LICENSOR's Property to bear the same responsibility in relation to their equipment on the Building and LICENSOR's Property.
- b. If it is determined that the radio frequency levels at the Building and LICENSOR's Property and surrounding vicinity exceed exposure levels set by the FCC and the LICENSEE is one of the responsible parties causing such exposure, then LICENSEE shall reasonably cooperate with LICENSOR and other users of the Building and LICENSOR's Property to bring the Building and LICENSOR's Property into compliance, and LICENSEE shall equitably share with other rooftop users exceeding said exposure levels in all expenses incurred by LICENSOR as are necessary in order to meet FCC compliance levels.
- c. LICENSEE agrees that in the event there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency emissions which place the Building and LICENSOR's Property in non-compliance, then LICENSEE, at LICENSEE's own cost, will reasonably cooperate with LICENSOR and other users of the Building and LICENSOR's Property to bring the Building and LICENSOR's Property into compliance.
- d. LICENSEE acknowledges and agrees that, upon reasonable prior written notice, LICENSEE shall reasonably cooperate with LICENSOR together with other rooftop users of the Building when it is necessary to prevent the overexposure of LICENSOR's workers on the Building rooftop to RF emissions. Notwithstanding the foregoing, LICENSOR will

attempt to perform such work during non-peak hours of operation and to promptly perform all such work in a timely manner.

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IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year last written below.

LICENSOR:

LICENSEE:

The County of Lake, a political subdivision of Cellco Partnership d/b/a Verizon Wireless the State of California

By:	By: Scott HEWART
Name:	Name: COH STEWART
Title:	Title: Director Network
Date:	Date: 5/1/19

ATTEST:

CAROL J. HUCHINGSON

CLERK OF THE BOARD OF SUPERVISORS

BY:

DEPUTY

APPROVED AS TO FORM:

ANITA L. GRANT COUNTY COUNSEL

BY:

LLOYD C. GUINTIVANO DEPUTY COUNTY COUNSEL

Exhibit "A"

(Legal Description of Property)

Please see attached.

The land referred to herein below is situated in the City of Lakeport, County of Lake, State of California and is described as follows:

PARCEL ONE:

The North half of Lots 2 and 3 in Block 12, as shown on that certain map entitled "LAKEPORT", filed in the office of the County Recorder of said Lake County on February 17, 1871 in Book 1 of Town Maps, at Page 1.

Also all that portion of High Street as contained in that certain Resolution No. 594, Abandoning Portions of City Streets, recorded December 6, 1966 in Book 510, at Page 422, Official Records.

PARCEL TWO:

Lot(s) 1, Block 12 as shown on that certain map entitled "LAKEPORT", filed in the office of the County Recorder of said Lake County on February 17, 1871 in Book 1 of Town Maps, at Page 1.

PARCEL THREE:

Lot(s) 4, Block 12 as shown on that certain map entitled "LAKEPORT", filed in the office of the County Recorder of said Lake County on February 17, 1871 in Book 1 of Town Maps, at Page 1.

Also all that portion of High Street as contained in that certain Resolution No. 594, Abandoning Portions of City Streets, recorded December 6, 1966 in Book 510, at Page 422, Official Records.

PARCEL FOUR:

The South one-half of Lots 2 and 3 in Block 12, as shown on that certain map entitled "LAKEPORT", filed in the office of the County Recorder of said Lake County on February 17, 1871 in Book 1 of Town Maps, at Page 1.

Also all that portion of High Street as contained in that certain Resolution No. 594, Abandoning Portions of City Streets, recorded December 6, 1966 in Book 510, at Page 422, Official Records.

APN: 025-401-05

Exhibit "B"

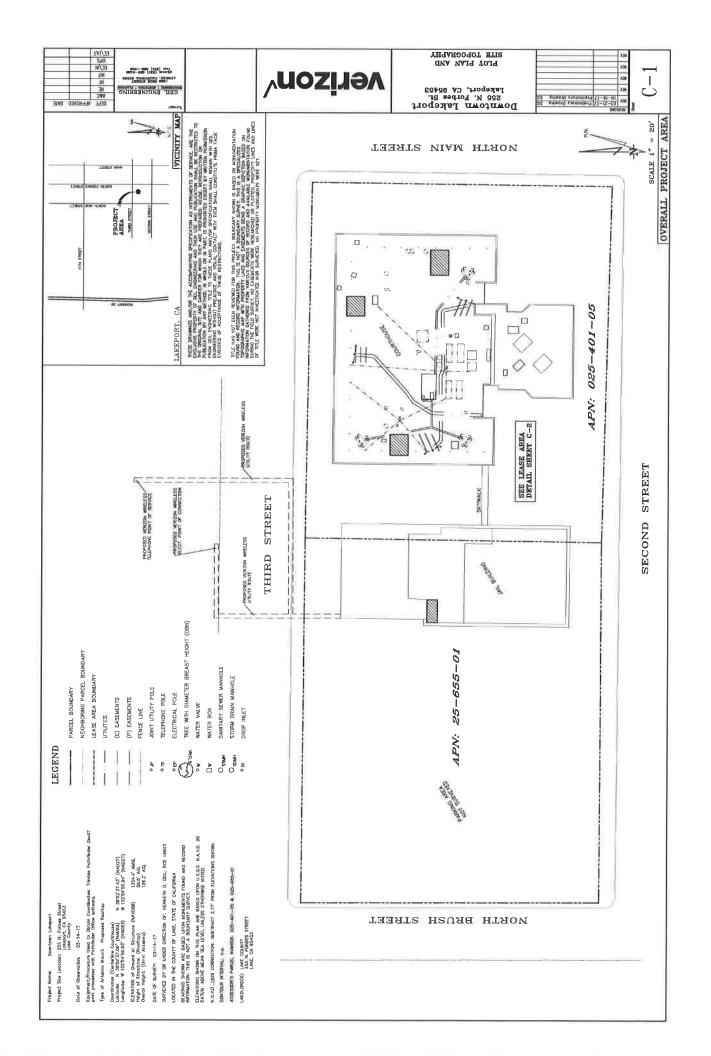
(Scaled Diagram of Premises within Property)

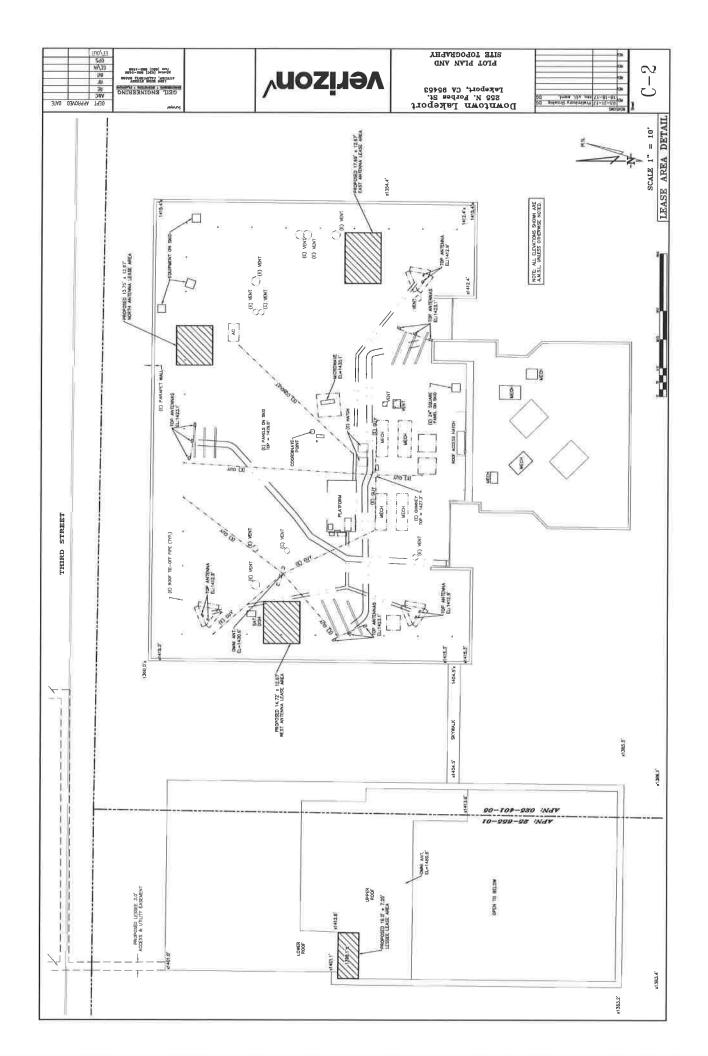
Please see attached.

E C C SELECT **T1.1** MST ARCHITECTS LAKEPORT, CA 95453 255 N. FORBES ST. DOWNTOWN LAKEPORT PERM. **√nozinev** CONSTRUCTION MANAGER. RICH JOHNSON. 2008 V STREET SCUMMENTO, OR 95818 SCUMMENTO, OR 95818 916-215-0694 johnson@completewireless.net S-2 (UNMANNED TELECOMMUNICATIONS FACILITY) U (TOWER) PROJECT MILESTONES PROPERTY OWNER. LAVE COUNTY 255 N. FORBES STREET LAKEPORT, CA, 95453 DIRECTORY PROJECT SUMMAR 90% CONSTRUCTION DOCUMENTS 100% CONSTRUCTION DOCUMENTS PUBLIC AND CIVIC USES (PCU) 25-655-01 & 025-401 CITY OF LAKEPORT PROJECT STRUCTURAL ENGINEER:
JUHN D. ANDERSON
ANDERSON STRUCTURAL GROUP
GSOU UNNEERSTY ARE, ST. 110
SACRAMENTO, CA. 95825
916-514-9109 APPLICANT: VERIZON WIRELESS 2785 MITCHELL DRIVE NALHUT EREEC. CA 94598 ARCHITECT.
MANUEL S. TSHLAS
MST ARCHITECTS, INC.
1520 RIVER PARK DRIVE
25CAMBRIND, CA 95815
916–567–9830
manuel@mstarchitects.com KEESSOO, BARCEL HUNBER TYPE OF CONSTRUCTION: 06/14/2017 JURISDICTION: OCCUPANCY: ZONING: RAYCAP CONNECTION GUIDE & ANTENNA COLOR CODE TABLE GENERAL NOTES AND TYPICAL DETAILS PROPOSED VEHIOW WPELESS UNMARKED TELECOMMUNICATIONS FACULY INCLUDING ANTENNAS AND A MICROWAVE DISH W/ASSOCIATED TOWER MOUNTED EQUIPMENT PROJECT DESCRIPTION DRAWINGS TITLE SHEET, LOCATION PLAN, PROJECT DATA DOWNTOWN LAKEPORT PERM. SECTOR FRAMING PLANS SECTOR C FRAMING AND EQUIPMENT PLAN 2785 Mitchell Drive, Walnut Creek, CA 94598 SHEET TIME erizon 14'-10"x7'-4" EQUIPMENT AREA AT EXERCISE YARD. OVERALL SITE PLAN COUNTY JAIL ROOF PLAN COURTHOUSE ROOF PLAN EQUIPMENT LAYOUT PLAN ANTENNA LAYOUT PLAN POWER & TELCO UTILITIES BROUGHT TO FACILITY. CONSTRUCTION DETAILS CONSTRUCTION DETAILS 14"-9"X12"-8" ANTENNA AREA AT SECTOR C. 17'-8"k12'-8" ANTENNA AREA AT SECTOR A. 13'-9"x12'-8" ANTENNA AREA AT SECTOR B; ELECTRICAL DETAILS GROUNDING PLANS ELECTRICAL DETALS ELECTRICAL DETALS 4 OVERALL SITE PLAN 0 SURVEY SHEET CONDUITS ON DURA-BLOK SLEEPERS 255 N. FORBES ST. LAKEPORT, CA 95453 25-655-01 & 025-401-05 ELEVATIONS OUTDOOR EQUIPMENT CABINETS NDEX LOCATION #: 283560 SHEET NUMBER COCATION PLAN T33HT2 NAM 1. HEGO MOTINGSTO ON MITORIEL DR TOWING DAY GROVE RD
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LOUPDOM COMPLIANCE SIGNATURE COUNTY OR CITY ORDINANCES CODE OTHER (IF APPLICABLE) verizon' O O MW ENG /TRANSPORT **EQUIPMENT ENGINEER** 8 SITE ACQUISITION: PART 1
PART 2.5
PART 3
PART 3
PART 5
PART 6
PART 6
PART 10
PART 10
PART 10
PART 11
PART 11 CONSTRUCTION: CONSTRUCTION: RF ENGINEER: MANAGEMENT: -LANNING: LOCAL

SHEET TITLE SHEET, LOCATION PLAN, PROJECT DATA

Michigan Company and Company a





OVERALL SITE PLAN

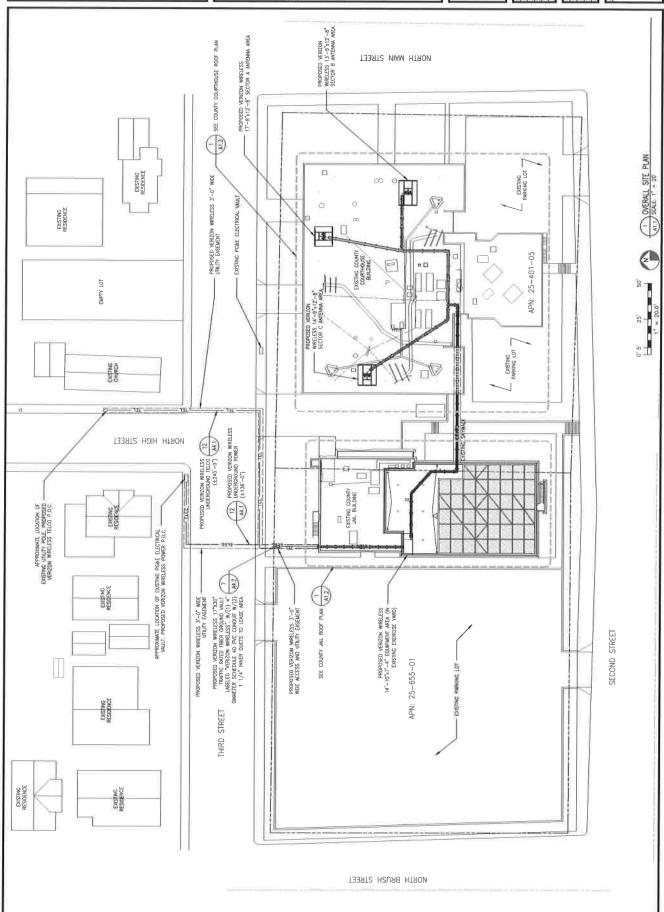
DOWNTOWN LAKEPORT PERM. 255 N. FORBES ST. LAKEPORT, CA 95453

HEEF HITE **Verizon**









COUNTY JAIL ROOF PLAN

3,001 1338











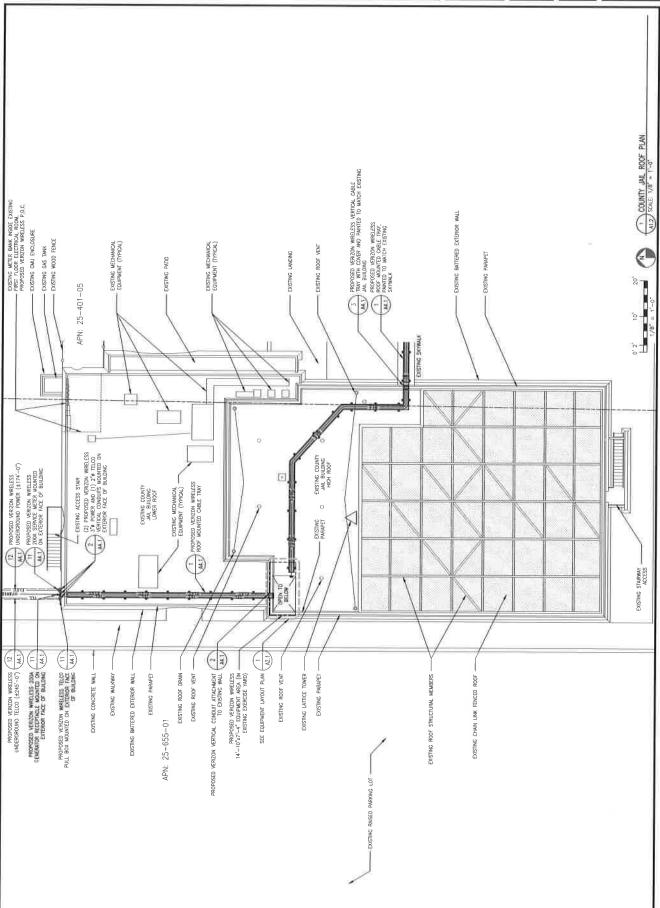








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COURTHOUSE ROOF PLAN

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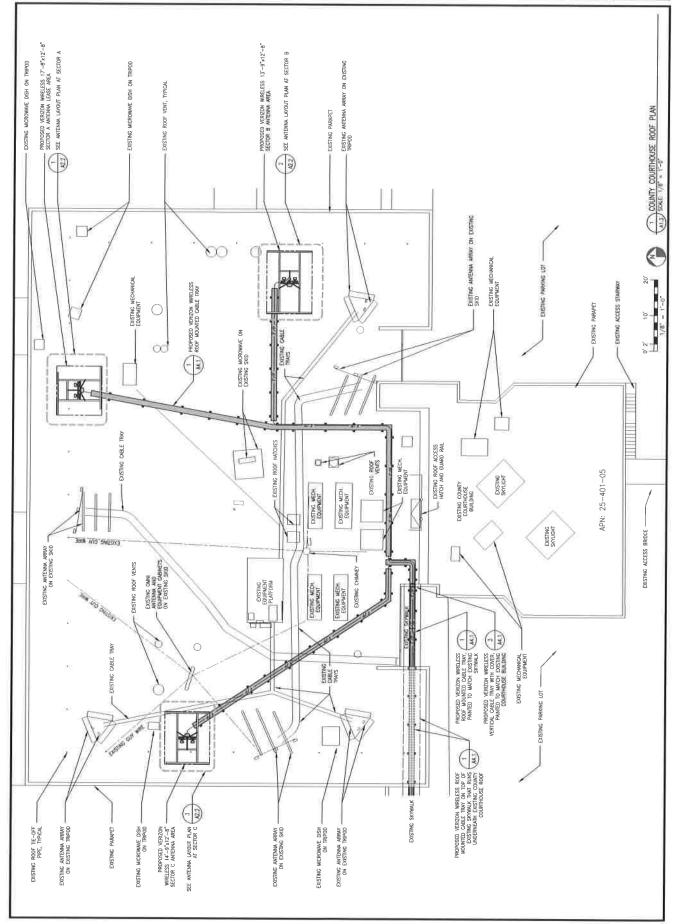


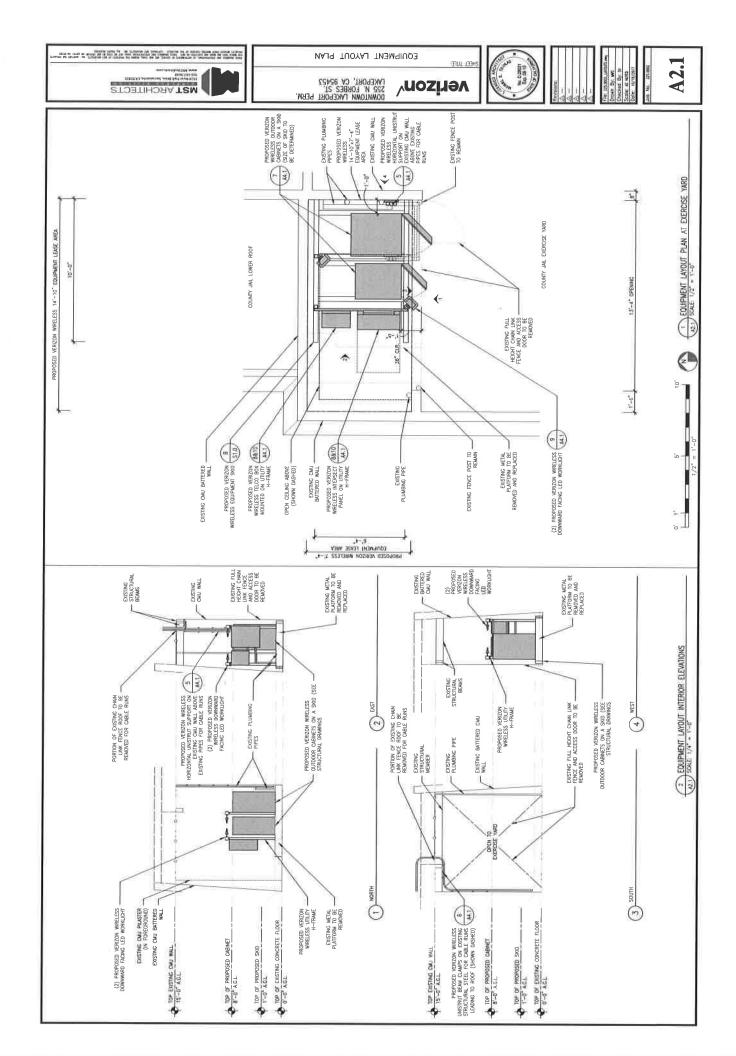


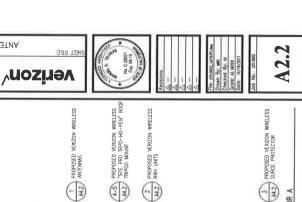


DOWNTOWN LAKEPORT PERM. 255 N. FORBES ST. LAKEPORT, CA 95453 √erizon√









ANTENNA LAYOUT PLAN AT SECTOR A

3 ANTENNA LAYOUT PLAN AT SECTOR C

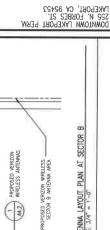
PROPOSED VERIZON WIRELESS SECTOR C -ANTENNA AREA

PROPOSED VERIZON
WIRELESS ROOF
MOUNTED CABLE TRAY

PROPOSED VERIZON
WIRELESS ROOF
MOUNTED CABLE TRAY

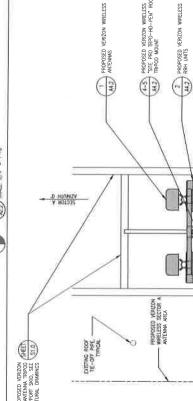
PROPOSED VERIZON WIRELESS SHEET ANTENNA TRIPOD ON SUPPORT SKID, SEE STRUCTURAL DRAWINGS 510

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PROPOSED VERIZON
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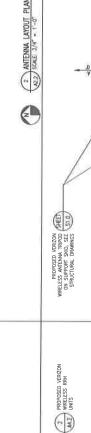
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SECTOR C AZIMUTH 270"

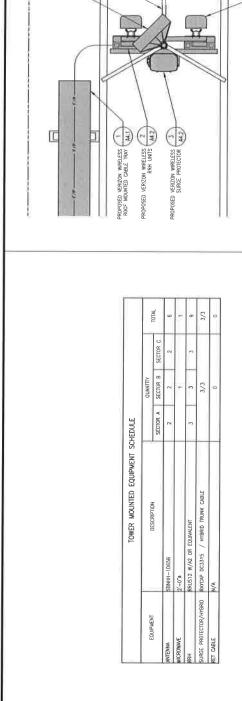
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EXISTING COURTHOUSE PARAPET

PROPOSED VERIZON
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SECTOR B AZIMUTH 90

ELEVATIONS

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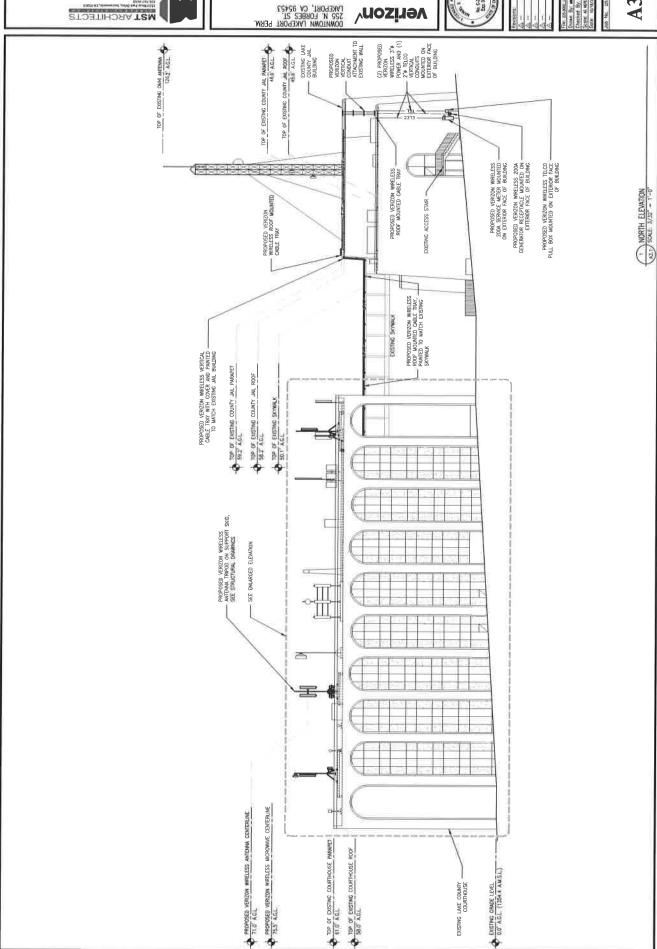


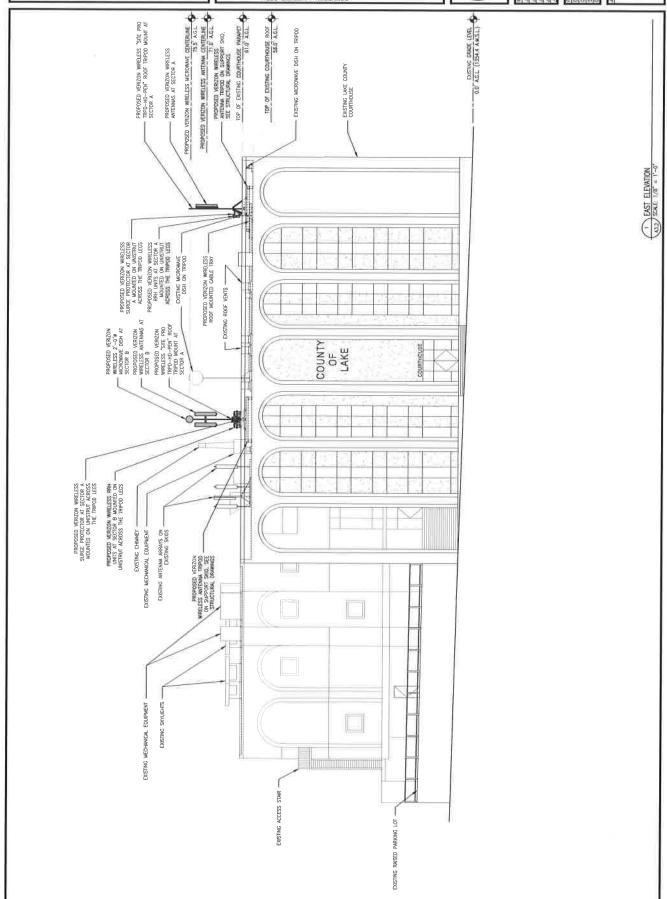












ENLARGED NORTH ELEVATION

ELEVATIONS

HEET TITLE:

EXISTING LAKE COUNTY COURTHOUSE





PROPOSED MENION WHELESS ANTENNA THIPOD ON SUPPORT SKID, SEE STRUCTURAL DRAWINGS PROPOSED VERIZON WIRELESS ROOF MOUNTED CABLE TRAY, PAINTED TO MATCH EXISTING SKYWALK

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PROPOSED VERIZON WIRELESS ANTENNAS AT SECTOR E

PROPOSED VERIZON WRELESS ANTENNA TRIPOD ON SUPPORT SKID, SEE STRUCTURAL DRAWINGS

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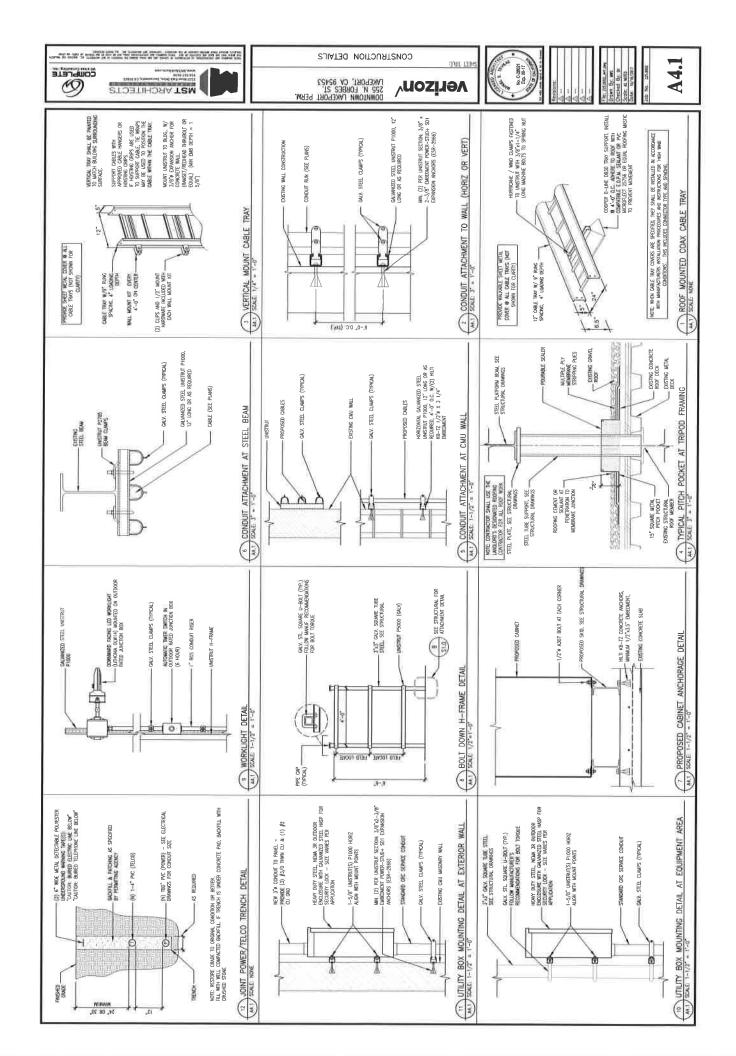
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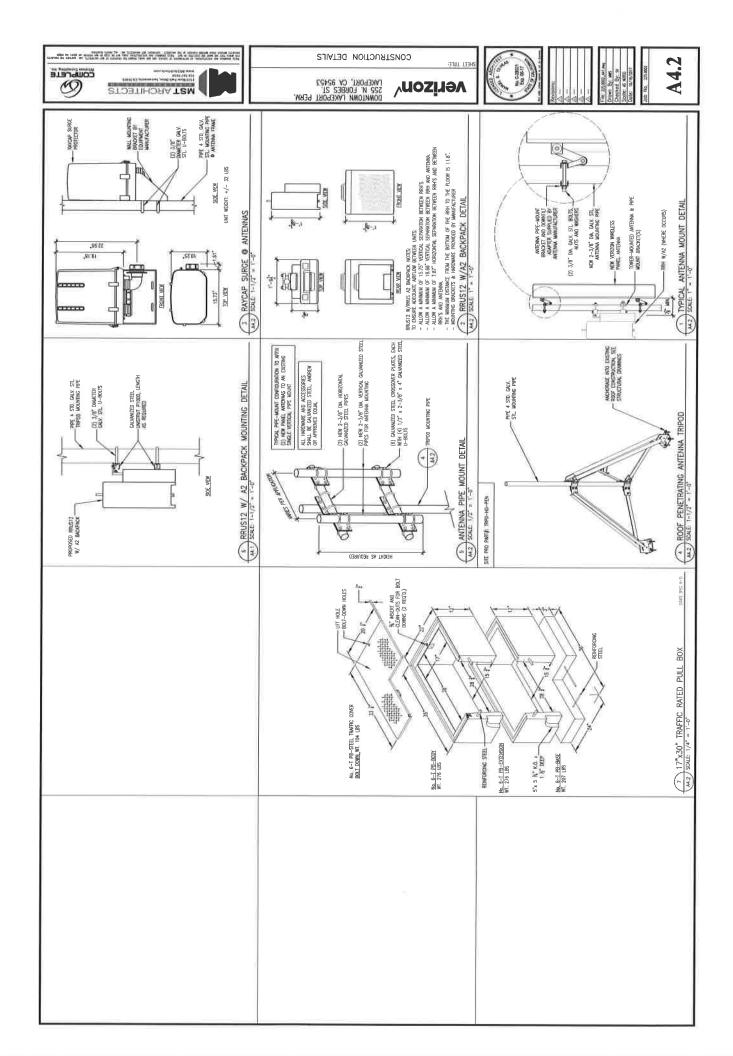
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PROPOSED VERIZON WIRELESS ANTENNA TRIPOD ON SUPPORT SKID, SEE STRUCTURAL DRAWINGS

PROPOSED VERIZON WIRELESS 2"-0"# MICROWAVE DISH AT SECTOR B





RRU/RAYCAP CONNECTION CUIDE



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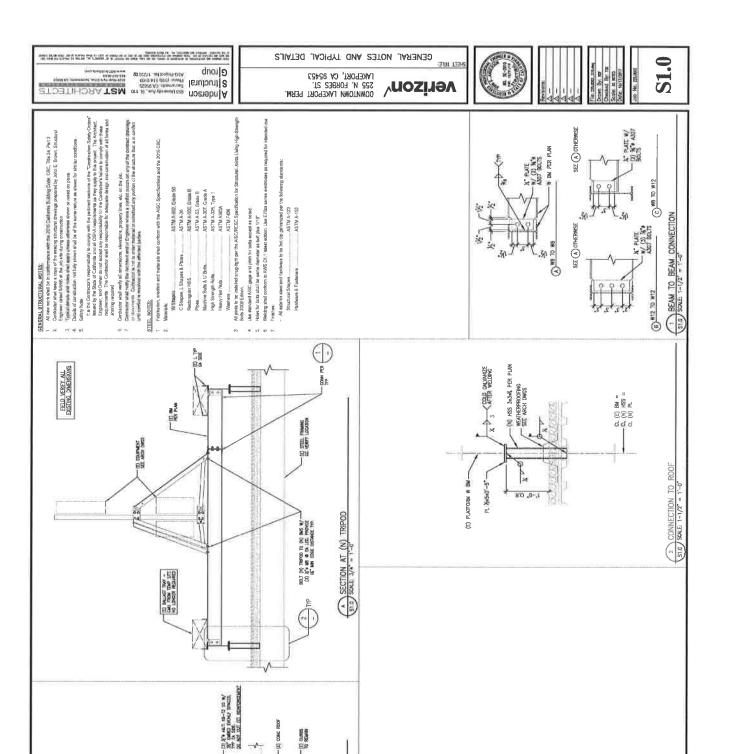
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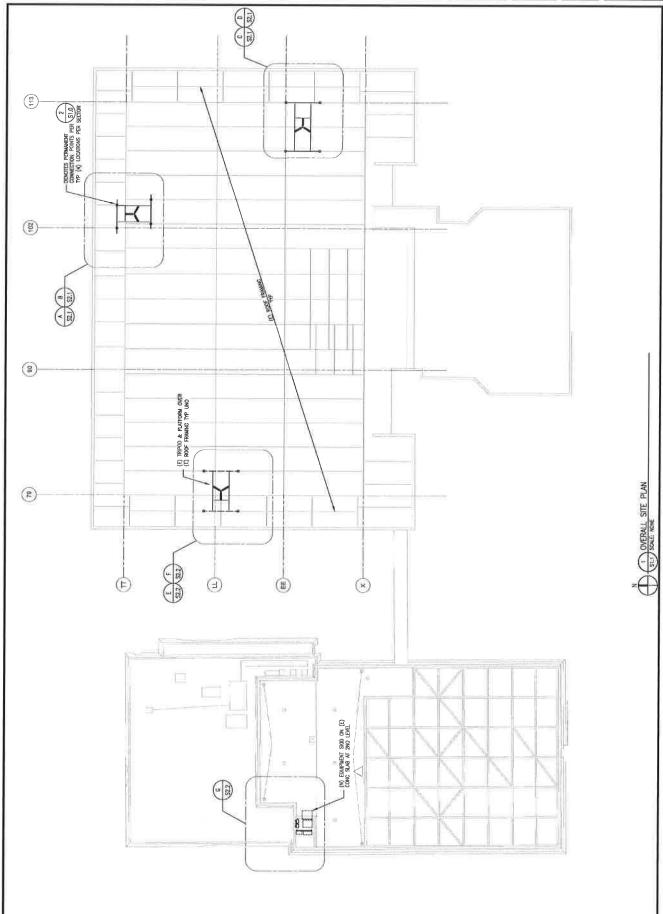








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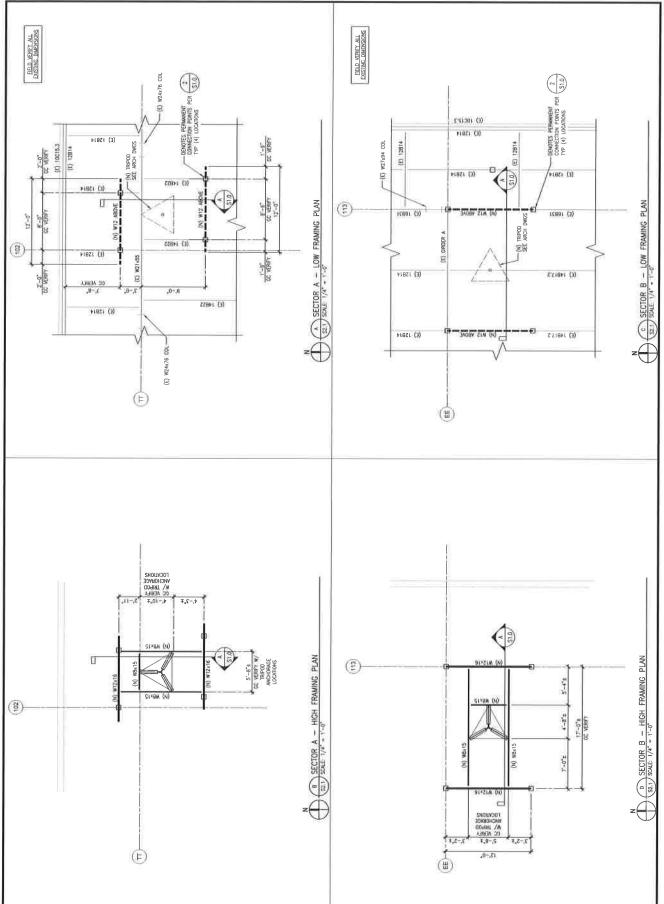
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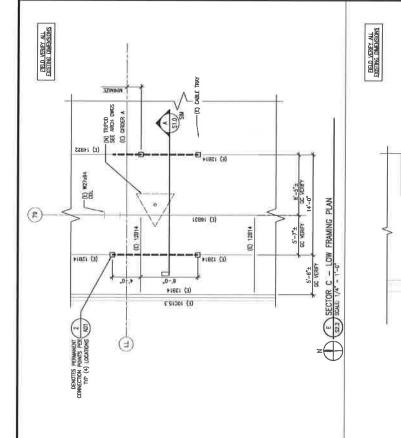
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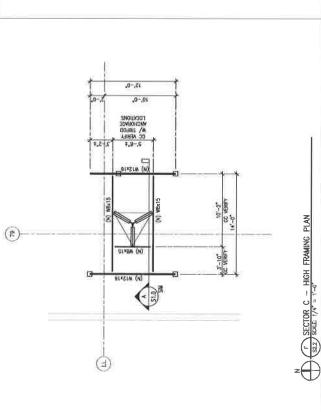


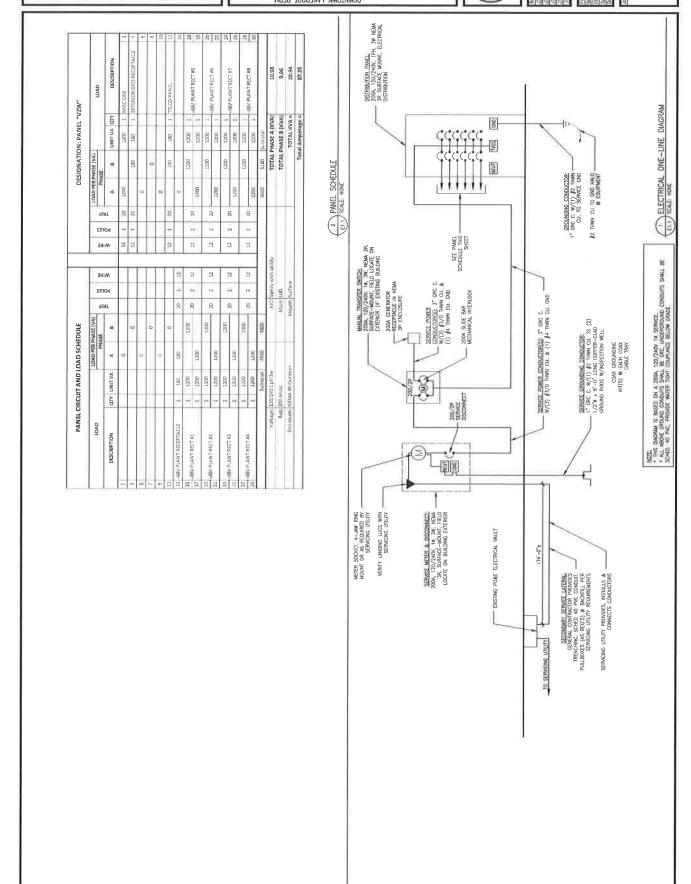
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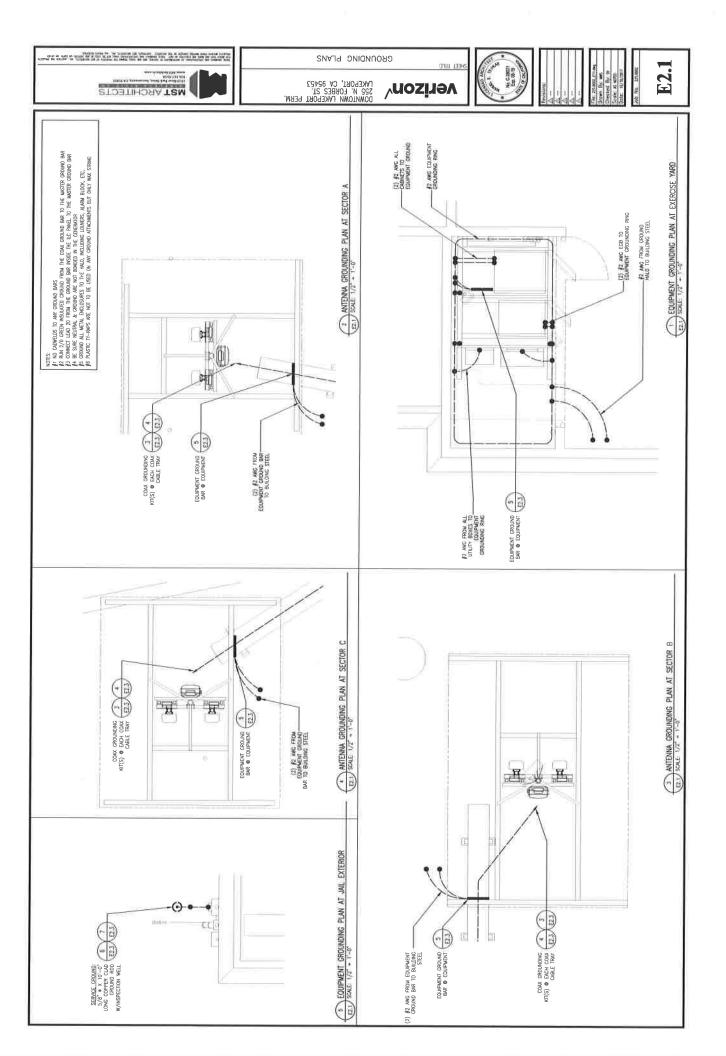
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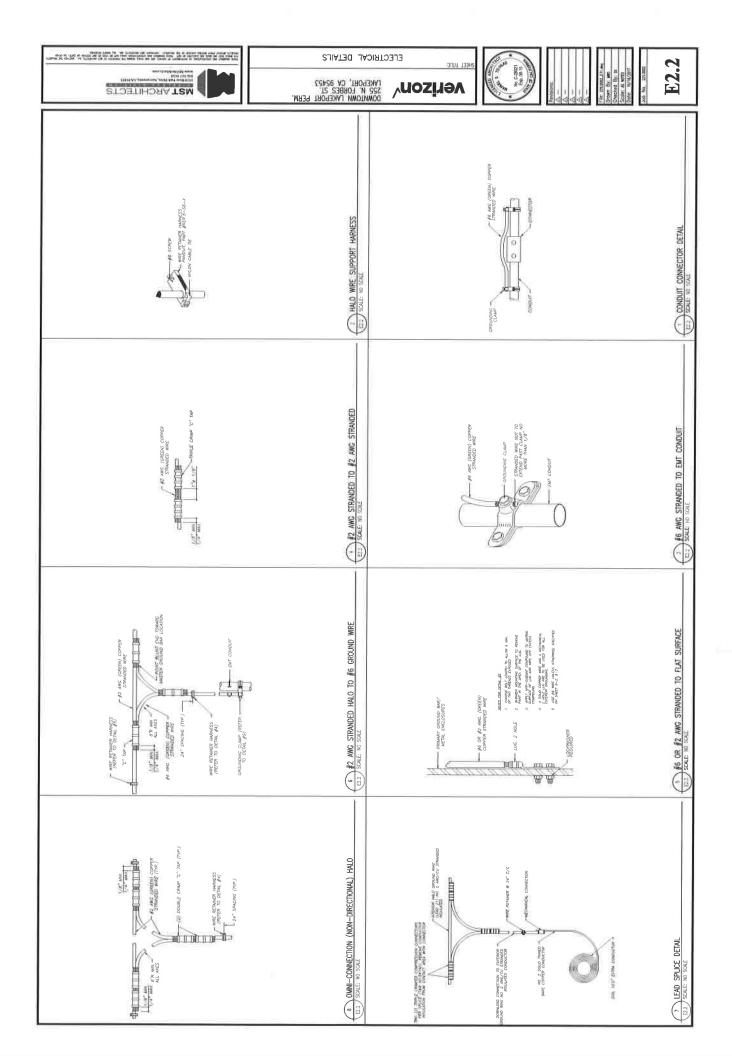
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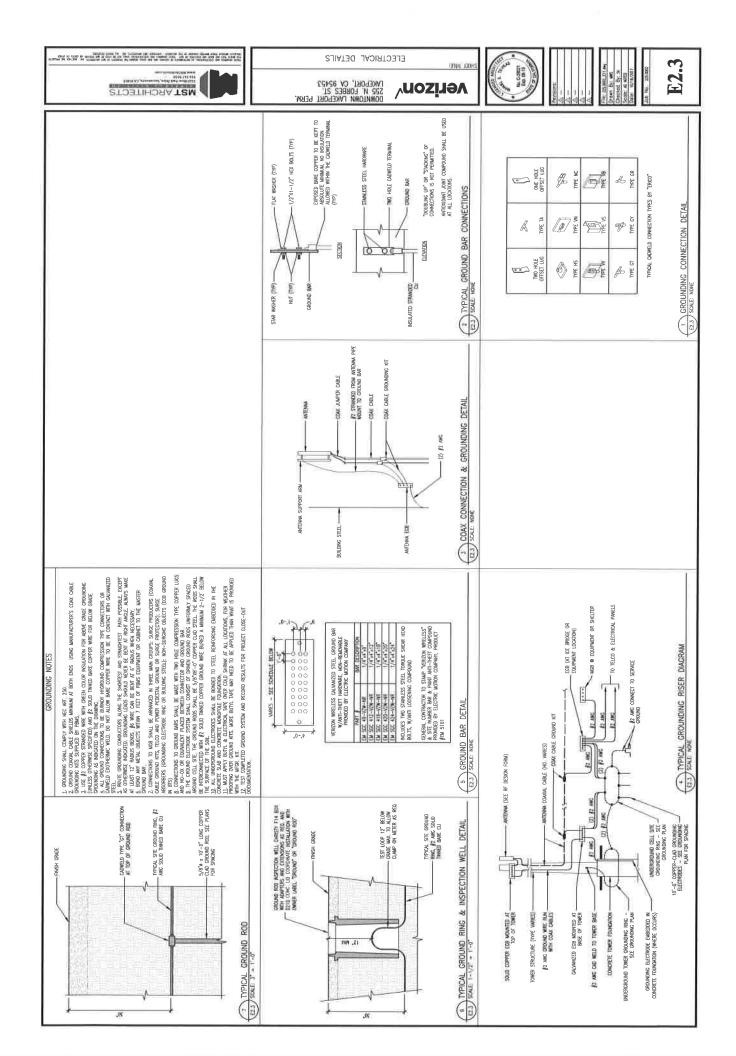


Exhibit "D"

(Joint Occupancy Agreement)

Please see attached.

Facility #17-A3

Building Name: Lakeport Courthouse

Building Address: 255 North Forbes Street, Lakeport, CA 94533

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

Court Facility: #17-A3 TOR (Shared Facility)

JOINT OCCUPANCY AGREEMENT

1. PURPOSE

The Judicial Council of California ("Council"), Administrative Office of the Courts (together, the "AOC"), and the County of Lake ("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 (Government Code sections 70301-70404) as of the Effective Date.
- "Agreement" means the agreement between the AOC and the County, pursuant to the Act, under which the County transferred to the AOC responsibility for the court facility located at 255 North Forbes Street, Lakeport, CA 94533.
- "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 the Court Facility (e.g., allegations of civil rights violations made by a third party against a Court employee).
- "AOC Share" means 30 percent, which is the percentage of the Total Exclusive-Use Area occupied by the Court.
- "Appraiser" means an MAI appraiser with at least five years experience in appraising real properties similar to the Real Property.
- "Bridge" means that certain secured, elevated walkway that connects the Building to the County detention facility located adjacent to the Building, and which is used by the County to transport prisoners to and from Court sessions.
- "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 the building on the Land occupied by the Court and the County, all connected or related structures and improvements, and all Building Equipment.
- "Building Equipment" means the installed equipment and systems that serve the Building generally or the Common Area, including but not limited to the Building Software. The Building Equipment does not include the equipment and systems that exclusively serve the Exclusive-Use Area of only one Party.

"Building Software" means any software program owned by or licensed to the County for the Operation of any Building systems, Building Equipment, or Building components.

"Common Area" means the areas of the Real Property that are used nonexclusively and in common by, or for the common benefit of, the AOC, the County, the Court, and any Occupants, and includes (1) those portions of the Building depicted as Common Area on Attachment "2" to this JOA including hallways, stairwells, elevators, escalators, and restrooms that are not located in either Party's Exclusive-Use Area, (2) foundations, exterior walls, load-bearing walls, support beams, exterior windows, the roof, and other structural parts of the Building, (3) Building Equipment and Utilities that do not exclusively serve only one Party's Exclusive-Use Area, (4) driveways, walkways, and other means of access over the Land and through the Building to the Court Exclusive-Use Area, (5) the Parking Area, and (6) the Grounds Area. 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. Notwithstanding that the Grounds Area and the Parking Area are included within the definition of Common Area, the County is responsible for the Operation of the Parking Area and the Grounds Area, at its sole cost and expense, and the costs and expenses incurred by the County for Operation of the Grounds Area and the Parking Area will not be included as a Shared Cost.

"Common Parking" means a total of 88 parking spaces on the Land, including eight spaces designated for use exclusively by disabled individuals, all of which together are used by County staff and employees, Court staff and employees, and the general public on a first-come, first-served basis, as shown on the parking plan attached as Attachment "2" to this JOA.

"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 to the Real Property with respect to the Operation of the Building.

"Contributing Party" means the AOC.

"County Exclusive-Use Area" means the 35,267 square feet of the floor space in the Building, which is exclusively occupied and used by the County as depicted on Attachment "2" to this JOA.

"County Parking" means all parts of the Parking Area that are not designated as Court Parking or Common Parking, as depicted on Attachment "2" to this JOA.

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

"County Share" means 70 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the County.

"Court" means the Superior Court of California, County of Lake.

"Court Exclusive-Use Area" means the 15,480 square feet of the floor space of the Building that are exclusively occupied and used by the Court, as depicted on Attachment "2" to this JOA.

"Court Parking" has the meaning given to it in the Agreement and is depicted on Attachment "2" to this JOA.

"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 Building, (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 the Contributing Party's Exclusive-Use Area or the Common Area, or threatens to damage or destroy the business personal property of the Contributing Party or the Court located in the Building, (5) threatens the preservation of the Contributing Party's files, records, and documents located in the Building, or (6) causes or exacerbates an unsafe, unsanitary, unlawful, or non-functional condition affecting the Contributing 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 Managing Party's reasonable, itemized estimate of the Shared Costs for a fiscal year; provided that, the Managing Party'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 or the County Exclusive-Use Area, as determined by the context in which the term is used.

"Grounds Area" means the portion of the Land surrounding the Building.

"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.

"Indemnified Loss" means all liability, damages, attorney fees, costs, expenses, or losses with respect to which either Party is obligated to indemnify the other Party under this JOA.

"JOA" means this Joint Occupancy Agreement.

"Land" means the real property described on Attachment "1" to this JOA.

"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 Excess 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.

"Managing Party" means the County, which is the Party responsible for the Operation of the Common Area under 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.

"New Courthouse" means a new court facility that replaces the existing Court Facility located at 255 North Forbes Street, Lakeport, CA 94533.

"Non-Owning Party" means the AOC, which is the Party that does not own fee title to the Real Property.

"Occupancy Agreement" means any agreement between a Party and a third party that entitles any party other than the County or the AOC to occupy or use any part of the Real Property.

"Occupant" means any 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, and includes custodial services for the Common Area, but does not include custodial services for either Party's Exclusive-Use Area, which are not governed by this JOA.

"Owner" means the County, which is the Party that owns fee title to the Real Property.

"Parking Area" means the parking area serving the Building, as depicted on Attachment "2" to this JOA, and includes the Court Parking, the Common Parking, and the County Parking.

"Party" means either 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 or damage to the Real Property that is required to be covered by the Property Insurance Policies.

"Property Insurance Costs" means the costs of providing the Property Insurance Policies, including premiums, deductibles, and self-insurance retention amounts under Owner's self-insurance program; provided that, Property Insurance Costs do not include (i) the cost of deductibles or self-insured retention amounts associated with seismic-related damage or injury to the Real Property, or (ii) premiums paid or incurred in respect of any earthquake insurance covering the Real Property that the Owner obtains on or after the Effective Date unless the Non-Owning Party has given 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 Owner 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. Owner'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 Owner for the Real Property, or by Owner's participation in a joint powers authority established for the purpose of pooling self-insured claims.

"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 Building, together.

"Restricted Area" means all areas (i) within the Court Exclusive-Use Area that are not generally accessible to the public, including judges' chambers, all non-public restrooms, elevators, break rooms, and corridors, and other non-public spaces that are dedicated for use only by judges or Court staff and employees, and (ii) public areas of the Common Area and the Court Exclusive-Use Area during non-business hours that are subject to security screening during normal business hours.

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

"Security Services MOU" means the Court Security Agreement between the Lake County Sheriff's Department and the Court dated February 16, 2000, as amended from time to time.

"Share" means the AOC Share or the County Share, as determined by the context in which the term is used.

"Shared Costs" means: (i) the cost of owned or rented capital replacement items, improvements, 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 Managing Party'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 4.6 below. 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 Managing Party's Operation of the Real Property in a negligent manner or a manner that does not comply with Law. Notwithstanding anything to the contrary, Shared Costs do not include any costs relating to the Operations of the Parking Area or the Grounds Area, including without limitation the cost of any Utilities provided to the Parking Area or the Grounds Area.

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

"Term" means the term of this JOA, which commences on the Effective 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.

"Total Exclusive-Use Area" means the Court Exclusive-Use Area and the County Exclusive-Use Area, together.

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

"Vending Facility" means "vending facility" as defined in section 19626 of the California Welfare and Institution 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 has 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. The Owner may make alterations and additions to its Exclusive-Use Area as long as those alterations and additions do not unreasonably interfere with the Non-Owning Party's use of its Exclusive-Use Area and/or the Common Area. The Non-Owning Party may make alterations and additions to its Exclusive-Use Area, as long as those alterations and

additions do not unreasonably interfere with the Owner's use of its Exclusive-Use Area and/or the Common Area.

The Managing Party is responsible for the 3.2.2 Common Area. Operation of the Common Area and will provide and pay for Utilities to the Real Property under this JOA, subject to the Contributing Party's obligations under section 3.11 of this JOA. The Managing Party may make reasonable additions and alterations to the Common Area, the cost of which will be a Shared Cost, but the Managing Party must first obtain the written consent of the Contributing Party to those additions or alterations, which consent will not be unreasonably withheld, conditioned, or delayed. If the Contributing Party neither consents, nor provides to the Managing Party a reasonablydetailed description of its reasons for withholding its consent, within 30 days after the Contributing Party's receipt of the Managing Party's request for consent to the Common Area additions or alterations, the Contributing Party will be deemed to have consented, and will be responsible to pay its Share of the costs and expenses incurred by the Managing Party in making the Common Area alterations or additions described in the Managing Party's request for consent. Notwithstanding that the Grounds Area and the Parking Area are included within the definition of Common Area, the County is responsible for the Operation of the Parking Area and the Grounds Area, at its sole cost and expense, and the costs and expenses incurred by the County for Operation of the Grounds Area and the Parking Area will not be included as a Shared Cost.

3.2.3 Correction of Deficiencies.

- 3.2.3.1 <u>Deficiency</u>. Upon the Managing Party's discovery of a Deficiency, the Managing Party must either (i) correct the Deficiency within 10 days, or (ii) if the Deficiency is a Major Deficiency, send a written notice to the Contributing Party, 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").
- Party may at any time, but is not obligated to, send a written notice to the Managing Party describing the Deficiency (the "Contributing Party Deficiency Notice"). Upon receipt of any Contributing Party Deficiency Notice, the Managing Party must either: (i) correct the Deficiency by no later than 10 days after the Managing Party's receipt of the Contributing Party Deficiency Notice; or (ii) within three business days after the Managing Party's receipt of the Contributing Party Deficiency Notice, send a Major Deficiency Notice to the Contributing Party.
- 3.2.3.3 <u>Contributing Party's Right to Correct</u>. If the Managing Party neither corrects the Deficiency nor sends a Major Deficiency Notice within the time periods provided in section 3.2.3.2, then the Contributing Party 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 Contributing Party corrects the Deficiency, the Contributing Party will be entitled to reimbursement from the Managing Party, under section 3.2.3.4, below, of the Managing Party's Share of the actual costs incurred by the Contributing Party to correct the Deficiency, whether or not the Deficiency is a Major Deficiency.

- 3.2.3.4 <u>Correcting Party; Reimbursement</u>. 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 Share of the actual costs that the Correcting Party incurs in correcting each Deficiency, as follows:
- (a) If the Correcting Party is the Managing Party, the Correcting Party will be reimbursed for the non-correcting Party's Share of the actual costs to correct the Deficiency under section 3.11 of this JOA; provided, however, that in the event of a Major Deficiency, the Managing Party will not be entitled to reimbursement from the Contributing Party of any amount greater than the Contributing Party's 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 Contributing Party, the Managing Party will reimburse the Contributing Party for the Managing Party's Share of the costs to correct the Deficiency within 30 days after the Contributing Party has delivered to the Managing Party 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 Share of the costs of correction, the Correcting Party may offset the non-correcting Party's 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.
- 3.2.3.5 <u>Major Deficiency Correction Plan</u>. If the Managing Party at any time sends the Contributing Party 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 Contributing Party'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 Managing Party does not thereafter complete the correction of the Major Deficiency in accordance with the Correction Plan, the Contributing Party 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 Managing Party's Share of the actual costs of correcting the Deficiency under section 3.2.3.4(b) of this JOA.

- 3.2.3.6 <u>Not Applicable to Emergencies</u>. This section 3.2.3 will not apply to any Deficiency that: (i) arises from an Emergency, <u>and</u> (ii) constitutes an imminent threat (a) to life, safety, health, or security, (b) of reduction in the value of the Contributing Party's Exclusive-Use Area or the Common Area, or (c) to the preservation of the Contributing Party's files, records, and documents located in the Building. Rather, those Deficiencies will be governed by section 3.2.4 of this JOA. Any Deficiency that arises from an Emergency, but that <u>does not</u> 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 Parties must immediately notify one another of the Emergency by telephone or any other means reasonable under the circumstances. The Managing Party 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 Contributing Party's Exclusive-Use Area or the Common Area, or (c) to the preservation of the Contributing Party's files, records, and documents located in the Building. If the Managing Party does not immediately correct any such Deficiency arising from an Emergency, the Contributing Party 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 Managing Party, and will notify the Managing Party 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 Share of the actual cost of correcting the Emergency pursuant to section 3.11 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 County is responsible for the Operation of the Parking Area, at its sole cost and expense. At all times after Transfer, the Court's judges, staff, and Court users will have the right to use and occupy the Court Parking and the Common Parking in the Parking Area. After Transfer, if any of the Court Parking or Common Parking becomes unavailable for Court use due to any action or omission of the County, or if the County wishes to relocate any of the Court Parking or Common-Parking, the County must provide, at the County's sole cost, alternate parking for the Court of comparable convenience to the Building, and of at least the same number and type of spaces, as the Court Parking and Common Parking. The County must consult with the Court and the AOC before any relocation of the Common Parking or Court Parking, and the County must obtain the prior, written consent of the AOC, which consent will not be

unreasonably withheld, before relocating any of the Court Parking or Common Parking spaces. The Parties will use the Common Parking spaces on a first-come, first-served basis. The AOC will cause the Court's judges, staff, employees, jurors, contractors, invitees, licensees, and patrons to park only in the Court Parking and the Common Parking areas, and the County will cause its staff, employees, contractors, invitees, licensees, and patrons to park only in the County Parking and Common Parking areas. If a Party gives written notice to the other that the employees or patrons of the other Party are parking in its portion of the Parking Area, the violating Party will promptly remedy those violations.

- 3.4 <u>Cooperation</u>. 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 Owner will cooperate in good faith with, and ensure that, the Non-Owning Party can exercise its rights and 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.
- 3.4.1 <u>Conference Rooms</u>. Notwithstanding anything to the contrary set forth in this JOA or the Agreement, the parties hereby acknowledge and agree that the Court shall have the right to continue to use certain conference rooms located in the County Exclusive-Use Area, subject to availability, provided that such use is reasonably consistent with the Court's use of such conference rooms prior to the Effective Date.
- 3.4.2 <u>Photocopy Machine</u>. Notwithstanding anything to the contrary set forth in this JOA or the Agreement, the parties hereby acknowledge and agree that the County shall have the right to continue to use that certain photocopy machine that is leased by the County as of the Effective Date and located in the Court Exclusive-Use Area.
- 3.5 <u>Security-Related Areas</u>. The County will remain responsible for the secure entry, exit, transport, and holding of prisoners attending Court sessions to, from, in, and through the Security-Related Areas, including without limitation the Bridge and the County detention facility located adjacent to the Building, under the Security Services MOU, and will have the right to enter the Court Exclusive-Use Area as reasonably necessary for that purpose.
- 3.5.1 <u>Holding Cells</u>. The Parties acknowledge and agree that, from and after the Closing Date, the County will continue to be responsible for the operation, maintenance, repair, and administration of certain holding cells, located in the County detention facility adjacent to the Building, in connection with the temporary custody of prisoners attending Court sessions in the Court Facility. If, for any reason, the Court

relocates from the Building and begins to conduct Court operations in a New Courthouse, the Parties hereby agree as follows:

- 3.5.1.1 The County may elect to continue to provide the existing holding cells, which are owned and operated by the County, at the County's sole cost and expense, in an amount and size that is sufficient to provide adequate holding cell facilities to the New Courthouse, as determined by the AOC in its reasonable discretion; or
- 3.5.1.2 The County may elect to discontinue providing the existing holding cells from and after the date of the Court's occupancy and use of the New Courthouse, and be relieved of its responsibility to continue to provide holding cells for the New Courthouse, provided that the annual County Facilities Payment amount is increased by an amount equal to \$1,088, which the Parties agree represents the County's actual annual costs and expenses associated with providing said holding cells in connection with the Court Facility.
- 3.6 Occupancy Agreements. Each Party is responsible for all Occupancy Agreements affecting its Exclusive-Use Area, and Owner is responsible for all Occupancy Agreements affecting 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 income arising from it.
- 3.7 <u>Obtaining Equipment Permits</u>. The Managing Party is responsible for maintaining and renewing the Equipment Permits.
- Information Technology and Telephone Equipment. The Managing Party 3.8 is responsible for the Operation of those portions of the telecommunications system serving the Building that are shared by the Parties or that do not exclusively serve the Court Exclusive-Use Area or the County Exclusive-Use Area. The Managing Party will continue to provide telecommunications services to the State Parties, for the benefit of the Court in the Court Facility, on the same terms and conditions under which the telecommunications services were provided as of the Closing Date. The terms and conditions of the telecommunications services provided by the County as set forth in the preceding sentence shall be subject to change upon the execution by the County and the Court of a written agreement setting forth such changed terms and conditions. The AOC and the County will each be responsible for the Operation of their respective information technology systems, cabling and equipment in the Building. Certain components of the County's information technology cabling and equipment in the Building may be located in the Court Exclusive-Use Area and the Common Areas, and certain components of the Court's information technology cabling and equipment in the Building may be located in the County Exclusive-Use Area and the Common Areas. From and after the Transfer, each Party shall have the rights of ingress, egress, and access to the portions of the

Building occupied by the other Party, as each Party may reasonably require in connection with its continued Operation of its information technology cabling and equipment located in the other Party's portion of the Building.

3.8.1 <u>Installation of Separate Telecommunications System.</u>
Notwithstanding anything to the contrary set forth in this JOA or in the Agreement, the Parties acknowledge and agree that from and after the Closing Date, the Contributing Party may elect to install and operate a separate telecommunications system for the exclusive use of the Court, subject to the consent of the Managing Party, which consent will not be unreasonably withheld, conditioned, or delayed. After obtaining the consent of the Managing Party, the Contributing Party may enter the County Exclusive-Use Area and the Common Area to the extent necessary for the purpose of installing, operating and maintaining the Court's separate telecommunications system.

3.9 Criminal Background Screening.

- 3.9.1 Access to Restricted Areas. Unless a person is responding to and correcting a Deficiency arising from an Emergency under section 3.2.4 of this JOA, only County employees and County Contractor employees who are screened and approved pursuant to section 3.9.2 of this JOA ("Approved Persons") may have unescorted access to Restricted Areas. Unscreened County employees and unscreened County Contractor employees may access Restricted Areas if they are escorted and monitored by any of the following: (1) an Approved Person, or (2) an employee of the Court if the Court's Executive Officer, or their designee, consents to a Court employee escorting and monitoring the unscreened person. The Managing Party must take all reasonable steps to ensure that Operation in and of all Restricted Areas is at all times consistent with this section 3.9.
- 3.9.2 <u>Screening and Approval Process</u>. When conducting screenings of County employees and County Contractor employees, Managing Party must utilize a Live Scan background check or, if the Live Scan system becomes unavailable during the Term of this JOA, by other similar or successor system. **Attachment** "5" to this JOA sets forth the criteria for approval of a County employee or County Contractor employee based on the results of the screening. In lieu of the Managing Party conducting the screening and approval process set forth herein, the Contributing Party may, but is not obligated to, conduct the screening and approval of County employees or County Contractor employees that have access to the Restricted Areas, and, in such event, County agrees to cooperate with the AOC with respect to the screening of County employees or County Contractor employees that access the Restricted Areas.
- 3.9.3 <u>Identification of Approved Persons</u>. The County must issue and provide an identification badge to each Approved Person bearing the Approved Person's name and picture, which badge will indicate that the Approved Person is permitted to access the Restricted Areas. If the County issues identification badges to its employees,

the County need not issue a separate badge to Approved Persons, but may affix a sticker or other marking on the existing badges of Approved Persons to indicate their right to access Restricted Areas. If the AOC has chosen to conduct the screening and approval of County employees or County Contractor employees, the AOC will either (1) notify the County if an employee is approved, whereupon the County will provide and issue an identification badge for that Approved Person, or (2) provide an identification badge for the Approved Person to the County, and the County will be responsible for issuing the identification badge to that Approved Person. All Approved Persons must wear their identification badges in a readily-visible manner whenever they are in a Restricted Area.

- 3.9.4 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 County Contractor employee who has physical access to any area which is either connected to, or contains records from, 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"). 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 <u>County Facilities Payment</u>. 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 <u>Installation of Security System</u>. Notwithstanding anything to the contrary set forth in this JOA or in the Agreement, the Parties acknowledge and agree that the Contributing Party desires to install a new security system in the Building, subject to the consent of the Managing Party, which consent will not be unreasonably withheld, conditioned, or delayed. After obtaining the consent of the Managing Party, Contributing Party may enter the County Exclusive-Use Area and the Common Area to the extent necessary for the purpose of installing, operating and maintaining the security system.

4. SHARED COSTS

4.1 <u>Payment of Estimated Shared Costs</u>. The Managing Party will make timely, direct payment of all Shared Costs owed to third parties, and the Contributing Party is responsible to reimburse the Managing Party for its Share of all Shared Costs under this section 3.11. Within 90 days after the Effective Date, and within no more than 60 days after the first day of each fiscal year thereafter (although Managing Party agrees to use its best efforts to make the following delivery within 30 days after the first day of

each fiscal year thereafter), the Managing Party will deliver to the Contributing Party a statement (the "Estimate Statement") itemizing the Estimated Shared Costs, which the Contributing Party will either comment on or approve within 30 days. If the Contributing Party disapproves any of the Estimated Shared Costs in the Estimate Statement, the Parties will promptly meet and discuss the reason for the disapproval. If the Parties reach agreement with respect to all Estimated Shared Costs, the Managing Party will, if necessary, revise the Estimate Statement, which both Parties will approve. Contributing Party is not obligated to make any payments of its Share of the Shared Costs until it has approved the Estimate Statement in writing. However, until the Contributing Party approves the Estimate Statement, it will pay its Share of the Shared Costs based on the approved Estimate Statement for the prior fiscal year, or, during the initial fiscal year of the Term, based on the County Facilities Payment. Upon approving the Estimate Statement, the Contributing Party will pay its Share of the Estimated Shared Costs based on the approved Estimate Statement, plus all additional amounts owed by the Contributing Party for the period during which the Parties were in the process of reaching agreement as to the Estimate Statement. Payment of Estimated Shared Costs will be made in equal quarterly installments on the first day of each fiscal quarter, subject to this JOA.

4.2 Payment of Actual Shared Costs. Within 30 days after the end of each fiscal quarter, the Managing Party will deliver to the Contributing Party a statement (the "Quarterly Invoice") itemizing the actual Shared Costs incurred during the previous fiscal quarter ("Actual Shared Costs"). Within 30 days after a written request by the Contributing Party, the Managing Party will also deliver to the Contributing Party copies of supporting documents for any of the Actual Shared Costs shown on the Quarterly Invoice. If the Actual Shared Costs are less than the Estimated Shared Cost for the applicable fiscal quarter, the Managing Party will refund the amount overpaid to the Contributing Party within 30 days after the Managing Party's delivery of the Quarterly Invoice, except that if the Contributing Party consents, the Managing Party may retain the overpayment and offset it against future amounts owed by the Contributing Party under this JOA. If the Actual Shared Costs are greater than the Estimated Shared Costs for the applicable fiscal quarter ("Excess Costs"), the Contributing Party will pay such Excess Costs to the Managing Party within 30 days after its receipt of the Quarterly Invoice, except that (a) if the Excess Costs are more than 10 percent of the Estimated Shared Costs for any fiscal quarter, or (b) if the Contributing Party has requested, but not received, supporting documents for any Excess Costs by 10 days prior to the date that payment is due, the Contributing Party will continue to make payment of its Share of the Shared Costs based on the Estimate Statement, or as otherwise agreed under section 4.3 of this JOA, but may defer payment of the Excess Costs (or, in the case of (b) above, the Excess Costs to which the supporting documents relate) for that fiscal quarter, until the Parties have met and reached an agreement regarding the amount of the Excess Costs, under section 3.2.3.5 or section 4.3 of this JOA, whichever is applicable.

- 4.3 Notice of Anticipated Excess Costs. Prior to incurring any Shared Cost that the Managing Party reasonably believes will result in an Excess Cost in an amount greater than 10 percent of the Estimated Shared Costs shown on the Estimate Statement, the Managing Party must give written notice to the Contributing Party describing the amount and reason for that Excess Costs; except that (a) no notice must be given to the Contributing Party if the Excess Costs will be incurred to correct a Deficiency arising from an Emergency under section 3.2.4 of this JOA, and (b) if the Excess Costs will be incurred in connection with the correction of a Deficiency under section 3.2.3 of this JOA, notice of the Excess Costs, and resolution of any issues related to the Excess Costs, will be handled under section 3.2.3, and this section 4.3 will not apply. Contributing Party objects in writing to the Excess Costs within 30 days after receiving the Managing Party'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 Excess Costs during that meet and confer process, the Parties will promptly seek to resolve their dispute concerning the Excess Costs under the terms of section 11 of this JOA. If the Contributing Party does not respond to the Managing Party's notice within 30 days of receiving the notice, the Managing Party may proceed with expenditure of the Excess Cost in the amount and for the purpose described in the notice, and the Contributing Party must pay its Share of those Excess Costs.
- 4.4 The Contributing Party may, at its sole cost and upon Audit Rights. reasonable notice to the Managing Party, inspect the Managing Party's books, records, and supporting documents concerning all Actual Shared Costs incurred for up to 12 calendar months prior to the date of the Contributing Party'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 Contributing Party disputes any Actual Shared Costs for any of the immediately-preceding 12 calendar months, the Contributing Party may engage an independent certified public accountant, acceptable to both Parties, to audit the Managing Party'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 Contributing Party 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 Contributing Party must pay the entire cost of the audit. The Contributing Party'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 Parking Area and Grounds Area.

4.5.1 <u>Parking Area Costs</u>. The County is responsible, at its sole cost and expense, for all costs incurred with respect to the Operation of the Parking Area, and those costs and expenses will not be included as a Shared Cost.

- 4.5.2 <u>Grounds Area Costs</u>. The County is responsible, at its sole cost and expense, for all costs incurred with respect to the Operation of the Grounds Area, and those costs and expenses will not be included as a Shared Cost.
- 4.6 <u>Changing Certain Property Insurance Costs.</u> Owner 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-Owning Party.
- 4.7 <u>Shared Cost Notifications.</u> Notwithstanding section 12 of this JOA, all communications and notices between the Parties relating to Shared Costs including, without limitation, Estimate Statements, Quarterly Invoices, or any other communication or notice required by this section 4, 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
455 Golden Gate Avenue
San Francisco, CA 94102-3688
Attention: Nick Cimino
Regional Manager of the Bay Area and North Coast
Region of the Facilities Management Unit
Phone: (415) 865-8070

Fax: (415) 865-7524

If to the County:

County of Lake Office of Auditor-Controller Attention: Auditor-Controller 255 North Forbes Street Lakeport, CA 94533

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

5.1 Right of First Refusal and Increase of Space In Building

5.1.1 Right of First Refusal for Excess Area. At least 30 days before a Party rents or otherwise transfers to a third party all or any portion of its Exclusive-Use Area ("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 a 30 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 ("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, 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 <u>Compatible Use</u>. Each Party must use, and must require that any Occupant use, its Exclusive-Use Area in a manner that is compatible with the Parties' use of the Building 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 Managing Party 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 Building.

- 5.2.2 <u>Hazardous Substances</u>. 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, the Party that is required to vacate the 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, substantially similar to Attachment "3" attached to this JOA, 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 Share and their Equity rights in the Real Property.
- 5.5 <u>Land for Equity Exchange</u>. In the event that: (1) the Court vacates the Court Facility in connection with a relocation to a New Courthouse; (2) the County desires to purchase the AOC's Equity rights in the Building and the AOC agrees to sell to the County the AOC's Equity rights in the Building; (3) the AOC acquires the real property for the New Courthouse from the County (the "New Courthouse Land"); and (4) the AOC desires to purchase the County's Equity rights in the South Civic Center and the County agrees to sell said rights to the AOC, then the Parties may elect to proceed as follows: the appraised value of the New Courthouse Land (as determined at the time of the AOC's acquisition of the New Courthouse Land by an Appraiser approved in writing

by both Parties) and the appraised value of the County's Equity rights in the South Civic Center, may be applied as a credit towards the purchase price associated with the County's purchase of the AOC's Equity rights in the Building. In determining the purchase price of the AOC's Equity rights in the Building, nothing in this section shall limit said purchase price to the appraised value of the New Courthouse Land plus the appraised value of the County's Equity rights in the South Civic Center, nor shall the appraised value of the New Courthouse Land and the appraised value of the County's Equity rights in the South Civic Center be limited by the appraised value of the AOC's Equity rights in the Building. Nothing in this section shall require the AOC to acquire the New Courthouse Land from the County, nor shall anything in this JOA require the Parties to consummate the transaction described in this section 5.5; however, the Parties acknowledge that the potential mutual benefits of such a transaction may include reducing or eliminating the need for a cash outlay to enable each Party to acquire the respective Equity rights in the buildings described above, and for obtaining the New Courthouse Land.

5.5.1 Notwithstanding the foregoing, in the event that the AOC does not acquire the New Courthouse Land from the County in accordance with section 5.5 above, the Parties may nevertheless elect to proceed with the purchase and sale of their respective Equity rights in the Building and the South Civic Center as set forth in section 5.5 of this JOA (the "Equity Exchange"), except that the acquisition and value of the New Courthouse Land will not be considered to be a part of the Equity Exchange. Nothing in this JOA shall require the Parties to consummate the transaction described in this section 5.5.1.

6. INSURANCE

6.1 Property Insurance.

- 6.1.1 Property Insurance Policies to be Maintained. Owner 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-Owning Party's obligation to pay its portion of those costs under section 4.6 of this JOA. Owner 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.
- 6.1.2 <u>Allocation of Risk for Property Damage Claims</u>. While Owner is providing and maintaining the Property Insurance Policies, and the Non-Owning Party is paying its portion of the Property Insurance Costs under section 4.6, above, Owner will bear all of the risk arising from Property Damage Claims, and Owner hereby waives, and will cause the providers of its Property Insurance Policies to waive, all rights of recovery

against the other Party and its applicable insurer(s) for any Property Damage Claims payable under, the terms and conditions of the Property Insurance Policies. Owner will be solely and exclusively responsible to tender to the providers of its Property Insurance Policies, and to process and pursue to final resolution, any and all Property Damage Claims, and if requested by the Non-Owning Party, Owner will assign to the Non-Owning Party the Owner's rights and obligations to tender to the providers of the Property Insurance Policies, and to process and pursue to final resolution, any and all Property Damage Claims that the Non-Owning Party may have against the providers of the Owner's Property Insurance Policies, 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.

- 6.1.3 <u>Compliance with Property Insurance Policies</u>. While Owner is providing and maintaining the Property Insurance Policies under this JOA, Owner will provide the Non-Owning Party with verification that the Property Insurance Policies are in full force and effect and, at the request of the Non-Owning 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 County 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 Owner has provided to the Non-Owning Party.
- 6.1.4 Property Insurance Proceeds; Claims in Excess of Insurance Limits. Upon the occurrence of any Property Loss, each Party will be entitled to the applicable proceeds from the Property Insurance Policies to the extent the Property Loss is attributable to its Exclusive-Use Area or its Share of the Common Area, subject to section 7, below. If one or more Property Damage Claims is fully and finally resolved in an amount that exceeds the total limits of all of the Property Insurance Policies, or if any Property Loss is not covered by the Property Insurance Policies through no fault of Owner, then if both Parties elect to restore or replace the damaged portions of the Real Property ("Damaged Property") under section 7 below, 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 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 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 Shares. With respect to the uninsured \$250,000 portion of the Property Damage Claim, the AOC would be responsible to pay (subject to section 7, below) \$100,000 (40 percent of \$250,000) in respect of its Exclusive-Use Area, plus an

amount equal to the 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 under section 7, below) the balance of the uninsured loss. The Owner will assign and deliver to the other Party all insurance proceeds owed to the other Party effective upon its receipt of those proceeds.

6.1.5 No Waiver of Equity Rights. The provisions of section 6.1.4 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 <u>Incident Reports</u>. The Managing Party will maintain copies of any Incident reports that it prepares for a period of five years, and at the request of the Contributing Party, the Managing Party will provide the Contributing Party 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 Agreement. 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 <u>Workers' Compensation Coverage</u>. 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 <u>Damage or Destruction Event</u>. If, due to Property Loss, 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 section 5.5, 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.
- 7.2 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 6.1.4, above. If the Parties restore or replace the Damaged Property in a way that results in a change to the Parties' 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.
- 7.3 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 6.1.4, 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. Those insurance proceeds will only be used in accordance with the Parties' final resolution of those issues.
- 7.4 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 6.1.4. If any of the Non-Owning Party's Exclusive-Use Area 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, determined in the

manner described in section 5.3 of this JOA, except that all insurance proceeds the Non-Owning 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 Owner to the Non-Owning Party for its Equity rights in the uninhabitable parts of its Exclusive-Use Area. To the extent covered by the terms of the Property Insurance Policies, the Non-Owning Party will be entitled to that portion of the proceeds from the Property Damage Claim that is directly related to compensation for the Non-Owning Parties' relocation costs arising from the Property Loss. If the Non-Owning Party will no longer occupy the Building due to Property Loss that neither Party elects to restore or replace, then when the Non-Owning Party has been compensated for its Equity rights under this section 7.4, the Parties will terminate this JOA by signing a Termination Agreement and recording it in the County Recorder's Office.

8. INDEMNIFICATION

- 8.1 <u>Indemnification Obligation of State Parties</u>. 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 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 <u>Indemnification Obligation of County Parties</u>. 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 <u>Indemnified Party's Participation</u>. 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 <u>Effect of Indemnification Rights</u>. 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.

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 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 11 of the Agreement, which terms are incorporated into this JOA as though fully set forth herein.

12. NOTICES

Subject to section 0 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 12 of the Agreement, which terms are incorporated into this JOA as though fully set forth herein.

13. MISCELLANEOUS

13.1 <u>Waivers</u>. 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 <u>Force Majeure</u>. 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 <u>Assignment</u>. 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 <u>Binding Effect</u>. This JOA binds the Parties and their permitted successors and assigns.
- 13.5 <u>Third Parties Benefited</u>. The Court is an intended beneficiary of all provisions of this JOA for the benefit of the AOC.
- 13.6 <u>Construction</u>. 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 draftsperson. 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 <u>Integration: Amendments</u>. 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 <u>Incorporation By Reference</u>. 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 <u>Severability</u>. 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 <u>Further Assurances</u>. 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 <u>Conflicts Between JOA and Agreement; Capitalized Terms</u>. 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 <u>Signature Authority</u>. The individuals signing this JOA on behalf of the AOC and the County certify that they are authorized to do so.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

I agree to the terms of this JOA.

APPROVED AS TO FORM: Administrative Office of the Courts, Office of the General Counsel	JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
By: 25 25 Name: Kenneth Levy Title: Attorney Date: 7/10/08	By:
ATTEST: Kelly F. Cox, Clerk of the Board By: Mary June Deputy	COUNTY OF LAKE, a political subdivision of the State of California By: Name: Ed Robey Title: Chair, Board of Supervisors Date: State Sta
APPROVED AS TO FORM: Lake County, Office of the County	AND OF SUPERVISOR



LIST OF ATTACHMENTS

Attachment "1"	Legal Description of Land
Attachment "2"	Site Plan/Parking Plan and Floor Plan
Attachment "3"	Form of Equity Rights Purchase Agreement
Attachment "4"	Form of Termination of Joint Occupancy Agreement
Attachment "5"	Criteria for Approving County Employees and County Contractors with Respect to Background Checks

ATTACHMENT "1" TO JOA

LEGAL DESCRIPTION OF LAND

The land referred to herein below is situated in the City of Lakeport, County of Lake, State of California and is described as follows:

PARCEL ONE:

The North half of Lots 2 and 3 in Block 12, as shown on that certain map entitled "LAKEPORT", filed in the office of the County Recorder of said Lake County on February 17, 1871 in Book 1 of Town Maps, at Page 1.

Also all that portion of High Street as contained in that certain Resolution No. 594, Abandoning Portions of City Streets, recorded December 6, 1966 in Book 510, at Page 422, Official Records.

PARCEL TWO:

Lot(s) 1, Block 12 as shown on that certain map entitled "LAKEPORT", filed in the office of the County Recorder of said Lake County on February 17, 1871 in Book 1 of Town Maps, at Page 1.

PARCEL THREE:

Lot(s) 4, Block 12 as shown on that certain map entitled "LAKEPORT", filed in the office of the County Recorder of said Lake County on February 17, 1871 in Book 1 of Town Maps, at Page 1.

Also all that portion of High Street as contained in that certain Resolution No. 594, Abandoning Portions of City Streets, recorded December 6, 1966 in Book 510, at Page 422, Official Records.

PARCEL FOUR:

The South one-half of Lots 2 and 3 in Block 12, as shown on that certain map entitled "LAKEPORT", filed in the office of the County Recorder of said Lake County on February 17, 1871 in Book 1 of Town Maps, at Page 1.

Also all that portion of High Street as contained in that certain Resolution No. 594, Abandoning Portions of City Streets, recorded December 6, 1966 in Book 510, at Page 422, Official Records.

APN: 025-401-05

ATTACHMENT "2" TO JOA SITE PLAN/PARKING PLAN AND FLOOR PLAN

[see attached]

ATTACHMENT "3" TO JOA

FORM OF EQUITY RIGHTS PURCHASE AGREEMENT

1. PURPOSE

The Judicial Council of California ("Council"), Administrative Office of the Courts (together, the "AOC"), and the County of Lake ("County") enter into this Agreement under section 70344(b) of the Trial Court Facilities Act of 2002, Government Code section 70301, et seq., as it exists as of the Effective Date (the "Act"), to set forth the terms and conditions for the purchase of Equity Rights in the Real Property.

2. **DEFINITIONS**

"Agreement" means this Equity Rights Purchase Agreement.

"Building" means the "Building" as defined in the Transfer Agreement.

"Common Area" means the "Common Area" as defined in the Transfer Agreement.

"Compensation" means the amount paid by the Majority Occupant to the Minority Occupant in exchange for the Minority Occupant's Equity Rights.

"Court Facility" means the trial court facility commonly known as the Lakeport Courthouse, as further defined in the Transfer Agreement.

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

"Equity" means "equity" as used in section 70344(b) of the Act.

"Equity Purchase" means the Majority Occupant's purchase of the Minority Occupant's Equity Rights in the Real Property under section 70344(b) of the Act and this Agreement.

"Equity Rights" means (1) all rights, interests, and entitlement of the Minority Occupant in and to the _____ square feet of space in the Building that is occupied exclusively by the Minority Occupant on the Effective Date, and which space comprises approximately ____ percent of the total Building square footage, as depicted on Exhibit "A" attached to this Agreement, and (2) all non-exclusive rights, interests, and entitlement of the Minority Occupant in and to the Common Area.

Attachment 3-1

Court Facility: #17-A3 TOR (Shared Facility)

"Grant Deed" means the "Grant Deed" as defined in the Transfer Agreement.

"Majority Occupant" means the Party that occupies 80 percent or more of the total Building square footage on the Effective Date of this Agreement. For purposes of this Agreement, the [AOC/County] is the Majority Occupant.

"Minority Occupant" means the Party that occupies 20 percent or less of the total Building square footage on the Effective Date of this Agreement. For purposes of this Agreement, the [AOC/County] is the Minority Occupant.

"Party" means the AOC or the County, and "Parties" means the AOC and the County.

"Real Property" means the "Real Property" as defined in the Transfer Agreement.

"Transfer Agreement" means the Transfer Agreement For the Transfer of Responsibility For Court Facility, and all attached Exhibits and Schedules, dated as of ______, 20___, which sets forth the terms for the transfer of responsibility for and the transfer of title to the Court Facility under the Act.

3. PURCHASE OF EQUITY RIGHTS

- 3.1 Exercise of Vacate Right. The Majority Occupant has elected to exercise its right to require the Minority Occupant to vacate the Building under section 70344(b) of the Act and has given the Minority Occupant reasonable notice of its election to so exercise.
- 3.2 <u>Compensation</u>. The Compensation for the Equity Purchase is \$_____, which amount will be paid by the Majority Occupant to the Minority Occupant [in a lump sum on the earlier of (1) the date that the Minority Occupant actually vacates the Building, or (2) the date on which the Grant Deed is recorded in connection with the transfer of title under the Transfer Agreement.] **OR** [describe].
- 3.3 <u>Relocation Costs</u>. The Majority Occupant will be responsible for the moving expenses of the Minority Occupant at the fair market rate. The Majority Occupant will, at its sole expense, make arrangements for the furniture, equipment, supplies, and other personal property of the Minority Occupant that are located in the Building to be packed and moved, by a professional business relocation service, from the Real Property to the alternate location specified by the Minority Occupant or, at the sole option of the Minority Occupant, the Minority Occupant may engage its own moving and relocation company to perform its move and the Majority Occupant will reimburse the

- 3.4 <u>Rights and Responsibilities</u>. Upon completion of the Equity Purchase, the rights and responsibilities of the Parties in respect of the Equity Rights purchased by the Majority Occupant will be as set forth in the Transfer Agreement.
- 3.5 <u>Representations and Warranties</u>. Each Party makes the following representations and warranties to the other to the best of its knowledge after reasonable investigation and inquiry:
- 3.5.1 The Compensation is equal to the fair market value of the Minority Occupant's Equity Rights in the Real Property;
- 3.5.2 The person who has signed this Agreement on behalf of the Party has been duly authorized and empowered, by a resolution or other formal action of the Party, to sign this Agreement on its behalf, and no other or further approval or consent is required to authorize or empower the Party to enter into and perform this Agreement; and
- 3.5.3 This Agreement and the Equity Purchase contemplated in this Agreement do not and will not violate any agreement, obligation, or court order by which the Party is bound or to which it or its assets is subject.

4. CLOSING THE EQUITY PURCHASE TRANSACTION

- 4.1 <u>Delivery of Signed Agreement</u>. The last Party to sign this Agreement must deliver to the AOC, within three business days after signing, ____ fully-signed originals of this Agreement.
- 4.2 When the Equity Purchase Takes Effect. The Equity Purchase will be effective and deemed consummated immediately and automatically upon the Majority Occupant's payment of the Compensation to the Minority Occupant, whether or not the Minority Occupant has then vacated the Real Property.

- 4.3 When Minority Occupant Must Vacate the Real Property. The Minority Occupant agrees that it will entirely vacate its occupancy of the Real Property by no later than ______, 200__. If the Minority Occupant fails to complete its vacation the Real Property by ______, 200__ through no fault of the Majority Occupant, the Minority Occupant will be deemed to have fully and forever waived and relinquished its rights, under section 70344(b) of the Act and section 3.3 of this Agreement, to require the Majority Occupant to pay the Minority Occupant's relocation costs.
- 4.4 <u>Delivery of Possession</u>. When the Equity Purchase has been completed and the Minority Occupant has vacated the Real Property, the Minority Occupant will deliver to the Majority Occupant possession and control of the Equity Rights, and the Minority Occupant will thereafter have no right, claim, or interest in the Equity Rights whatsoever.

5. MISCELLANEOUS

- 5.1 <u>Dispute Resolution</u>. Any dispute between the Parties concerning this Agreement must be resolved under the terms for "Dispute Resolution" in section 11 of the Transfer Agreement.
- 5.2 <u>Amendments</u>. This Agreement may be amended only by written agreement signed by both of the Parties.
- 5.3 <u>Waivers</u>. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by both Parties. Waiver by either Party at any time of any breach of this Agreement cannot be deemed a waiver of or consent to a breach of the same or any other provision of this Agreement. If a Party's action requires the consent or approval of the other Party, that consent or approval on any one occasion cannot be deemed a consent to or approval of that action on any later occasion or a consent or approval of any other action.
- 5.4 <u>Binding Effect</u>. This Agreement binds the Parties and their permitted successors and assigns. The State Parties are intended beneficiaries of all provisions of this Agreement for the benefit of the AOC. Otherwise, this Agreement is for the benefit only of the Parties, and no third parties are intended to be benefited by this Agreement.
- 5.5 Governing Law. This Agreement, and the Parties' performance under this Agreement, will be exclusively governed by the laws of the State without regard to its conflict of law provisions.
- 5.6 <u>Construction</u>. The headings used in this Agreement are for convenience only and will not affect the meaning or interpretation of this Agreement. This Agreement will not be construed against any Party as the principal draftsperson. 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.

- 5.7 <u>Integration</u>. This Agreement and the Transfer Agreement contain the entire agreement of the Parties with respect to the Equity Purchase, and supersede all previous and concurrent communications, understandings, and agreements, whether verbal, written, express, or implied, between the Parties concerning the subject matter of this Agreement.
- 5.8 <u>Capitalized Terms</u>. Any capitalized terms that are not otherwise defined in this Agreement will have the meanings given to them in the Transfer Agreement.
- 5.9 <u>Severability</u>. If any term of this Agreement is inconsistent with applicable law, then upon the request of either Party, the Parties will promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with Law, but all parts of this Agreement not affected by the inconsistency will remain in full force and effect.
- 5.10 <u>Further Assurances</u>. The County and the AOC agree to cooperate reasonably and in good faith with one another to (1) implement the terms of this Agreement, and (2) consummate the Equity Purchase, and will execute any further agreements and perform any additional acts that are reasonably necessary to carry out the terms of this Agreement.
- 5.11 <u>Notices</u>. Any notices or other communications to be sent by one Party to the other under this Agreement will be sent and deemed received in accordance with the "Notices" provision of section 12 of the Transfer Agreement.

[SIGNATURES TO IMMEDIATELY FOLLOW]

I agree to the terms of this Agreement.

APPROVED AS TO FORM: Administrative Office of the Courts, Office of the General Counsel	JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS	
Ву:	By:	
Name: Ken Levy	By:Name: Grant Walker	
Title: Attorney Date:	Title: Senior Manager, Business Services Date:	
ATTEST:	COUNTY OF LAKE, a political subdivision	
Kelly F. Cox, Clerk of the Board	of the State of California	
Ву:	Ву:	
Deputy	By:	
APPROVED AS TO FORM: Lake County, Office of the County Counsel		
By:		
Name: Anita Grant		
Title:		
Date:		

EXHIBIT "A"

Copy of Floor Plan

[see attached]

ATTACHMENT "4" TO JOA

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 Court Construction and Management
455 Golden Gate Avenue
San Francisco, CA 94102
Attn: Melvin Kennedy, Managing Attorney

Office of General Counsel – Real Estate Unit

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

APN(S): 025-401-05; County of Lake

TERMINATION OF JOINT OCCUPANCY AGREEMENT

This Termination of Joint Occupancy Agreement ("Termination") is made and entered into this _______ day of ______, 2008, by and between the Judicial Council of California, Administrative Office of the Courts ("AOC"), and the COUNTY OF LAKE ("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 Facility (the "Transfer Agreement"). Under the Transfer Agreement, the County transferred to the AOC responsibility for funding and operation of the Lakeport Courthouse, which is located in a building on certain real property in the City of Lakeport, County of Lake, State of California and having a street address of 255 North Forbes Street, Lakeport, CA 94533 (as more completely described in the Transfer Agreement, the "Real Property"). The legal description of the Real Property is attached to this Termination as Attachment 1

B. Under the Transfer Agreement, the AOC and the County also entered into a Joint Occupancy Agreement dated ______, 20___ ("JOA"), setting forth the parties' respective rights and obligations with respect to the shared occupancy and use of the Real Property.

Attachment 4-1

Court Facility: #17-A3 TOR (Shared Facility)

- 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. The JOA has now been terminated by the County and the AOC, and 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.

[SIGNATURES TO IMMEDIATELY FOLLOW]

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

APPROVED AS TO FORM: Administrative Office of the Courts, Office of the General Counsel	JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
By: Name: Kenneth Levy	By:Name: Grant Walker
Name: Kenneth Levy	Name: Grant Walker
Title: Attorney Date:	Title: Senior Manager, Business Services Date:
ATTEST:	COUNTY OF LAKE, a political subdivision of the State of California
Kelly F. Cox, Clerk of the Board	of the State of Camornia
Ву:	By:
Deputy	By: Name: Ed Robey
	Title: Chair, Board of Supervisors Date:
APPROVED AS TO FORM:	
Lake County, Office of the County Counsel	
By:	
Name: Anita Grant	
Title:	
Date:	

AOC ACKNOWLEDGEMENT

STATE OF CALIFORNI				
COUNTY OF				
On				
		nder the laws of the State of California that		
the foregoing paragraph is	true and correct.	NI		
WITNESS my hand and of	ficial seal.			
Signature		(Seal)		
STATE OF CALIFORNI COUNTY OF				
instrument and acknowled authorized capacity(ies), a	ged to me that he and that by his/he	Notary Public, who proved to me on the basis of ose name(s) is/are subscribed to the within e/she/they executed the same in his/her/their er/their signature(s) on the instrument the the person(s) acted, executed the instrument.		
I certify under PENALTY the foregoing paragraph is		nder the laws of the State of California that		
WITNESS my hand and of	ficial seal.			
Signature		(Seal)		

Attachment 4-4

Court Facility: #17-A3 TOR (Shared Facility)

COUNTY ACKNOWLEDGEMENT

STATE OF CALIFORNIA COUNTY OF				
On				
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 off	icial seal.			
Signature		(Seal)		
STATE OF CALIFORNIA COUNTY OF				
instrument and acknowledg authorized capacity(ies), as person(s), or the entity upon	the person(s) whose in ed to me that he/she/t and that by his/her/the behalf of which the per-	, Notary Public, who proved to me on the basis of name(s) is/are subscribed to the within they executed the same in his/her/their cir signature(s) on the instrument the erson(s) acted, executed the instrument.		
the foregoing paragraph is to		the laws of the State of California that		
WITNESS my hand and off	icial seal.			
Signature		(Seal)		

Attachment 4-5

Court Facility: #17-A3 TOR (Shared Facility)

EXHIBIT "1"

LEGAL DESCRIPTION OF THE REAL PROPERTY

The land referred to herein below is situated in the City of Lakeport, County of Lake, State of California and is described as follows:

PARCEL ONE:

The North half of Lots 2 and 3 in Block 12, as shown on that certain map entitled "LAKEPORT", filed in the office of the County Recorder of said Lake County on February 17, 1871 in Book 1 of Town Maps, at Page 1.

Also all that portion of High Street as contained in that certain Resolution No. 594, Abandoning Portions of City Streets, recorded December 6, 1966 in Book 510, at Page 422, Official Records.

PARCEL TWO:

Lot(s) 1, Block 12 as shown on that certain map entitled "LAKEPORT", filed in the office of the County Recorder of said Lake County on February 17, 1871 in Book 1 of Town Maps, at Page 1.

PARCEL THREE:

Lot(s) 4, Block 12 as shown on that certain map entitled "LAKEPORT", filed in the office of the County Recorder of said Lake County on February 17, 1871 in Book 1 of Town Maps, at Page 1.

Also all that portion of High Street as contained in that certain Resolution No. 594, Abandoning Portions of City Streets, recorded December 6, 1966 in Book 510, at Page 422, Official Records.

PARCEL FOUR:

The South one-half of Lots 2 and 3 in Block 12, as shown on that certain map entitled "LAKEPORT", filed in the office of the County Recorder of said Lake County on February 17, 1871 in Book 1 of Town Maps, at Page 1.

Also all that portion of High Street as contained in that certain Resolution No. 594, Abandoning Portions of City Streets, recorded December 6, 1966 in Book 510, at Page 422, Official Records.

APN: 025-401-05

ATTACHMENT "5" TO JOA

CRITERIA FOR APPROVING COUNTY EMPLOYEES AND COUNTY CONTRACTORS WITH RESPECT TO BACKGROUND CHECKS

No County employee or County Contractor may access or work unescorted in any Restricted Area of the Real Property if any of the following applies to that employee or Contractor:

- 1. Any conviction or charge pending court disposition with respect to felonies or misdemeanors involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, moral turpitude, drugs (excluding misdemeanor marijuana convictions), or sexual activity (for a list of crimes constituting moral turpitude, please see **Appendix 1** to this **Attachment "5"**).
- 2. Any conviction or charge pending court disposition involving a serious felony which is listed in Penal Code section 1192.7(c) or any violent felony which is listed in Penal Code section 667.5(c).
- 3. Any conviction or charge pending court disposition with respect to felonies or misdemeanors contributing to the delinquency of a minor.
- 4. Any conviction or charge pending court disposition with respect to felonies or misdemeanors involving mob action (a.k.a. gang activity).
- 5. Any conviction or charge pending court disposition with respect to felonies or misdemeanors involving any crime (other than a minor traffic violation) not included in paragraphs 1 through 4, above, for which the AOC's Emergency & Response Unit ("ERS") has not provided a written exemption for that conviction or pending charge.
 - 6. Outstanding bench warrant.
 - 7. Failure to appear in court within six (6) months.

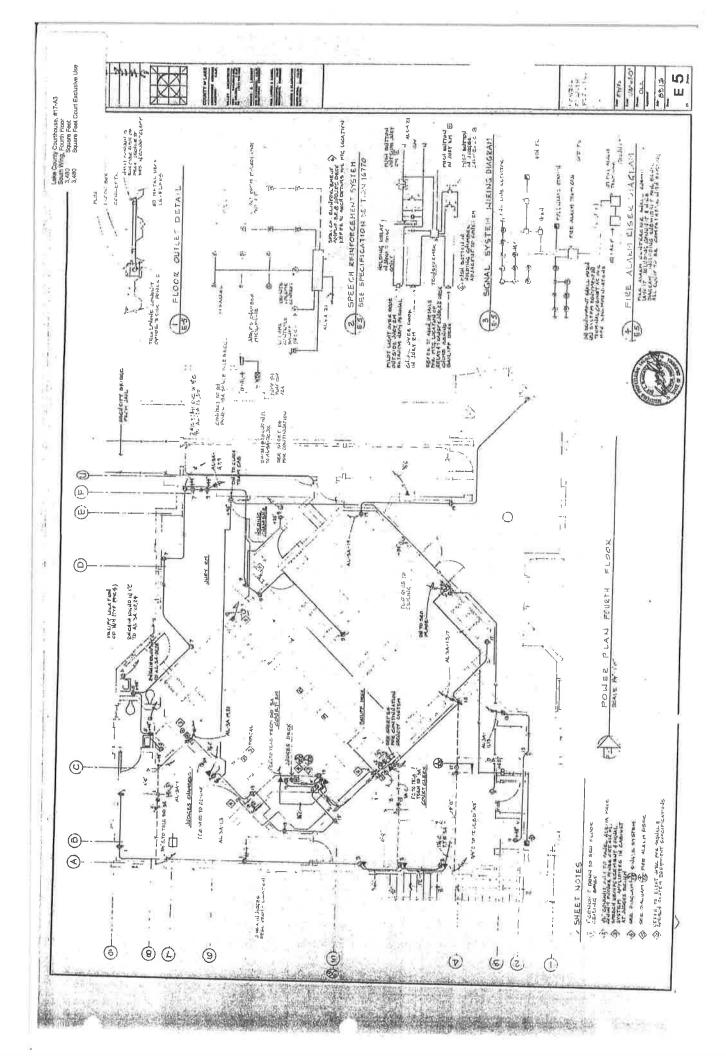
In order to obtain a written exemption with respect to paragraph 5, above, the County must submit all relevant information relating to the conviction or pending charge (e.g. type of offense, date of conviction, and sentence) to the Senior Manager of ERS. The County will <u>not</u> include the name of the employee with this information. After review of the submitted information, the Senior Manager of ERS will notify the County in writing if an exemption for that conviction or pending charge will be provided by the AOC.

For purposes of these criteria, "conviction" includes a verdict of guilty, a plea of guilty, a plea of nolo contendre, or a forfeiture of bail in municipal, superior, or federal court regardless of whether sentence is imposed by the court.

APPENDIX 1 TO ATTACHMENT "5"

The appellate courts have determined that the following crimes are crimes of moral turpitude:

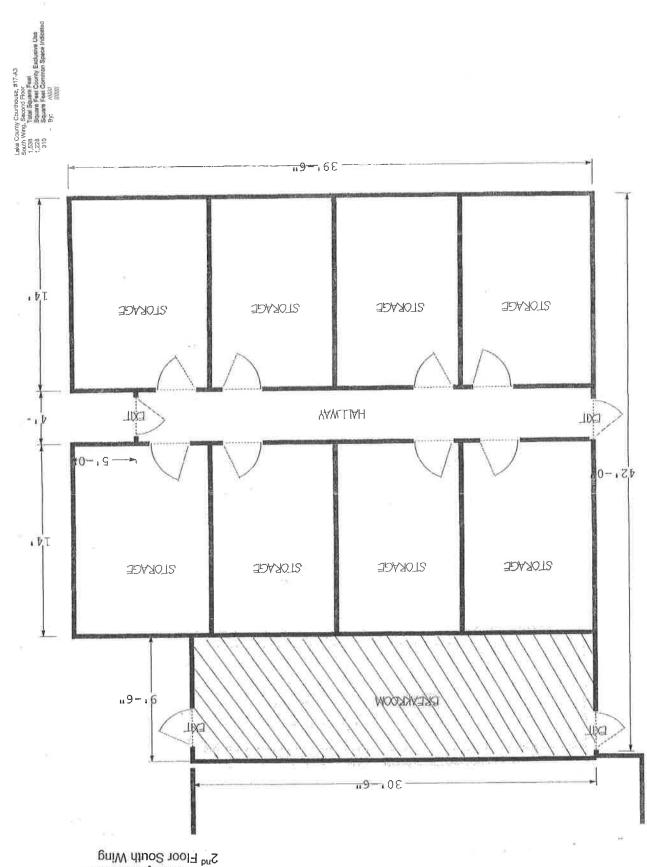
- 1. <u>Property Crimes</u>. Arson; auto theft; attempted auto theft; burglary (any degree); attempted burglary; embezzlement; forgery; grand theft; receiving stolen property; theft; and vandalism (felony).
- 2. <u>Assaultive Crimes</u>. Assault by force likely to produce grievous bodily injury; assault with deadly weapon; assault with intent to murder; assault with intent to rape; battery of non-inmate by inmate; battery on peace officer; corporal injury to child; discharge a firearm; false imprisonment; robbery; shooting at inhabited dwelling; and spousal battery.
 - 3. <u>Homicide</u>. Murder; second degree murder; and voluntary manslaughter.
- 4. <u>Sex Crimes</u>. Assault with intent to rape; indecent exposure; lewd act on child; pimping and pandering; rape; statutory rape; and sexual battery.
 - 5. Escape with or without violence; and evading a peace officer.
- 6. <u>Drug Crimes</u>. Maintaining a drug house; possession of heroin for sale; possession of marijuana for sale; sale of drugs; and transportation of controlled substance.
- 7. Weapons. Felon in possession of firearm; possession or conspiracy to possess illegal firearm; and possession of deadly weapon with intent to assault.
- 8. Other. Felony drunk driving; felony false imprisonment; felony hit and run; kidnapping; terrorist threat; bribery; extortion; and perjury.



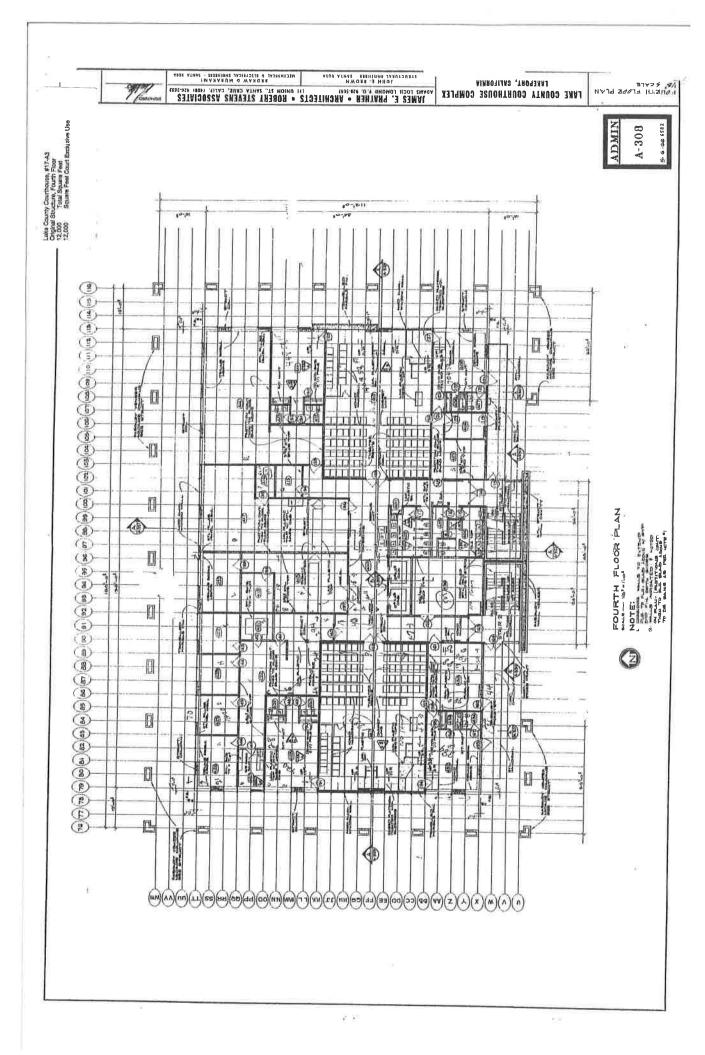
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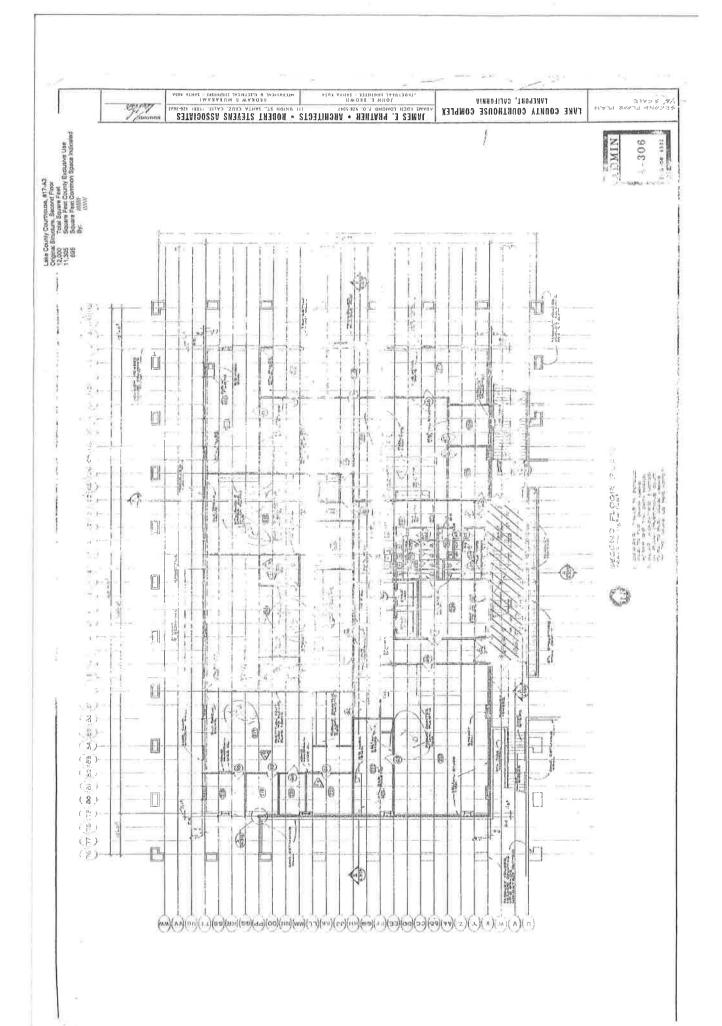


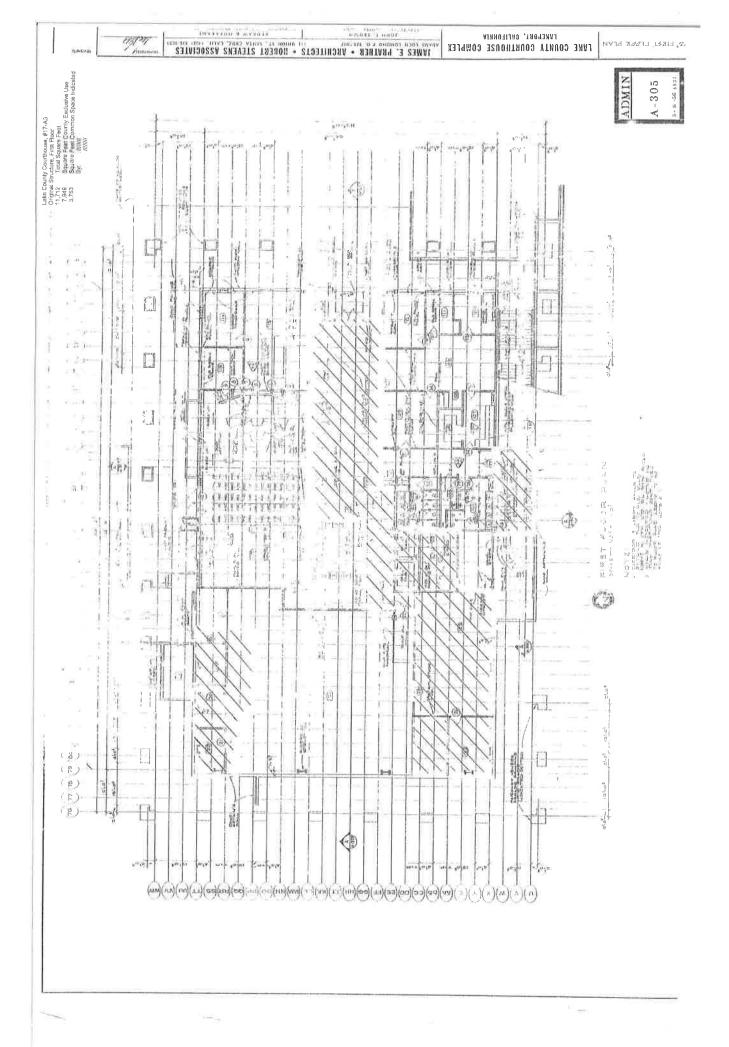
Lake County Courthouse 2nd Floor South Wing

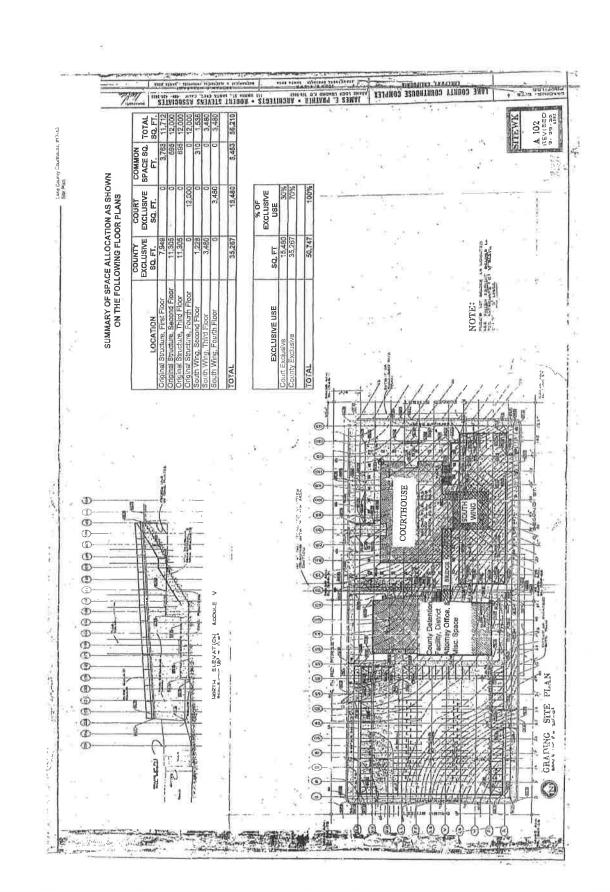


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Reserved for County Officials 19
Reserved for County Officials 3
Handleapped 4
Total 3 County Courthouse Total

Common spaces are available to County employees, Court employees and the general public on "first come, first served" basis. 5 County 1 Judge 1 County 1 Judge North 용 4 County E **DEPICTION OF PARKING AREA County Detention
Facility, District
Attorney Office, &
Misc space Lake County Courthouse
Site plan to show parking spaces
Plan drawn on a very rough scale (approximately 10" for each square) 5 County pc 6 for DA 3 hc 4 common 1 Count; Second Street: 88 West Parking Lot, Space Summary Reserved for County Officials 11 Third Street 14 common spaces 26 common spaces 26 common spaces 10 common **Brush Street**