

**EQUITY RIGHTS PURCHASE AGREEMENT
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA AND
THE COUNTY OF TULARE REGARDING
THE TULARE DIVISION COURT FACILITY**

1. PURPOSE

The Judicial Council of California (“**Judicial Council**”) and the County of Tulare (“**County**”) enter into this Agreement under section 70391 of the Trial Court Facilities Act of 2002, Government Code section 70301 et seq., as it exists on the Effective Date (“**Act**”), to set forth the terms and conditions for the purchase of Equity Rights in the Real Property, as more fully set forth herein.

2. DEFINITIONS

2.1 “**Agreement**” means this *Equity Rights Purchase Agreement*.

2.2 “**Building**” means the “Building” as defined in the Transfer Agreement and JOA in which the Court Facility is located.

2.3 “**City Transaction**” means the County’s separate transaction with the City of Tulare pursuant to which the County intends to sell to the City of Tulare, and the City of Tulare intends to purchase from the County, fee title to the Real Property; a portion of the proceeds received by the County from said County-City transaction’s escrow will be used by the County in order to pay the Compensation to the Judicial Council and complete the Equity Purchase pursuant to this Agreement.

2.4 “**Common Area**” means the “Common Area” as defined in the Transfer Agreement and JOA.

2.5 “**Compensation**” means the total amount paid by the County to the Judicial Council, along with all other promises made by and between the Parties, in exchange and consideration for the Judicial Council’s Equity Rights as further set forth herein.

2.6 “**Consummation Date**” means the later date upon which both of the following actions are completed: (i) the recording of the Relinquishment and Termination with the Tulare County Recorder’s Office; and (ii) the County’s payment in full, and the Judicial Council’s receipt, of the Compensation for the Equity Purchase.

2.7 “**Court**” means the Superior Court of California for the County of Tulare.

2.8 **“Court Exclusive-Use Area”** means the “Court Exclusive-Use Area” as defined in the Transfer Agreement and JOA.

2.9 **“Court Facility”** means the “Court Facility” as defined in the Transfer Agreement and commonly known as the Tulare Division or Tulare-Pixley Courthouse.

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

2.11 **“Equity”** means “equity” as the term and concept are used in the Act.

2.12 **“Equity Purchase”** means the Judicial Council’s disposition and relinquishment, and the County’s purchase and assumption, of the Judicial Council’s Equity Rights in the Real Property under section 70391 of the Act and this Agreement.

2.13 **“Equity Rights”** means (i) all rights, interests, and entitlement of the Judicial Council and the Court in and to the 9,837 square feet of Court Exclusive-Use Area in the Building that is occupied and used exclusively by the Court pursuant to the Transfer Agreement and JOA, and which space comprises approximately seventy percent (70%) of the Total Exclusive-Use Area in the Building, as depicted on the floor plan in **Exhibit “A”** attached to and incorporated into this Agreement; and (ii) all non-exclusive rights, interests, and entitlement of the Judicial Council and Court in and to any Common Area of the Building and Real Property.

2.14 **“Joint Occupancy Agreement”** or **“JOA”** means the *Joint Occupancy Agreement*, and all exhibits thereto, dated as of May 22, 2007, between the Parties, which sets forth the terms and conditions for the Parties’ shared possession, occupancy, and use of the Real Property.

2.15 **“Land”** means the “Land” as defined in the Transfer Agreement and JOA.

2.16 **“Party”** means the Judicial Council or the County individually, and **“Parties”** means the Judicial Council and the County collectively.

2.17 **“Real Property”** means the “Real Property” as defined in the Transfer Agreement and JOA, consisting of the Land and Building which is owned in fee title by the County and located at 425 East Kern Avenue, Tulare, California.

2.18 **“Relinquishment and Termination”** means the document titled *Relinquishment of Equity Rights and Termination of Joint Occupancy Agreement*, in the form and content attached as **Exhibit “B”** to this Agreement, which provides for the Judicial Council’s relinquishment of its Equity Rights in the Real Property and the Parties’ termination of the JOA. The Parties shall execute the Relinquishment and Termination in

counterparts concurrently with the execution of this Agreement; provided, however, that both Parties shall retain said counterparts, respectively, until ready to be deposited with the escrow officer for the City Transaction, as further set forth herein.

2.19 “**Total Exclusive-Use Area**” means the “Total Exclusive-Use Area” as defined in the Transfer Agreement and JOA.

2.20 “**Transfer Agreement**” means the *Transfer Agreement for the Transfer of Responsibility for Court Facility*, and all exhibits thereto, dated as of May 22, 2007, between the Parties which sets forth the terms and conditions for the transfer of responsibility for funding and operation of the Court Facility under the Act.

3. PURCHASE OF EQUITY RIGHTS

3.1 Disposition of Equity Rights. The County agrees to purchase from the Judicial Council, and the Judicial Council agrees to sell to the County, at the price and upon the terms and conditions set forth in this Agreement, the Judicial Council’s Equity Rights in the Building and Real Property pursuant to section 70391 of the Act and this Agreement.

3.2 Payment of Compensation; City Transaction Escrow.

3.2.1 The Compensation for the Equity Purchase is Two Hundred Seventy-Eight Thousand Five Hundred Thirty-Six Dollars (\$278,536).

3.2.2 The County shall provide for and ensure the escrow instructions for the City Transaction require that:

3.2.2.1 The County and Judicial Council must each respectively deposit directly with the City Transaction’s escrow officer that Party’s fully executed and notarized counterpart for the Relinquishment and Termination upon no less than fourteen (14) days’ prior written notice therefor from said escrow officer;

3.2.2.2 Upon the close of escrow of the City Transaction, the Compensation for the Equity Purchase shall be paid directly to the Judicial Council by the City Transaction’s escrow officer out of the County’s proceeds from the City Transaction; and

3.2.2.3 Concurrently with or subsequent to the City Transaction’s escrow officer’s issuance of the Compensation to the Judicial Council, the City Transaction’s escrow officer shall sequence and carry out the recording of the Relinquishment and Termination as appropriate to effectuate both the Equity Purchase hereunder and the City Transaction.

3.2.3 Once known and as soon as practicable, the County shall provide written notice to the Judicial Council with the name and contact information for the City Transaction's escrow officer in order for the Judicial Council to coordinate and arrange for receipt of the Compensation therefrom.

3.2.4 The Parties acknowledge and agree that in no event shall the Judicial Council be responsible or liable for any costs or expenses associated with or related in any way to the City Transaction or closing of escrow therefor, unless specifically agreed to in writing by the Judicial Council.

3.3 Visalia Courthouse Space Swap. As further part of the consideration between the Parties for this Agreement, the Parties shall execute and enter into a separate agreement concurrently with the execution of this Agreement providing for the County's transfer to the Judicial Council of the exclusive rights to 8,800 square feet of space in the court facility located at 221 South Mooney Boulevard, Visalia, California, commonly known as the Visalia Courthouse, as more fully set forth in said separate agreement.

3.4 Rights and Responsibilities. Upon completion of the Equity Purchase, the rights and responsibilities of the Parties with respect to the Equity Rights purchased by the County shall be as set forth in the Transfer Agreement and JOA.

3.5 Representations and Warranties. 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 Judicial Council's Equity Rights in the Real Property;

3.5.2 The individual(s) who executes 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 herein 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 are subject.

4. CLOSING THE EQUITY PURCHASE TRANSACTION

4.1 Delivery of Signed Agreement. The last Party to sign this Agreement must deliver one fully signed original of this Agreement to the other Party.

4.2 Consummation of Equity Purchase. The Equity Purchase will be effective and deemed consummated immediately and automatically upon the Consummation Date if all conditions therefor have been satisfied by the Parties.

4.3 Vacation of the Real Property. As of the Effective Date, the Judicial Council has entirely vacated its occupancy of the Real Property.

4.4 Delivery of Possession. Upon the completion of the Equity Purchase, the Judicial Council will deliver to the County possession and control of the Equity Rights, and the Judicial Council will thereafter have no right, claim, or interest in the Equity Rights whatsoever.

5. MISCELLANEOUS

5.1 Dispute Resolution. Any dispute between the Parties concerning this Agreement shall be resolved under the terms of section 11 of the Transfer Agreement (*Dispute Resolution*), which terms are incorporated into this Agreement as if fully set forth herein.

5.2 Amendments. This Agreement may be amended only by written agreement signed by both of the Parties.

5.3 Waivers. 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 Notices. Any notices or other communications to be sent by one Party to the other under this Agreement shall be sent to the below addresses, and shall be deemed received in accordance with the provisions of section 12 of the Transfer Agreement (*Notices*), which provisions are incorporated into this Agreement as if fully set forth herein.

If to the Judicial Council: Judicial Council of California
Facilities Services
Attention: Director
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-643-7024

With a copy to: Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-7999

If to the County: County of Tulare
Tulare County General Services Agency
Attention: Brooke Sisk, Director
2637 W. Burrell Ave., Suite 200
Visalia, CA 93291
Voice: 559-205-1104

With a copy to: County of Tulare
Tulare County General Services Agency
Attention: Property Management
2637 W. Burrell Ave., Ste. 200
Visalia, CA 93291
Voice: 559-205-1100

5.5 Binding Effect. This Agreement binds the Parties and their permitted successors and assigns. The State of California, Judicial Council of California, Court, their political subdivisions, and their respective officers, agents, and employees are intended beneficiaries of all provisions of this Agreement for the benefit of the Judicial Council. Otherwise, this Agreement is for the benefit only of the Parties, and no third parties are intended to be benefited by this Agreement.

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

5.7 Construction. 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 draftsman. The words "include" and "including" when used are not exclusive and mean "include, but are not limited to," and "including, but not limited to," respectively.

5.8 Integration. This Agreement contains the entire agreement of the Parties with respect to the Equity Purchase, and supersedes all previous and concurrent communications, understandings, and agreements, whether verbal, written, express, or implied, between the Parties concerning the subject matter of this Agreement.

5.9 Capitalized Terms. Any capitalized terms that are not otherwise defined in this Agreement will have the meanings given to them in the Transfer Agreement.

5.10 Severability. 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.

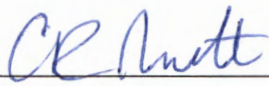
5.11 Further Assurances. The County and the Judicial Council agree to cooperate reasonably and in good faith with one another to, without limitation: (i) implement the terms of this Agreement; and (ii) timely consummate the Equity Purchase. The Parties shall execute any further agreements and perform all additional acts that are reasonably necessary to carry out the terms of this Agreement.

5.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument.

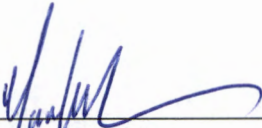
[SIGNATURES ON FOLLOWING PAGE(S)]

ACCEPTED AND AGREED TO:


APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

By: 
Name: Charles R. Martel
Title: Supervising Attorney
Date: 6-7-2021

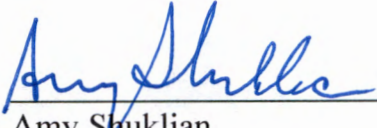
JUDICIAL COUNCIL OF CALIFORNIA

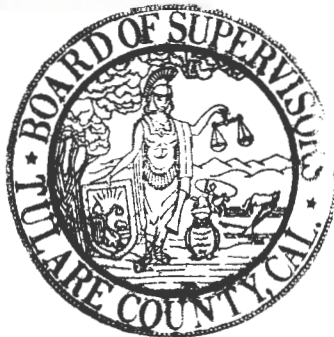
By: 
Name: Martin Hoshino
Title: Administrative Director
Date: 6-25-2021

ATTEST:
Jason T. Britt, Clerk of the Board

By: 
Name: Melinda Benton
Title: Chief Clerk
Date: 6/29/2021

**COUNTY OF TULARE,
a political subdivision of the
State of California**

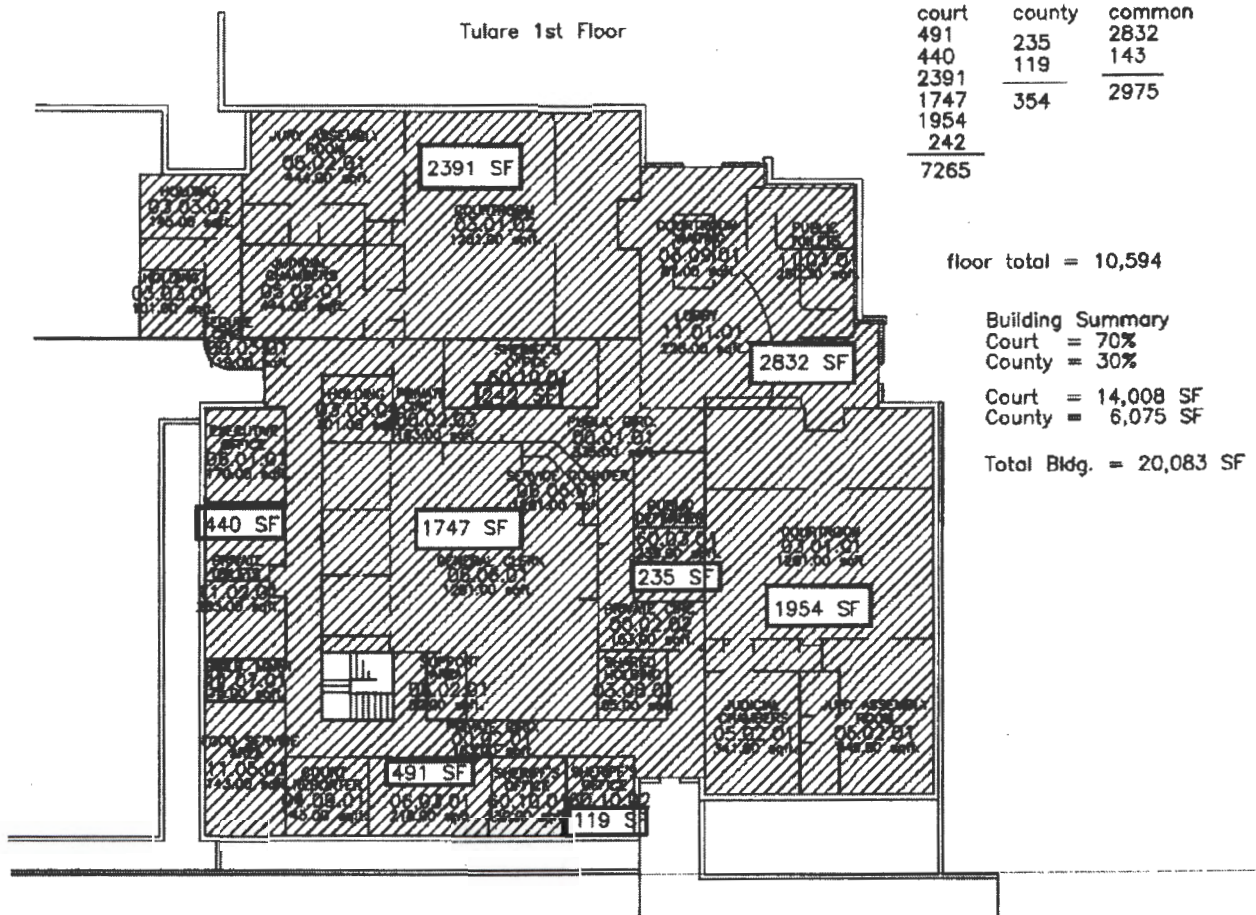
By: 
Name: Amy Shuklian
Title: Chairman
Date: 6/29/2021




COUNTY COUNSEL
Deputy

EXHIBIT "A" TO EQUITY RIGHTS PURCHASE AGREEMENT

FLOOR PLANS



Tulare 2nd Floor

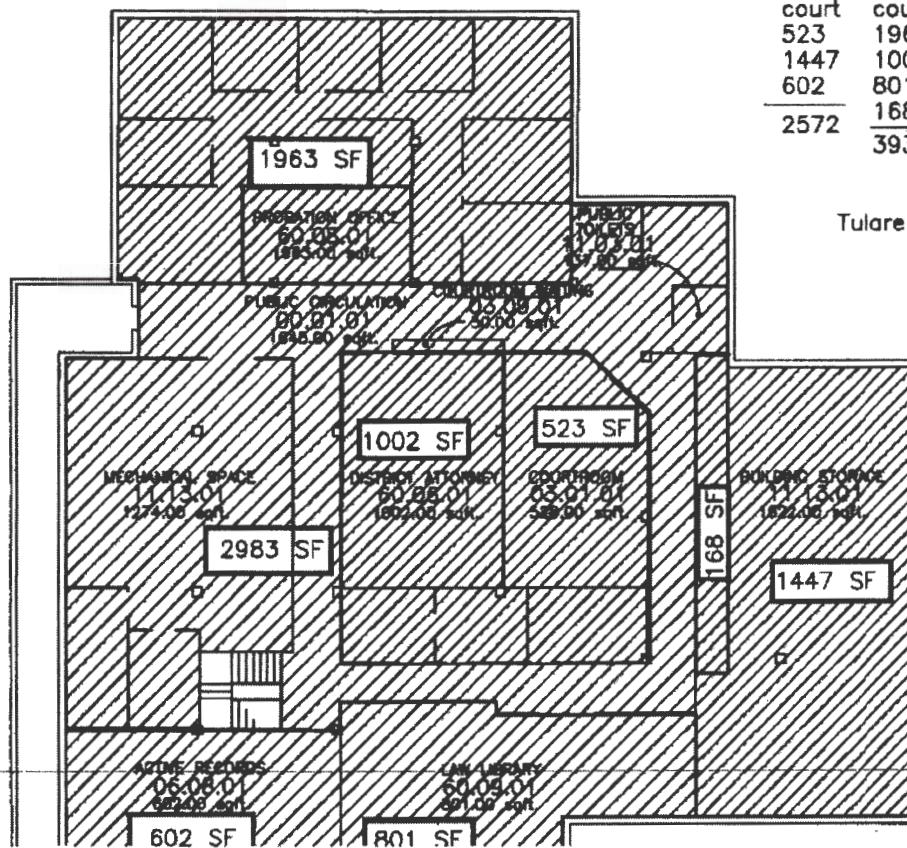


EXHIBIT “B” TO
EQUITY RIGHTS PURCHASE AGREEMENT
FORM OF RELINQUISHMENT AND TERMINATION

The Relinquishment and Termination shall be substantially similar to the attached form.

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

STATE OF CALIFORNIA
c/o Judicial Council of California
Facilities Services
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Attn: Manager, Real Estate

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383 AND DOCUMENTARY
TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

APN: 176-062-014; County of Tulare

**RELINQUISHMENT OF EQUITY RIGHTS AND
TERMINATION OF JOINT OCCUPANCY AGREEMENT**

This Relinquishment of Equity Rights and Termination of Joint Occupancy Agreement (“**Relinquishment & Termination**”) is made and entered into as of _____, 20__ (“**Execution Date**”), by and between the Judicial Council of California (“**Judicial Council**”) and the County of Tulare (“**County**”). The Judicial Council and the County each constitute a “**Party**” and collectively constitute the “**Parties**” to this Relinquishment & Termination.

RECITALS

A. On May 22, 2007, the Judicial Council and County entered into that certain Transfer Agreement for the Transfer of Responsibility for Court Facility (“**Transfer Agreement**”). Under the Transfer Agreement, the County transferred to the Judicial Council responsibility for funding and operation of the Superior Court of California for the County of Tulare’s (“**Court**”) court facility commonly known as the Tulare Division or Tulare-Pixley Courthouse, which is located in a building (“**Building**”) on certain real property owned by the County in the City of Tulare, County of Tulare, State of California, having a street address of 425 East Kern Avenue (as more fully described in the Transfer Agreement, the “**Real Property**”). The legal description of the Real Property is attached to this Relinquishment & Termination as **Attachment “1”** and incorporated herein.

B. Under the Transfer Agreement, the Judicial Council and County also entered into that certain Joint Occupancy Agreement, dated May 22, 2007 (“**JOA**”), setting forth the terms and conditions for the Parties’ shared possession, occupancy, and use of the Real Property.

C. To memorialize the Parties’ respective rights and duties under the JOA, the Parties executed that certain Memorandum of Joint Occupancy Agreement, which was

recorded in the Official Records of Tulare County on May 24, 2007, as Document No. 2007-0049202 ("**Memorandum**").

D. The Parties subsequently entered into that certain Equity Rights Purchase Agreement, dated _____, 20__ ("**Equity Purchase Agreement**"), under which the County purchased from the Judicial Council, and the Judicial Council sold to the County pursuant to section 70391 of the Trial Court Facilities Act of 2002, Government Code section 70301 et seq.: (i) all rights, interests, and entitlement of the Judicial Council and the Court in and to the 9,837 square feet of Court Exclusive-Use Area in the Building that was occupied and used exclusively by the Court pursuant to the Transfer Agreement and JOA, and which space comprised approximately seventy percent (70%) of the Total Exclusive-Use Area in the Building (as those terms are defined in the JOA); and (ii) all non-exclusive rights, interests, and entitlement of the Judicial Council and the Court in and to any Commons Area of the Building and Real Property (as defined in the JOA) (collectively, the "**Equity Rights**").

E. As a consequence of the Equity Rights Purchase Agreement, the JOA will terminate in accordance therewith by the Parties, and will no longer be of any force or effect.

F. The Judicial Council and the County now wish to record this Relinquishment & Termination to effectuate the Judicial Council's relinquishment of the Judicial Council's Equity Rights in the Real Property to the County, and to memorialize the termination of both the JOA and the Memorandum.

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

1. Effective Date. Notwithstanding the Execution Date, this Relinquishment & Termination shall not become effective until the date upon which the County has paid in full the Compensation for the Judicial Council's Equity Rights pursuant to and as defined in the Equity Purchase Agreement ("**Effective Date**").

2. Relinquishment; No Warranty or Recourse. As of the Effective Date, the Judicial Council, on behalf of itself and the Court, hereby remises, releases, and forever relinquishes to the County any and all of its right, title, and interest in and to the Equity Rights in the Real Property, in an as-is condition, with no representations or warranties by the Judicial Council with respect to the condition of the Real Property and with no recourse of any kind.

3. Acceptance. The County hereby accepts the foregoing relinquishment from the Judicial Council.

4. Termination of JOA and Memorandum. The JOA and the Memorandum are hereby 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. The Transfer Agreement remains in full force and effect to the extent not inconsistent with either this Relinquishment & Termination or the Equity Rights Purchase Agreement.

5. Recording. This Relinquishment & Termination is to be recorded in the Official Records of Tulare County with respect to the Real Property; provided, however, this Relinquishment & Termination may not be recorded prior to the Effective Date.

6. Governing Law. This Relinquishment & Termination, and the Parties' performance under this Relinquishment & Termination, will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

7. Conditions. This Relinquishment & Termination will confer no rights and will impose no obligations on the Judicial Council or the County beyond those expressly provided for in this Relinquishment & Termination and the Transfer Agreement.

8. Severability. If any agreement, covenant, or term of this Relinquishment & Termination is held by a court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, then all agreements, covenants, and terms of this Relinquishment & Termination not held invalid, void, or unenforceable will continue in full force and effect and will in no way be affected, impaired, or invalidated thereby.

9. Counterparts. This Relinquishment & Termination may be executed in counterparts, each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this Relinquishment & Termination has been executed
as of the Execution Date.

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

JUDICIAL COUNCIL OF CALIFORNIA

By: _____
Name: Charles R. Martel
Title: Supervising Attorney
Date: _____

By: _____
Name: Martin Hosking
Title: Administrative Director
Date: _____

FORM: NOT FOR EXECUTION

[SIGNATURES CONTINUE ON FOLLOWING PAGE(S)]

JUDICIAL COUNCIL ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

ATTEST:

Jason T. Britt, Clerk of the Board

By: _____

Name: Melinda Benton

Title: Chief Clerk

Date: _____

**COUNTY OF TULARE,
a political subdivision of the
State of California**

By: _____

Name: Amy Shuklian

Title: Chairman

Date: _____

FORM: NOT FOR EXECUTION

COUNTY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

**ATTACHMENT "1" TO
RELINQUISHMENT & TERMINATION**

**LEGAL DESCRIPTION OF
THE REAL PROPERTY**

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

**Lots 9, 10, 11, 12, 13, 14, 15 and the Southerly 5 feet of Lot 16, Block 56, Town of
Tulare, in the City of Tulare, County of Tulare, State of California, according to the map
thereof recorded in Book 3, Page 36 of Maps, Tulare County Records.**

APN: 176-062-014