

Location: 815 G Street
 Reedley, CA 93654
APN: 368-010-06T
County: Fresno

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into as of October 24th, 2023 (“**Effective Date**”), by and between the STATE OF CALIFORNIA (“**GRANTOR**” or “**JUDICIAL COUNCIL**”), and the COUNTY OF FRESNO, a political subdivision of the State of California (“**GRANTEE**” or “**COUNTY**”). The GRANTOR and GRANTEE may hereafter be individually referred to as a “**PARTY**” and collectively referred to as the “**PARTIES.**”

RECITALS

- A. GRANTOR owns that certain real property located in the State of California, County of Fresno, City of Reedley, with a street address of 815 G Street, Assessor’s Parcel Number 368-010-06T, as more particularly described in **Exhibit “A,”** attached and made a part hereof (“**Land**”), and the approximately 4,723 square foot building located thereon, commonly known as the Reedley Court (the “**Building**”), that has been used as a court facility by the Superior Court of California, County of Fresno (“**Court**”). The Land and Building shall be collectively referred to as the “**Property.**”
- B. Pursuant to the Trial Court Facilities Act of 2002 (Government Code section 70301 et seq.), GRANTEE has a 21.87% equity interest in the Property.
- C. Pursuant to the general grant of authority under Government Code section 70391, and the specific grant of authority in Government Code section 70396, GRANTOR has the authority to sell the Property to GRANTEE and to deposit the net proceeds from the sale of the Property (i.e., 78.13%) into the State Court Facilities Construction Fund as prescribed thereby. GRANTEE is authorized to acquire the Property in accordance with Government Code section 25350.
- D. GRANTOR desires to sell the Property to GRANTEE, and GRANTEE desires to purchase the Property from GRANTOR, pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the PARTIES agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing provisions of the Recitals are true and correct and are incorporated into this Agreement by this reference.
2. Transaction Summary. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTOR agrees to sell to GRANTEE, and GRANTEE agrees to purchase from GRANTOR, fee title interest in the Property under the terms and conditions of this Agreement.
3. Purchase Price. GRANTEE agrees to pay Three Hundred Twelve Thousand Five Hundred Twenty Dollars (\$312,520.00) ("**Purchase Price**"), which the PARTIES acknowledge and agree accounts for GRANTOR's 78.13% equity interest in the Property and represents the fair market value of the Property. GRANTEE shall pay the Purchase Price into escrow with Stewart Title, at 525 N. Brand Blvd, Glendale, CA 91203 ("**Escrow Holder**") for the account of GRANTOR, pursuant and subject to the conditions outlined in this Agreement. GRANTEE shall deposit with the Escrow Holder sufficient funds to cover the Purchase Price plus GRANTEE's share of all escrow costs. The Purchase Price shall be due and payable at the Close of Escrow (defined below), subject to the conditions set forth in this Agreement.
4. Other Liens. The Escrow Holder may expend any or all monies payable under this Agreement to discharge any obligations which are liens upon the Property including, but not limited to, those arising from judgments, assessments, taxes, or debts secured by deeds of trust or mortgages and/or to defray any other incidental costs other than those specified in section 5 (*Escrow and Recording Fees*) of this Agreement hereof to be borne by GRANTEE.
5. Escrow and Recording Fees. GRANTOR and GRANTEE shall each pay one-half of the escrow fees. GRANTOR and GRANTEE shall each be responsible to pay all costs for services specifically requested for their individual benefit. In addition, GRANTEE shall pay any costs related to premiums and endorsements with respect to title insurance for the Property. Any escrow and/or closing costs that GRANTOR pays through escrow including, without limitation, those costs which the Escrow Holder pays pursuant to section 4 (*Other Liens*) of this Agreement and/or which GRANTOR pays pursuant to this section shall be known as "**GRANTOR Closing Costs.**"
6. Title and Establishment of Escrow. Title to said Property shall pass immediately upon Close of Escrow. Within fifteen (15) business days of the Effective Date of this Agreement, an escrow shall be opened with the Escrow Holder to consummate the purchase of the Property pursuant to this Agreement. GRANTOR shall open the escrow by delivering a fully executed counterpart of this Agreement to the

Escrow Holder. In addition, the PARTIES agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of the Escrow Holder, or other instruments as may reasonably be required by the Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

7. “As Is” Purchase; Release.

- a. “As Is” Purchase. As a material inducement to GRANTOR’s execution and delivery of this Agreement and performance of its duties under this Agreement:

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, GRANTEE HAS AGREED TO ACCEPT POSSESSION OF THE PROPERTY UPON THE CLOSE OF ESCROW ON AN “AS IS” BASIS. GRANTOR AND GRANTEE AGREE THAT THE PROPERTY WILL BE SOLD “AS IS, WHERE IS, AND WITH ALL FAULTS” WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE, AND, EXCEPT AS SET FORTH IN SECTION 11 (*GRANTOR’S REPRESENTATIONS AND WARRANTIES*) OF THIS AGREEMENT, SUCH SALE WILL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), AND GRANTOR DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY.

- b. Release. Effective from and after the Close of Escrow, GRANTEE hereby waives, releases, acquits, and forever discharges GRANTOR and GRANTOR’s agents, directors, officers, and employees, to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way arising out of or connected with this Agreement or the Property (including, without limitation, the condition of the Property), except matters arising solely from GRANTOR’s fraud or intentional misrepresentation.

GRANTEE expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the

creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. GRANTEE, by the execution of this Agreement, acknowledges that it fully understands the foregoing and, with this understanding, nonetheless elects to and does assume all risk for losses, known or unknown, described in this section, the provisions of which shall survive the Close of Escrow. Without limiting the generality of the foregoing:

THE UNDERSIGNED ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

THE UNDERSIGNED, BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

GRANTOR's Initials: MT

GRANTEE's Initials: 8.8

8. Close of Escrow. Escrow shall be scheduled to close on or before sixty (60) days from the Effective Date of this Agreement (“**Close of Escrow**”), subject to any reasonable extension(s) mutually agreed upon by the PARTIES in writing. Upon the Close of Escrow, the Escrow Holder shall distribute the net proceeds from the sale consisting of the Purchase Price less any GRANTOR Closing Costs to the Judicial Council of California, and shall record in the Official Records the following documents as sequenced: (i) Termination of Joint Occupancy Agreement, and (ii) Grant Deed (both as defined below).
9. GRANTOR's Conditions Precedent. GRANTOR's obligation to perform under this Agreement and the Close of Escrow shall be subject to and contingent upon

satisfaction of each of the following conditions precedent prior to the Close of Escrow:

- a. The timely deposit by GRANTEE with the Escrow Holder of all documents and funds required to be deposited by GRANTEE under this Agreement.
- b. Performance by GRANTEE of all obligations, covenants, and agreements on GRANTEE's part to be performed under this Agreement within the time provided in this Agreement for such performance.

10. GRANTEE's Conditions Precedent. GRANTEE's obligation to perform under this Agreement and the Close of Escrow shall be subject to and contingent upon satisfaction of each of the following conditions precedent prior to the Close of Escrow:

- a. The timely deposit by GRANTOR with the Escrow Holder of all documents required to be deposited by GRANTOR under this Agreement.
- b. Performance by GRANTOR of all obligations, covenants, and agreements on GRANTOR's part to be performed under this Agreement within the time provided in this Agreement for such performance.

11. GRANTOR's Representations and Warranties. In addition to any express agreements of GRANTOR contained herein, the following constitutes representations and warranties of GRANTOR to GRANTEE:

- a. Representations Regarding GRANTOR's Authority.
 - (1) GRANTOR has full right, power, and legal authority to enter into this Agreement; to sell, transfer, and convey the Property to GRANTEE pursuant to this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby.
 - (2) The individuals executing this Agreement and the instruments referenced herein on behalf of GRANTOR have the legal power, right, and actual authority to bind GRANTOR to the terms and conditions hereof and thereof.
 - (3) This Agreement and all other instruments, documents, and agreements required to be executed and delivered by GRANTOR in connection with this Agreement are and shall be duly authorized, executed, and delivered by GRANTOR and shall be valid, legally binding obligations of and enforceable against GRANTOR in

accordance with their terms and do not, and as of the Close of Escrow will not, violate any provisions of any agreement, law, rule, regulation, or judicial order to which GRANTOR or the Property is subject.

b. Warranties and Representations Pertaining to Property and Legal Matters.
To the best of GRANTOR's knowledge:

- (1) There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against GRANTOR which could affect GRANTOR's title to the Property.
- (2) GRANTOR has not entered into any other contracts for the sale of the Property with any third parties, nor do there exist any rights of first refusal, reversions, or options to purchase the Property or any portion of the Property therewith. GRANTOR is not party to nor subject or bound by any agreement, contract, or lease of any kind with any third parties relating to the Property which would impose an obligation on GRANTEE or otherwise affect marketability of title to the Property.
- (3) As of the Close of Escrow, there shall be no unrecorded leases, licenses, or other agreements entered into by GRANTOR which would grant any third party or entity the right to use or occupy any portion of the Property, including any improvements thereon, and no improvements on the Property that encroach upon the property of a third party.
- (4) There are no and have been no uncured notices from any governmental agency notifying GRANTOR of any violations of law, ordinance, rule, or regulation occurring on the Property.

c. Warranties, Representations, and Covenants Regarding Operation of the Property Through Close of Escrow.

- (1) GRANTOR hereby agrees that GRANTOR will not, after the Effective Date of this Agreement, enter into new leases or any other obligations or agreements affecting the Property without the prior written consent of GRANTEE, which consent GRANTEE may withhold or grant in its absolute discretion.
- (2) GRANTOR will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way, or

similar matters after the Effective Date of this Agreement that will not be eliminated prior to the Close of Escrow.

- (3) GRANTOR shall promptly notify GRANTEE of any event or circumstance that makes any representation or warranty of GRANTOR under this Agreement untrue or misleading, or of any covenant of GRANTOR under this Agreement incapable or less likely of being performed. It is understood that the GRANTOR's obligation to provide notice to GRANTEE shall in no way relieve GRANTOR of any liability for a breach by GRANTOR of any of its representations, warranties, or covenants under this Agreement.
- d. Representations Pertaining to Additional Documents. There are no leases, subleases, or tenancies with any third parties in effect pertaining to the Property.
- e. General Representation. No representation, warranty, or statement of GRANTOR in this Agreement or in any document, certificate, or schedule furnished or to be furnished to GRANTEE pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

GRANTOR's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by GRANTOR in a separate certificate at that time. The truth and accuracy of GRANTOR's representations and warranties made herein shall constitute a condition for the benefit of GRANTEE to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the Grant Deed in the Official Records, and shall survive the Close of Escrow for a period of four (4) years.

12. GRANTEE's Representations and Warranties. In addition to any express agreements of GRANTEE contained herein, the following constitutes representations and warranties of GRANTEE to GRANTOR:

- a. Representations Regarding GRANTEE's Authority.
 - (1) GRANTEE has full power, right, and legal authority to enter into this Agreement; to buy and accept the Property from GRANTOR pursuant to this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby.

- (2) The individuals executing this Agreement and the instruments referenced herein on behalf of GRANTEE have the legal power, right, and actual authority to bind GRANTEE to the terms and conditions hereof and thereof.
 - (3) This Agreement and all other instruments, documents, and agreements required to be executed and delivered by GRANTEE in connection with this Agreement are and shall be duly authorized, executed, and delivered by GRANTEE and shall be valid, legally binding obligations of and enforceable against GRANTEE in accordance with their terms and do not, and as of the Close of Escrow will not, violate any provisions of any agreement, law, rule, regulation, or judicial order to which GRANTEE is subject.
- b. General Representation. No representation, warranty, or statement of GRANTEE in this Agreement or in any document, certificate, or schedule furnished or to be furnished to GRANTOR pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

GRANTEE's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by GRANTEE in a separate certificate at that time. The truth and accuracy of GRANTEE's representations and warranties made herein shall constitute a condition for the benefit of GRANTOR to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the Grant Deed in the Official Records, and shall survive the Close of Escrow for a period of four (4) years.

13. Additional Terms of Sale.

- a. Loss, Destruction, and Condemnation. The PARTIES agree that the following provisions shall govern the risk of loss, destruction, and condemnation of the Property:
 - (1) If, before GRANTOR transfers legal title to or possession of the Property, all or a material part of the Property is destroyed without fault of GRANTEE, or is taken by eminent domain by any governmental entity, GRANTEE shall be entitled to terminate its obligations under this Agreement by written notice to GRANTOR and

GRANTOR shall not have the right to enforce this Agreement against GRANTEE. If GRANTEE does not elect to terminate this Agreement, then GRANTEE shall, as applicable, either: (a) proceed to close as provided herein with the Purchase Price being reduced as applicable and, in the case of any eminent domain proceedings, by the total of any awards or other proceeds received or assured to be received by GRANTOR as a result of such proceedings; or (b) proceed to close as provided herein with an assignment as applicable by GRANTOR of all of the GRANTOR's applicable rights, title, and interest in and to all such eminent domain awards and proceeds subject to any rights of GRANTEE therein. GRANTOR will promptly notify GRANTEE in writing of any eminent domain proceedings affecting the Property.

(2) If, after GRANTOR transfers legal title of the Property to GRANTEE at the Close of Escrow, all or any part of the Property is destroyed without fault of GRANTOR, or is taken by eminent domain by any governmental entity, GRANTEE is not relieved from GRANTEE's obligation under this Agreement to pay the full Purchase Price for the Property.

- b. Title Evidence. Any title evidence, which may be desired by GRANTEE, will be procured by GRANTEE. GRANTOR will cooperate with GRANTEE or its authorized agent in connection therewith, and will permit examination and inspection of any deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the Property that GRANTOR may have available. It is understood that GRANTOR will not be obligated to pay for any expense incurred in connection with any title matters or survey of the Property.
- c. Termination of JOA. Concurrently with the execution of this Agreement, GRANTOR and GRANTEE shall each execute the document entitled "**Termination of Joint Occupancy Agreement,**" in substantially the same form of **Exhibit "B"** attached hereto and made a part hereof, terminating that certain Joint Occupancy Agreement, dated December 9, 2008, between GRANTOR and GRANTEE relating to the Property.
- d. Grant Deed. On the Close of Escrow, GRANTOR shall convey title to the Property to GRANTEE by recordation of the grant deed for the Property ("**Grant Deed**") in substantially the same form as **Exhibit "C,"** attached hereto and made a part hereof.

e. Other Documents. As required and only if applicable, GRANTOR shall prepare or cause to be prepared the following documents:

- (1) One (1) Affidavit of Nonforeign Status (FIRPTA Affidavit) for the Property;
- (2) One (1) Real Estate Withholding Certificate (Form 593-C) for the Property;
- (3) One (1) Preliminary Change of Ownership Report (PCOR) for the Property; and
- (4) Such other documents as are deemed reasonably necessary by the PARTIES or Escrow Holder in order to consummate the transaction contemplated by this Agreement.

14. Notices. Any notice, tender, delivery, or other communication required pursuant to this Agreement must be in writing and, to be deemed to be properly given, shall be either: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by a reputable overnight delivery service, addressed as follows or to such other place as each PARTY hereto may designate by subsequent written notice to the other PARTY:

If to GRANTOR:

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

With a copy to:

Judicial Council of California
Legal Services
Attn: Supervising Attorney, Real Estate Unit
455 Golden Gate Avenue, 5th Floor
San Francisco, CA 94102

If to GRANTEE:

County of Fresno
Attn: Director of Internal Services and
Chief Information Officer
333 W. Pontiac Way
Clovis, CA 93612
Voice: 559-600-6200
E-Mail: Rbash@fresnocountyca.gov

15. Assignment. GRANTOR shall have the right to assign its interest under this Agreement at any time prior to the Close of Escrow; provided, however, that any valid assignment shall not relieve GRANTOR from the performance of its duties and obligations, or of its representations and warranties, hereunder. Written notice of any intended assignment by GRANTOR shall be given to GRANTEE and to the Escrow Holder ten (10) days prior to the effective date of assignment. GRANTEE may only assign its interest under this Agreement prior to the Close of Escrow with the express, prior written consent of GRANTOR, in GRANTOR's sole discretion.
16. Calculation of Time. Under this Agreement, when the day upon which performance would otherwise be required or permitted is a Saturday, Sunday, or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday, or holiday. The term "holiday" shall mean all and only those State holidays specified in section 6700 of the California Government Code.
17. Time of Essence. Time is of the essence of this Agreement and each and every provision hereof in which time is an element.
18. Waiver. No waiver of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by either PARTY of any remedy provided in this Agreement or at law shall not prevent the exercise by that PARTY of any other remedy provided in this Agreement or at law or in equity.
19. Entire Agreement. This Agreement and attached exhibits shall constitute the entire understanding and agreement of the PARTIES hereto regarding the purchase and sale of the Property, and all prior agreements, understandings, representations, or negotiations, whether oral or written, are hereby superseded, terminated, and canceled in their entirety and are of no further force or effect.
20. Amendments. This Agreement may not be modified or amended except in writing signed by the PARTIES.

21. Applicable Law. The PARTIES hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The PARTIES hereto expressly agree that this Agreement shall in all respects be governed and enforced by the laws of the State of California and any claim to enforce the provisions hereof shall be brought in the Superior Court of California.
22. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law and, wherever there is any conflict between any provision contained herein and any present statute, law, ordinance, or regulation as to which the PARTIES have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law. It is hereby stipulated and declared to be the intention of the PARTIES that each would have executed all other terms, provisions, covenants, and restrictions set forth in this Agreement without including any such provisions in conflict with law that may be hereafter declared invalid, void, or unenforceable.
23. Captions, Number, and Gender. The captions appearing at the commencement of the sections, paragraphs, and subparagraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section, paragraph, or subparagraph at the head of which it appears, the section, paragraph, or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so requires.
24. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the PARTIES, that have not been satisfied prior to Close of Escrow shall survive Close of Escrow and transfer of title to GRANTEE and shall continue to be binding on the respective obligated PARTY in accordance with their terms. All representations and warranties and statements respectively made by the PARTIES contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Close of Escrow, shall be deemed to be material, and, together with all conditions, covenants, and indemnities made by the respective PARTIES contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Close of Escrow, or, to the extent the context requires, beyond any termination of this Agreement.
25. Further Action. Each PARTY hereto shall, before the Close of Escrow, duly execute and deliver such papers, documents, and instruments and perform all acts

reasonably necessary or proper to carry out and effectuate the terms of this Agreement.

26. Electronic/Facsimile Signatures. The PARTIES agree that this Agreement may be executed by electronic signature as provided in this section.

- a. An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
- b. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each PARTY using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Agreement is not conditioned upon the PARTIES conducting the transactions under it by electronic means and either PARTY may sign this Agreement with an original handwritten signature.
- f. In no instance shall electronic or facsimile signatures be accepted on any document to be recorded in the Official Records and such documents must bear original signatures.

27. Counterparts. This Agreement may be executed in counterparts (including .PDF copies), 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.

28. Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference herein.

Exhibit "A": Legal Description of Property

Exhibit "B": Form of Termination of Joint Occupancy Agreement

Exhibit "C": Form of Grant Deed with Certificate of Acceptance

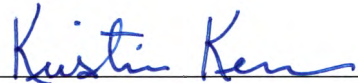
[SIGNATURES ON FOLLOWING PAGE(S)]

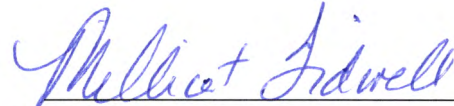
IN WITNESS WHEREOF, the PARTIES have executed this Purchase and Sale Agreement on the dates indicated below.

GRANTOR:

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

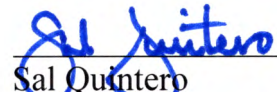
**STATE OF CALIFORNIA
JUDICIAL COUNCIL OF CALIFORNIA**

By: 
Name: Kristin Kerr
Title: Supervising Attorney
Date: May 22, 2023

By: 
Name: Millicent Tidwell
Title: Acting Administrative Director
Date: 6/2/2023

GRANTEE:

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

By: 
Name: Sal Quintero
Title: Chairman of the Board of
Supervisors of the County of Fresno
Date: 10-24-2023

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

EXHIBIT "A"
TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

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

Lots 1, 2, 3, 4, and 5 in Block 54 of the Town (now City) of Reedley, according to the map thereof recorded in Book 5, Page 6 of Plats, Fresno County Records.

Together with that portion of the alley lying adjacent to the above described land and ordered abandoned by the City Council of the City of Reedley under Resolution No. 2008-015 a copy of which having recorded March 12, 2008 as instrument No. 2008-0036002, records of said county and of which would pass by operation of law.

APN: 368-010-06T

EXHIBIT "B"
TO PURCHASE AND SALE AGREEMENT

FORM OF
TERMINATION OF JOINT OCCUPANCY AGREEMENT

The Termination of Joint Occupancy Agreement shall be substantially similar to the attached form.

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

County of Fresno
333 W. Pontiac Way
Clovis, CA 93612

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.	SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY
APN: 368-010-06T; County of Fresno	

TERMINATION OF JOINT OCCUPANCY AGREEMENT

This Termination of Joint Occupancy Agreement ("**Termination**") is made and entered into as of October 24th, 2023, by and between the Judicial Council of California ("**Judicial Council**") and the County of Fresno, a political subdivision of the State of California ("**County**"). Judicial Council and County may hereafter be individually referred to as a "**Party**" and collectively referred to as the "**Parties.**"

RECITALS

A. The Judicial Council and County entered into that certain Transfer Agreement for the Transfer of Responsibility for Court Facility, dated December 9, 2008 ("**Transfer Agreement**"), setting forth the terms and conditions of the County's transfer to the Judicial Council of responsibility for the funding and operation of, and the County's conveyance to the State of California on behalf of the Judicial Council of title to, the court facility located at 815 G Street, in the City of Reedley, County of Fresno, State of California ("**Real Property**"), as more fully described in **Attachment "1"** to this Termination.

B. Concurrently with and pursuant to the Transfer Agreement, the Judicial Council and County also entered into that certain Joint Occupancy Agreement, dated December 9, 2008 ("**JOA**"), setting forth the Parties' respective rights and obligations with respect to the shared occupancy and use of the Real Property.

C. To memorialize the Parties' respective rights and duties under the JOA, the Judicial Council and County executed a Memorandum of Joint Occupancy Agreement ("**Memorandum**"), which was recorded in the Official Records of the County of Fresno on January 12, 2009, as Document No. 2009-0003659.

D. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the “Judicial Council” for the “Administrative Office of the Courts” or the “AOC” in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any party.

E. The Judicial Council and County subsequently entered into that certain Purchase and Sale Agreement, dated October 24th, 2023, pursuant to which the County purchased from the Judicial Council, and the Judicial Council sold to the County, title to the Real Property (“**Purchase Agreement**”) as more fully set forth therein.

F. As a result of the Purchase Agreement, the JOA has terminated and is no longer of any force or effect, except for those terms of the JOA that expressly survive the termination thereof.

G. The Parties now desire to record this Termination to memorialize the termination of the JOA and Memorandum, as set forth herein.

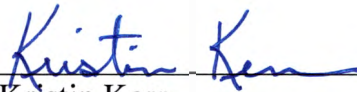
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Parties acknowledge that the above Recitals are true and correct and are incorporated into this Termination by this reference.
2. The JOA and Memorandum are terminated, and are no longer of any force or effect, except for those terms of the JOA that expressly survive the termination thereof.
3. This Termination is to be recorded in the Official Records of the County of Fresno with respect to the Real Property, whereupon the Memorandum will automatically be removed as an encumbrance on the title to the Real Property.

[SIGNATURES ON FOLLOWING PAGE]

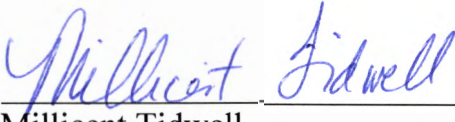
IN WITNESS WHEREOF, the Parties have executed this Termination of Joint Occupancy Agreement on the dates indicated below.

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

By: 
Name: Kristin Kerr
Title: Supervising Attorney
Date: May 22, 2023

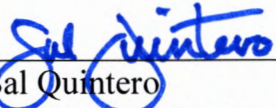
GRANTOR:

**STATE OF CALIFORNIA
JUDICIAL COUNCIL OF CALIFORNIA**

By: 
Name: Millicent Tidwell
Title: Acting Administrative Director
Date: 6/2/2023

GRANTEE:

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

By: 
Name: Sal Quintero
Title: Chairman of the Board of
Supervisors of the County of Fresno
Date: 10-25-2023

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

**ATTACHMENT "1" TO
TERMINATION OF JOINT OCCUPANCY AGREEMENT**

LEGAL DESCRIPTION OF THE REAL PROPERTY

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

Lots 1, 2, 3, 4, and 5 in Block 54 of the Town (now City) of Reedley, according to the map thereof recorded in Book 5, Page 6 of Plats, Fresno County Records.

Together with that portion of the alley lying adjacent to the above described land and ordered abandoned by the City Council of the City of Reedley under Resolution No. 2008-015 a copy of which having recorded March 12, 2008 as instrument No. 2008-0036002, records of said county and of which would pass by operation of law.

APN: 368-010-06T

**JUDICIAL COUNCIL
NOTARY 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 Sacramento

On June 2, 2023 before me, S.L. Brady, Notary Public, personally appeared Millicent Tidwell, 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)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Fresno

On 10/25/2023 before me, Cyan Edmisten, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Salvador Quintero
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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 Cyan Edmisten
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

EXHIBIT "C" TO PURCHASE AND SALE AGREEMENT

**FORM OF
GRANT DEED**

The Grant Deed shall be substantially similar to the attached form.

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

County of Fresno
333 W. Pontiac Way
Clovis, CA 93612

<p>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.</p>	<p>SPACE ABOVE THIS LINE FOR RECORDER’S USE</p>
<p>GRANT DEED</p>	<p>Agency: Judicial Council of California Property: Reedley Court, No. 10-F1</p>
<p>APN: 368-010-06T; County of Fresno</p>	
<p>For valuable consideration, receipt of which is hereby acknowledged, the STATE OF CALIFORNIA (“Grantor”) does hereby grant to the COUNTY OF FRESNO all of Grantor’s right, title, and interest in and to the real property in the City of Reedley, County of Fresno, State of California, described in Exhibit “A” attached hereto, consisting of one (1) page, and by this reference made a part hereof.</p> <p>Subject to all covenants, restrictions, reservations, easements, rights, and rights-of-way of record, if any.</p>	
<p>APPROVED AS TO FORM: Judicial Council of California Legal Services</p> <p>By: _____ Name: Kristin Kerr Title: Supervising Attorney Date: _____</p>	<p>GRANTOR:</p> <p>STATE OF CALIFORNIA JUDICIAL COUNCIL OF CALIFORNIA</p> <p>By: _____ Name: Millicent Fidwell Title: Acting Administrative Director Date: _____</p>

FORM: NOT FOR EXECUTION

EXHIBIT "A"
TO GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

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

Lots 1, 2, 3, 4, and 5 in Block 54 of the Town (now City) of Reedley, according to the map thereof recorded in Book 5, Page 6 of Plats, Fresno County Records.

Together with that portion of the alley lying adjacent to the above described land and ordered abandoned by the City Council of the City of Reedley under Resolution No. 2008-015 a copy of which having recorded March 12, 2008 as instrument No. 2008-0036002, records of said county and of which would pass by operation of law.

APN: 368-010-06T

**JUDICIAL COUNCIL
NOTARY 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 law of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

FORM EXECUTION NOT FOR

(Seal)

Real Property:

815 G Street
Reedley, CA 93654

APN 368-010-06T

CERTIFICATE OF ACCEPTANCE OF GRANT OF INTEREST IN REAL PROPERTY

THIS IS TO CERTIFY that the interest in real property conveyed by the State of California to the County of Fresno, a political subdivision of the State of California, is hereby accepted by the order of the Board of Supervisors of the County of Fresno and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

Robert W. Bash, Director of Internal Services/Chief Information Officer