

**CALIFORNIA BILL OF SALE OF
PERSONAL PROPERTY
(Sold As-Is)**

This California Bill of Sale of Personal Property ("**Bill of Sale**") is made and entered into on October 3, 2023 ("**Effective Date**"), by and between the Judicial Council of California ("**Judicial Council**"); the Superior Court of California, County of Yolo ("**Yolo Court**"); and the County of Solano, a political subdivision of the State of California ("**County**"). For purposes of this Bill of Sale, the Judicial Council, Yolo Court, and the County may be individually referred to herein as a "**Party**" and may be collectively referred to herein as the "**Parties**."

RECITALS

A. The Judicial Council is the owner of certain "commercial modular(s)," as such term is defined in California Health and Safety Code section 18001.8 ("**Judicial Council Modular Unit(s)**"), as more fully described on **Schedule "1"** attached hereto and made a part hereof; and the Yolo Court is the owner of certain commercial modular(s) ("**Court Modular Unit(s)**"), as more fully described on **Schedule "2"** attached hereto and made a part hereof. The Judicial Council Modular Units and Court Modular Units are collectively referred to herein as the "**Modular Units**."

B. The Modular Units are located on certain real property at the southwest corner of Murdock Avenue and Sycamore Street in Willows, California ("**Land**"), which property is owned by the County of Glenn and leased to the Judicial Council for the Modular Units' temporary placement ("**Ground Lease**"). The Judicial Council is required under the Ground Lease to remove the Modular Units from the Land ("**Modulars Removal**").

C. The Judicial Council is currently engaged in locating a potential site for the construction of a new courthouse in Fairfield, California ("**New Solano Courthouse Project**") for the Superior Court of California, County of Solano ("**Solano Court**").

D. The County proposes that the Judicial Council explore the selection of certain property owned by the County, located at 600 Union Avenue, Fairfield, California, commonly known as the Hall of Justice ("**County Property**"), for the New Solano Courthouse Project.

E. As of the Effective Date, it is acknowledged that no site including the County Property has been selected or approved for the New Solano Courthouse Project, and the Judicial Council is carrying out certain procedures it must abide by and must obtain certain approvals to select a site for the New Solano Courthouse Project including the County Property without regard to or consideration of this Bill of Sale.

F. The Judicial Council and Yolo Court desire to transfer and assign to the County, and the County desires to accept from the Judicial Council and Yolo Court, by this Bill of Sale, all of the Judicial Council's and Yolo Court's respective right, title, and interest in and to the Modular Units in exchange for the County's satisfaction of the Judicial Council's responsibility for the Modulars Removal and the other promises made by the Parties in this Bill of Sale.

G. The Parties accordingly enter into this Bill of Sale to evidence the transfer of title in and to the Modular Units, and also for the purpose of allowing the County to obtain from the California Department of Housing and Community Development ("HCD") new/amended certificates of title and registration cards for the Modular Units in the name of the County.

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

1. Bill of Sale. In consideration of the County's payment of the sum of One Dollar (\$1.00), receipt of which is acknowledged, and the County's full and timely compliance with the terms set forth in this Bill of Sale including the Modulars Removal, the Judicial Council and Yolo Court do hereby grant, transfer, and convey to the County, its successors and assigns, and the County hereby accepts from the Judicial Council and Yolo Court, all of the Judicial Council's and Yolo Court's respective right, title, and interest in and to the Modular Units effective upon the Judicial Council's issuance of the Vacation-Removal Notice (defined below).

2. AS-IS. THE MODULAR UNITS ARE SOLD "AS-IS" WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE CONDITION OF SUCH PERSONAL PROPERTY. BY ACCEPTING THIS BILL OF SALE, THE COUNTY REPRESENTS THAT THE COUNTY HAS PERSONALLY INSPECTED THE MODULAR UNITS AND ACCEPTS THE MODULAR UNITS "AS-IS."

3. Removal and Relocation of Modular Units.

3.1. *Removal*. The County shall be responsible, at its sole cost and expense, for the Modulars Removal including, but not limited to, the disconnection, removal, and relocation of the Modular Units from the Land. As part of the Modulars Removal, the County shall remove and be entitled to the electrical switchgear serving the Modular Units. At the County's option, the County may also remove and take the fencing surrounding the Modular Units as part of the Modular Removal.

3.2. *Completion Date*. The Modular Units are anticipated to be vacated on or about November 1, 2023, and the Judicial Council shall notify the County in writing

at the earliest opportunity to confirm the date on which the Modular Units were or will be actually vacated and ready for the Modulares Removal by the County (“**Vacation-Modulares Removal Notice**”). The County shall complete, or cause to be completed, the Modulares Removal within ninety (90) days of the Vacation-Modulares Removal Notice (“**Modulares Removal Completion Date**”).

3.3. *Performance.* The County shall perform the Modulares Removal in accordance with all applicable laws and regulations including, but not limited to, the Prevailing Wage Law (California Labor Code section 1720 et seq.) and all relevant building codes. The County shall exercise reasonable precautions in performing the Modulares Removal to avoid damage to the Land and to protect persons and property. The County shall cause the Modulares Removal to be performed by well-trained, properly licensed and insured, and adequately supervised workers in a good and workmanlike manner. The County shall furnish, or cause to be furnished, all tools, equipment, apparatus, facilities, transportation, labor, and materials necessary to perform the Modulares Removal at the County’s sole cost and expense.

3.4. *Cooperation.* The Judicial Council shall reasonably cooperate and coordinate with the County in effectuating and completing the Modulares Removal by the Modulares Removal Completion Date including scheduling and communicating the Modulares Removal with the County of Glenn, as necessary; provided, however and without limiting any other provisions of this Bill of Sale, that the Judicial Council shall at no time be responsible or liable for any damages or loss that may arise from, occur during, or be caused by the Modulares Removal by the County nor any costs incurred or claims for the County’s failure to complete the Modulares Removal by the Modulares Removal Completion Date.

3.5. *Clean Up.* Upon the County’s completion of the Modulares Removal, the County shall not be responsible for clean-up or repairs to site or site features unaffected by the removal of the Modular Units, or for other pre-existing conditions.

4. Future Use and Occupancy of Modular Units. The Judicial Council and County acknowledge and agree that, if the County Property is selected as the location for the New Solano Courthouse Project, there would be a mutual benefit in allowing the Judicial Council and Solano Court’s future, no-cost use and occupancy of the Modular Units for court operations temporarily displaced by the construction of the New Solano Courthouse Project (e.g., Solano Court and/or County staff swing space, etc.). Use of the Modular Units for this purpose shall be limited to the duration of such displacement after which use of the Modular Units shall revert solely to the County. The County also reserves the right to use the Modular Units until such time as they are needed to accommodate displaced court operations. The Judicial Council and County accordingly hereby agree to reasonably cooperate and coordinate in good faith to promptly enter into a subsequent arrangement, if at all and as needed, with respect to the Future Occupancy.

5. Further Acts and Assurances. Each Party agrees that, at the written request of the other Party, it will, at any time or from time to time, take such additional actions and execute such further documentation (including, but not limited to, documentation required by any governmental authority) as may be necessary to confirm or effect the grant, transfer, and conveyance of the Modular Units by the Judicial Council and Yolo Court to the County, as set forth in this Bill of Sale. The Parties acknowledge and agree that the County shall be responsible for taking any and all further actions necessary to evidence, perfect, and enforce the rights, title, and interests transferred and conveyed to the County by this Bill of Sale; provided, however, the Judicial Council and Yolo Court agree to provide reasonable cooperation to the County and to act reasonably, diligently, and in good faith to assist the County in its efforts to so evidence, perfect, and enforce the rights, title, and interests transferred and conveyed to the County by this Bill of Sale.

6. Indemnification. The County shall and hereby does indemnify, defend, and hold harmless the Judicial Council of California; the State of California; the Superior Court of California, County of Yolo; the Superior Court of California, County of Glenn; and their respective judicial officers, agents, and employees (collectively, the “**State Parties**”) against any and all claims, demands, or damages arising out of or related to the County, its officers, employees, agents, contractors, or invitees’ use, disconnection, removal, relocation, or possession of the Modular Units or any other act or omission of the County related thereto including, without limitation, any failure of the County to keep, perform, or discharge its obligations with respect to the Modular Units on or after the Effective Date, except to the extent caused by the negligence or misconduct of the State Parties.

7. Notices. Any notices required or permitted to be given under the terms of this Bill of Sale must be in writing and may be: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by 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 the Judicial Council: Judicial Council of California
Facilities Services
Attention: Associate Facilities Analyst
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-643-8067
Email: JCCRealEstate@jud.ca.gov

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 Yolo Court: Superior Court of California, County of Yolo
Attention: Court Executive Officer
1000 Main Street
Woodland, CA 95695
Voice: 530-406-6838
E-mail: Slandry@yolo.courts.ca.gov

If to the County: County of Solano
Attention: Megan M. Greve
675 Texas Street
Fairfield, CA 94534
Voice: 707-416-8364
E-mail: MMGreve@SolanoCounty.com

8. Successors and Assigns. This Bill of Sale shall be binding upon, shall inure to the benefit of, and may be enforced by, the Judicial Council, the Yolo Court, the County, and their respective assigns and successors-in-interest. No third parties are intended to be benefitted by the terms of this Bill of Sale, and nothing expressed or referred to in this Bill of Sale shall be construed to give any person other than the Parties to this Bill of Sale any legal or equitable benefit, right, remedy, or claim under or with respect to this Bill of Sale, except for the Court.

9. Governing Law. This Bill of Sale shall be exclusively governed by the laws of the State of California without regard to its conflict of law provisions. Any action brought to enforce any provision of this Bill of Sale shall be brought in the Superior Court of the State of California.

10. Schedules and Recitals. **Schedule “1”** and **Schedule “2”** are attached to this Bill of Sale and made a part of this Bill of Sale for all purposes. The Recitals set forth in this Bill of Sale are true and correct and are incorporated into and as part of this Bill of Sale.


11. Authority. The Judicial Council, Yolo Court, and County each represents and warrants that the individual signing this Bill of Sale on behalf of such Party is duly authorized to execute and deliver this Bill of Sale on behalf of such Party, and that this Bill of Sale will be binding upon said Party upon mutual execution and delivery thereof.

12. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall together be deemed to constitute one and the same instrument. The Parties agree that the signature pages of this Bill of Sale may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Bill of Sale, with such scanned and electronic signatures having the same legal effect as original signatures.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this Bill of Sale has been executed as of the dates written below.

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

By: 
Name: Jeremy P. Ehrlich
Title: Attorney
Date: August 30, 2023


JUDICIAL COUNCIL OF CALIFORNIA

By: 
Name: Stephen Saddler
Title: Manager, Contracts
Date: August 31, 2023

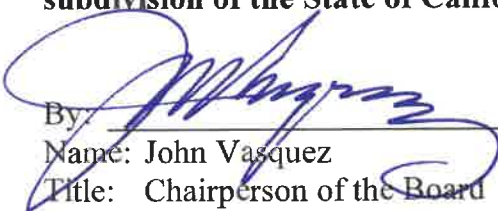
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF YOLO

By: Shawn C. Landry
Shawn C. Landry (Sep 25, 2023 13:10 PDT)
Name: Shawn Landry
Title: Court Executive Officer
Date: Sep 25, 2023

APPROVED AS TO FORM:
County Counsel

By: 
Name: Carrie Blacklock
Title: Asst. County Counsel
Date: Sep 21, 2023

COUNTY OF SOLANO, a political
subdivision of the State of California

By: 
Name: John Vasquez
Title: Chairperson of the Board
Date: 10/31/23

SCHEDULE "1"

JUDICIAL COUNCIL MODULAR UNIT(S)

1. Modular Unit 1

- | | |
|---|--|
| 1.1. Decal Number: | XCF1798 |
| 1.2. Serial Number: | SCI0009572562 |
| 1.3. Housing and Urban
Development Label Number: | 151643 |
| 1.4. Dimensions: | 56' x 12' |
| 1.5. Manufacturer ID/Name: | 1159799 / Silver Creek Industries, Inc |
| 1.6. Year of Manufacture: | 02/20/2007 |
| 1.7. Location: | 275 First St, Woodland, CA 95695 |

SCHEDULE "2"

COURT MODULAR UNIT(S)

1. Modular Unit 1

1.1. Decal Number: XCF1802
1.2. Serial Number: SCI0009572565
1.3. Housing and Urban
Development Label Number: 151646
1.4. Dimensions: 56' x 12'
1.5. Manufacturer ID/Name: 1159799 / Silver Creek Industries, Inc.
1.6. Year of Manufacture: 02/20/2007
1.7. Location: 601 CT & 275 First St, Woodland, CA 95695

2. Modular Unit 2

2.1. Decal Number: XCF1795
2.2. Serial Number: SCI0009572564
2.3. Housing and Urban
Development Label Number: 151645
2.4. Dimensions: 56' x 12'
2.5. Manufacturer ID/Name: 1159799 / Silver Creek Industries, Inc.
2.6. Year of Manufacture: 02/20/2007
2.7. Location: 601 CT & 275 First St, Woodland, CA 95695

3. Modular Unit 3

3.1. Decal Number: XCF1799
3.2. Insignia No. 151644
3.3. Serial Number: SCI0009572563
3.4. Housing and Urban
Development Label Number: 151644
3.5. Dimensions: 56' x 12'
3.6. Manufacturer ID/Name: 1159799 / Silver Creek Industries, Inc
3.7. Year of Manufacture: 02/20/2007
3.8. Location: 601 CT & 275 First St, Woodland, CA 95695

4. Modular Unit 4

- 4.1. Decal Number: XCF1801
- 4.2. Serial Number: SCI0009572561
- 4.3. Housing and Urban
Development Label Number: 151642
- 4.4. Dimensions: 56' x 12'
- 4.5. Manufacturer ID/Name: 1159799 / Silver Creek Industries, Inc
- 4.6. Year of Manufacture: 02/20/2007
- 4.7. Location: 601 CT & 275 First St, Woodland, CA 95695

5. Modular Unit 5

- 5.1. Decal Number: XCF1786
- 5.2. Serial Number: SCI0009572566
- 5.3. Housing and Urban
Development Label Number: 151647
- 5.4. Dimensions: 56' x 12'
- 5.5. Manufacturer ID/Name: 1159799 / Silver Creek Industries, Inc
- 5.6. Year of Manufacture: 02/20/2007
- 5.7. Location: 601 Court & 275 First St, Woodland, CA 95695











1778-Bill of Sale-Contract

Final Audit Report

2023-09-25

Created:	2023-09-21
By:	Stephanie Silva (SSilva@SolanoCounty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO_QIYV464iM7lqeNmWcsVQ0mLydYd87

"1778-Bill of Sale-Contract" History

-  Document created by Stephanie Silva (SSilva@SolanoCounty.com)
2023-09-21 - 3:36:28 PM GMT
-  Document emailed to Carrie Blacklock (CBlacklock@SolanoCounty.com) for signature
2023-09-21 - 3:39:09 PM GMT
-  Email viewed by Carrie Blacklock (CBlacklock@SolanoCounty.com)
2023-09-21 - 3:47:36 PM GMT
-  Document e-signed by Carrie Blacklock (CBlacklock@SolanoCounty.com)
Signature Date: 2023-09-21 - 3:53:21 PM GMT - Time Source: server
-  Document emailed to Megan Greve (mmgreve@solanocounty.com) for signature
2023-09-21 - 3:53:22 PM GMT
-  Email viewed by Megan Greve (mmgreve@solanocounty.com)
2023-09-21 - 6:08:12 PM GMT
-  Document shared with Donovan Fullard (dfullard@solanocounty.com) by Stephanie Silva (SSilva@SolanoCounty.com)
2023-09-21 - 8:54:05 PM GMT
-  Email viewed by Megan Greve (mmgreve@solanocounty.com)
2023-09-25 - 5:06:57 PM GMT
-  Document e-signed by Megan Greve (mmgreve@solanocounty.com)
Signature Date: 2023-09-25 - 5:07:44 PM GMT - Time Source: server
-  Agreement completed.
2023-09-25 - 5:07:44 PM GMT



Adobe Acrobat Sign


1778 - Bill of Sale - Glenn Modular Units - JCC_Yolo Superior_Solano County


Final Audit Report


2023-09-25


Created:	2023-09-25
By:	Stephanie Silva (SSilva@SolanoCounty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAHEWxc9NdTzimBDqCTYJ7MVRdlqp1_CDS


"1778 - Bill of Sale - Glenn Modular Units - JCC_Yolo Superior_Solano County" History


 Document created by Stephanie Silva (SSilva@SolanoCounty.com)
2023-09-25 - 7:09:38 PM GMT

 Document emailed to slandry@yolo.courts.ca.gov for signature
2023-09-25 - 7:10:14 PM GMT

 Email viewed by slandry@yolo.courts.ca.gov
2023-09-25 - 7:10:24 PM GMT

 Signer slandry@yolo.courts.ca.gov entered name at signing as Shawn C. Landry
2023-09-25 - 8:10:54 PM GMT

 Document e-signed by Shawn C. Landry (slandry@yolo.courts.ca.gov)
Signature Date: 2023-09-25 - 8:10:56 PM GMT - Time Source: server

 Agreement completed.
2023-09-25 - 8:10:56 PM GMT



Adobe Acrobat Sign