

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

JUDICIAL COUNCIL OF CALIFORNIA
Facilities Services
2860 Gateway Oaks Drive, Suite 400
Sacramento, California 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.

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

TERMINATION OF JOINT OCCUPANCY AGREEMENT

This Termination of Joint Occupancy Agreement (“**Termination**”) is made and entered into this 8th day of January, 2019, by and between the JUDICIAL COUNCIL OF CALIFORNIA (“**Judicial Council**”) and the COUNTY OF FRESNO (“**County**”). The Judicial Council and the County each constitute a “**Party**” and collectively constitute the “**Parties**” to this Termination.

RECITALS

A. On December 9, 2008, the County and the Judicial Council (formerly known as the “Judicial Council of California, Administrative Office of the Courts”) entered into a Transfer Agreement for the Transfer of Responsibility for Court Facility (the “**Transfer Agreement**”) with respect to the Firebaugh Courthouse located at 1325 O Street, Firebaugh, California (the “**Real Property**”). Under the Transfer Agreement, the County transferred to the Judicial Council responsibility for funding and operation of the Real Property. The legal description for the Real Property is attached to this Termination as **Attachment 1**.

B. In addition to the Transfer Agreement, the Judicial Council and the County also entered into a Joint Occupancy Agreement, dated December 9, 2008 (the “**JOA**”), setting forth the Parties’ respective rights and obligations with respect to the shared occupancy and use of the Real Property.

C. To memorialize the Parties’ respective rights and duties under the JOA, the Parties signed a Memorandum of Joint Occupancy Agreement (the “**Memorandum**”), which was recorded in the Official Records of the County of Fresno on January 12, 2009, as Instrument No. 2009-0003658.

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. Pursuant to Government Code section 70391(c)(2), the County acknowledges that the Judicial Council has consulted with the County concerning the disposition of the Real Property, including offering the Real Property to the County for purchase at fair market value which the County declined.

F. The Judicial Council obtained an appraisal for the Real Property that concludes that the fair market value of the Real Property as of the date of valuation is \$270,000.

G. The Judicial Council found a buyer for the Real Property (the "**Buyer**") who has agreed to purchase the Real Property for \$270,000 (the "**Purchase Price**") with the close of escrow scheduled for January 31, 2019.

H. The Parties desire to terminate the JOA and Memorandum upon the terms and conditions set forth in this Termination so that the Real Property can be sold to the Buyer for the Purchase Price.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Judicial Council 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 Purchase and Sale Agreement between the Judicial Council and the Buyer for the Real Property includes, as a condition precedent to the transfer of title to the Real Property, a requirement that the Buyer lease to the County a portion of the Real Property pursuant to a lease agreement mutually acceptable to the Buyer and County ("**Lease**") prior to the close of escrow for the Real Property. The Lease is hereby incorporated into this Termination by this reference.

3. The JOA and Memorandum shall terminate effective upon the date that the Buyer records the Grant Deed from the State of California to the Buyer for the Real Property ("**Termination Date**"), whereupon the terms of the JOA and Memorandum shall no longer have any force or effect, except for any term of the JOA that is intended to survive the termination of the JOA including, without limitation, all shared cost obligations that arise prior to the Termination Date and all indemnification obligations, if any. If the sale

of the Real Property should fail for any reason, this Termination shall be of no effect, and the JOA and Memorandum shall continue uninterrupted and in full force and effect.

4. The net proceeds from the sale of the Real Property shall be distributed as follows:

a. 41.98% of the net proceeds from the sale of the Real Property shall be distributed to the County.

b. 58.02% of the net proceeds from the sale of the Real Property shall be distributed to the Judicial Council.

The term "net proceeds" for the purposes of this section means the Purchase Price minus all costs and fees paid in or through escrow by the Judicial Council as part of the sale of the Real Property.

5. The County shall continue to be obligated to make the County Facilities Payment associated with the Real Property pursuant to Government Code section 70351 et seq. notwithstanding the termination of the JOA and Memorandum for the Real Property.

[SIGNATURES ON FOLLOWING PAGE(S)]

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

JUDICIAL COUNCIL OF CALIFORNIA

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

By: _____

Name: Stephen Saddler

Title: Manager, Contracts

Date: 12/13/18

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

January 8, 2019
Date

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

By: _____

Name: Jeremy P. Ehrlich

Title: Attorney

Date: December 13 2018

ATTEST:

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

By: _____

Rose Cuyf
Deputy

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

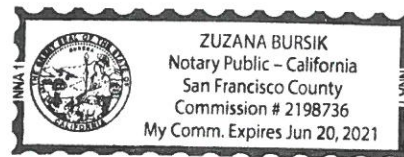
COUNTY OF SAN FRANCISCO

On DECEMBER 13, 2018 before me, ZUZANA BURSİK, Notary Public, personally appeared STEPHEN SADDLER, 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 Zuzana Bursik



(Seal)

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

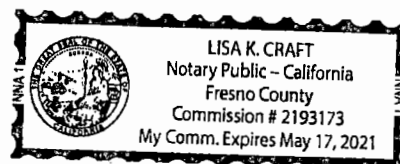
COUNTY OF Fresno

On January 8, 2019 before me, Lisa K. Craft, Notary Public, personally appeared Nathan Maggie, 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 Lisa K. Craft



(Seal)

ATTACHMENT 1

LEGAL DESCRIPTION OF THE REAL PROPERTY

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

PARCEL 1: APN 008-131-08T

Lots 17, 18, 19, 20, 21 and 22 in Block 34 of the Town (now City) of Firebaugh, according to the map thereof recorded in Miscellaneous Map Book 1 Page 13, Fresno County Records.

PARCEL 2: APN 008-130-09T

The Northwesterly 62.00 feet of the following described property:
Lots 23, 24 and 25 in Block 34 of the Town (now City) of Firebaugh, according to the map thereof recorded in Miscellaneous Map Book 1 Page 13, Fresno County Records.

NOTE: The Southeasterly line of said Northwesterly 62.00 feet is parallel with the Northwesterly line of said Lot 23.