

**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: 028-020-022; County of Shasta

**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 Shasta (**“County”**). The Judicial Council and the County each constitute a **“Party”** and collectively constitute the **“Parties”** to this Relinquishment & Termination.

RECITALS

A. On December 16, 2008, 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 Shasta County Superior Court’s (**“Court”**) court facility commonly known as the Burney Court, which is located in a building (**“Building”**) on certain real property owned by the County in the City of Burney, County of Shasta, State of California, having a street address of 20509 Shasta Street (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 December 16, 2008 (**“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 Shasta County on December 29, 2008, as Document No. 2008-0043662 ("**Memorandum**").

D. The Parties subsequently entered into that certain Equity Rights Purchase Agreement concurrently herewith and of the same date ("**Equity Rights 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 1,643 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 thirty-nine and forty-one one-hundredths percent (39.41%) 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 Common 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 desire 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 Rights 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. On or after the Effective Date, this Relinquishment & Termination is to be recorded in the Official Records of Shasta County with respect to the Real Property.

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.

JUDICIAL COUNCIL OF CALIFORNIA

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

By: _____
Name: Kristin Kerr
Title: Supervising Attorney
Date: _____

By: _____
Name: Millicent Tidwell
Title: Acting Administrative Director
Date: _____

ATTEST:
Mary Williams,
Acting Clerk of the Board

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

By: _____
Name: _____
Title: Deputy
Date: _____

By: _____
Name: Patrick Jones
By: Chairman, Board of Supervisors
Date: _____

APPROVED AS TO FORM:
Rubin E. Cruse, Jr.
Shasta County Counsel

By: _____
Name: James R. Ross
Title: Assistant County Counsel
Date: _____

**ATTACHMENT “1” TO
RELINQUISHMENT & TERMINATION**

**LEGAL DESCRIPTION OF
THE REAL PROPERTY**

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

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 3 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED IN THE DEED TO COUNTY OF SHASTA RECORDED FEBRUARY 7, 1964 IN BOOK 775 OF OFFICIAL RECORDS AT PAGE 241, SHASTA RECORDS.

APN: 028-020-022

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)

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)