

EXHIBITS

- Exhibit “A” Legal Description of the Land
- Exhibit “B” Excluded Tangible Personal Property Inventory
- Exhibit “C” Form of Grant Deed
- Exhibit “D” Site Plan of Real Property
- Exhibit “E” Floor Plan of Building
- Exhibit “F” Court Parking Plan
- Exhibit “G” List of Disputes as of the Effective Date
- Exhibit “H” Categories of Property Disclosure Documents
- Exhibit “I” List of Service Contracts
- Exhibit “J” Form of Datedown Certificate
- Exhibit “K” Form of Memorandum of Transfer Agreement
- Exhibit “L” Form of Termination of Memorandum
- Exhibit “M” Copy of Section 70324 of the Act

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

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

CITY OF PLACERVILLE, COUNTY OF EL DORADO, STATE OF CALIFORNIA, WITHIN THE FOLLOWING BOUNDARIES, TO WIT:

MAIN STREET ON THE SOUTH; HANGTOWN CREEK ON THE NORTH; BEDFORD AVENUE ON THE EAST; AND A STRAIGHT LINE DRAWN FROM MAIN STREET THENCE ALONG THE WEST SIDE OF LOT 4 OF BLOCK NO. 38 PROTRACTED AND CONTINUED IN ITS SAID COURSE TO SAID HANGTOWN CREEK, ON THE WEST.

APN: 011-221-10-100

EXHIBIT “B”

EXCLUDED TANGIBLE PERSONAL PROPERTY INVENTORY

The following items of tangible personal property that are owned, leased, or licensed by, the County on the Effective Date of the Transfer Agreement are excluded from the Tangible Personal Property and the County shall retain all rights to and responsibility for such items of tangible personal property notwithstanding the Transfers:

EXHIBIT "C"

GRANT DEED

WHEN RECORDED MAIL TO
STATE OF CALIFORNIA c/o Judicial Council of California Administrative Office of the Courts Office of the General Counsel 455 Golden Gate Avenue San Francisco, CA 94102 Attn: Melvin Kennedy, Managing Attorney

**OFFICIAL STATE BUSINESS – EXEMPT FROM
RECORDING FEES PURSUANT TO GOV'T. CODE SECTION
27383 AND DOCUMENTARY TRANSFER TAX PURSUANT
TO REVENUE AND TAXATION CODE SECTION 11922**

**SPACE ABOVE THIS LINE FOR
RECORDER'S USE**

GRANT DEED	Agency: Judicial Council of California Project: Main Street Courthouse, #09-A1
APN: 011-221-10-100, County of El Dorado	
COUNTY OF EL DORADO hereby GRANTS to THE STATE OF CALIFORNIA, on behalf of THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, the following described real property situated in the State of California, County of El Dorado, described as follows: See Exhibit "A" consisting of one (1) page attached hereto and by this reference made a part hereof. Dated: _____, 200__	
	GRANTOR: COUNTY OF EL DORADO, a political subdivision of the State of California By: _____ Name: _____ Title: Chair, Board of Supervisors

COUNTY ACKNOWLEDGMENT

**STATE OF CALIFORNIA
COUNTY OF EL DORADO**

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)

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION OF THE LAND

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

CITY OF PLACERVILLE, COUNTY OF EL DORADO, STATE OF CALIFORNIA, WITHIN THE FOLLOWING BOUNDARIES, TO WIT:

MAIN STREET ON THE SOUTH; HANGTOWN CREEK ON THE NORTH; BEDFORD AVENUE ON THE EAST; AND A STRAIGHT LINE DRAWN FROM MAIN STREET THENCE ALONG THE WEST SIDE OF LOT 4 OF BLOCK NO. 38 PROTRACTED AND CONTINUED IN ITS SAID COURSE TO SAID HANGTOWN CREEK, ON THE WEST.

APN: 011-221-10-100

EXHIBIT “D”

SITE PLAN OF REAL PROPERTY

[See attached.]

EXHIBIT “E”
FLOOR PLAN OF BUILDING

[See attached.]

EXHIBIT “F”
COURT PARKING PLAN

EXHIBIT "G"

LIST OF DISPUTES

1. Edward L. Kemper v. El Dorado County, United States District Court for the Eastern District of California, Sacramento Division, Case No. 2:08-cv-00384-GEB-GGH, filed February 20, 2008. Edward Kemper sued El Dorado County alleging violation of the Americans with Disabilities Act, the Rehabilitation Act of 1973, the California Disabled Rights Act, and the Unruh Civil Rights Act, among other things, in respect of equal access to land and buildings owned by the County, such as public county courthouses. The complaint seeks declaratory and injunctive relief in addition to compensatory and exemplary damages and a judgment requiring the County to make significant upgrades to County facilities, including walkways, parking lots, counters, doors, and restrooms. An Initial Scheduling Conference was scheduled for May 12, 2008.

EXHIBIT “H”

CATEGORIES OF PROPERTY DISCLOSURE DOCUMENTS

- Structural and Physical Condition. Copies of all Material Agreements depicting, evidencing, discussing, or otherwise related to the structural and/or physical condition of the Real Property, including but not limited to the plans and specifications for the original planning, design, and construction of all or any part of the Real Property, and for any later additions to or structural modifications of the Real Property, structural or engineering assessments, reports, or notices related to any part of the Real Property, inspection reports, valuation reports, documents evidencing repairs or maintenance made to or required for any part of the Real Property, whether planned, started, completed, or deferred, and all other documents and information discussing, disclosing, or revealing any structural or physical condition of the Real Property;
- Environmental. Copies of all environmental assessments and reports containing information concerning the environmental condition of the Real Property, including but not limited to any Phase I or Phase II environmental site assessments, asbestos reports, radon, mold, methane gas, or other indoor air quality studies, environmental impact reports, endangered species investigations, biological assessments, negative declarations, mitigated negative declarations, remedial action plans, notices received from or correspondence with any federal, state, or local governmental bodies concerning any actual, potential, or threatened violations of any Environmental Laws in, on, under, emanating from, adjacent to, or actually or potentially affecting the Real Property, no further action letters, environmental covenants and restrictions, closure reports, contracts between the County and any consultant for any ongoing work to investigate, assess, remediate, or monitor any actual or potential environmental hazard on or emanating from the Real Property, permits, documents, and inspection reports related to underground storage tanks, written disclosures given by the County to, or received by the County from, any third party describing or discussing any environmental condition in, on, under, emanating from, or adjacent to the Real Property, and any other reports, studies, assessments, investigations, permits, licenses, correspondence, or documents evidencing, depicting, or describing the environmental condition of the Real Property;
- Compliance with Laws. Copies of all instruments, permits, certificates, and licenses evidencing the extent to which the Real Property is in compliance with Law, including but not limited to certificates of occupancy for the Building, inspection certificates for any base Building systems for which the County is responsible, if any, including elevators, fire/life safety equipment, boilers, and

emergency generators, and other base Building systems for which periodic inspection, permitting, or certification is required, a current license and certificate of registration for any motorized vehicles included in the Tangible Personal Property, any assessments, reports or analyses reflecting the status of compliance of the Real Property with the ADA, permits and approvals (to the extent required) for any ongoing capital improvements, and repair or maintenance projects (whether or not Pending Projects) being performed by or for the County, current and sufficient licenses for all software and other proprietary materials included within the Tangible Personal Property or Intangible Personal Property, notices from and correspondence with any third party concerning any actual or claimed violations of any Law related to the Real Property, and other documents, instruments, agreements, permits, licenses, and certificates in any way related to the status of the County's compliance with Law in respect of the Real Property;

- Occupancy Agreements. Copies of all existing, written Occupancy Agreements for the Real Property, a written description of the terms of any unwritten agreement or understanding with any Occupant for occupancy or use of the Real Property, and copies of all notices to or from, and material correspondence with, any Occupant (other than the Court) or any other third party who has or claims any right to occupy or use, the Real Property;
- Intangible Personal Property. Copies of all documents creating, evidencing, or describing the Intangible Personal Property, a written description of the terms of any unwritten agreement or understanding with any third party under which the County has or claims a right in any Intangible Personal Property, including unwritten agreements or understandings concerning the provision of services, materials, supplies, warranties, guaranties, indemnification rights, or other rights of the County in respect of the Real Property; and copies of any notices to or from, and any correspondence with, any person or entity that is obligated to provide to the County, or from whom the County believes it is entitled to receive, an Intangible Personal Property right related to the Real Property;
- Damage, Destruction and Loss. Copies of all documents, correspondence, pictures, claims tendered under insurance policies, damage assessments, police reports, fire department reports, estimates, bids, or proposals for repair or replacement, agreements, and other materials describing, evidencing, depicting, or related to any casualty, event, or occurrence that resulted in damage to, or destruction, theft, or loss of, the Property where such damage, destruction or loss:
 - will not have been fully repaired or replaced by, and at the sole expense of, the County and/or the County's insurer, as of the Closing Date; or
 - is not fully insured, and the County's good faith estimate of the funds required to repair or replace the damage to, or destruction, theft, or loss of,

the affected Property (net of the deductible amount on any applicable County insurance policy) is greater than Five Hundred Dollars (\$500.00);

- Condemnation. Copies of notices received by the County, and any correspondence between the County and any third party concerning, any actual or proposed condemnation or eminent domain proceedings, or any pending or proposed widening, modification, or realignment of any street or highway contiguous to the Real Property, that would or might, in either case, result in a taking of the Real Property, and copies of any claims, demands for mediation, arbitration, or other dispute resolution procedure, and causes of action or complaints received by the County in connection with any actual or proposed condemnation or eminent domain proceeding affecting the Real Property;
- Legal Proceedings. A reasonably-detailed written description of each Dispute, together with a description of the current status of each such Dispute, contact information for the attorney primarily representing the County in each Dispute (whether or not a County employee) and, to the extent specifically requested by the AOC, such other pleadings, correspondence, demands, briefs, settlement proposals, and other documents related to any Dispute;
- Miscellaneous Disclosures. Copies of any other documents, agreements, instruments, notices, correspondence, or other written materials that describe, depict, or relate to any other right, benefit, entitlement, liability, risk, condition, or circumstance affecting the Property, and reasonably-detailed written descriptions of any and all undocumented liabilities, risks, conditions, or circumstances affecting the Property, not otherwise specifically contemplated in this Exhibit; and
- Summary of Excluded Documents. A written list setting forth the title and general subject matter of the Excluded Documents that the County did not provide or otherwise make available to the AOC because they are subject to the attorney-client or attorney work product privileges or because the County is bound by a written confidentiality obligation that precludes the AOC's review and inspection.

EXHIBIT “T”

LIST OF SERVICE CONTRACTS

EXHIBIT “J”

FORM OF DATEDOWN CERTIFICATE

A. The Judicial Council of California, Administrative Office of the Courts (“AOC”), and the County of El Dorado, a political subdivision of the State of California (“County”), have entered into that certain Transfer Agreement For The Transfer of Responsibility For Court Facility dated as of _____, 2008 (“Agreement”). Capitalized terms used in this Certificate have the meanings ascribed to them in the Agreement.

B. Under the Agreement, the AOC has requested from the County the TOT Closing Documents in preparation for the Transfer of Title.

C. This Certificate is given by the County and the AOC to one another to update and confirm their representations and warranties given in the Agreement;

THEREFORE, the County and the AOC each certify as follows to the other:

1. The County certifies as follows to the AOC, effective on the TOT Closing Date:

a. All of the County’s representations and warranties set forth in section 7.1 of the Agreement are true, correct, and complete in all respects, except as specifically set forth on **Schedule 1** attached to and made a part of this Certificate; and

b. All of the County’s conditions to the Transfer of Title set forth in section 5.3.1.2 of the Agreement have been satisfied or waived;

2. The AOC certifies as follows to the County, effective on the TOT Closing Date:

a. All of the AOC’s representations and warranties set forth in section 7.2 of the Agreement are true, correct, and complete in all respects, except as specifically set forth on **Schedule 2** attached to and made a part of this Certificate; and

b. All of the AOC’s conditions to the Transfer of Title set forth in sections 5.3.1.1 and 5.3.2 of the Agreement have been satisfied or waived;

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of the _____ day of _____, 200__.

APPROVED AS TO FORM:
Administrative Office of the Courts,
Office of the General Counsel

**JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE
COURTS**

By: _____
Name: _____
Title: Attorney
Date: _____

By: _____
Name: _____
Title: Senior Manager, Business Services
Date: _____

ATTEST:
_____, Clerk of the Board

**COUNTY OF EL DORADO, a political
subdivision of the State of California**

By: _____
Deputy

By: _____
Name: _____
Title: Chair, Board of Supervisors
Date: _____

SCHEDULE 1 TO EXHIBIT “J”

SCHEDULE 2 TO EXHIBIT “J”

EXHIBIT "K"

FORM OF MEMORANDUM OF TRANSFER AGREEMENT

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

STATE OF CALIFORNIA
c/o Judicial Council of California
Administrative Office of the Courts
Office of the General Counsel
455 Golden Gate Avenue
San Francisco, CA 94102
Attn: Melvin Kennedy, Managing Attorney
Office of the General Counsel, Real Estate Unit

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

APN(S): 011-221-10-100; County of El Dorado

MEMORANDUM OF TRANSFER AGREEMENT

This Memorandum of Transfer Agreement ("**Memorandum**") is made and entered into this ____ day of _____ 200__, by and between the County of El Dorado, whose present address is 330 Fair Lane, Placerville, California 95667 ("**County**"), and the Judicial Council of California, Administrative Office of the Courts, whose present address is 455 Golden Gate Avenue, San Francisco, California 94102 ("**AOC**"), on behalf of the State of California, whose present address is 707 Third Street, 5th Floor, West Sacramento, California, 95605 Attention: Department of General Services, Real Estate Services Division, Acquisition Unit ("**State**"), with respect to the following facts:

RECITALS

A. The County is the owner of certain real property located in the City of Placerville, County of El Dorado, State of California and having a street address of 495 Main Street, as more particularly described on **Attachment 1** attached hereto and incorporated herein ("**Land**"), together with all buildings, structures, and improvements located on and affixed to the Land (together with the Land, the "**Real Property**");

B. Under the Trial Court Facilities Act of 2002, Government Code §§ 70301 *et seq.*, the AOC and the County have entered into that certain Transfer

Agreement For The Transfer of Responsibility For Court Facility (“**Agreement**”), setting forth the terms and conditions for the transfer from the County to the AOC of responsibility for funding and operation of the Real Property, and for the transfer of title to the Real Property from County to State on behalf of the Judicial Council of California (“**Transfer of Title**”);

C. This Memorandum is recorded in the Official Records of the County against the Real Property for the purpose of memorializing the existence of the Agreement, and the State’s right to consummate the Transfer of Title in accordance with the terms set forth in the Agreement. The terms and conditions of the Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, this Memorandum has been executed as of the date first above written.

APPROVED AS TO FORM:
Administrative Office of the Courts,
Office of the General Counsel

**JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE
COURTS**

By: _____
Name: Leslie G. Miessner
Title: Attorney
Date: _____

By: _____
Name: Grant Walker
Title: Senior Manager, Business Services
Date: _____

ATTEST:
_____, Clerk of the Board

**COUNTY OF EL DORADO, a political
subdivision of the State of California**

By: _____
Deputy

By: _____
Name: _____
Title: Chair, Board of Supervisors
Date: _____

AOC ACKNOWLEDGMENT

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)

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

**STATE OF CALIFORNIA
COUNTY OF EL DORADO**

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)

**STATE OF CALIFORNIA
COUNTY OF EL DORADO**

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 EXHIBIT “K”

LEGAL DESCRIPTION OF THE LAND

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

CITY OF PLACERVILLE, COUNTY OF EL DORADO, STATE OF CALIFORNIA, WITHIN THE FOLLOWING BOUNDARIES, TO WIT:

MAIN STREET ON THE SOUTH; HANGTOWN CREEK ON THE NORTH; BEDFORD AVENUE ON THE EAST; AND A STRAIGHT LINE DRAWN FROM MAIN STREET THENCE ALONG THE WEST SIDE OF LOT 4 OF BLOCK NO. 38 PROTRACTED AND CONTINUED IN ITS SAID COURSE TO SAID HANGTOWN CREEK, ON THE WEST.

APN: 011-221-10-100

EXHIBIT “L”

FORM OF TERMINATION OF MEMORANDUM

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

JUDICIAL COUNCIL OF CALIFORNIA
Administrative Office of the Courts
Office of the General Counsel
455 Golden Gate Avenue
San Francisco, CA 94102
Attn: Assistant Director, Office of Court
Construction and Management

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY
TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

APN(S): 011-221-10-100; County of El Dorado

TERMINATION OF MEMORANDUM

This Termination of Memorandum (“**Termination**”) is made and entered into by and between the Judicial Council of California, Administrative Office of the Courts (“**AOC**”), and the COUNTY OF EL DORADO (“**County**”). The AOC and the County each constitute a “**Party**” and collectively constitute the “**Parties**” to this Termination.

RECITALS

A. On _____, 20____, the County and the AOC caused to be recorded a Memorandum of Agreement in the Official Records of the County as Instrument No. _____ (the “**Memorandum**”).

B. The County and the AOC have consummated the transactions memorialized in the Memorandum and have agreed to record this Termination in the Official Records of the County to remove the Memorandum as a matter of public record.

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

APPROVED AS TO FORM:
Administrative Office of the Courts,
Office of the General Counsel

**JUDICIAL COUNCIL OF
CALIFORNIA, ADMINISTRATIVE
OFFICE OF THE COURTS**

By: _____
Name: _____
Title: Attorney
Date: _____

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

ATTEST:
_____, Clerk of the Board

**COUNTY OF EL DORADO, a political
subdivision of the State of California**

By: _____
Deputy

By: _____
Name: _____
Title: Chair, Board of Supervisors
Date: _____

AOC ACKNOWLEDGMENT

**STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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)

**STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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

STATE OF CALIFORNIA
COUNTY OF EL DORADO

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)

STATE OF CALIFORNIA
COUNTY OF EL DORADO

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)

EXHIBIT "M"

COPY OF SECTION 70324 OF THE ACT

Section 70324.

(a) If responsibility for court facilities is transferred from the county to the state pursuant to a negotiated agreement, and the building containing those court facilities is rated as a level V seismic rating, the following provisions shall apply to the transfer.

(1) Except as provided in paragraph (3), the county shall be responsible for any seismic-related damage and injury, including, but not limited to, damage and injury to real property, personal property, and persons, only to the same extent that the county would be liable for that damage and injury if responsibility was not transferred to the state, and the county shall indemnify, defend, and hold the state harmless from those claims.

(2) Except as provided in paragraph (3), in the event that seismic-related damage occurs to a building containing court facilities for which the county retains liability under this section, the county either shall make repairs to the damage or provide funds to the state sufficient to make those repairs, in order to bring the damaged portions of the building containing court facilities back to the condition in which they existed before the seismic-related event. The county may postpone the making of repairs to the damage or providing funds to the state for those repairs, if it provides the court, at county expense, with necessary and suitable temporary facilities, subject to the agreement of the Judicial Council.

(3) The county shall not be liable for any damage or injury sustained in a seismic event to the extent the damage or injury is attributable to actions or conditions created by or under the control of the state. The state shall indemnify, defend, and hold the county harmless from any liability resulting from that damage or injury. The state does not have a duty to make changes or repairs to improve the seismic condition of the building.

(4) As part of, or subsequent to, the transfer agreement, the county and the Judicial Council may agree on a method to address the seismic issue so that the state does not have a financial burden greater than it would have had if the court facilities initially transferred were court facilities in buildings rated as a level IV seismic rating.

(b) This section shall not apply to events occurring on or after the earliest of the following dates:

(1) The facilities covered by this section are seismically-rated at any level lower than level V.

(2) The facilities are no longer used as court facilities.

(3) Thirty-five years from the date of transfer of the facilities.

(4) The county has complied with the conditions for relief from liability contained in an agreement pursuant to paragraph (4) of subdivision (a) addressing the seismic issue with regard to the facility, and the agreement has been approved by the Director of Finance.

(c) The provisions of this section shall prevail over any conflicting provisions of this chapter in regard to transfer of responsibility for court facilities in buildings rated as a level V seismic rating.

(d) This section shall not be deemed to impose greater liability on a county for seismic-related damage to third parties other than it would have if the responsibility for court facilities had not transferred to the state.

(e) Nothing in this chapter shall require the transfer of responsibility for court facilities in a building that is rated as a level V seismic rating.

(f) The terms of this section in effect at the time an agreement is executed for transfer of responsibility shall continue to govern that agreement for transfer, notwithstanding any subsequent repeal of this section.

(g) This section shall remain in effect only until January 1, 2010, and, as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2010, deletes or extends that date.