

**AGREEMENT FOR PURCHASE AND SALE AND
JOINT ESCROW INSTRUCTIONS**

SKYDIVE ELSINORE LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
VACANT LAND, LAKE ELSINORE, CA
APN 370-120-063

This AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is made and entered into by and between **City of Lake Elsinore (“Buyer”)**, and **Skydive Elsinore LLC, a California Limited Liability Company (“Seller”)**, with reference and respect to the “**Recitals**” set forth in paragraphs A through E below. Buyer and Seller are sometimes individually referred to herein as “**Party**” and collectively as “**Parties**”. The Parties hereto have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement is effective when it is fully executed by the Parties (“**Effective Date**”). Buyer may, but need not, confirm the Effective Date to Seller as the later of the date indicated on the signature page below that (i) this Agreement has been approved as to form, executed and dated by Buyer and (ii) Seller has executed and dated this Agreement. Seller hereby agrees that if Seller has not dated this Agreement at the time Seller delivers the same to Buyer or Escrow Agent, then Buyer or Escrow Agent may date the same as of the date of delivery, and/or receipt.

RECITALS

A. Seller is the owner in fee simple of certain real property located at Vacant Land within the City of Lake Elsinore, Riverside County, California, designated as Assessor Parcel Number(s) APN 370-120-063 and more particularly described in EXHIBIT 1 attached hereto and incorporated herein by this reference (“**Property**”).

B. Buyer desires to acquire certain property interests from the Property for the construction of the Murrieta Creek Multi-Use Trail Project (“**Project**”). This Agreement is executed with the understanding that Buyer possesses the power of eminent domain. The real property interests Buyer seeks to acquire from the Property are described below:

(i) *Permanent Easement* . A Permanent Easement interest on the Property for public use in connection with the Project, including right of way, trail use and related appurtenances and uses described more particularly in the Grant of Easement Deed attached as EXHIBIT 2. The Grant of Easement is on that certain portion of the Property consisting of approximately 32,234.40 S.F. (hereinafter referred to as the “**Permanent Easement**”) and more fully described and depicted in EXHIBIT A and EXHIBIT B to the Grant of Easement, including, without limitation, any and all improvements located thereon, for the purpose of developing, constructing, operating and maintaining the Project.

(ii) *Temporary Construction Easement*. A temporary and non-exclusive

construction easement and right of way (hereinafter referred to as the “**Temporary Construction Easement**”) pursuant to a Temporary Construction Easement Deed in the form attached as EXHIBIT 3 attached hereto and incorporated herein by this reference (hereinafter referred to as the “**TCE Grant**”), over, above, on, under, in, across, along and through that certain portion of the Property consisting of approximately 19,602 S.F., more fully described and depicted in EXHIBIT A and EXHIBIT B to the TCE Grant (hereinafter referred to as the “**Temporary Construction Easement Area**”), including, without limitation, the landscaping and/or improvements thereon, if any.

C. Buyer extended to Seller a written offer dated August 16, 2024 pursuant to Government Code Section 7267.2 to purchase the Permanent Easement and Temporary Construction Easement for the Project.

D. The Parties negotiated Buyer’s purchase of the Permanent Easement and use of the Temporary Construction Easement and have reached an agreement regarding the terms of Buyer’s purchase of the Permanent Easement and Temporary Construction Easement Area.

E. Seller is willing to grant to Buyer the Permanent Easement and Temporary Construction Easement, subject to the terms set forth in this Agreement. Seller and Buyer hereby acknowledge and agree that Buyer is acquiring the Permanent Easement and use of the Temporary Construction Easement for public use in connection with the Project, and that the Permanent Easement and Temporary Construction Easement is necessary for the construction, operation, and/or maintenance of the Project. The Parties further agree and acknowledge that if the Parties had not reached an agreement for Buyer’s purchase of the Permanent Easement and use of the Temporary Construction Easement, buyers staff would have recommended that Buyer’s governing body consider the adoption of a resolution of necessity authorizing the initiation of an eminent domain proceeding to acquire the Permanent Easement and use of the Temporary Construction Easement in accordance with the Eminent Domain Law. Buyer’s governing body has the sole and exclusive discretion to make the findings required by Code of Civil Procedure section 1240.030 for the adoption of a resolution of necessity pursuant to the Eminent Domain Law. (Code of Civil Procedure section 1245.220). This Agreement is not a commitment or an announcement of intent to acquire any other real property interests that Buyer may seek to acquire for the Project. Seller is solely responsible for consulting its tax advisors or seeking a letter ruling from the Internal Revenue Service regarding the applicability of 26 U.S.C. Section 1033 to Seller’s sale of the Permanent Easement and use of the TCE to Buyer in connection with the Project. Buyer makes no express or implied representation regarding the applicability of 26 U.S.C. Section 1033 to this transaction.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the covenants, agreements, representations and/or warranties contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties hereby agree as follows:

TERMS/AGREEMENT

1. PURCHASE AND SALE.

1.1 Permanent Easement and Temporary Construction Easement. Seller agrees to sell to Buyer the Permanent Easement and to authorize Buyer to use the Temporary Construction Easement, subject to the terms and conditions set forth herein, including, without limitation, the additional terms and conditions related to the Temporary Construction Easement set forth in Section 1.4 below.

1.2 Purchase Price. The total purchase price for the Permanent Easement and use of the Temporary Construction Easement is THIRTY-SIX THOUSAND NINE HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS (\$36,975.00.00) ("**Purchase Price**"). It is understood and agreed between the Parties that payment of the Purchase Price includes, without limitation, payment for all improvements, if any, in or on the Permanent Easement and any improvements demolished as expressly permitted by this Agreement, and/or the TCE Grant, which improvements the Parties acknowledge and agree are considered to be part of the realty or real property and are being acquired by Buyer in this transaction and, therefore, may be removed and disposed of, without the obligation to replace or pay any consideration in addition to that set forth in this Section 1.2.

1.3 Payment of Purchase Price. At the Closing (defined in Section 2.3 below), Buyer shall pay to Seller through Escrow (defined in Section 2 below) the Purchase Price, payable in cash, by cashier's or certified check, or by wire transfer.

1.4 Temporary Construction Easement. Seller's Grant of the Temporary Construction Easement to Buyer is subject to the terms and conditions of the TCE Grant attached hereto, and incorporated herein by this reference.

1.4.1 Seller shall and does hereby grant to Buyer the Temporary Construction Easement pursuant to the terms and conditions described more particularly in the TCE Grant. Pursuant to the TCE Grant, Buyer has the right to access and use the Temporary Construction Easement Area to facilitate the construction of the Project, and for all activities and uses necessary and convenient thereto in connection with the construction and operation of the Project as set forth in the TCE Grant and in accordance with the terms and conditions set forth therein.

1.4.2 The term of the Temporary Construction Easement shall be the period beginning on the commencement date described in the TCE Grant for a period of twelve (12) months with an option for Buyer to extend the term in accordance with the TCE Grant.

1.4.3 A temporary construction barrier may be installed at or near the perimeter of the Temporary Construction Easement Area once the construction is started and the Temporary Construction Easement Area is disturbed by demolition and/or construction. At the expiration of the Temporary Construction Easement, Buyer shall, subject to reasonable wear and tear, restore the Temporary Construction Easement Area to a condition as near as practicable to the condition that existed immediately prior to Buyer's operations. Buyer shall not, however, be required to restore (i) landscaping or any other improvements for which Seller has been paid under or pursuant to Section 1.2 of this Agreement, or (ii) any other changed condition or

circumstance not resulting from Buyer's operations, negligence or greater fault, to the pre-existing condition.

1.4.4 While on the Temporary Construction Easement Area, Buyer will comply with all applicable laws, rules and regulations. Buyer will be responsible and liable for any damage to the Property to the extent the same is both (i) proximately caused by the negligent acts or greater fault of Buyer in connection with its use or occupancy of the Property for the purposes specified herein and (ii) not (a) remedied in accordance with or otherwise resolved or covered as a result of the terms of this Agreement, including, without limitation, the payment(s) to be made hereunder and/or pursuant hereto or (b) permitted, contemplated, waived or released by the terms of this Agreement or the TCE Grant.

2. ESCROW.

2.1 Opening of Escrow. Within ten (10) business days following the Effective Date, Seller and Buyer shall open an escrow ("**Escrow**") for the grant of the Permanent Easement and Temporary Construction Easement with Commonwealth ("**Escrow Holder**"). For purposes of this Agreement, the Escrow shall be deemed open on the first date after the Effective Date that Escrow Holder shall have received a fully-executed copy of this Agreement from Buyer ("**Opening of Escrow**"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened ("**Opening Date**").

2.2 Escrow Instructions. This Agreement constitutes the joint basic escrow instructions of Buyer and Seller for grant of the Permanent Easement and Temporary Construction Easement. Buyer and Seller shall execute, deliver and be bound by any reasonable and customary supplemental or additional escrow instructions ("**Additional Instructions**") of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. However, any such Additional Instructions shall not conflict with, amend or supersede any portions of this Agreement unless expressly consented or agreed to in writing by both Seller and Buyer. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. For purposes of this Agreement, "**Closing**" means the closing or close of Escrow by the recordation in the Official Records of Riverside County, California, of (i) a Grant of Easement in the form attached as EXHIBIT 2 hereto, including, without limitation, EXHIBIT A and EXHIBIT B thereto, which describe and depict the Permanent Easement and (ii) TCE Grant in the form attached as EXHIBIT 3 hereto, including without limitation, EXHIBIT A and EXHIBIT B thereto, as well as the disbursement of funds and distribution of any other documents by Escrow Holder, all as described in this Agreement. Subject to the satisfaction of the conditions precedent below, Closing is to occur sixty (60) days following the Opening Date ("**Closing Date**"); provided, however, that Closing and, therefore, the Closing Date shall be extended as provided in Section 8.6 below; and provided, further, that Closing may occur upon such earlier or later date as the Seller and Buyer mutually agree to in writing or as otherwise provided in this Agreement. Buyer and Seller may mutually agree to change the Closing Date by

joint written notice to Escrow Holder. The Closing shall be conditioned upon satisfaction, or written waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto. In the event the Escrow is not in a condition for the Closing to occur by the Closing Date for any reason other than the uncured breach of either Buyer or Seller, then any Party who is not then in default of the terms of this Agreement may terminate this Agreement as provided in Article 6. If no (and until a) notice of termination as provided in Article 6 is received by Escrow Holder, Escrow Holder is instructed to proceed with Closing as soon as possible.

2.4 Costs of Escrow. Because of Buyer's status as a public entity, pursuant to California Revenue and Taxation Code Section 11922, no documentary transfer tax will be payable with respect to the conveyance(s) contemplated by this Agreement. Similarly, pursuant to California Government Code Section 27383, no recording fees will be payable with respect to the recording of the Grant of Easement and TCE Grant. Buyer shall pay the reasonable and customary costs of any Title Policy (defined below). Buyer shall pay the Escrow fees and any notary fees attributable to the Grant of Easement and TCE Grant. Buyer shall also pay the additional costs, if applicable, associated with any title endorsements requested by Buyer. Escrow Holder shall endeavor to provide an estimated Closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date.

2.5 Buyer's Conditions Precedent to Close of Escrow. The Closing and Buyer's obligation to acquire the Permanent Easement and Temporary Construction Easement and pay the Purchase Price is subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions; provided, however, that the occurrence of the Closing shall not waive or release any breach of or failure to perform under this Agreement by Seller not actually known to Buyer on or prior to the Closing Date):

2.5.1 Seller shall have tendered into Escrow all payments, if any, and documents required of Seller pursuant to this Agreement, including the Grant of Easement, TCE Grant and any necessary Consents and Disclaimers from any persons or entities that have a right to use or possession of the Permanent Easement or the Temporary Construction Easement Area.

2.5.2 Seller shall have completed in a timely fashion all of Seller's obligations which are to be completed prior to the Closing as provided in this Agreement.

2.5.3 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue any Title Policy required pursuant to this Agreement, subject only to the Permitted Exceptions, as set forth in more detail in Article 3 below.

2.5.4 All representations and warranties of Seller hereunder shall be true and correct as of the Effective Date and as of the Closing.

2.5.5 All property taxes and assessments attributable to the Permanent Easement to the date of Closing shall have been paid by Seller before delinquency and shall be current as of the Closing; provided, however, that, to the extent the same are available, the Purchase Price proceeds may be used to make such payments.

2.5.6 Buyer shall have approved Escrow Holder's estimated Closing costs statement; such approval shall not be unreasonably withheld, conditioned, or delayed.

2.5.7 Buyer shall have determined that the Permanent Easement and Temporary Construction Easement are suitable for Buyer's intended use and development, as set forth in more detail in Article 4 below.

2.6 Seller's Conditions Precedent to Close of Escrow. The Closing and Seller's obligation to grant the Permanent Easement and Temporary Construction Easement are subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date:

2.6.1 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.6.2 Buyer shall have completed in a timely fashion all of its obligations, which are to be completed prior to the Closing as provided in this Agreement.

2.6.3 Seller shall have approved Escrow Holder's estimated Closing costs statement.

2.7 Buyer's Payments and Documents. Not less than one (1) day prior to Closing, Buyer shall pay or tender (as applicable) to Escrow Holder the following-described funds and documents (in recordable form, as necessary or appropriate):

2.7.1 The Purchase Price.

2.7.2 Funds required to pay the Escrow fees, recording fees and notary fees attributable to the Grant of Easement Deed and TCE Grant, as well as the costs of any Title Policy, and the additional costs, if applicable, associated with any title endorsements requested by Buyer payable by Buyer pursuant to Section 2.4 of this Agreement.

2.7.3 Funds required to pay any additional reasonable charges customarily charged to buyers in accordance with common escrow practices in Riverside County.

2.7.4 Certificate accepting the Grant of Easement and TCE Grant.

2.7.5 Such other documents and funds required of Buyer under this Agreement and, to the extent reasonable, customary or usual, by Escrow Holder in the performance of its contractual or statutory obligations.

2.8 Seller's Payments and Documents. No less than one (1) day prior to Closing, Seller shall pay or tender (as applicable) to Escrow Holder the following-described funds and documents (in recordable form, as necessary or appropriate):

2.8.1 The fully-executed and acknowledged Grant of Easement and TCE Grant.

2.8.2 A FIRPTA (Foreign Investment in Real Property Tax Act) Certificate/Non-Foreign Status Affidavit complying with Federal laws, rules and requirements and an appropriate California Form 593 (for example, Form 593-C); Buyer's failure to provide either instrument shall result in tax withholding, payment and the like in accordance with applicable laws, rules and regulations.

2.8.3 Such other documents and funds required of Seller under this Agreement and, to the extent reasonable, customary or usual, by Escrow Holder in the performance of its contractual or statutory obligations, including, without limitation, such instruments as are required in connection with the issuance of any Title Policy, such as a seller's statement, owner's affidavit, gap indemnity and the like.

2.9 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.9.1 Obtain consents and subordination agreements from the holders of any liens or encumbrances sufficient to assure that the Permanent Easement is permitted and not junior or subordinate to any lien or encumbrance that, through foreclosure, could cause a loss of the easement rights represented by the Grant of Easement. If Seller elects to satisfy and remove any such exceptions from funds otherwise payable to Seller through Escrow, before such payments or charges are made, Escrow Holder shall notify Seller of the terms necessary to satisfy and remove such monetary liens or encumbrances, and Seller shall approve the disbursement of necessary funds. Obtain consents from any lessees or parties with right to possession confirming that they consent to Buyer's use of the Temporary Construction Easement Area subject to the terms of the TCE Grant.

2.9.2 Pay, and charge Buyer and/or Seller, as appropriate, for any fees, charges and costs payable under this Agreement, including, but not limited to, Sections 2.7 and 2.8 above. Before such payments or charges are made, Escrow Holder shall notify Buyer and Seller of the fees, charges and costs necessary to clear title and proceed with Closing.

2.9.3 Record the Grant of Easement and TCE Grant, as well as any other instruments, as appropriate, delivered through Escrow.

2.9.4 Subject to Subsection 2.8.3 above, withhold from funds otherwise payable to Seller at Closing such amount as Buyer is required to withhold therefrom pursuant to the following: (i) California Revenue and Taxation Code Section 18662 (i.e., 3 1/3% of the total sales price) and timely submit such sums to the California Franchise Tax Board, unless Buyer is relieved of such withholding requirements under the provisions of said Section 18662; and (ii) Federal laws, rules and/or regulations, including, without limitation, those identified in Subsection 2.8.2 and timely pay over such funds to the appropriate Federal agency or authority, unless Buyer is relieved of such withholding requirements under the provisions of such laws, rules and regulations by Seller's provision of (and Seller actually provides) an appropriate affidavit(s) and/or statement(s). Further, deliver to each Party copies of all such withholding forms, affidavits and/or certificates.

2.9.5 Disburse such other funds and deliver such other documents to the Party or Parties entitled thereto.

2.9.6 Cause any Title Policy to be issued.

2.10 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 8.1 below for notices, demands, and communications between Buyer and Seller.

3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Closing for Buyer's benefit that the Permanent Easement be subject only to the Permitted Exceptions and that the Grant of Easement be superior to any lien or encumbrance that, through foreclosure or other enforcement, could cause the easements to be wiped out as a junior encumbrances. At, and as a condition of, Closing for Buyer's benefit, Commonwealth ("**Title Company**") shall be prepared to issue to Buyer, upon Closing, a policy of title insurance (whether a CLTA, ALTA or ALTA extended coverage policy, as determined by Buyer, the "**Title Policy**") in an amount equal to the Purchase Price, showing the Permanent Easement subject only to the Permitted Exceptions, and the Grant of Easement, including the easements granted thereunder, as senior to any monetary lien or encumbrance that, through foreclosure or other enforcement, could cause the Grant of Easement, including the easement rights granted thereunder, to be wiped out. Escrow Holder shall cause Title Company to issue the Title Policy to Buyer upon the occurrence of the Closing.

3.2 Permitted Exceptions. The term "**Permitted Exceptions**" as used herein shall mean the following conditions and exceptions to title or possession:

3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.2.2 A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Closing; provided, however, that, notwithstanding anything contained in this Agreement to the contrary, Seller shall be responsible and liable for all taxes that relate to any period prior to the Closing, including, without limitation, supplemental taxes which are not assessed or charged and/or which do not become due or owing until after the Closing.

3.2.3 Matters affecting the condition of title created by or with the consent of Buyer.

3.2.4 Other exceptions to title disclosed by the Title Report (as defined in Section 3.3 below) which have been approved in writing by Buyer prior to the Closing.

3.2.5 Any other exceptions to title which are or will become subordinate to the Grant of Easement and TCE Grant as reflected in the Title Policy pursuant to subordination agreements acceptable to Buyer and the Title Company.

3.3 Title Report. Buyer shall endeavor to obtain and provide to Seller, within fifteen (15) calendar days following the Opening of Escrow or as soon as reasonably possible thereafter, a standard preliminary report from the Title Company, together with copies of the underlying documents relating to the Schedule B exceptions set forth in such report (collectively, the **"Title Report"**).

4. SUITABILITY AND CONDITION OF PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT.

4.1 Determination of Suitability and Approval of Environmental and Other Conditions. It is a condition precedent to the Closing for Buyer's benefit that Buyer has determined that the Permanent Easement and Temporary Construction Easement is suitable for Buyer's intended use, as determined by Buyer in its sole discretion. Prior to the Closing Date, Buyer shall determine whether the Permanent Easement and Temporary Construction Easement Area are suitable and shall provide to Seller and Escrow Holder its written notice of such determination; provided, however, that any failure of Buyer to provide notice shall be deemed approval; and, in connection with any disapproval, Buyer may, but need not, include its election to extend the Closing Date as provided in Section 8.6 below. In the event Buyer determines that the Permanent Easement and Temporary Construction Easement are suitable, such determination by Buyer shall not alter or diminish Seller's covenants, agreements, representations and/or warranties made herein or under law, unless a representation or warranty is expressly and specifically waived in writing in whole or in part by Buyer. In the event Buyer determines that the Permanent Easement and/or the Temporary Construction Easement Area are not suitable, then Buyer may terminate this Agreement as provided in Section 6.1 below.

4.2 Inspections, Testing and Right of Entry. Prior to Closing, Buyer may conduct, at Buyer's sole expense, such inspections and testing of the Permanent Easement and/or Temporary Construction Easement Area, including, without limitation, any improvements thereon, as Buyer may desire or deem appropriate, in Buyer's sole discretion, to determine the suitability of the Permanent Easement and Temporary Construction Easement Area for Buyer's intended use. In conducting such inspections and testing, Buyer shall endeavor to minimize damage to the Permanent Easement and Temporary Construction Easement Area, as well as any improvements thereon, and shall, in the event the Closing fails to occur as the result of a condition outside of Buyer's control, return the Permanent Easement and Temporary Construction Easement Area, including any improvements thereon, to their condition prior to the inspections and testing, except that Buyer shall have no responsibility or liability for returning the Permanent Easement and/or Temporary Construction Easement Area to their prior condition to the extent that any change or modification resulted from (i) reasonable wear and tear, (ii) force majeure or (iii) any other cause not within the reasonable control of Buyer, including, without limitation, the acts or omissions of any person or entity other than Buyer and/or its Representatives. Seller hereby grants to Buyer and its Representatives permission and a license

to enter upon the Permanent Easement and/or Temporary Construction Easement Area at all reasonable times prior to the Closing Date for the purpose of conducting such inspections and testing. In the event the Permanent Easement and/or Temporary Construction Easement Area is occupied by any person(s) other than Seller, Seller shall make arrangements with such person(s) to ensure access by Buyer, including, without limitation, Buyer's Representatives, in order to conduct the inspections and testing pursuant to this Section 4.2.

5. SELLER'S ACKNOWLEDGMENT AND GENERAL RELEASE.

5.1 Full Satisfaction. Seller acknowledges that, absent the applicable waivers and releases such as those in this Agreement and in accordance with applicable provisions of California law, Seller may be entitled to the payment of relocation expenses, payments for loss of goodwill, inverse condemnation, unlawful pre-condemnation conduct, severance damages, temporary losses, permanent damages and other benefits and reimbursements other than and/or in addition to those expressly provided for in this Agreement (collectively, "**Benefits**") in connection with Buyer's acquisition of the Permanent Easement and use of the Temporary Construction Easement Area as well as the other matters covered herein. Seller acknowledges and agrees that payment and receipt of the Purchase Price includes, without limitation, full payment of, for and with respect to the Benefits, including, without limitation, just compensation, lease bonus value, business goodwill, lost profits, furniture, fixtures and equipment, relocation expenses, precondemnation damages, severance damages, damages from claims of inverse condemnation, attorney fees, appraisal and other expert fees and costs, loss of rents, lost profits, interest, and any and all other damages that can or could be brought against the Buyer in connection with the Project or Buyer's acquisition of the Permanent Easement and use of the Temporary Construction Easement. The Parties expressly agree that the Purchase Price is for a complete settlement of all claims (known and unknown), causes of action and demands of Seller against Buyer because of Buyer's purchase of the Permanent Easement and Temporary Construction Easement and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement. Consistent with the foregoing as well as Section 9.2 below, Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer's performance under this Agreement constitutes full and complete satisfaction of Buyer's obligations to provide the Benefits to Seller and to compensate Seller not only for the purchase of the Permanent Easement and use of the Temporary Construction Easement in connection with the Project, but also for construction and/or operation of the Project.


5.2 Waivers and Releases. Seller hereby waives, to the maximum legal extent, any and all claims, demands, remedies and causes of action for damages, liabilities, losses, injuries, costs and/or expenses, including attorney fees, arising out of, resulting from or related to Buyer's acquisition of the Permanent Easement and use of the Temporary Construction Easement in connection with the Project, whether known or unknown, foreseeable or unforeseeable, including, without limitation, construction and/or operation of the Project. The Parties hereto agree that this Agreement is a settlement of claims in order to avoid litigation and shall not, in any manner, be construed as an admission of the fair market value of the Permanent Easement and/or Temporary Construction Easement, or of any liability by any Party. Seller on

behalf of Seller as well as Seller's heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, assigns and Representatives, and all other persons and entities, known and unknown, from any and all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of (i) Buyer's purchase of the Permanent Easement and use of the Temporary Construction Easement or any preliminary steps thereto or (ii) the construction and/or operation of the Project, including, without limitation, its construction, reconstruction, development, redevelopment, operation, maintenance, repair, existence and use.

5.3 California Civil Code Section 1542. Seller hereby acknowledges that it has consulted or had an opportunity to consult with legal counsel regarding, and represents and warrants that it is familiar with, California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims that 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."

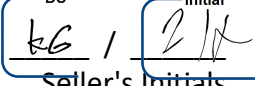
Seller acknowledges that, with respect to the sale of the Permanent Easement under the Grant of Easement and the Temporary Construction Easement Area under or pursuant to the TCE Grant to Buyer or the construction and/or operation of the Project, Seller may have sustained damages, losses, costs and/or expenses which are presently unknown and unsuspected, and such damages, losses, costs and/or expenses which may have been sustained may give rise to additional damages, losses, costs and/or expenses in the future. Nevertheless, Seller hereby represents, warrants, acknowledges and agrees that this Agreement has been negotiated and agreed upon in light of that situation, and hereby waives, to the maximum legal extent, any rights accruing to it under said Section 1542 or any other statute or judicial decision of similar effect.

DS Initial

 Seller's Initials

The foregoing acknowledgment and release shall survive the Closing as well as the recording of the Grant of Easement and TCE Grant.

5.4 Notice to Others. If Seller sells, transfers, assigns or otherwise conveys the Property or any interest in the Property, Seller shall notify the purchaser, successor, assignee or other transferee of the existence and terms of this Agreement, including, without limitation, the Grant of Easement and the obligations, liabilities and duties as well as the rights and remedies of the Parties. Neither Buyer nor any other person or entity shall have any obligation, liability or duty to compensate any purchaser, successor, assignee or other transferee for the interests, rights and remedies granted to or obtained by Buyer under or pursuant to this Agreement or justifying the Permanent Easement and the Temporary Construction Easement or either of them.

5.5 Waiver of Any Rights Pursuant to Code of Civil Procedure Section 1245.245. Seller has reviewed Code of Civil Procedure Section 1245.245, a copy of which is attached as EXHIBIT 4 hereto and incorporated herein by this reference. Seller expressly waives any rights that it may have pursuant to Code of Civil Procedure Section 1245.245 to re-purchase the Permanent Easement from Buyer if Buyer has not used the Permanent Easement in connection with the Project within ten (10) years of the sale of the Permanent Easement to Buyer.

DS Initial

 Seller's Initials

This Section 5.5 will survive the Close of Escrow.

6. TERMINATION, DEFAULTS AND REMEDIES.

6.1 Exercise of Rights to Terminate. In the event Buyer elects to exercise its right to terminate this Agreement and the Escrow as provided in Section 2.3, 6.3 or 8.5, then Buyer may so terminate by giving notice, in writing, of such termination to Seller and Escrow Holder. In the event Seller elects to exercise its rights to terminate this Agreement and the Escrow as provided in Section 2.3 or 6.2, then Seller may so terminate by giving notice, in writing, of such termination to Buyer and Escrow Holder. In either such event, the Party so terminating shall, except as otherwise expressly provided in Section 6.2 or 6.3 below, pay all Escrow Holder and Title Company termination fees and charges (collectively, "**Termination Costs**"). Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting the obligation of the Party so terminating or breaching, as appropriate, to pay Termination Costs as provided herein and any other obligations which expressly survive termination, shall cease and terminate.

6.2 Buyer's Breach. In the event Buyer breaches any obligation under this Agreement which Buyer is to perform prior to the Closing, and fails to cure such breach within five (5) business days of receipt of written notice of such breach from Seller, then Seller, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by giving notice, in writing, of such termination to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs. Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for Buyer's obligation to pay Termination Costs as provided in this Agreement and any other obligations which expressly survive termination, shall cease and terminate.

6.3 Seller's Breach. In the event Seller breaches any obligation under this Agreement which Seller is to perform prior to the Closing, and fails to cure such breach within five (5) business days of receipt of written notice of such breach from Buyer, then, (a) in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, including, without limitation, any and all damages resulting from such breach, (b) Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving notice, in writing, of such termination to Seller and Escrow Holder, or (ii) initiate and prosecute an action for specific

performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, then Seller shall pay all Termination Costs and, upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting (1) Seller's obligations and liabilities resulting or accruing as a result of or pursuant clause (a) above in this Section 6.3, (2) Seller's obligation to pay Termination Costs as provided in this Agreement and (3) any other obligations that expressly survive termination, shall cease and terminate.

6.4 Return of Funds and Documents; Release of Liability as to Escrow Holder.

In the event Escrow Holder terminates this Escrow as a result of having received notice, in writing, from Buyer or Seller of its election to terminate the Escrow as provided herein, then Escrow Holder shall terminate the Escrow and return all funds, less Termination Costs, as appropriate, and documents to the Party depositing the same. Further, the Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents as provided herein.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Seller's Representations and Warranties. Seller hereby represents, warrants, covenants and agrees to and for the benefit of Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Closing, and Seller acknowledges and agrees that the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

7.1.1 Authority. Seller owns the Property in fee simple, including the Permanent Easement and Temporary Construction Easement, and has full power and authority to sell, transfer and/or otherwise convey to Buyer the Permanent Easement and authorize Buyer to use the Temporary Construction Easement and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer under or pursuant to this Agreement, at or prior to the Closing, have been, or will be, duly executed and delivered by Seller and are, or will be, legal, valid and binding obligations of Seller, sufficient to convey the Grant of Easement and TCE Grant to Buyer and are enforceable in accordance with their respective terms.

7.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. Other than as is disclosed or covered by Subsections 7.1.4 and 7.1.5 below, there are no agreements for occupancy in effect for the Property, including the portions comprising the Permanent Easement and the Temporary Construction Easement Area, and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's use of the Permanent Easement and Temporary Construction Easement. Seller will not enter into any agreements or undertake any obligations prior to Closing that will in any way burden, encumber or otherwise affect the Permanent Easement without the prior written consent of Buyer, including, without limitation, any agreements for occupancy or use of the Permanent Easement and/or Temporary Construction Easement Area.

7.1.3 No Liens or Encumbrances. Other than as is disclosed or covered by Subsections 7.1.4 and 7.1.5 below, the Property, including the portions comprising the Permanent Easement and Temporary Construction Easement Area, is free and clear of and from liens or encumbrances that could interfere with the intended use by Buyer; and, therefore, Buyer shall quietly enjoy its rights in and to the Permanent Easement and Temporary Construction Easement Area granted pursuant to the Grant of Easement and TCE Grant without disturbance or inference by Seller or anyone claiming by, through or under Seller.

7.1.4 No Leases and/or Disclaimers of Interest and Consents. Seller warrants that (i) the Permanent Easement and the Temporary Construction Easement Area are not subject to a written or oral lease or any other contract or agreement pursuant to which a tenant or any other person has any rights of possession or use that conflict with this Agreement, the Grant of Easement or TCE Grant, or that (ii) if the Permanent Easement and Temporary Construction Easement Area are subject to a written or oral lease or any other contract or agreement pursuant to which a tenant or any other person or entity has any rights of possession or use that conflict with this Agreement or the Grant of Easement and TCE Grant. Seller has provided to Buyer the names of said parties that claim any such rights and that Seller has deposited with Escrow a Disclaimer of Interest and Consent for any person or entity that claims any such rights to possession or use of the Permanent Easement and Temporary Construction Easement disclaiming said party's rights to the Permanent Easement and Temporary Construction Easement, and to any right or interest to the compensation paid by Buyer to Seller for the Permanent Easement and the Temporary Construction Easement.

7.1.5 Mortgage or Deed of Trust. If the Property is encumbered by a mortgage(s), deed(s) of trust and/or other security instrument(s), Seller shall be responsible and liable for payment of any demand under any authority of such security instrument(s) out of Seller's proceeds or otherwise. Such amounts may include, but are not be limited to, payments of unpaid principal and interest. If the Property is encumbered by a mortgage(s), deed(s) of trust or other security instrument(s), Seller understands that Buyer shall seek and may require the partial release by the holder(s) of the security instrument(s) to the Grant of Easement and TCE Grant, including the subordination of the encumbrance(s) to the Permanent Easement to preserve the permanence and/or survival of the Partial Fee Acquisition. Seller agrees and consents to the subordination of the security instrument(s) and will cooperate with Buyer in seeking the subordination(s); and Seller acknowledges and agrees that, notwithstanding anything contained in this Agreement to the contrary, Buyer's payment of the consideration set forth herein is subject to Buyer receiving or waiving in writing the requirement of receiving said subordination(s).

7.1.6 Hazardous Materials. Seller is aware of and shall comply with its obligation under California Health and Safety Code Section 25359.7 to disclose information to Buyer regarding the environmental status of the Property. To Seller's knowledge, the Property and the areas comprising the Permanent Easement and Temporary Construction Easement and any contiguous real property owned by Seller is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property including, without limitation, soil and groundwater conditions

underlying the Property that could affect the Property or its use. Neither Seller, nor, to Seller's knowledge, any other person or predecessor in interest, has used, generated, manufactured, stored or disposed of on, under or about the Property, or transported to or from the Property, any "**Hazardous Materials**" as defined in any state, federal or local statute, ordinance, rule or regulation applicable to the Property, including, without limitation, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances, as well as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare.

7.1.7 Litigation. There are no claims, actions, suits or proceedings continuing, pending or, to Seller's knowledge, threatened (i) against or affecting Seller or the Permanent Easement, or (ii) involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Closing, in either case, whether at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, Buyer or instrumentality. Seller is not subject to, or in default under, any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, Buyer or instrumentality.

7.1.8 No Breach. The execution and delivery of this Agreement and the consummation of the transaction(s) contemplated by this Agreement will not violate or result in any breach of or constitute a default under or conflict with, or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Permanent Easement are bound.

7.1.9 No Condemnation or Other Proceedings. Exclusive of any action proposed or contemplated by Buyer, Seller is not aware of any contemplated condemnation of the Permanent Partial Fee Acquisition, Temporary Construction Easement Area, or any portion thereof by any public agency, authority or entity. Buyer has negotiated in good faith to acquire the Permanent Easement and the Temporary Construction Easement and to pay just compensation for its acquisition. Seller understands that, if the transaction(s), including, without limitation, the acquisition(s), set forth in and/or contemplated by this Agreement had not been (or are not) successful, then staff for Buyer may have recommended (or may recommend) initiation of eminent domain proceedings to acquire the Permanent Easement and the Temporary Construction Easement and/or interests therein and/or portions thereof.

7.2 Survival of Representations and Warranties. Seller acknowledges and agrees that the covenants, agreements, representations and warranties of Seller set forth in this Agreement shall be true and correct on and as of the Effective Date as well as the Closing, and Seller's liability for any breach, default or failure of the same, including, without limitation, any misrepresentation, shall survive not only the recordation of the Grant of Easement and TCE Grant, but also the Closing. Seller shall protect, indemnify, defend, and hold Buyer free and

harmless of, from and against any and all claims, demands, losses, liabilities, obligations, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, which Buyer may incur, suffer or sustain by reason of or in connection with any misrepresentation made by Seller pursuant to this Article 7.

8. OTHER.

8.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the address(es) provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer: City of Lake Elsinore
 Attn: City Manager
 130 S. Main Street
 Lake Elsinore, CA 92530
 Telephone: (951) 674-3124

To Seller: Skydive Elsinore LLC
 20701 Cereal St.
 Lake Elsinore, CA 92530

8.2 Indemnity by Seller. Seller hereby agrees, after the Closing, at Seller's sole cost and expense, to indemnify, protect, defend (with counsel of Buyer's choice), and hold Buyer, its successors and assigns, officers and/or directors, harmless from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses (including, without limitation, attorneys' and experts' reasonable fees and costs) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Buyer, or

Buyer's successors and assigns, officers and/or directors relating to or arising from (i) the Permanent Easement or Seller's ownership or operation thereof on or before the Closing, (ii) the use on or before the Closing of the Permanent Easement by Seller or any third party, including, without limitation, any tenant, invitee or licensee of Seller, (iii) any breach of any covenant, agreement, representation or warranty of Seller contained in this Agreement, (iv) the presence, use, handling, storage, disposal or release on or before the Closing of Hazardous Materials on, under or about the Permanent Easement caused by Seller, and (v) Seller's violation of any federal, state, or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Permanent Easement prior to the Closing. This indemnity by Seller herein contained shall survive the Closing and the recordation of the Grant of Easement and TCE Grant.

8.3 Entry, Possession, Use, Construction and Operation.

8.3.1 Upon execution of this Agreement by Buyer and Seller, and deposit of funds in the amount of the Purchase Price into Escrow, Buyer shall have the right of possession and use of the Permanent Easement and the Temporary Construction Easement Area, including, without limitation, the right to remove and dispose of improvements thereon, thereat and/or thereto and construct the Project. The foregoing agreement of Seller shall survive the Closing, including, without limitation, the recording of the Grant of Easement and TCE Grant, or, at Buyer's election, the termination of this Agreement by either Party (whether Seller or Buyer) for any reason, including, without limitation, a breach by the other Party and/or the return of the Purchase Price deposit by Escrow Holder to Buyer on termination of this Agreement; and, if Buyer elects that the same shall survive, Buyer's rights shall be as set forth in the right of entry, possession and use provisions attached hereto as EXHIBIT 5.

8.3.2 Upon execution of this Agreement by Buyer and Seller, and deposit of funds in the amount of the Purchase Price into Escrow, Buyer shall also have the right to enter the Property to connect any utilities or complete any utility reconnections that may be required in connection with the Project. Except for any entry required for emergency purposes in connection with utility connections or reconnections on the Property, Buyer will provide Seller with a minimum of forty-eight (48) hours written notice prior to entering the Property to complete any necessary utility connections or utility reconnections.

8.3.3 Buyer makes no representation, warranty, covenant or agreement that the Project shall be constructed or operated; and Seller acknowledges and agrees that no obligation, liability or duty whatsoever shall exist or be incurred by Buyer or any other person or entity to Seller or any other person or entity as a result of any failure to construct or operate the Project for any reason. The foregoing agreement of Seller shall survive the Closing, including, without limitation, the recording of the Grant Easement and TCE Grant or the termination of this Agreement by either party (whether Seller or Buyer) for any reason, including a breach by the other party.

8.4 Brokers and Sales Commissions. Buyer will not be responsible or liable for, and will not be required to pay, any sales or brokerage commissions and/or finder's fees for which Seller has incurred any obligation with respect to the transaction which is the subject of this

Agreement. Seller shall indemnify, protect, defend and hold harmless Buyer and its successors and assigns hereunder from and against any and all claims, demands, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, arising as of, resulting from or in connection with or related to any sales or brokerage commissions, finder's fees or other commissions which are (or are claimed to be) payable in connection with the transaction which is the subject of this Agreement by reason of the actions (or alleged actions) of Buyer. Seller's obligations, liabilities and duties under this Section 8.4 shall survive the Closing or the termination of this Agreement.

8.5 Damage or Destruction. Should the Permanent Easement be materially damaged or destroyed by fire, earthquake or other event without the fault of either Party, this Agreement may be rescinded and terminated by Buyer; and, in such event, Buyer may reappraise the Permanent Easement or any part of it Buyer desires to acquire and make an offer thereon.

8.6 Extension of Closing and Closing Date. Buyer may, upon written notice to Seller, extend the Closing Date and, therefore, the Closing for a reasonable period in order to satisfy or to provide time for others to satisfy the conditions to Closing in favor of Buyer set forth in this Agreement, including, without limitation, the following: (i) that, in accordance with Subsection 2.5.3 and Article 3 above, the Permanent Easement and TCE Grant are subject only to the Permitted Exceptions and that title to the same is otherwise acceptable to Buyer; (ii) that, in accordance with Subsection 2.5.7 and Article 4 above, Buyer has determined that the Permanent Easement and TCE Grant are suitable for Buyer's intended use; and (iii) that, in accordance with Subsection 2.5.4 and Article 7 above, Seller's representations and warranties are true and accurate and Buyer has received any consent(s), release(s) and/or subordination(s) required or contemplated by Subsections 7.1.4 and 7.1.5 above.

9. INCORPORATION OF RECITALS; WHOLE AGREEMENT.

9.1 Recitals. The preamble at the beginning of this Agreement as well as the Recitals set forth in paragraphs A, B and C immediately after the preamble are hereby incorporated into this Agreement as if set forth in full in this Section 9.1.

9.2 Whole Agreement. Consistent with Section 10.17 below, the Parties hereto acknowledge and agree that they have set forth the whole of their agreement in this instrument. Consistent with Sections 5.1, 5.2 and 5.3 above, the performance of this Agreement by Buyer constitutes the entire consideration for the Permanent Easement and Temporary Construction Easement, including, without limitation, the Grant of Easement and TCE Grant, and shall release and relieve Buyer of and from any and all other and further claims, demands, obligations, liabilities and duties on this account or on account of the location, grade, construction, and operation of the Project.

10. MISCELLANEOUS.

10.1 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the Closing as well as the recordation of the Grant of Easement and TCE Grant.

10.2 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use commercially reasonable efforts to accomplish the Closing in accordance with the provisions of this Agreement.

10.3 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision of this Agreement.

10.4 Counterparts; Copies. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Except as required for recordation, the parties as well as Escrow Holder and Title Company shall accept copies of signatures, including, without limitation, electronically transmitted (for example, by e-mail, facsimile, PDF or otherwise) signatures.

10.5 Captions. Any captions to, or headings of, the articles, sections, subsections, paragraphs, or subparagraphs or other provisions of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision of this Agreement.

10.6 No Obligations to Third Parties. Except as otherwise expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

10.7 Exhibits. The Exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

10.8 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision of this Agreement.

10.9 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any and all legal actions brought to enforce or interpret the terms and provisions of this Agreement shall be commenced exclusively in a court of competent jurisdiction in the County of San Bernardino.

10.10 Buyer's Assignment. Buyer shall have the right, in its sole discretion, to assign this Agreement, as well as its rights and remedies in, to and under the Permanent Easement /Grant of Easement and the Temporary Construction Easement /TCE Grant , and any right or obligation herein and therein, to any party of its choice without the prior consent or approval of Seller.

10.11 Successors and Assigns. This Agreement, the Grant of Easement , and the TCE Grant, and any right or obligation herein and therein, shall inure to the benefit of the successors and assigns of the Parties.

10.12 Ratification. This Agreement is subject to the approval and ratification by the Buyer's governing body or its delegated representative.

10.13 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

10.14 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction(s) described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

10.15 Legal Fees. Each Party shall be responsible for payment of its own attorneys' fees with respect to negotiation and preparation of this Agreement and processing of the Escrow. However, in the event of the bringing of any action or proceeding to enforce, interpret or construe any of the provisions of this Agreement, including, without limitation, seeking damages as a result of breach of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorneys' fees.

10.16 Entire Agreement; Amendment. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and (together with the Grant of Easement and TCE Grant) contains the entire agreement between Buyer and Seller as to the subject matter hereof. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

10.17 Special Provisions. The "Special Provisions" attached hereto as EXHIBIT 6, if any, are hereby incorporated into and made a part of this Agreement by this reference as if set forth in full in this Section 10.17. In the event of any conflict or inconsistency between this Agreement and the Special Provisions, the terms of the Special Provisions shall prevail and control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

[Signatures on the following pages]

SIGNATURE PAGE TO
AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Date: _____

BUYER:

CITY OF LAKE ELSINORE "CITY"

ATTEST:

By: _____
Jason Simpson, City Manager

By: _____
Candice Alvarez, City Clerk

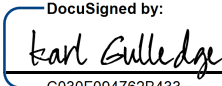
APPROVED AS TO FORM:
Leibold, McClendon & Mann

By: _____
Barbara Leibold, City Attorney

SELLER:

Skydive Elsinore LLC, a California Limited Liability Company

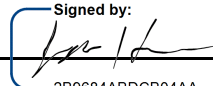
Date: 9/24/2024 | 11:55 AM PDT

By:  C030F094762B433...

Name: Karl O Gullledge

Title: Manager

Date: 9/24/2024 | 10:06 AM PDT

By:  2B9684ABDCB04AA...

Name: Joshua Hall

Title: Manager

EXHIBIT LIST

Exhibit 1 – Legal Description of Property [APN(s): APN 370-120-063

Exhibit 2 – Grant of Easement Deed – Permanent Easement

Exhibit 3 – Temporary Construction Easement Deed

Exhibit 4 – Copy of Code of Civil Procedure Section 1245.245

Exhibit 5 – Entry, Possession and Use Provisions

EXHIBIT 1 TO
PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

Legal Description of Property
[APN(s): 370-120-063]

[attached behind this page]

EXHIBIT 'A'
LEGAL DESCRIPTION
MURRIETA CREEK REGIONAL TRAIL
GRANT OF EASEMENT
APN 370-120-063

BEING A PORTION OF LOT 13, IN BLOCK "E" OF ELSINORE, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 296 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 13;

THENCE ALONG THE THE NORTHWESTERLY LINE OF SAID LOT 13 NORTH 37°13'25" EAST, 24.00 TO THE INTERSECTION WITH A LINE 24.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHWESTERLY LINE OF SAID LOT 13;

THENCE LEAVING SAID NORTHWESTERLY ALONG SAID PARALLEL LINE, SOUTH 52°54'12" EAST, 1224.48 FEET;

THENCE NORTH 37°05'48" EAST, 13.38 FEET;

THENCE SOUTH 52°54'12" EAST, 49.00 FEET;

THENCE SOUTH 37°05'48" WEST, 13.38 FEET;

THENCE SOUTH 52°54'12" EAST, 45.47 FEET TO THE INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID LOT 13;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 13, SOUTH 37°05'48" WEST, 24.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 13;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID 13, NORTH 52°54'12" WEST, 1318.94 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.74 ACRES MORE OR LESS.

SEE EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, BY THIS REFERENCE.



LORNE L. DaPRON P.L.S.

3/29/2023

DATE



EXHIBIT 2 TO
PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

Grant of Easement Deed
[Portion of APN(s): 370-120-063]

[attached behind this page]

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

CITY OF LAKE ELSINORE
130 SOUTH MAIN ST.
LAKE ELSINORE, CA 92530

Exempt from Recording Fees pe Govt. Code §27383
Exempt from Documentary Transfer Tax Per Rev. &
Tax Code §11922

PORTION OF APN -370-120-063
Recorder's use

Space above this line for

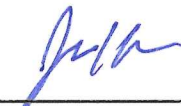
GRANT OF EASEMENT DEED
Right of Way for Multi-Use Trail Purposes

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SKYDIVE ELSINORE LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("Grantor")**, hereby grants to **CITY OF LAKE ELSINORE ("Grantee")**, and its successor and assigns, the following described real property (the **"Property"**) situated in the City of Lake Elsinore, County of Riverside, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B". Exhibit "A" and Exhibit "B" are attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its duly authorized officer.

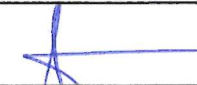
DATED: Oct 10, 2024

**GRANTOR
SKYDIVE ELSINORE LLC, A CALIFORNIA LIMITED
LIABILITY COMPANY**

By: 

It's: Manager

Name: Joshua Hall

By: 

It's: Manager

Name: KNEC General Manager

ACKNOWLEDGEMENTS

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 Riverside)

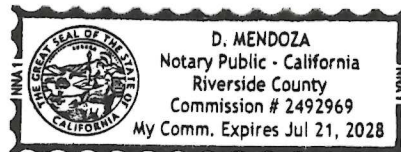
On October 10, 2021 before me, D. Mendoza
Notary Public, personally appeared Karl Gullledge and Joshua Hall,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in 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

D. Mendoza



(Seal)

EXHIBIT "A" TO GRANT OF EASEMENT DEED

LEGAL DESCRIPTION

EXHIBIT "B" TO GRANT OF EASEMENT DEED

EXHIBIT 'A'
LEGAL DESCRIPTION
MURRIETA CREEK REGIONAL TRAIL
GRANT OF EASEMENT
APN 370-120-063

BEING A PORTION OF LOT 13, IN BLOCK "E" OF ELSINORE, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 296 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 13;

THENCE ALONG THE THE NORTHWESTERLY LINE OF SAID LOT 13 NORTH 37°13'25" EAST, 24.00 TO THE INTERSECTION WITH A LINE 24.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHWESTERLY LINE OF SAID LOT 13;

THENCE LEAVING SAID NORTHWESTERLY ALONG SAID PARALLEL LINE, SOUTH 52°54'12" EAST, 1224.48 FEET;

THENCE NORTH 37°05'48" EAST, 13.38 FEET;

THENCE SOUTH 52°54'12" EAST, 49.00 FEET;

THENCE SOUTH 37°05'48" WEST, 13.38 FEET;

THENCE SOUTH 52°54'12" EAST, 45.47 FEET TO THE INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID LOT 13;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 13, SOUTH 37°05'48" WEST, 24.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 13;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID 13, NORTH 52°54'12" WEST, 1318.94 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.74 ACRES MORE OR LESS.

SEE EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, BY THIS REFERENCE.



LORNE L. DaPRON P.L.S.

3/29/2023

DATE

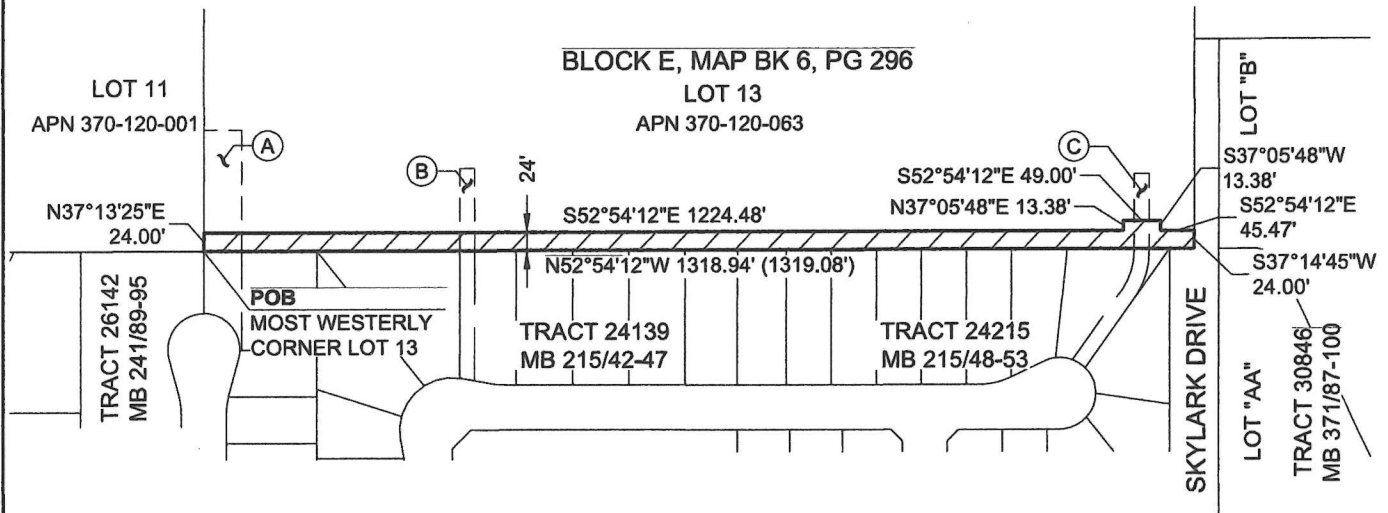


DEPICTION OF PORTION ACQUIRED

EXHIBIT 'B'
MURRIETA CREEK REGIONAL TRAIL
GRANT OF EASEMENT
APN 370-120-063



SCALE 1" = 250'



LEGEND:

- () SUMMATION OF RECORD DATA PER MAP BOOK 215/42-475 AND MAP BOOK 215/48-53
- (A) EASEMENT TO CITY OF LAKE ELSINORE FOR SLOPE, DRAINAGE AND INCIDENTAL PURPOSES
RECORDED MARCH 28, 1990, INSTRUMENT NO. 110933, O.R.
- (B) EASEMENT TO CITY OF LAKE ELSINORE FOR SLOPE, DRAINAGE AND INCIDENTAL PURPOSES
RECORDED MARCH 28, 1990, INSTRUMENT NO. 110934, O.R.
- (C) EASEMENT TO CITY OF LAKE ELSINORE FOR SLOPE, DRAINAGE AND INCIDENTAL PURPOSES
RECORDED MARCH 28, 1990, INSTRUMENT NO. 110936, O.R.
- GRANT OF EASEMENT AREA 0.74 ACRES +/-

BASIS OF BEARINGS AND COORDINATES:

CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 6, 2017.50, BASED LOCALLY UPON CORS
STATIONS "CASE", :DLUZ" AND "ECFS" CSRS



L. DaPron
LORNE L. DaPRON
L.S. 7824

3/29/2023

DATE

SHEET 1 OF 1

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the simple fee acquisition more particularly described in Exhibit "A" and Exhibit "B" to the attached Grant Deed of Right of Way to the undersigned City of Lake Elsinore, the provisions of which instrument are incorporated by this reference as though fully set forth in this certificate, is hereby accepted by the undersigned officer/agent on behalf of the City of Lake Elsinore, and the Grantee consents to recordation thereof by its duly authorized officer.

APN: 370-120-063

By: _____
Jason Simpson, City Manager

Dated: _____

EXHIBIT 3 TO
PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

Temporary Construction Easement
[Portion of APN(s): 370-120-063]

[attached behind this page]

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

CITY OF LAKE ELSINORE
130 SOUTH MAIN ST.
LAKE ELSINORE, CA 92530

EXEMPT FROM RECORDING FEES PER GOVT.
CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX
PER REV. & TAX CODE §11922

On Portion of APN: 370-120-063

Space above this line for Recorder's use

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

SKYDIVE ELSINORE LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("Grantor") as the record fee owner of that certain real property located in the City of Lake Elsinore, County of Riverside, State of California hereby grants to the CITY OF LAKE ELSINORE ("Grantee") that approximate 19,602 Square Feet Temporary Construction Easement with a term of twelve (12) months described below in connection with the Murrieta Creek Multi-Use Trail Project ("Project"). The Project will connect the non-motorist residents of the East Lake District of Lake Elsinore to the north and east parts of the City

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Grantor does hereby grant to "Grantee" pursuant to this Grant of Temporary Construction Easement ("Grant of TCE") that certain non-exclusive temporary construction easement ("TCE") with a term of twelve (12) months on that certain portion of Grantor's Property described more particularly in Exhibit "A" and depicted on Exhibit "B", which are attached hereto and incorporated herein by this reference ("TCE Area").

1. Scope of TCE. Grantor's grant to Grantee of the TCE is for the use of the TCE Area by Grantee, its contractors, agents, representatives, and employees and others deemed necessary by Grantee ("Grantee Designees") to facilitate the construction of the Project. Grantee and Grantee Designees are authorized to use the TCE Area to facilitate the construction of the Project, including ingress and egress, to facilitate the movement of construction equipment for the construction of the Project.

2. Term. The term of Grantee's use of the TCE Area will commence thirty (30) calendar days from the date upon which Grantee or its authorized representative provides Grantor with written notice of Grantee's intent to commence its use of the TCE Area ("Commencement Date"). The term of the TCE shall terminate on the earliest of (i) the date upon which Grantee notifies Grantor that it no longer needs the TCE, or (ii) twelve (12) months from the commencement date of the TCE ("Termination Date").

3. Compensation. Grantee acknowledges receipt from City of Lake Elsinore of compensation for City of Lake Elsinore use of the TCE area for the term set forth in Paragraph 2 above.

4. No Liens. In consideration for the use of the TCE, City of Lake Elsinore will keep the approximate 19,602 Square Feet TCE and Grantor's Property free of any liens, including without limitation, liens by contractors, subcontractors, or suppliers, engineers, architects, surveyors, or others that may have lien rights for work arising out of City of Lake Elsinore's use of the TCE in connection with the construction of the Project. If any such lien is filed on the TCE Area or any portion of Grantor's Property in connection with City of Lake Elsinore's use of the TCE for the Project, City of Lake Elsinore will, at its sole cost and expense, have the lien released and discharged of record in a matter satisfactory to Grantor within 45 calendar days of receiving notice of the lien. If City of Lake Elsinore fails to remove the lien within such 45-day period, Grantor will have the right to remove or bond over the lien, and City of Lake Elsinore, upon demand, will reimburse Grantor for all reasonable costs and expenses, including without limitation reasonable attorneys' fees incurred by Grantor in connection with such removal or bond.

5. City of Lake Elsinore's Obligations at End of Term. City of Lake Elsinore agrees that as of the Termination Date of the TCE as defined in Paragraph 2 above, City of Lake Elsinore will leave the TCE Area in as close as possible to the condition in which said TCE Area existed at the Commencement Date, including removal of any equipment or material stored on the TCE in connection with the Project. Further, upon the expiration of the term of the TCE under Paragraph 2 above, City of Lake Elsinore agrees to take such actions as reasonably necessary to evidence and give effect to the extinguishment of the TCE and the relinquishment City of Lake Elsinore's rights and interests in the TCE pursuant to this Grant of TCE. This includes, without limitation, the recording by City of Lake Elsinore of such termination or extinguishment in the form and substance that is reasonably acceptable to Grantor and sufficient to remove this Grant of TCE as an encumbrance against title to Grantor's Property.

6. Warranties. City of Lake Elsinore warrants that on the completion of its use of the TCE, and following removal of any construction equipment and material, and cleanup required by Paragraph 5 above, it shall cause its contractor to leave the TCE Area in a neat manner conforming to the natural appearance of the TCE Area prior to City of Lake Elsinore's use of the TCE Area.

7. Insurance. Grantee is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrants that through its respective programs of self-insurance, Grantee has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of Grantee pursuant to the Grant of TCE.

8. Notices. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return-receipt requested, (iii) sent by

facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the address(es) provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Grantee: City of Lake Elsinore
 Attn: Right of Way
 130 South Main Street
 Lake Elsinore, CA 92530
 Telephone: (951) 674-3124

To Grantor: Skydive Elsinore LLC, a California Limited Liability Company
 20701 Cereal St.
 Lake Elsinore, CA 92530

9. Permits. Grantee shall be responsible for securing and maintaining all necessary permits and approvals from other appropriate local, state and federal agencies for its use of the TCE Area, and Grantee shall comply with all applicable laws and regulations concerning its use of the TCE Area.

10. Indemnification. Grantee will, and will cause its contractor for the Project to, indemnify, defend and hold Grantor harmless from any and all liability for loss, damages, costs, expenses, demands, causes of action, claims or judgments, arising from or arising out of or in any way connected with the entry, access and use of the TCE by said contractor and its designees in connection with the exercise of the rights of the contractor and its designees under this Grant of TCE or any breach of Grantee's or Grantee's contractor's obligations under this Grant of TCE, and will reimburse Grantor for all reasonable costs, expenses and losses, including reasonable attorneys' fees, incurred by Grantor in consequence of any claims, demands and causes of action that may be made or brought against Grantor arising out of the entry on and use of the area comprising the TCE by said contractor and/or its designees in connection with the Project or any breach of Grantee's or its contractor's obligations under this Grant of TCE.

11. Amendments. This Grant of TCE may only be amended by a writing executed by both Grantor and Grantee and recorded in the Official Records of the County of Riverside.

12. Except as may otherwise be required in an emergency or to otherwise protect public health, safety, and property, Grantor shall not, nor shall Grantor permit others to, erect, place, or maintain any improvement, or undertake any other activity, which may interfere with Grantee's rights pursuant to this Grant of TCE.

13. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any and all legal actions brought to enforce or interpret the terms and provisions of this Agreement shall be commenced exclusively in a court of competent jurisdiction in the County of Riverside.

14. Successors and Assigns. This Grant of TCE will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

15. Severability. If any part, term or provision of this Grant of TCE is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Grant of TCE did not contain the particular part, term, or provision held to be invalid.

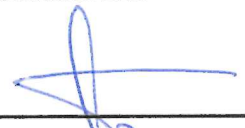
16. Acceptance of Terms of Grant of TCE. By executing the Certificate of Acceptance, Grantee accepts the above terms and conditions of the Grant of TCE.

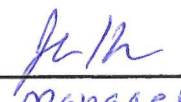
IN WITNESS WHEREOF Grantor has executed this Grant of TCE on the day and year written below and has agreed to be bound by the terms and provisions hereof.

Dated: 10-8-24

GRANTOR:

SKYDIVE ELSINORE LLC

By: 
Its: Manager
Name: SKYDIVE ELSINORE LLC

By: 
Its: Manager
Name: Joshua Hall

ACKNOWLEDGEMENT

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 Riverside)

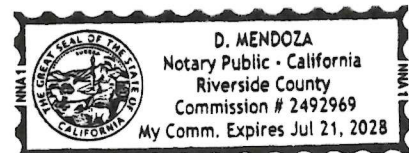
On October 8, 2024 before me, D. Mendoza
Notary Public, personally appeared Karl Gullledge and Joshua Hall who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their 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: D. Mendoza

(SEAL)



CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the temporary construction easement more particularly described in Exhibit "A" and Exhibit "B" to the attached Temporary Construction Easement to the undersigned City of Lake Elsinore, the provisions of which instrument are incorporated by this reference as though fully set forth in this certificate, is hereby accepted by the undersigned officer/agent on behalf of the City of Lake Elsinore, and the Grantee consents to recordation thereof by its duly authorized officer.

APN: 370-120-063

By: _____
Jason Simpson, City Manager

Dated: _____

Insert Exhibit "A"

Legal Description of Temporary Construction Easement

EXHIBIT 'A'
LEGAL DESCRIPTION
MURRIETA CREEK REGIONAL TRAIL
TEMPORARY CONSTRUCTION EASEMENT
APN 370-120-063

BEING A PORTION OF LOT 13, IN BLOCK "E" OF ELSINORE, IN THE CITY OF LAKE ELSINORE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 296 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 13;

THENCE ALONG THE THE NORTHWESTERLY LINE OF SAID LOT 13 NORTH 37°13'25" EAST, 24.00 TO THE INTERSECTION WITH A LINE 24.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHWESTERLY LINE OF SAID LOT 13 TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID NORTHWESTERLY ALONG SAID PARALLEL LINE, SOUTH 52°54'12" EAST, 1224.48 FEET;

THENCE NORTH 37°05'48" EAST, 13.38 FEET;

THENCE SOUTH 52°54'12" EAST, 49.00 FEET;

THENCE SOUTH 37°05'48" WEST, 13.38 FEET;

THENCE SOUTH 52°54'12" EAST, 45.47 FEET TO THE INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID LOT 13;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 13, NORTH 37°05'48" WEST, 27.89 FEET;

THENCE LEAVING SAID SOUTHWESTERLY LINE, NORTH 52°54'11" WEST, 24.32 FEET;

THENCE NORTH 27°26'01" WEST, 76.75 FEET;

THENCE SOUTH 71°14'13" WEST, 45.38 FEET;

THENCE SOUTH 37°05'48" WEST, 10.33 FEET TO THE INTERSECTION WITH A LINE 37.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHWESTERLY LINE;

THENCE ALONG SAID PARALLEL LINE NORTH 52°54'12" WEST, 1199.92 FEET TO THE INTERSECTION WITH SAID NORTHWESTERLY LINE;

THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 37°13'25" WEST, 13.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.45 ACRES MORE OR LESS.

SEE EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, BY THIS REFERENCE.

L. DaPron

LORNE L. DaPRON P.L.S.

3/29/2023

DATE



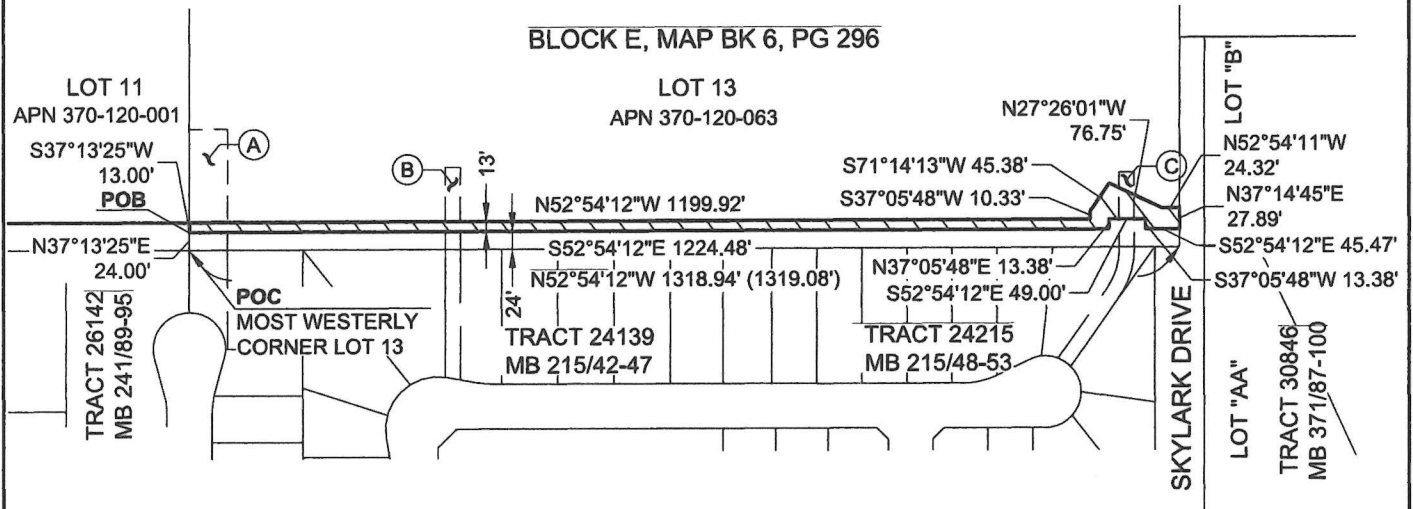
Insert Exhibit "B"

Depiction of Temporary Construction Easement

EXHIBIT 'B'
MURRIETA CREEK REGIONAL TRAIL
TEMPORARY CONSTRUCTION EASEMENT
APN 370-120-063



SCALE 1" = 250'



LEGEND:

- () SUMMATION OF RECORD DATA PER MAP BOOK 215/42-475 AND MAP BOOK 215/48-53
- (A) EASEMENT TO CITY OF LAKE ELSINORE FOR SLOPE, DRAINAGE AND INCIDENTAL PURPOSES
RECORDED MARCH 28, 1990, INSTRUMENT NO. 110933, O.R.
- (B) EASEMENT TO CITY OF LAKE ELSINORE FOR SLOPE, DRAINAGE AND INCIDENTAL PURPOSES
RECORDED MARCH 28, 1990, INSTRUMENT NO. 110934, O.R.
- (C) EASEMENT TO CITY OF LAKE ELSINORE FOR SLOPE, DRAINAGE AND INCIDENTAL PURPOSES
RECORDED MARCH 28, 1990, INSTRUMENT NO. 110936, O.R.
- RIGHT OF WAY AREA 0.45 ACRES +/-

BASIS OF BEARINGS AND COORDINATES:

CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 6, 2017.50, BASED LOCALLY UPON CORS
 STATIONS "CASE", :DLUZ" AND "ECFS" CSRS



L. DaPrun

3/29/2023
 LORNE L. DaPRON DATE
 L.S. 7824

EXHIBIT 4 TO
PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

Copy of Code of Civil Procedure section 1245.245

(a) Property acquired by a public entity by any means set forth in subdivision (e) that is subject to a resolution of necessity adopted pursuant to this article shall only be used for the public use stated in the resolution unless the governing body of the public entity adopts a resolution authorizing a different use of the property by a vote of at least two-thirds of all members of the governing body of the public entity, or a greater vote as required by statute, charter, or ordinance. The resolution shall contain all of the following:

(1) A general statement of the new public use that is proposed for the property and a reference to the statute that would have authorized the public entity to acquire the property by eminent domain for that use.

(2) A description of the general location and extent of the property proposed to be used for the new use, with sufficient detail for reasonable identification.

(3) A declaration that the governing body has found and determined each of the following:

(A) The public interest and necessity require the proposed use.

(B) The proposed use is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

(C) The property described in the resolution is necessary for the proposed use.

(b) Property acquired by a public entity by any means set forth in subdivision (e) that is subject to a resolution of necessity pursuant to this article, and is not used for the public use stated in the resolution of necessity within 10 years of the adoption of the resolution of necessity, shall be sold in accordance with the terms of subdivisions (f) and (g), unless the governing body adopts a resolution according to the terms of subdivision (a) or a resolution according to the terms of this subdivision reauthorizing the existing stated public use of the property by a vote of at least two-thirds of all members of the governing body of the public entity or a greater vote as required by statute, charter, or ordinance. A reauthorization resolution under this subdivision shall contain all of the following:

(1) A general statement of the public use that is proposed to be reauthorized for the property and a reference to the statute that authorized the public entity to acquire the property by eminent domain for that use.

(2) A description of the general location and extent of the property proposed to be used for the public use, but not yet in use for the public use, with sufficient detail for reasonable identification.

(3) A declaration that the governing body has found and determined each of the

following:

(A) The public interest and necessity require the proposed use.

(B) The proposed use is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

(C) The property described in the resolution is necessary for the proposed use.

(c) In addition to any notice required by law, the notice required for a new or reauthorization resolution sought pursuant to subdivision (a) or (b) shall comply with Section 1245.235 and shall be sent to each person who was given notice required by Section 1245.235 in connection with the original acquisition of the property by the public entity.

(d) Judicial review of an action pursuant to subdivision (a) or (b) may be obtained by a person who had an interest in the property described in the resolution at the time that the property was acquired by the public entity, and shall be governed by Section 1085.

(e) The following property acquisitions are subject to the requirements of this section:

(1) Any acquisition by a public entity pursuant to eminent domain.

(2) Any acquisition by a public entity following adoption of a resolution of necessity pursuant to this article for the property.

(3) Any acquisition by a public entity prior to the adoption of a resolution of necessity pursuant to this article for the property, but subsequent to a written notice that the public entity may take the property by eminent domain.

(f) If the public entity fails to adopt either a new resolution pursuant to subdivision (a) or a reauthorization resolution pursuant to subdivision (b), as required by this section, and that property was not used for the public use stated in a resolution of necessity adopted pursuant to this article or a resolution adopted pursuant to subdivision (a) or (b) between the time of its acquisition and the time of the public entity's failure to adopt a resolution pursuant to subdivision (a) or (b), the public entity shall offer the person or persons from whom the property was acquired the right of first refusal to purchase the property pursuant to this section, as follows:

(1) At the present market value, as determined by independent licensed appraisers.

(2) For property that was a single-family residence at the time of acquisition, at an affordable price, which price shall not be greater than the price paid by the agency for the original acquisition, adjusted for inflation, and shall not be greater than fair market value, if the following requirements are met:

(A) The person or persons from whom the property was acquired certify their income to the public entity as persons or families of low or moderate income.

(B) If the single-family residence is offered at a price that is less than fair market value, the public entity may verify the certifications of income in accordance with procedures used for verification of incomes of purchasers and occupants of housing financed by the California Housing Finance Agency.

(C) If the single-family residence is offered at a price that is less than fair market value, the public entity shall impose terms, conditions, and restrictions to ensure that the residence will either:

(i) Remain owner-occupied by the person or persons from whom the property was acquired for at least five years.

(ii) Remain available to persons or families of low or moderate income and households with incomes no greater than the incomes of the present occupants in proportion to the area median income for the longest feasible time, but for not less than 55 years for rental units and 45 years for home ownership units.

(D) The Department of Housing and Community Development shall provide to the public entity recommendations of standards and criteria for those prices, terms, conditions, and restrictions.

(g) If after a diligent effort the public entity is unable to locate the person from whom the property was acquired, if the person from whom the property was acquired does not choose to purchase the property as provided in subdivision (f), or if the public entity fails to adopt a resolution as required pursuant to subdivision (a) or (b) but is not required to offer a right of first refusal pursuant to subdivision (f), the public entity shall sell the property as surplus property pursuant to Article 8 (commencing with Section 54220) of Chapter 5 of Part 1 of Division 2 of Title 5 of the Government Code.

(h) If residential property acquired by a public entity by any means set forth in subdivision (e) is sold as surplus property pursuant to subdivision (g), and that property was not used for the public use stated in a resolution of necessity adopted pursuant to this article or a resolution adopted pursuant to subdivision (a) or (b) between the time of its acquisition and the time of its sale as surplus property, the public entity shall pay to the person or persons from whom the public entity acquired the property the sum of any financial gain between the original acquisition price, adjusted for inflation, and the final sale price.

(i) Upon completion of any acquisition described in subdivision (e) or upon the adoption of a resolution of necessity pursuant to this section, whichever is later, the public entity shall give written notice to the person or persons from whom the property was acquired as described in subdivision (e) stating that the notice, right of first refusal, and return of financial gain rights discussed in this section may accrue.

(j) At least 60 days before selling the property pursuant to subdivision (g), the public entity shall make a diligent effort to locate the person from whom the property was acquired. At any time before the proposed sale, the person from whom the property was acquired may exercise the rights provided by this section. As used in this section, "diligent effort" means that the public entity has done all of the following:

(1) Mailed the notice of the proposed sale by certified mail, return receipt requested, to the last known address of the person from whom the property was acquired.

(2) Mailed the notice of the proposed sale by certified mail, return receipt requested, to each person with the same name as the person from whom the property was acquired at any

other address on the last equalized assessment roll.

(3) Published the notice of the proposed sale pursuant to Section 6061 of the Government Code in at least one newspaper of general circulation within the city or county in which the property is located.

(4) Posted the notice of the proposed sale in at least three public places within the city or county in which the property is located.

(5) Posted the notice of the proposed sale on the property proposed to be sold.

(k) For purposes of this section, "adjusted for inflation" means the original acquisition price increased to reflect the proportional increase in the Consumer Price Index for all items for the State of California, as determined by the United States Bureau of Labor Statistics, for the period from the date of acquisition to the date the property is offered for sale.

(Amended by Stats. 2007, Ch. 130, Sec. 36. Effective January 1, 2008.)

EXHIBIT 5 TO
PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

Entry, Possession and Use Provisions
[APN(s): 370-120-063]

A. Grant of Use. Seller hereby irrevocably grants to Buyer and/or its assignee for no additional monetary consideration beyond the compensation that Seller will receive upon Buyer's acquisition of the Permanent Easement either through a contract currently being or to be negotiated or, in the event the parties do not negotiate or are unable to agree to the terms of that contract, through a condemnation action, a right of entry, possession and use of the Permanent Easement , on the terms described in item B below.

B. Use of the Acquisition Area. Buyer shall have the right to enter upon and use the Permanent Easement for the following purposes (the "Permitted Activities"): With respect to the Partial Fee Acquisition, for the Permanent Easement purposes set forth in Recital B.(i) appearing after the preamble at the beginning of this Agreement, including, but not limited to, the purposes set forth in the Grant of Easement Deed.

C. Buyer's Right to Terminate Work. Buyer shall have no obligation to commence or complete any of the Permitted Activities.

D. No Cost to Seller. Buyer shall bear all costs and expenses in connection with Buyer's use of the Permanent Easement .

E. Eminent Domain. By granting the irrevocable right of entry, possession and use of the Permanent Easement as set forth in this EXHIBIT 5 to Buyer, Seller agrees to the following: (1) Seller shall not object to the filing of an eminent domain proceeding to acquire the Permanent Easement ; (2) in any eminent domain proceeding filed by Buyer to acquire the Permanent Easement , Seller shall not challenge Buyer's right to take the Permanent Easement , and the only issue shall be the amount of just compensation for the Permanent Easement ; (3) in the event proceedings in eminent domain are begun, the date of valuation for determining the amount of just compensation for the Permanent Easement shall be the date on which Buyer files the complaint in said proceeding; and (4) this Agreement, including, without limitation, the entry, possession and use provisions set forth in this EXHIBIT 5, shall control and, therefore, Buyer need not obtain a court order for possession in connection with any eminent domain action or proceeding.

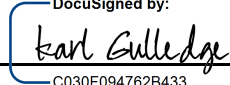
F. Parties' Intent to Be Bound. The Parties intend that this Agreement, including, without limitation, the right of entry, possession and use provisions set forth above in this EXHIBIT 5, constitute a binding contract. In particular in this regard, Seller acknowledges and agrees that it is important for Buyer to have assurances that the Project may be constructed in a

timely manner, and that the rights granted to Buyer in the right of entry, possession and use provisions set forth above in this EXHIBIT 5 to the Agreement are crucial to the Project's success. In the event of any dispute concerning the right of entry, possession and use provisions set forth above in this EXHIBIT 5, the Parties agree that monetary damages will not be adequate to make them whole, and intend for the terms of such right of entry, possession and use provisions to be specifically enforceable.

SELLER:

Skydive Elsinore LLC, a California Limited Liability Company

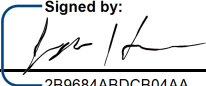
Date: 9/24/2024 | 11:55 AM PDT

By:  C030F094762B433...

Name: Karl O Gulledge

Title: Manager

Date: 9/24/2024 | 10:06 AM PDT

By:  2B9684ABDCB04AA...

Name: Joshua Hall

Title: Manager