

AGREEMENT FOR DEDICATION AND USE OF PROPERTY AND ESCROW INSTRUCTIONS

This AGREEMENT FOR DEDICATION AND USE OF PROPERTY AND ESCROW INSTRUCTIONS ("**Agreement**") is made and entered into as of _____, 2025 ("**Effective Date**"), by and between Canyon Heights Association, a California nonprofit mutual benefit corporation ("**Canyon Heights**"), and CITY OF MENIFEE, a California municipal corporation ("**City**").

R E C I T A L S:

A. Canyon Heights is the owner of certain unimproved, vacant real property located in the City of Menifee, County of Riverside, State of California (the "**Property**"). The Property is legally described in Exhibit A, which is attached hereto and incorporated herein by this reference.

B. Canyon Heights desires to dedicate and convey the Property to City, for no monetary payment from City, for purposes of charitable internal revenue tax considerations, City is willing to accept such dedication and conveyance, all on and subject to the terms and conditions set forth herein.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the mutual covenants herein contained, the parties hereto agree as follows:

1. DEDICATION OF PROPERTY.

1.1 Dedication, Purchase Sum. Canyon Heights agrees to dedicate and convey the Property to City, and City agrees to accept the dedication and conveyance of the Property from Canyon Heights for a sum of zero dollars and zero cents (\$0.00) subject to the terms and conditions of this Agreement.

1.2 Partial Consideration, Outstanding Fees. As partial consideration for Canyon Heights' entering into this Agreement, City shall process satisfaction of the following outstanding code enforcement fees due from Canyon Heights to the City and any late fees in connection therewith pending satisfaction thereof: (a) Demand Payoff Request and Release of Notice of Pendency dated October 21, 2024 for a total amount due of \$5,646.30; (b) Notice of Fees Due in relation to Case No. CE-18-0297 in an amount due of \$137.25, and (c) Notice of Fees Due in relation to Case No. CE-23-0774 in an amount due of \$125.00 (the "Code Enforcement Satisfaction"). The Code Enforcement Satisfaction shall be processed within ten (10) days after the Close of Escrow. This Section 1.2 does not excuse any existing or continuing violations of the Menifee Municipal Code or other applicable law, nor does it provide a guarantee that Canyon Heights will not receive subsequent administrative citations, penalties, fee demands or otherwise in

relation to violations of the Menifee Municipal Code or other applicable laws. This Section 1.2 shall survive termination of the Agreement until the Code Enforcement Satisfaction is processed and confirmation thereof is provided to Canyon Heights.

2. DUE DILIGENCE. As used herein, the term “**Due Diligence Period**” shall refer to the sixty (60) day period commencing upon the Effective Date. City and Canyon Heights may agree, in their discretion to extend the periods set forth in this Section 2 by mutual written agreement.

City’s obligation to consummate the transactions contemplated by this Agreement is subject to and conditioned upon City’s approval, deemed approval or waiver of the right to approve of the following contingencies set forth in this Section 2:

2.1 Title.

2.1.1 City shall, at its sole cost and expense, obtain a preliminary title report prepared by Stewart Title of California, Inc. (the “**Title Company**”) for the Property dating not more than thirty (30) days earlier than the Effective Date describing the state of title to the Property together with copies of all underlying documents (collectively the “**Preliminary Title Report**”).

2.1.2 City shall notify Canyon Heights in writing of any objections City may have to title exceptions contained in the Preliminary Title Report no later than the date which is thirty (30) days after City’s receipt of the Preliminary Title Report (“**City’s Objection Notice**”). City’s approval or disapproval of the matters set forth in the Preliminary Title Report may be granted or withheld in City’s sole and absolute discretion. City’s failure to provide Canyon Heights with a City’s Objection Notice within said period shall constitute City’s approval of all exceptions to title shown on the Preliminary Title Report. Canyon Heights shall have a period of fifteen (15) days after receipt of City’s Objection Notice in which to deliver written notice to City (“**Canyon Heights’ Notice**”) of Canyon Heights’ election to either (i) agree to remove the objectionable items on the Preliminary Title Report prior to the “Close of Escrow” (as that term is defined in Section 4.1), or (ii) decline to remove any such title exceptions. Canyon Heights’ failure to provide City with Canyon Heights’ Notice within said period shall constitute Canyon Heights’ election not to remove the objectionable items on the Preliminary Title Report. If Canyon Heights notifies City of its election not to remove the objectionable items on the Preliminary Title Report or is deemed to have decline to remove such objectionable items, City shall have the right, by written notice (“**City’s Title Acceptance Notice**”) delivered to Canyon Heights within ten (10) days after City’s receipt of Canyon Heights’ Notice or the date Canyon Heights is deemed to have declined to remove the objectionable exceptions, to agree to accept the Property subject to the objectionable items, in which case the dedication of the Property and all obligations of the parties hereunder shall occur subject to the terms and conditions of the Agreement. If City fails to provide City’s Title Acceptance Notice in the ten (10) day period after City’s receipt of Canyon Heights’ Notice or the date Canyon Heights is deemed to have declined to remove the objectionable exceptions, City and Canyon Heights shall be deemed to agree to terminate this

Agreement and relieve each party from its respective obligations hereunder except for other obligations that expressly survive termination of this Agreement.

2.1.3 Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement. The process set forth above for City's review and Canyon Heights' response shall apply to any review and response with respect to any amendment or supplement to the Preliminary Title Report, and the Close of Escrow shall be extended for such period as is necessary to allow for that review and response process to be completed.

2.2 Condition of Property.

2.2.1 Within fifteen (15) days after the Effective Date, Canyon Heights shall deliver to City all studies, reports and other written information Canyon Heights has in its possession and/or control that relate to the Property ("**Canyon Heights Document Disclosures**").

2.2.2 On October 11, 2024, Canyon Heights and City executed that certain Permission to Enter ("**Entry Agreement**") whereby City, its engineers, analysts, employees, agents, contractors, representatives, attorneys or advisors (collectively, the "**City Representatives**") were authorized by Canyon Heights to enter onto the Property and perform certain surveys, investigations, and studies set forth therein ("**City Environmental Review Documents**"), which surveys, investigations, and studies are under review by City.

2.2.3 If prior to or during the Due Diligence Period, City becomes aware of conditions on the Property, through the Canyon Heights Document Disclosures, City Environmental Review Documents, the NHD Report (defined below) or otherwise which, in City's reasonable discretion, necessitate further surveys, investigations, or studies, the City and Canyon Heights shall cooperate in good faith for City to complete such surveys, investigations, or studies at City's sole cost and expense, which shall include entry into a separate entry agreement in a form acceptable to both City and Canyon Heights.

2.2.4 Prior to expiration of the Due Diligence Period, City shall notify Canyon Heights in writing of (i) City's election to terminate the Escrow and this Agreement, if City disapproves of the physical or environmental conditions of the Property and, as a result, does not wish to proceed with purchasing the Property ("**City's Property Termination Notice**"), (ii) any objections City may have (the "**Disapproved Property Matters**") to any physical or environmental conditions of the Property ("**City's Property Objection Notice**"), or (iii) City's approval of the physical and environmental condition of the Property ("**City's Approval Notice**"). City's approval or disapproval of the physical and environmental conditions of the Property may be granted or withheld in City's sole and absolute discretion. In the event City terminates this Agreement pursuant to this Section, City and Canyon Heights shall be relieved of all further liability under this Agreement, except for other obligations that expressly survive termination of this Agreement. City's failure to provide Canyon Heights with a City's Property Termination

Notice, a City's Property Objection Notice, or a City's Approval Notice prior to the expiration of the Due Diligence Period shall constitute City's approval of the physical and environmental condition of the Property. If City provides to Canyon Heights City's Property Objection Notice, Canyon Heights shall have a period of fifteen (15) days after receipt of City's Property Objection Notice in which to deliver written notice to City ("**Canyon Heights' Response**") of Canyon Heights' election to either (i) agree to remove the Disapproved Property Matters prior to the Close of Escrow, or (ii) decline to remove the Disapproved Property Matters. Canyon Heights' failure to provide City with Canyon Heights' Response within said period shall constitute Canyon Heights' election to not remove the Disapproved Property Matters prior to the Close of Escrow. If Canyon Heights notifies City of its election not to remove the Disapproved Property Matters or is deemed to have elected not to remove the Disapproved Property Matters, City shall have the right, by written notice ("**City's Condition Acceptance Notice**") delivered to Canyon Heights within ten (10) days after City's receipt of Canyon Heights' Response or the date Canyon Heights is deemed to have declined to remove the Disapproved Property Matters, to agree to accept the Property subject to the Disapproved Property Matters, in which case the dedication of the Property and all obligations of the parties hereunder shall occur subject to the terms and conditions of the Agreement. If City fails to provide City's Condition Acceptance Notice in the ten (10) day period after City's receipt of Canyon Heights' Response or the date Canyon Heights is deemed to have declined to remove the Disapproved Property Matters, City and Canyon Heights shall be deemed to agree to terminate this Agreement and relieve each party from its respective obligations hereunder except for other obligations that expressly survive termination of this Agreement.

2.3 Appraisal. If this Agreement has not been terminated pursuant to the terms of Section 2.1 or 2.2 above, then within ten (10) days after the earlier of (i) the date of City's approval or deemed approval of the matters set forth in the Preliminary Title Report and the physical and environmental condition of the Property, or (ii) the date of expiration of the Due Diligence Period, City shall, at its sole cost and expense, commission an appraisal of the Property for purposes of complying with IRS valuation requirements (the "**Appraisal**").

2.4 NHD Report. Upon Opening of Escrow, Escrow Holder shall order a natural hazard disclosure report from Disclosure Source ("**NHD Report**") for the approval of City within three (3) days of receipt. The City shall pay the cost of the NHD Report, which is estimated to be one hundred dollars (\$100).

3. ESCROW.

3.1 Opening of Escrow. Closing of the dedication and conveyance of the Property shall take place through an escrow ("**Escrow**") to be established within three (3) business days after the Effective Date with _____, at its office located at _____ ("**Escrow Holder**"). The opening of the Escrow (the "**Opening of Escrow**") shall be deemed to be the date that a fully executed copy of this Agreement is delivered to the Escrow Holder. Escrow Holder is instructed to notify City and Canyon Heights in writing of the date of the Opening of Escrow.

3.2 Escrow Instructions. This Agreement, once deposited in Escrow, shall constitute the joint escrow instructions of City and Canyon Heights to Escrow Holder. Additionally, if Escrow Holder so requires, City and Canyon Heights agree to execute the form of escrow instructions that Escrow Holder customarily requires in real property escrows administered by it. In the event of any conflict or inconsistency between Escrow Holder's standard instructions and the provisions of this Agreement, the provisions of this Agreement shall supersede and be controlling.

4. CLOSE OF ESCROW.

4.1 Close of Escrow; Outside Closing Date. Provided that all of the conditions of this Agreement precedent to the "Close of Escrow" (as hereinafter defined) have been satisfied (or waived by the appropriate party) prior to or on the "Outside Closing Date," (as hereinafter defined) the closing for the dedication of the Property shall take place on the date which is thirty (30) days after the date on which all of "City's Conditions to Closing" and all of "Canyon Heights' Conditions to Closing" (as those terms are defined in Section 8) have been satisfied (or waived by the appropriate party); provided, however, in no event shall the closing occur, if at all, later than the later of (i) one hundred fifty (150) days after the Effective Date, or (ii) ninety (90) days after the expiration of the Due Diligence Period ("**Outside Closing Date**"). The terms "**Close of Escrow**" and the "**Closing Date**" are used herein to mean the time Canyon Heights' grant deed conveying fee title to the Property to City is recorded in the Official Records of the Office of the County Recorder of Riverside County ("**Official Records**"). If the Escrow is not in a condition to close by the Outside Closing Date, either party not then in default hereunder may, upon five (5) days advance written notice to the other party and Escrow Holder, elect to terminate this Agreement and the Escrow. No such termination shall release either party then in default from liability for such default. If neither party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible.

4.2 Recordation; Release of Funds and Documents.

4.2.1 Escrow Holder is directed, on the Closing Date, to record in the Official Records, the following documents in the order listed: (i) a grant deed substantially in the form attached hereto and incorporated herein as Exhibit B transferring title to the Property to City ("**Grant Deed**"), (ii) the Deed Restriction (defined below) in the form required by Section 10 hereof and (ii) such other and further documents as may be directed jointly by City and Canyon Heights.

4.2.2 Upon the Closing Date, Escrow Holder shall deliver conformed copies of all recorded documents to both City and Canyon Heights.

4.3 Escrow Cancellation Charges. If the Escrow does not close due to a default by one of the parties, the defaulting party shall bear all "Escrow Cancellation Charges" (as that term is defined below). If the Close of Escrow does not occur for any reason other than the default of a party, then City shall pay any Escrow Cancellation Charges. As used herein, "**Escrow Cancellation Charges**" means all fees, charges and expenses

incurred by Escrow Holder or third parties engaged by Escrow Holder, as well as all expenses related to the services of the Title Company in connection with the issuance of the Preliminary Title Report and other title matters.

4.4 Closing Statement. At least three (3) business days prior to the Close of Escrow, Escrow Holder shall furnish City and Canyon Heights with a preliminary Escrow closing statement. The preliminary Escrow closing statement shall be approved in writing by City. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final fully executed Escrow closing statement to City and Canyon Heights and all Escrow fees and costs will be paid by City.

5. DELIVERY OF DOCUMENTS REQUIRED FROM CITY AND CANYON HEIGHTS.

5.1 City's Obligations. City agrees that on or before 10:00 a.m. of the Closing Date, City shall deposit or cause to be deposited with Escrow Holder each of the following:

(a) a Preliminary Change of Ownership Statement completed in the manner required in Riverside County;

(b) an executed Deed Restriction in the form required by Section 10 hereof, or, if DPR has not finalized the Deed Restriction, a written certification from City certifying its compliance with Section 10 hereof; and

(c) a resolution or similar action of the decision-making governing body of City with the authority to enter into this Agreement authorizing City's execution hereof and the matters contained herein, with a copy provided to Canyon Heights;

(d) any and all instruments or other documents required from City (executed and acknowledged where appropriate) as may be reasonably necessary in order for the Escrow Holder to comply with the terms of this Agreement.

5.2 Canyon Heights' Obligations. Canyon Heights agrees that on or before 10:00 a.m. of the Closing Date, Canyon Heights shall deposit or cause to be deposited with Escrow Holder each of the following:

(a) the executed and acknowledged Grant Deed;

(b) a certificate addressed to City confirming that the express representations and warranties of Canyon Heights in Section 12.2 are correct in all material respects, except as may be set forth in the certificate, subject to all of the limitations of Canyon Heights' actual knowledge at the time of signature and liability in this Agreement; the content of such certificate to survive the Closing for a period of one (1) year ("Date Down Certificate") (for the avoidance of doubt, the representations and warranties in the Date Down Certificate shall not apply to matters not within Canyon Heights' actual knowledge at the Closing but that occurred or were discovered following the Closing);

(c) a Certificate of Non-Foreign Status (the “**Non-Foreign Affidavit**”) executed and acknowledged by Canyon Heights in the form attached hereto as Exhibit C;

(d) a resolution, minute order, or similar action of the decision-making board of Canyon Heights’ with the authority to enter into this Agreement authorizing Canyon Heights’ execution hereof and the matters contained herein, with a copy provided to City;

(e) all documents necessary for Title Company to issue the Title Policy that do not impose or increase any obligations or liabilities or limit or abrogate any rights of Canyon Heights under this Agreement or applicable law; and

(f) all other funds, items, and instruments required from Canyon Heights (executed and acknowledged where appropriate) as may be reasonably necessary in order for Escrow Holder to comply with the provisions of this Agreement.

6. TITLE INSURANCE POLICY.

6.1 Title Policy. On the Closing Date, the Title Company, as insurer, shall issue a CLTA standard coverage owner’s policy of title insurance (the “**Title Policy**”), in favor of City, as insured, with liability in the amount of the fair market value of the Property, as determined by the Appraisal, subject to the following:

(a) non-delinquent real property taxes and assessments;

(b) title exceptions approved or deemed approved by City pursuant to Section 2.1 above;

(c) any other exceptions approved by City; and

(d) the standard printed conditions and exceptions contained in a CLTA standard coverage owner’s policy of title insurance regularly issued by the Title Company.

6.2 Payment for Title Policy. City shall be responsible to pay for the costs of a standard CLTA owner’s policy of title insurance, including the costs of any title endorsements reasonably requested by City and all other costs for the Title Policy, including, without limitation, the additional costs for an extended ALTA owner’s policy of title insurance.

7. TAXES & UTILITIES. Canyon Heights shall be responsible for paying for all property taxes or assessments assessed against the Property prior to the Closing, other than the Code Enforcement Satisfaction identified in Section 1.2 above. Canyon Heights shall be responsible for all utility services to the Property (if any) through the date of Close of Escrow and City shall be responsible for utility services thereafter. It shall be Canyon Heights’ responsibility to notify each utility company of the change in ownership, but City shall execute all forms necessary to assume responsibility for utility services after the Close of Escrow. No documentary transfer taxes are due under this Agreement pursuant to Revenue and Tax Code Section 11922.

8. CONDITIONS PRECEDENT TO CLOSING.

8.1 Conditions Precedent to City's Obligations. The obligations of City under this Agreement to accept the Property and close the Escrow shall be subject to the satisfaction or signed written waiver by City of each and all of the following conditions precedent (collectively "**City's Conditions to Closing**"):

(a) City shall have approved the condition of the title to the Property, in accordance with Section 2.1 hereof;

(b) City shall have approved the condition of the Property, in accordance with Section 2.2 hereof;

(c) on the Closing Date, the Title Company shall be irrevocably committed to issue the Title Policy pursuant to Section 6 above insuring fee title to the Property as being vested in City;

(d) Escrow Holder holds all instruments and funds required for the Close of Escrow and will deliver to City the instruments and funds, if any, accruing to City pursuant to this Agreement;

(e) upon receipt of the NHD Report, City has not exercised its statutory rights of rescission;

(f) except as otherwise permitted by this Agreement, all representations and warranties by Canyon Heights in this Agreement shall be true on and as of the Closing Date as though made at that time and all covenants of Canyon Heights pursuant to this Agreement shall have been fulfilled by the Closing Date;

(g) there shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against Canyon Heights that would materially and adversely affect Canyon Heights ability to unconditionally perform its obligations under this Agreement; and

(h) Canyon Heights is not in material default of any term or condition of this Agreement and no condition shall have occurred that would constitute a default with the giving of notice or the passage of time.

In the event that any of City's Conditions to Closing are not satisfied, or waived in a writing signed by City, prior to the expiration of the applicable period for satisfaction or waiver, City may terminate this Agreement. In the event of such termination, neither party shall thereafter have any obligations to, or rights against, the other under this Agreement, except for any obligations that expressly survive the termination of this Agreement.

8.2 Conditions Precedent to Canyon Heights' Obligations. The obligations of Canyon Heights under this Agreement shall be subject to the satisfaction or signed written

waiver by Canyon Heights of each and all of the following conditions precedent (“**Canyon Heights’ Conditions to Closing**”):

(a) Escrow Holder holds all instruments accruing to Canyon Heights pursuant to this Agreement;

(b) except as otherwise permitted by this Agreement, all representations and warranties by the City in this Agreement shall be true on and as of the Closing Date as though made at that time and all covenants of City pursuant to this Agreement shall have been fulfilled by the Closing Date;

(c) City shall have complied with its obligations under Section 1.2 of this Agreement; and

(d) City shall have delivered all of the documents to be executed by City set forth in Section 5.1 and shall not be in default under this Agreement and no condition shall have occurred that would constitute a default with the giving of notice or the passage of time.

In the event that any of Canyon Heights’ Conditions to Closing are not satisfied, or waived in a writing signed by Canyon Heights, prior to the expiration of the applicable period for satisfaction or waiver, Canyon Heights may terminate this Agreement. In the event of such termination, neither party shall thereafter have any obligations to, or rights against, the other under this Agreement, except for any obligations that expressly survive the termination of this Agreement.

9. POSSESSION. Possession of the Property shall be delivered by Canyon Heights to City at 5:00PM on the Closing Date.

10. USE AND DEVELOPMENT OF PROPERTY AS A PARK FOR THE PUBLIC BENEFIT.

10.1 Deed Restriction. In connection with the matters contained in this Agreement, City has or is in the process of applying for grant funding from the California Department of Parks and Recreation (DPR) to develop the Property as a park for the public benefit (“**Grant**”). As part of the grant requirements, the City is required to prepare and record against the property a deed restriction in the form required by the DPR, which restricts the Property in perpetuity to park purposes for the public benefit (the “**Deed Restriction**”). In the event the by January 1, 2027, City (i) is not awarded the Grant, (ii) has not recorded the Deed Restriction, or (iii) the Deed Restriction does not, to the reasonable satisfaction of Canyon Heights, restrict the Property to use as a park for the public benefit in perpetuity, then Canyon Heights may record a Memorandum of Agreement recording the provisions of this Agreement against the Property, including the provisions of this Section 10.

Following development of the Property pursuant to Section 10.2 below, in the event City ceases to use the Property for the purposes as a park for the public benefit, Title will revert back to Canyon Heights, and City will return the Property to Canyon Heights as-is,

or, at Canyon Heights' election, in the same or similar condition as existed at the time of transfer to the City (i.e., open space) with all improvements not relating to use as a park removed. Canyon Heights acknowledges that in the event of such reversion, matters recorded on title following the Closing, including but not limited to the Deed Restriction, will remain recorded against the Property.

10.2 Expeditious Development. City intends to develop the Property as a park for the public benefit, to be open and operational no later than January 1, 2029, or the time provided in the Grant, whichever is earlier. Notwithstanding the foregoing, the Parties acknowledge that development of the Property depends on many factors, some of which are outside of City's control. Canyon Heights may request from City, and City shall provide upon request (a) no more than two (2) written formal progress reports per calendar year until the Property is developed as a park for the public benefit detailing the progress on development of the Property, anticipated principal steps in development, anticipated timelines for principal steps, and progress made since the last formal progress report, and/or (b) monthly or more frequently as-appropriate informal check-ins with City staff at Canyon Heights' reasonable request to provide general updates and respond to questions regarding City's progress, including by email, telephone, and/or City staff's attendance at Canyon Heights' board meetings.

In the event that Canyon Heights has reason to believe that the Property is not being developed in a reasonably expeditious manner, the Parties shall meet and confer in good faith to determine a feasible development schedule for the Property. In the event that City has not opened the Property as a park for the public benefit within four (4) years of the execution of this Agreement, or the time provided in the Grant, whichever is later, Canyon Heights may serve a written notice of default to City, and City shall have thirty (30) days to take action to commence cure of the default. At that time, the Parties shall meet and confer in good faith to discuss factors contributing to the delay and a potential extension to the completion timeline as appropriate.

In the event City fails to commence cure of the default within the thirty (30) day period, and the Parties do not reach an agreement in good faith on an extension of time, Canyon Heights may pursue specific performance of the covenants in this Agreement pursuant to Section 15 hereof or demand reconveyance of the Property to Canyon Heights in the condition indicated in the second paragraph of Subsection 10.1. Nothing contained in this Agreement shall provide Canyon Heights with any approval right over the components, design, or other details for development of a park on the Property not expressly set forth herein.

10.3 Canyon Heights' Access. Canyon Heights will provide private pedestrian access to the Property for its residents through an existing gated pedestrian footbridge located exclusively on Canyon Heights' property ("**Resident Access**"). Such Resident Access shall:

10.3.1 Not be opened to residents of Canyon Heights' property or otherwise until Canyon Heights receives written notice from City that the Property is open as a park for the public benefit;

10.3.2 Not be open to members of the public or subject to control or use by the City or subject to any easement rights by the City;

10.3.3 Be maintained exclusively by or on behalf of Canyon Heights in good, safe condition; and

10.3.4 Be locked and inaccessible at all hours when the Property is not open to the public.

10.4 Maintenance of Property. Upon transfer of the Property to City, City shall be solely responsible for the maintenance, repair, replacement (where necessary) and upkeep of the Property and all improvements thereat, including, but not limited to, sidewalks, paths, parking lots, landscaping, park structures, facilities, irrigation, drainage, and any other improvement now existing or added by the City. Once development of the Property as a public park is complete, City shall maintain the Property in such a manner that it does not constitute a nuisance for the Association or residents of the Association. Notwithstanding the foregoing, the Parties acknowledge that as of the date of this Agreement, the Property is unimproved open-space land that has been issued multiple citations for nuisance among other matters. Canyon Heights acknowledges that clean-up of the Property and remediation of the nuisance conditions thereupon will not be immediate upon Closing, and will occur concurrently with the development of a public park on the Property. Canyon Heights further acknowledges that remediation of the Property will require equipment, construction, surveys, and other measures which generate light, traffic, noise, and other potential disruptions consistent with such activities on a temporary basis.

10.5 Survival of Section. This Section 10 shall survive the Closing and shall continue so long as either Party has rights or obligations hereunder. The requirements in this Section 10 shall not survive if this Agreement terminates by reason other than the Close of Escrow.

11. ALLOCATION OF COSTS.

11.1 City's Costs. City shall pay the following costs in connection with the Closing:

(a) City's own attorney's and administrative fees incurred in connection with this Agreement and the transactions contemplated hereby;

(b) All costs of City's compliance with the terms and conditions of this Agreement;

- (c) All of the charges, if any, for recording the Deed Restriction (if applicable);
- (d) All of the charges, if any, for recording the Grant Deed;
- (e) All costs of the Title Policy as more specifically described in Section 6.2 of this Agreement; and
- (f) Escrow Holder's escrow fee.

11.2 Canyon Heights' Costs. Canyon Heights shall pay the following costs in connection with the Closing:

- (a) Canyon Heights' own attorney's and administrative fees in connection with this Agreement and the transactions contemplated hereby; and
- (b) All costs of Canyon Heights' compliance with the terms and conditions of this Agreement.

12. REPRESENTATIONS AND WARRANTIES.

12.1 City's Representations, Warranties and Covenants. City hereby makes the following representations and warranties to Canyon Heights, each of which is true in all respects as of the date hereof and shall be true in all respects on the Closing Date:

12.1.1 City is duly organized and existing.

12.1.2 City has the legal power, right, and authority to execute, deliver and perform City's obligations under this Agreement and the documents executed and delivered by City pursuant hereto.

12.1.3 All requisite action (corporate, trust, partnership, or otherwise) has been taken by City in connection with entering into this Agreement and the instruments referenced herein and the consummation of the transactions contemplated hereby. No consent is required which has not been obtained to permit City to enter into this Agreement and consummate the transaction hereby.

12.1.4 The entering into this Agreement does not violate any provision of any other agreement to which City is bound.

12.2 Canyon Heights' Representations and Warranties. Canyon Heights hereby represents and warrants to City, based on information and belief, that each of the following is true in all respects as of the date hereof and shall be true in all respects on the Closing Date:

12.2.1 Canyon Heights is duly organized and existing.

12.2.2 Canyon Heights owns and holds title to the Property.

12.2.3 Canyon Heights has the legal power, right, and authority to execute, deliver and perform Canyon Heights' obligations under this Agreement and the documents executed and delivered by Canyon Heights pursuant hereto.

12.2.4 All requisite action has been taken by Canyon Heights in connection with entering into this Agreement and the instruments referenced herein and the consummation of the transactions contemplated hereby. No consent is required which has not been obtained to permit Canyon Heights to enter into this Agreement and consummate the transactions contemplated hereby.

12.2.5 The entering into this Agreement does not violate any provision of any other agreement to which Canyon Heights is bound.

12.2.6 There is no pending or threatened litigation, lawsuit or administrative proceeding which would adversely affect the Property.

12.2.7 There are no contracts, agreements, management documents (such as Covenants, Conditions, and Restrictions) or leases affecting the Property which shall survive the Close of Escrow.

12.2.8 Canyon Heights has paid all taxes and assessments required to be paid pursuant to Section 7 of this Agreement. Canyon Heights accepts all federal and/or state tax consequences of the donation of the Property to City hereunder.

12.2.9 Except for the matters contained in Section 1.2, there are no pending liens, repairs, or violations of applicable laws or enforceable agreements against the Property.

12.2.10 Except for the matters contained in Section 1.2, Canyon Heights has not received from any governmental authority any outstanding written notification from any governmental authority, indicating that the Property, or any portion or aspect thereof, or any operations occurring thereon, are in violation of any applicable law, rule, statute, building code, regulation, or ordinance.

12.2.11 Except as set forth in the Preliminary Title Report, there are no financial obligations secured by trust deeds, mortgages, financing statements, security agreements or otherwise, against the Property.

12.2.12 Except as set forth in the Preliminary Title Report, and to the best of Canyon Heights' knowledge, there are no oil, gas, geothermal and/or mineral leases, licenses, options, rights of first refusal, and/or contracts to sell, affecting the mineral rights associated with the Property, or other parties currently in possession, of the said interests on the Property.

12.2.13 There are no outstanding utility type bills on the Property.

12.2.14 There are no outstanding offers to purchase or rights of first refusal on the Property.

12.2.15 To the best of Canyon Heights' knowledge, there are no Hazardous Materials present on the Property, or any portion thereof, and Canyon Heights has not been advised or notified by any third parties, prior owners of the Property, or any federal, state or local governmental agency, of the presence of any Hazardous Materials on the Property.

In the event Canyon Heights becomes aware of a change in circumstance during the term of the Escrow which would cause any of the representations or warranties of Canyon Heights under this Section 12 to be untrue, Canyon Heights shall advise City of such change in circumstance in writing within three (3) business days from Canyon Heights' discovery thereof. City shall then have fifteen (15) business days from receipt of such notice from Canyon Heights to deliver written notice to Canyon Heights of City's election to either (i) terminate this Agreement, or (ii) waive objection to such change in circumstance and to accept title to the Property subject to such change in circumstance. City's failure to notify Canyon Heights in writing within said fifteen (15) business day period shall conclusively be deemed City's election to waive objection to such change in circumstance and to proceed to close the Escrow subject to such change in circumstance.

Except with respect to (i) the covenants, representations, and warranties set forth in this Agreement or as otherwise expressly provided in this Agreement and (ii) any loss, damage, injury, liability, claim, expense or demand arising out of (a) Canyon Heights' breach of this Agreement or any documents entered into by City and/or Canyon Heights in connection therewith, (b) the gross negligence, willful misconduct or fraud of Canyon Heights, (c) the presence, release or discharge of any Hazardous Materials in, at, about or under the Property knowingly caused or permitted by Canyon Heights, and (d) any claims against Canyon Heights relating to claims by third parties made against City to the extent such claims are based upon actions, omissions or occurrences of Canyon Heights prior to the Closing Date (collectively, the "**Excluded Claims**"), City does hereby acknowledge and agree that City is purchasing the Property in an "as-is, where is, with all faults" condition as of the Closing Date. Except as set forth in this Agreement, Canyon Heights has made no representations or warranties regarding the Property, City shall have undertaken all such inspections and examinations in connection with the Property as City deems necessary or appropriate under the circumstances (including, without limitation, the physical and environmental condition of the Property, the zoning of the Property, the Property's compliance with applicable laws, the condition of any improvements on the Property, and the availability or lack thereof of entitlements for the development and use of the Property), and that based upon the same, City is and will be relying strictly and solely upon such inspections and examinations and the advice of its agents, consultants, contractors, vendors and representatives. Except as set forth in this Agreement, neither Canyon Heights nor any representative, member, agent, employee, property manager, broker, principal, partner, affiliate or consultant of Canyon Heights is making or has made any warranty or representation (either express or implied) with respect to all or any part of the Property as an inducement to City to enter into this Agreement and thereafter purchase the Property or for any other purpose. Except with respect to the covenants, representations, and warranties set forth in this Agreement or as otherwise expressly provided in this Agreement or with respect to the Excluded Claims, City hereby expressly disclaims (on behalf of itself and any party affiliated with or related

to City) any and all Canyon Heights representations and warranties (either express or implied).

Initials: _____
Canyon Heights City

As used in this Agreement, the term “**Hazardous Material(s)**” includes, without limitation, any hazardous or toxic material, substance, irritant, chemical, or waste, including without limitation (a) any material defined, classified, designated, listed or otherwise considered under any Environmental Law, including, without limitation, as defined in California Health & Safety Code Section 25260, as a “hazardous waste,” “hazardous substance,” “hazardous material,” “extremely hazardous waste,” “acutely hazardous waste,” “radioactive waste,” “biohazardous waste,” “pollutant,” “toxic pollutant,” “contaminant,” “restricted hazardous waste,” “infectious waste,” “toxic substance,” or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (b) any material, substance or waste which is toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic or mutagenic, and which is or becomes regulated by any local governmental authority, any agency of the State of California or any agency of the United States Government, (c) asbestos, and asbestos containing material, (d) oil, petroleum, petroleum based products and petroleum additives and derived substances, (e) urea formaldehyde foam insulation, (f) polychlorinated biphenyls (PCBs), (g) freon and other chlorofluorocarbons, (h) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (i) mold, fungi, viruses or bacterial matter, and (j) lead-based paint.

As used in this Agreement, the term “**Environmental Laws**” means any and all federal, state and local laws, statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, assessment, investigation, study, monitoring, removal, remediation, cleanup, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or animal health, including, without limitation, the following statutes and their underlying regulations, as they have been amended from time to time, and the following referenced common laws: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Oil Pollution Act (33 U.S.C. §§ 2701 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §§ 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Wat. Code, §§ 13000 et seq.), the Toxic Mold Protection Act (Cal. Health & Saf. Code, §§ 26100, et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65 – Cal.

Health & Saf. Code, §§ 25249.5 et seq.), the California Hazardous Waste Control Law (Cal. Health & Saf. Code, §§ 25100 et seq.), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Saf. Code, §§ 25500 et seq.), the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health & Saf. Code, §§ 25280 et seq.), the California Underground Storage of Hazardous Substances Laws (Cal. Health & Saf. Code, §§ 25280 et seq.) and the California common laws of nuisance, trespass, waste, and ultra-hazardous activity.

13. CONDEMNATION. In the event that, prior to the Close of Escrow, any governmental entity shall commence any proceedings of or leading to eminent domain or similar type proceedings to take all or any portion of the Property, City and Canyon Heights shall promptly meet and confer in good faith to evaluate the effect of such action on the purposes of this Agreement and following such meeting either City or Canyon Heights may terminate this Agreement.

14. RISK OF PHYSICAL LOSS. Risk of physical loss to the Property shall be borne by Canyon Heights prior to the Close of Escrow and by City thereafter. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty prior to the Close of Escrow, City shall have the option to terminate this Agreement, provided notice of such termination is delivered to Canyon Heights within fifteen (15) business days following the date City learns of the occurrence of such casualty. If City fails to terminate this Agreement pursuant to the foregoing sentence within said fifteen (15) business day period, City shall complete the acquisition of the Property, in which case Canyon Heights shall assign to City the interest of Canyon Heights in all insurance proceeds relating to such damage. Canyon Heights shall consult with City regarding any proposed settlement with the insurer and City shall have the reasonable right of approval thereof. Canyon Heights shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason prior to the Close of Escrow, City shall have no right to any insurance proceeds.

15. WAIVER OF DAMAGES; SPECIFIC PERFORMANCE. Except as otherwise set forth in this Agreement, in the event a party defaults under this Agreement, the non-defaulting party's sole and exclusive remedy will be for specific performance of this Agreement. EACH PARTY HEREBY WAIVES ANY RIGHT TO PURSUE DAMAGES RESULTING FROM A DEFAULT OR BREACH OF THIS AGREEMENT, AND IN NO EVENT SHALL THE DEFAULTING PARTY BE LIABLE FOR DAMAGES FOR A DEFAULT OR BREACH OF THE DEFAULTING PARTY'S OBLIGATION UNDER THIS AGREEMENT, ALL OF WHICH RIGHTS ARE HEREBY WAIVED AND RELINQUISHED BY THE NON-DEFAULTING PARTY. The parties agree that the foregoing limitation on their respective remedies and measure of damages is reasonable under all of the circumstances of this Agreement, and is a material consideration for the parties entering into this Agreement.

Canyon Heights' Initials

City's Initials

16. MISCELLANEOUS.

16.1 Assignment. This Agreement shall be binding upon and shall inure to the benefit of City and Canyon Heights and their respective heirs, personal representatives, successors, and assigns. Neither party to this Agreement may assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent and approval of the other party, which consent and approval may be withheld in the sole and absolute discretion of such other party, and any assignment made in violation of this Section 16.1 shall be null and void. With the exception of the express rights of the City under this Agreement, no provision of this Agreement is intended nor shall in any way be construed to benefit any party not a signatory hereto or to create a third party beneficiary relationship.

16.2 Choice of Laws. This Agreement shall be governed by the internal laws of the State of California and any question arising hereunder shall be construed or determined according to such law without regard to conflict of law principles. Service of process on City or Canyon Heights shall be made in accordance with California law.

16.3 Attorney's Fees. In the event of any action between City and Canyon Heights seeking enforcement of any of the terms and conditions to this Agreement or an Escrow or otherwise in connection with the Property, the prevailing party in such action shall be awarded, in addition to any damages, injunctive or other relief awarded, its reasonable costs and expenses, including without limitation its expert witness fees and reasonable attorney's fees.

16.4 Notices. All notices under this Agreement shall be effective (i) upon personal delivery, (ii) upon delivery by reputable overnight courier that provides a receipt with the date and time of delivery, or (iii) three (3) business days after deposit in the United States mail, registered or certified, postage fully prepaid and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

To City:	City of Menifee 29844 Haun Rd Menifee, California 92586 Email.: avilla@cityofmenifee.us Phone: (951) 672-6777 Attention: City Manager
Copy to:	Rutan & Tucker, LLP 18575 Jamboree Rd, 9 th Floor Irvine, California 92612 Email: jmelching@rutan.com Phone: (714) 641-3422 Attention: Jeffrey T. Melching, Esq.

To: Canyon Heights Homeowners Association
3536 Concourses Street, Ste 100
Ontario, CA 91764

Copy to: Michelle A. Copeland, Esq.
Delphi Law Group, LLP
5868 Owens Ave., Suite 200
Carlsbad, CA 92008

16.5 Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto.

16.6 Headings. The headings at the beginning of each numbered Section of this Agreement are solely for the convenience of the parties hereto and are not a part of this Agreement.

16.7 Administration of Agreement. This Agreement shall be administered on behalf of City by the City Manager of the City of Menifee, or his or her designated representative, following approval of this Agreement by the City Council. The City Manager (or his or her authorized representative) shall have the authority to act on behalf of the City to issue interpretations, waive provisions, agree to extensions, and enter into amendments of this Agreement on behalf of City so long as such actions do not substantially add to the costs of City as specified herein.

16.8 Nonliability of City Officials. No officer, official, member, employee, agent, or representative of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

16.9 Gender; Number. As used in this Agreement, masculine, feminine, and neuter gender and the singular or plural number shall be deemed to include the others wherever and whenever the context so dictates.

16.10 Survival. Except as expressly stated otherwise herein, this Agreement and all representations and warranties contained herein, shall survive the Closing Date for a period of one (1) year and shall remain a binding contract between the parties hereto.

16.11 Time, Extensions. Time is of the essence of this Agreement and of each and every term and provision hereof, it being understood that the parties hereto have specifically negotiated the dates for the completion of each obligation herein. The parties may, in each of their sole discretion, mutually agree in writing to extensions of time for any matter contained in this Agreement. In the event that any deadline, performance or act required under this Agreement falls on a day which is not a business day, the time for the deadline, performance of such act shall be extended to the next succeeding business

day. As used herein, a business day shall mean any day which is not a weekend, or state, a federal or bank holiday.

16.12 Waiver. A waiver of a provision hereof shall be effective only if said waiver is in writing, and signed by both City and Canyon Heights. No waiver of any breach or default by any party hereto shall be considered to be a waiver of any future breach or default unless expressly provided herein or in the waiver.

16.13 Broker's/Consulting Fees. Canyon Heights and City represent and warrant to the other that neither City nor Canyon Heights has employed any real estate broker to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any broker's commission in connection with the conveyance of the Property arising out of agreements by the indemnifying party to pay any commission.

16.14 No Withholding Because Non-Foreign Entity. Canyon Heights represents and warrants to City that Canyon Heights is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to City on or before the Close of Escrow a Certificate of Non-foreign Status on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the regulations promulgated thereunder and a California Form 593-C.

16.15 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be of equal legal force and effect.

16.16 Severability. If any term, covenant or condition of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons, entities, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.17 Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit A	Legal Description of Property
Exhibit B	Form of Grant Deed
Exhibit C	Certificate of Non-Foreign Status

16.18 Covenants of Canyon Heights. Canyon Heights agrees that during the period between the Effective Date of this Agreement and the Closing Date:

(a) Canyon Heights shall maintain the Property in not less than the state of repair as that existing on the Effective Date (excepting ordinary wear and tear);

(b) Canyon Heights shall not convey, grant, lease, rent, license, assign, mortgage, hypothecate, encumber, or otherwise transfer (on or off record) the Property or any interest therein;

(c) Canyon Heights shall not alter the physical condition of the Property or knowingly introduce or release, or permit the introduction or release, of any Hazardous Material in, from, under, or on the Property;

(d) Prior to the Closing Date, Canyon Heights shall maintain Canyon Heights' existing insurance on the Property.

16.19 Entire Agreement; Amendment. Except as set forth above, this Agreement and the exhibits incorporated herein contain the entire agreement of City and Canyon Heights with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized officers or representatives of each of the parties hereto.

16.20 Authority. The Parties represent, warrant, and covenant that the individuals signing on behalf of any entity have the requisite corporate and/or legal power and authority to bind that entity.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, City and Canyon Heights each hereby represents that it has read this Agreement, understands it, and hereby executes this Agreement to be effective as of the day and year first written above.

“City”

CITY OF MENIFEE,
a California municipal corporation

Date: _____, 2025

By: _____
Name: Armando G. Villa
Its: City Manager

ATTEST:

Stephanie Roseen, City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

By: _____
Jeffrey T. Melching, City Attorney

“Canyon Heights”

CANYON HEIGHTS ASSOCIATION, a
nonprofit mutual benefit corporation

Date: _____, 2025

By: _____

Date: _____, 2025

By: _____

_____ agrees to act as Escrow Holder in
accordance with the terms of this Agreement.

Date: _____, 2025

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[Attachment begins on following page]

PARCEL "A"

BEING PORTIONS OF LOT 160 (PARK SITE) AND LOT 161 (WETLAND FACILITIES) BOTH OF TRACT NO. 30330-1, AS SHOWN ON MAP BOOK 361 OF TRACT MAPS, PAGES 30 THROUGH 41 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING IN SECTIONS 25 AND 36, TOWNSHIP 5 SOUTH, RANGE 4 WEST, S.B. M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWEST CORNER OF SAID LOT 160 OF SAID TRACT NO. 30330-1, SAID CORNER ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF MOUNTAIN VIEW PLACE (60.00 FOOT FULL WIDTH) AS SHOWN ON RECORD OF SURVEY AS FILED IN BOOK 89, PAGES 58 THROUGH 62, INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE NORTH 89°31'25" EAST, ALONG SAID NORTH LINE OF SAID LOT 160 AND THE SOUTHERLY RIGHT OF WAY LINE OF NEWPORT DRIVE (20.00 FOOT FULL WIDTH) AS SHOWN ON SAID RECORD OF SURVEY, A DISTANCE OF 1281.52 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID TRACT NO. 30330-1;

THENCE ALONG THE EAST LINE OF SAID LOT 160 THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 00°19'22" WEST, LEAVING SAID SOUTHERLY RIGHT OF WAY LINE OF SAID NEWPORT DRIVE, A DISTANCE OF 220.09 FEET TO AN ANGLE POINT ON SAID EAST LINE;
- 2) NORTH 89°30'14" EAST, A DISTANCE OF 500.30 FEET TO AN ANGLE POINT ON SAID EAST LINE;
- 3) SOUTH 00°17'06" WEST, A DISTANCE OF 447.76 FEET TO AN ANGLE POINT ON SAID EAST LINE;
- 4) SOUTH 35°30'49" EAST, A DISTANCE OF 13.16 FEET TO A POINT ON SAID EAST LINE;

THENCE SOUTH 85°25'25" WEST, LEAVING SAID EAST LINE, A DISTANCE OF 50.96 FEET;

THENCE SOUTH 75°04'48" WEST, A DISTANCE OF 9.61 FEET;

THENCE NORTH 43°40'41" WEST, A DISTANCE OF 6.12 FEET;

THENCE NORTH 89°43'34" WEST, A DISTANCE OF 16.61 FEET;

THENCE SOUTH 41°55'20" WEST, A DISTANCE OF 7.17 FEET;

THENCE NORTH 85°08'37" WEST, A DISTANCE OF 21.15 FEET;

THENCE SOUTH 89°53'31" WEST, A DISTANCE OF 52.40 FEET TO A POINT ON THE EAST LINE OF SAID LOT 161 SHOWN AS NORTH 00°00'03" EAST TO A NON-TANGENT CURVE CONCAVE NORTHERLY WITH A RADIUS OF 244.50 FEET AND A RADIAL BEARING OF NORTH 00°00'03" EAST;

CONTINUING PARCEL "A"

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°25'18", A DISTANCE OF 253.57 FEET TO A NON-TANGENT LINE AND A RADIAL BEARING OF SOUTH 59°25'21" WEST;

THENCE NORTH 30°56'38" WEST, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 168.55 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 144.39 FEET AND RADIAL BEARING OF SOUTH 62°27'45" WEST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°12'00", A DISTANCE OF 60.99 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 161;

THENCE SOUTH 39°16'58" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 10.44 FEET TO THE NORTHEAST CORNER OF LOT 243 OF TRACT NO. 30330, AS SHOWN ON BOOK 372 OF TRACT MAPS, PAGES 19 THROUGH 33, INCLUSIVE, RECORDS OF SAID COUNTY;

THENCE ALONG THE NORTH LINE OF SAID LOT 243 THE FOLLOWING FOUR (4) COURSES:

1) NORTH 65°46'05" WEST, A DISTANCE OF 391.21 FEET TO A ANGLE POINT ON SAID NORTH LINE;

2) NORTH 89°59'57" WEST, A DISTANCE OF 541.78 FEET TO A ANGLE POINT ON SAID NORTH LINE;

3) NORTH 60°29'53" WEST, A DISTANCE OF 235.82 FEET TO A ANGLE POINT ON SAID NORTH LINE;

4) NORTH 89°59'57" WEST, A DISTANCE OF 160.44 FEET TO THE WEST LINE OF SAID LOT 160, SAID POINT BEING THE MOST WESTERLY SOUTHWEST CORNER OF LOT 160;

THENCE NORTH 00°05'52" WEST, ALONG THE WEST LINE OF SAID LOT 160, A DISTANCE OF 89.49 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 10.45 ACRES MORE OR LESS.

EXHIBIT B
FORM OF GRANT DEED

[SEE FOLLOWING PAGES]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Menifee
29844 Huan Road
Menifee, CA 92586
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
(Exempt from Recordation Fee per Gov. Code § 27383)

The undersigned Grantor hereby declares that the Documentary Transfer Tax for this instrument is \$0 under Revenue Transfer Tax Code Section 11922 as the conveyance is to a governmental entity

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CANYON HEIGHTS ASSOCIATION, a nonprofit mutual benefit corporation (the "**Grantor**"), hereby grants to CITY OF MENIFEE, a California municipal corporation, that certain real property ("**Property**") located in the City of Menifee, County of Riverside, State of California, described in the legal description attached hereto as Attachment No. 1 and incorporated herein by this reference, subject to all matters of record.

"Grantor"

CANYON HEIGHTS ASSOCIATION, a
nonprofit mutual benefit corporation

By: _____

By: _____

State of California)
County of Riverside)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

State of California)
County of Riverside)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

(GOVERNMENT CODE SECTION 27281)

ATTACHMENT NO. 1
[Attachment begins on following page]

LEGAL DESCRIPTION OF PROPERTY

PARCEL "A"

BEING PORTIONS OF LOT 160 (PARK SITE) AND LOT 161 (WETLAND FACILITIES) BOTH OF TRACT NO. 30330-1, AS SHOWN ON MAP BOOK 361 OF TRACT MAPS, PAGES 30 THROUGH 41 INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING IN SECTIONS 25 AND 36, TOWNSHIP 5 SOUTH, RANGE 4 WEST, S.B. M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 89°31'25" EAST, ALONG SAID NORTH LINE OF SAID LOT 160 AND THE SOUTHERLY RIGHT OF WAY LINE OF NEWPORT DRIVE (20.00 FOOT FULL WIDTH) AS SHOWN ON SAID RECORD OF SURVEY, A DISTANCE OF 1261.52 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID TRACT NO. 30330-1;

THENCE ALONG THE EAST LINE OF SAID LOT 160 THE FOLLOWING FOUR (4) COURSES:

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 - 2) NORTH 89°30'14" EAST, A DISTANCE OF 500.30 FEET TO AN ANGLE POINT ON SAID EAST LINE;
 - 3) SOUTH 00°17'06" WEST, A DISTANCE OF 447.76 FEET TO AN ANGLE POINT ON SAID EAST LINE;
 - 4) SOUTH 35°30'49" EAST, A DISTANCE OF 13.16 FEET TO A POINT ON SAID EAST LINE;
- THENCE** SOUTH 85°25'25" WEST, LEAVING SAID EAST LINE, A DISTANCE OF 50.96 FEET;
- THENCE** SOUTH 75°04'48" WEST, A DISTANCE OF 9.61 FEET;
- THENCE** NORTH 43°40'41" WEST, A DISTANCE OF 6.12 FEET;
- THENCE** NORTH 89°43'34" WEST, A DISTANCE OF 16.61 FEET;
- THENCE** SOUTH 41°55'20" WEST, A DISTANCE OF 7.17 FEET;
- THENCE** NORTH 85°08'37" WEST, A DISTANCE OF 21.15 FEET;

THENCE SOUTH 89°53'31" WEST, A DISTANCE OF 52.40 FEET TO A POINT ON THE EAST LINE OF SAID LOT 161 SHOWN AS NORTH 00°00'03" EAST TO A NON-TANGENT CURVE CONCAVE NORTHERLY WITH A RADIUS OF 244.50 FEET AND A RADIAL BEARING OF NORTH 00°00'03" EAST;

CONTINUING PARCEL "A"

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°25'18", A DISTANCE OF 253.57 FEET TO A NON-TANGENT LINE AND A RADIAL BEARING OF SOUTH 59°25'21" WEST;

THENCE NORTH 30°56'38" WEST, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 168.55 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 144.39 FEET AND RADIAL BEARING OF SOUTH 62°27'45" WEST;

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3) NORTH 60°29'53" WEST, A DISTANCE OF 235.82 FEET TO A ANGLE POINT ON SAID NORTH LINE;

4) NORTH 89°59'57" WEST, A DISTANCE OF 160.44 FEET TO THE WEST LINE OF SAID LOT 160, SAID POINT BEING THE MOST WESTERLY SOUTHWEST CORNER OF LOT 160;

THENCE NORTH 00°05'52" WEST, ALONG THE WEST LINE OF SAID LOT 160, A DISTANCE OF 89.49 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 10.45 ACRES MORE OR LESS.

EXHIBIT C

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest in CANYON HEIGHTS ASSOCIATION, a nonprofit mutual benefit corporation ("Canyon Heights"), the undersigned hereby certifies the following on behalf of Canyon Heights:

1. Canyon Heights is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Canyon Heights' U.S. employer identification number is 20-0980919; and
3. Canyon Heights' office address is 27051 Towne Centre, Drive, Suite 200, Foothill Ranch, CA 92610.

Canyon Heights understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete. I further declare that I have authority to sign this document on behalf of Canyon Heights.

"Canyon Heights"

CANYON HEIGHTS ASSOCIATION, A
nonprofit mutual benefit corporation

Date: _____, 2025

By: _____

Date: _____, 2025

By: _____
