

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is entered into this _____ day of August, 2025 ("Effective Date"), between **KAGAN LIVING TRUST** ("Seller"), and **TOWN OF MAMMOTH LAKES**, a California municipal corporation, whose mailing address is P.O. Box 1609, Mammoth Lakes, California 93546 ("Buyer"). Seller and Buyer shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Seller owns the personal property located at Mammoth Yosemite Airport ("Airport") known as Town Hangar A5 and bearing Mono County APN 860-000-180-000 ("Hangar"). The Hangar is depicted in the Site Plan attached as Exhibit A.

B. Buyer is the owner and operator of the Airport, and the Hangar is located on Airport property pursuant to the ground lease attached as Exhibit B ("Ground Lease").

C. Buyer and Seller wish to provide for the sale of the Hangar to Buyer and the assignment of the Ground Lease to Buyer on the terms set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, Seller and Buyer agree as follows:

Section 1. Purchase and Sale of Hangar. Seller agrees to sell the Hangar to Buyer, and Buyer agrees to purchase the Hangar from Seller, on the terms and conditions of this Agreement.

Section 2. Purchase Price. The purchase price ("Purchase Price") for the Hangar shall be \$203,000.

Section 3. Seller's Conditions Precedent to Closing. Seller's obligation to sell the Hangar to Buyer pursuant to this Agreement shall be conditioned upon and subject to the conditions precedent set forth below, each of which is for Seller's sole benefit and may only be waived by Seller in writing, except as set forth below:

(a) Performance by Buyer. Buyer shall have performed in all material respects its obligations under this Agreement on or before the Closing Date, to the extent such obligations are required to have been performed on or before the Closing Date.

(b) Deposit of Purchase Price. Buyer shall have deposited the entirety of the Purchase Price with Escrow, as that term is defined in Section 5 herein and as more particularly set forth in Section 5.

Section 4. Buyer's Conditions Precedent to Closing. Buyer's obligation to purchase the Hangar from Seller shall be conditioned upon and subject to the conditions precedent set forth below, each of which is for Buyer's sole benefit and may only be waived by Buyer in writing:

(a) No Encumbrances. Seller shall have terminated all contracts for repairs or maintenance of the Hangar, and no third party shall have any claims against the Hangar or contractual rights regarding the Hangar. Seller warrants and represents that it has the right to terminate such contracts pursuant to the terms thereof and that no third party has any rights with respect to the hangar, including without limitation the right to lease, use, occupy, or purchase the Hangar. Seller shall indemnify and hold harmless Buyer against and from any and all claims arising out of such termination and/or the performance of such contracts prior to their termination, and against any claims asserted by a third party pertaining to that party's claimed rights regarding the Hangar.

(b) Performance by Seller. Seller shall have performed in all material respects its obligations under this Agreement on or before the Closing Date, to the extent such obligations are required to have been performed on or before the Closing Date.

Section 5. Closing.

(a) Escrow. Upon execution of this Agreement, the Parties shall instruct their agent to open escrow with Inyo-Mono Title ("Escrow") for this transaction. The Parties acknowledge that this Agreement shall be provided to Escrow and shall constitute joint escrow instructions. To the extent that Escrow requires additional joint escrow instructions, the Parties shall work in good faith to provide such instructions. Either Party may also provide Party-specific escrow instructions to Escrow, provided that no such instructions conflict with any term of this Agreement.

(b) Closing; Closing Date. The closing of the transactions contemplated by this Agreement (the "Closing") shall occur as soon as possible after August 6th, 2025.

(c) Funds to be Delivered by Buyer. On or before the Closing Date, Buyer shall deliver to Escrow immediately available funds in the amount equal to the sum of: (i) the Purchase Price, plus (ii) any costs or prorations chargeable to Buyer under this Agreement.

(d) Documents to be Delivered by Seller. On or before the Closing Date, Seller shall deliver to Buyer: (i) an original bill of sale in a form satisfactory to Buyer, conveying title to the Hangar to Buyer ("Bill of Sale"); and (ii) an assignment of the Ground Lease to Buyer, in a form acceptable to Buyer. The Hangar shall be conveyed free of any liens, encumbrances, or secured obligations, except for non-delinquent real property taxes and assessments.

(e) Closing Prorations and Fees. Real property taxes and assessments on the Hangar shall be prorated as of the Closing (on the basis of actual days elapsed and a 365-day year) based upon the latest available bills. Buyer and Seller shall each pay all attorneys' fees and costs they have respectively incurred in connection with the negotiation, execution, delivery and performance of this Agreement. Buyer and Seller shall each be responsible for one-half of the escrow fees charged by Escrow. Buyer shall pay (i) all recording fees (unless this transaction is determined to be exempt by the Mono County Recorder); and (ii) the premium for any title insurance coverage

obtained by Buyer. This Section 5(d) shall survive the Closing. Seller shall pay (i) the documentary transfer tax (unless this transaction is determined to be exempt from such tax by the Mono County Recorder); and (ii) fees charged by Escrow for preparing the Bill of Sale.

(f) Events Subsequent to Closing. The Parties shall jointly direct Escrow to record the Bill of Sale upon the Closing.

Section 6. Condition of Hangar. Buyer and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of the Hangar and related matters as Buyer and its representatives may desire. Buyer acknowledges and agrees that the Hangar is to be accepted by Buyer in an "as is" condition with all faults. Buyer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the Parties with respect to its subject matter and the purchase and sale of the Hangar and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

Section 7. Default and Remedies.

(a) Seller's Remedies. If Buyer fails to complete the Closing as contemplated by this Agreement, or if Buyer defaults under the terms of this Agreement, and such default continues for more than 30 days following Seller's notice to Buyer of such default, then Seller shall have the right to exercise one of the following remedies (such decision to be in Seller's sole discretion): (i) Seller shall have the right to terminate this Agreement by giving written notice of such termination to Buyer, in which case neither Party shall have any further obligations or liabilities under this Agreement, except for any that expressly survive the expiration or termination of this Agreement; or (ii) Seller shall have the right to institute and prosecute an action to compel specific performance of this Agreement against Buyer.

(b) Buyer's Remedies. If the Closing fails to occur due to a default by Seller under this Agreement, and such default continues for more than 30 days following Buyer's notice to Seller of such default, then Buyer shall have the right to exercise one of the following remedies (such decision to be in Buyer's sole discretion): (i) Buyer shall have the right to terminate this Agreement by giving written notice of such termination to Seller, in which case, neither Party shall have any further obligations or liabilities under this Agreement, except for any that expressly survive the expiration or termination of this Agreement; or (ii) Buyer shall have the right to institute and prosecute an action to compel specific performance of this Agreement against Seller.

(c) No Other Remedies. Seller and Buyer acknowledge that their respective rights and remedies resulting from a default under this Agreement by the other Party shall be limited to those set forth in Section 7(a) and Section 7(b) above, and all other rights and remedies that may be available to Seller or Buyer at law or in equity are hereby waived; provided, however, that nothing herein shall limit a Party's remedies with respect to any obligations or liabilities of the other Party that survive the expiration or earlier termination of this Agreement. Without limiting the foregoing, neither Party shall be liable for any other remedies, including any claims for any other damages, including, without limitation, additional compensatory damages, special damages, consequential damages (including, without limitation, damages for lost profits, delay, changes in

market conditions, etc.) or punitive damages, based upon any breach or default under this Agreement or any other act, error or omission by a Party.

Section 8. Notices.

Any notices required or desired to be given under this Agreement shall be in writing and personally served, given by reputable private courier or delivery service, or given by mail or email. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the Party to receive at the following address or at such other address as the Party may from time to time direct in writing:

Seller: KAGAN LIVING TRUST
12307 Helena Drive
Los Angeles, CA 90049 Telephone:
Email:

With a copy to:

Buyer: TOWN OF MAMMOTH LAKES
Attn: Town Manager
P.O. Box 1609
Mammoth Lakes, CA 93546
Telephone: (760) 965-3601
Email: rpatterson@townofmammothlakes.ca.gov

Express delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three (3) days after deposit with the United States Postal Service, certified or registered, return receipt requested. Email notices actually received by a Party shall be deemed to be given upon receipt.

Section 9. Waiver of Breach. A waiver by either Party of a breach by the other Party of any covenant or condition of this Agreement shall not impair the right of the Party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either Party to insist upon strict performance of any term, covenant or condition of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of any such term, covenant, condition or right.

Section 10. Time of the Essence. Time is of the essence of this Agreement.

Section 11. Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of California. The venue for any action to interpret or enforce this Agreement shall be the Mono County Superior Court.

Section 12. Broker Representation and Compensation. The Parties acknowledge that they have each been represented by Pat Foster of Northfield Properties, Inc. ("Broker") in connection

with the negotiations leading to this Agreement. Seller shall be solely responsible for compensating Broker for such representation, under the terms of the agreement between Seller and Broker, to which Buyer is not a party.

Section 13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns.

Section 14. Severability. In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction under applicable law, the remaining portions shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to affect the intent of the Parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

Section 15. Drafting. The Parties agree that this Agreement is the product of joint draftsmanship and negotiation, and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous, and/or unintelligible, that the same sentences, phrases, clauses or other wordage or language of any kind shall not be construed against the drafting Party. As used in this Agreement, “including” or “such as” means “including without limitation” or “such as without limitation”.

Section 16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by electronic means) as against the Party signing such counterpart, and all of which together shall constitute one and the same instrument. An electronic or DocuSign signature to this Agreement shall have the same force and effect, for all purposes, as the original signature.

Section 17. Entire Agreement. It is understood and agreed that all prior understandings and agreements, whether written or oral, between the Parties are merged into this Agreement, which alone fully and completely expresses their agreement, that neither Party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both Parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate as of the Effective Date first herein written.

Seller:

KAGAN LIVING TRUST

By: _____

Printed Name: _____

Title: _____

BUYER:

TOWN OF MAMMOTH LAKES,
a California municipal corporation

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

Site Plan Depicting Hangar



EXHIBIT B

Ground Lease

(Attached)