

Attachment C  
Existing Lien Agreement

Recording Requested By:  
First American Title Company  
Homebuilder Services Division



Electronically  
Recorded in Official Records  
San Bernardino County  
Bob Dutton  
Assessor-Recorder-County Clerk

DOC# 2021-0570186

Recording Requested By:  
The City of Victorville

12/22/2021  
08:08 AM  
SAN

Titles: 1 Pages: 32

When Recorded Please Return to:

City of Victorville  
14343 Civic Drive  
P O Box 5001  
Victorville, CA 92393-5001

B9246

Fees	\$0.00
Taxes	\$0.00
CA SB2 Fee	\$0.00
Total	\$0.00

APNs: 3136-461-01 and 3136-451-01; 3136-381-04 to 06; 3136-381-13, 18 and 19; and 3064-411-08 to 10

SPACE ABOVE FOR RECORDER'S USE  
RECORDING OF THIS DOCUMENT IS FEE-EXEMPT  
GOVERNMENT CODE SECTIONS 6103, 27383, AND 27388.1(2)(D)

6325997

### LIEN AGREEMENT

As Subdivision Improvement Security for  
Master Tract No. 17584; Overlying Tract Map Nos. 17585, 17586, 17587, 17588; and  
Tract Map Nos. 17582 and 17583)

ESUB NOS.: (ESUB21-00007; ESUB21-00008; ESUB21-00010; ESUB21-00007; ESUB21-00011;  
ESUB21-00005; ESUB21-00006)

THIS LIEN AGREEMENT ("**Lien Agreement**") is entered into this 16<sup>th</sup> day of November, 2021, by and among the City of Victorville, a municipal corporation and California charter city, hereinafter called "**CITY**" and JOSHUA TREE FUND 589 VIC LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 76.65% INTEREST, AND MASOUD ARAMI, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 11.675% INTEREST AND MAJID KAMALIPOUR, A SINGLE MAN AS TO AN UNDIVIDED 11.675 % INTEREST AS TENANTS IN COMMON, hereinafter called "**OWNER**". CITY and OWNER are sometimes collectively referred to hereinafter as the "**PARTIES**," and individually as a "**PARTY**".

### RECITALS

A. OWNER is the record fee owner of that certain real property situated in the City of Victorville, County of San Bernardino, State of California, as more particularly described in the attached Exhibit A (hereinafter the "**Property**").

B. OWNER has applied to CITY for approval of the following final subdivision maps for the Property: Tract Map No. 17584 (hereinafter the "**Master Map**"); Tract Map Nos. 17585, 17586, 17587 and 17588 (hereinafter collectively the "**Overlying Maps**"); and Tract Map Nos. 17582 and 17583 (all of such Tract Maps collectively referred to hereinafter as the "**Maps**"), pursuant to the Subdivision Map Act, Gov. Code Section 66410 et seq., (the "**Map Act**"), and the ordinances and regulations of the City relating to the filing, approval, and recordation of subdivision maps and other City subdivision

regulations, including without limitation, Title 17 and the applicable provisions of Title 16 of the Victorville Municipal Code (hereinafter the "VMC").

C. OWNER is required to enter into a secured agreement with the CITY known as a Subdivision Improvement Agreement (hereinafter the "SIA") to perform certain acts and construct certain improvements as a condition of CITY's approval of said Maps.

D. OWNER is further required by said SIA, Chapter 17.64 of VMC Title 17, and Sections 66462 and 66499 of the Map Act to provide security satisfactory to the CITY to secure OWNER's obligations under said SIA.

E. Map Act Section 66499(a)(4) empowers the CITY to adopt an ordinance to allow the use of lien agreements to secure subdivision agreements based upon the CITY finding that it would not be in the public interest to require the installation of the required improvements sooner than two (2) years after the recordation of a map.

F. Pursuant to Section 17.64.065 of VMC Title 17, CITY is authorized to accept a lien agreement recorded against the Property as security for the SIA based upon and subject to all the conditions, requirements, and restrictions contained therein.

G. The City Council of the CITY has found and determined that it would not be in the public interest to require the installation of the improvements required by the SIA sooner than two (2) years after the recordation of the Maps.

H. As installation of the improvements associated with the Maps are not expected to commence for several years, OWNER wishes to utilize a lien agreement as security for the SIA required to be executed prior to the City Council providing approval to record the Maps.

I. Pursuant to the Conditions of Approval, as that phrase is defined in the SIA for the Maps to which this Lien Agreement is attached, OWNER is required to submit, prior to recordation thereof, improvement plans to CITY for a park and associated landscaping improvements to be installed and constructed by OWNER.

J. The Master Map is a master tract map, which includes all of the land being subdivided by the Overlying Maps. Said Master Map, which shall be recorded prior to the Overlying Maps, is also an underlying preceding map (involving individual final subdivision maps conditioned to require installation or construction of required improvements in conjunction with said underlying preceding map for which required improvements remain outstanding). Upon recordation, and to ensure that the public improvements required by the Master Map can be completed prior to or simultaneously with the development/construction of each of the tracts created by the Overlying Maps and Tract Map Nos. 17582 and 17583, or in such sequence as is mandated by the Conditions of Approval, the Master Map shall be deemed by the Parties to be an underlying preceding map for which a Lien Agreement may only be used as security in accordance with the provisions of VMC Sections 17.64.065(i) and (m).

K. With respect to all the Property that is subject to this Lien Agreement, OWNER is required to provide for the establishment of, or annexation of the Property to, a maintenance assessment district, or comparable means, to provide for the operation and maintenance of storm drains, drainage conveyance facilities, detention basins, and related drainage facilities (collectively referred to hereinafter as the "**Drainage Improvement Facilities**") prior to OWNER's commencing construction of same, as set forth in the SIA and the Conditions of Approval for the Maps.

L. OWNER warrants that OWNER has fee title interest to all of the Property identified on the Maps (including any individual lots) and has not sold any of the individual lots on the Property to be divided as identified on said Maps.

M. OWNER has not commenced to install or construct any of the improvements required by the SIA, and has not been issued any construction permits, including without limitation, grading or building permits, on any of the Property as identified on the Maps.

N. OWNER has provided a title insurance policy and current title report from a title company approved by the CITY and issued within the 45 days prior to the execution of this Lien Agreement documenting that the OWNER is the record owner of the entire Property encompassed by the Maps, and the Property is not encumbered by any mortgages, deeds of trust, or liens.

O. OWNER represents and CITY has confirmed that OWNER has paid all outstanding fees pursuant to Chapter 17.12 of the VMC and has a deposit-based fee account in good standing with the CITY.

**NOW, THEREFORE**, incorporating the above recitals, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES hereto mutually agree as follows:

**I. OWNER's Performance and Obligations:**

A. OWNER hereby grants to CITY, in accordance with the terms and conditions of this Lien Agreement, a lien upon the Property described in Exhibit A, as security for all of the following obligations of OWNER:

(1) Construction of the "**Required Improvements**" as defined and specified in the SIA being executed concurrently herewith by OWNER pursuant to VMC Sections 17.64.050 and/or 16-4.08.060, the total estimated costs of which equal **THIRTY-FOUR MILLION NINE HUNDRED EIGHTY-FOUR THOUSAND SIX HUNDRED NINETY-EIGHT AND 25/100 Dollars (\$ 34,984,698.25)** as specified in the approved Engineer's Cost Estimate, a summary of which is attached hereto as Exhibit B. The full Engineer's Cost Estimate documentation is on file with the office of the City Engineer of the City of Victorville (the "**City Engineer**"). Notwithstanding the total estimated costs of the Required

Improvements specified in Exhibit B, OWNER acknowledges and agrees that its obligation under this Lien Agreement and the SIA shall extend to the actual cost of construction/installation of the Required Improvements pursuant to the SIA and the Conditions of Approval referenced therein, notwithstanding that such costs may exceed the estimate set forth in said Exhibit B.

(2) Submission to CITY's Development Department for review and approval improvement plans for the park to be constructed on Lot "C", as depicted on the Park Site conceptual Plan attached as Exhibit C hereto (the "**Park Improvement Plans**"), on or before the Commencement Date of the SIA, as such may be extended from time-to-time pursuant to Section 5 of said SIA. Among other things, CITY's approval of the Park Improvement Plans shall be a condition precedent to the release of this Lien Agreement.

a. The improvements to be made in said park consist of the construction of said park, as well as the provision and installation of the amenities and facilities therein, including without limitation: playground equipment, restrooms, landscaping, irrigation, parking lots, lighting, picnic/BBQ facilities, sidewalks, and other improvements commonly found in parks of this nature in the City (the "**Park Improvements**") to be installed and thereafter maintained by Vista Del Valle Maintenance Assessment District No. 2, of which the Property covered by the Maps is currently a part.

b. As OWNER has requested that submission to CITY of the Park Improvement Plans be delayed until after the Maps have recorded, OWNER has provided certain estimates of the cost of constructing said Park Improvements in Exhibit B, with the understanding that OWNER's obligation extends to the actual costs of constructing the Park Improvements in accordance with the Park Improvement Plans as submitted by OWNER and subsequently approved by CITY as set forth above.

(3) Submission to CITY's Development Department for review and approval improvement plans for the landscaping amenities to be installed on Lot "B" and Lots "D" through "L" and thereafter maintained by Vista Del Valle Maintenance Assessment District No. 2 of which the Property covered by the Maps is currently a part (the "**Landscaping Improvement Plans**") on or before the Commencement Date of the SIA, as such may be extended from time-to-time pursuant to Section 5 of said SIA. Among other things, CITY's approval of the Landscaping Improvement Plans shall be a condition precedent to the release of this Lien Agreement.

a. The landscaping amenities shall be as specified in the Conditions of Approval, including without limitation, planting and installation of irrigation systems and related facilities in accordance with the City Landscaping Standards.

b. As OWNER has requested that submission to CITY of the Landscaping Improvement Plans be delayed until after Maps have recorded, OWNER has provided certain estimates of the cost of constructing the landscaping amenities in Exhibit B, with the understanding that OWNER's obligation extends to the actual costs of constructing the landscaping amenities in accordance with the Landscaping Improvement Plans as submitted by OWNER and subsequently approved by CITY as set forth above.

(4) Completion of proceedings for annexation of the entire Property encompassed by the Maps to the City of Victorville Drainage Facilities Assessment District 1 ("DFAD 1"), or establishment of a comparable means of maintaining and operating the Drainage Improvement Facilities following their construction, pursuant to the Conditions of Approval for the Maps and referenced in the SIA. Completion of the aforementioned proceedings is a condition precedent to any release of this Lien Agreement.

(5) Payment of any fees, including fees for improvements, services, or applications described in VMC Title 17 (collectively, "Fees"), in the amount required in accordance with the VMC.

B. For so long as the Property remains subject to this Lien Agreement, OWNER shall not:

(1) request issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property;

(2) transfer, sell, or permit the transfer or sale of any lot shown on the Maps, or any of the individual final tract maps which make up the Property, except as specified in the provisions of Section III.B, hereof; or

(3) commence work on any portion of the Required Improvements except as necessary to correct or prevent threats to the public health, safety or general welfare and with the prior written consent or order of the CITY.

C. At the time OWNER executes this Lien Agreement, OWNER shall post with the CITY a cash deposit in the amount of Twelve Thousand Dollars (\$12,000) per tract map to be recorded, regardless of whether the Property is to be subdivided by a single tract map or by multiple tract map recordings through phasing, for the purpose of reverting the Property to acreage if OWNER breaches or is in default of the terms of this Lien Agreement, and to be used by CITY to reimburse CITY for any costs which CITY may incur in processing such reversion to acreage map initiated pursuant to this Lien Agreement as required for properties where none of the Required Improvements have been constructed. If there are no outstanding fees, any unused portion of such deposit shall be refunded to OWNER following completion of such reversion.

D. Prior to obtaining any construction permits, including but not limited to grading, construction excavation or water permits, or commencing the installation and construction of any portion of the Required Improvements under the SIA, OWNER shall:

(1) substitute other forms of security satisfactory to CITY in place of this Lien Agreement, in the amounts and for the purposes set forth in the SIA and Section 17.64.060 of the VMC, except that the amounts shall be calculated using the estimated cost of the Required Improvements at the time of substitution, as ascertained by the City Engineer; and

(2) deposit fees for inspections, tests, and other related purposes.

E. OWNER shall substitute acceptable security for this Lien Agreement (in the types and amounts specified in VMC Sections 17.64.060(a) and (b) and approved by the City Council) and commence to construct all Required Improvements imposed as Conditions of Approval on the Maps as specified in the SIA within six (6) years following the date of recordation of the Maps. Upon request of the OWNER and upon approval by the City Engineer or his/her designee, the time for delivery of acceptable replacement and commencement of construction may be extended once for an additional period not to exceed (4) four years, provided all the provisions of VMC Section 17.64.065(h) are met. Assuming such extension is approved, the total amount of time a Lien Agreement may be used as security for the Property is ten (10) years.

F. Once this Lien Agreement has been replaced with acceptable security, in the types and amounts specified in VMC Sections 17.64.060(a) and (b) and approved by the City Council, substitution of a lien agreement for said security shall not be permitted.

G. OWNER agrees to appear in and defend any action or proceeding purporting to affect the CITY's lien upon the Property or the rights or powers of the CITY with respect to the Property; and also, if at any time the CITY is a party to or appears in any such action or proceeding, or in any action or proceeding to enforce any obligation hereby secured, to pay all costs and expenses paid or incurred by the CITY in connection therewith, including, but not limited to, cost of evidence of title and reasonable attorneys' fees. OWNER further agrees that upon entry of any judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

H. OWNER agrees to indemnify, and hold harmless, the CITY, its officers, employees and agents from any liability whatsoever based or asserted upon any act or omission of OWNER, its officers, employees and agents relating to or in any way connected with the obligations arising under this Lien Agreement. As part of the foregoing indemnity, OWNER agrees to protect and defend at its own expense, including attorneys' fees, the CITY, its officers, employees, and agents in any legal action based upon such alleged acts or omissions.

I. OWNER agrees to pay when due any and all taxes and assessments affecting the Property, and all encumbrances, charges and liens, with interest, on the

Property or any part thereof, which appear to be prior or superior to the lien created by this Lien Agreement.

J. OWNER agrees at its sole cost and expense, to maintain and keep the Property in good condition and repair, including but not limited to maintaining storm water facilities, erosion control and fire prevention maintenance activities on the Property; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property; not to commit or permit any waste thereof or any act upon the Property in violation of the law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

K. OWNER agrees that the choice of remedy or remedies for OWNER's default or breach of this Lien Agreement shall be in the sole discretion of the CITY.

L. OWNER acknowledges and agrees that once recorded and until such time as all of the Required Improvements are completed, the Master Map will be deemed an underlying preceding map under VMC Section 17.64.065(m) for which required improvements remain outstanding. Because this Lien Agreement is providing security for an SIA associated with an underlying preceding Master Map, Owner is required by City to consolidate all the Overlying Tracts, Tract Map Nos. 17582 and 17583, and the Master Map on a single SIA secured by a single lien agreement to ensure completion of the Required Improvements in accordance with VMC Section 17.64.065(m) and the Conditions of Approval.

## **II. CITY's Performance and Obligations:**

A. Upon delivery by OWNER and acceptance by the City Council of one or more of the securities (as specified in Section 17.64.060 of the VMC and Section 10 of the SIA) in replacement of this Lien Agreement, and upon OWNER's request, the CITY shall release the Property from the provisions of this Lien Agreement and shall execute any necessary release in a form as required by law to enable the OWNER or its transferee, if any, to clear the record of title of the Property so release of the lien created by this Lien Agreement is achieved.

B. Upon delivery by OWNER and acceptance by the City Council of one or more of the securities (as specified in Section 17.64.060 of the VMC and Section 10 of the SIA) in replacement of this Lien Agreement, and upon OWNER's request, the CITY shall release all remaining amounts of the deposit paid pursuant to Section I.C hereof.

C. In no instance shall this Lien Agreement compel the CITY to construct the Required Improvements.

## **III. Effect of Lien Agreement.**

A. This Lien Agreement creates and constitutes a secured obligation in the form of a lien against the Property for the purposes of securing OWNER's performance



of this Lien Agreement and the SIA recorded concurrently herewith. From the date of recordation of this Lien Agreement, a lien shall attach to the entire Property which shall have the priority of a judgment lien in an amount necessary to discharge all obligations contained in the SIA, this Lien Agreement and any Fees. The CITY shall under no circumstances be obligated to subordinate the lien, but may do so in its sole and absolute discretion in a manner provided by law.

B. Pursuant to VMC Section 17.64.065(m), fee title to the entire Property encumbered by this Lien Agreement (regardless of the number of individual recorded maps) may only be sold by OWNER as a whole to a single purchaser to ensure that the public improvements required by the preceding underlying map can be completed prior to or simultaneously with the development/construction of each of the tracts created by the associated individual final maps, or in such sequence as is mandated by the Conditions of Approval. OWNER shall notify CITY in writing at least sixty (60) days in advance of any such proposed sale, and any such sale shall further be subject to the following requirements set forth in this Section:

(1) Prior to assuming title to the Property, any such proposed single purchaser must either:

a. Execute a new or replacement SIA in a form acceptable to CITY to assume the obligations of OWNER with respect to the Property encumbered by this Lien Agreement and deliver acceptable replacement security to the CITY (as set forth in VMC Section 17.64.065(g)) as a condition to development of the Property conveyed; or

b. Execute a new or replacement SIA in a form acceptable to CITY to assume the obligations of OWNER with respect to the Property encumbered by this Lien Agreement and execute a new lien agreement in a form acceptable to the CITY as security to replace this Lien Agreement, which will encumber the Property to be conveyed. The foregoing sentence notwithstanding, no new lien agreement may be used as security if the ten-year limit for which a lien agreement may be used as security for the Property has been reached, or if replacement security has already been provided as set forth in Section I.F of this Lien Agreement.

(2) Any proposed purchaser shall also comply with all other applicable provisions of VMC Chapter 17.64, including without limitation, the provisions of Section 17.64.065.

C. Notwithstanding any provisions of VMC Title 17 to the contrary, so long as this Lien Agreement is utilized for security as described herein, the CITY is not obligated to accept offers of dedication for street or drainage purposes on the Property.

#### **IV. Events of Default; Breach.**

Upon the occurrence of any one of the following events, OWNER shall be deemed in default hereunder if OWNER fails to cure such occurrence within thirty (30) days after receipt of written notice of default from the CITY; provided, however, that if such event is of such a nature that it cannot be cured within such thirty (30) day period, then OWNER shall not be in default if it commences a cure in good faith within such thirty (30) day period and thereafter diligently prosecutes the cure to completion:

A. Commencement of any work on any Required Improvements by OWNER, its agents or employees, prior to substitution of acceptable security with the CITY in place of this Lien Agreement, except as specifically authorized by CITY with prior authorization in writing or by order to correct or prevent threats to the public health, safety or general welfare;

B. Filing of any proceedings or action by or against OWNER to declare OWNER bankrupt or to appoint a receiver or trustee for OWNER or to reorganize OWNER or to make an assignment for the benefit of creditors or to do anything else of a similar nature or purpose under any state or federal bankruptcy or insolvency laws, if such proceedings or actions are not discharged within sixty (60) days;

C. Levy of any attachment or writ of execution against OWNER and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than OWNER and such attachment or execution is not released within sixty (60) days;

D. Sale of any lot shown on the Maps prior to release of the lien created by this Lien Agreement, except as provided in Section III.B hereof;

E. Request by OWNER of issuance by the Department of Real Estate of the Final Subdivision Public Report for the Property;

F. Allowing the Property to be maintained in manner that falls below the required maintenance satisfactory to the CITY or as required by Section I.J hereof;

G. The attachment of any other lien or judgment lien upon the Property;

H. Breach by OWNER of any other term or condition of this Lien Agreement or of the SIA, including without limitation, the provisions of Sections I.A and I.L hereof, or OWNER's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

#### **V. CITY's Remedies.**

A. Upon the occurrence of any of the events described in Section IV, above, CITY may declare a breach of this Lien Agreement if OWNER fails to cure or to diligently prosecute the cure to completion, and the CITY, at CITY's option, may exercise any one or more of the following remedies:

(1) Pursue any or all of the remedies provided in the SIA and all remedies available to it by law;

(2) Enforce this lien by appropriate action in court or as provided by law and in the event the enforcement is by action in court, the OWNER agrees that the amount of said lien shall include reasonable attorneys' fees which shall be taxed as a cost in any suit for such enforcement;

(3) Estimate the cost of the work required to complete the Required Improvements, and all Fees, and foreclose said lien in said amount;

(4) Rescind the approval of any and all entitlements, permits or licenses associated with the Maps;

(5) Initiate proceedings for reversion of the Property to acreage, at the expense of OWNER, in accordance with the provisions of the Map Act and Chapter 17.92 of the VMC;

(6) Pursue any other remedy, legal or equitable, for the foreclosure of a lien. OWNER, its heirs and assigns, shall pay reasonable attorneys' fees to be taxed as a cost in said proceedings.

B. The failure of the CITY to take an enforcement action with respect to a default, or to declare a default or breach, shall not constitute a waiver of that default or breach, or any subsequent default or breach of OWNER.

## **VI. General Provisions.**

A. Recordation. This Lien Agreement shall be recorded, concurrently with the SIA, by the CITY in the office of the County Recorder of San Bernardino County immediately following execution of this Lien Agreement and shall be indexed by the names of all record title owners of the Property as specified on the Maps.

B. Contingency. This Lien Agreement shall not take effect until both it and the SIA have been approved by the City Council of the CITY and have been recorded against the Property.

C. Final Integrated Agreement. This Lien Agreement, together with all exhibits, the SIA, and the Maps expressly referred to herein, is intended to be the final expression of understanding between the Parties and supersedes any and all prior restrictions, promises, representations, warranties, agreements, understandings and undertakings between the Parties with respect to the within subject matter. No other statement or representation, written or oral, express or implied, has been received or relied upon entering into this Lien Agreement. All prior discussions, statements and negotiations shall be deemed merged into this Lien Agreement and the SIA which it secures.

D. Further Assurances. The PARTIES agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably

required in order to carry out the provisions of this Lien Agreement and the intentions of the PARTIES.

E. Governing Law. This Lien Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California. The PARTIES agree that all actions or proceedings arising in connection with this Lien Agreement shall be tried and litigated only in the state courts located in the County of San Bernardino, State of California, or federal courts located in the Central District of California.

F. Headings. The captions and Section headings used in this Lien Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

G. Modification, Waiver and Amendment. No breach of this Lien Agreement or of any provision herein may be waived except by an express written waiver executed by the PARTY waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach or provision of this Lien Agreement. This Lien Agreement may be amended, altered, modified or otherwise changed only by a writing duly executed by the PARTIES hereto or their authorized representatives. No modification, waiver, amendment or discharge of this Lien Agreement shall be valid unless the same is in writing and signed by all PARTIES.

H. No Other Inducement. The making, execution and delivery of this Lien Agreement by the PARTIES hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

I. Severability. If any term, provision, covenant or condition of this Lien Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Lien Agreement shall be valid and enforceable to the fullest extent permitted by law.

J. Successors and Assigns. This Lien Agreement shall run with the land and inure to the benefit of and bind all PARTIES hereto, their heirs, devisees, administrators, executors, successors and assigns.

K. Attorney Fees. In the event any action at law or in equity is brought to enforce the terms of this Lien Agreement, the prevailing PARTY shall be entitled to litigation costs and reasonable attorney fees.

L. OWNER not Agent of CITY. Neither OWNER nor any of OWNER's officers, directors, agents, employees, contractors, or successors in interest are or shall be considered to be agents of the CITY in connection with the performance of any of the OWNER's obligations under this Lien Agreement.

M. Notice. All notices required by or provided under this Lien Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage

prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail.

Notice to CITY:      City of Victorville  
                                 Attention: City Engineer  
                                 14343 Civic Drive  
                                 Victorville, CA 92392

Notice to OWNER: Joshua Tree 589 LLC  
 c/o Jerry Kokoszka  
 410 Patti Ann Woods Drive  
 Henderson, Nevada 89002

With Copy to: City Attorney, City of Victorville  
 Green de Bortnowsky, LLP  
 30077 Agoura Court, Suite 210  
 Agoura Hills, CA 91301-2713  
 Attn: Andre de Bortnowsky

N. Counterparts. This Lien Agreement may be executed in counterparts, each of which shall be deemed as original but all of which shall constitute one and the same instrument.

O. Authority. Each person signing this Lien Agreement warrants that s/he is duly authorized to execute this Lien Agreement on behalf of and bind the PARTY each purports to represent.

P. Incorporation of Exhibits. The following exhibits are attached to this Lien Agreement and incorporated herein by this reference:

Exhibit A: Legal Description of Property  
Exhibit B: Engineer's Cost Estimate Summary  
Exhibit C: Park Site Conceptual Plan

**[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the PARTIES hereto have executed this Lien Agreement.

**OWNER:**

JOSHUA TREE FUND 589 VIC LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 76.65% INTEREST, AND MASOUD ARAMI, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 11.675% INTEREST AND MAJID KAMALIPOUR, A SINGLE MAN AS TO AN UNDIVIDED 11.675 % INTEREST AS TENANTS IN COMMON

JOSHUA TREE FUND 589 VIC LLC, A NEVADA LIMITED LIABILITY COMPANY

By: J Haughton  
 Print Name: Jessica Haughton  
 Print Title: Manager  
 Date: 11/16/2021

MASOUD ARAMI

Signed in Counterpart  
 Signature \_\_\_\_\_  
 Date: \_\_\_\_\_

MAJID KAMALIPOUR

Signed in Counterpart  
 Signature \_\_\_\_\_  
 Date: \_\_\_\_\_

(Notarization of Owner's Signature is required and must be attached)

**CITY:**

CITY OF VICTORVILLE

By: Debra Jones  
 Debra Jones, Mayor

(Notarization of Mayor's Signature is required and shall be attached)

**ATTEST:**

By: Jennifer Thompson  
 Jennifer Thompson, City Clerk

**APPROVED AS TO FORM:**

Andre de Bortnowsky  
 Andre de Bortnowsky, City Attorney

**APPROVED:**

City of Victorville Risk Manager

Lee Brown  
 Lee Brown

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Bernardino

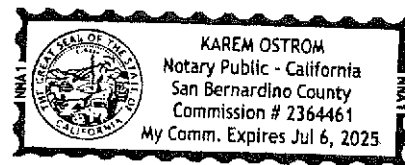
On December 14, 2021 before me, Karem Ostrom, Notary Public  
(insert name and title of the officer)

personally appeared Debra S. Jones  
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 Karem Ostrom (Seal)



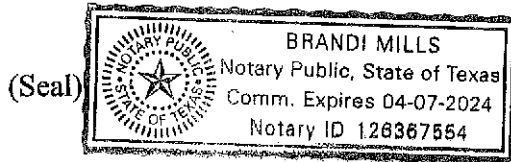


**CERTIFICATE OF ACKNOWLEDGMENT**

The State of Texas

County of ComalBefore me, Brandi Mills (insert the name and character of the officer),on this day personally appeared Jessica Haughton, known to me (or proved to me on the oath of \_\_\_\_\_ or through driver license

(description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of November, 2021.

Brandi Mills  
(Notary's Signature)  
Notary Public, State of Texas

IN WITNESS WHEREOF, the PARTIES hereto have executed this Lien Agreement.

**OWNER:**

JOSHUA TREE FUND 589 VIC LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 76.65% INTEREST, AND MASOUD ARAMI, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 11.675% INTEREST AND MAJID KAMALIPOUR, A SINGLE MAN AS TO AN UNDIVIDED 11.675 % INTEREST AS TENANTS IN COMMON

JOSHUA TREE FUND 589 VIC LLC, A NEVADA LIMITED LIABILITY COMPANY

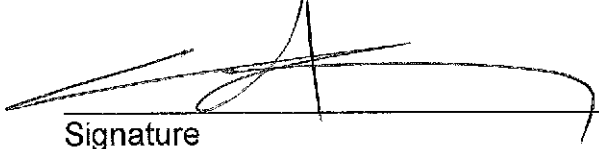
By: Signed in Counterpart

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

MASOUD ARAMI

  
Signature

Date: 11-19-21

MAJID KAMALIPOUR

Signed in Counterpart

Signature

Date: \_\_\_\_\_

**(Notarization of Owner's Signature is required and must be attached)**

**CITY:**

CITY OF VICTORVILLE

By: Signed in Counterpart

Debra Jones, Mayor

**(Notarization of Mayor's Signature is required and shall be attached)**

**ATTEST:**

By: Signed in Counterpart

Jennifer Thompson, City Clerk

**APPROVED AS TO FORM:**

Signed in Counterpart

Andre de Bortnowsky, City Attorney

**APPROVED:**

City of Victorville Risk Manager

Signed in Counterpart

Lee Brown

CERTIFICATE OF ACKNOWLEDGMENT

The State of Texas

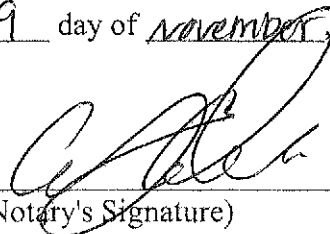
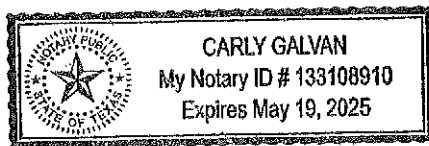
County of DallasBefore me, Carly Galvan (insert the name and character of the officer),on this day personally appeared Masoud Arami, known to me (orproved to me on the oath of \_\_\_\_\_ or through Texas drivers license

(description of identity card or other document) to be the person whose name is subscribed to

the foregoing instrument and acknowledged to me that he/she executed the same for the purposes

and consideration therein expressed.

(Seal)

Given under my hand and seal of office this 19 day of November, 2021.  
(Notary's Signature)

Notary Public, State of Texas

IN WITNESS WHEREOF, the PARTIES hereto have executed this Lien Agreement.

**OWNER:**

JOSHUA TREE FUND 589 VIC LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 76.65% INTEREST, AND MASOUD ARAMI, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 11.675% INTEREST AND MAJID KAMALIPOUR, A SINGLE MAN AS TO AN UNDIVIDED 11.675 % INTEREST AS TENANTS IN COMMON

JOSHUA TREE FUND 589 VIC LLC, A NEVADA LIMITED LIABILITY COMPANY

By: Signed in Counterpart

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

MASOUD ARAMI

Signed in Counterpart  
Signature

Date: \_\_\_\_\_

MAJID KAMALIPOUR

M. Kamali  
Signature

Date: 11/16/2021

**(Notarization of Owner's Signature is required and must be attached)**

**CITY:**

CITY OF VICTORVILLE

By: Signed in Counterpart  
Debra Jones, Mayor

**(Notarization of Mayor's Signature is required and shall be attached)**

**ATTEST:**

By: Signed in Counterpart  
Jennifer Thompson, City Clerk

**APPROVED AS TO FORM:**

Signed in Counterpart  
Andre de Bortnowsky, City Attorney

**APPROVED:**

City of Victorville Risk Manager

Signed in Counterpart  
Lee Brown

**TEXAS ORDINARY CERTIFICATE OF ACKNOWLEDGMENT**  
 Civil Practice & Remedies Code § 121.007

The State of Texas

County of Collin

Before me,

Ubaldo Estrada  
 Name and Character of Notarizing Officer,  
 e.g., "John Smith, Notary Public"

on this day personally appeared

Majid Kamali Pour  
 Name of Signer

☐ known to me

☐ proved to me on the oath of

\_\_\_\_\_  
 Name of Credible Witness

☒ proved to me through Texas

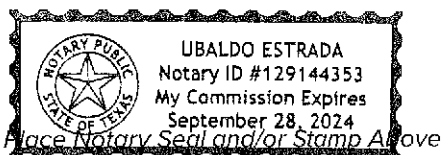
Driver License  
 Description of Identity Card or Document

to be the person whose name is subscribed to  
 the foregoing instrument and acknowledged  
 to me that he/she executed the same for the  
 purposes and consideration therein expressed.

Given under my hand and seal of office this

16 day of November, 2021  
 Day Month Year

Ubaldo Estrada  
 Signature of Notarizing Officer



**OPTIONAL**

Completing this information can deter alteration of the document or  
 fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Marriage Agreement

Document Date: 11-16-2021 Number of Pages: 14

Signer(s) Other Than Named Above: N/A

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**TRACT 17582**

PARCEL 1: (APN's: 3136-381-05-0-000 and 3136-381-06-0-000)

THE NORTH 1/5 OF THE SOUTH 1/2 AND THE SOUTH 1/5 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN.

PARCEL 2: (APN: 3136-381-13-0-000)

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3: (APN: 3136-381-04-0-000)

THE SOUTH 1/2 OF THE NORTH 4/5TH OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

**TRACT 17583**

PARCEL 1: (3064-411-08-0-000)

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 2: (3064-411-09-0-000)

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN. EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF CALIFORNIA, BY DOCUMENT RECORDED JULY 16, 1968 AS INSTRUMENT NO. 1968-13, IN BOOK 7059, PAGE 811 OF OFFICIAL RECORDS.

PARCEL 3: (3064-411-10-0-000)

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 25, 1969 IN BOOK 7274, PAGE 84 OF OFFICIAL RECORDS.

PARCEL 4: (3136-381-18-0-000)

THE EAST 132 FEET OF THE WEST 528 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 5: (3136-381-19-0-000)

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPTING THEREFROM THE WEST 528 FEET THEREOF.

**TRACT 17584**

PARCEL 1: (APN: 3136-461-01-0-000)

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 2: (APN: 3136-451-01-0-000)

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.



EXHIBIT B

ENGINEER'S COST ESTIMATE SUMMARY

**Exhibit B Vista del Valle Engineer's Cost Estimate Summary**

Improvement	TR 17582	TR 17583	TR 17584 (Master Tract)	TR 17585	TR 17586	TR 17587	TR 17588
Street	\$1,175,564.77	\$669,382.74	\$4,369,583.14	\$1,567,225.42	\$4,643,931.12	\$1,348,291.48	\$4,693,015.35
Sewer	\$410,591.50	\$747,378.50	\$1,600,340.50	\$671,143.00	\$820,407.50	\$788,628.50	\$978,598.50
Water	\$337,172.00	\$208,252.00	\$1,649,364.20	\$485,320.00	\$570,559.00	\$522,417.50	\$680,614.00
Drainage	-	-	\$2,690,387.45	-	\$261,674.58	-	\$3,300.00
Monumentation	\$43,219.00	\$39,583.50	\$111,617.00	\$81,950.00	\$92,466.00	\$70,207.50	\$88,302.50
Landscaping/Park	\$47,736.00	\$92,376.00	\$2,434,098.00	-	-	-	-
Totals	\$2,014,283.27	\$1,756,972.74	\$12,845,390.29	\$2,805,638.42	\$6,389,038.20	\$2,729,544.98	\$6,443,830.35

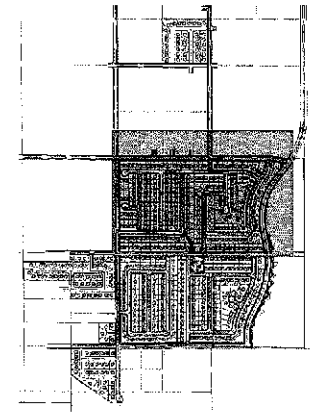
<b>Grand Total:</b>	<b>\$34,984,698.25</b>
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EXHIBIT C

PARK SITE CONCEPTUAL PLAN



SEE SHEET 2



PROJECT KEYMAP

NTS

# VISTA DEL VALLE - CONCEPTUAL LANDSCAPE PLAN

CITY OF VICTORVILLE, CA

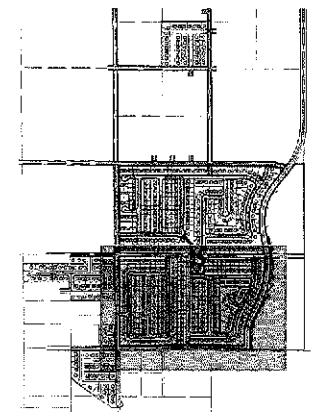
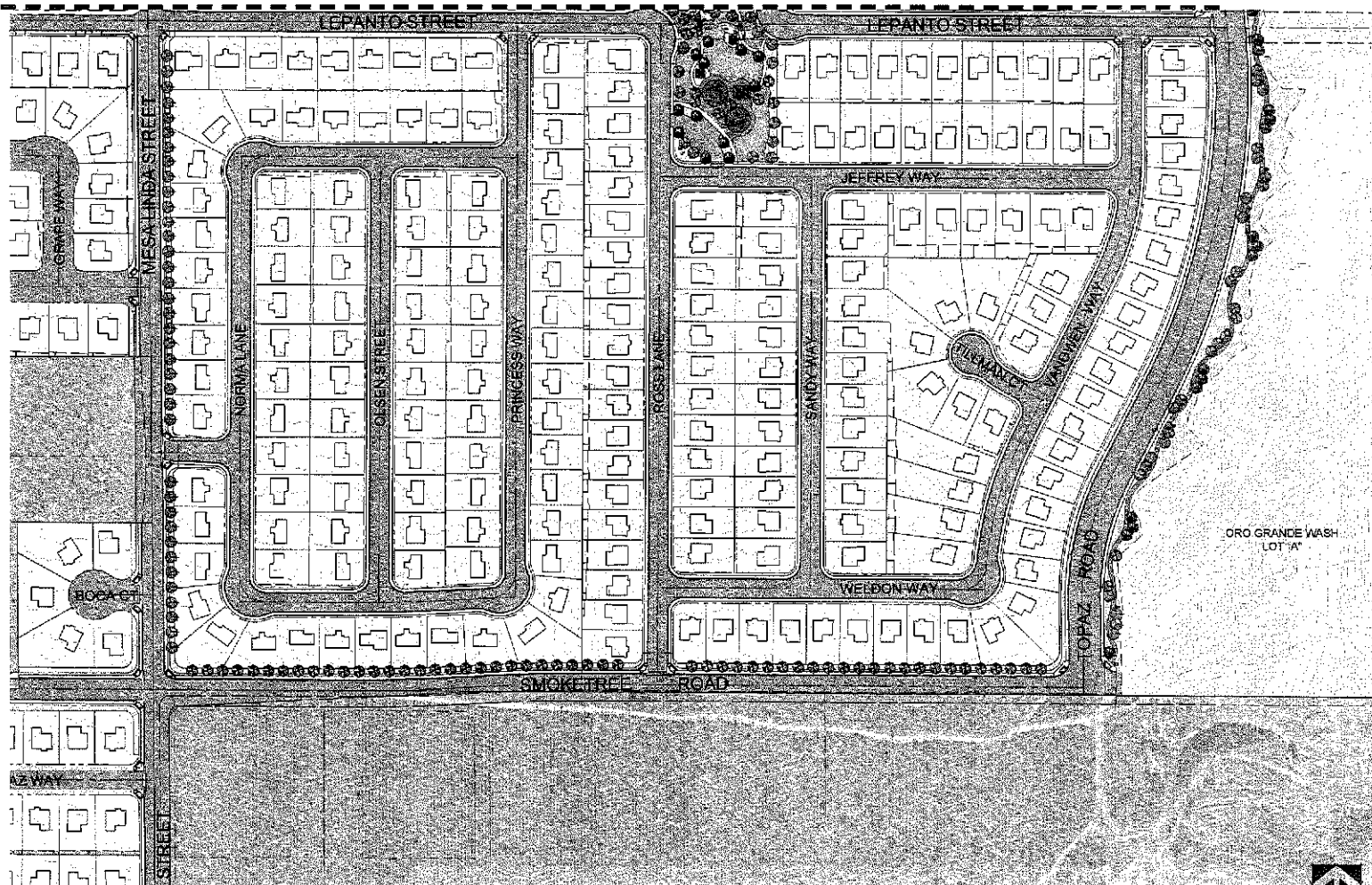
Sheet 1 of 6

November 2020



**DAVID EVANS  
AND ASSOCIATES INC.**  
14297 Cajon Avenue Suite 101  
Victorville California 92392-2335  
Phone: 760.524.9110

SEE SHEET 1



PROJECT KEYMAP

NTS

# VISTA DEL VALLE - CONCEPTUAL LANDSCAPE PLAN

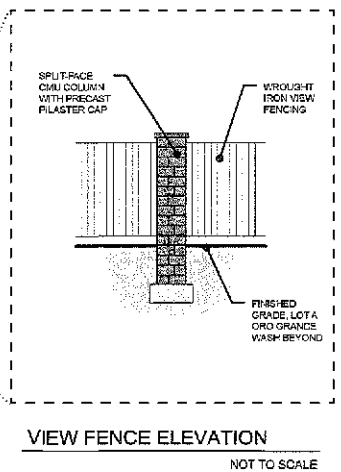
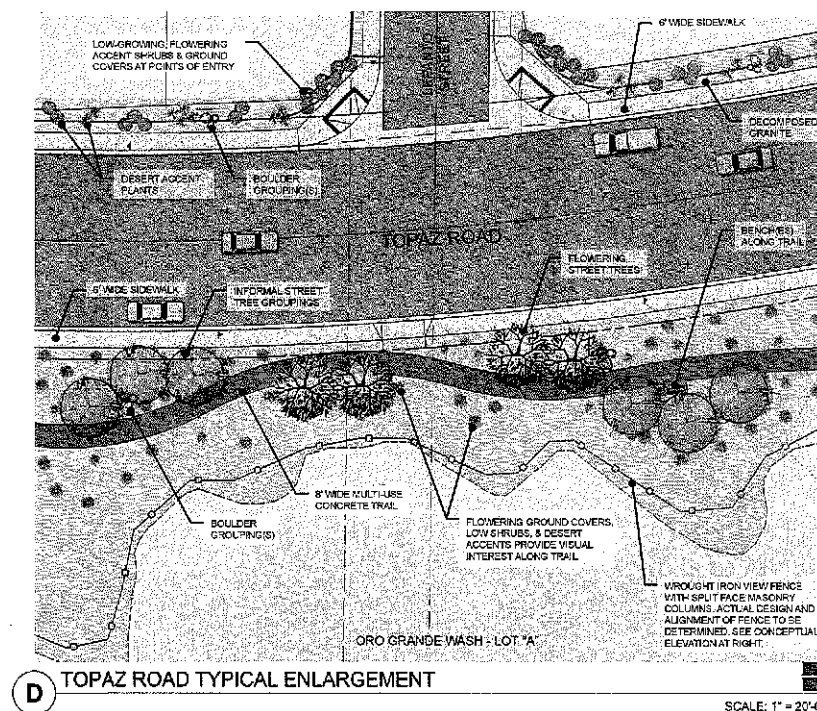
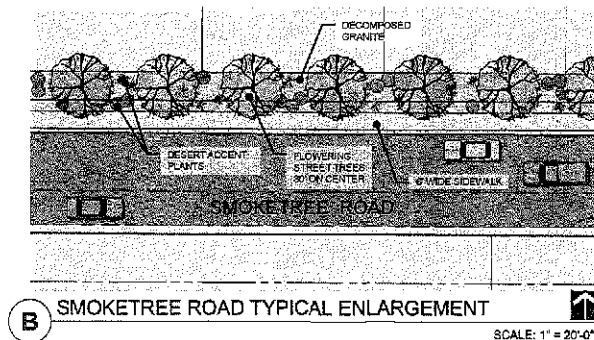
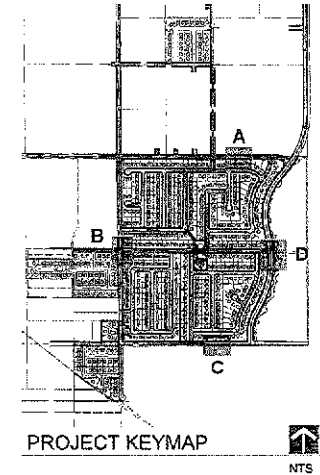
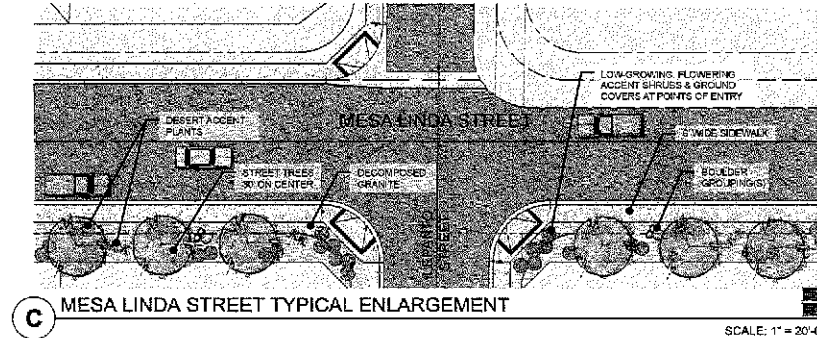
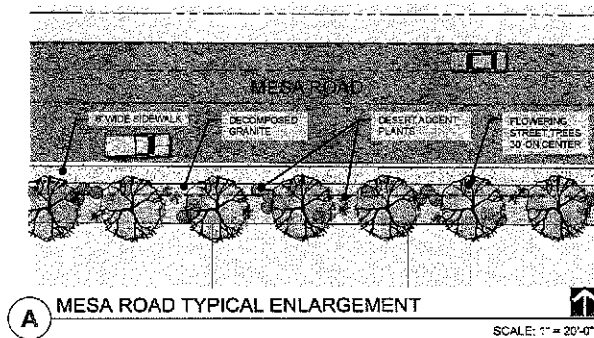
CITY OF VICTORVILLE, CA

Sheet 2 of 6

November 2020



**DAVID EVANS  
AND ASSOCIATES INC.**  
14237 Cajon Avenue Suite 101  
Victorville California 92392-2536  
Phone: 760.524.9110

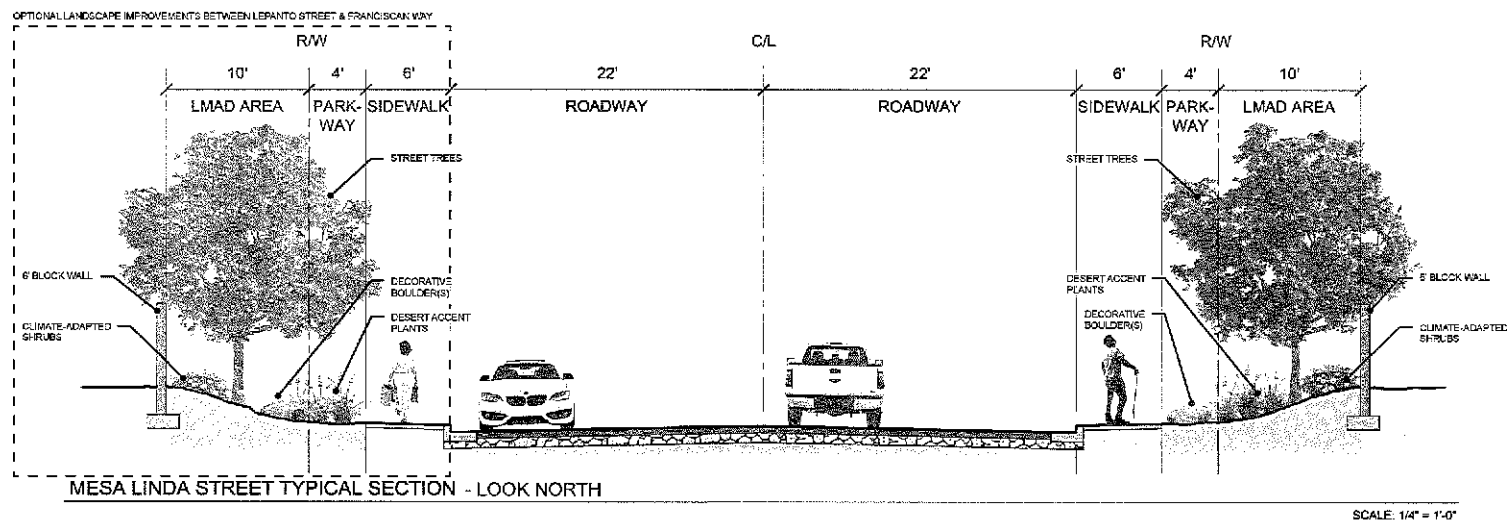
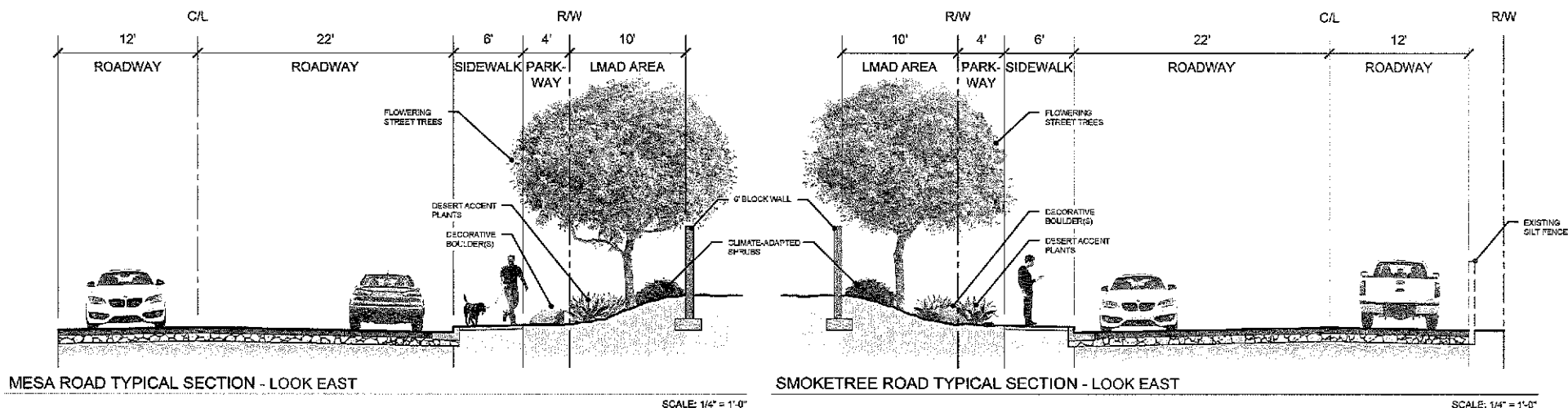


# VISTA DEL VALLE - CONCEPTUAL LANDSCAPE PLAN

CITY OF VICTORVILLE, CA

Sheet 3 of 6  
November 2020

**DAVID EVANS AND ASSOCIATES INC.**  
14207 Cajon Avenue Suite 101  
Victorville California 92382-2335  
Phone: 760.624.9110



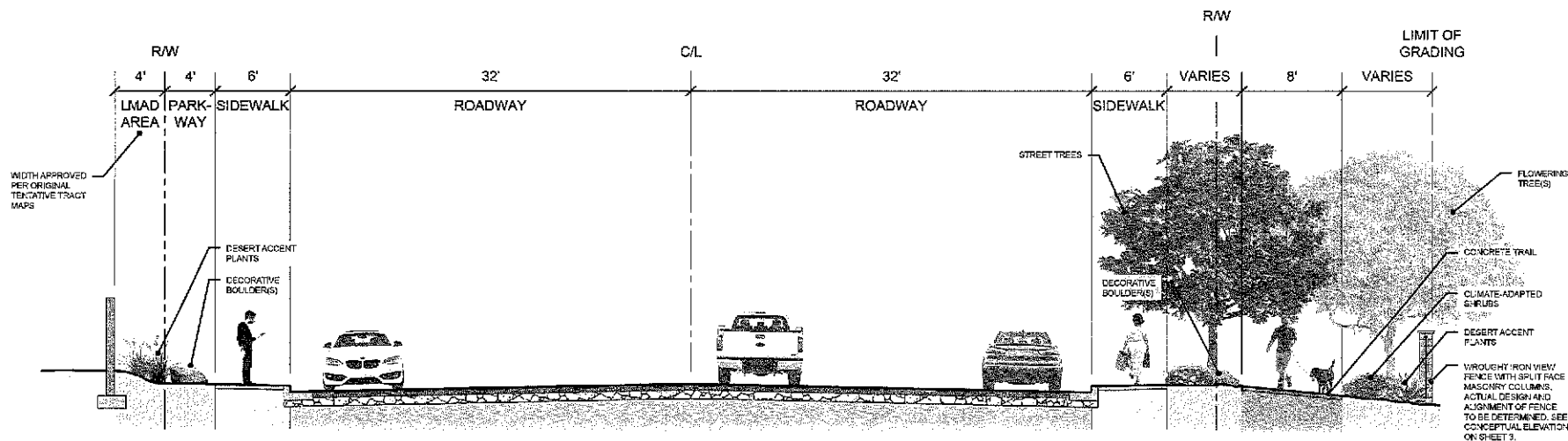
# VISTA DEL VALLE - CONCEPTUAL LANDSCAPE PLAN

CITY OF VICTORVILLE, CA

Sheet 4 of 6  
November 2020



**DAVID EVANS  
AND ASSOCIATES INC.**  
14297 Cajon Avenue Suite 101  
Victorville California 92392-2335  
Phone: 760.524.9110

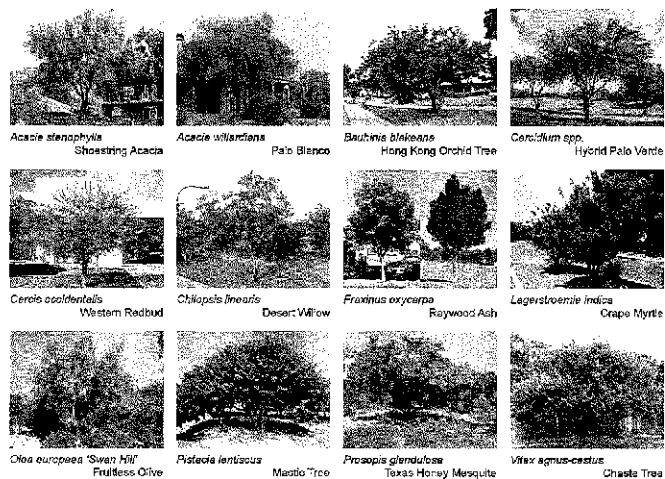


TOPAZ ROAD TYPICAL SECTION - LOOK NORTH

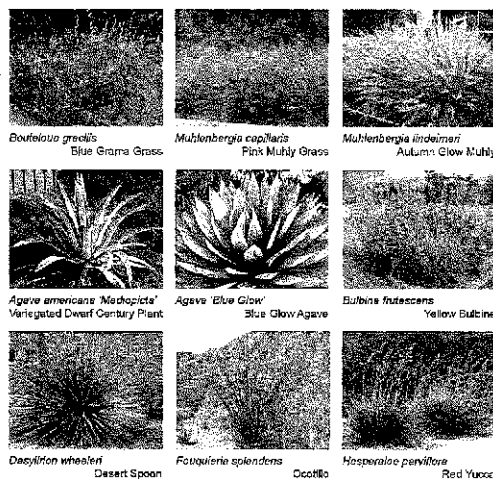
SCALE: 1/4" = 1'-0"

## PLANT PALETTE

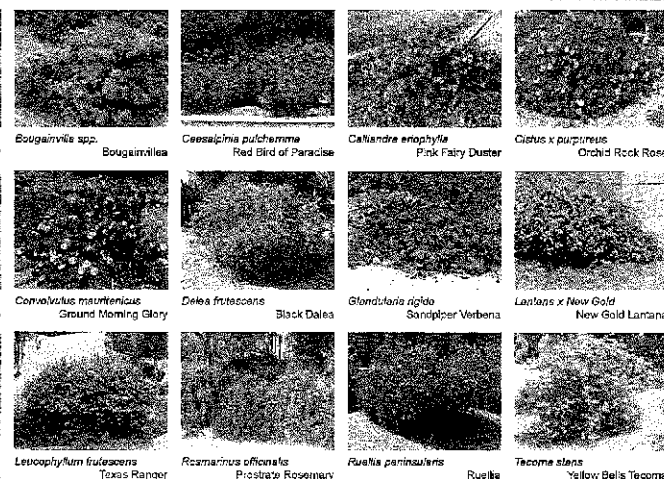
### TREES



### ORNAMENTAL GRASSES & DESERT ACCENTS



### FLOWERING SHRUBS & GROUND COVERS



# VISTA DEL VALLE - CONCEPTUAL LANDSCAPE PLAN

CITY OF VICTORVILLE, CA

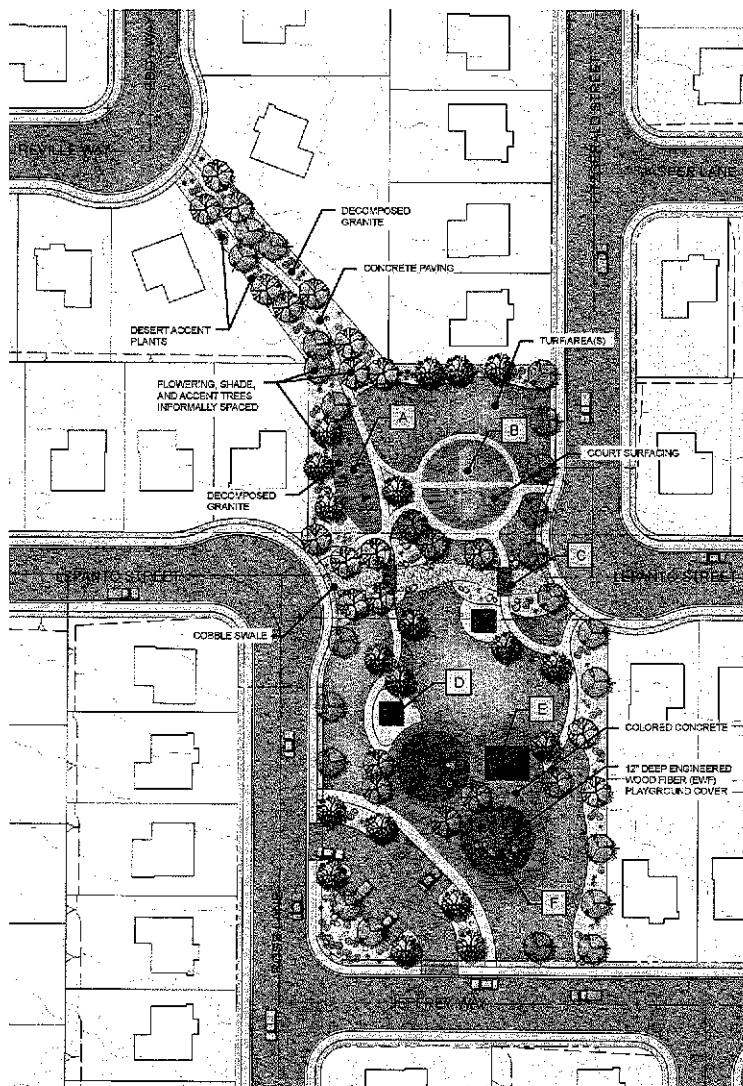
Sheet 5 of 6

November 2020

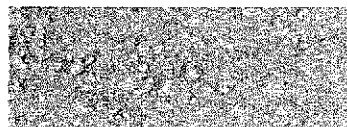


**DAVID EVANS  
AND ASSOCIATES, INC.**  
14287 Cajon Avenue Suite 101  
Victorville California 92392-2335  
Phone: 760.524.9110





#### INERT MATERIALS



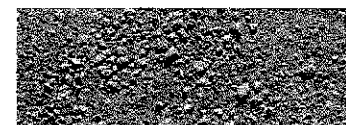
DECOMPOSED GRANITE - GOLD



ROCK COBBLE

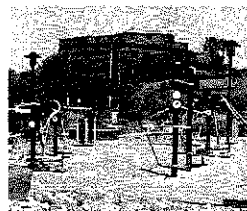


COLORED CONCRETE PAVING

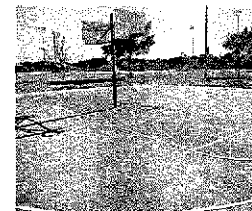


DECOMPOSED GRANITE - RED

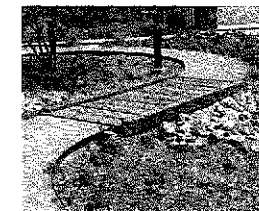
#### PARK AMENITIES - CONCEPTUAL IMAGERY



A FITNESS EQUIPMENT



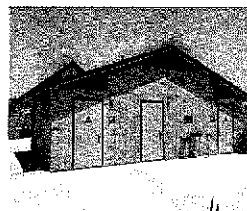
B BASKETBALL COURT(S)



C WALKING BRIDGE(S)



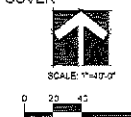
D SHADE STRUCTURE(S)



E RESTROOM BUILDING



F INCLUSIVE PLAY EQUIPMENT, MULTIPLE, ON ENGINEERED WOOD FIBER (EWF) GROUND COVER



## VISTA DEL VALLE - CONCEPTUAL LANDSCAPE PLAN

CITY OF VICTORVILLE, CA

Sheet 6 of 6

November 2020



**DAVID EVANS  
AND ASSOCIATES INC.**  
14397 Cajon Avenue Suite 101  
Victorville, California 92392-2335  
Phone: 760.524.9110