

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

DOC # 2014-0042489

01/31/2014 08:00 AM Fees: \$0.00

Page 1 of 16

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

Andrea Carranza, Deputy City Clerk

AND WHEN RECORDED MAIL TO:

City Clerk's Office
City of Coachella
1515 Sixth Street
Coachella, CA 92236

This document was electronically submitted to the County of Riverside for recording
Received by: LCWEATHERS

Space above this line for recorder's use only

Maintenance Agreement

Title of Document

TRA: _____

DTT: _____

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

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(\$3.00 Additional Recording Fee Applies)

Recording Requested By and
When Recorded Mail To:

City of Coachella
1516 6th Street
Coachella, CA 92236
Attn: Andrea Carranza, City Clerk

Sunny & Karan, LLC
P.O. Box 2817
Indio, CA 92202
Attn: Nachhattar S. Chandi, Manager

ABOVE SPACE FOR RECORDERS USE ONLY

MAINTENANCE AGREEMENT

This MAINTENANCE AGREEMENT ("**Agreement**") has been made and entered into as of October 9, 2013 by and between Sunny & Karan, LLC, a California limited liability company ("**Owner**"), and the CITY OF COACHELLA ("**City**") with reference to the facts set forth below.

RECITALS

A. Owner is the owner of certain real property in the City of Coachella, County of Riverside, State of California, more particularly described on Exhibit A attached hereto (the "**Property**").

B. As a condition to approval of the vesting final map for the Property the City requires that the Owner agree to construct and maintain certain off-site improvements located adjacent to the Property.

C. City wishes by means of this Agreement to impose upon Owner, and each successive owner of the Project, the obligation to maintain and repair the Off-Site Improvements (as defined below).

NOW, THEREFORE, Owner and City agree as set forth below.

1. **OFF-SITE IMPROVEMENTS.** The Owner shall construct the following improvements that will-be the subject of the maintenance obligations herein: (a) landscaping and irrigation of offsite storm water retention basins. ("**Off-Site Improvements**"). The Off-Site Improvement locations are depicted on Exhibit B.

10/10/13 10:10
Page 1

2. MAINTENANCE.

(a) **Maintenance, Repair and Replacement of Off-Site Improvements.** Owner shall be responsible for the maintenance, repair and replacement of the Off-Site Improvements at its sole cost and expense (except as set forth in 2(c) below). Such maintenance obligations include, without limitation, keeping in repair and replacing lighting, landscaping and irrigation and periodic debris removal. In addition, Owner shall be responsible for the payment of all utility bills relating to the Off-Site Improvements.

(b) **Failure to Maintain.** If Owner fails to reasonably fulfill its maintenance obligations set forth in this Section 2, the City may notify ("**Deficiency Notice**") the Owner of its deficiency in performance. The Deficiency Notice shall be in writing and shall set forth with specificity the maintenance that was not performed. Within fifteen (15) days after a Deficiency Notice is given, the Owner shall meet and confer in good faith to discuss with the City any such deficiency and to establish reasonable maintenance standards for the Owner to implement. If, within thirty (30) days after such conference, the Owner has not fulfilled its maintenance obligation in accordance with the established maintenance standards (or, if the maintenance obligation cannot be fulfilled within thirty (30) days, if the Owner has failed to commence implementing maintenance in accordance with such standards, or thereafter does not diligently complete such maintenance) the City shall have the right, but not the obligation, to perform the required maintenance pursuant to the terms of this Agreement. The City shall exercise that right by delivering at least fifteen (15) days' prior written notice to the Owner of the City's performance of the maintenance required of the Owner and the City shall deliver an invoice to Owner for actual and reasonable costs and expenses incurred in performing such maintenance. The Owner shall reimburse the City within thirty (30) days after receipt of the invoice.

(c) **City is Responsible for Damage Caused by Its Agents, Employees and Contractors.** Should any agent, employee or contractor of the City cause any damage to the Off-Site Improvements, the City shall be obligated to pay the reasonable costs incurred to repair such damage or replace the damaged improvement.

3. **LANDSCAPING, IRRIGATION AND FINISH GRADING PLANS.** Owner shall prepare and submit, or cause to be prepared and submitted, to the City for its approval or disapproval preliminary and final landscaping and preliminary and finish grading plans for development of the Off-Site Improvements. The landscaping and irrigation plans shall be prepared by a professional landscape architect and the grading plans shall be prepared by a licensed civil engineer. Such landscape architect and/or civil engineer may be the same firm as Owner's architect/engineer. Landscaping and Irrigation plans shall be in compliance with the City Municipal Code.

4. **INDEMNITY.** Each party shall protect, indemnify, defend and hold the other parties harmless from and against all claims, expenses, liabilities, loss, damage and costs, including, without limitation, any reasonable attorneys' fees, incurred in connection with, arising from, or due to or as a result of any death or injury of any person or any accident, injury, loss or damage to property to the extent caused by (i) the negligence or willful act of the indemnitor party or any of its employees, agents, residents, guests, business invitees or other licensees or (ii) from the party's breach of its obligations under this Agreement. A party shall not be entitled to any such indemnification for any such claims, expenses, liabilities, loss, damage and costs that result from the negligence of such party or its residents, guests, business invitees or other licensees.

5. MISCELLANEOUS PROVISIONS.

(a) **Enforcement.** Violation or breach of any covenant, agreement or provision contained herein shall give to the party in whose favor such covenant, agreement or provision was made, the right to prosecute a proceeding at law or in equity against the person or persons who violated or are attempting to violate any such covenant, agreement or provision, to enjoin or prevent them from doing so, to cause such violation to be remedied and/or to recover damages for such violation.

(b) **Successors Benefited and Bound**. This Agreement and all of the covenants and conditions herein contained shall be binding upon and shall inure to the benefit of the executors, administrators, heirs, assigns and successors of each of the parties hereto.

(c) **Transfer of Obligations**. Owner shall have the right to transfer any of its obligations under this Agreement to a successive owner of the Project or the owner of Phase II. The transferring party shall not have any liability under this Agreement for performance of an obligation that arises from and after the date of transfer of such obligation.

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

(e) **Attorneys' Fees**. In the event legal proceedings are commenced regarding the enforcement of this Agreement, the prevailing party in any such action shall recover, in addition to any relief granted therein, reasonable attorneys' fees from the other party or parties, which fees shall be included in any judgment rendered in such proceedings.

(f) **No Waiver**. The waiver or failure to enforce any breach or violation of any covenant herein contained shall not be deemed to be a waiver or abandonment of such covenant, or any waiver of the right to enforce any subsequent breach or violation of such covenant.

(g) **Notices**. Notices to a party shall be in writing and may be delivered to a party or its mortgagee personally or by facsimile, electronic mail, U.S. mail or similar means and shall be given to:

City:

The City of Coachella
1515 Sixth St.
Coachella, CA 92236
Fax: 760-398-8117
Phone: 760-398-3502
Attn: Andrea Carranza, City Clerk

Owner:

Sunny & Karan, LLC
P.O. Box 2817
Indio, CA 92202
Attn: Nachhattar S. Chandi, Manager

(h) **Priority of Lien of Mortgage**. No portion of this Agreement or any amendment or violation thereof shall operate to defeat or render invalid, in whole or in part, the rights of the beneficiary, insurer, guarantor, or holder of any mortgage or deed of trust encumbering any portion of the Property; provided that, after foreclosure of any such mortgage or deed of trust, the property foreclosed shall remain subject to this Agreement.

(i) **Mortgage Notification**. Upon written request, a beneficiary, insurer, guarantor or holder of a mortgage or deed of trust shall be entitled to (i) reasonably prompt written notice of any default under this Agreement and (ii) thirty (30) days prior written notice of any proposed material amendment to this Agreement.

(j) **California Law**. This Agreement is being executed and delivered, is intended to be performed, in the State of California, and to the extent permitted by law, the execution, validity, construction and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of California.

(k) **Venue**. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in Imperial County, California.

(l) **Runs with Land**. All agreements contained herein shall operate as covenants running with the land for the benefit of the City.


(m) **Counterparts**. This Agreement may be executed in counterparts, each of which when taken together will constitute one fully executed original.


[Signatures on following pages]

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

CITY:

THE CITY OF COACHELLA

By: 
Name: David R. Garcia, City Manager


Witness Andrea S. Carranza
Deputy City Clerk
City of Coachella

OWNER:

SUNNY & KARAN, LLC

By: 
Nachhattar S. Chandi

Its: Manager

ACKNOWLEDGMENT

State of California
County of Riverside)

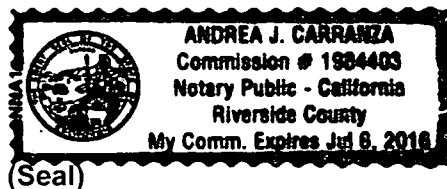
On December 12, 2013 before me, Andrea J. Carranza, Notary Public
(insert name and title of the officer)

personally appeared David R. Garcia,
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 Andrea J. Carranza



(Seal)

ILLEGIBLE NOTARY SEAL DECLARATION

Government Code Section 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: ANDREA J. CARRANZA

Date Commission Expires: JULY6, 2016

Notary Identification No:
(for Notaries commissioned at 1/1/92) 1984403

Manufacturer/Vendor Identification No:
(for Notaries commissioned at 1/1/92) NNA1

Place of Execution of this Declaration: FIRST AMERICAN TITLE

Date: JANUARY 30, 2014


FIRST AMERICAN TITLE INSURANCE COMPANY

Authorized Signatory

EXHIBIT "A"
MAINTENANCE EASEMENT
LEGAL DESCRIPTION

PARCEL "A" MAINTENANCE EASEMENT NORTH

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF THE AVENUE 48, AND GRAPEFRUIT BOULEVARD, SAID INTERSECTION IS ALSO KNOWN AS THE INTERSECTION OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AND STATE ROUTE 111;

THENCE S 89° 57' 24" W, ALONG THE CENTERLINE OF AVENUE 48, A DISTANCE OF 70.54 FEET, TO THE INTERSECTION OF THE CENTERLINE OF AVENUE 48 AND THE SOUTHWEST RIGHT OF WAY PROLONGATION LINE OF GRAPEFRUIT BOULEVARD;

THENCE S 36° 08' 12" E, ALONG THE SOUTHWEST RIGHT OF WAY PROLONGATION LINE OF GRAPEFRUIT BOULEVARD, A DISTANCE OF 68.06 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AVENUE 48, SAID POINT BEING 55.00 FEET DISTANT SOUTHERLY WHEN MEASURED PERPENDICULARLY FROM THE CENTERLINE OF AVENUE 48;

THENCE S 89° 57' 24" W, ALONG THE SOUTHERLY LINE OF AVENUE 48, A DISTANCE OF 434.48 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N 22° 34' 03" W, A DISTANCE OF 4.15 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, WITH A BEARING TO THE RADIUS POINT AT S 22° 34' 03" E, AND A RADIUS OF 32.00 FEET;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID NON-TANGENT CURVE. AN ARC LENGTH OF 8.29 FEET, WHICH SUBTENDS A CENTRAL ANGLE OF 14° 50' 18";

THENCE S 52° 35' 39" W, A DISTANCE OF 31.38 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, WITH A BEARING TO THE RADIUS POINT AT S 37° 24' 21" E, AND A RADIUS OF 34.50 FEET;

THENCE IN A SOUTHWESTERLY, AND SOUTHERLY DIRECTION ALONG SAID TANGENT CURVE, AN ARC LENGTH OF 46.69 FEET, WHICH SUBTENDS A CENTRAL ANGLE OF 77° 32' 21";

THENCE S 24° 56' 42" E, A DISTANCE OF 21.83 FEET;

THENCE S 53° 07' 46" E, A DISTANCE OF 3.41 FEET;

THENCE S 27° 06' 54" E, A DISTANCE OF 8.33 FEET;

THENCE S 01° 33' 46" W, A DISTANCE OF 3.20 FEET;

THENCE S 34° 08' 47" E, A DISTANCE OF 43.39 FEET;

THENCE S 66° 47' 18" E, A DISTANCE OF 3.23 FEET;

THENCE S 36° 04' 51" E, A DISTANCE OF 8.79 FEET;

THENCE S 05° 01' 34" E, A DISTANCE OF 3.07 FEET;

THENCE S 36° 08' 11" E, A DISTANCE OF 23.02 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, WITH A BEARING TO THE RADIUS POINT AT S 19° 28' 21" W, AND A RADIUS OF 9.00 FEET;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID NON-TANGENT CURVE, AN ARC LENGTH OF 5.46 FEET, WHICH SUBTENDS A CENTRAL ANGLE OF 34° 45' 25";

EXHIBIT "A"
MAINTENANCE EASEMENT
LEGAL DESCRIPTION

PARCEL "A" MAINTENANCE EASEMENT NORTH (CONTINUED)

THENCE S 35° 43' 51" E, A DISTANCE OF 6.93 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH, WITH A BEARING TO THE RADIUS POINT AT N 54° 16' 09" E, AND A RADIUS OF 17.50 FEET; THENCE IN A SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY DIRECTION ALONG SAID TANGENT CURVE, AN ARC LENGTH OF 32.28 FEET, WHICH SUBTENDS A CENTRAL ANGLE OF 105° 40' 50";

THENCE N 53° 51' 45" E, A DISTANCE 7.11 FEET, TO THE NORTHEASTERLY LINE OF FREDERICK STREET, SAID POINT BEING 44.00 FEET DISTANT NORTHEASTERLY WHEN MEASURED PERPENDICULARLY FROM THE CENTERLINE OF FREDERICK STREET. SAID POINT ON THE NORTHEASTERLY LINE OF FREDERICK STREET TO BE HEREIN AFTER REFERRED TO AS POINT "A";

THENCE N 36° 08' 12" W, ALONG THE NORTHEASTERLY LINE OF FREDERICK STREET, A DISTANCE OF 90.58 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, WITH A BEARING TO THE RADIUS POINT AT N 53° 51' 48" E, AND A RADIUS OF 156.00 FEET;

THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID TANGENT CURVE, AND ARC LENGTH OF 65.65 FEET, WHICH SUBTENDS CENTRAL ANGLE OF 24° 06' 45";

THENCE N 31° 43' 41" E, A DISTANCE OF 38.11 FEET, TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 5,491.62 SQ. FT. (0.126 AC ±)

PARCEL "B" MAINTENANCE EASEMENT SOUTH

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE ABOVE REFERENCED POINT "A" ON THE NORTHEASTERLY LINE OF FREDERICK STREET;

THENCE S 36° 08' 12" E, ALONG THE NORTHEASTERLY LINE OF FREDERICK STREET, A DISTANCE OF 50.98 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S 62° 26' 32" W, A DISTANCE OF 6.97 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH WITH A BEARING TO THE RADIUS POINT AT S 27° 33' 28" E, AND A RADIUS OF 21.50 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID TANGENT CURVE, AN ARC LENGTH OF 4.44 FEET, WHICH SUBTENDS A CENTRAL ANGLE OF 11° 49' 22", TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, WITH A BEARING TO THE RADIUS POINT AT N 74° 51' 28" E, AND A RADIUS OF 317.61 FEET;

THENCE IN A SOUTHERLY, AND SOUTHEASTERLY DIRECTION ALONG SAID NON-TANGENT CURVE, AN ARC LENGTH OF 421.40 FEET, WHICH SUBTENDS A CENTRAL ANGLE OF 76° 01' 12";

THENCE N 06° 00' 14" E, ALONG THE NORTHWESTERLY EDGE OF A CONCRETE HEADWALL A DISTANCE OF 12.53 FEET TO THE TRACT BOUNDARY OF PARCEL MAP NO. 36481 AS FILED IN PARCEL MAP BOOK 236 PAGES 47-48, OFFICIAL RECORDS OF RIVERSIDE COUNTY, SAID POINT ON TRACT BOUNDARY OF PARCEL MAP NO. 36481 IS THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, WITH A BEARING TO THE RADIUS POINT AT N 03° 50' 22" E, AND A RADIUS OF 312.00 FEET;

EXHIBIT "A"
MAINTENANCE EASEMENT
LEGAL DESCRIPTION

PARCEL "B" MAINTENANCE EASEMENT SOUTH (CONTINUED)

THENCE ALONG SAID NON-TANGENT CURVE IN A NORTHWESTERLY DIRECTION, AN ARC LENGTH OF 272.40 FEET, WHICH SUBTENDS A CENTRAL ANGLE OF 50° 01' 26", TO A POINT BEING 44.00 FEET DISTANT NORTHEASTERLY WHEN MEASURED PERPENDICULARLY FROM THE CENTERLINE OF FREDERICK STREET; THENCE N 36° 08' 12" W, AND PARALLEL WITH THE CENTERLINE OF FREDERICK STREET, A DISTANCE OF 124.43 FEET, TO THE TRUE POINT OF BEGINNING.

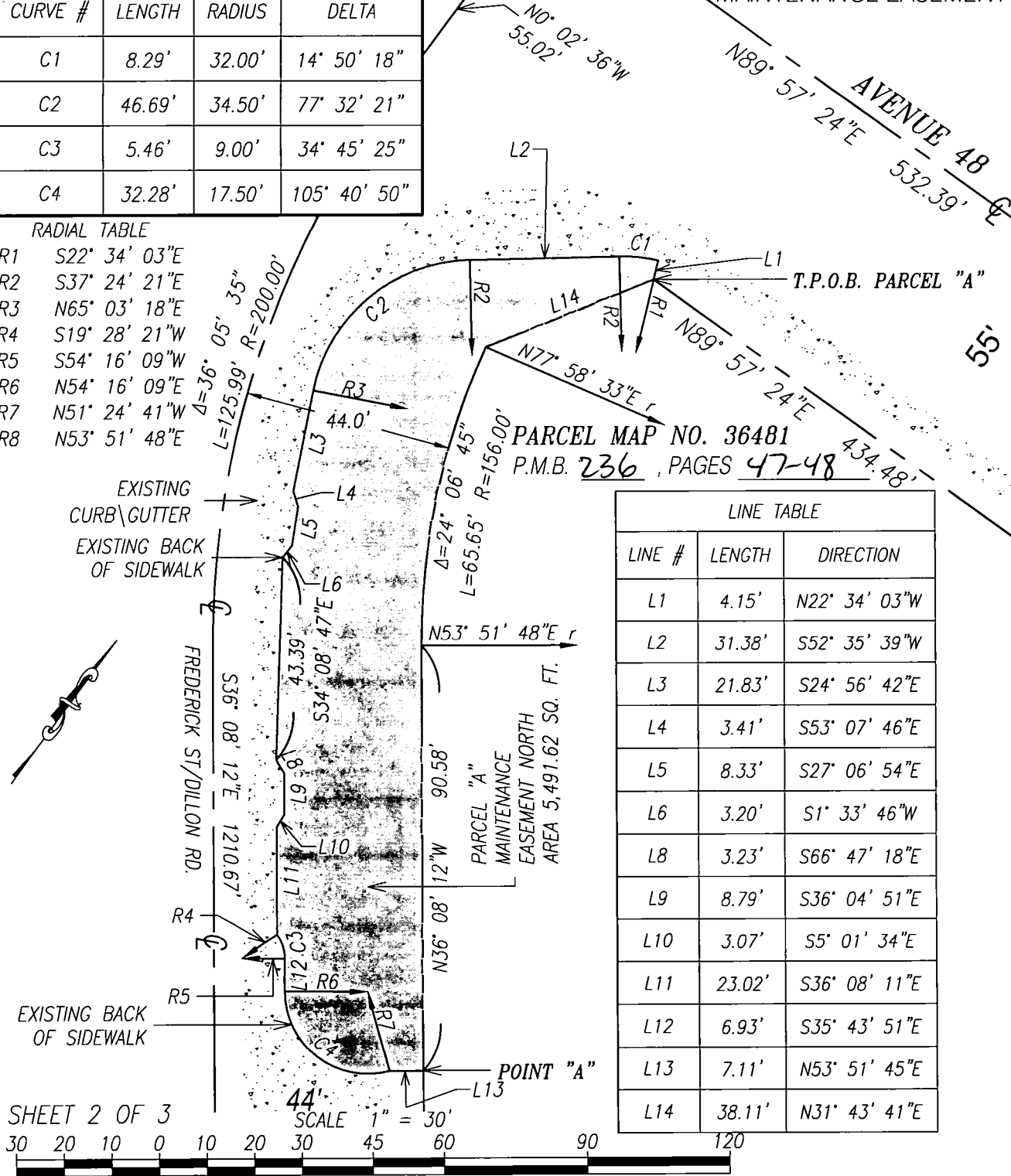
THE ABOVE DESCRIBED PARCEL "B" CONTAINS 9,936.72 SQ. FT. (0.228 AC.)

THE ABOVE DESCRIBED PARCELS "A AND "B" WITHIN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, CONTAIN A COMBINED TOTAL AREA OF 15,429.33 SQ. FT. (0.354 AC.), AND EXHIBIT "B" IS TO BE ATTACHED HERETO AND MADE A PART THEREOF.

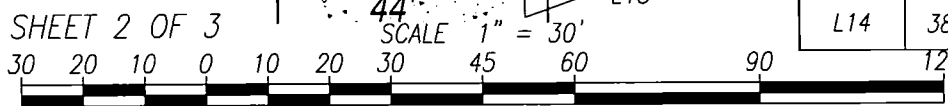
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	8.29'	32.00'	14° 50' 18"
C2	46.69'	34.50'	77° 32' 21"
C3	5.46'	9.00'	34° 45' 25"
C4	32.28'	17.50'	105° 40' 50"

RADIAL TABLE	
R1	S22° 34' 03"E
R2	S37° 24' 21"E
R3	N65° 03' 18"E
R4	S19° 28' 21"W
R5	S54° 16' 09"W
R6	N54° 16' 09"E
R7	N51° 24' 41"W
R8	N53° 51' 48"E

EXHIBIT "B"
MAINTENANCE EASEMENT



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	4.15'	N22° 34' 03"W
L2	31.38'	S52° 35' 39"W
L3	21.83'	S24° 56' 42"E
L4	3.41'	S53° 07' 46"E
L5	8.33'	S27° 06' 54"E
L6	3.20'	S1° 33' 46"W
L8	3.23'	S66° 47' 18"E
L9	8.79'	S36° 04' 51"E
L10	3.07'	S5° 01' 34"E
L11	23.02'	S36° 08' 11"E
L12	6.93'	S35° 43' 51"E
L13	7.11'	N53° 51' 45"E
L14	38.11'	N31° 43' 41"E



MAINTENANCE EASEMENT	
EXHIBIT DRAWN BY	CHECKED BY
LRB	AF

AMIR ENGINEERING
CIVIL ENGINEERING
160 LURING DRIVE, SUITE A, PALM SPRINGS CA 92262
PH. (760) 318-7424 FAX (760) 318-7410

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	8.29'	32.00'	14° 50' 18"
C2	46.69'	34.50'	77° 32' 21"
C3	5.46'	9.00'	34° 45' 25"
C4	32.28'	17.50'	105° 40' 50"

RADIAL TABLE

R1	S22° 34' 03"E
R2	S37° 24' 21"E
R3	N65° 03' 18"E
R4	S19° 28' 21"W
R5	S54° 16' 09"W
R6	N54° 16' 09"E
R7	N51° 24' 41"W
R8	N53° 51' 48"E

EXHIBIT "B"
MAINTENANCE EASEMENT

N89° 57' 24"E
AVENUE 48
532.39'

L2

T.P.O.B. PARCEL "A"

PARCEL MAP NO. 36481

P.M.B. 236, PAGES 47-48

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	4.15'	N22° 34' 03"W
L2	31.38'	S52° 35' 39"W
L3	21.83'	S24° 56' 42"E
L4	3.41'	S53° 07' 46"E
L5	8.33'	S27° 06' 54"E
L6	3.20'	S1° 33' 46"W
L8	3.23'	S66° 47' 18"E
L9	8.79'	S36° 04' 51"E
L10	3.07'	S5° 01' 34"E
L11	23.02'	S36° 08' 11"E
L12	6.93'	S35° 43' 51"E
L13	7.11'	N53° 51' 45"E
L14	38.11'	N31° 43' 41"E

EXISTING CURB/GUTTER
EXISTING BACK OF SIDEWALK

FREDERICK ST/DILLON RD.

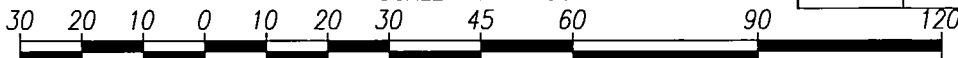
EXISTING BACK OF SIDEWALK

PARCEL "A"
MAINTENANCE EASEMENT NORTH
AREA 5,491.62 SQ. FT.

POINT "A"

SHEET 2 OF 3

SCALE 1" = 30'



MAINTENANCE EASEMENT

EXHIBIT DRAWN BY CHECKED BY

LRB

AF

AMIR ENGINEERING

CIVIL ENGINEERING

160 LURING DRIVE, SUITE A, PALM SPRINGS CA 92262
PH. (760) 318-7424 FAX (760) 318-7410

EXHIBIT "B"

MAINTENANCE EASEMENT
 $S62^{\circ} 26' 32'' W$
 6.97'
 $\Delta = 11^{\circ} 49' 22''$
 $L = 4.44' R = 21.50'$

POINT "A"

$S 36^{\circ} 08' 12'' E$
 50.98'

$S27^{\circ} 33' 28'' E r$
 $S39^{\circ} 22' 51'' E r$

T.P.O.B. PARCEL "B"

$N74^{\circ} 51' 26'' E r$

PROPERTY LINE
 RIGHT OF WAY

PARCEL MAP NO. 36481
 P.M.B. 236, PAGES 47-48

APPROXIMATE
 TOE OF SLOPE

EXISTING
 CURB \ GUTTER

$N53^{\circ} 51' 48'' E r$

PARCEL "B"
 MAINTENANCE EASEMENT SOUTH
 AREA 9,936.72 SQ. FT.

EXISTING BACK
 OF SIDEWALK

APPROXIMATE
 TOE OF SLOPE

FREDERICK ST / DILLON RD.

$S36^{\circ} 08' 12'' E$
 1210.67'

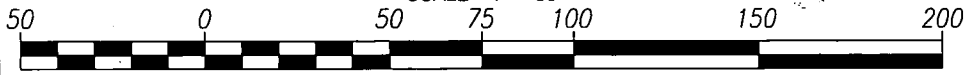
EXISTING BACK
 OF SIDEWALK

$N6^{\circ} 00' 14'' E$
 12.53'

CONCRETE
 HEADWALL

SHEET 3 OF 3

SCALE 1" = 50'



MAINTENANCE EASEMENT

EXHIBIT DRAWN BY

CHECKED BY

LRB

AF

AMIR ENGINEERING
 CIVIL ENGINEERING

160 LURING DRIVE, SUITE A, PALM SPRINGS CA 92262
 PH. (760) 318-7424 FAX (760) 318-7410

EXHIBIT "C"

Property Legal Description

Real property in the City of Coachella, County of Riverside, State of California, described as follows:

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

PARCEL 3 OF PARCEL MAP NO. 18, IN THE CITY OF COACHELLA, AS SHOWN ON MAP RECORDED IN BOOK 27, PAGES 63 AND 64 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF COACHELLA, A MUNICIPAL CORPORATION, DESIGNATED AS PARCELS 18-1 AND 18-4, BY DEED RECORDED FEBRUARY 14, 2007 AS INSTRUMENT NO. 2007-0105332 OF OFFICIAL RECORDS.

ALSO EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF COACHELLA, A MUNICIPAL CORPORATION, DESIGNATED AS PARCELS 19-1 AND 21-1, BY DEED RECORDED FEBRUARY 14, 2007 AS INSTRUMENT NO. 2007-0105334 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION OF PARCEL 3 LYING SOUTHEASTERLY OF THE MOST SOUTHERLY LINE OF PARCEL 21-1 DESCRIBED IN DEED RECORDED FEBRUARY 14, 2007 AS INSTRUMENT NO. 2007-0105334 OF OFFICIAL RECORDS.

ALSO DESCRIBED AS PARCELS A AND B OF EXHIBIT "A" ATTACHED TO CERTIFICATE OF COMPLIANCE RECORDED AUGUST 20, 2012 AS INSTRUMENT NO. 2012-0395744 OF OFFICIAL RECORDS.

APN: 603-220-044-7 AND 603-220-045-8 (603-220-052 AND 603-220-054 NOT YET ASSESSED)

ACKNOWLEDGMENT

State of California
County of RIVERSIDE

On 10-7-13 before me, MARIA TERESA GARCIA (NOTARY PUBLIC)
(insert name and title of the officer)

personally appeared NACHHATTAR S. CHANDI
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 Maria Teresa Garcia (Seal)

