

1348/13

SCALE: 1" = 200'

TRACT No. 062845

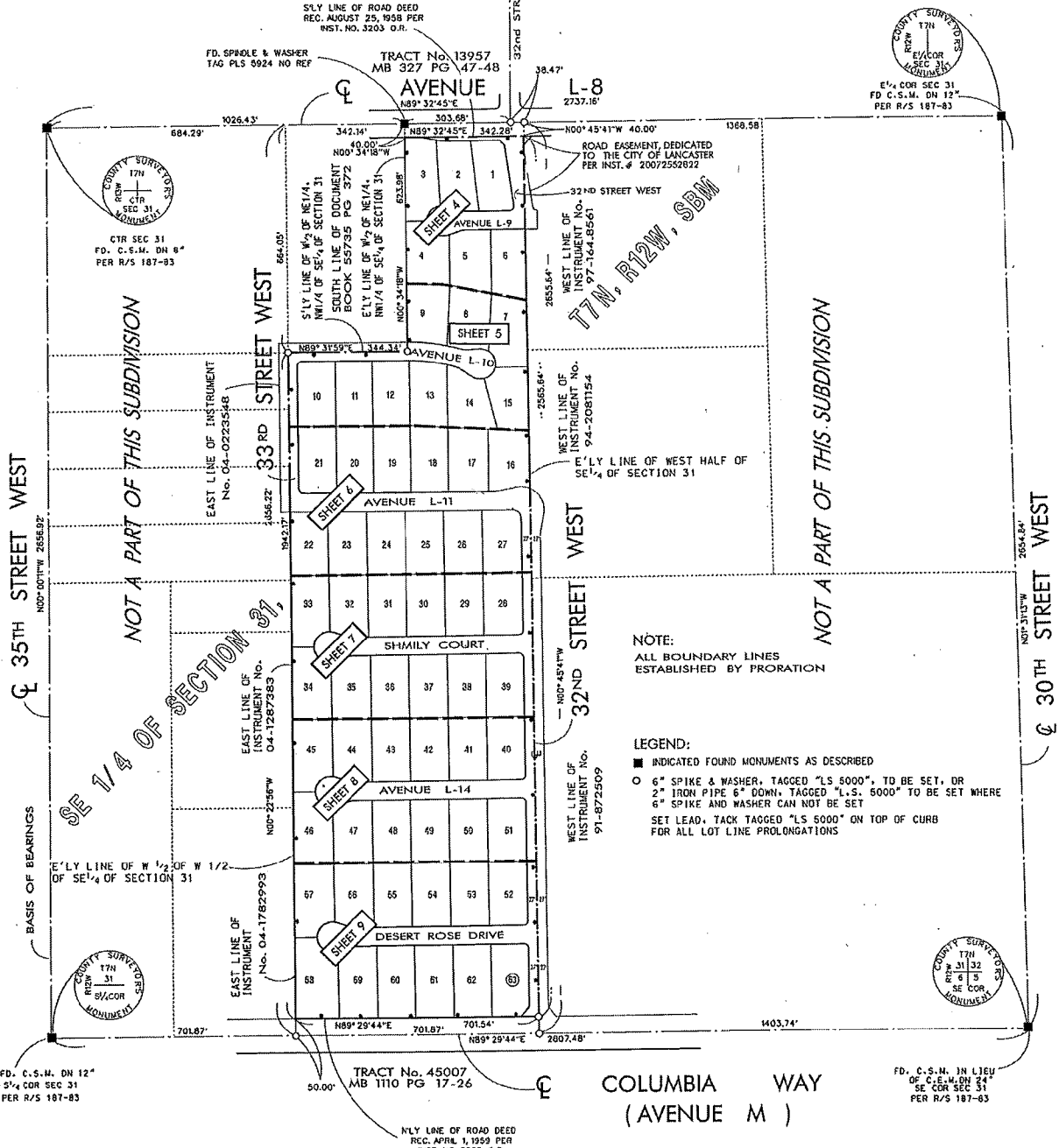
IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

WILLIAM S. KISH L.S. 5000

35.91 ACRES

63 LOTS

SURVEY DETAIL AND INDEX SHEET



NOTE:
ALL BOUNDARY LINES
ESTABLISHED BY PRORATION

LEGEND:
 ■ INDICATED FOUND MONUMENTS AS DESCRIBED
 ○ 6" SPIKE & WASHER, TAGGED "LS 5000", TO BE SET, OR
 2" IRON PIPE 6" DOWN, TAGGED "L.S. 5000" TO BE SET WHERE
 6" SPIKE AND WASHER CAN NOT BE SET
 SET LEAD, TACK TAGGED "LS 6000" ON TOP OF CURB
 FOR ALL LOT LINE PROLONGATIONS

● ● ● ● ●
INDICATES THE BOUNDARY OF THE LAND
BEING SUBDIVIDED BY THIS MAP

*

AMENDMENT TO UNDERTAKING AGREEMENT

(SUBDIVISION IMPROVEMENTS)

TRACT NO. 062845 PARCEL MAP NO. N/A

THIS AMENDMENT (this "Amendment") made this 27th day of April, 2010 by and between the City of Lancaster, (the "City") and Davidon Homes (the "Subdivider").

R E C I T A L S

A. The City approved Tentative Map 062845 on February 21, 2006 (the "Tentative Map"), subject to certain conditions of approval set forth in Resolution No. 06-08, which conditions include construction of certain public improvements as set forth hereinbelow.

B. The City and Subdivider entered into that certain Undertaking Agreement dated April 8, 2008 ("Agreement").

C. The Agreement requires Subdivider to complete all Work required thereunder on or before April 8, 2010 ("Completion Date").

D. This Agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and applicable City ordinances.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the approval of the Map and of the acceptance of the dedications therein offered, and in order to insure satisfactory performance by Subdivider of Subdivider's obligations under said Subdivision Map Act and said ordinance, the parties agree as follows:

1. Performance of Work

Section 1 of the Agreement is amended and restated to read as follows:

"Subdivider, at its sole cost and expense, will improve Tract No. 062845 Parcel Map No. N/A by the grading and paving of streets, construction of curbs and gutters, crossgutters and sidewalks, installation of drainage and sanitary sewerage facilities, provision of an underground utility and street lighting system, installation of street signs, parkway trees, a water system and all related facilities, and such other improvements required by the ordinances of the City and/or the City Council in the approval of said Tract/Parcel Map, together with appurtenances, contingencies and engineering costs and as more particularly shown in the improvement plans for contingencies and engineering costs and as more particularly shown in the improvement plans for said Tract/Parcel Map **as well as all improvements identified in the "Attachment to PC Resolution No. 06-08, Tentative Tract Map No. 062845 Conditions List (Revised)" dated N/A and attached hereto as Exhibit "A" (the "Improvements")**. Subdivider will do all work and furnish all materials necessary, in the opinion of the City Engineer, to complete said Improvements in accordance

with the plans and specifications on file in the office of the City Engineer or with any changes or modifications required or ordered by the City Engineer which, in his opinion, are necessary or required to complete the Improvements (the "Work"). Subdivider shall maintain the Improvements and adjacent public facilities clear of all debris, weeds, and other materials which inhibit the performance of the Improvements or become a public nuisance. Should the Subdivider fail to act promptly in accordance with this requirement the City may, at its option, perform the necessary work and the Subdivider shall pay to the City the actual cost of such maintenance plus fifteen (15) percent."

2. Extension of Term.

Section 18 of the Agreement is amended and restated to provide as follows:

"Subdivider shall complete all of said Work on or before April 27, 2012, or within such further time as may be granted by the City Council."

3. Agreement Remains in Effect.

Except as expressly revised herein, the terms, conditions and requirements set forth in the Agreement shall remain in full force and effect. Any terms not defined in this Amendment shall have the meaning set forth in the Agreement.

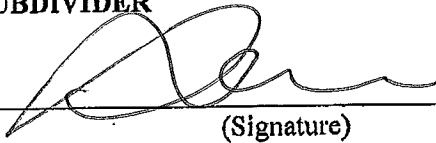
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

APPROVED:

CITY OF LANCASTER

By: _____
City Engineer

SUBDIVIDER



(Signature)

MANAGER, SITE DEVELOPMENT
(Office Held)

DAVIDON HOMES
Partnership or Corporation
represented, if applicable

APPROVED AS TO FORM:

By: _____
City Attorney

ALL SIGNATURES MUST BE ACKNOWLEDGED BY NOTARY

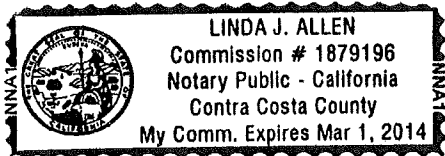
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) SS.
County of Contra Costa)

On April 1, 2010 before me, Linda J. Allen, Notary Public, personally appeared STEVE ABBS who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.



Linda J. Allen
Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment to this form.

Capacity claimed by signer: MANAGER, SITE DEVELOPMENT

Signer is representing: DAVIDON HOMES