

1321/85

BOOK 1321 PAGE 85

SCALE 1" = 200'

# TRACT NO. 060858

SHEET 3 OF 7

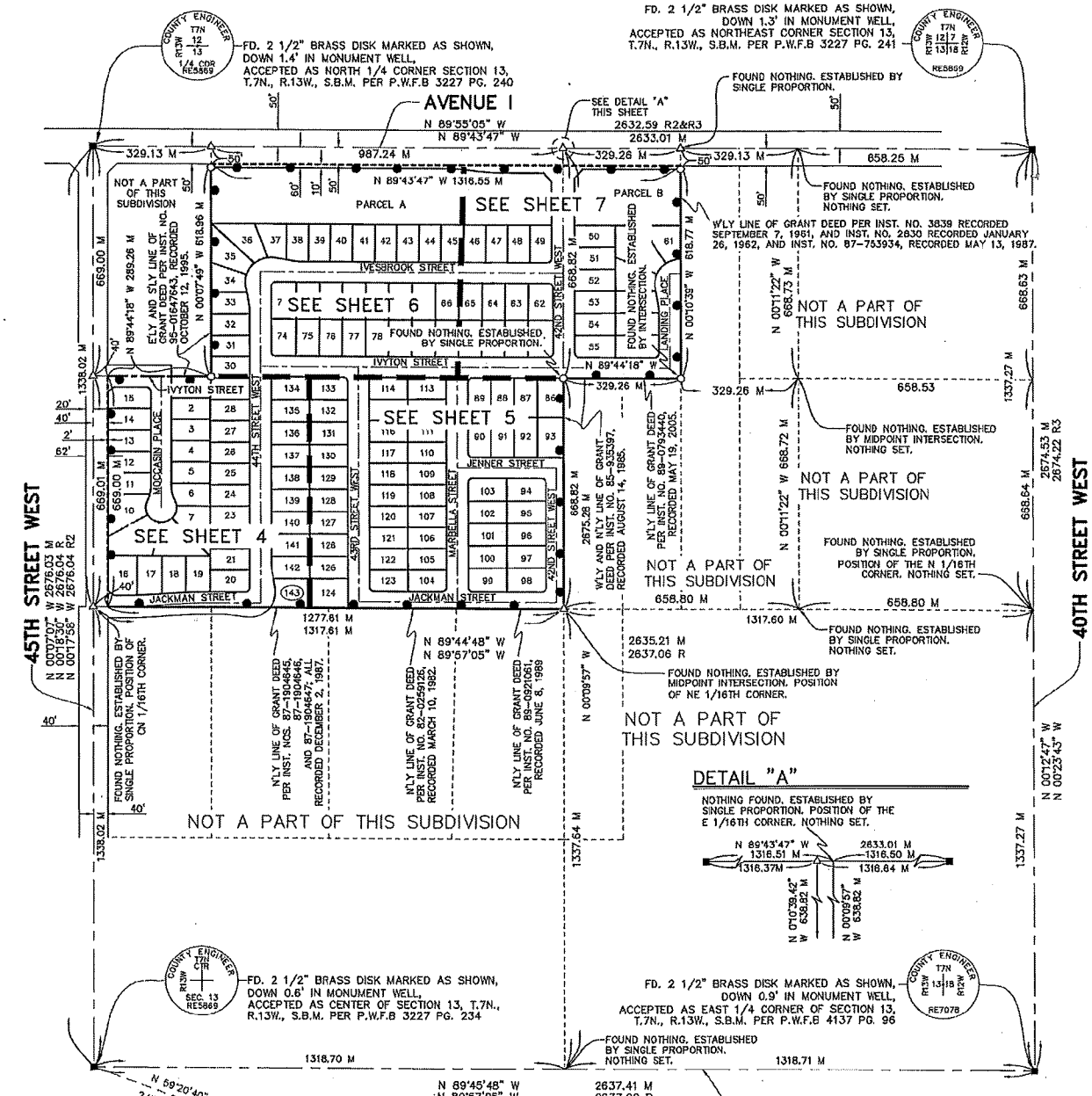
IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA

KENNETH J. WILSON P.L.S. 7911

143 LOTS

38.32 ACRES

## SURVEY DETAIL AND INDEX MAP

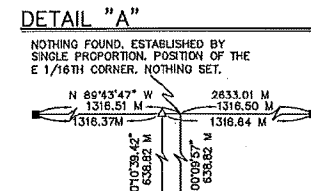


FD. 2 1/2" BRASS DISK MARKED AS SHOWN,  
DOWN 1.3' IN MONUMENT WELL,  
ACCEPTED AS NORTHEAST CORNER SECTION 13,  
T.7N., R.13W., S.B.M. PER P.W.F.B 3227 PG. 241

FD. 2 1/2" BRASS DISK MARKED AS SHOWN,  
DOWN 1.4' IN MONUMENT WELL,  
ACCEPTED AS NORTH 1/4 CORNER SECTION 13,  
T.7N., R.13W., S.B.M. PER P.W.F.B 3227 PG. 240

FD. 2 1/2" BRASS DISK MARKED AS SHOWN,  
DOWN 0.9' IN MONUMENT WELL,  
ACCEPTED AS EAST 1/4 CORNER OF SECTION 13,  
T.7N., R.13W., S.B.M. PER P.W.F.B 4137 PG. 96

FD. 2 1/2" BRASS DISK MARKED AS SHOWN,  
DOWN 0.6' IN MONUMENT WELL,  
ACCEPTED AS CENTER OF SECTION 13, T.7N.,  
R.13W., S.B.M. PER P.W.F.B 3227 PG. 234



**NOTE:**  
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM - 1983, ZONE V, 2004.0 EPOCH, NORTH AMERICAN DATUM 1983 (NAD83). GRID BEARINGS BETWEEN CONTINUOUS OPERATING REFERENCE STATIONS (CORS) WYNS AND UNJ AS SAID COORDINATES ARE PUBLISHED (RECORDED) BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC), BEING N 61°4'11" W. REFERENCED BEARINGS FROM OTHER DOCUMENTS/DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM. ALL MEASUREMENTS SHOWN HEREON ARE GROUND U.S. SURVEY FEET UNLESS OTHERWISE NOTED. FOR GRID DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 0.9998158461 (COMPUTED AT THE CENTER OF SECTION 13 MONUMENT)

- LEGEND**
- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
  - M - MEASURED
  - R - RECORD DATA PER CSB 3077-3 SHT A3
  - R2 - RECORD DATA PER CS B-5324 SHT 3
  - R3 - RECORD DATA PER CS B-5324 SHT 2
  - 2 3/8" IRON PIPE TO BE SET
  - △ SPIKE AND WASHER TO BE SET
  - MONUMENT FOUND AS NOTED.
  - ▲ CONTINUOUSLY OPERATING REFERENCE STATION (CORS)

**EXTENSION TO UNDERTAKING AGREEMENT  
(SUBDIVISION IMPROVEMENTS)  
TRACT NO. 060858**

**THIS EXTENSION OF UNDERTAKING AGREEMENT** (this "Extension") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between the City of Lancaster (the "City") and Beazer Homes Holdings (the "Subdivider").

**RECITALS**

A. The City approved Tentative Map No. 060858 on May 16, 2005 (the "Tentative Map"), subject to certain conditions of approval set forth in Resolution No. 05-27 which conditions include construction of certain public improvements as set forth in Resolution No. 05-27.

B. The City and Subdivider entered into that certain Undertaking Agreement dated May 9, 2006 ("Agreement").

C. The Agreement (including, if applicable, any previous amendment thereto) requires Subdivider to complete all Work required thereunder on or before May 9, 2008 ("Completion Date").

D. Subdivider desires to extend the Completion Date.

E. City desires to impose additional conditions on the Map.

F. 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. Extension of Completion Date.** Subject to the terms and conditions set forth in the Agreement and this Extension, Section 18 of the Agreement is amended to read as follows:

**"18. Completion**

Subdivider shall complete all of said Work on or before \_\_\_\_\_, 20\_\_, or within such further time as may be granted by the City Council."

**2. Maintenance Agreement.** Subdivider shall maintain the subdivision in a clean and safe manner and shall execute a maintenance agreement, the form of which agreement is attached hereto as Attachment No. 1 and incorporated herein by this reference.

**3. Conflict in Terms.** All other terms and conditions set forth in the Agreement are hereby ratified and shall remain the same and the Agreement continues to be in full force and effect. To the extent that any provision of this Extension conflicts with the Agreement, as previously amended, the terms of this Extension shall control.

**4. Counterparts; and Facsimile/Electronic Signatures.** This Extension may be executed in counterparts and shall be effective when all parties have signed a copy. Such counterparts taken together shall constitute one and the same agreement. It is agreed that a facsimile or electronic signature shall evidence and constitute valid execution of this Extension and shall be binding on the signing party. At the request of either party, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

**5. Ambiguity.** All provisions of this Extension have been negotiated by both parties at arm's length and neither party shall be deemed the scrivener of this Extension. This Extension shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof.

**6. No Further Amendment to Agreement.** Except as expressly set forth herein, the terms of the Agreement shall remain in full force and effect as written. All terms used herein and not defined herein but defined in the Agreement shall have the meaning given to such terms in the Agreement.

**7. Representations and Warranties of Subdivider.** Subdivider represents and warrants to the City and the City enters into this Extension in material reliance upon the following representations and warranties of the Subdivider:

**a. Authority.** Subdivider has full right, power and lawful authority to undertake all obligations as provided herein and the execution, performance and delivery of this Extension by Subdivider has been fully authorized by all requisite actions on the part of the Subdivider.

**b. No Conflict.** To the best of Subdivider's knowledge, Subdivider's execution, delivery and performance of its obligations under this Extension will not constitute a default or a breach under any contract, agreement or order to which the Subdivider is a party or by which it is bound.


**c. No Subdivider Bankruptcy.** Subdivider is not the subject of a bankruptcy proceeding.

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

CITY OF LANCASTER

SUBDIVIDER

By: \_\_\_\_\_  
City Engineer

  
\_\_\_\_\_  
(Signature)  
**Darius Fatakia, P.E.**  
**Vice President-Development**  
**Orange Division**  
\_\_\_\_\_  
(Office Held)

*BEAZER HOMES HOLDINGS CORP.*  
\_\_\_\_\_  
Partnership or Corporation  
represented, if applicable

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ALL SIGNATURES MUST BE ACKNOWLEDGED BY NOTARY

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of Orange

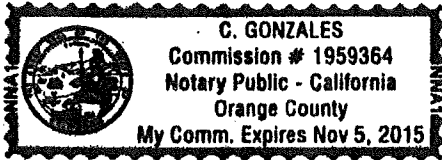
On December 22, 2011 before me, C. Gonzales  
Date Here Insert Name and Title of the Officer

personally appeared Darius Fitzkia  
Name(s) of Signer(s)

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.



Place Notary Seal Above

Signature: [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_