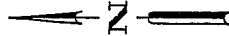


PARCEL MAP NO. 25489

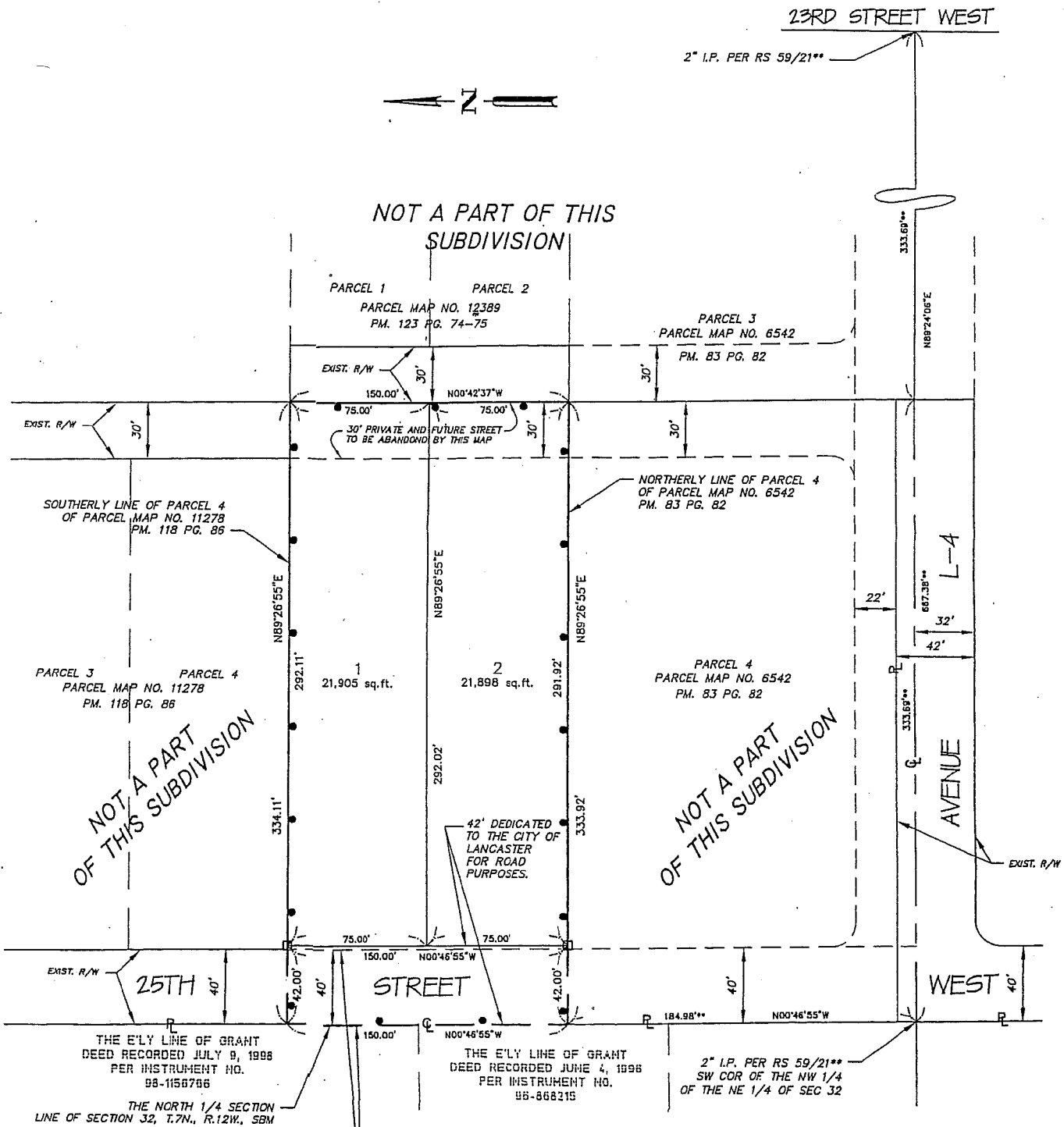
1.15 ACRES

23RD STREET WEST

2" I.P. PER RS 59/21**



NOT A PART OF THIS SUBDIVISION



NOT A PART OF THIS SUBDIVISION

NOT A PART OF THIS SUBDIVISION

NOT A PART OF THIS SUBDIVISION

40' DEDICATED TO SOUTHERN CALIFORNIA EDISON CO. BY DEED IN BOOK 27034 PAGE 69 O.R. FOR POLE LINES AND CONDUITS and 40' DEDICATED TO SOUTHERN CALIFORNIA GAS CO. BY DEED RECORDED AS INST. NO. 4003, O.R. FOR PIPE LINES and 40' DEDICATED TO GENERAL TELEPHONE COMPANY OF CALIFORNIA RECORDED AS INST. NO. 79-747859, O.R. FOR PUBLIC UTILITIES.

AMENDMENT TO UNDERTAKING AGREEMENT

(SUBDIVISION IMPROVEMENTS)

TRACT NO. _____ PARCEL MAP NO. 25489

THIS AMENDMENT made this 26th day of October, 2010 by and between the City of Lancaster, (the "City") and _____, (the "Subdivider").

RECITALS

A. The City approved Tentative Map 25489 on SEPT. 20, 1999 the "Tentative Map"), subject to certain conditions of approval set forth in Resolution No. 99-22, which conditions include construction of certain public improvements as set forth hereinbelow.

B. The City and Subdivider entered into that certain Undertaking Agreement dated Nov. 12, 2002 ("Agreement").

C. The Agreement requires Subdivider to complete all Work required thereunder on or before Nov. 12, 2004 ("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. 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. _____ Parcel Map No. 25489 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. _____, Tentative Tract Map No. 25489 Conditions List (Revised)" dated 9-20-99 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

PARCEL

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 October 26, 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.

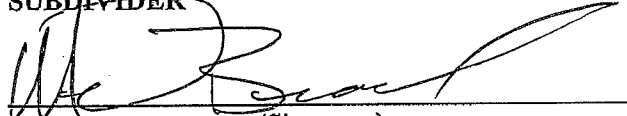
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

APPROVED:

CITY OF LANCASTER

By: _____
City Engineer

SUBDIVIDER



(Signature)

(Office Held)

Partnership or Corporation
represented, if applicable

APPROVED AS TO FORM:

By: _____
City Attorney

ALL SIGNATURES MUST BE ACKNOWLEDGED BY NOTARY

DPW0054-03/08

SEE ATTACHED ACKNOWLEDGMENT 9-21-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 9-21-2010 before me, DONNA FERRELL NOTARY PUBLIC

personally appeared MIKE BRADLEY

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 Donna Ferrell

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: _____

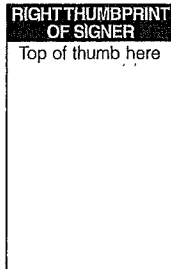
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

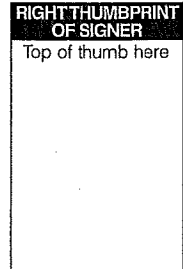
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____