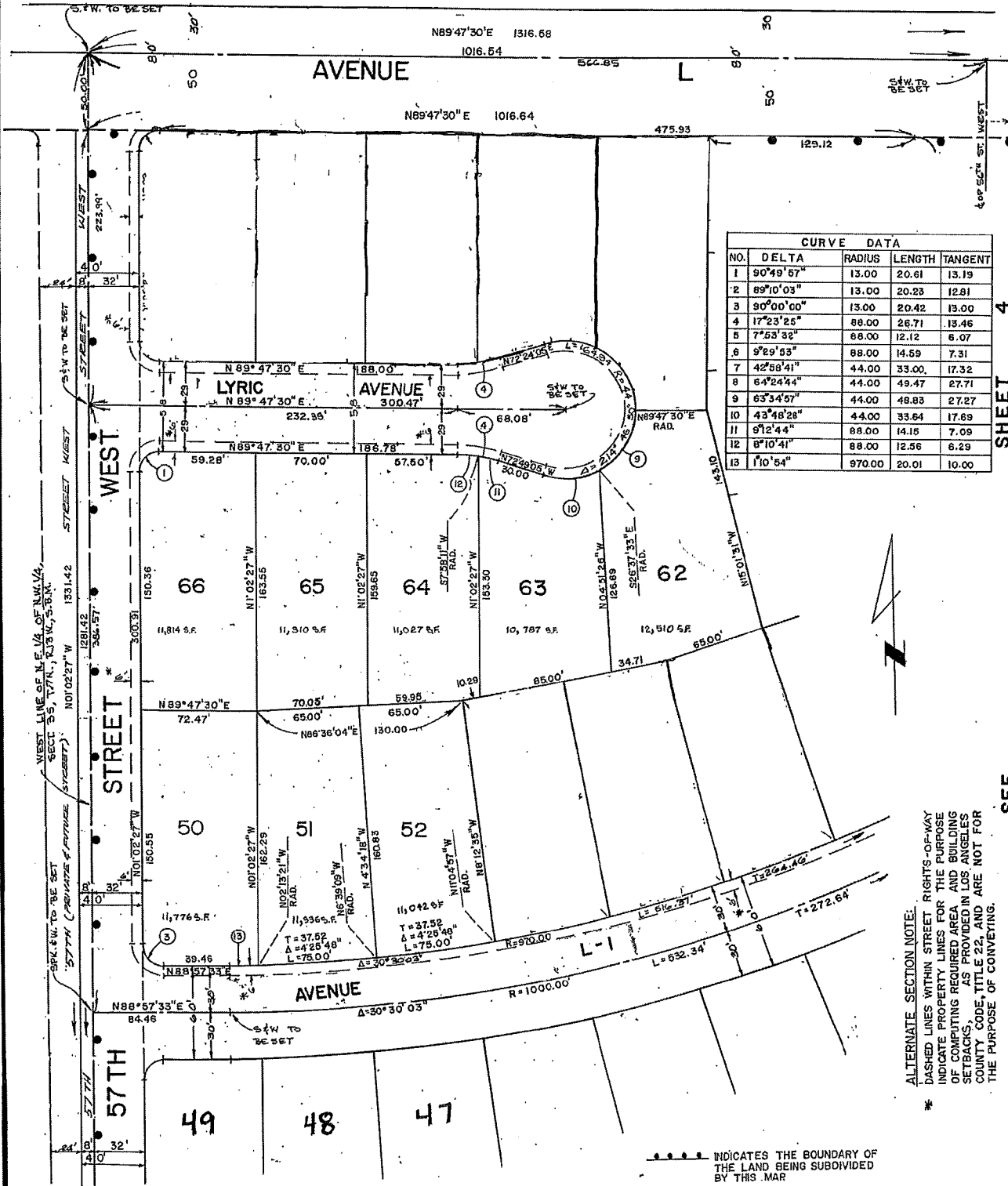


1113/87

SCALE: 1" = 40'

TRACT NO. 39910

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



| CURVE DATA | | | |
|------------|-----------|--------|----------------|
| NO. | DELTA | RADIUS | LENGTH TANGENT |
| 1 | 90°49'57" | 13.00 | 20.61 13.19 |
| 2 | 89°10'03" | 13.00 | 20.23 12.81 |
| 3 | 90°00'00" | 13.00 | 20.42 13.00 |
| 4 | 17°23'25" | 88.00 | 26.71 13.46 |
| 5 | 7°53'32" | 88.00 | 12.12 6.07 |
| 6 | 9°29'53" | 88.00 | 14.59 7.31 |
| 7 | 42°56'41" | 44.00 | 33.00 17.32 |
| 8 | 64°24'44" | 44.00 | 49.47 27.71 |
| 9 | 63°34'57" | 44.00 | 48.83 27.27 |
| 10 | 43°48'28" | 44.00 | 33.64 17.69 |
| 11 | 9°24'44" | 88.00 | 14.16 7.09 |
| 12 | 8°10'41" | 88.00 | 12.56 6.29 |
| 13 | 1°0'54" | 970.00 | 20.01 10.00 |

4 SHEET

SEE

ALTERNATE SECTION NOTE:
 * DASHED LINES WITHIN STREET RIGHTS-OF-WAY INDICATE PROPERTY LINES FOR THE PURPOSE OF COMPUTING REQUIRED AREA AND BUILDING SETBACKS. SETBACKS PROVIDED IN LOS ANGELES COUNTY CODE, TITLE 22, AND ARE NOT FOR THE PURPOSE OF CONVERTING.

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

SEE

SHEET

6

AMENDMENT TO UNDERTAKING AGREEMENT

(SUBDIVISION IMPROVEMENTS)

TRACT NO. 39910 PARCEL MAP NO. _____

THIS AMENDMENT made this _____ day of _____, 20__ by and between the City of Lancaster, (the “City”) and Robert Matta, (the Subdivider”).

R E C I T A L S

A. The City approved Tentative Map No. 39910 on September 2, 1988 (the “Tentative Map”), subject to certain conditions of approval set forth in Resolution No. N/A, which conditions include construction of certain public improvements as set forth hereinbelow.

B. The City and Subdivider entered into that certain Undertaking Agreement dated June 15, 2010 (“Agreement”).

C. The Agreement requires Subdivider to complete all Work required thereunder on or before June 15, 2012(“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 the 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 Map No. 39910, 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. N/A, Tentative Tract Map No. 39910 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 _____, 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.

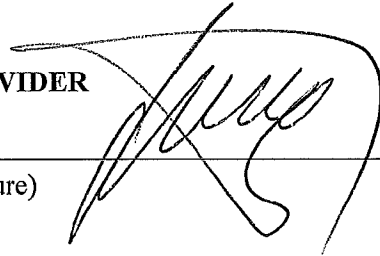
APPROVED:

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

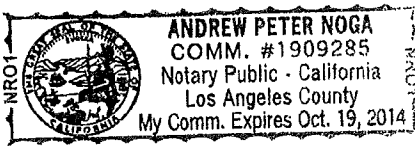
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 6/21/12 before me, ANDREW PETER NOGA, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared ROBERT MATTA
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.

Signature Andrew Peter Noga
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 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 _____

Date Commission Expires _____

Notary Identification Number _____
(For notaries commissioned after 1/01/1992)

Manufacturer/Vendor Identification Number _____
(For notaries commissioned after 1/01/1992)

Place of execution of this Declaration _____

Date _____
Signature _____

| |
|--|
| DESCRIPTION OF THE ATTACHED DOCUMENT |
| <u>AMENDMENT TO UNDERTAKING</u> (Title or description of attached document) |
| <u>AGREEMENT</u> (Title or description of attached document continued) |
| Number of Pages <u>2</u> Document Date <u>6/15/12</u> |
| <u>TM 39910</u> (Additional information) |

| |
|--|
| CAPACITY CLAIMED BY THE SIGNER |
| <input type="checkbox"/> Individual (s) |
| <input type="checkbox"/> Corporate Officer |
| _____ (Title) |
| <input type="checkbox"/> Partner(s) |
| <input type="checkbox"/> Attorney-in-Fact |
| <input type="checkbox"/> Trustee(s) |
| <input type="checkbox"/> Other _____ |