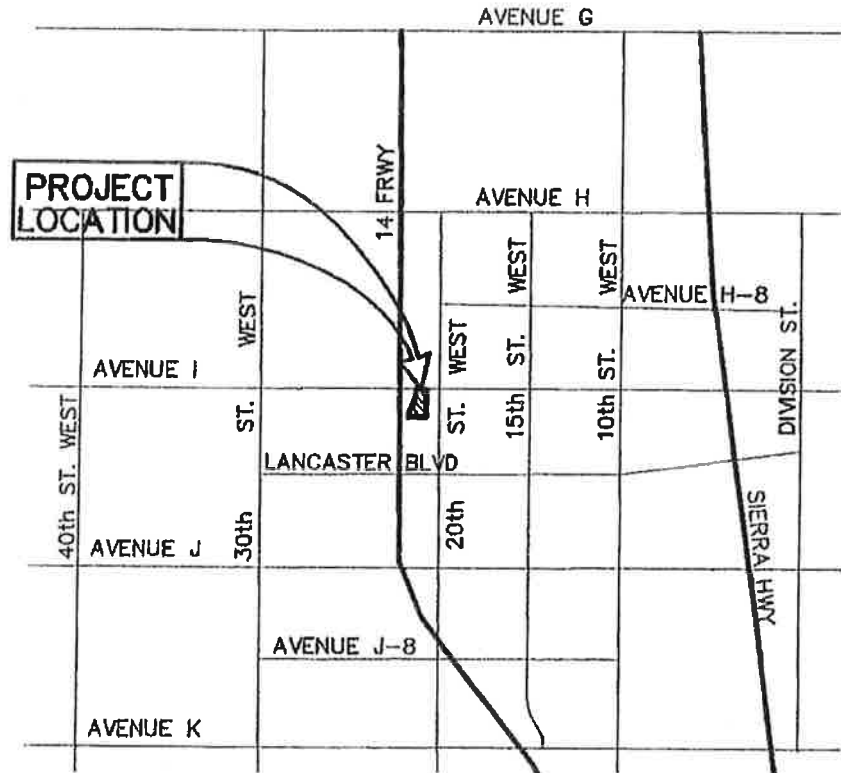


CUP 05-11



VICINITY MAP

SCALE: NTS



AMENDMENT TO UNDERTAKING AGREEMENT

(DEVELOPMENT IMPROVEMENTS)

CONDITIONAL USE PERMIT NO. 05-11

THIS AMENDMENT made this ____ day of _____, 2014, by and between the City of Lancaster, (the "City") and AVI MMK Management, Inc., (the Developer").

R E C I T A L S

A. The City approved Conditional Use Permit No. 05-11 on August 20, 2007 (the "Project."), subject to certain conditions of approval set forth in Resolution No. 07-35, which conditions include construction of certain public improvements as set forth herein below.

B. The City and Developer entered into that certain Undertaking Agreement dated October 9, 2013 ("Agreement").

C. The Agreement requires Developer to complete all Work required thereunder on or before October 9, 2014 ("Completion Date").

D. Developer desires to extend the Completion Date.

E. 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 Developer of Developer'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:

"Developer, at its sole cost and expense, will improve the water, streets and sewer 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 the resolution or resolutions of the Planning Commission and the City Council adopted in conjunction with the approval of the Project, 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 Project

Developer 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. Developer 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 Developer fail to act promptly in accordance with this requirement the City may, at its option, perform the necessary work and the Developer shall pay to the City the actual cost of such maintenance plus fifteen (15) percent.

2. Extension of Term.

Section 17 of the Agreement is amended and restated to provide as follows:

“Developer shall complete all of said Work on or before June 30, 2015, 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

DEVELOPER

By: City Engineer

Signature

Printed Name and Office Held

Partnership or Corporation represented, if applicable

APPROVED AS TO FORM:

By: City Attorney

ALL SIGNATURES MUST BE ACKNOWLEDGED BY NOTARY