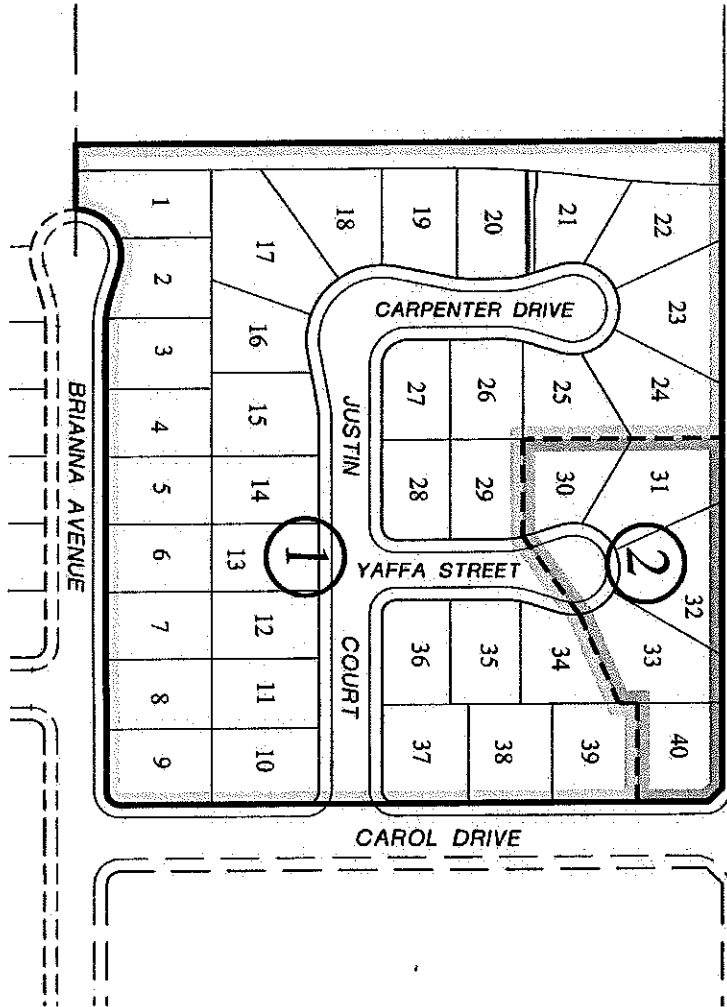


TRACT NO. 060943  
CITY OF LANCASTER

AVENUE K-8



**LEGEND**

PHASE NUMBER

- ① : LOTS 1-29, 34-39 RICHMOND AMERICAN HOMES
- ② : LOTS 30-33, 40 PLUM CANYON INVESTMENTS, LLC

**EXHIBIT "A"**

**CONVEYED AND RETAINED PROPERTY**

**AMENDMENT TO UNDERTAKING AGREEMENT  
(SUBDIVISION IMPROVEMENTS)**

**TRACT NO. 060943**

**THIS AMENDMENT** (this "Amendment") made this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between the City of Lancaster, (the "City") and Richmond American Homes of Maryland, Inc., (the "Subdivider").

**RECITALS**

**A.** The City approved Tentative Map 060943 on April 18, 2005 (the "Tentative Map"), subject to certain conditions of approval set forth in Resolution No. 05-17, which conditions include construction of certain public improvements as set forth therein.

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

**C.** The Agreement requires Subdivider to complete all Work required thereunder on or before May 9, 2008 ("Completion Date").

**D.** Subdivider has completed a portion of the Work required by the Agreement and has requested or intends to request that City accept the completed portion of the Work on a phased basis.

**E.** Subdivider has conveyed or will convey its interest in the portion of real property identified as phase number two (2) on Exhibit "A" hereto (the "Conveyed Property") upon which there remains Works to be completed by Plum Canyon Investments, LLC ("Plum Canyon"). Subdivider has retained ownership of the portion of real property identified as phase number one (1) on Exhibit "A" hereto (the "Retained Property") upon which Subdivider has or will timely complete all Work.

**F.** The primary purpose of this Amendment is to exclude from the Agreement that certain portion of Work relative to the Conveyed Property and to clarify that the Work relative to the Conveyed Property shall be the responsibility of Plum Canyon as set forth in that certain Undertaking Agreement dated as of August 6, 2008 and entered into by and between the City and Plum Canyon.

**G.** 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.** Subdivider's obligation to complete the Work as described in Section 1 of the Agreement shall be limited to Work that is required relative to the Retained Property. Subdivider shall have no obligation to complete the portion of Work that is related to the Conveyed Property.

**2. 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 Amendment conflicts with the Agreement, as previously amended, the terms of this Amendment shall control.

**3. Counterparts; and Facsimile/Electronic Signatures.** This Amendment 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 Amendment 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.

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

**5. 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.

**6. 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 Amendment 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 Amendment 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 Agreement to be executed as of the day and year first above written.

**APPROVED:**

**CITY OF LANCASTER**

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

**SUBDIVIDER**

  
\_\_\_\_\_  
(Signature)

*Director of Land*  
\_\_\_\_\_  
(Office Held)

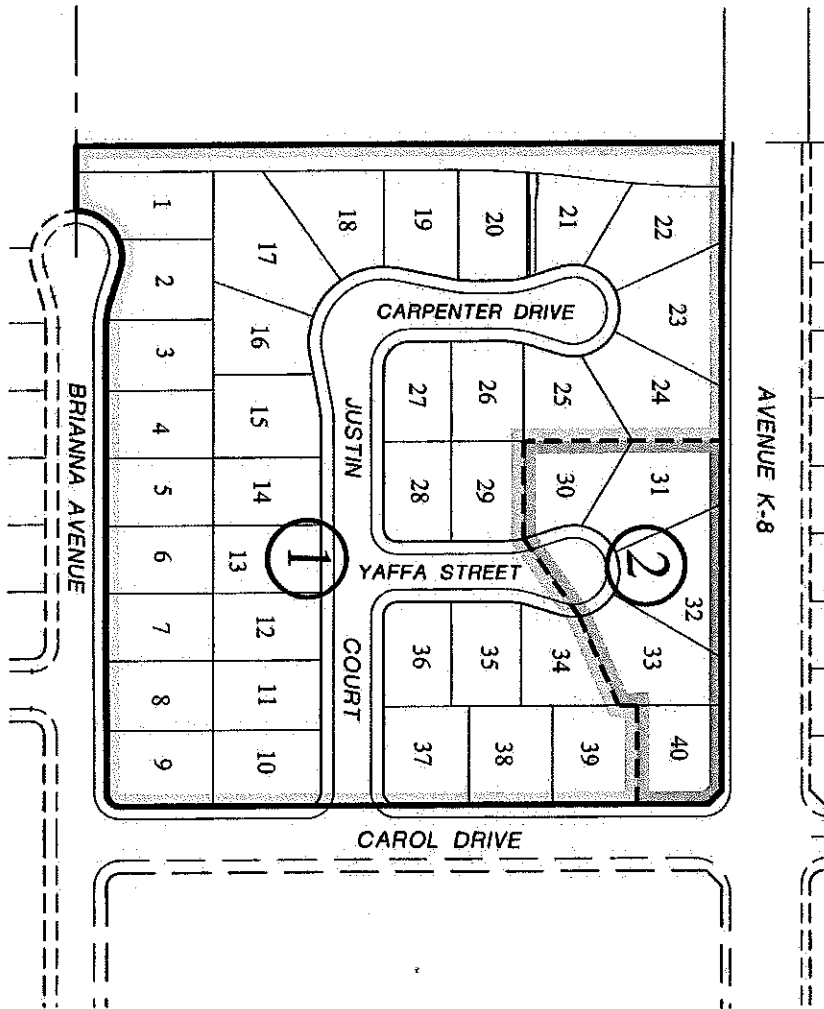
*Richmond American Homes of Maryland, Inc.*  
\_\_\_\_\_  
Partnership or Corporation  
represented, if applicable

**APPROVED AS TO FORM:**

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

**ALL SIGNATURES MUST BE ACKNOWLEDGED BY NOTARY**

TRACT NO. 060943  
CITY OF LANCASTER



**LEGEND**

PHASE NUMBER ① : LOTS 1-29, 34-39 RICHMOND AMERICAN HOMES

② : LOTS 30-33, 40 PLUM CANYON INVESTMENTS, LLC

NO SCALE

**EXHIBIT "A"**

**CONVEYED AND RETAINED PROPERTY**

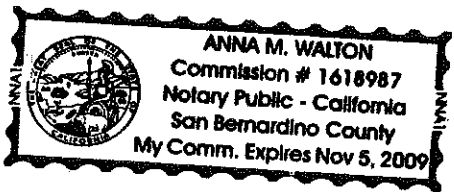
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange }

On 12-1-08 before me, Anna M. Walton, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Sondra Netzer  
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 Anna M. Walton  
Signature of Notary Public

Place Notary Seal Above

**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: Amendment to Undertaking Agreement Tract # 068943

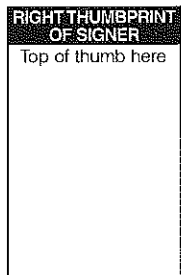
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

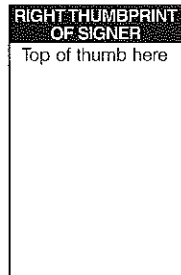
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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: \_\_\_\_\_