

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

Marion Cravens, General Manager
Rancho Murieta Community Services District
P. O. Box 1050
Rancho Murieta, CA 95683

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF

94 MAY -4 AM 8:48

[Signature]
COUNTY CLERK-RECORDER

AMENDMENT TO AGREEMENT FOR AVAILABILITY
AND USE OF RECLAIMED WATER

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THIS AMENDMENT is made and entered into on the date below between RANCHO MURIETA COMMUNITY SERVICES DISTRICT ("District"), RANCHO MURIETA COUNTRY CLUB ("RMCC"), RANCHO MURIETA PROPERTIES, INC. ("RMPI") and CBC BUILDERS, INC. ("CBC").

Recitals

A. On or about May 16, 1988, the parties entered into an Agreement For Availability and Use of Reclaimed Water (the "Agreement"), which is recorded in Book 880517 at Page 1871, of the Official Records of Sacramento County, California. Under the Agreement, the District agreed to provide, and RMCC agreed to take reclaimed wastewater for use on golf courses leased by RMCC from RMPI.

B. RMCC has made an application to the District that would permit reclaimed wastewater to be delivered to and stored at Bass Lake. Such reclaimed wastewater would then be used by RMCC to irrigate the golf courses leased by RMCC from RMPI.

C. Among other things, the District's approval of RMCC's application is subject to the amendment of the Agreement to reflect the delivery and storage of reclaimed wastewater in Bass Lake.

D. The parties now desire to amend the Agreement reflecting the above matters.

NOW, THEREFORE, the parties mutually agree to amend the Agreement as follows:

Agreement

1. Delivery and Storage of Reclaimed Wastewater in Bass Lake.
The Agreement is hereby amended to permit the District to deliver and store reclaimed wastewater in Bass Lake during the months of April through October, inclusive; subject to the limitation that the District, at the request of RMCC, shall endeavor to maintain the water in Bass Lake so that the level thereof below the crest elevations of the emergency spillway shall not be more than eighteen (18) inches. Such reclaimed wastewater shall be used for irrigation purposes, as provided in the Agreement.

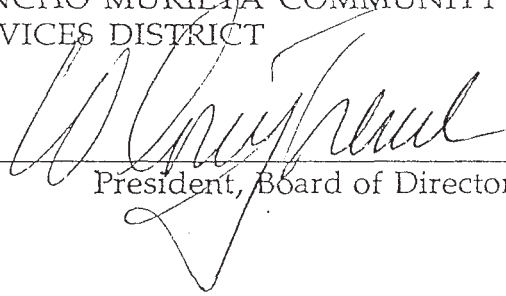
2. Amended Exhibit C. Exhibit C of the Agreement, captioned Reclaimed Wastewater & Raw Water Delivery Systems Operation and Maintenance Responsibility Matrix, is hereby amended and replaced in its entirety with Exhibit C attached hereto and incorporated herein by this reference.

3. Entire Agreement. This amendment represents the entire agreement of the parties with respect to the matters described herein, and except as specifically amended herein, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives on this 9th day of December, 1992.

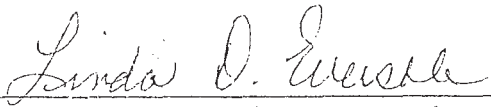
RANCHO MURIETA COMMUNITY
SERVICES DISTRICT

By _____


President, Board of Directors

ATTEST:

By _____


Secretary, Board of Directors of Rancho
Murieta Community Services District

--AND--

RANCHO MURIETA COUNTRY CLUB

By: _____
Its: _____

RANCHO MURIETA PROPERTIES, INC.

By: *Eric J. Talbot*
Its: VICE-PRESIDENT

CBC BUILDERS, INC.

By: *Eric J. Talbot*
Its: VICE-PRESIDENT

STATE OF CALIFORNIA)
) ss
COUNTY OF SACRAMENTO)

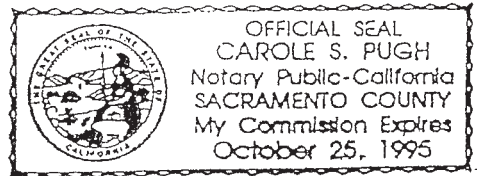
On December^{c.s.p.}, 1992, before me the undersigned, a notary public, personally appeared W. Corey Trunch and _____,

- () personally known to me, or
- () proved to me on the basis of satisfactory evidence

to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Carole S. Pugh*



STATE OF CALIFORNIA)
) ss
COUNTY OF SACRAMENTO)

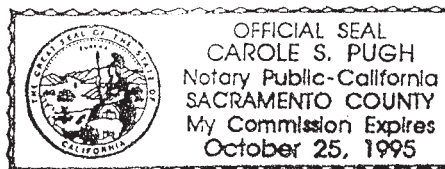
On December 9, 1992, before me the undersigned, a notary public,
personally appeared W. Corey Trench

() personally known to me, or
() proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and
that by his signature on the instrument the person, or the entity upon behalf
of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Carole S. Pugh



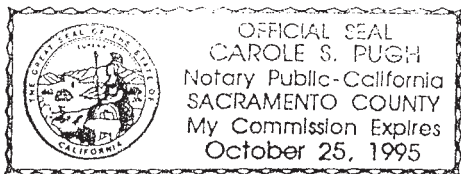
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California }
County of Sacramento }

On Feb. 13, 1993 before me, Carole S. Pugh, Notary Public,
DATE NAME, TITLE OF OFFICE - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared Erik J. Tallstrom, R.M.P.I. - Vice President,
NAME(S) OF SIGNER(S)

personally known to me - OR - 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 ac-
knowledged 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.



WITNESS my hand and official seal.

Carole S. Pugh
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to
fill in the data below, doing so may prove
invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
Vice-President
TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law,
it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Amendment to agreement for
availability and use of reclaimed water
NUMBER OF PAGES 5 DATE OF DOCUMENT No Date
SIGNER(S) OTHER THAN NAMED ABOVE RMCC, Signatures

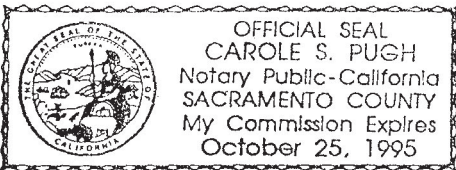
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
County of Sacramento

On Feb. 12, 1993 before me, Carole S. Pugh, Notary Public,
DATE NAME, TITLE OF OFFICER (E.G., "JANE DOE, NOTARY PUBLIC")
personally appeared Erik J. Tallstrom, CBC Builders, V.P.
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.



WITNESS my hand and official seal.

Carole S. Pugh
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
Vice-President
TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

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TITLE OR TYPE OF DOCUMENT Amendment to Agreement for Availability and Use of Reclaimed Water
NUMBER OF PAGES 5 DATE OF DOCUMENT No Date

Though the data requested here is not required by law, could prevent fraudulent reattachment of this form.

SIGNER(S) OTHER THAN NAMED ABOVE RMCC, Signature

EXHIBIT C
RECLAIMED WASTEWATER & RAW WATER DELIVERY SYSTEMS
OPERATION AND MAINTENANCE
RESPONSIBILITY MATRIX

No.	Facility	A. TYPE		B. OWNERSHIP		C. OPERATION AND MAINTENANCE		D. COST OF O & M		E. WATER QUALITY		F. POINT OF SERVICE	G. REMARKS
		Reclaimed Wastewater	Raw Water	District	Non District	District	Non District	District	Non District	District	Non District		
1	Reclaimed Wastewater Equalization Pond	0		0		0		0		0		n/a	Pond level controlled by District
2	Equalization Pond-Lakes 16/17 (South Course) Pipeline	0		0		0		4	4	0		Pipeline Discharge Structure at Lake 16	
3	Lake 10-16/17 (South Course) Transfer Pipeline	0	0		RMPI		RMCC		RMCC		RMCC	n/a	Lake level controlled by RMCC via Adjustable Probes and transfer pumps
4	Lakes 10 & 16/17 (South Course)	0	0		RMPI		RMCC		RMCC		RMCC	n/a	Lake level controlled by RMCC via Adjustable Probes and Transfer Pumps
5	North Course Irrigation System	0	0		RMPI		RMCC		RMCC		RMCC	n/a	
6	South Course Irrigation System	0	0		RMPI		RMCC		RMCC		RMCC	n/a	
7	North Course Pumps at Equalization Pond	0		0		0			RMCC	0		Pump Station Intake Structure at Equalization Pond	Pumps controlled by Irrigation System
8	North Course Treated Effluent Force Main (Wastewater treatment plant to Yellow Bridge)	0		0		0		4	4	0		North Course Side of PRV near Yellow Bridge	
9	Bass Lake River Pump and Pipeline to Bass Lake		0		RMPI	0		6		0		Pipeline Discharge Structure at Bass Lake	Water quality dictated by Cosumnes River quality

No.	Facility	A. TYPE		B. OWNERSHIP		C. OPERATION AND MAINTENANCE		D. COST OF O&M		E. WATER QUALITY		F. POINT OF SERVICE	G. REMARKS
		Reclaimed Wastewater	Raw Water	District	Non District	District	Non District	District	Non District	District	Non District		
10	Bass Lake Pipeline/Lake Clementia - Lake 10 Pipeline Inter tie		0		RMPI	0		6		0		Lake Clementia - Lake 10 Pipeline Inter tie	Water quality dictated by Cosumnes River quality
11	Bass Lake	0	0	1		1		1		1		n/a	Lake level controlled by District upon request of RMCC
12	Bass Lake Irrigation Pump Station	0	0		RMPI		RMCC		RMCC		RMCC	Pump Station Intake Line	Pumps controlled by Irrigation System
13	Cosumnes Irrigation Association System		0	2		2		2		2		n/a	System includes Granlees Dam, CLA Ditch; Pipelines & Appurtenances
14	Laguna Joaquin		0	1		1		1		1		n/a	Lake level controlled by District
15	Laguna Joaquin Pump Station		0		RMPI		5		5		5	Pump Station Intake Line	Pumps controlled by Irrigation System
16	River Pump at Old Bridge		0		RMPI		RMCC		RMCC		RMCC	n/a	Water quality dictated by Cosumnes River quality
17	Lake Clementia		0	3		3		3		3		n/a	Lake level controlled by District
18	Lake Clementia-Lake 10 (South Course) Pipeline		0	0		0		4	4	0		Pipeline Discharge Structure at Lake 10	
19	North Course Treated Effluent Force Main (Yellow Bridge to Bass Lake)	0			RMPI		RMCC		0	0		North Course side of PRV near Yellow Bridge	

Footnotes:

1. Bass Lake and Laguna Joaquin are owned by Rancho Murieta Association (RMA), but the District has an Easement for Operation and Maintenance of the lakes. District is responsible for water quality and control of aquatic growth and for maintaining the water level in the lakes. The District recovers its cost for operation and maintenance by direct billing to its customers.
2. The system is owned by the Cosumnes Irrigation Association (CIA), but the District is authorized by the CIA to operate and maintain the facilities. The District charges CIA for its expenses and CIA in turn prorates this expense to its members on a benefit basis. Since the District is a member of CIA, the District in turn bills its customers for their respective share of these expenses. Water quality in CIA system is dictated by Cosumnes River quality.
3. Lake Clementia is owned by RMA, but the District has an easement from RMA for operation and maintenance of the lake. The District is responsible for maintaining water level within limits of water rights, water quality and control of aquatic growth below the high water line of the lake and for maintenance and control of vegetation above the high water line of the lake. The District recovers its cost for diversion, storage and release of water by meter charges to its customers.
4. District and RMCC agree to share the Operation and Maintenance costs of these facilities on a 50/50 basis.
5. RMCC and RMA will share the responsibilities and costs on a mutually agreeable pro rata basis.
6. The District recovers its cost for operation and maintenance of this facility by direct billing to its customers.