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[Signature]
COUNTY CLERK-RECORDER

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

AMENDMENT TO EASEMENT AGREEMENT

NO
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THIS AMENDMENT is made and entered into on the date below between RANCHO MURIETA COMMUNITY SERVICES DISTRICT (district) and RANCHO MURIETA ASSOCIATION, a non profit homeowners' association (RMA).

Recitals

A. On November 22, 1987, the District and RMA entered into an Easement Agreement (the "Agreement"), which is recorded in Book 881222 at Page 2036, et seq., of the Official Records of Sacramento County, California. Under the Agreement, RMA granted to the District an easement to use certain lakes (including Bass Lake) and reservoirs for the purpose of water storage and irrigation.

B. Rancho Murieta Country Club ("RMCC") has made an application to the District that would permit reclaimed wastewater to be delivered to and stored at Bass Lake. The District intends to grant an exclusive right to use the reclaimed wastewater stored in Bass Lake to RMCC and RMPI. Such reclaimed wastewater would then be used by RMCC to irrigate golf courses leased by RMCC pursuant to a lease with Rancho Murieta Properties, Inc ("RMPI"). Among other things, the District's approval of RMCC's application is subject to the amendment of the Agreement to permit the delivery and storage of reclaimed wastewater in Bass Lake.

C. The District and RMA now desire to amend the Agreement to permit such use.

D. All capitalized terms used herein not otherwise defined shall have the same meaning ascribed to them in the Agreement.

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

AGREEMENT

1. Storage of reclaimed wastewater in Bass Lake Section 2 (a) of the Agreement is hereby amended to expressly grant the District the right to make use of Bass Lake to store and impound reclaimed wastewater in Bass Lake during the months of April through October, inclusive. RMCC, RMPI, and/or the successor of any such entity shall use such stored and impounded reclaimed wastewater for irrigation purposes only on the golf courses referred to in Recital B.

2. Compliance With Governmental Requirements The following subparagraph 4(d) is added to the Agreement.

(d) District shall be responsible for compliance with all governmental ordinances, rules, and regulations relating to the storage and/or impounding of reclaimed wastewater in Bass Lake including, without limitation, any requirements relating to the posting of Bass Lake to warn individuals that the Lake should not be used for swimming or other water contact activities and any requirements relating to water quality testing and reporting.

3. Environmental/Hazardous Substance Indemnities The following subparagraph 7 (a) (i) (c) is added to the Agreement:

;or (c) the presence, of any hazardous substance of any kind arising from the District's storage and impounding of reclaimed water in Bass Lake, whether into the air, soil, waters of, or contained in, Bass Lake, groundwater, or any pavement, structures, fixtures, or other portions of any real property surrounding Bass Lake.

At the end of subparagraph 7 (a) the following new paragraph shall be added:

The District's indemnification set forth in subparagraph 7 (a) (i) (c), above, shall specifically cover costs, incurred in connection with any investigation or monitoring of the site conditions at Bass Lake, or any cleanup, remedial, removal, or restoration work required or performed by any federal, state, or local governmental agency or political subdivision or performed by any non-governmental entity or person because of the presence, or of a hazardous substance in the air, soil, surface water, or groundwater at or around Bass Lake (collective, "cleanup work").

Any required cleanup work will be performed by the District or its agents on behalf of the District. The District will obtain all necessary licenses, manifests, permits, and approvals to perform any required cleanup work and such work shall be performed in accordance with all applicable laws.

4. Entire Agreement This amendment represents the entire agreement of the parties with respect to the matters described herein, and except as specifically amended hereby, 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 21 day of September 1993.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

By Marion C. Cranew
Title: General Manager
Date: August 19, 1993

RANCHO MURIETA ASSOCIATION

By: [Signature]
Title: PRESIDENT
Date: Sept 21, 1993

STATE OF CALIFORNIA
COUNTY OF Sacramento

On September 21, 1993 before me, Peterecia J. Johns, personally appeared Robert Ling, personally known to me (~~or proved on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed in 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

Peterecia J. Johns
Notary public in and for said State.

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.
Cowdery's Form No. 10G — ACKNOWLEDGMENT — General (Civil Code 1189(a)) (Revised 1/93)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

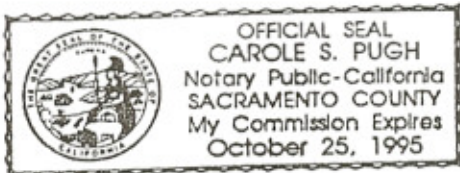
No. 519

State of California
County of Sacramento

On Aug. 19, 1993 before me, Carole S. Pugh Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared Marion C. Crews
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)
- 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:

TITLE OR TYPE OF DOCUMENT Amendment to Easement Agreement

NUMBER OF PAGES 3 DATE OF DOCUMENT _____

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

SIGNER(S) OTHER THAN NAMED ABOVE _____