



Sacramento County Recording
Craig A Kramer, Clerk/Recorder
BOOK **20071109** PAGE **0192**

RECORDING REQUESTED BY

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

Check Number 8831
Friday, NOV 09, 2007 8:21:09 AM
Ttl Pd \$27.00 Nbr-0005147626

AND WHEN RECORDED MAIL TO

Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, CA 95683

TMH/74/1-7

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SECOND AMENDMENT TO EASEMENT AGREEMENT

This Second Amendment to Easement Agreement ("Second Amendment") is made as of OCTOBER 1st, 2007, by and between **RANCHO MURIETA ASSOCIATION**, a California nonprofit mutual benefit corporation ("RMA"), and **RANCHO MURIETA COMMUNITY SERVICES DISTRICT**, a public entity chartered under California Government Code section 61000 et seq. ("District").

RECITALS

A. RMA and DISTRICT executed a document entitled "EASEMENT AGREEMENT" made and entered into on November 22, 1987, with regard to certain matters more particularly described herein, and recorded on December 22, 1987, in Book 87-1222, Page 2036 and on February 2, 1988 in Book 88-0202, Page 1258 of the Official Records of the County of Sacramento ("Easement Agreement").

B. District maintains an easement interest in the real property described in the Easement Agreement that is owned by RMA, a legal description of which is attached hereto as Exhibit A, and incorporated by this reference. The Easement Agreement grants the District the right to utilize certain lakes and reservoirs owned by RMA for the storage and impoundment of water supplied by the District. Among the lakes owned by RMA and subject to the Easement Agreement is what is commonly known as Bass Lake. Bass Lake is located on Assessor's Parcel No. 073-0190-004. The Easement Agreement further provides that District shall operate the dams and reservoirs, including Bass Lake, and regulate the water levels therein. The Easement Agreement further provides that "The District shall endeavor to maintain the water in the lakes so that the levels thereof below the crest elevations of the emergency spillway shall not be more than eighteen (18) inches."

C. On September 21, 1993, RMA and District entered into an "Amendment to Easement Agreement," recorded on May 4, 1994, in Book 940504, Page 872 of the Official Records of the County of Sacramento, by which the Easement Agreement was

amended to allow CSD to deliver reclaimed wastewater to, and store reclaimed wastewater in, Bass Lake during the months of April through October.

D. The parties hereto now desire to amend the terms of the Easement Agreement and the Amendment to Easement Agreement in accordance with the terms and conditions of this Second Amendment.

NOW THEREFORE, in consideration of the foregoing and the mutual covenant contained herein, the Parties agree as follows:

AGREEMENT

1. The last sentence of paragraph (b) of Section 2 of the Easement Agreement, which states, "The District shall endeavor to maintain the water in the lakes so that the levels thereof below the crest elevations of the emergency spillway shall not be more than eighteen (18) inches" is hereby deleted in its entirety.

2. Except as modified by the Amendment to Easement Agreement and this Second Amendment, the Easement Agreement shall remain in full force and effect, and is hereby ratified and affirmed.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of September ____, 2007.

GRANTOR:

RANCHO MURIETA ASSOCIATION,
a California nonprofit mutual benefit corporation

Dated: 10/10, 2007

By: *Arak Pongul*

Title: PRESIDENT

GRANTEE:

RANCHO MURIETA COMMUNITY SERVICES
DISTRICT
a public entity chartered under California
Government Code section 61000 et seq

Dated: 10-1-, 2007

By: *Wayne W. Kuntz*

Title: BOARD PRESIDENT

10-25-2007

Wayne W. Kuntz

ACCEPTANCE

This is to certify that the interest in real property conveyed in this Second Amendment dated OCTOBER 1st, 2007, from Rancho Murieta Association, a California nonprofit mutual benefit corporation, to Rancho Murieta Community Services District, a public entity chartered under California Government Code section 61000 et seq., is hereby accepted and that Rancho Murieta Community Services District accepts and agrees to all of the terms and conditions of said Second Amendment pursuant to the authority conferred by Resolution ~~_____~~ adopted on 10/1, 2007.

RANCHO MURIETA
COMMUNITY SERVICES
DISTRICT, a California community
services district

By: Wayne W. Kuntz

Its: BOARD PRESIDENT

10-25-2007 Wayne W. Kuntz

EXHIBIT A

The land referred to herein below is situated in the unincorporated area of the County of Sacramento, State of California and is described as follows:

Parcel 5, as shown on the map entitled "Parcel Map of Rancho Murieta" filed in the office of the County Recorder of Sacramento County, State of California, on June 11, 1973 in Book 12 of Parcel Maps, at Page 47.

APN: 073-0190-004-0000

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Sacramento } ss.

On October 25, 2007 before me, Colleen Hagyard, Notary Public
Date Name and Title of Officer (e.g., "Jané Doe, Notary Public")
personally appeared Jack Cooper
Name(s) of Signer(s)

- personally known to me
- 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.

Colleen Hagyard
Signature of Notary Public

OPTIONAL

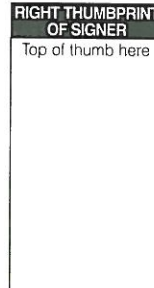
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Second Amendment to Easement Agreement
Document Date: October 1, 2007 Number of Pages: 4
Signer(s) Other Than Named Above: Wayne W. Kuntz

Capacity(ies) Claimed by Signer

Signer's Name: Jack Cooper
 Individual
 Corporate Officer — Title(s): President
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: Rancho Murietta Association

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Sacramento } ss.

On October 25, 2007 before me, Colleen Hagyard Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Wayne W Kuntz
Name(s) of Signer(s)

- personally known to me
- 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.

Colleen Hagyard
Signature of Notary Public

OPTIONAL

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Signer(s) Other Than Named Above: Jack Cooper

Capacity(ies) Claimed by Signer

Signer's Name: Wayne W. Kuntz

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

Signer Is Representing: Rancho Murietta Community Services District

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Sacramento } ss.

On October 25, 2007 before me, Colleen Hagyard Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Wayne W. Kuntz
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OPTIONAL

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Description of Attached Document

Title or Type of Document: Second Amendment to Easement Agreement / Acceptance
Document Date: October 1, 2007 Number of Pages: 4
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: Wayne W. Kuntz
 Individual
 Corporate Officer — Title(s): President
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: Rancho Murietta Community Services District

