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OFFICIAL RECORDS  
SACRAMENTO COUNTY, CALIF.

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*John Russell Smith*  
COUNTY CLERK-RECORDER

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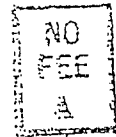
Rancho Murieta Community  
Services District

When Recorded Return To:

Rancho Murieta Community  
Services District  
P. O. Box 1050  
Rancho Murieta, California 95683

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AGREEMENT FOR AVAILABILITY AND USE  
OF RECLAIMED WASTEWATER



THIS AGREEMENT is made and entered into on the date below written by and between Rancho Murieta Community Services District (hereafter "District"), Rancho Murieta Country Club (hereafter "RMCC"), Rancho Murieta Properties, Inc. (hereafter "RMPI") and CBC Builders, Inc. (hereafter "CBC").

WHEREAS, the State Water Resources Control Board, in granting Application 23416, Permit 16762 for use of water from the Cosumnes River for the Rancho Murieta Project has conditioned the permit to require the use of reclaimed wastewater for irrigation purposes (par. 3, page 38, Order WR 79-13, dated June 7, 1979); and

WHEREAS, the California Regional Water Control Board, Central Valley Region, by its Order No. 82-052, dated May 28, 1982, and superseded by Order No. 86-161, dated August 8, 1986, (Order No. 86-161 is attached as Exhibit A and incorporated herein), establishing Waste Discharge Requirements for the Rancho Murieta Project, prohibits the direct discharge of

1 treated or untreated wastes to surface waters or surface water  
 2 drainage courses; and further requires that reclaimed wastewater  
 3 shall remain within the disposal areas designated by the Central  
 4 Valley Regional Water Quality Control Board ("Regional Board"),  
 5 and those disposal areas currently include those areas listed in  
 6 Exhibit A: the North Golf course, the South Golf Course, the  
 7 treatment plant and storage pond area, the proposed Rancho  
 8 Murieta Homeowners' Association corporation yard, and the  
 9 proposed community park, as identified on Exhibit B attached  
 10 hereto and incorporated herein; and

11 WHEREAS, the Board of Supervisors of the County of  
 12 Sacramento in adopting the Ordinance for the Rancho Murieta  
 13 Planned Development, limited the total number of dwelling units  
 14 in the Rancho Murieta Project to 5,000 dwelling units and 209  
 15 Mobile Homes (Ord. No. 73-PD-2, Section 17(a), dated May 30,  
 16 1973), which said Ordinance was subsequently revised to limit  
 17 the project to 5,000 dwelling units and 189 Mobile Home lots;  
 18 and

19 WHEREAS, RMPI, through Raymond Vail and Associates,  
 20 Engineers for the Rancho Murieta Project, prepared the Rancho  
 21 Murieta Wastewater Disposal Program (April 1981) and as  
 22 subsequently amended, identified the North and South Golf  
 23 Courses, the future Rancho Murieta Community Park and the future  
 24 Homeowners' Association Corporation Yard as wastewater disposal  
 25 sites; and

26 WHEREAS, the Board of Supervisors of the County of  
 27 Sacramento approved a Special Use Permit dated December 10,  
 28 1981, granting permission to use Assessor's Parcel Nos.

1 073-180-10 and 11 to relocate the wastewater treatment  
 2 facilities subject to, among other conditions, the condition  
 3 (No. 10) that the primary use of the recycled water shall be for  
 4 watering golf courses; and

5 WHEREAS, construction of the Wastewater Treatment  
 6 Plant located on the South side of Highway 16, about 3,000 feet  
 7 southeast of the Cosumnes River, is now completed, and it is now  
 8 necessary that arrangements for disposal of reclaimed wastewater  
 9 on the North and South Golf Courses and other lands be  
 10 formalized to accommodate continuing disposal of reclaimed  
 11 wastewater; and

12 WHEREAS, RMCC leases from RMPI much of the land which  
 13 the Regional Board has designated as disposal areas;

14 NOW, THEREFORE, District, RMCC, RMPI and CBC hereby  
 15 agree as follows:

16 ARTICLE ONE - PURPOSE

17 (a) District agrees to make the reclaimed wastewater  
 18 from Rancho Murieta available to those lands designated by the  
 19 Regional Board as disposal areas for the District's reclaimed  
 20 wastewater and District agrees to allow those disposal areas to  
 21 be used for those uses approved by the Regional Board and  
 22 permissible under applicable federal, state, local and District  
 23 laws, rules and regulations, as amended from time to time.  
 24 RMPI, RMCC and CBC each agree on behalf both of themselves, and  
 25 of any of their successors-in-interest, assigns or lessees, to  
 26 be bound to take and use such reclaimed wastewater under the  
 27 following terms of this Agreement.

28 (b) Responsible Party

1 Prior to the delivery of wastewater to a disposal  
2 site, the owner or owners, and any lessee or licensee of that  
3 disposal area shall agree among themselves, subject to the  
4 District's written approval, which of them shall be designated  
5 the individual or entity responsible for performance of the  
6 reclaimed wastewater user's obligations required under this  
7 Agreement that pertain to delivery of reclaimed wastewater to  
8 that disposal area. This individual or entity shall be known as  
9 the "Responsible Party." If there is no lessee, licensee or  
10 co-owner of a disposal area, the sole owner shall automatically  
11 be considered the Responsible Party.

12 The Responsible Party shall promptly notify the  
13 District in writing of its designation. Such notice shall be  
14 given no later than five (5) business days after such  
15 designation. In the event that the owner and any lessee or  
16 licensee fail to agree upon or designate the Responsible Party,  
17 or notify the District within the five (5) business day period,  
18 the District shall have the right to select the Responsible  
19 Party.

20 RMPI and CBC warrant that RMPI currently owns --  
21 either directly or through RMPI's wholly owned subsidiary, CBC  
22 -- all of the disposal areas identified in Exhibits A and B  
23 that are not owned by the District with the exception of the  
24 Driving Range portion of the North Golf Course. RMPI leases to  
25 RMCC many of these disposal areas. RMPI, CBC and RMCC hereby  
26 designate the following Responsible Parties for the five initial  
27 non-District owned disposal areas hereinafter designated "Golf  
28 Courses and Lands":

	<u>Disposal Area</u>	<u>General Location</u>	<u>Responsible Party</u>
1			
2	1. North Golf Course & Driving Range	Section 3, T.7 N., R.8 E. & Sections 34 & 35, T.8 N., R.8 E., M.D.M.	RMCC
3			
4	2. South Golf Course	Sections 2 & 3, T.7 N., R. 8 E., M.D.M.	RMCC
5			
6	3. Proposed Rancho Murieta Home-owner's Association Corporation Yard	Section 3, T. 7 N., R. 8 E., M.D.M.	RMPI
7			
8	4. Proposed Community Park	Section 35, T. 8 N., R. 8 E., M.D.M.	RMPI
9			
10	5. Proposed Third Golf Course	Sections 34 & 35, T. 8 N., R. 8 E., M.D.M.	RMPI

11 In the event of the assignment of any interest in a disposal  
 12 area by a Responsible Party, that assignor and assignee shall  
 13 notify the District as to any change in the identity of the  
 14 Responsible Party. Such notice shall be delivered to the  
 15 District in writing within five (5) business days of the  
 16 assignment.

17  
 18 ARTICLE TWO - AVAILABILITY AND USE OF RECLAIMED  
 19 WASTEWATER

20 (a) District does not guarantee the quantity of  
 21 reclaimed wastewater which it will make available to RMPI and  
 22 RMCC or other Responsible Party. However, if wastewater  
 23 generated from the Rancho Murieta Wastewater Treatment Plant is  
 24 inadequate to meet the irrigation needs of a Responsible Party  
 25 on the Golf Courses and Lands, District agrees to deliver and  
 26 supply to the Responsible Party additional raw water sufficient  
 27 to meet that Responsible Party's additional reasonable  
 28 irrigation needs on such Golf Courses and Lands, provided that

OSICK, MOSKOVITZ,  
 EDELIANS & GIRARD  
 PROFESSIONAL CORPORATION  
 ATTORNEYS AT LAW  
 700 S. STREET, SUITE 1200  
 SANTA ANA, CALIFORNIA 92704-2263  
 TELEPHONE (714) 444-8920  
 FACSIMILE (714) 444-8818

1 such withdrawals do not impair District's ability either to  
2 provide water to its customers or to operate, maintain, and  
3 implement sound water management procedures.

4 (b) Each Responsible Party agrees to take, up to the  
5 amount it can beneficially use on those Golf Courses and Lands  
6 for which it is a Responsible Party, all the reclaimed  
7 wastewater which District makes available to it.

8 (c) During the term of this Agreement, unless  
9 otherwise agreed in writing, the Responsible Party shall advise  
10 District not less than five (5) days in advance of its need to  
11 take reclaimed wastewater and District shall advise the  
12 Responsible Party not less than fifteen (15) days in advance of  
13 its need to deliver reclaimed wastewater to Golf Courses and  
14 Lands.

15 (d) RMPI and RMCC agree that District may make  
16 reclaimed wastewater available to others; provided that  
17 District, with concurrence of RMPI and RMCC, shall first  
18 determine that such water use by others does not infringe upon  
19 the satisfaction of the reasonable needs and requirements of  
20 RMPI and RMCC for use of water on the Golf Courses and Lands.

21 (e) RMPI, CBC and RMCC agree for themselves and for  
22 any future Responsible Party that the District will not incur or  
23 bear any of the capital costs of any necessary extension of the  
24 disposal systems on the Golf Courses and Lands. Such capital  
25 costs shall include such items as any pumps, pipes, storage  
26 ponds, irrigation sprinklers, or other such equipment or  
27 facilities used to bring or apply water from the District's  
28

1 point of delivery to the Golf Courses and Lands. RMPI and CBC  
2 agree to complete, at their expense, the reclaimed wastewater  
3 delivery and distribution systems necessary to distribute  
4 reclaimed wastewater to the Golf Courses and Lands.

5 (f) RMPI, CBC, RMCC and other Responsible Parties  
6 and District mutually agree that the North Golf Course,  
7 including its driving range, and the South Golf Course shall  
8 have first and equal priority to the use of reclaimed wastewater  
9 to satisfy their reasonable irrigation needs. RMPI, CBC, RMCC  
10 and other Responsible Parties and District further mutually  
11 agree that, in the event that the proposed Third Golf Course is  
12 developed, the three golf courses, including associated driving  
13 ranges and appurtenant facilities, shall have first and equal  
14 priority to the use of reclaimed wastewater to satisfy their  
15 reasonable irrigation needs. Provided that if the District,  
16 RMPI and RMCC agree that another source of water is available to  
17 any portion of any of said golf courses, and is less expensive  
18 to the Responsible Party who will be using that water, then,  
19 subject to the provisions of Article Twelve and subject to  
20 compliance with SWRCB requirements on the District's water  
21 rights, there shall be no obligation that such portion of such  
22 golf course be irrigated with wastewater.

23 ARTICLE THREE - FEES AND EXPENSES

24 (a) The Responsible Party agrees to pay District,  
25 upon District's written request for payment, the costs and  
26 expenses of delivering reclaimed wastewater to Responsible Party  
27 and to those portions of Golf Courses and Lands for which that  
28

1 Party is responsible. The costs of treating the reclaimed  
2 wastewater and delivering it to District's Reclaimed Wastewater  
3 Equalization Pond ("Equalization Pond") shall be borne  
4 exclusively by the District. The reasonable costs of drawing  
5 the reclaimed wastewater out of the Equalization Pond and  
6 delivering the reclaimed wastewater to the place of use shall be  
7 borne exclusively by the Responsible Party, unless otherwise set  
8 forth in Article 5 of this Agreement or attachments thereto.  
9 Additional costs and expenses (including consultant, legal and  
10 related costs) to be borne by the Responsible Party include, but  
11 are not limited to: (1) the preparation of necessary data in a  
12 manner usable by District for direct incorporation into periodic  
13 reports required of the District regarding the reclaimed  
14 wastewater; (2) any revisions, renewals or changes to the  
15 discharge permit issued by the Regional Board that are caused  
16 by, or made at the request of, or made for the benefit of the  
17 Responsible Party; and, (3) any revisions or changes in disposal  
18 methods or practices required by the Regional Board.

19 (b) The Responsible Party shall pay District for  
20 the District's cost to divert to, store at and deliver raw water  
21 from storage in Calero, Chesbro, or Clementia Reservoirs that is  
22 used for irrigation of Responsible Party's portion of Golf  
23 Courses and Lands. Such raw water shall only be used pursuant  
24 to District ordinances, rules and regulations, as amended from  
25 time to time.

26 (c) The Responsible Party shall pay District for the  
27 District's costs to divert, store and deliver raw water under  
28



1 any riparian rights or any appropriative water rights that are  
2 prior in time to Application 23416 (1969).

3 (d) Billing and collection of costs and expenses  
4 owed to District by Responsible Party shall be according to  
5 District ordinances, rules and regulations, as amended from time  
6 to time.

7 ARTICLE FOUR - TERM

8 This Agreement shall commence on the date set forth  
9 below and shall continue in effect until forty (40) years from  
10 the date set. Upon the expiration of this forty (40) year  
11 period, this Agreement shall automatically be renewed for  
12 additional twenty (20) year periods unless the then current  
13 Responsible Parties mutually agree in writing to terminate or  
14 modify this Agreement.

15 ARTICLE FIVE - OPERATION AND MAINTENANCE

16 (a) In accordance with Exhibit C, attached hereto  
17 and incorporated herein, and subject to the provisions for  
18 revisions of this Exhibit C discussed in paragraph (c) below,  
19 RMPI, CBC, RMCC and other Responsible Parties and District agree  
20 that the ownership and responsibility for maintenance, repair,  
21 and replacement of the reclaimed wastewater delivery and  
22 distribution systems shall be as shown and designated in Exhibit  
23 C.

24 (b) In the event that Exhibit C identifies more than  
25 one individual or entity as the party responsible for bearing  
26 the costs of performing the duties required by this Article,  
27 those costs shall be apportioned in the following manner: if the  
28

1 District shares responsibility for an item with one or more  
2 Responsible Parties, half of the costs of such item shall be  
3 borne by the District and the other half borne by the  
4 Responsible Party or parties. If more than one Responsible  
5 Party is listed as responsible for bearing any costs for an  
6 item, such costs shall be apportioned among such Responsible  
7 Parties pro rata, in the ratio of that Responsible Party's  
8 volume of use of that facility to the total volume of use made  
9 of that facility by all Responsible Parties.

10 (c) Exhibit C may be revised from time to time by  
11 written agreement between District and the Responsible Party or  
12 Parties affected by such revisions.

13 ARTICLE SIX - WARRANTIES

14 (a) The Responsible Party warrants that it shall  
15 perform its responsibilities under this Agreement in accordance  
16 with Order No. 86-161 (Exhibit A) and as such Order may be  
17 revised, amended or superseded from time to time. The  
18 Responsible Party warrants that it understands that, pursuant to  
19 Order No. 86-161, the direct discharge of wastes or wastewater  
20 to surface waters or surface water drainage courses is  
21 prohibited; the use of reclaimed wastewater for purposes other  
22 than irrigation is prohibited; and reclaimed wastewater shall be  
23 discharged only to Golf Courses and Lands in accordance with  
24 applicable provisions of Order No. 86-161 (including subsequent  
25 revisions, amendments, or superseding provisions) and all  
26 federal, state, local and District laws, rules and regulations,  
27 as amended from time to time.

28

1 (b) District warrants that the reclaimed wastewater  
2 delivered to Responsible Party shall be treated in accordance  
3 with applicable provisions of Order 86-161 (including subsequent  
4 revisions, amendments, or superseding provisions) and all  
5 federal, state, local and District laws, rules, and regulations,  
6 as amended from time to time.

7 (c) Responsible Party and District warrant that  
8 each will obtain at their own expense all permits and licenses  
9 necessary to carry out the provisions of this Agreement.  
10 District agrees to make, at its own expense, the periodic  
11 reports to the Regional Board referred to in Article 3(a) above.  
12 The Responsible Party agrees to supply timely, at its own  
13 expense, and in a form suitable for direct incorporation by the  
14 District into such reports, any data or other information  
15 necessary for the District to make such reports.

16 ARTICLE SEVEN - RECLAIMED WASTEWATER TESTING

17 District shall comply with requirements of the  
18 Regional Board and the Department of Health Services, State of  
19 California, with respect to monitoring and testing of reclaimed  
20 wastewater. RMPI, RMCC and other Responsible Parties and  
21 District mutually agree to establish a monitoring program, with  
22 results available to the Responsible Parties and District. The  
23 complete terms of such monitoring program shall be set forth in  
24 a separate writing, but such separate writing shall contain the  
25 following provisions:

26 Any monitoring requested by a Responsible  
27 Party and agreed to by District which is  
28 different from, or in addition to,  
monitoring required of District by a  
state or federal agency, shall be paid

1 for by the Responsible Party. Requests  
 2 for any such different or additional  
 3 monitoring shall be in writing. Copies  
 4 of monitoring and testing requirements  
 5 imposed by state or federal agencies, as  
 6 they may be revised from time to time,  
 shall be furnished by District to  
 Responsible Party upon written request,  
 or upon receipt by District of revisions  
 to such requirements by the Regional  
 Board.

7 ARTICLE EIGHT - METERS

8 The Responsible Parties agree to allow District  
 9 to install District-approved meters on each pump station now  
 10 existing to measure the volume of raw water used by each  
 11 Responsible Party on that Party's portion of Golf Courses and  
 12 Lands. The Responsible Parties agree to reimburse the District  
 13 for the actual costs incurred by the District to purchase and  
 14 install such meters. At the written request of a Responsible  
 15 Party, the District will recoup that Responsible Party's share  
 16 of meter expenses through collection of a charge of \$100 per  
 17 month per meter from such Responsible Party, until the costs  
 18 have been fully recouped. Meters on existing pump stations  
 19 shall be installed and operational no later than August 1, 1988,  
 20 or as soon thereafter as District can reasonably perform;  
 21 District approved meters on future pump stations shall be  
 22 installed by the Responsible Party and shall be operational no  
 23 later than the time when such pump stations become operational.  
 24 The District shall have reasonable access to all such meters at  
 25 all times. If the Responsible Party fails to install or  
 26 maintain the meters as set forth herein, District shall have the

1 option of performing such work itself and charging the  
2 Responsible Party the District's costs incurred therein.

3 ARTICLE NINE - INDEMNIFICATION

4 (a) The Responsible Party agrees to indemnify, hold  
5 harmless and defend District, its agents, employees or  
6 independent contractors from and against any and all  
7 liabilities, claims, penalties, forfeitures, suits and expenses  
8 incident thereto, including costs of defense, settlement, and  
9 reasonable attorney's fees, which it may hereafter incur, become  
10 responsible for or pay out as a result of death or bodily  
11 injuries to any person, destruction or damage to any property,  
12 contamination of or adverse effects on the environment, or any  
13 violation of governmental laws, regulations or orders, caused in  
14 whole or in part by (i) the Responsible Party's breach of any  
15 part or provision of this Agreement; or (ii) any negligent or  
16 willful act or omission of the Responsible Party, its employees,  
17 agents or subcontractors in the performance of this Agreement.

18 (b) District agrees to indemnify, save harmless and  
19 defend the Responsible Party, its agents, employees or  
20 independent contractors, from and against any and all  
21 liabilities, claims, penalties, forfeitures, suits, and the  
22 expense incident thereto, including costs of defense,  
23 settlement, and reasonable attorney's fees, which it may  
24 hereafter incur, become responsible for or pay out as a result  
25 of death or bodily injuries to any person, destruction or damage  
26 to any property, contamination of or adverse effects on the  
27 environment, or any violation of governmental laws, regulations,

1 or orders, caused in whole or in part by, (i) District's breach  
2 of any part or provision of the Agreement; or (ii) any negligent  
3 or willful act or omission of District, its employees, agents or  
4 independent contractors in the performance of this Agreement.

5 ARTICLE TEN - NOTICE

6 (a) Administrative Notice

7 Any notice to be given under this Agreement (other than notices  
8 respecting operations or emergencies) shall be in writing and  
9 delivered to the address of the respective parties below:

10 RANCHO MURIETA COMMUNITY SERVICES DISTRICT

11 Name: General Manager  
12 Rancho Murieta Community  
13 Services District  
14 Post Office Box 1050  
15 Rancho Murieta, CA 95683

16 RANCHO MURIETA COUNTRY CLUB

17 Name: General Manager  
18 Rancho Murieta Country Club  
19 Post Office Box 980  
20 Rancho Murieta, CA 95683

21 RANCHO MURIETA PROPERTIES, INC.

22 Name: General Manager  
23 Rancho Murieta Properties, Inc.  
24 14813 Jackson Road  
25 Rancho Murieta, CA 95683

26 CBC BUILDERS, INC.

27 Name: General Manager  
28 CBC Builders, Inc.  
14813 Jackson Road  
Rancho Murieta, CA 95683

(b) Operations and Emergency Notice.

Each Responsible Party shall designate to the  
District in writing from time to time the name, title, and  
telephone number of (1) three persons who shall be authorized to

1 act on short notice on behalf of that Responsible Party  
2 respecting emergencies which may arise under this Agreement; and  
3 (2) at least one person who shall coordinate all operational  
4 matters under this Agreement with the District.

5 ARTICLE ELEVEN - RESPONSIBLE PARTY'S COMPLIANCE WITH  
6 REGIONAL BOARD ORDERS

7 (a) Notwithstanding any other provision of this  
8 Agreement, should a Responsible Party fail to comply with  
9 Regional Board's Order No. 86-161 (Exhibit A) as revised,  
10 amended or superseded, or any subsequent Orders regarding  
11 discharge of reclaimed wastewater by District on Golf Courses  
12 and Lands, District shall, in addition to any other legal or  
13 equitable remedies available to it, have the option of  
14 entering the Responsible Party's portion of Golf Courses and  
15 Lands and operating and maintaining the wastewater disposal  
16 systems located therein, including, but not limited to, golf  
17 course irrigation systems. In such event, the District shall  
18 recover from the Responsible Party the actual costs incurred by  
19 the District in entering, operating and maintaining such  
20 disposal systems.

21 (b) The District agrees:

22 (1) Except in an emergency as described below,  
23 prior to exercise of its option under this Article, the District  
24 shall give the Responsible Party written notice of violation and  
25 of the District's intent to exercise its option. If, after  
26 receipt of such notice, the Responsible Party still fails to  
27 perform its duties in a timely, reasonable and prudent manner,

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1 the District may proceed to exercise its option under this  
2 Article without further notice. Unless the District agrees in  
3 writing to the contrary, the Responsible Party shall perform its  
4 duties within ten (10) days of receipt of the District's notice.  
5 In the event that an emergency exists, as determined by the  
6 District, that directly endangers health or property, the  
7 District shall be able to exercise its option without need  
8 either for notice or for a time for the Responsible Party to  
9 perform.

10 (2) The District shall solely exercise its  
11 option under this Article to ensure proper operation and  
12 maintenance of the disposal systems in conformance with the  
13 requirements of Order No. 86-161, including subsequent  
14 revisions, amendments, or superseding provisions thereto.

15 (3) Determination of the timeliness and  
16 reasonableness of the Responsible Party's performance shall be  
17 at the sole discretion of the District.

18 (c) Notwithstanding any other provision of this  
19 Agreement, District shall have the right to enter at any time  
20 and without notice upon Golf Courses and Lands to inspect the  
21 operation of a Responsible Party's wastewater disposal system.  
22 District may perform emergency repairs to those wastewater  
23 disposal systems, after reasonable notification pursuant to  
24 Article 11(b), so as to avoid a violation of Order No. 86-161  
25 (including subsequent revisions, amendments and superseding  
26 provisions thereto), or of any federal, state, local or District  
27 law, rule and regulation as amended from time to time. The  
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1 costs incurred by the District in making any such emergency  
2 repairs shall be paid by the Responsible Party.

3 ARTICLE TWELVE - USE OF PROPERTIES

4 Current uses of Golf Courses and Lands include, but  
5 are not limited to, North and South Golf Courses and driving  
6 range. Proposed uses of Golf Courses and Lands include a  
7 community park, a Home Owners' Association yard and a third golf  
8 course. The Responsible Party shall be entitled to make any  
9 use of that person or entity's share of Golf Courses and Lands  
10 which does not significantly decrease, increase, impair or  
11 otherwise modify that Responsible Party's current or projected  
12 need for reclaimed wastewater. At least 90 days prior to any  
13 such change in use by a Responsible Party from the use as set  
14 forth in the now-existing Sacramento County approved Master  
15 Plan, which Plan is attached hereto as Exhibit D and  
16 incorporated herein, when such change may increase, decrease,  
17 impair or otherwise modify the Responsible Party's current or  
18 projected need for reclaimed wastewater, that Responsible Party  
19 shall give written notice to the District of its intent and the  
20 nature of the proposed change in use. If the District  
21 determines that the proposed change in use would adversely  
22 affect the District's ability to dispose on Golf Courses and  
23 Lands its ultimate projected reclaimed wastewater supply in  
24 compliance with the Regional Board's requirement, the  
25 Responsible Party agrees that the District may prohibit the  
26 proposed change in use, unless and until District and the  
27 Responsible Party are able to agree in writing upon a plan of  
28

1 use which will not adversely affect the District's ability to  
2 use reclaimed wastewater on Golf Courses and Lands. The  
3 priority of usage of reclaimed wastewater among the Responsible  
4 Parties shall be as set forth in Article Two.

5 ARTICLE THIRTEEN - LAW TO APPLY

6 The validity, interpretation and performance of this  
7 Agreement shall be governed and construed in accordance with the  
8 laws of California.

9 ARTICLE FOURTEEN - MISCELLANEOUS PROVISIONS

10 This Agreement represents the entire understanding  
11 among the parties relative to the services specified herein, and  
12 no modification hereof shall be effective unless and until such  
13 modification is evidenced by a writing signed by District; by  
14 RMPI, or any single individual or entity that is its  
15 successor-in-interest or assign, so long as RMPI or that single  
16 individual or entity owns 51% or more (by acres) of Golf Courses  
17 and Lands; and by RMCC, or any single individual or entity that  
18 is its successor-in-interest or assign, so long as RMCC or that  
19 single individual or entity either owns, or leases from RMPI or  
20 any of RMPI's successors-in-interest or assigns, or owns and  
21 leases, 51% or more (by acres) of Golf Courses and Land. Other  
22 than the separate writing governing the terms of the monitoring  
23 program, as described above in Article 7, there are no  
24 understandings, agreements, conditions, representations,  
25 warranties or promises with respect to the subject matter of  
26 this Agreement except those contained in or referred to in this  
27 writing. If any provision of this Agreement is held to be

1 unenforceable, the remainder of this Agreement shall be  
2 severable and not affected thereby.

3 ARTICLE FIFTEEN - INFORMAL DISPUTE SETTLEMENT

4 In addition to and not as a replacement of any right  
5 or remedy of the parties respecting disputes that may arise  
6 concerning performance of this Agreement, the parties agree to  
7 use best efforts to follow the nonbinding, informal dispute  
8 mechanism set forth in this Article. When a party becomes aware  
9 of a dispute or potential dispute respecting performance of any  
10 aspect of this Agreement, it shall bring the matter to the  
11 attention of the other parties involved. If the parties  
12 involved are unable to resolve the dispute to their  
13 satisfaction, they may request that each party appoint one  
14 person to a panel which shall render an advisory, nonbinding  
15 decision as to how the dispute should be resolved.

16 ARTICLE SIXTEEN - BINDINGNESS

17 This Agreement shall bind and inure to the benefit of  
18 the respective heirs, successors and assigns of the parties  
19 hereto including subsequent purchasers and/or lessees of Golf  
20 Courses and Lands from RMPI, CBC or RMCC. The parties hereto  
21 agree that this Agreement shall be recorded in the Sacramento  
22 County Recorder's Office and shall run with the land designated  
23 herein as Golf Courses and Lands. In addition, RMPI, CBC and  
24 subsequent owners of Golf Courses and Lands shall be obligated  
25 to provide copies of this Agreement to any lessees and to any  
26 subsequent purchasers of part or all of Golf Courses and Lands.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on this 16<sup>th</sup> day of May, 1988.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

By: Richard E. Brant

Title President

Date: 5-16-88

State of California )  
                                  ) ss.  
County of Sacramento)

On the 16<sup>th</sup> day of May, 1988, before me, the undersigned, a Notary Public in and for the State of California, with principal office in Sacramento County, personally appeared Richard E. Brant known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to and who executed this instrument, and acknowledged that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal in the City of Sacramento, County of Sacramento the day and year in this certificate first above written.

Carole S. Pugh

NOTARY PUBLIC,  
State of California

My Commission Expires 10-25-91



ARONICK, MOSKOVITZ,  
HEDELMANN & GIRARD  
PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
770 L STREET SUITE 1200  
SACRAMENTO CALIFORNIA 95814-3363  
TELEPHONE (916) 444-8920  
TELEFAX (916) 444-8918

88 05 17 1891

RANCHO MURIETA COUNTRY CLUB

By: [Signature]

Title: President

Date: 5-5-88

State of California )  
 ) ss.  
County of Sacramento)

On the 5<sup>th</sup> day of May, 1988, before me, the undersigned, a Notary Public in and for the State of California, with principal office in Sacramento County, personally appeared Bob Curran known to me (or proved on the basis of satisfactory evidence) to be the President of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same C.S.P.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal in the City of Sacramento County of Sacramento the day and year in this certificate first above written.

Carole S. Pugh

NOTARY PUBLIC,  
State of California

My Commission Expires Oct 25, 1991



88 0517 1892

1 RANCHO MURIETA PROPERTIES, INC.

2 By: Erik J. Tallstrom3 Title: VICE-PRESIDENT4 Date: 4/20/885 State of California )  
6 ) ss.  
7 County of Sacramento)8 On the 20th day of APRIL, 1988,

9 before me, the undersigned, a Notary Public in and for the

10 State of California, with principal office in Sacramento

11 County, personally appeared ERIK J. TALLSTROM known to

12 me (or proved on the basis of satisfactory evidence) to be

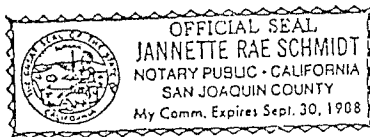
13 the VICE-PRESIDENT of the corporation described in

14 and that executed the within instrument, and also known to

15 me to be the person who executed the within instrument on

16 behalf of the corporation therein named, and acknowledged to

17 me that such corporation executed the same \_\_\_\_\_.

18 IN WITNESS WHEREOF I have hereunto set my hand and  
19 affixed my seal in the City of Sacramento, County of  
20 Sacramento the day and year in this certificate first above  
21 written.25  
26  
27  
28  
Jannette Rae Schmidt  
NOTARY PUBLIC,  
State of CaliforniaMy Commission Expires 9/30/88

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CBC BUILDERS, INC.

By: Erk J. Tallstrom

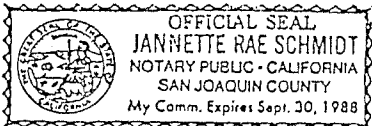
Title: VICE-PRESIDENT

Date: 4/26/88

State of California )  
                              ) ss.  
County of Sacramento)

On the 26th day of APRIL, 1988,  
before me, the undersigned, a Notary Public in and for the  
State of California, with principal office in Sacramento  
County, personally appeared ERIK J. TALLSTROM known to  
me (or proved on the basis of satisfactory evidence) to be  
the VICE-PRESIDENT of the corporation described in  
and that executed the within instrument, and also known to  
me to be the person who executed the within instrument on  
behalf of the corporation therein named, and acknowledged to  
me that such corporation executed the same \_\_\_\_\_.

IN WITNESS WHEREOF I have hereunto set my hand and  
affixed my seal in the City of Sacramento, County of  
Sacramento the day and year in this certificate first above  
written.



Janette Rae Schmidt  
NOTARY PUBLIC,  
State of California  
My Commission Expires 9/30/88

KRONICK, MOSKOVITZ,  
FIEDEMANN & GIRARD  
PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
170 L STREET, SUITE 1200  
SACRAMENTO CALIFORNIA 95814-3263  
TELEPHONE (916) 444-8920  
TELECOPY: (916) 444-8918

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Exhibit A



88 05 17 1895

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
CENTRAL VALLEY REGION

ORDER NO. 86-161

WASTE DISCHARGE REQUIREMENTS  
FOR

RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
WASTEWATER RECLAMATION FACILITY  
SACRAMENTO COUNTY

The California Regional Water Quality Control Board, Central Valley Region, (hereafter Board), finds that:

1. Rancho Murieta Community Services District (hereafter Discharger) submitted a Report of Waste Discharge, dated 7 May 1985, and a geotechnical investigation report, dated April 1981.
2. The Board, on 29 May 1982, adopted Order No. 82-052 which prescribed requirements for a discharge from a tertiary treatment plant to two golf courses and open space within the community.
3. The north golf course is surrounded by homes. The tertiary treatment of reclaimed wastewater is in accordance with Section 60313(b), Article 4, Division 4, Title 22 of the California Administrative Code (CAC). No housing is planned along the south course for several years. Therefore, treatment of reclaimed wastewater for south course irrigation is specified in Section 60313(a).
4. The Rancho Murieta Community is a 3,500 acre development, which is 20 miles east of the City of Sacramento. The community is bisected by both the Cosumnes River and State Highway 16.
5. The Discharger discharges .6 million gallons per day from the treatment ponds to the treated wastewater equalization reservoirs. Depending upon daily irrigation demand, up to 1.5 mgd can be returned from the reservoirs and treated as specified in finding 3. above. Ultimate tertiary treatment capacity will be 3.0 mgd. The treatment project has a 40-year life expectancy.
6. The development and treatment facilities are in Sections 2 and 3, T7N, R8E, and Section 34, T8N, R8E, M08&M, with surface water drainage to the Cosumnes River.
7. The beneficial uses of the Cosumnes River are municipal, agricultural and industrial supply; recreation; esthetic enjoyment; ground water recharge; fresh water replenishment; and preservation and enhancement of fish, wildlife, and other aquatic resources.
8. The beneficial uses of the ground water are municipal, industrial, agricultural supply.

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WASTE DISCHARGE REQUIREMENTS  
RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
WASTEWATER RECLAMATION FACILITY  
SACRAMENTO COUNTY

9. The Board, on 25 July 1975, adopted a Water Quality Control Plan for the Sacramento-San Joaquin Delta Basin (55) which contains water quality objectives for all waters of the Basin. These requirements are consistent with that Plan.
10. The County of Sacramento has approved a Negative Declaration in accordance with the California Environmental Quality Act (Public Resources Code Section 21000, et seq.), and the State Guidelines.
11. The Board has reviewed the Negative Declaration and concurs there are no significant impacts on water quality.
12. Sacramento County has issued a use permit to Rancho Murieta indicating the primary use of recycled water shall be for watering the golf course.
13. The State Water Resources Control Board's Water Rights' permit for Rancho Murieta requires use of wastewater for irrigation purposes in lieu of water from other sources when the flow of wastewater reaches 424 acre-feet per annum.
14. A soils investigation of the site showed an abundance of clay with in situ permeabilities to  $2 \times 10^{-3}$  cm/sec (about 0.2 inches/year), and fine silts and sands in lower regions. Ponds have been constructed using compacted clays.
15. The action to amend waste discharge requirements for this water reclamation facility is exempt from the provisions of the California Environmental Quality Act, in accordance with Section 15301, Title 14, CAC.
16. The Board has notified the Discharger and interested agencies and persons of its intent to prescribe waste discharge requirements for this discharge.
17. The Board, in a public meeting, heard and considered all comments pertaining to this discharge.

IT IS HEREBY ORDERED, that Order No. 82-052 be rescinded, and Rancho Murieta Community Services District, in order to meet the provisions contained in Division 7 of the California Water Code and regulations adopted thereunder, shall comply with the following:

A. Discharge Prohibitions:

1. The direct discharge of wastes to surface waters or surface water drainage courses is prohibited.

WASTE DISCHARGE REQUIREMENTS  
RANCHO MURIETA COMMUNITY SERVICES FACILITY  
SACRAMENTO COUNTY

2. The by-pass or overflow of untreated or partially treated waste is prohibited.
3. The use of reclaimed wastewater for purposes other than irrigation is prohibited.

8. Discharge Specifications:

1. Neither the treatment nor disposal of wastes shall cause a pollution or nuisance as defined by the California Water Code, Section 13050.
2. The discharge shall not cause degradation of any water supply.
3. Reclaimed wastewater treated in accordance with Section 60313(b), Article 4, Division 4, Title 22, CAC may be discharged in the following designated areas: a) the north golf course; b) the south golf course, the treatment plant; c) equalization reservoirs; d) the proposed Rancho Murieta Homeowner's Association Corporation yard; and e) the proposed community park. Reclaimed wastewater treated in accordance with Section 60313(a), Article 4, Division 4, Title 22, CAC, shall be discharged only in the areas as listed under 3(b) and (c) listed here.
4. The annual discharge shall not exceed 1095 million gallons.
5. Collected screenings, sludges, and other solids removed from liquid wastes shall be disposed of in a manner approved by the Executive Officer.
6. Reclaimed wastewater shall meet the criteria contained in Title 22, Division 4, CAC (Section 60301, et seq.).
7. Constituents and characteristics of the filtered reclaimed wastewater treated as specified in Section 60313(b), Article 4, Division 4, Title 22, of the CAC shall not exceed the following limits during irrigation of the north golf course:

<u>Constituent or Characteristic</u>	<u>Units</u>	<u>Monthly Mean</u>	<u>Monthly Median</u>	<u>Maximum</u>
Total Coliform Organisms	MPN/100 ml	--	2.2	23
Turbidity*	NTU	2	--	5

\* Not to exceed 5, more than 5% of the time during 24-hour period.

WASTE DISCHARGE REQUIREMENTS  
 RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
 WASTEWATER RECLAMATION FACILITY  
 SACRAMENTO COUNTY

8. Constituents and characteristics of the filtered reclaimed wastewater treated, in accordance with Section 60313(a), Title 22, CAC (south golf course discharge), shall not exceed the following limits during irrigation of the south golf course:

<u>Constituent or Characteristic</u>	<u>Units</u>	<u>Monthly Mean</u>	<u>Monthly Median</u>	<u>Maximum</u>
Total Coliform Organisms	MPN/100 ml	--	23	240

9. The dissolved oxygen content of any wastewater treatment ponds shall not be less than 1.0 mg/l for 16 hours in any 24-hour period.
10. Conveyance and storage facilities shall be maintained to minimize the generation of vectors.
11. Reclaimed wastewater conveyance lines shall be clearly marked.
12. Reclaimed wastewater operations shall be well managed to minimize erosion and runoff.

C. Provisions:

1. The Discharger may be required to submit technical reports as directed by the Executive Officer.
2. The Discharger shall comply with the attached Monitoring and Reporting Program No. 86-161.
3. The Discharger shall comply with the Standard Provisions and Reporting Requirements, dated 1 September 1985, which are a part of this Order.
4. The Discharger shall provide certified wastewater treatment plant operators in accordance with regulations adopted by the State Water Resources Control Board.
5. The Discharger shall report promptly to the Board any material change or proposed change in character, location, or volume of the discharge.
6. In the event of any change in control or ownership of land or waste discharge facilities presently owned or controlled by the Discharger, the Discharger shall notify the succeeding owner or operator of the existence of this Order by letter, a copy of which shall be forwarded to this office.

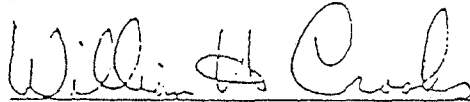
WASTE DISCHARGE REQUIREMENTS.  
RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
WASTEWATER RECLAMATION FACILITY  
SACRAMENTO COUNTY

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7. The Board will review this Order periodically and may revise requirements when necessary.

I, WILLIAM H. CROOKS, Executive Officer, do hereby certify the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Central Valley Region, on 8 August 1986.



WILLIAM H. CROOKS, Executive Officer

5/28/86:MAC:jec

Attachment

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
CENTRAL VALLEY REGION

MONITORING AND REPORTING PROGRAM NO. 86-161

FOR

RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
WASTEWATER RECLAMATION FACILITY  
SACRAMENTO COUNTY

EFFLUENT WASTE MONITORING

Samples and flows shall be taken prior to discharge of the two irrigation systems. Effluent samples shall be representative of the volume and nature of the discharge. The monitoring program shall be as follows:

<u>Constituent</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Sampling Frequency</u>
Flow	mgd	Continuous	Daily
pH	pH Units	Grab	Weekly
Settleable Solids	ml/l	Grab	Twice Weekly
Coliform Organisms	MPN/100 ml	Grab	Daily
Residual Chlorine	mg/l	Grab	Daily
Turbidity	NTU	Continuous	Daily

REPORTING

Quarterly monitoring reports shall be submitted to the Regional Board by the 15th day of the following quarter. In reporting the monitoring data, the Discharger shall arrange the data in tabular form so that the date, the constituents, and the concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly the compliance with waste discharge requirements.

Quarterly monitoring reports shall be submitted to the Regional Board by the 15th day of the following month.

The results of any monitoring done more frequently than required at the locations specified in the Monitoring and Reporting Program shall be reported to the Board.

MONITORING AND REPORTING PROGRAM  
RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
WASTEWATER RECLAMATION FACILITY  
SACRAMENTO COUNTY

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The Discharger shall implement the above monitoring program on the effective date of this Order.

Ordered by:

William H Crocks  
WILLIAM H. CROCKS, Executive Officer

8 August 1986  
(Date)

5/28/86:MAC:jec

## INFORMATION SHEET

RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
WASTEWATER RECLAMATION FACILITY  
SACRAMENTO COUNTY

The Pension Trust Fund for Operating Engineers has constructed a development about 20 miles east of Sacramento, called Rancho Murieta (see location map). Rancho Murieta is a 3500 acre planned development with ultimate capacity consisting of 5,000 housing units, two golf courses, seven parks, five schools, recreation and shopping centers, and several lakes. Approved requirements will govern Phase I construction (approximately 50% complete), with an anticipated maximum sewage flow of 1.5 mgd.

The area is in rolling hills, and is traversed by the Cosumnes River. The sewage treatment facilities have been built on the Ione formation consisting of sand, silt, and some gravel. The Ione formation is considered essentially nonwater bearing. Locally it produces at low rates, but the water is generally of poor quality.

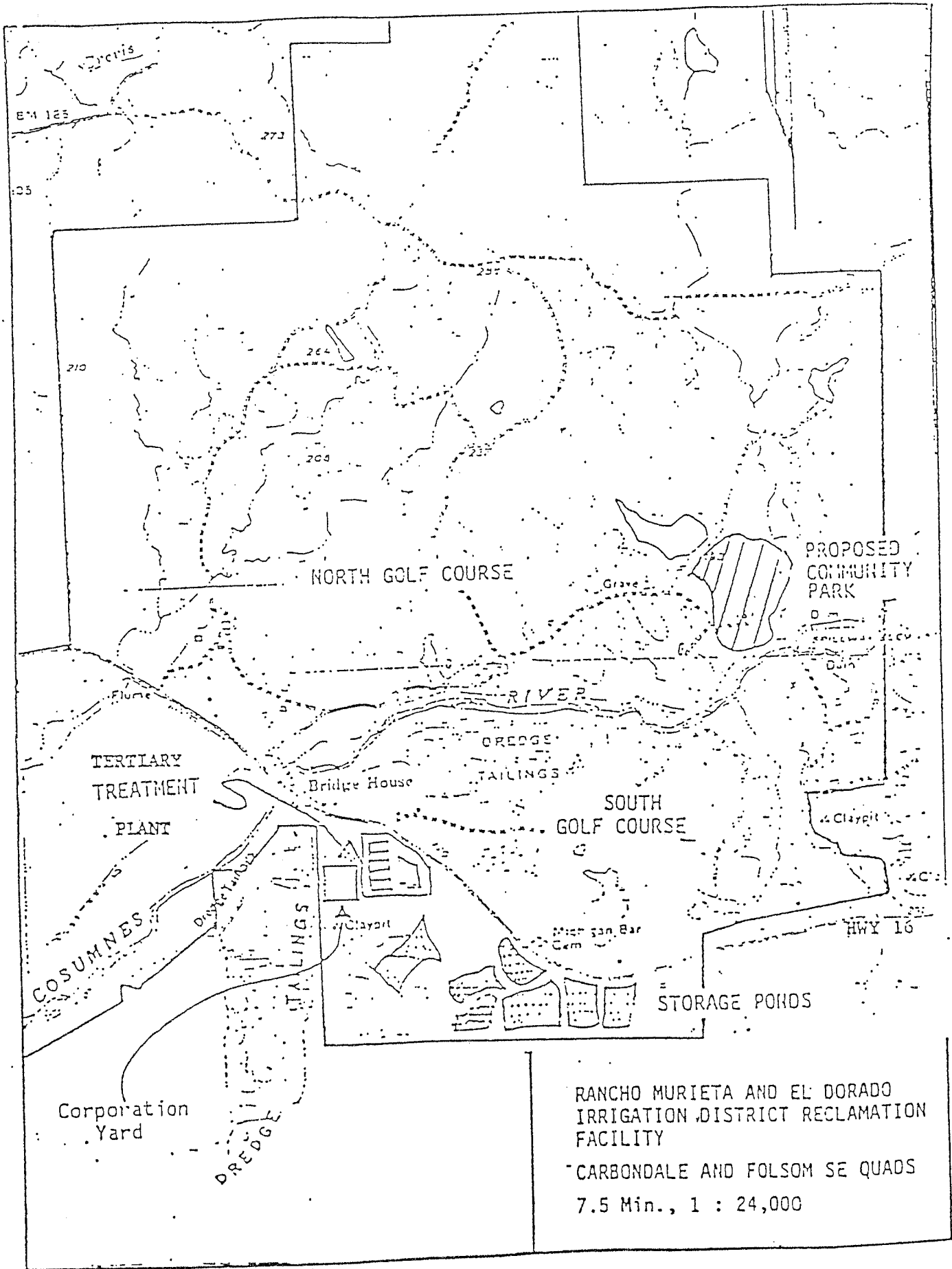
This Order distinguishes two separate reclaimed wastewater discharges. The main treatment train consists of a series of oxidation ponds, flow equalization reservoirs, a dissolved air flotation unit, filtration, and finally, chlorination. The only difference in process control between the north golf course and south golf course is the addition or absence of polymer, respectively. The addition of polymer ahead of the dissolved air flotation unit reduces the turbidity, which improves the reliability of pathogen destruction.

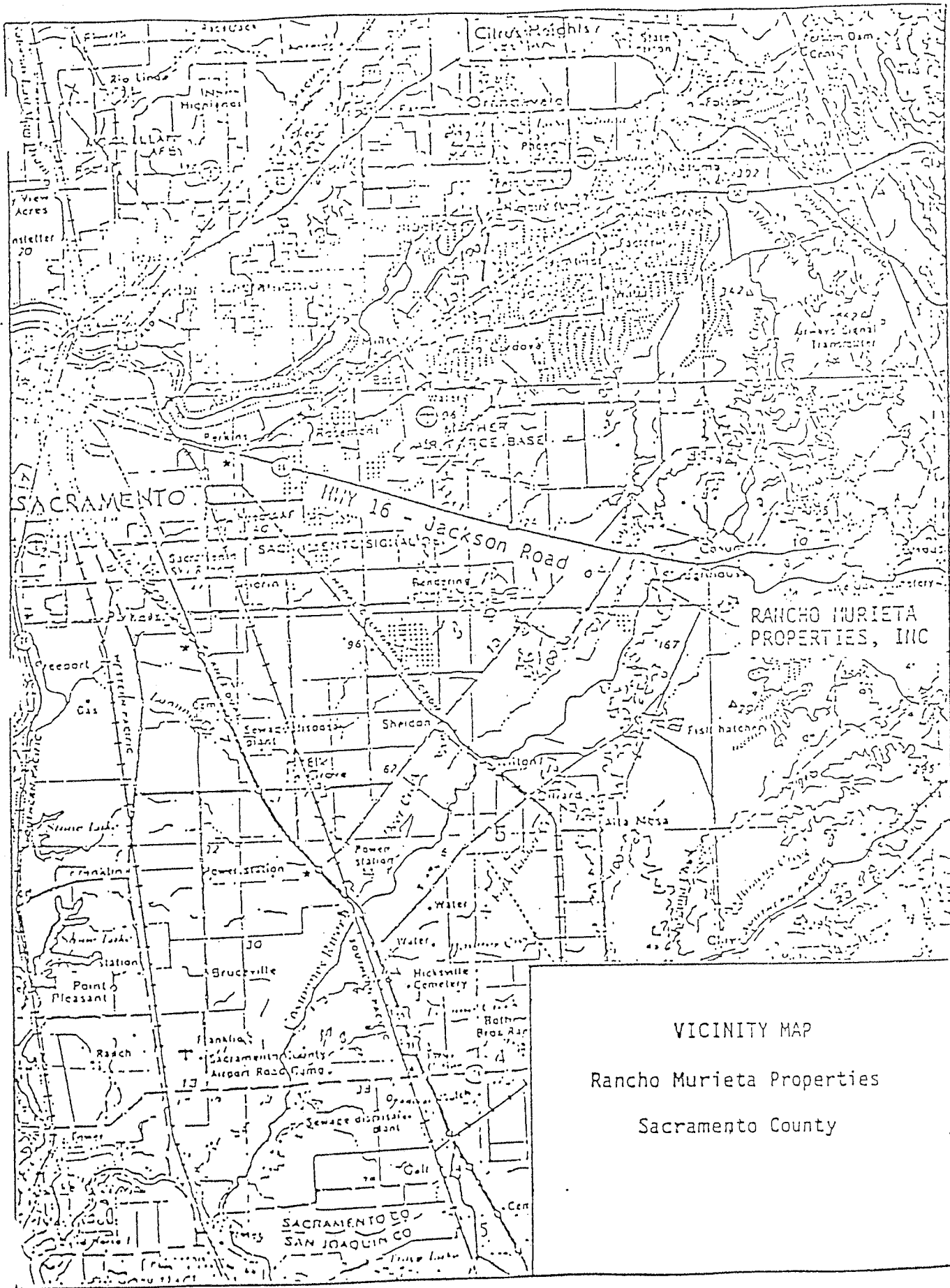
Under certain conditions when the risk to human exposure to reclaimed wastewater increases (i.e., the north course surrounded by homes), the California Department of Health Services requires a higher degree of disinfection. Therefore, whenever the Services District irrigates the north course, the more restrictive effluent requirements will be used.

MAC:jec



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RANCHO MURIETA  
PROPERTIES, INC

VICINITY MAP

Rancho Murieta Properties  
Sacramento County

Exhibit B

# Rancho



# Murieta

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1906

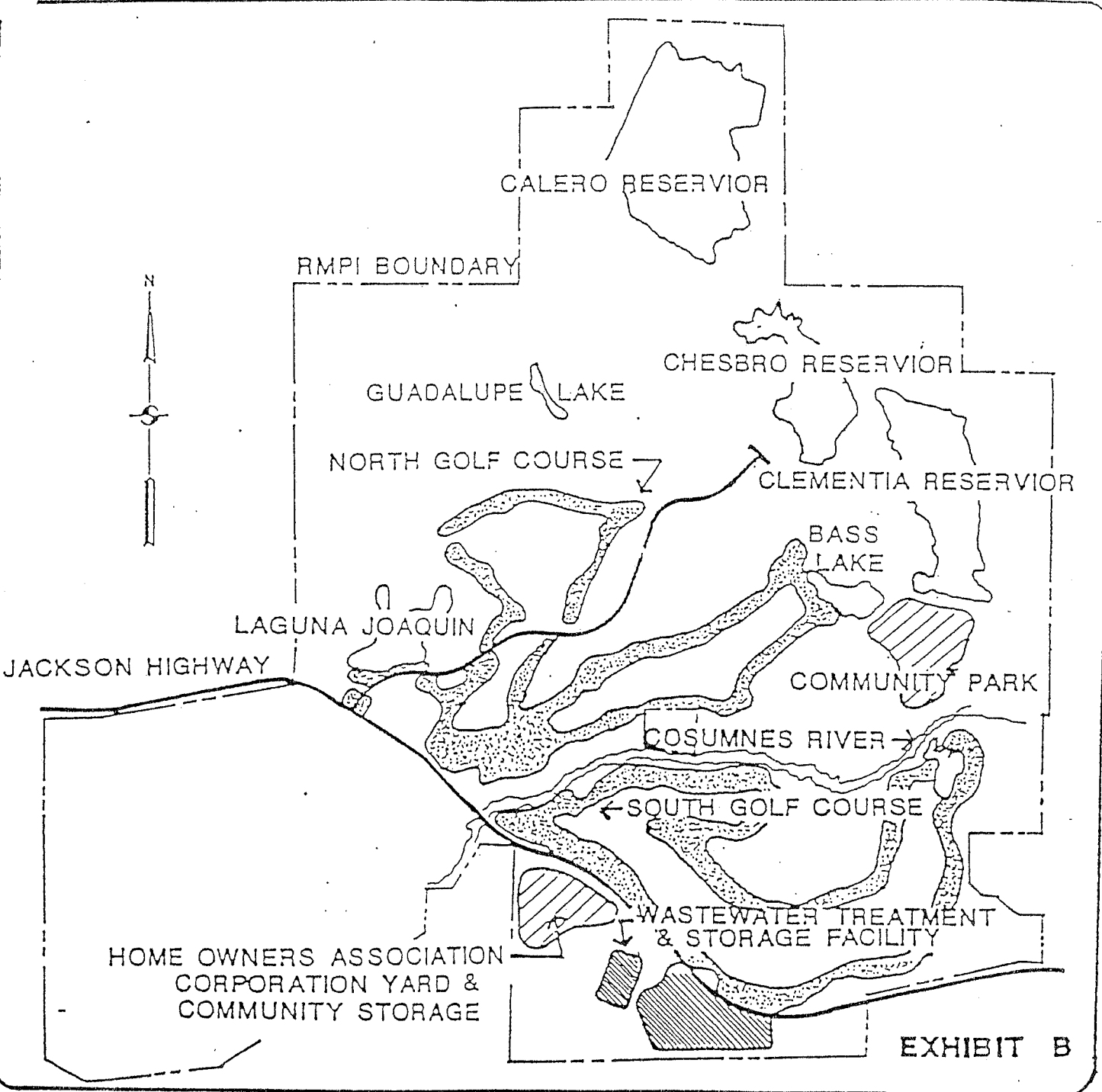





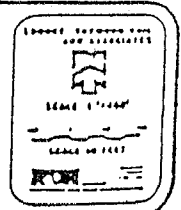
EXHIBIT B

## Wastewater Reclamation Project

### Legend

-  EXISTING IRRIGATED AREAS TO RECEIVE RECLAIMED WASTEWATER
-  PROPOSED IRRIGATED AREAS TO RECEIVE RECLAIMED WASTEWATER
-  RANCHO MURIETA WASTEWATER TREATMENT / STORAGE FACILITY

THIS EXHIBIT DEPICTS THE AREAS TO RECEIVE RECLAIMED WASTEWATER AS DESIGNATED ON THE NOV 1981 "WASTEWATER RECLAMATION PROJECT" EXHIBIT PREPARED BY RAYMOND VAIL & ASSOCIATES (W.O. #1205.15B) ON FILE IN THE OFFICE OF THE MANAGER OF R.M.C.S.D.



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Exhibit C

Exhibit  
 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	Dis-trict	Non Dist.	District	Non District	District	Non District	Dis-trict	Non District		
1	Reclaimed Wastewater Equalization Pond	o		o		o		o		o		n/a	Pond Level Controlled by District
2	Equalization Pond-Lakes 16/17 (South Course) Pipeline	o		o		o		4	4	o		Pipeline Discharge Structure at Lake 16	
3	Lake 10-16/17 (South Course) Transfer Pipeline	o	o		RMPI		RMCC		RMCC		RMCC	n/a	Lake Level Controlled by RMCC via Adjustable Probes and Auto-Valves
4	Lakes 10 & 16/17 (South Course)	o	o		RPPI		RMCC		RMCC		RMCC	n/a	Lake Level Controlled by RMCC via Adjustable Probes and Auto-Valves
5	North Course Irrigation System	o	o		RMPI		RMCC		RMCC		RMCC	n/a	
6	South Course Irrigation System	o	o		RMPI		RMCC		RMCC		RMCC	n/a	
7	North Course Pumps at Equalization Pond	o		o		o			RMCC	o		Pump Station Intake Structure at Equalization Pond	Pumps Controlled by Irrigation System
8	North Course Treated Effluent Force Main	o		o		o		4	4	o		North Course Side of PRV near Yellow Bridge	
9	Bass Lake River Pump and Pipeline to Bass Lake		o	o		o		6		o		Pipeline Discharge Structure at Bass Lake	Water Quality Dictated by Cosumnes River quality

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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	Dis-trict	Non Dist.	District	Non District	District	Non District	Dis-trict	Non District		
10	Bass Lake River Pump and Pipeline to Lake 10 South Course		o	o		o		6		o		Pipeline Discharge Structure at Lake 10	Water quality dictated by Cosumnes River quality
11	Bass Lake		o	1		1		1		1		n/a	Lake Level Controlled by District
12	Bass Lake Irrigation Pump Station		o		RMPI		RMCC			RMCC		Pump Station Intake Line	Pumps Controlled by Irrigation System
13	Cosumnes Irrigation Association System		o	2		2		2		2		n/a	System Includes Granlees Dam, CIA Ditch, Pipelines & Appurtenances
14	Laguna Joaquin		o	1		1		1		1		n/a	Lake Level Controlled by District
15	Laguna Joaquin Pump Station		o		RMPI		5			5		Pump Station Intake Line	Pumps Controlled by Irrigation System
16	River Pump @ Old Bridge		o		RMPI		RMCC			RMCC		n/a	Water Quality Dictated by Cosumnes River Quality
17	Lake Clementia		o	3		3		3		3		n/a	Lake Level Controlled by District
18	Lake Clementia-Lake 10 (South Course) Pipeline		o	o		o		4	4	o		Pipeline Discharge Structure at Lake 10	

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EXHIBIT "C"

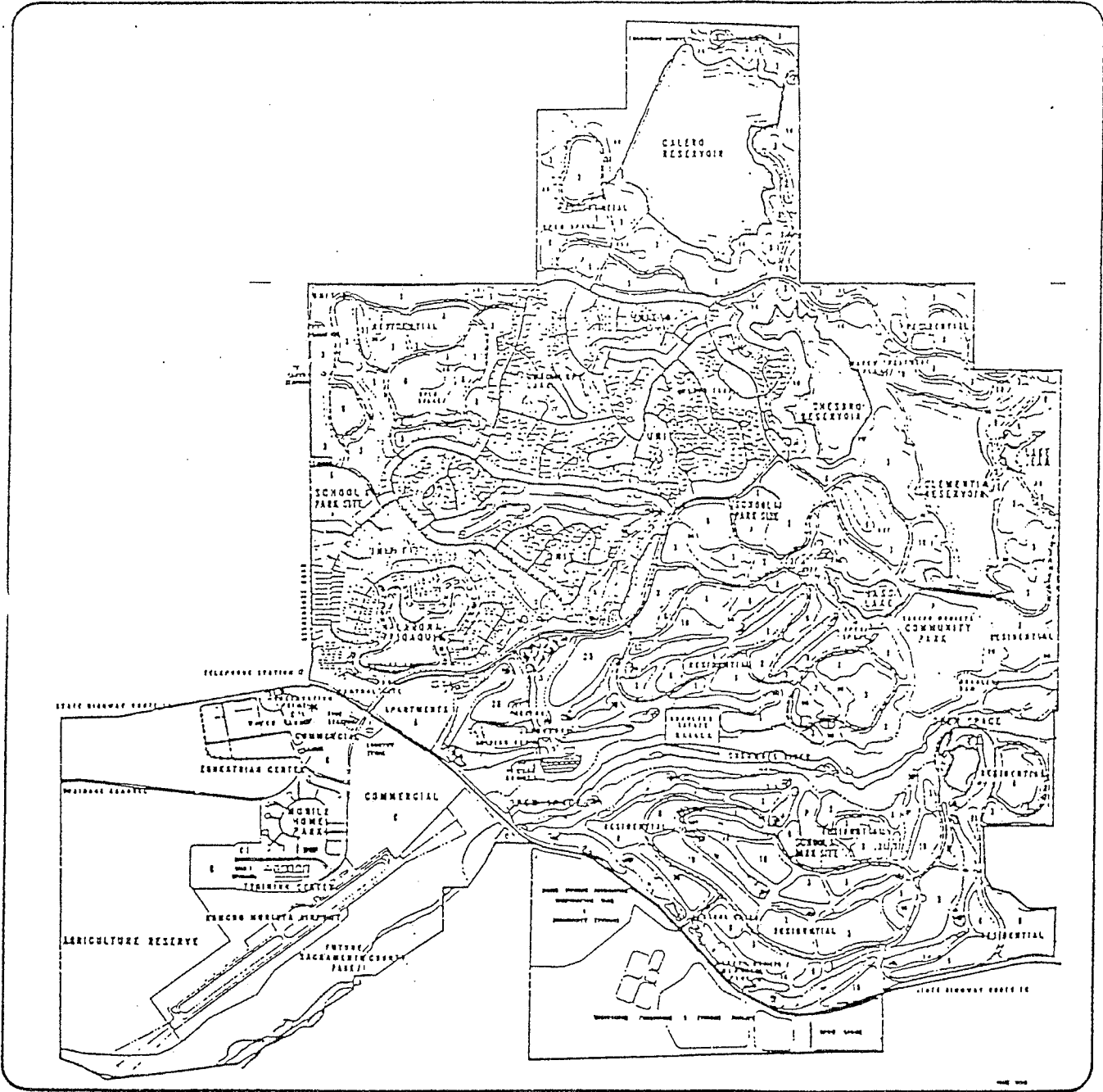
Footnotes:

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 prorata basis.
6. The District recovers its cost for operation and maintenance of this facility by direct billing to its customers.

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# Rancho Muñeta



## Master Plan

### Legend

RESIDENTIAL/EXISTING DENSITIES

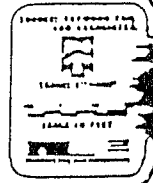
- ESTATE LOTS 3 PER ACRE MAXIMUM
- CIRCLE LOTS 3 PER ACRE MAXIMUM
- COTTAGE LOTS 8 PER ACRE MAXIMUM
- TOWNHOUSES 10 PER ACRE MAXIMUM
- APARTMENTS 25 PER ACRE MAXIMUM

RESIDENTIAL/PROPOSED DENSITIES

- 3 PER ACRE MAXIMUM
- 8 PER ACRE MAXIMUM
- 10 PER ACRE MAXIMUM
- 25 PER ACRE MAXIMUM

- PARKS
- OPEN SPACE
- COMMERCIAL
- SCHOOL SITES
- MOBILE HOME PARK
- GOLF COURSE

- EXISTING STREETS
- PROPOSED STREETS
- RESERVOIRS
- RESOURCE PROTECTION LINE
- RANCHO MUÑETA BOUNDARY
- SMT BOUNDARIES



5/14/87

EXHIBIT "B"  
MAINTENANCE AND REPAIR  
OF  
PIPELINES AND WATERWORKS

The pipelines and waterworks of common interest to COUNTRY CLUB and DISTRICT shall be maintained and repaired in accordance with the following information and attached map:

- 1) Lake Clementia - Underlying land is owned by RMA; DISTRICT maintains water levels, and releases to Lake 10, South Golf Course; COUNTRY CLUB requests water service from DISTRICT if needed.
- 2) Bass Lake River Pump - DISTRICT maintains pump at COUNTRY CLUB expense. Installs pump in Spring, removes and stores in Fall. Cost is billed to COUNTRY CLUB.
- 3) Bass Lake - Underlying land is owned by RMA. DISTRICT maintains water levels. COUNTRY CLUB operates and maintains pump out of Bass Lake to Golf Course.
- 4) Granlees Dam - Cosumnes Irrigation Association owns the dam. DISTRICT operates and maintains the dam at Cosumnes Irrigation Association cost.

- 5) Cosumnes Irrigation Association Canal-  
Cosumnes Irrigation Association owns the canal and easement. DISTRICT operates and maintains the canal at CIA cost.
- 6) Laguna Joaquin - RMA owns underlying land; DISTRICT maintains water levels with flows from CIA canal; COUNTRY CLUB and/or RMA operates and maintains the pumps taking water to the golf courses and RMA common area.
- 7) River Pump at Yellow Bridge - COUNTRY CLUB operates and maintains this facility.
- 8) Reclaimed Water Storage Equalization Pond- DISTRICT owns, operates, and maintains this facility.
- 9) Pumps at North End of Equalization Pond- DISTRICT owns pumps. COUNTRY CLUB pays power bills for pumping.
- 10) Pipeline from Equalization Pond Along Highway 16 to Yellow Bridge (North Golf Course reclaimed water delivery) - DISTRICT owns and operates the pipeline to the pressure reducing valve on the north side of the Yellow Bridge. COUNTRY CLUB maintains pipeline outward from the pressure reducing station into the north golf course.

- 11) Pipeline from Equalization Pond Across Highway 16 to Ponds 16 and 17 - DISTRICT owns and operates the pipeline across Highway 16 to Pond 17. COUNTRY CLUB operates water levels in Ponds 16 and 17 by setting probes in Pond 16.
- 12) Transfer pipeline, Pond 10 to Ponds 16 and 17 and reverse. This pipeline is interior to the south Golf Course and is operated and maintained by COUNTRY CLUB.