

Book #910221
Page # 1275

ORIGINAL
Accepted for Recording
COPY -- NOT CERTIFIED

FEB 21 1991

Sacramento County
Clerk-Recorder

RECORD AND
WHEN RECORDED RETURN TO:

Marion Cravens
General Manager
Rancho Murieta Community
Services District
14670 Cantova Way, Suite 104
Rancho Murieta, California 95683

**SECOND AMENDMENT TO
ACQUISITION AND SERVICES AGREEMENT**

1. Applicability of Second Amendment.

a. On September 19, 1986, Rancho Murieta Properties, Inc. (hereafter "RMPI") and CBC Builders, Inc. (hereafter "CBC") entered into an Acquisition and Services Agreement (the "Agreement") with the Rancho Murieta Community Services District (hereafter "District") regarding certain obligations, rights and duties of RMPI, CBC and District. On October 24, 1986, the Agreement was amended by mutual consent of RMPI, CBC and District. Subsequent to the First Amendment, RMPI and CBC have conveyed some, but not all, of the property subject to the Agreement. The successors in interest include, but are not limited to, Winncrest Homes, Inc. (hereafter "Winncrest"), FN Projects, Inc. (hereafter "FN"), SHF Acquisition Corp. (hereafter "SHF"), N.T. Hill, Inc. (hereafter "Hill"), and the Pension Trust Fund for Operating Engineers (hereafter "PTF"). Winncrest, FN and Hill have separately and independently entered into this Second Amendment to the Acquisition and Services Agreement. RMPI is hereafter referred to as "Landowner".

b. Landowner wishes to amend the Agreement to clarify and define certain obligations and rights that are set forth in Sections 3.5, 3.6, 3.7, 5.2, 6.1, 6.5 and 6.6 of the Agreement, insofar as such sections apply to the property owned by Landowner. The property (hereafter "Property") subject to this Amendment is shown and described on Exhibits A-1 and A-2. Any other property subject to the Agreement shall continue to be subject to the Agreement but shall not be subject to this Amendment unless explicitly made subject hereto by separate execution and recordation of an applicable form of this Second Amendment. The Property shown and described on Exhibits A-1 and A-2 shall be subject to the Agreement as modified by this Second Amendment.

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b. Landowner wishes to amend the Agreement to clarify and define certain obligations and rights that are set forth in Sections 3.5, 3.6, 3.7, 5.2, 6.1, 6.5 and 6.6 of the Agreement, insofar as such sections apply to the property owned by Landowner. The property (hereafter "Property") subject to this Amendment is shown and described on Exhibits A-1 and A-2. Any other property subject to the Agreement shall continue to be subject to the Agreement but shall not be subject to this Amendment unless explicitly made subject hereto by separate execution and recordation of an applicable form of this Second Amendment. The Property shown and described on Exhibits A-1 and A-2 shall be subject to the Agreement as modified by this Second Amendment.

2. Purpose of Amendment.

Landowner wishes to proceed with the development of the Property and both District and Landowner wishes to be assured that there will be an adequate supply of water to permit the development contemplated by Section 5 hereof and Exhibit H hereto, which is incorporated herewith. It is the intention of the parties hereto to permit development to proceed concurrently with the development of additional supplies of raw water (the "Augmented Supply"). So long as the development of the Augmented Supply proceeds in a timely and expeditious manner as is hereinafter set forth then it is the intention of District to allow development of the Property concurrently to proceed. In connection therewith District and Landowner wishes to provide for and finance development of the Augmentation Supply and further wish to stipulate to certain entitlements to water supply and limitations on the development of the Property all in order to ensure that the Augmented Supply will be sufficient to meet the standards set forth in Section 3 ("the Standards"). Nothing in this Second Amendment shall be construed to limit subsequent actions by Landowner and District to further augment the supply of raw water in order to permit development in addition to that authorized pursuant to the terms of this Second Amendment.

3. Water Supply and Consumption Standards.

The District has received a comprehensive water study entitled "Rancho Murieta Water Supply - Planning for Future Droughts" dated February 9, 1990, and an addendum thereto dated April 27, 1990, prepared by Giberson & Associates (hereafter the "Giberson Report"). This Amendment is based on the data and measurement criteria contained in the Giberson Report. Specifically, District affirms the following design Standards which the system will be designed to achieve:

a. The Water Supply system will meet one hundred percent (100%) of the standard water consumption requirement during a water year equivalent to the 1923-24 water year.

b. The Water Supply system will meet fifty percent (50%) of the standard water consumption requirement during a water year equivalent to the Catastrophic Drought Event, which shall be defined as the 1976-77 water year.

c. The standard for water consumption per dwelling unit shall be as follows:

	<u>Type</u>	<u>Consumer Rate</u>	<u>EDU</u>
i.	Lot sq. ft. 12,000 or greater	750 gpd	1.0

- ii. Lot less than 650 gpd 0.87
sq. ft.
12,000
- iii. Halfplex Lots 400 gpd 0.53
- iv. Townhouse Lots 350 gpd 0.47
- v. Any fractional residential EDU not referenced in Exhibit H shall be calculated by dividing the consumption rate by 750.

d. Any shortfall in the existing water supply system shall be eliminated through augmentation of the capacity of the system (as set forth in Section 4) and/or conservation.

e. It is agreed that the design and consumption standards specified in this Section 3 shall not change unless future occurrences not presently contemplated provide a factual basis for change. District shall use its best efforts to maintain the water consumption standard specified in Section 3.c and shall adopt conservation measures, if necessary, to achieve the standard. District and Landowner expressly agree that the Standards set forth in this Section 3 shall not be applied in a manner that would restrict or inhibit development of the Property to a level less than that contemplated in Section 5 hereof.

4. Augmentation of Water Supply.

Landowner and District agree that the augmentation program to be implemented pursuant to the terms of this Second Amendment is intended to develop an additional 1400 acre feet of raw water for use within the District. Landowner and District agree that the augmentation program to be implemented pursuant to the terms of this Second Amendment is intended to provide a reasonably reliable supply of water for a total of all 4975 actual residential dwelling units and 616 equivalent levels of non-residential use as shown on Exhibit H. Landowner and District further agree that the cost of developing such augmented water supply will be borne, as provided in Sections 6.5 and 6.6 of the Agreement, by the 3318 equivalent dwelling units enumerated and described in Section 5 of this Amendment. In order to permit the continued development of the Property by Landowner without disruption, District and Landowner agree that District shall pursue alternatives to augment District's supply of water based upon the most cost effective, reliable method of providing and/or storing additional raw water to create the required supply. Specifically, the District will immediately begin to evaluate the possibility of developing a well or wells within the boundaries of the Rancho Murieta Community Services District and if the District determines that such well or wells is a viable

alternative, District shall proceed with diligence to construct and install the well or wells. In the event that District finds, in District's reasonably exercised discretion, that the alternative first chosen for evaluation will not meet the augmented water supply requirements of the District, District and Landowner agree that the District shall pursue the next most cost effective, reliable alternative to augment the District's supply of water. As of the date of this Amendment, the parties believe that the next most effective alternative will be off-site wells and, accordingly, the District will next proceed to diligently, conscientiously, and expeditiously investigate that alternative. Other alternatives include, without limitation, an additional storage facility to be constructed with a capacity of 1400 acre feet. District is required to diligently, conscientiously and expeditiously find, approve and develop an augmentation project and, accordingly, such pursuit of alternatives shall continue until District has approved a project (the "Project") which will provide an augmented water supply sufficient to serve the units enumerated in Section 5. District and Landowner agree that the Financing Mechanism for the Augmented Supply Project shall be as set forth in Section 6, below.

It is the intention of the parties to permit Landowner to continue the development of the Property while District is investigating and pursuing alternatives to achieve the Augmented Water Supply. District agrees that it is the responsibility of District to develop the Augmented Water Supply. District further agrees that District will not refrain, on the basis of water supply considerations, from issuing will serve letters for the development specified in Section 5.a.

5. Allocation of Water Supply Units.

District and Landowner agree that, in accordance with Section 2, above, and pending development of other water sources not developed pursuant to this Amendment, Landowner shall limit development of the Property and be entitled to the number of Water Supply Units set forth below. It is stipulated that the Water Supply entitlements and limitations will result in a reduction in the number of dwelling units which would otherwise be permitted pursuant to the provisions of the Rancho Murieta Planned Unit Development Ordinance (Ordinance 77-10). Nothing in this Amendment shall be deemed to be an amendment to Ordinance 77-10 nor by this Amendment does Landowner waive any rights or entitlements under Ordinance 77-10. As set forth in Section 2, the sole subject of this Amendment is the supply of raw water. District and Landowner agree to the following water supply entitlements and limitations, which water supply entitlements and limitations shall run as (the "Water Supply Units" or the "Water Supply Gallons") a covenant with each of the respective parcels enumerated below:

5.a. RMPI (Exhibits A-1 and A-2)

<u>Parcel</u>	<u>Actual Residential Units</u>	<u>Equivalent Water Supply Units</u>	<u>Average Gallons Per Day</u>
i. RMPI North (Parcel 7) (Book 117 of Parcel Maps, Page 15)	614	614	460,500
ii. RMPI North (a portion of Parcel 10) (Book 117 of Parcel Maps, Page 15)	14	14	10,500
iii. A) RMPI North (Parcel 12) (Book 117 of Parcel Maps, Page 15)	475	475	356,250
B) RMPI School Site (a six acre portion of Parcel 12) (Book 117 of Parcel Maps, Page 15)	n/a	15	11,250
iv. Calero (Parcel A) Official Records of Sacramento County (Book 801103, Page 842)	181	181	135,750
v. Proposed Unit 5	350	350	262,500
vi. Proposed Light Industrial Parcel	n/a	10	7,500
vii. Commercial Parcel (Lot 10) (Book 103 of Maps, Map 16)	n/a	100	75,000

viii. "Look out" Commercial (Lot 1) (Book 103 of Maps, Map 16)	n/a	5	3,750
SubTotal RMPI	<u>1634</u>	<u>1764</u>	<u>1,323,000</u>
5.b. Units Reserved Exclusively for Park and Recreational Purposes			236
i. RMPI North (Parcel 7) 31 acres	n/a	111	83,000
ii. Escuela Park Site - 4 acres	n/a	14	10,700
iii. Athletic Complex (RMCS D) Treatment Plant Site 16 acres	n/a	57	42,800
iv. Calero Lakeside Park (RM Association) 7 acres	n/a	25	18,700
v. Parcel 5 Park (Winncrest) 6 acres	n/a	22	16,200
vi. Parcel 4 Park (R.J. Hill) 2 acres	n/a	7	5,350
SubTotal	<u>n/a</u>	<u>236</u>	<u>176,750</u>
5.c. Miscellaneous Units	n/a	1318	988,700
Subject to Participation in the Financing Mechanism			
SubTotal	<u>n/a</u>	<u>1318</u>	<u>988,700</u>
5.d. Grand Total: Water Supply Equivalent Dwelling Units Within Properties Subject to Agreement	n/a	3318	2,488,450

6. Financing Mechanism.

a. District and Landowner agree that a Water Supply Augmentation Fee shall be collected for each dwelling unit subject to this Amendment to finance the Water Augmentation Project. The initial Water Supply Augmentation Fee shall be \$2500 per equivalent Water Supply Unit. For non-residential uses, the Fee shall be \$335 for each hundred gallons per day of use, based upon the uses authorized in the use permit or other approval for development. No portion of the Water Supply Augmentation Fee shall be used for operations, maintenance or reserves for replacement. All Water Supply Augmentation Fees shall be maintained by District in a segregated interest bearing account until actually used for payments required for the Project.

b. In the event that the Project adopted by District for the Augmentation Supply program is more costly than the first alternative defined in Section 4, above, the Water Supply Augmentation Fee shall be recalculated by 1) subtracting the sum of all Water Supply Augmentation Fees collected prior to the date the Project was adopted from the revised cost of the Project; and, 2) dividing the remaining, unfunded, balance of the revised cost of the Project by the number of units subject to this Amendment less the number of units which have previously paid the Water Supply Augmentation Fee. In the event that the completed Project is less costly than the aggregate amount of fees that have been or would be collected pursuant to Section 6.a, the Water Supply Augmentation Fee shall be recalculated by dividing the total cost of the Project by the number of Equivalent Water Supply Units subject to this Amendment and the fee specified in Section 6.a shall be reduced. Any difference between the amount previously paid to District and the recalculated fee shall be refunded in accordance with Section 6.c. The Water Supply Augmentation Fee shall be payable at the time the District would normally and customarily accept an application for installation of a water meter and shall be in addition to and independent of any Community Facilities Fees.

c. Prior to the adoption of the Project, any owner or applicant seeking a will serve letter and making payment of the Water Supply Augmentation Fee may enter into an agreement with District to provide for a mechanism to refund any portion of a fee or fees in excess of that required to finance the Project, and to identify the recipient of any such refunds. Such refund shall include any and all interest earned by District with respect to the refundable portion of the Fee.

d. Once a Water Supply Augmentation Fee has been collected for a particular lot, that lot shall thereafter be exempt from any increase in the Water Supply Augmentation Fee or any additional fee or assessment for the purposes of water supply augmentation, unless

such additional fee or assessment is uniformly imposed on all similarly situated dwelling units, including occupied dwelling units, within the District.

e. Any unit enumerated in Section 5 hereof for which, prior to August 28, 1990, a meter has been purchased and a District Capital Facilities Fee has been paid shall be deemed to have fulfilled all obligations required under this Section 6.

f. The Water Supply Augmentation Fee shall be increased annually, in February of each year, by the amount of any percentage increase, during the preceding calendar year, in the Cost of Living Index - All Cities Average as published by the U.S. Department of Labor.

g. District and Landowner agree that the Water Supply Augmentation Fees collected pursuant to this Amendment shall be used only for development of project(s) which will augment the water supply which serves the Property.

h. District and Landowner agree that if District forms a Community Facilities District or an assessment district to fund other improvements required for development of the Property, some or all of the Water Supply Augmentation Fee specified in Section 6.a, above, may be included, by mutual consent of District and of Landowner subject to the tax or assessment, in the financing of public improvements to be undertaken by such district. To the extent that such amounts are so included, the fee shall be deemed prepaid to the extent of such inclusion.

7. Transfer of Water Supply Gallons. If a use permit is granted or a development plan, tentative map or parcel map is approved by the County of Sacramento with respect to any parcel within the Property that has been designated in this Amendment and such use permit, development plan, parcel map or tentative map does not permit the use of all of the water supply gallons allocated to such parcel by this Amendment, or upon the occasion of any other subdivision of a Parcel specified in Section 5, hereof, the respective Landowner may transfer any excess water supply gallons (of those allocated in Section 5, above) which exceed the gallons required for the development approved by the County (the "Excess Water Supply Gallons") to any other parcel or parcels within the District (the "Transferee Parcel") for which land use has been granted pursuant to the Rancho Murieta Planned Unit Development Ordinance (Number 77-10), as it from time to time may be amended now or in the future. A transfer may also be made to effect the purposes of the Water Rights Agreements described in Section 9 hereof. Landowner shall designate the Transferee Parcel at the time a use permit, development plan, tentative map or parcel map is approved for such Parcel and notice of such transfer shall be given to District in accordance with Section 11.

8. Additional Water Supply Units.

a. District and Landowner acknowledge that when fully constructed, the Project may benefit units not presently served by District or contemplated for service by this Amendment (the "Additional Units"). District and Landowner agree that any such Additional Units may become a part of the water supply system so long as adequate provision has been made to provide water for all of the development delineated in Section 5. District agrees that no entitlement to Water Supply shall be provided to such Additional Units which would harm, impair or otherwise adversely affect the entitlements to water supply set forth in Section 5. Additional Units shall pay a Water Supply Augmentation Fee in an amount not less than the pro rata share of the cost of the benefit which such Additional Units may receive from the Project (the "Reimbursable Amount"). The Reimbursable Amount shall be distributed in any one of the following forms, such form to be chosen by District, at its sole discretion:

- i. prepayment of outstanding bonds issued by Improvement District Number 1, or
- ii. prepayment of Special Taxes otherwise due to the first Community Facilities District formed by District which includes 50% or more of the Property subject to this Amendment, or
- iii. a pro rata share to each owner of a parcel or lot which is subject to this Amendment in the form of either 1) a payment to each owner who has previously paid (or whose predecessor in interest has paid) a Water Supply Augmentation Fee or 2) a credit (in an identical amount) against a future payment of the Water Supply Augmentation Fee by an owner whose parcel or lot is subject to this Amendment.
- iv. with respect to a specific parcel enumerated in Section 5, any other method of reimbursement mutually acceptable to District and the Landowner thereof, but only to the extent that such method applies only to such specific parcel.

b. District agrees that, in the event that the Project approved by District is a storage facility, District will cooperate with Landowner to provide additional storage (the "Additional Storage") in excess of that required to effect the purposes of this Amendment. Such duty to cooperate shall be limited to provide Additional Storage in amounts that would permit the lesser of 1) the number of dwelling units and level of other uses contemplated by Ordinance 77-10 as such Ordinance reads on the effective date of this Amendment or 2) the full utilization of the

diversion rights permitted under the water rights agreements described in Section 9. Landowner agrees that any and all costs required to provide Additional Storage shall be borne solely by Additional Units. Such costs shall be calculated on the basis of average cost rather than marginal cost.

9. Water Rights.

District and Landowner agree that nothing in this Amendment shall constitute a waiver of any right by any of the Landowner, or by District, with respect to the matters set forth and agreed to in the Water Rights Agreements entered into by and between District, RMPI, and/or the Cosumnes Irrigation Association dated December 7, 1987, as amended, and December 16, 1987.

10. Continuing Applicability of Agreement.

District and Landowner agree that the Agreement shall continue to apply to the Property, to the extent that the Agreement is not modified by this Amendment. In the event of a conflict between this Amendment and the Agreement, this Amendment shall apply, but only with respect to the Property. Nothing in this Amendment shall be construed to grant Landowner an entitlement to water treatment, sewer collection or treatment or any other service customarily provided by District but which is outside the scope of this Amendment. This Amendment shall have no applicability to land encumbered by the Agreement but which is not described and shown on Exhibits A-1 and A-2, unless such land has been made explicitly subject hereto by separate execution and recordation of an applicable form of this Second Amendment.

11. Recordation, Assignment and Transfer.

Consistent with Section 7.12 of the Agreement, this Amendment shall be an equitable servitude, shall be recorded, shall run with the land, shall be assignable and, unless otherwise provided in an agreement authorized pursuant to Section 6.c, the respective rights, duties and obligations set forth above shall be binding upon the heirs, successors and assigns of the respective parties hereto. In the event of any such assignment or in the event of a Transfer pursuant to Section 7, each respective Landowner shall give District written notice of such assignment or transfer, and all the terms thereof which affect the Agreement or this Amendment, within ten (10) days of such assignment or transfer.

12. Exhibits.

Attached hereto and incorporated herein by this reference are the following Exhibits:

- A - RMPI Property
 - A-1 Diagram
 - A-2 Legal Description

- B - Table of Water Consumption Standards

13. Effective Date.

The Effective Date of this Amendment shall be the date set forth below, adjacent to the signature of the President of the Board of Directors of District. The President shall not execute this Amendment unless and until each and every Landowner has executed the Amendment. Such executions may be in the form of counterpart originals.

IN WITNESS WHEREOF, the parties have signed and delivered to each other this Amendment, effective as of the date set forth below.

DATED: February 20, 1991

RANCHO MURIETA COMMUNITY SERVICES
DISTRICT OF SACRAMENTO COUNTY

BY: 

President
Board of Directors

ATTEST:



LINDA D. EVERSOLE
Secretary
Rancho Murieta Community
Services District

DATED: February 20, 1991

RANCHO MURIETA PROPERTIES, INC., a
California corporation

BY: Ernie J. Tallanta

ITS: VICE-PRESIDENT

BY: _____

ITS: _____

DATED: February 20, 1991

CBC BUILDER'S, INC., a
California corporation

BY: Ernie J. Tallanta

ITS: VICE-PRESIDENT

BY: _____

ITS: _____

DATED: _____, 19__

RANCHO MURIETA PROPERTIES, INC., a
California corporation

BY: Earl J Talbot

ITS: VICE-PRESIDENT

BY: _____

ITS: _____

DATED: _____, 19__

CBC BUILDER'S, INC., a
California corporation

BY: Earl J Talbot

ITS: VICE-PRESIDENT

BY: _____

ITS: _____

STATE OF CALIFORNIA)
) ss:
COUNTY OF SACRAMENTO)

On this 20th day of February, 1991, before me, a Notary Public, State of California, duly commissioned and sworn, appeared W. Corey Trench personally known to me (or proved to me on the basis of satisfactory evidence) to be the President RMCSD of the corporation that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation that executed the same document.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of California, County of Sacramento on the date set forth above in this certificate.



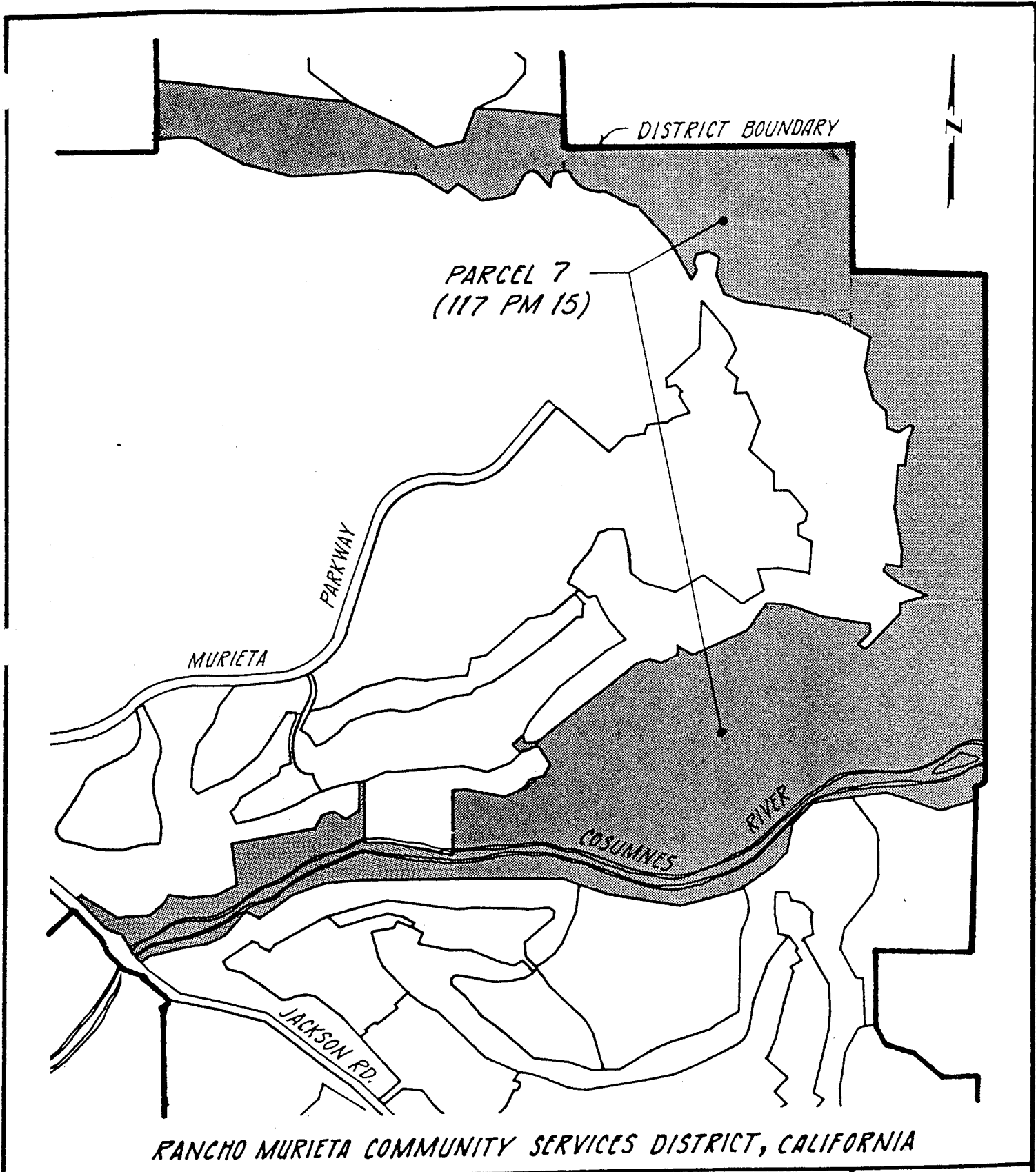
Carole S. Pugh
Notary Public
My Commission Expires:

STATE OF CALIFORNIA)
) ss:
COUNTY OF SACRAMENTO)

On this _____ day of _____, 19____, before me, a Notary Public, State of California, duly commissioned and sworn, appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the _____ of the corporation that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation that executed the same document.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of California, County of Sacramento on the date set forth above in this certificate.

Notary Public
My Commission Expires:



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

GIBERSON & ASSOCIATES
 Planning • Engineering • Project Management

11246 Gold Express Drive, Suite 101 Sacramento, CA 95670 (916) 638-4060

**PLAT TO ACCOMPANY
 WATER SUPPLY AGREEMENT
 EXHIBIT A-1-i.**

SCALE : 1" = 1250'

DATE : 1/91

PAGE : 1 OF 11



MURIETA PARKWAY

PARCEL 10
(117 PM 15)

COSUMNES RIVER

RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



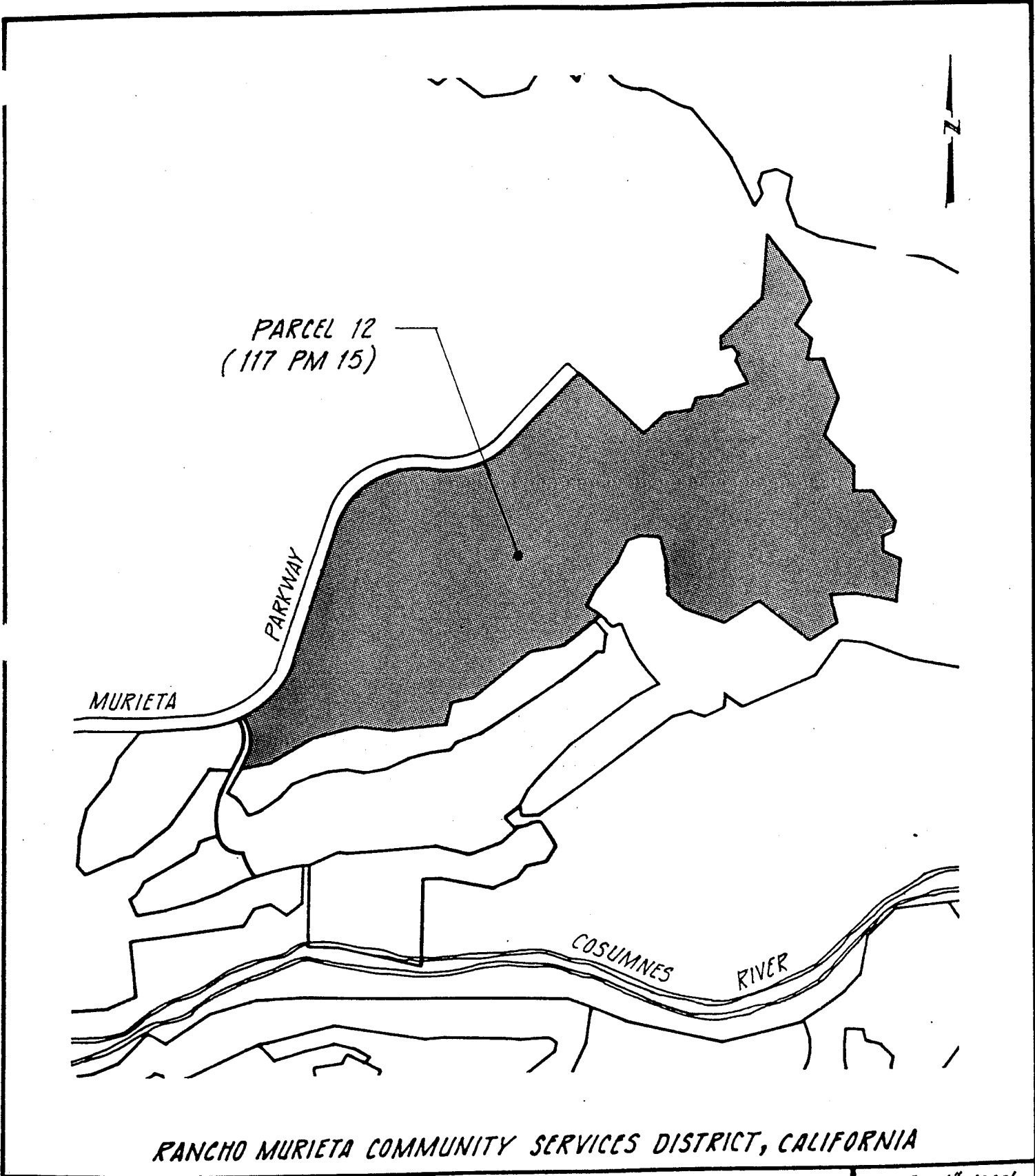
GIBERSON & ASSOCIATES
Planning - Engineering - Project Management

PLAT TO ACCOMPANY
WATER SUPPLY AGREEMENT
EXHIBIT A-1-ii.

SCALE: 1" = 500'

DATE: 1/91

PAGE: 2 OF 11



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

GIBERSON & ASSOCIATES
 Planning • Engineering • Project Management

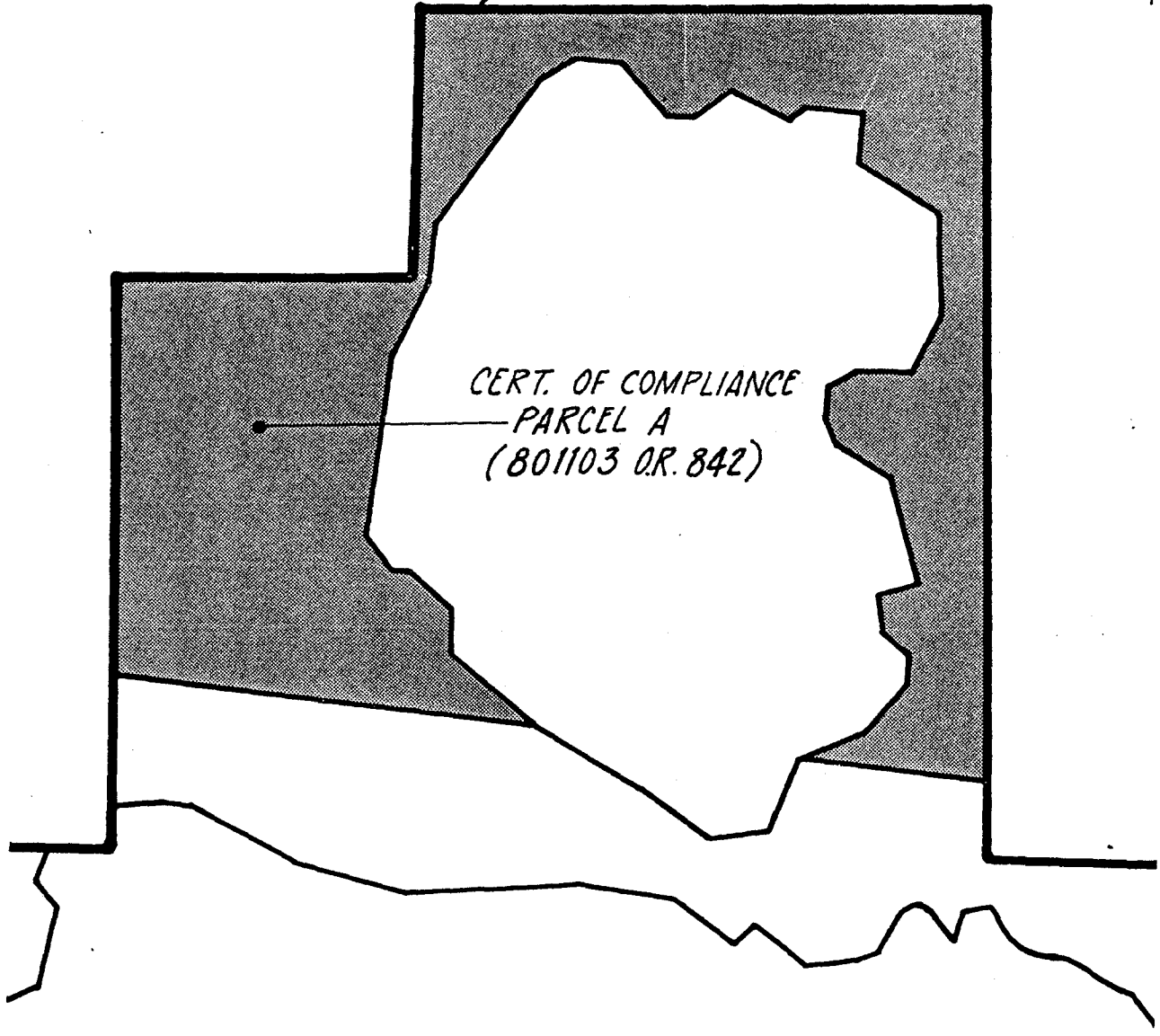
PLAT TO ACCOMPANY
 WATER SUPPLY AGREEMENT
 EXHIBIT A-1-iii

SCALE: 1" = 1000'
 DATE: 1/91
 PAGE: 3 OF 11

10246 Gold Express Drive, Suite 101 Sacramento, CA 95870 (916) 638-4060



DISTRICT BOUNDARY



CERT. OF COMPLIANCE
PARCEL A
(801103 OR. 842)

RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



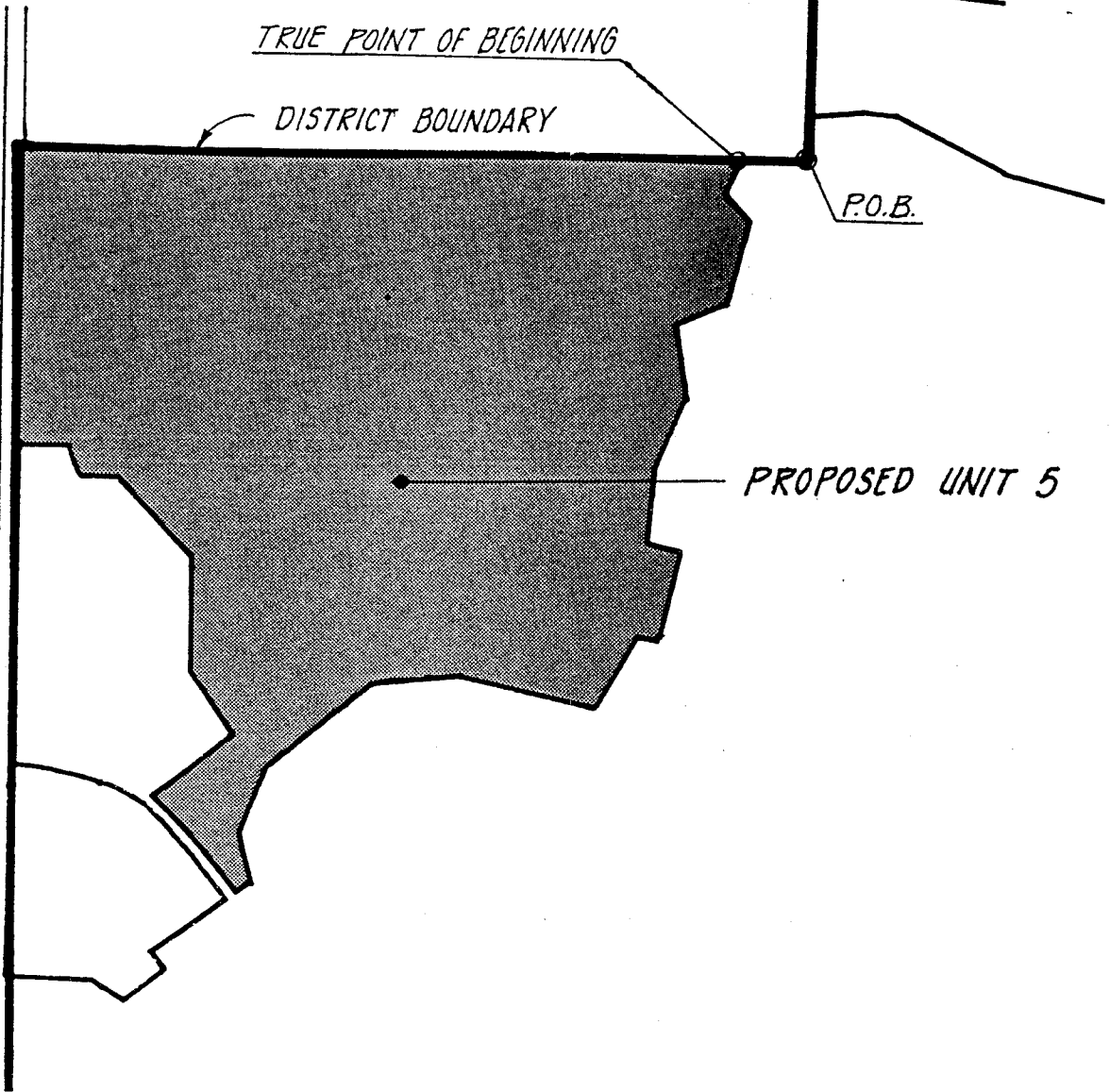
GIBERSON & ASSOCIATES
Planning • Engineering • Project Management

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PLAT TO ACCOMPANY
WATER SUPPLY AGREEMENT
EXHIBIT A-1-iv.

SCALE: 1"=800'
DATE: 1/91
PAGE: 4 OF 11

STONEHOUSE ROAD



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



GIBERSON & ASSOCIATES
Planning - Engineering - Project Management

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PLAT TO ACCOMPANY
WATER SUPPLY AGREEMENT
EXHIBIT A-1-v.

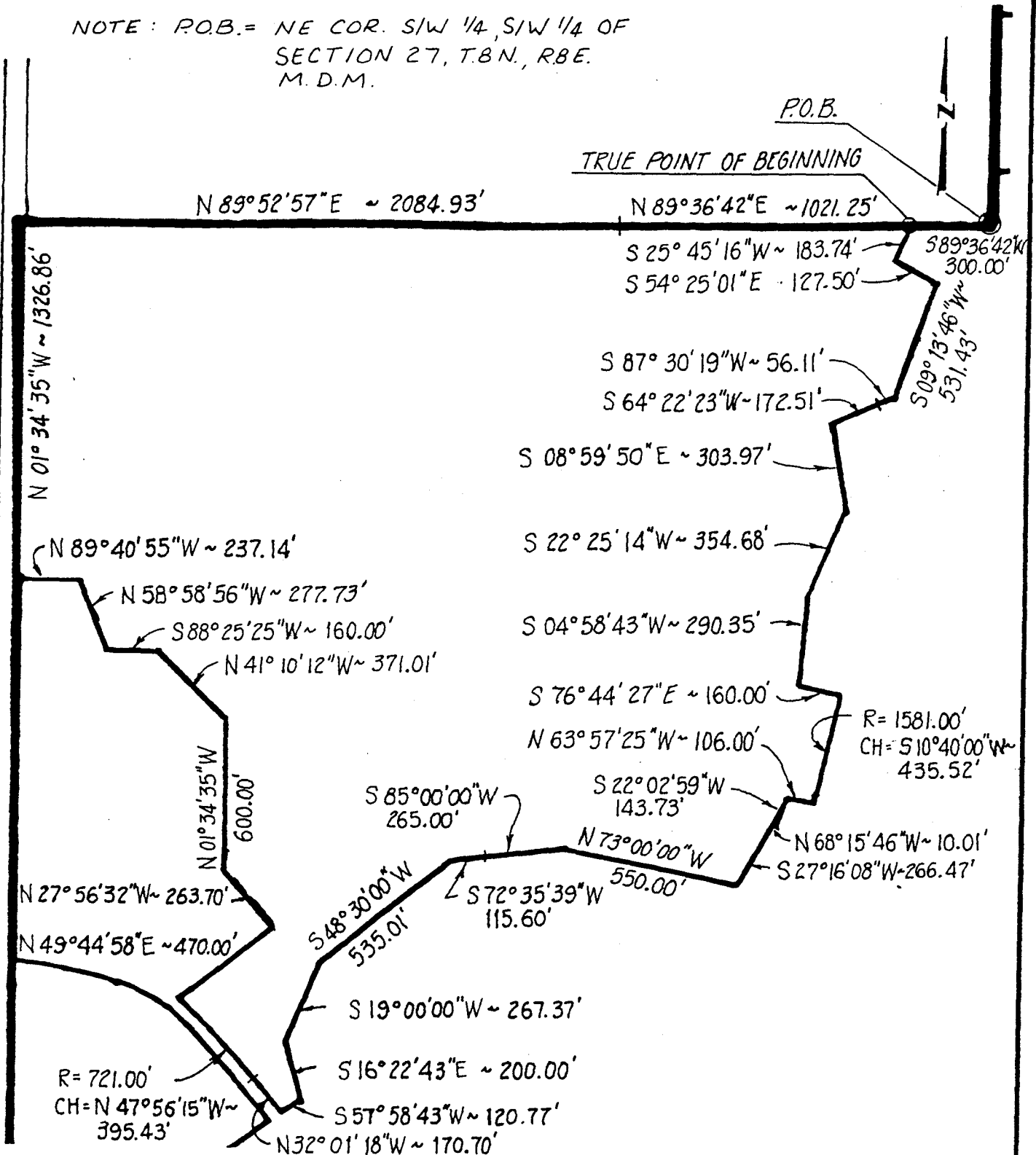
SCALE: 1=800'

DATE: 1/91

PAGE: 5 OF 11

NOTE: P.O.B. = NE COR. S1/4, S1/4 OF SECTION 27, T.8N., R.8E. M.D.M.

STONEHOUSE ROAD



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

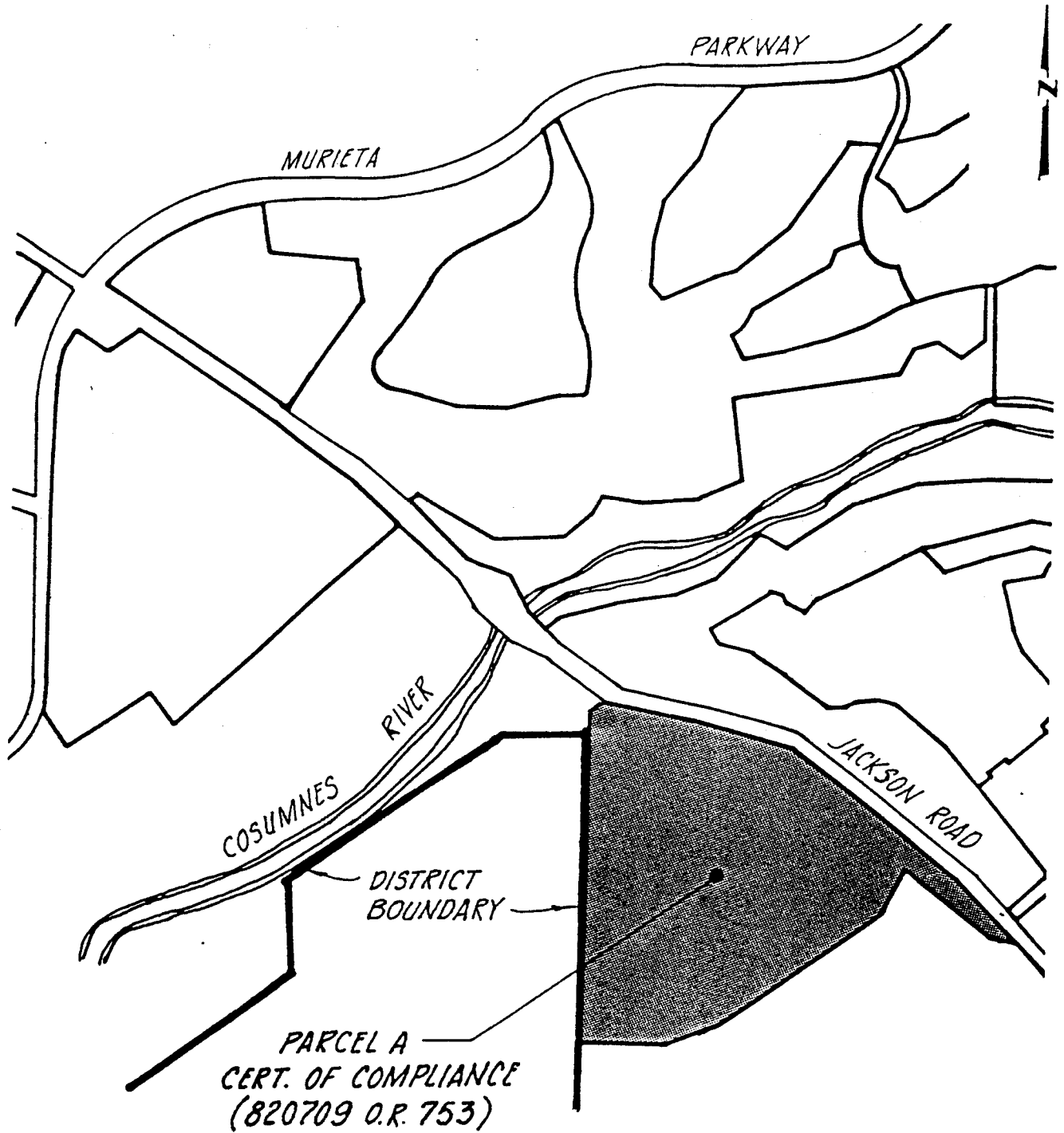
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PLAT TO ACCOMPANY
 WATER SUPPLY AGREEMENT
 EXHIBIT A-1-V.

SCALE: 1" = 500'

DATE: 1/91

PAGE: 6 OF 11



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



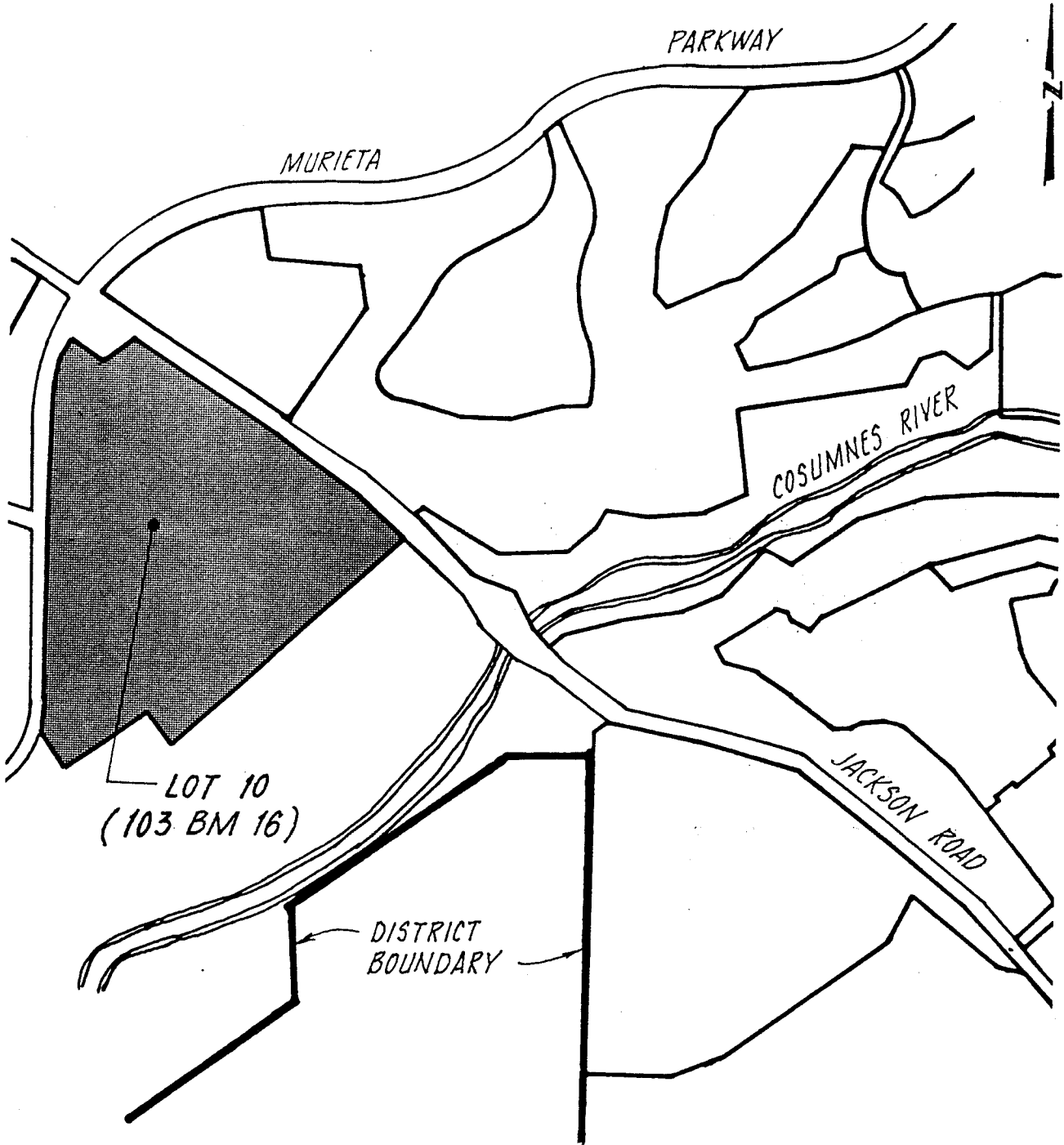
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**PLAT TO ACCOMPANY
 WATER SUPPLY AGREEMENT
 EXHIBIT A-1-vi.**

SCALE: 1"=800'

DATE: 1/91

PAGE: 7 OF 11



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



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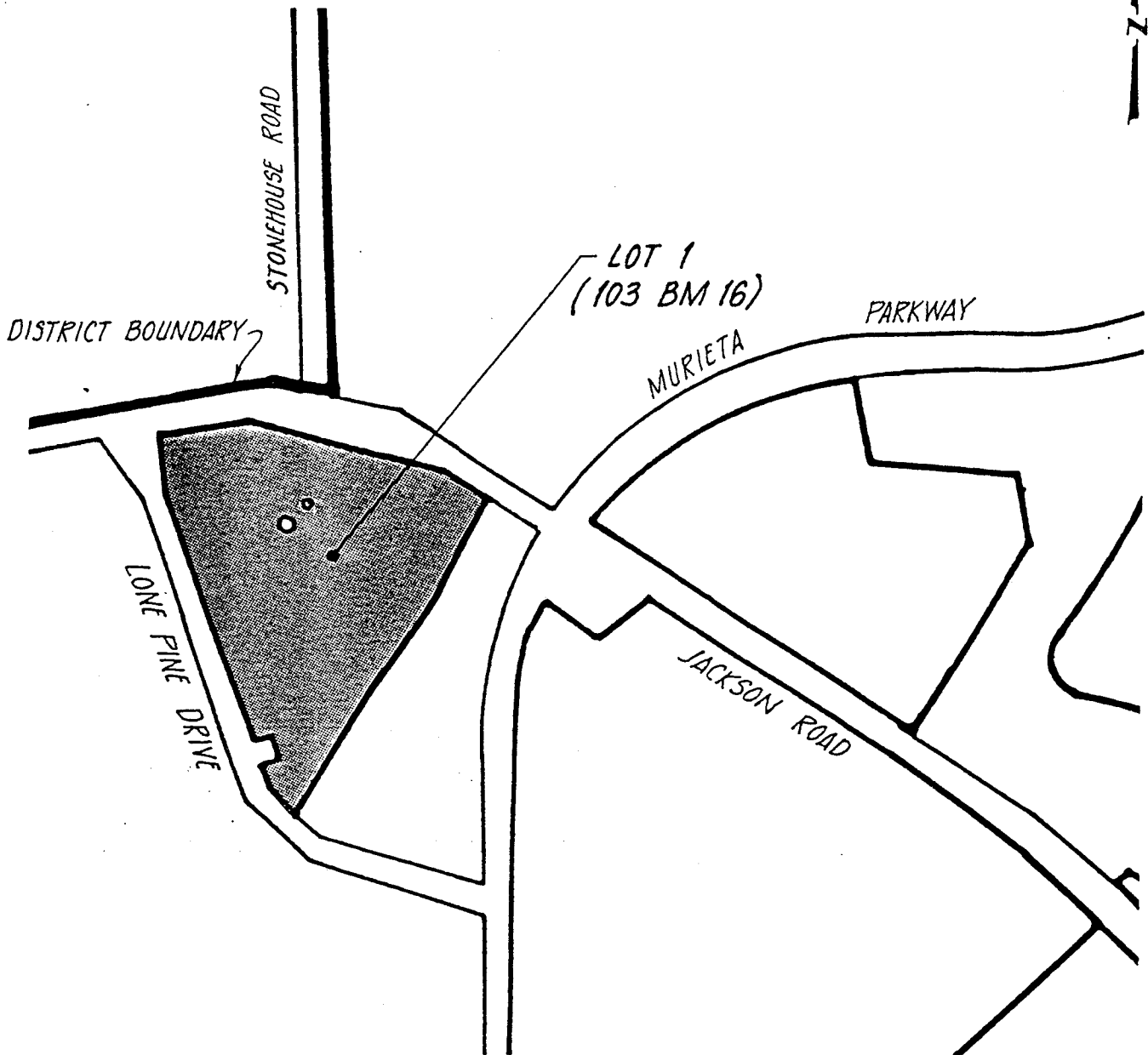
1246 Gold Express Drive, Suite 101 Sacramento, CA 95670 (916) 638-4060

**PLAT TO ACCOMPANY
 WATER SUPPLY AGREEMENT
 EXHIBIT A-1-vii.**

SCALE: 1"=800'

DATE: 1/91

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RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



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**PLAT TO ACCOMPANY
 WATER SUPPLY AGREEMENT
 EXHIBIT A-1-viii.**

SCALE: 1" = 500'

DATE: 1/91

PAGE: 9 OF 11

PARCEL 1
(92 PM 22)

STONEHOUSE ROAD

DISTRICT BOUNDARY

PARKWAY

MURIETA

LONE PINE DRIVE

JACKSON ROAD



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



GIBERSON & ASSOCIATES
Planning - Engineering - Project Management

PLAT TO ACCOMPANY
WATER SUPPLY AGREEMENT
EXHIBIT A-1-ix

SCALE: 1"=500'

DATE: 1/91

PAGE: 10 OF 11

STONEHOUSE ROAD

DISTRICT BOUNDARY

LOT A
(95 B.M. 18)



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



GIBERSON & ASSOCIATES
Planning - Engineering - Project Management

11246 Gold Express Drive, Suite 101 Sacramento, CA 95670 (916) 638-4060

PLAT TO ACCOMPANY
WATER SUPPLY AGREEMENT
EXHIBIT A-1-x.

SCALE: 1"=800'

DATE: 1/91

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EXHIBIT A-2-i

That real property situate in the unincorporated area, County of Sacramento, State of California, being Parcel 7 of that certain parcel map filed in the office of the Recorder of said County in Book 117 of Parcel Maps at Page 15.

Exhibit A-2-i
Page 1 of 10

EXHIBIT A-2-ii

That real property situate in the unincorporated area, County of Sacramento, State of California, being Parcel 10 of that certain parcel Map filed with the office of the Recorder of said County in Book 117 of Parcel Maps at Page 15.

Exhibit A-2-ii
Page 2 of 10

EXHIBIT A-2-iii

That real property situate in the unincorporated area, County of Sacramento, State of California, being Parcel 12, as shown in that certain Parcel Map filed in the office of the Recorder of said County in Book 117 of Parcel Maps at Page 15.

Exhibit A-2-iii
Page 3 of 10

EXHIBIT A-2-iv

That real property situate in the unincorporated area, County of Sacramento, State of California, being Parcel A of that certain Certificate of Compliance filed in the office of the Recorder of said County in Book 801103, Official Records, at Page 842.

Exhibit A-2-iv
Page 4 of 10

EXHIBIT A-2-v

That real property situate in the unincorporated area, County of Sacramento, State of California, being a portion of Parcel 2 and a portion of Parcel 3 of that certain Parcel Map filed in the office of the Recorder of said County in Book 12 of Parcel Maps at page 47 and being more particularly described as follows:

Beginning at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 27, Township 8 North, Range 8 East, M.D.M.; thence, South 89° 36' 42" West 300.00 feet to the True Point of Beginning; thence, South 25° 45' 16" West 183.74 feet; thence, South 54° 25' 01" East 127.50 feet; thence, South 09° 13' 46" West 531.43 feet; thence, South 87° 30' 19" West 56.11 feet; thence, South 64° 22' 23" West 172.51 feet; thence, South 08° 59' 50" East 303.97 feet; thence, South 22° 25' 14" West 354.68 feet; thence, South 04° 58' 43" West 290.35 feet; thence, South 76° 44' 27" East 160.00 feet; thence along a non tangent curve concave to the West having a radius of 1,581.00 feet subtended by a chord which bears South 10° 40' 00" West 435.52 feet; thence, North 63° 57' 25" West 106.00 feet; thence, South 22° 02' 59" West 143.73 feet; thence, North 68° 15' 46" West 10.01 feet; thence, South 27° 16' 08" West 266.47 feet; thence, North 73° 00' 00" West 550.00 feet; thence, South 85° 00' 00" West 265.00 feet; thence South 72° 35' 39" West 115.60 feet; thence, South 48° 30' 00" West 535.01 feet; thence, South 19° 00' 00" West 267.37 feet; thence, South 16° 22' 43" East 200.00 feet; thence, South 57° 58' 43" West 120.77 feet; thence, North 32° 01' 18" West 170.70 feet; thence, along the arc of a non tangent curve concave to the Southwest having a radius of 721.00 feet being subtended by a chord which bears North 47° 56' 15" West 395.43 feet; thence, North 49° 44' 58" East 470.00 feet; thence, North 27° 56' 32" West 263.70 feet; thence, North 01° 34' 35" West 600.00 feet; thence, North 41° 10' 12" West 371.01 feet; thence, South 88° 25' 25" West 160.00 feet; thence, North 58° 58' 56" West 277.73 feet; thence, North 89° 40' 55" West 237.14 feet to a point on the East line of Stonehouse Road; thence, North 01° 34' 35" West 1,326.86 feet; thence, leaving said East line of Stonehouse Road North 89° 52' 57" East 2,084.93 feet; thence, North 89° 36' 42" East 1,021.25 feet to the True Point of Beginning.

Exhibit A-2-v
Page 5 of 10

EXHIBIT A-2-vi

That real property situate in the unincorporated area, County of Sacramento, State of California, being Parcel A of that certain Certificate of Compliance filed in the office of the Recorder of said County in Book 820709 of Official Records at Page 753.

EXHIBIT A-2-vii

That real property situate in the unincorporated area, County of Sacramento, State of California, being Lot 10 at that certain Subdivision Map filed with the Recorder of said County in Book 103 of Maps, Map Number 16.

EXHIBIT A-2-viii

That real property situate in the unincorporated area, County of Sacramento, State of California, being Lot 1 of that certain Subdivision Map filed with the Recorder of said County in Book 103 of Maps, Map Number 16.

EXHIBIT A-2-ix

That real property situate in the unincorporated area, County of Sacramento, State of California, being Parcel 1 of that certain Parcel Map filed in the office of the Recorder of said County in Book 92 of Parcel Maps at page 22.

EXHIBIT A-2-x

That real property situate in the unincorporated area, County of Sacramento, State of California, being Lot A of that certain Subdivision Map filed at the office of the Recorder of said County in Book 95 of Maps, Map Number 18.

EXHIBIT "B"
TABLE OF WATER CONSUMPTION STANDARDS

JANUARY 7, 1991

GIBERSON & ASSOCIATES

PAGE 3 OF 4

EXHB1002
84002.5

NO.	PARCEL	WATER DEMAND		RESIDENTIAL, DU (1)				NON-RESIDENTIAL USES, EDU (2)					GALLONS PER DAY	EDU TOTAL
		RESIDENTIAL (GPD/DU)	NON-RESIDENTIAL (GPD)	ESTATE LOTS > 12,000 s.f.	ESTATE LOTS < 12,000 s.f.	TOWNHOUSE LOTS	HALFPLEX LOTS	HOTEL UNITS	SCHOOL SITE	INDUSTRIAL SITE	COMMERCIAL SITE	PARK SITE		
G.	PENSION TRUST FUND (SEE SECTION I-viii.)													
	SUBTOTAL													
H.	PARK & RECREATION													
i.	IRMPI NORTH													
	a. CLEMENTIA COMMUNITY PARK (14 ACRES)		37,500									50	37,500	50
	b. CLEMENTIA LAKESIDE PARK (7 ACRES)		18,700									25	18,700	25
	c. MURIETA PARKWAY PARK (10 ACRES)		26,800									36	26,800	36
ii.	ESCUELA PARK (4 ACRES)		10,700									14	10,700	14
iii.	ATHLETIC COMPLEX (16 ACRES)		42,800									57	42,800	57
iv.	CALERO LAKESIDE PARK (7 ACRES)		18,700									25	18,700	25
v.	RANCHO MURIETA SOUTH PARK (6 ACRES)		16,200									22	16,200	22
vi.	RANCHO MURIETA SOUTH REMOTE PARK (2 ACRES)		5,350									7	5,350	7
	SUBTOTAL		176,750	0	0	0	0	0	0	0	0	236	176,750	236
I.	MISCELLANEOUS OTHER UNITS													
i.	MURIETA AIRPORT BUSINESS PARK		12,000	0	0	0	0	0	0	16	0	0	12,000	16
ii.	IRMPI													
iii.	ICBC													
iv.	WINNCREST	650		0	267	0	0	0	0	0	0	0	173,550	231
		750		53	0	0	0	0	0	0	0	0	39,750	53
v.	FN/WINNCREST	400		0	0	0	60	0	0	0	0	0	24,000	32
		650		0	448	0	0	0	0	0	0	0	291,200	388
		750		112	0	0	0	0	0	0	0	0	84,000	112
vi.	SHF, INC.	750		110	0	0	0	0	0	0	0	0	82,500	110
vii.	N. T. HILL	650		0	236	0	0	0	0	0	0	0	153,400	205
		750		38	0	0	0	0	0	0	0	0	28,500	38
viii.	PENSION TRUST FUND	350		0	0	0	0	150	0	0	0	0	52,500	70
	SUBTOTAL			313	951	0	60	150	0	16	0	0	941,400	1,255
J.	GRAND TOTAL			1,947	951	103	60	150	30	26	105	236	2,488,450	3,318

EXHIBIT "B"
TABLE OF WATER CONSUMPTION STANDARDS

JANUARY 7, 1991

GIBERSON & ASSOCIATES

PAGE 4 OF 4

EXH81002
84002.5

FOOTNOTES:

- (1) EACH RESIDENTIAL UNIT, REGARDLESS OF TYPE, IS COUNTED AS ONE (1) DWELLING UNIT.
- (2) WITH ONE EXCEPTION, EACH NON-RESIDENTIAL USE, REGARDLESS OF TYPE, IS COUNTED AS "X" EQUIVALENT DWELLING UNITS (EDU) WORTH OF WATER DEMAND. THE HOTEL UNIT COUNT IS A ROOM COUNT.
- (3) ONE (1) EDU = 750 GALLONS PER DAY.
- (4) SUMMARY OF TOTAL DU & EDU COUNTS:

DESCRIPTION	DU COUNT	EDU COUNT	TOTAL COUNT
A. PROPOSED DEVELOPMENT (SECTION J.)			
1. ESTATE LOTS > 12,000 S.F.	1,947		1,947
2. ESTATE LOTS < 12,000 S.F.	951		951
3. TOWNHOUSE LOTS	103		103
4. HALFPLEX LOTS	60		60
5. HOTEL UNITS	150		150
6. SCHOOL SITE		30	30
7. INDUSTRIAL SITE		26	26
8. COMMERCIAL SITE		105	105
9. PARK SITE		236	236
SUBTOTAL	3,211	397	3,608
B. EXISTING DEVELOPMENT			
1. ESTATE LOTS	494		494
2. COTTAGE LOTS	197		197
3. CIRCLE LOTS	457		457
4. TOWNHOUSE LOTS	389		389
5. MOBILE HOME LOTS	189		189
6. RMCC LODGE	38		38
7. COMMERCIAL & INDUSTRIAL		219	219
SUBTOTAL	1,764	219	1,983
GRAND TOTAL	4,975	616	5,591

EXHIBIT "C"