

AMENDMENT OF ACQUISITION AND SERVICE AGREEMENT  
BETWEEN THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
AND RANCHO MURIETA PROPERTIES, INC. AND  
CBC BUILDERS, INC. AS ADOPTED SEPTEMBER 19, 1986

THAT CERTAIN AGREEMENT entered into on September 19, 1986, is hereby amended this 23rd day of October, 1986, as follows:

Section 3.11 is amended to read as follows:

District and RMPI acknowledge that a portion of the parcel upon which the wastewater treatment plant is located is subject to a lease. RMPI warrants that no provision of the lease affects or conditions the conveyance of such parcel. RMPI assigns herewith any rent which may be due under such lease which is attributable to that portion of the parcel being conveyed. RMPI will use its best efforts to cause the tenant to enter into an acceptable, separate agreement or lease with District regarding that portion of the parcel affected by the present lease. In the event that District and the existing lessee are unable to reach agreement satisfactory to District, regarding such a separate lease within thirty (30) days, RMPI warrants that such lessee will be relocated to property other than that conveyed by RMPI to District pursuant to the terms of this agreement. RMPI warrants that it will bear any and all costs arising out of such relocation. RMPI warrants that any such lessee, tenant or occupant has been informed of this Section 3.11 and has consented to and ratified this agreement to the extent that such lessee, occupant or tenant is affected. RMPI agrees that any such lessee, occupant or tenant shall restore the premises to an original condition or to a condition acceptable to District within ninety days following the cessation of its occupancy. RMPI explicitly agrees to, and shall hold District, its elective and appointive Board(s), committees, officers, agents and employees harmless from any liability for all duties, obligations, costs and damages which may arise out of such lease, tenancy or occupancy and agrees to, and shall defend and indemnify District and its appointive Board(s), committees, officers, agents and employees from any suits or actions at law or in equity arising out of such lease, tenancy or occupancy, the termination thereof or any other act or omission of such lessee, tenant or occupant.

Sections 6.1 and 6.2 are amended to read:

6.1 Water Rights. RMPI sells and conveys to District herewith all its water rights which are appropriative or prescriptive. Upon demand of District, but in any event not later than April 1, 1987, RMPI will execute any additional

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documents, instruments or deeds which may be required to effect the purposes of this Section.

6.2 Cosumnes Irrigation Association. RMPI sells, transfers and assigns to District herewith all its rights, privileges, and benefits of membership in the Cosumnes Irrigation Association. Upon demand of District, but in any event not later than April 1, 1987, RMPI will execute any additional documents, instruments or deeds which may be required to effect the purposes of this Section.

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

RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
OF SACRAMENTO COUNTY

By: *Richard E Brantt*  
President

By: *Linda D. Evensole*  
Secretary

Dated: *October 27, 1986*

RANCHO MURIETA PROPERTIES, INC.  
CBC BUILDERS, INC.

By: *Earl J. Tallstrom*  
Vice President

By: \_\_\_\_\_

Dated: *10/27/86*

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STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

On October 27, 1986, before me, the undersigned notary public, personally appeared  
RICHARD E. BRANDT,

[  ] personally known to me  
[        ] proved to me on the basis of satisfactory evidence

to be the person who executed this instrument as  
PRESIDENT on behalf of RANCHO MURIETA COMMUNITY SERVICES DISTRICT, a public agency formed pursuant to Section 61000 et seq of the Government Code of the State of California.



*Elizabeth Anne Smith*

STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

On October 27, 1986, before me, the undersigned notary public, personally appeared  
LINDA D. EVERSOLE,

[  ] personally known to me  
[        ] proved to me on the basis of satisfactory evidence

to be the person who executed this instrument as  
Secretary on behalf of RANCHO MURIETA COMMUNITY SERVICES DISTRICT, a public agency formed pursuant to Section 61000 et seq of the Government Code of the State of California.



*Elizabeth Anne Smith*

STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

On October 27, 1986, before me, the undersigned notary public, personally appeared  
ERIK J. TALLSTROM,

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person who executed this instrument as  
VICE-PRESIDENT on behalf of RANCHO MURIETA  
PROPERTIES INC, the corporation therein named, and CBC Builders, Inc.



*Elizabeth Anne Smith*  
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STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

On October \_\_, 1986, before me, the undersigned notary public, personally appeared

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personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person who executed this instrument as  
\_\_\_\_\_ on behalf of CBC BUILDERS, INC, the corporation therein named.