

AMENDMENT NO. 1  
to  
*EASEMENT AND MAINTENANCE AGREEMENT DATED JULY 12, 2023*  
BETWEEN the **TUOLUMNE BAND OF ME-WUK INDIANS OF THE  
TUOLUMNE RANCHERIA CALIFORNIA** and the **TUOLUMNE CITY SANITARY  
DISTRICT**

**THIS AMENDMENT NO. 1** to the **EASEMENT AND MAINTENANCE AGREEMENT** dated July 12, 2023 (hereinafter referred to as “*Amendment No. 1*”) is entered into as of \_\_\_\_\_ 2023 by and between the **TUOLUMNE BAND OF ME-WUK INDIANS OF THE TUOLUMNE RANCHERIA CALIFORNIA**, a Federally recognized Indian Tribe, (hereinafter referred to as “*Grantor*”) and **TUOLUMNE CITY SANITARY DISTRICT**, a Political Subdivision of the State of California (hereinafter referred to as “*Grantee*”).

**RECITALS**

- A. *Grantor* is the current owner of that certain real property (APN’s 062-630-020 & 062-630-024) located in the County of Tuolumne, State of California, as more particularly described in the *Easement and Maintenance Agreement* dated July 12, 2023 and recorded on July 14, 2023 as Document # 2023005634 (hereinafter referred to as the “*Agreement*”) between *Grantor* and *Grantee*, and collectively referred to as the *Parties*.
- B. The Parties have determined that certain corrections need to be made to the *Agreement* and have agreed to approve this Amendment No. 1 to rectify this situation.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the *Parties* hereby agree as follows:

## AGREEMENT

1. The word "Grantee" shall be replaced with the word "Grantor" in Section 1, page 2 beginning after the sentence: *The foregoing purposes are collectively referred to herein as the "Easement Uses."* The sentence shall read as follows: "Grantor shall retain ownership and maintenance responsibility for the Bridge including foundations, structural supports, retaining walls, and all other appurtenances with the exclusion of the actual Easement Facilities."
2. The last sentence of Section 6.D., page 6 shall be deleted in its entirety and replaced with the following: "The foregoing address and addresses may be changed by giving notice of such change in the manner provided for in this Section 6. D."
3. The rest of the "Agreement" shall remain unchanged.

**In Witness Whereof**, the *Parties* have executed this Easement and Maintenance Agreement as of the date first above written.

**"GRANTOR"**

**Tuolumne Band of Me-Wuk Indians**

By: \_\_\_\_\_  
Christina Cartier  
TMTC CAO

ATTEST:

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

**"GRANTEE"**

**Tuolumne City Sanitary District**

By: \_\_\_\_\_  
John Feriani  
President, Board of Directors

ATTEST:

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

Brenda Bonillo  
District Secretary / Clerk of the Board