

RIGHT OF ENTRY AGREEMENT

(Public Utility Infrastructure Access)

This Right of Entry Agreement (“Agreement”) is entered into as of April 15, 2026 (“Effective Date”), by and between:

MURIETA CLUB PROPERTIES, LLC (“MCP”), a Delaware limited liability company, the owner of that certain real property located at 7000 Alameda Drive, Rancho Murieta, California 95683, County of Sacramento, including the Rancho Murieta Country Club with its two golf courses (“Property”); and

RANCHO MURIETA COMMUNITY SERVICES DISTRICT (“District”), a California community services district organized and existing under the Community Services District Law (Gov. Code §§ 61000 et seq.), with its principal office at 15160 Jackson Road, Rancho Murieta, California 95683.

MCP and the District are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. MCP owns and operates the Property, which includes a country club facility and two golf courses within the Rancho Murieta community.
- B. The District owns, operates, and maintains public utility infrastructure—including water, sewer, stormwater, and drainage facilities and appurtenances—that are located on, under, or across portions of the Property.
- C. The District requires reasonable access to the Property to inspect, maintain, repair, replace, and operate such public utility infrastructure in the performance of its statutory duties.
- D. MCP is willing to grant the District a right of entry over, upon, and across the Property for such purposes, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. GRANT OF RIGHT OF ENTRY.

1.1 MCP hereby grants to the District, its authorized officers, employees, agents, contractors, and assigns (collectively, “District Personnel”), a non-exclusive right to enter upon, over, under,

through, and across the Property, including both golf courses and all related areas that make up the Rancho Murieta Golf Course and Country Club, for the purposes described in Section 2 below.

1.2 The right of entry granted herein is not an easement and does not convey any interest in real property to the District. Nothing herein shall be construed as a dedication of any portion of the Property for public use.

2. PURPOSE OF ACCESS.

The District's right of entry is limited to the following purposes in connection with the District's public utility infrastructure located on, under, or across the Property:

- (a) Inspecting, surveying, and monitoring water, sewer, stormwater, drainage, and related public utility lines, pipes, mains, manholes, valves, meters, hydrants, and all fixtures and appurtenances thereto (collectively, "Utility Infrastructure");
- (b) Constructing, installing, replacing, rehabilitating, repairing, and maintaining Utility Infrastructure;
- (c) Operating Utility Infrastructure and responding to utility service emergencies, failures, spills, overflows, or other conditions requiring immediate District action;
- (d) Placing, staging, and removing tools, equipment, vehicles, machinery, and materials reasonably necessary to accomplish the foregoing purposes; and
- (e) Ingress and egress to and from the Property, including access over reasonable routes across the golf courses and other areas of the Property as necessary to reach Utility Infrastructure.

3. TERM.

This Agreement shall commence on the Effective Date and shall continue in full force and effect on a permanent, indefinite basis unless and until terminated by either Party upon not less than ninety (90) days' prior written notice to the other Party. Notwithstanding any termination, the District's right of access shall continue to the extent necessary to complete any active maintenance, repair, or construction work then in progress and to maintain the operability of existing Utility Infrastructure until such time as the District has made alternative arrangements satisfactory to both Parties.

4. NOTICE AND SCHEDULING OF ENTRY.

4.1 Routine Access. For all non-emergency entry onto the Property, the District shall provide MCP with not less than forty-eight (48) hours' advance written notice (which may be provided by email to MCP's designated representative). The notice shall identify the nature of the work to be performed, the anticipated location(s) of entry, the estimated duration of work, and the names or number of District Personnel expected to be present. The District shall coordinate with MCP to schedule routine access at times and in a manner that minimizes disruption to golf course

operations and club activities, to the extent reasonably practicable.

4.2 **Emergency Access.** In the event of an emergency involving or threatening Utility Infrastructure—including but not limited to water main breaks, sewer overflows, drainage failures, or conditions posing an imminent threat to public health, safety, or the environment—the District may enter the Property immediately and without prior notice. The District shall notify MCP of any such emergency entry as soon as reasonably practicable, and in no event later than twenty-four (24) hours after initial entry.

4.3 **MCP Representative.** MCP shall designate a representative and an alternate representative for purposes of receiving notices and coordinating access under this Agreement, and shall provide the District with current contact information for such representative(s). The District shall designate a corresponding representative for coordination purposes. Either Party may update its designated representative upon written notice to the other Party.

5. CONDITIONS OF ENTRY AND RESTORATION.

5.1 District Personnel shall conduct all work on the Property in a safe and professional manner and in compliance with all applicable federal, state, and local laws, regulations, and permits.

5.2 The District shall exercise reasonable care to minimize disturbance to the golf courses, turf, landscaping, irrigation systems, cart paths, and other improvements on the Property. The District shall promptly restore any area of the Property disturbed by its operations to a condition reasonably comparable to its pre-entry condition, including restoration of turf, grade, and surfaces affected by excavation or equipment access.

5.3 District Personnel shall comply with MCP's reasonable rules and regulations regarding conduct on the Property, provided such rules are provided to the District in writing and do not unreasonably interfere with the District's ability to fulfill its utility responsibilities.

5.4 The District shall not store materials or equipment on the Property for periods exceeding the duration of the applicable work project without MCP's prior written consent.

6. MCP'S RESERVATION OF RIGHTS.

MCP reserves the right to use, develop, and enjoy the Property in any manner that does not unreasonably interfere with the District's exercise of its rights under this Agreement or with the safe and reliable operation of Utility Infrastructure. MCP shall not construct or permit the construction of any permanent structure, and shall not plant trees or install improvements, over or immediately adjacent to known Utility Infrastructure in a manner that would impair the District's access thereto, without the District's prior written approval.

7. INDEMNIFICATION.

The District shall indemnify, defend (with counsel reasonably acceptable to MCP), and hold harmless MCP and its members, officers, directors, employees, agents, and successors from and

against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the District's exercise of its rights under this Agreement, except to the extent caused by the negligence or willful misconduct of MCP or its agents. Nothing in this Section shall be construed to waive any immunity or limitation of liability available to the District under California law, including but not limited to the Government Claims Act (Gov. Code §§ 810 et seq.).

8. GENERAL PROVISIONS.

8.1 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings of the Parties with respect thereto.

8.2 Amendment. This Agreement may not be amended or modified except by a written instrument signed by duly authorized representatives of both Parties.

8.3 Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, overnight courier, certified mail (return receipt requested), or email (with confirmation of receipt) to the addresses set forth below, or such other address as a Party may designate by written notice to the other.

If to MCP: Murieta Club Properties, LLC
7200 Lone Pine Drive
Rancho Murieta, California 95683
Attn: Tony Velez
Email: Tonyv@liveoaklegacy.com

If to District: Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, California 95683
Attn: General Manager

8.4 Governing Law. This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved in the courts of Sacramento County, California.

8.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic or digital signatures shall be deemed valid.

8.6 Authority. Each Party represents and warrants that the person executing this Agreement on its behalf has full authority to do so and to bind such Party to the obligations set forth herein.

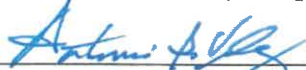
8.7 No Third-Party Beneficiaries. This Agreement is for the exclusive benefit of the Parties and their respective successors and permitted assigns, and shall not create any right or benefit in any third party.

8.8 Insurance. Prior to conducting any work on the Property under this Agreement, the District (or its contractors, as applicable) shall maintain, at a minimum, the following insurance coverages: (a) commercial general liability insurance with limits of not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate, covering bodily injury, property damage, personal injury, and completed operations arising out of or in connection with the District's activities on the Property; (b) automobile liability insurance covering all owned, non-owned, and hired vehicles used in connection with work on the Property, with combined single limits of not less than \$1,000,000 per occurrence; and (c) workers' compensation insurance as required by California law, with employer's liability limits of not less than \$1,000,000 per occurrence. The District shall provide MCP with certificates of insurance evidencing the required coverages prior to the first entry onto the Property and upon request. The District may satisfy its insurance obligations hereunder through a program of self-insurance or participation in a joint powers authority risk pool (such as the Golden State Risk Management Authority), provided such program affords coverage at least equivalent to the requirements set forth in this Section 8.8 and the District provides MCP with written confirmation of such coverage upon request.

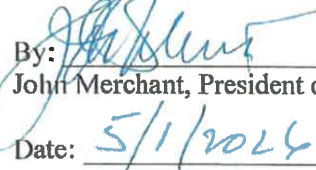
8.9 Liens. The District shall not allow any mechanic's or other liens to be filed against the Property. If such a lien is filed, the District shall promptly take action to have it removed at the District's expense.

IN WITNESS WHEREOF, the Parties have executed this Right of Entry Agreement as of the date first written above.

MURIETA CLUB PROPERTIES, LLC,
a Delaware limited liability company

By: 
Print Name: ANTONIO I. VELEZ
Its: CFO
Date: 5/4/26

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

By: 
John Merchant, President of the Board of Directors
Date: 5/1/2024

ATTEST:

By: 
Dyanne Fleet, District Secretary/Clerk of the Board

From: [Carol Ward](#)
To: [Tony Velez](#)
Cc: [Amelia Wilder](#); [Dyanne Fleet](#)
Subject: Re: Right of Entry Agreement Rancho Murieta Golf Course
Date: Tuesday, May 5, 2026 10:03:44 AM

Yes I confirm that Tony Velez has my authority to sign the Right of Entry Agreement for Rancho Murieta Golf Course.

Carol Ward

Sent from my iPhone

On May 4, 2026, at 12:35 PM, Tony Velez <tonyv@liveoaklegacy.com> wrote:

I'm including Carol in this email address.

Carol, please confirm that you gave me authority to sign the attached document.

Thanks.

Tony Velez, CFO
Rancho Murieta Properties LLC
O: 916-512-3982 | C: 916-501-2468

From: Amelia Wilder <awilder@rmcsd.com>
Sent: Monday, May 4, 2026 10:21 AM
To: Tony Velez <tonyv@liveoaklegacy.com>; Dyanne Fleet <dfleet@rmcsd.com>
Subject: RE: Right of Entry Agreement Rancho Murieta Golf Course

Hi Tony,

I totally believe that she gave you permission to sign. Can you send us an email from her? These are the picky points that can be drug out years from now.

thanks!

Amelia Wilder
Interim General Manager