

RIGHT OF ENTRY FOR WELL AND WELLHOUSE CONSTRUCTION

This Right of Entry dated for identification purposes as of the last day executed by the parties below (the “Effective Date”), is entered into by and between TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to NRS Chapter 277 “Authority” and TMFPD BOARD OF FIRE COMMISSIONERS “TMFPD” collectively, “Parties”.

Recitals

WHEREAS, TMFPD owns the real property located in Washoe County, Nevada, more particularly described as APN 534-571-06 “TMFPD Property”.

WHEREAS, Authority operates a publicly owned municipal water system in Washoe County and desires temporary construction access to drill a production well, wellhouse building and related facilities on the adjacent Washoe County property.

WHEREAS, TMFPD desires to grant Authority a temporary right of entry for construction access over a portion of the TMFPD Property described in Exhibit A and shown on Exhibit A-1 for the purposes of and on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants of good faith and promises by and between the Parties set forth herein, it is agreed as follows:

1. RIGHT OF ENTRY

1.1 Right of Entry. TMFPD hereby grants Authority, its agents and contractors a nonexclusive temporary right “Right of Entry”: (i) to enter that portion of the TMFPD Property (“Right of Entry Area”) for the purpose of drilling and constructing a production well, wellhouse, and other necessary or convenient utility facilities and appurtenances connected therewith collectively, “Well Facilities”; and (ii) to ingress and egress to the Right of Entry Area across the TMFPD Property to the extent necessary to access the Well Facilities; provided, however, Authority shall not unreasonably interfere with any existing easements in the Right of Entry Area.

1.2 Duration of Right of Entry. The term of this Right of Entry shall commence on the Effective Date and terminate on December 30, 2026, unless otherwise extended consistent with this paragraph. If the wellhouse construction is not completed by the expiration date, this Right of Entry may be extended for one additional year upon mutual agreement of the Parties.

2. WELL INSTALLATION AND OPERATIONS

Authority shall be independently and solely responsible for all costs and expenses, including without limitation, labor, material, and other expenses arising from the construction and operation of the Well Facilities. At Authority’s sole expense as needed for the operation of the Well Facilities, Authority shall: (a) maintain the Right of Entry Area in good condition and repair;

(b) construct, erect, alter, maintain, inspect, repair, reconstruct, and operate the Well Facilities in accordance with all laws, rules and regulations, and keep the Well Facilities in good condition and repair; and (c) upon termination of this Right of Entry, restore, remediate and improve the portion of the Right of Entry Area modified by Authority to a condition that is at least as good, if not better, than the condition of the Right of Entry as of the Effective Date for the original agreement covering the subject matter of this Right of Entry. Authority will promptly restore or replace any and all tangible personal property and fencing improvements owned by TMFPD located within the Right of Entry Area as of the Effective Date for the original agreement covering the subject matter of this Right of Entry, if the same are damaged as a result of Authority's use of or activities on the Right of Entry Area or in connection with the Well Facilities.

3. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS.

Subject to and without waiving the liability limitations in NRS Chapter 41, Authority on behalf of itself, its administrators, principals, agents, employees, contractors, trustees, bond holders, attorneys, managers, insurers, successors-in-interest and assigns, and all individuals or entities claiming by and through any of them, does hereby agree to indemnify and hold harmless TMFPD and its officers, directors, agents, managers, successors in interest, assigns, administrators, board members, attorneys, insurers, representatives, and employees, of and from any and all liabilities, claims, demands, actions, causes of action, loss, liens, attorneys' fees, costs, fines, warranties, administrative remedies, sanctions, penalties, claims for damages at law or relief in equity, filed or otherwise, of whatsoever kind and nature, (collectively "Claims"), arising out of Authority's exercise of its rights hereunder, including, but not limited to, accessing the construction area for the Well Facilities. Subject to and without waiving or modifying the limitations in NRS Chapter 41, a "Claim" shall specifically include but not be limited to:

- (a) Claims based upon negligence, the meaning of which includes the failure to use such care as a reasonably prudent and careful person would use under similar circumstances and the failure to meet any standards of care;
- (b) Claims for breach of any other duty imposed by law;
- (c) Claims for breach of this Right of Entry agreement;
- (d) Claims based upon mistakes or errors in judgment of any kind or nature; and
- (e) Claims based upon willful or intentional conduct.

5. TMFPD WARRANTIES.

TMFPD warrants and represents to Authority as follows:

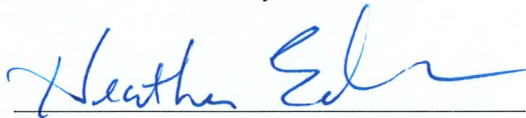
- a. TMFPD owns fee title to TMFPD Property and the Right of Entry Area. To TMFPD's knowledge, there are no prior encumbrances, liens, restrictions, covenants or conditions applicable to the TMFPD Property which will frustrate or make impossible the purposes of the rights granted herein.

6.6 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Right of Entry to be executed on the date and year stated below.

“AUTHORITY”

TRUCKEE MEADOWS WATER AUTHORITY,
A Joint Powers Authority

By: 

Name: Heather Edmunson

Title: Lands Administrator

Dated: 9-30-2025

“TMFPD”

TMFPD BOARD OF FIRE COMMISSIONERS

By: _____
Alexis Hill, Chair

Dated: October 7, 2025

EXHIBIT "A"

Temporary construction access upon the 60' Access and PUE known as Campo Rico Lane and the existing gate portion of the following described property (area shown on the attached Exhibit A-1):

All that certain parcel situate within the City of Sparks, Nevada, being more particularly described as follows:

Parcel 1 of THE FOURTH PARCEL MAP FOR BROOKSIDE SAVINGS AND LOAN Map No. 2032, recorded on September 25, 1986, as File No. 1103338 in the Official Records of Washoe County, Nevada.

APN: 534-571-06

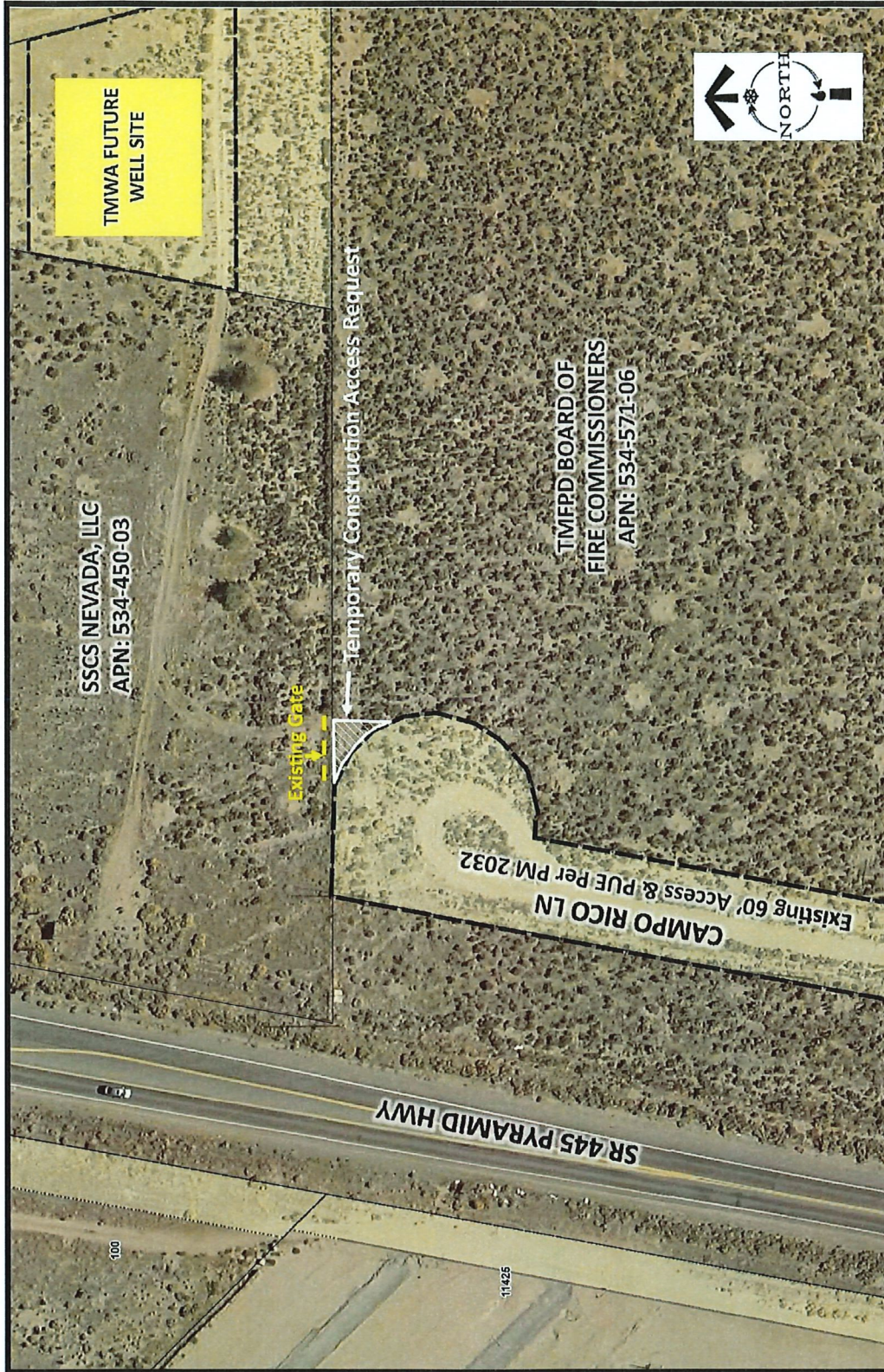


EXHIBIT A: Temporary Construction Easement
Request for TMWA Access within APN: 534-571-06
For Construction Activities