

**RIGHT OF ENTRY FOR BOOSTER PUMPSTATION
AND DRAINAGE CONSTRUCTION**

This Right of Entry dated for identification purposes as of the last day executed by the parties below (the “Effective Date”), is entered by and between TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created pursuant to a cooperative agreement among the city of Reno, Nevada, the city of Sparks, Nevada and Washoe County, Nevada, pursuant to NRS Chapter 277 (hereinafter “Authority”) and the TRUCKEE MEADOWS FIRE PROTECTION DISTRICT, a fire protection district created pursuant to NRS Chapter 474 (hereinafter “TMFPD”) and (collectively, “Parties”).

Recitals

A. TMFPD owns the real property located in Washoe County, Nevada, more particularly described as APN: 044-300-27 (“TMFPD Property”).

B. Authority owns the real property located in Washoe County, Nevada, more particularly described as APN: 044-300-28 (“Authority Property”) and desires temporary construction access across and upon the TMFPD property to build a booster pumpstation, drainage facilities and other related facilities on the Authority Property and drainage facilities on the TMFPD Property.

C. 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 (“Right of Entry Area”) 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 non-exclusive temporary “Right of Entry”: (i) to enter the Right of Entry Area, for the purpose of constructing a booster pumpstation, drainage facilities and other necessary or convenient facilities and appurtenances connected therewith (collectively, “BPS and Drainage Facilities”) on Authority Property and TMFPD Property; and ii) to ingress and egress to the Right of Entry Area across the TMFPD Property to the extent necessary to access the BPS and Drainage 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 upon the start of construction and continue for a period of 24 months, not to exceed June 30, 2029, unless otherwise extended consistent with this paragraph. If the construction is not completed by the expiration date herein, this Right of Entry may be extended for one additional year upon mutual agreement of the Parties.

2. BOOSTER PUMPSTATION AND DRAINAGE CONSTRUCTION

Authority shall be independently and solely responsible for all costs and expenses, including without limitation labor, material, and other expenses, arising from the construction of the BPS and Drainage Facilities. At Authority's sole expense as needed for the construction of the BPS and Drainage Facilities, Authority shall: (a) construct the BPS and Drainage Facilities in accordance with all laws, rules and regulations; and (b) 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 Area as of the Effective Date. 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, 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 BPS and Drainage 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 Right of Entry Area and construction area for the BPS and Drainage 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.

4. 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.

b. The person signing this Agreement on behalf of TMFPD is duly authorized to so sign and has the full power and authority to enter into and perform the obligations hereunder.

c. The TMFPD Property has access to public roads.

d. To the best of TMFPD's knowledge, there are no unrecorded leases, licenses, permits or other contracts with third parties applicable to the TMFPD Property which will frustrate or make impossible the purposes granted herein.

e. TMFPD is not aware of any pending or threatened litigation or regulatory actions regarding the TMFPD Property and the TMFPD Property is not subject to any pending foreclosure or deed in lieu of foreclosure.

5. MISCELLANEOUS

5.1. Except as otherwise expressly provided, this Right of Entry may be modified or amended only in writing with mutual consent of both Parties.

5.2. This Right of Entry is intended only to benefit the Parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public. Authority shall not assign its rights or obligations without the prior written consent of TMFPD.

5.3. Should any provision in this Right of Entry be declared invalid, the remaining valid provisions shall remain in full force and effect.

5.4. This Right of Entry is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

5.5 All notices, demands or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative or a corporate party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties as follows:

If to TMFPD:	TMFPD Board of Fire Commissioners c/o Chief Richard J. Edwards 3663 Barron Way Reno, NV 89511
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If to Authority:	Heather Edmunson, Lands Administrator Truckee Meadows Water Authority 1355 Capital Boulevard Reno, Nevada 89520
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Any person may change its address for notice by written notice given in accordance with the foregoing provisions.

5.6 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 last executed by a party hereto stated below.

“AUTHORITY”

TRUCKEE MEADOWS WATER AUTHORITY,
A Joint Powers Authority

By: _____

Name: Heather Edmunson

Title: Lands Administrator, Truckee Meadows Water Authority

Dated: _____

“TMFPD”

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

By: _____

Name: Clara Andriola

Title: Chair, Truckee Meadows Fire Protection District Board of Fire Commissioners

Dated: _____

EXHIBIT "A"

JN 11404.000

All that certain real property situate within a portion of the Southeast 1/4 of Section 7, Township 18 North, Range 20 East, M.D.M., County of Washoe, State of Nevada, being a portion of Parcel 1 as shown and delineated on that certain Parcel Map No. 5743, recorded on October 28, 2024, as Document No. 5493481, Official Records of the County of Washoe, State of Nevada, being more particularly described as follows:

COMMENCING at the southerly corner of said Parcel 1, said point also being on the northerly right-of-way of Broken Hill Road;

THENCE northwesterly along the southwesterly line of said Parcel 1 and along the northerly right-of-way of Broken Hill Road, North 57°18'27" West, 35.00 feet to the **POINT OF BEGINNING**;

THENCE continuing northwesterly, North 57°18'27" West, 45.44 feet;

THENCE leaving said southwesterly line of said Parcel 1 and said northerly right-of-way of Broken Hill Road, North 29°48'41" East, 109.09 feet;

THENCE North 17°54'15" West, 90.47 feet;

THENCE North 32°24'23" East, 116.61 feet to a point on the northeasterly line of said Parcel 1;

THENCE southeasterly along said northeasterly line of said Parcel 1, South 57°18'27" East, 35.00 feet to the easterly corner of said Parcel 1, said corner also being the northerly corner of Parcel 2 as shown on said Parcel Map;

THENCE southwesterly along the easterly line of said Parcel 1, South 32°24'23" West, 100.00 feet to the easterly corner of said Parcel 1, said corner also being the westerly corner of said Parcel 2;

THENCE continuing along the easterly line of said Parcel 1, South 57°18'27" East, 85.00 feet;

THENCE leaving said easterly line of said Parcel 1, South 32°24'23" West, 183.00 feet to the **POINT OF BEGINNING** and the **END OF THIS DESCRIPTION**.

Containing 15,606 square feet, more or less.

The Basis of Bearings for this description is based on Nevada Coordinate System of 1983, West Zone, NAD 83/94. Distances shown are ground distances using a project combined grid to ground scale factor of 1.000197939.

Refer to Exhibit "A-1" attached hereto and by this reference made a part of.

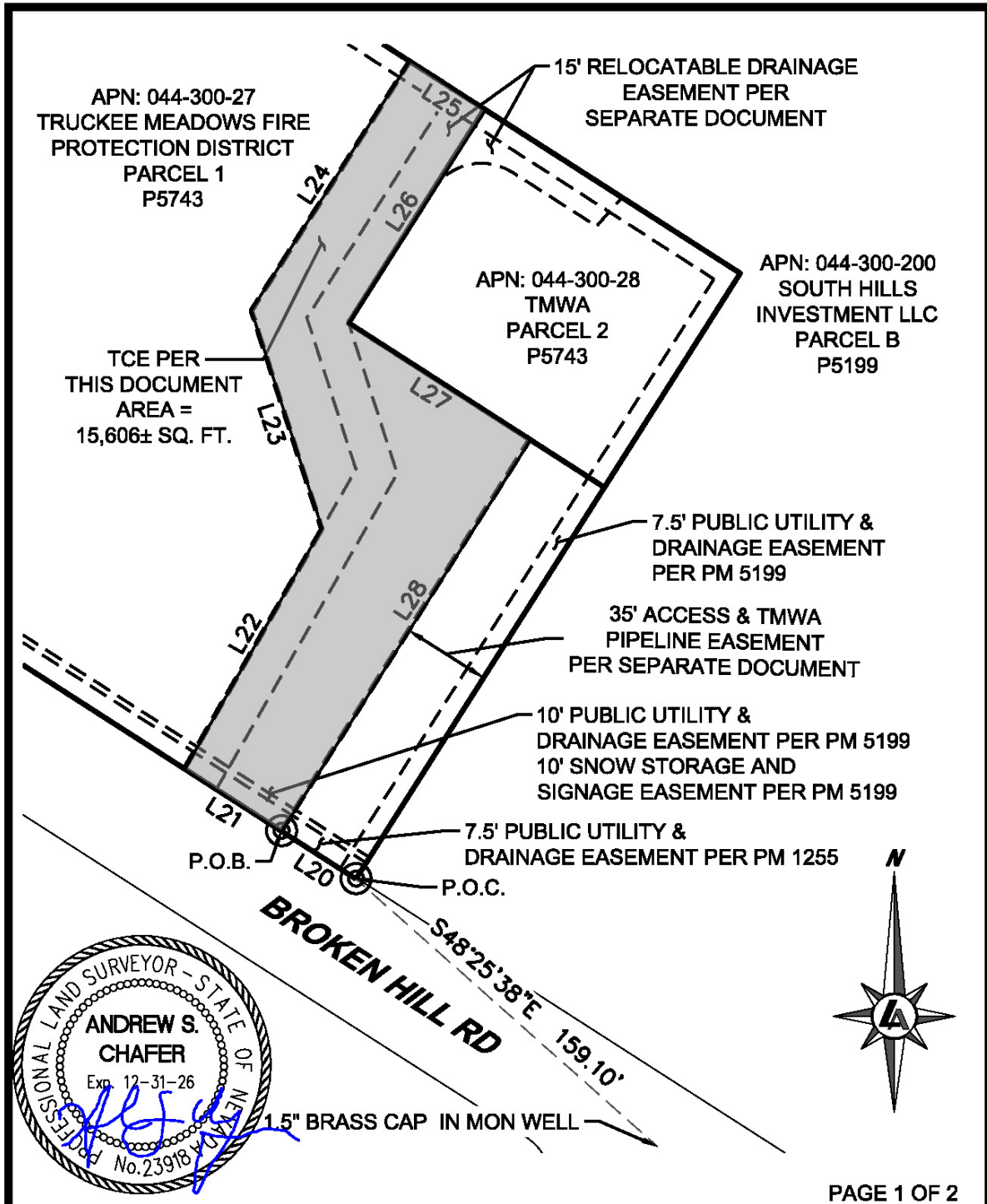
Prepared by:

Andrew Chafer

Digitally signed by Andrew
Chafer
DN: C=US,
E=achafer@lumosinc.com,
O=Lumos & Associates,
CN=Andrew Chafer
Date: 2026.04.13
10:49:35-07'00'

Lumos & Associates, Inc.
Andrew Chafer, PLS 23918
950 Sandhill Rd, Suite 100
Reno, NV 89521





 LUMOS & ASSOCIATES 950 SANDHILL ROAD, SUITE 100 RENO, NV 89521 TEL: 775.827.8111	EXHIBIT "A-1" APN: 044-300-27 TMWA TCE PORTION OF SEC. 7, T18N, R20E, MDM WASHOE COUNTY NEVADA	DATE: 4/10/2026 SCALE: 1" = 60' JOB NO: 11404.000
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LINE TABLE

LINE	BEARING	LENGTH
L20	N57°18'27"W	35.00'
L21	N57°18'27"W	45.44'
L22	N29°48'41"E	109.09'
L23	N17°54'15"W	90.47'
L24	N32°24'23"E	116.61'
L25	S57°18'27"E	35.00'
L26	S32°24'23"W	100.00'
L27	S57°18'27"E	85.00'
L28	S32°24'23"W	183.00'

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LUMOS
& ASSOCIATES
950 SANDHILL ROAD, SUITE 100
RENO, NV 89521
TEL: 775.827.8111

EXHIBIT "A-1"
APN: 044-300-27
TMWA TCE
PORTION OF SEC. 7, T18N, R20E, MDM
WASHOE COUNTY **NEVADA**

DATE: 4/10/2026
SCALE: N/A
JOB NO: 11404.000