

DOUGLAS COUNTY, NV **2023-1001098**  
Rec:\$40.00  
\$40.00 Pgs=6 10/03/2023 11:15 AM  
SOUTHWEST GAS CORPORATION  
SHAWNYNE GARREN, RECORDER



CR-131924-1, JZ  
Interest: 11260-3  
Project: 7448  
Contract: 2060  
Douglas County  
Adjacent APNs: 1319-23-000-012  
and 1319-24-000-016  
Original Recordation # 0112 853

Recording requested by & return to:  
Division of State Lands  
901 South Stewart Street, Suite 5003  
Carson City, Nevada 89701-5246

**NON-EXCLUSIVE EASEMENT AMENDMENT-3**  
**GREAT BASIN GAS TRANSMISSION COMPANY**  
**NATURAL GAS PIPELINE**  
**CARSON RIVER-DOUGLAS COUNTY**

THIS NON-EXCLUSIVE EASEMENT AMENDMENT, made and entered into this 2<sup>nd</sup> day of October, 2023, by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS, and the State Land Registrar, hereinafter referred to as GRANTOR, and in GREAT BASIN GAS TRANSMISSION COMPANY, hereinafter referred to as GRANTEE.

**WITNESSETH:**

WHEREAS, GRANTOR granted two (2) Non-Exclusive Easements to GRANTEE dated August 1, 1997 for the existing eight (8) inch and twelve (12) inch steel natural gas pipelines and appurtenances crossing the east and west forks of the Carson river, with the right to construct, install, operate, inspect, maintain, reconstruct and remove said pipelines and appurtenances together with rights-of-ways therefore and right of ingress thereto and egress

therefrom, across, upon, in, over, and under associated with that certain property situate and lying within Douglas County, further described as adjacent Assessor's parcel numbers 1319-23-000-012 and 1319-24-000-016 and;

WHEREAS, the Non-Exclusive Easement contained a paragraph that in part reads as follows: "FOR AND IN CONSIDERATION of these two (2) easements and rights-of-ways for pipeline purposes, GRANTEE, its successors and assigns, hereby agrees to continue to pay annual rental fees in the amount of FIVE HUNDRED DOLLARS AND NO/100 (\$500.00) per year to the State of Nevada." Said fees to be paid in advance commencing on the execution date of this Non-Exclusive Easement and on or before November 1, every year thereafter for the entire duration of said Non-Exclusive Easement; and

WHEREAS, the Non-Exclusive Easement gives the GRANTOR the right to re-assess and adjust the Non-Exclusive Easement fees for the pipeline every five (5) years to reflect any change in value during the term of the Non-Exclusive Easement; and

WHEREAS, on or about December 13, 2011, GRANTOR completed a rental reevaluation wherein the rental fee increased from FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) to FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$560.00); and

WHEREAS, on or about January 26, 2018, GRANTOR completed a rental reevaluation wherein the rental fee did not increase from FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$560.00), yet language was updated; and

WHEREAS, in 2021, PAIUTE PIPELINE COMPANY changed company name to GREAT BASIN GAS TRANSMISSION COMPANY; and

WHEREAS, GRANTOR recently completed a rental re-evaluation and determined that the annual use fee did not increase, yet Easement will be amended for Late Fee and Attorney Fee and Venue language; and

NOW THEREFORE, GRANTOR and GRANTEE agree to amend the Non-Exclusive Easement as follows:

FOR AND IN CONSIDERATION of this Non-Exclusive Easement, GRANTEE, along with its successors and assigns, hereby agrees to pay a use fee in the amount of FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$560.00) under Contract 2060 per year to the State of Nevada beginning on or before November 1, 2023 and on or before November 1 each year thereafter. The State of Nevada reserves the right to reassess and adjust the use fee every FIVE (5) years.

1. LATE FEES: The annual use fee shall be paid in advance to GRANTOR and shall be due on or before the due date as provided herein. Any payment made after this due date shall be subject to a late payment fee in the amount of TWENTY EIGHT AND NO/100 DOLLARS (\$28.00). If fees, including late fees, become more than SIXTY (60) days in arrears, the Non-Exclusive Easement may be terminated by GRANTOR.

2. ATTORNEYS' FEES: In the event any action is filed in relation to this agreement, the unsuccessful party shall pay to the unsuccessful party, in addition to all sums either party may be called on to pay, a reasonable sum for the successful party's attorneys not to exceed ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per billable hour. Any lawsuit

brought to resolve a dispute arising from this Authorization must be brought either in the location of the Project or in Carson City, Nevada.

3. RECORDING: This Non-Exclusive Utility Easement shall be recorded in the official real estate records of the county in which the property is located. GRANTEE shall be responsible for all recording fees.

All other terms and conditions of the Non-Exclusive Easement remain in full force and effect, with no other changes, modifications, or amendments thereto.

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IN WITNESS WHEREOF, the parties hereto have executed this amended Non-Exclusive Easement as of the day and year first above written.

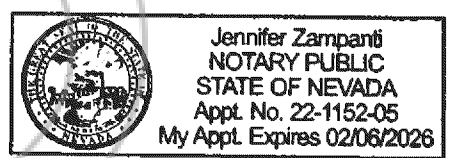
**GRANTOR:**  
**STATE OF NEVADA**  
**Division of State Lands**

By: Charles Donohue  
CHARLES DONOHUE  
Administrator and State Land Registrar

STATE OF NEVADA )  
 )  
 ) :ss.  
COUNTY OF CARSON CITY )

On, October 2, 2023 CHARLES DONOHUE, ADMINISTRATOR AND STATE LAND REGISTRAR, DIVISION OF STATE LANDS, personally appeared before me, a notary public, who acknowledged that he executed the above instrument.

Jennifer Zampani  
NOTARY PUBLIC



**APPROVED as to Form:**  
**AARON D. FORD**  
**Attorney General**

By: Nathan Holland  
NATHAN HOLLAND  
Deputy Attorney General

September 18, 2023  
Date

**GRANTEE:  
GREAT BASIN GAS TRANSMISSION COMPANY**

By: Frank Maglietti  
FRANK MAGLIETTI  
Senior Manager

STATE OF NEVADA )  
  ) :SS  
COUNTY OF CLARK )

On, SEPTEMBER 27, 2023 FRANK MAGLIETTI, SENIOR MANAGER, GREAT BASIN GAS TRANSMISSION COMPANY, personally appeared before me, a notary public, who acknowledged that he executed the above instrument.

Susan R. Mulanax  
NOTARY PUBLIC

