



PARKS-1-0, JZ
Interest: 11212-4
Project: 7445
Contract: 2012
Douglas County
APNs: 1319-09-702-006

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



SHAWNYNE GARREN, RECORDER

NON-EXCLUSIVE EASEMENT AMENDMENT-4
FRONTIER COMMUNICATIONS OF THE SOUTHWEST
TELECOMMUNICATION EASEMENT
MORMON STATION STATE HISTORIC MONUMENT

THIS NON-EXCLUSIVE EASEMENT AMENDMENT, made and entered into this 27th day of December, 2023, by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS, and the State Land Registrar, for and on behalf of the DIVISION OF STATE PARKS, hereinafter referred to as GRANTOR, and FRONTIER COMMUNICATIONS OF THE SOUTHWEST, hereinafter referred to as GRANTEE.

WITNESSETH:

WHEREAS, GRANTOR granted an Non-Exclusive Easement to GRANTEE, dated February 21, 1991 for the purpose of placing electronic equipment, an OPM remote switch, power pedestal, metal splice pedestal, cross connect cabinet, conduits and prefabricated pads together with a right to construct, place, inspect, maintain and remove said equipment and

appurtenances thereto upon that certain property situate and lying within Douglas County, further described as Assessor's parcel number 1319-09-702-006 and;

WHEREAS, the Easement was formerly owned and maintained by CONTEL OF CALIFORNIA, who transferred their interests to VERIZON CALIFORNIA, INCORPORATED, who sold their easement assets to the GRANTEE on July 1, 2010; and

WHEREAS, the Non-Exclusive Easement contained a paragraph that in part reads as follows: "For and in consideration of this Easement and Right-Of-Way for telecommunication purposes, GRANTEE hereby agrees to pay a rental fee of \$250.00 per year to the State of Nevada. Said fee to be paid annually in advance, commencing on April 1, 1991, and on or before APRIL 1, every year thereafter."; and

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

WHEREAS, on or about April 1, 1996, GRANTOR completed a rental reevaluation wherein the rental fee increased from TWO HUNDRED FIFTY DOLLARS AND NO/100 (\$250.00) to TWO HUNDRED SIXTY TWO AND 50/100 DOLLARS (\$262.50) per year; and

WHEREAS, on or about April 1, 2013, GRANTOR completed a rental reevaluation wherein the rental fee increased from TWO HUNDRED SIXTY TWO AND 50/100

DOLLARS (\$262.50) to TWO HUNDRED NINETY AND NO/100 DOLLARS (\$290.00);
and

WHEREAS, on or about September 29, 2017, GRANTOR completed a rental reevaluation wherein the rental fee remained TWO HUNDRED NINETY AND NO/100 DOLLARS (\$290.00); and

WHEREAS, GRANTOR recently completed a rental re-evaluation and determined that the annual use fee did not increase, yet amended the 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 TWO HUNDRED NINETY AND NO/100 DOLLARS (\$290.00) under Contract 2012 per year to the State of Nevada beginning on or before April 1, 2024 and on or before April 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 FIVE AND NO/100 DOLLARS (\$25.00). 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 AND VENUE: In the event any action is filed in relation to this agreement, the unsuccessful party shall pay to the successful 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.

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.

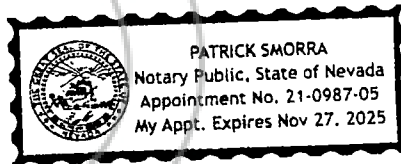
GRANTOR:
STATE OF NEVADA
Division of State Lands

By: Charles Donohue
CHARLES DONOHUE
Administrator and State Land Registrar

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

On, DECEMBER 27, 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.

Patrick Smorra
NOTARY PUBLIC



APPROVED as to Form:
AARON D. FORD
Attorney General

By Nathan D. Ooty for
NATHAN HOLLAND
Deputy Attorney General

11/22/23
Date

APPROVED:
STATE OF NEVADA
Division of State Parks

By: *RCM*
Robert Mergell
Administrator

12-19-23
Date

COOPER

GRANTEE:
FRONTIER COMMUNICATIONS OF THE SOUTHWEST

By: *Chris Willing*
CHRIS WILLING
Senior Network Engineer

STATE OF *Nevada*)
) :SS
COUNTY OF *Douglas*)

On, *December 12th*, 2023 CHRIS WILLING, SENIOR NETWORK ENGINEER,
FRONTIER COMMUNICATIONS OF THE SOUTHWEST, personally appeared before
me, a notary public, who acknowledged that he executed the above instrument.

Corey Dowell
NOTARY PUBLIC

