



CR-131922-2, CR-131923-2 AF

Interest: 15307-1

Project: 7623

Contract: 4749

Douglas County

Adjacent APNs: 1319-22-000-010, 1319-22-000-011, 1319-23-000-011

Location: Section 22 AND 23, Township 13 North, Range 19 East

Original Recordation #2018-915827

Recording requested by & return to:

Division of State Lands

901 South Stewart Street, Suite 5003

Carson City, Nevada 89701-5246

**NON-EXCLUSIVE EASEMENT AMENDMENT-1**  
**GREAT BASIN GAS TRANSMISSION COMPANY**  
**NATURAL GAS PIPELINE EASEMENT**  
**CARSON RIVER**

THIS NON-EXCLUSIVE EASEMENT AMENDMENT, made and entered into this 20<sup>th</sup> day of May, 2024, 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 GREAT BASIN GAS TRANSMISSION COMPANY, A Nevada Corporation and wholly-owned subsidiary of Southwest Gas Corporation, hereinafter referred to as GRANTEE.

**WITNESSETH:**

WHEREAS, GRANTOR granted an Non-Exclusive Easement to GRANTEE dated June 6, 2018 and recorded June 21, 2018 as Instrument No. 2018-915827, Official Records of Douglas County, for the installation of ONE (1) Eight (8) inch and ONE (1) TWELVE (12) inch natural gas steel pipelines and appurtenances ("Pipeline Facilities) installed, which

crosses the Carson River at the East Brockliss Slough, West Brockliss Slough, and at the Home Slough, on Muller Lane in Douglas County within Section 22 and 23, Township 13 North, Range 19 East, M.D.M., Douglas County, with the right to construct, install, inspect, maintain, reconstruct and remove said natural gas steel pipeline and appurtenances together with a right-of-way therefore and the right of ingress thereto and egress therefrom, across, upon in, over and under the land described therein; and

WHEREAS, the Non-Exclusive Easement contained a paragraph that in part reads as follows: "For and in consideration of the Project, GRANTEE, its successors and assigns, hereby agree to pay an annual use fee in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per year to the GRANTOR for the Project [per NRS 321.003(2), 322.060(2)]. Said fees to be paid in advance commencing on the execution date of this Non-Exclusive Easement and on or before April 15, 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 natural gas steel pipeline every five (5) years to reflect any change in value during the term of the Non-Exclusive Easement; 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, Attorney Fee and Venue, and Recording 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 agree to pay a use fee in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) under Contract 4749, per year to the State of Nevada beginning on or before April 15, 2025, 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.

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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COPY

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

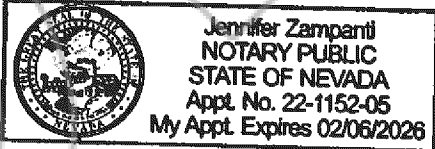
**GRANTOR:  
STATE OF NEVADA  
Division of State Lands**

By: Charles Donohue  
CHARLES DONOHUE  
Administrator and State Land Registrar

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

On, May 20, 2024 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 Zampanti  
NOTARY PUBLIC



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

By Nathan Holland  
NATHAN HOLLAND  
Deputy Attorney General

March 18, 2024  
Date

**GRANTEE:**  
**GREAT BASIN GAS TRANSMISSION COMPANY**  
A Nevada Corporation

By: *[Signature]*  
FRANK MAGLIETTI  
Director/Interstate Pipelines

STATE OF NEVADA )  
: ss.  
COUNTY OF CLARK )

On, APRIL 3, 2024, FRANK MAGLIETTI,  
personally appeared before me, a notary public, who acknowledged that HE/SHE executed  
the above instrument.

*[Signature]*  
NOTARY PUBLIC

