



PARKS-3-0, JZ
Interest: 15125-1
Project: 7566
Contract: 4618
Lincoln County
APNs: 013-130-05 & 018
Location: S19, T4S, R67E

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



OFFICIAL RECORD
AMY ELMER, RECORDER

NON-EXCLUSIVE EASEMENT AMENDMENT-1
LINCOLN COUNTY POWER DISTRICT NO. 1
TRANSMISSION LINE
KERSHAW-RYAN STATE PARK

THIS NON-EXCLUSIVE EASEMENT AMENDMENT, made and entered into this 2nd day of July, 2024, 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 NEVADA DIVISION OF STATE PARKS, hereinafter referred to as GRANTOR, and LINCOLN COUNTY POWER DISTRICT NO. 1, hereinafter referred to as GRANTEE.

WITNESSETH:

WHEREAS, GRANTOR granted an Non-Exclusive Easement to GRANTEE dated December 14, 2017 for the purpose of constructing and maintaining electric transmission and/or distribution lines through Kershaw-Ryan State Park, associated with that certain property situate and lying within Lincoln County, further described as Assessor's parcel

numbers 013-130-05 and 013-130-018, within Section 19, Township 4 South, Range 67 East, Mount Diablo Meridian; 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 NOVEMBER 30TH, every year thereafter for the entire duration of said Non-Exclusive Easement.”; and

WHEREAS, the Non-Exclusive Easement gives the GRANTOR the right to reassess and adjust the Non-Exclusive Easement fees for the power line 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 the annual use fee did increase, and Easement will be amended for Consideration, 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 agrees to pay a use fee in the amount of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) under Contract 4618 per year to the State of Nevada beginning on or before November 30, 2024, and on or before November 30 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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IN WITNESS WHEREOF, the parties hereto have executed this amended Non-Exclusive Easement as of the day and year first above written.

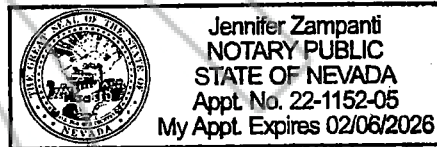
GRANTOR:
STATE OF NEVADA
Division of State Lands

By: Charles Donohue
CHARLES DONOHUE
Administrator and State Land Registrar

STATE OF NEVADA
COUNTY OF CARSON CITY

This instrument was acknowledged before me on July 2, 2024, by Charlie Donohue as Administrator and State Land Registrar of the Division of State Lands.

Jennifer Zampani
NOTARY PUBLIC



APPROVED as to Form:
AARON D. FORD
Attorney General

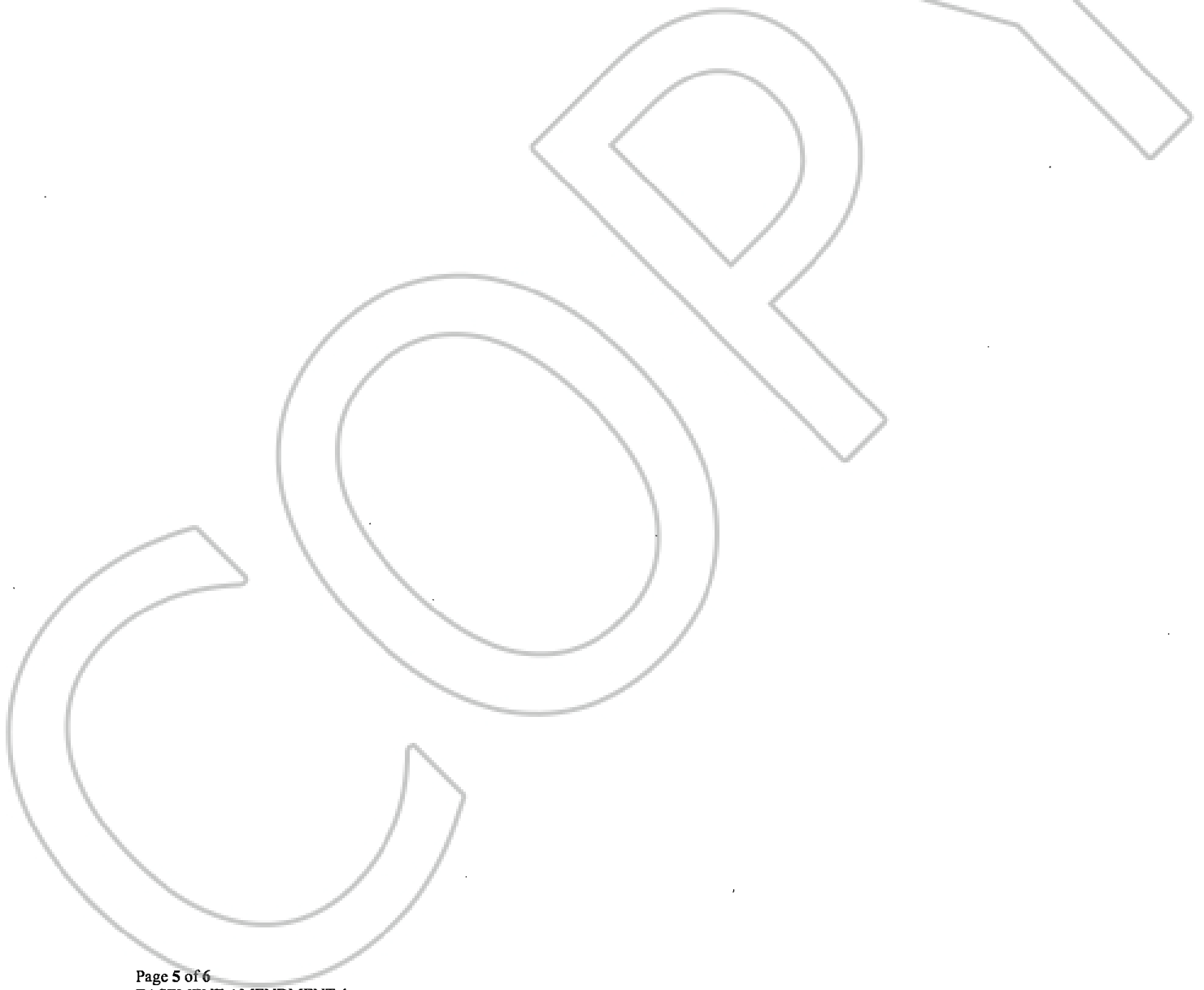
By: Nathan Holland
NATHAN HOLLAND
Deputy Attorney General

Date: June 11, 2024

APPROVED:
STATE OF NEVADA
Division of State parks

By: 
ROBERT MERGELL
Administrator

Date: 6-20-29



GRANTEE:
LINCOLN COUNTY POWER DISTRICT NO. 1

By: *Dane Bradfield*
DANE BRADFIELD
General Manager

STATE OF Nevada
COUNTY OF Lincoln

This instrument was acknowledged before me on 6/17/24, 2024, by
DANE BRADFIELD as GENERAL MANAGER of LINCOLN COUNTY POWER
DISTRICT NO. 1.

Louise M. Carlson
NOTARY PUBLIC

