

APNS:

008-261-23

RECORDING REQUESTED BY:

C&O Holdings, LLC



OFFICIAL RECORD  
AMY ELMER, RECORDER

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**GRANT OF EASEMENTS**

This Grant of Easements (this "**Agreement**") is made and entered into as of this 17<sup>th</sup> day of May, 2024 (the "**Effective Date**"), by and between C&O Holdings, LLC, a Nevada limited liability company ("**Grantor**"), and Lincoln County Power District No. 1, a **General Improvement District of the State of Nevada existing under the provisions of Chapter 318 of the Nevada Revised Statutes** ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and may be collectively referred to as the "**Parties**".

**RECITALS**

A. Grantor is the owner of certain real property located in Lincoln County, Nevada, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Grantor's Property**").

B. Grantee is the owner of certain aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements (collectively, "**Utility Facilities**").

C. To ensure that Grantee possesses sufficient real estate rights in the real property on which the Utility Facilities have been constructed, the Grantee desires to obtain, and Grantor desires to grant, certain easements ("**Grantee's Project**"), upon the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

**AGREEMENT**

**I. Recitals.** The foregoing Recitals are true and correct and are incorporated herein by this reference.

**II. Grant of Easements.** Grantor hereby grants and conveys to Grantee and its successors and assigns the following non-exclusive perpetual rights and easements (the "**Easements**"):

(a) to construct, operate, add to, modify, maintain, repair, and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property legally described and generally depicted in **Exhibit "B"** and **Exhibit "B-1"** attached hereto and by this reference made a part hereof (the "**Easement Area**");

(b) for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area; and

(c) to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem reasonably necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

**III. Terms and Conditions.**

(a) Term. This Agreement is effective for all purposes as of the Effective Date. The Easements granted by this Agreement shall be perpetual. Notwithstanding the foregoing, in the event Grantee ceases use of the Easement Area for a period of twenty-four (24) consecutive months, the Easements shall be deemed abandoned and this Agreement shall automatically terminate.

(b) Compliance with Laws; Maintenance. Grantee shall comply with all federal, state, and local laws, regulations, and directives applicable to the Grantor's Property. Grantee shall indemnify and hold harmless Grantor from all loss, claims, or damage resulting from Grantee's failure to comply with such laws. Grantee shall have the right to make such surface cuts within the Easement Area as may be necessary to maintain the clearance between transmission lines (or other cables and wires) and the surface of the ground that may be required by the orders of any governmental or quasi-governmental bodies having jurisdiction, or that may be otherwise necessary for the economical construction, maintenance, or operation of the Utility Facilities. Following installation, maintenance, repair, replacement, or any other work to the Utility Facilities, Grantee shall promptly return the Easement Area to its original state and shall remove all rubble, debris, construction equipment, excavated material, or other equipment and property that is not a part of Grantee's permanent and ongoing operations from within the Easement Area. Grantee shall not store vehicles, equipment, or other items within the Easement Area that are not directly necessary to the active and ongoing maintenance of the Utility Facilities.

Grantee shall not be permitted to erect any fence, gate, or other barrier in the Easement Area without the prior written consent of Grantor.

(c) Successors and Assigns. This Agreement runs with the land and shall be binding on the parties' successors and permitted assigns. Notwithstanding the foregoing, this Agreement may not be assigned, transferred, or conveyed by Grantee without the prior written consent of Grantor.

(d) Liability for Damage and Indemnity (Grantee). Grantee shall be responsible for all loss, claims, or damages caused by the actions, omissions, or negligence of Grantee, its agents, contractors, and employees in constructing, operating, adding to, maintaining, repairing, replacing, or removing the Utility Facilities and shall indemnify and hold harmless Grantor from all such loss, damage, or claims.

(e) Liability for Damage and Indemnity (Grantor). Grantor shall be responsible for all loss, claims, or damages to the Utility Facilities caused by Grantor's willful conduct or gross negligence, and Grantor shall indemnify and hold harmless Grantee from all such loss, damage or claims.

(f) Sharing of Easement Area. Grantor shall have the right to grant a non-exclusive easement interest in the Easement Area to any third party, provided that such third party shall not impede or interfere with Grantee's Utility Facilities or use of the Easement Area. Grantee hereby acknowledges and agrees that, to the extent additional easements are granted to third parties in the Easement Area, Grantee shall not impede or interfere with such grantee's use of the Easement Area.

(g) Mechanic's Liens. Grantee shall not permit any mechanic's or materialman's liens to be filed against the Grantor Property. In the event any such liens are filed, Grantee shall promptly take action to cause such liens to be discharged or removed within ten (10) business days.

(h) No Public Dedication. Nothing contained herein shall be deemed a dedication of the Grantor Property for the general public or for any public use or purpose whatsoever.

**IV. Notices.** All notices which either Party hereto may be required or desire to serve upon the other Party shall be in writing and shall be served upon such other Party (a) by personal service upon such other Party, whereupon service shall be deemed complete; (b) by Federal Express, UPS, or other recognized overnight delivery service, whereupon service shall be deemed complete the next business day; or (c) by mailing a copy thereof by certified or registered mail, with return receipt requested, whereupon service shall be deemed complete on the day actual delivery is made, as shown by the addressee's registry or certification receipt, or at the expiration of the third day after the date of mailing, whichever first occurs. Notice addresses for the parties are as follows:

GRANTOR:

C&O Holdings, LLC

1700 S. Pavilion Center Drive, Suite #300  
Las Vegas, NV 89135  
Attn: Robert Evans

GRANTEE:

Lincoln County Power District No. 1  
Bullionville Road  
Panaca, NV 89042

**V. General Provisions.**

(a) Further Cooperation. Grantee shall cooperate with any request from Grantor to execute commercially reasonable estoppel certificates, subordination agreements, non-disturbance agreements, and such other agreements as may be requested from time-to-time.

(b) Modification and Waiver. No claim of waiver, modification, consent, or acquiescence with respect to any provision of this Agreement shall be effective against either Party except on the basis of a recorded, written instrument executed by such Party.

(c) No Other Inducement. The making, execution, and delivery of this Agreement by the Parties hereto has been induced by no representations, statements, warranties, or agreements other than those herein expressed.

(d) Construction and Interpretation. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; if any provision of this Agreement shall be adjudicated invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. It is hereby acknowledged that both Parties had material participation in the preparation of this Agreement, and any uncertainty or ambiguity is not intended to be, and indeed shall not be, interpreted against any one Party. Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and neuter, and vice versa.

(e) Headings. The section headings of this Agreement are inserted solely for convenience of reference and are not intended to govern, limit, or aid in the construction of any term or provision hereof.

(f) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada, without giving effect to the choice of law principles of said State.

(g) Additional Actions and Documents. The Parties agree to take such additional actions and execute such additional documents as may be necessary or useful to carry out the transactions contemplated by this Agreement.

(h) Breach Shall Not Permit Termination. No breach of this Agreement shall entitle either Party to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect any other rights which may be available to such Party. Notwithstanding the foregoing, in no event shall either Party be entitled to special, consequential, or punitive damages.

(i) Recording. Within thirty (30) days of execution, this Agreement shall be recorded in the Office of the Lincoln County Recorder.

(j) Counterparts and Electronic Signatures. This Agreement may be executed in counterparts with the effect of creating a single original Agreement. This Agreement may also be executed by DocuSign or similar electronic signing service; provided, however, that any party who elects to use such service shall be responsible for delivering to the other party duly executed and acknowledged signature pages acceptable for recording in the Office of the Lincoln County Recorder.

(k) No Partnership. Nothing in this Agreement shall be construed to create a partnership, joint venture, or any other association between the Parties.

[Remainder of page intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement with the intent that it be effective for all purposes as of the Effective Date regardless of its date of execution.

**Grantor:**

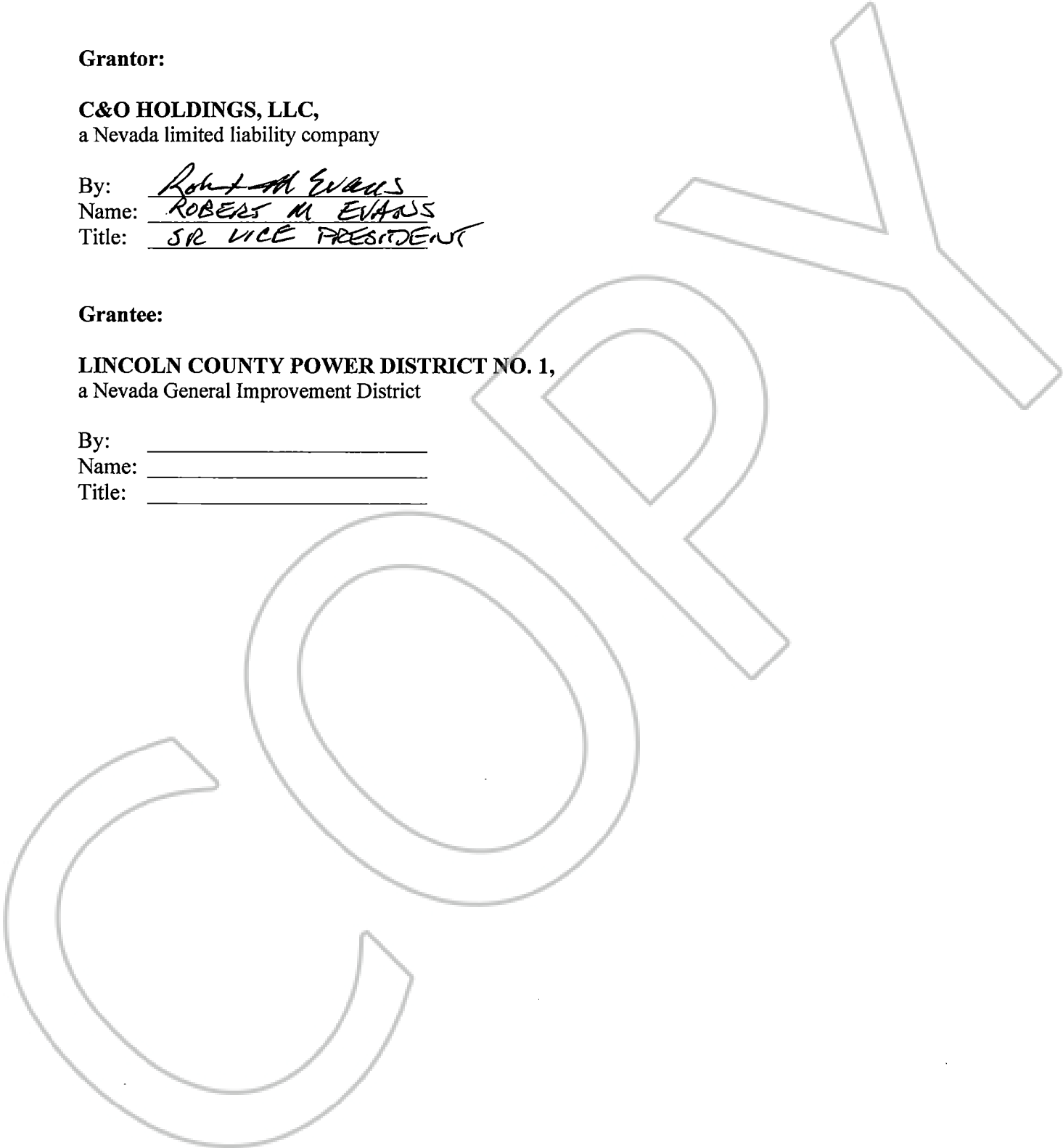
**C&O HOLDINGS, LLC,**  
a Nevada limited liability company

By: Robert M. Evans  
Name: ROBERT M. EVANS  
Title: SR VICE PRESIDENT

**Grantee:**

**LINCOLN COUNTY POWER DISTRICT NO. 1,**  
a Nevada General Improvement District

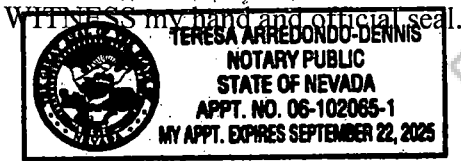
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF Nevada )  
 ) SS.  
COUNTY OF Clark )

On May 17<sup>th</sup>, 2024, before me, Teresa Arredondo-Dennis, a Notary Public, personally appeared Robert M. Evans, Sr. VP, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.



Teresa Arredondo-Dennis  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2024, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement with the intent that it be effective for all purposes as of the Effective Date regardless of its date of execution.

**Grantor:**

**C&O HOLDINGS, LLC,**  
a Nevada limited liability company

By: Robert M. Evans  
Name: ROBERT M. EVANS  
Title: SR VICE PRESIDENT

**Grantee:**

**LINCOLN COUNTY POWER DISTRICT NO. 1,**  
a Nevada General Improvement District

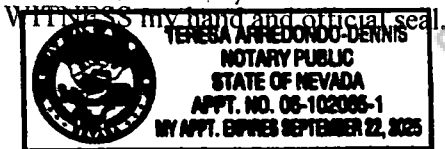
By: Kyle Donohue  
Name: Kyle Donohue  
Title: Manager of Engineering



STATE OF Nevada )  
 ) SS.  
COUNTY OF Clark )

On May 17<sup>th</sup>, 2024, before me, Teresa Arredondo-Dennis, a Notary Public, personally appeared Robert M. Evans, Sr. VP, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.



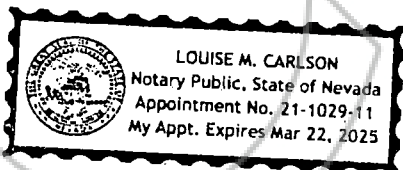
Teresa Arredondo-Dennis  
Notary Public

STATE OF Nevada )  
 ) SS.  
COUNTY OF Lincoln )

On 5/21, 2024, before me, Louise M. Carlson, a Notary Public, personally appeared Kyle Lindhorst, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

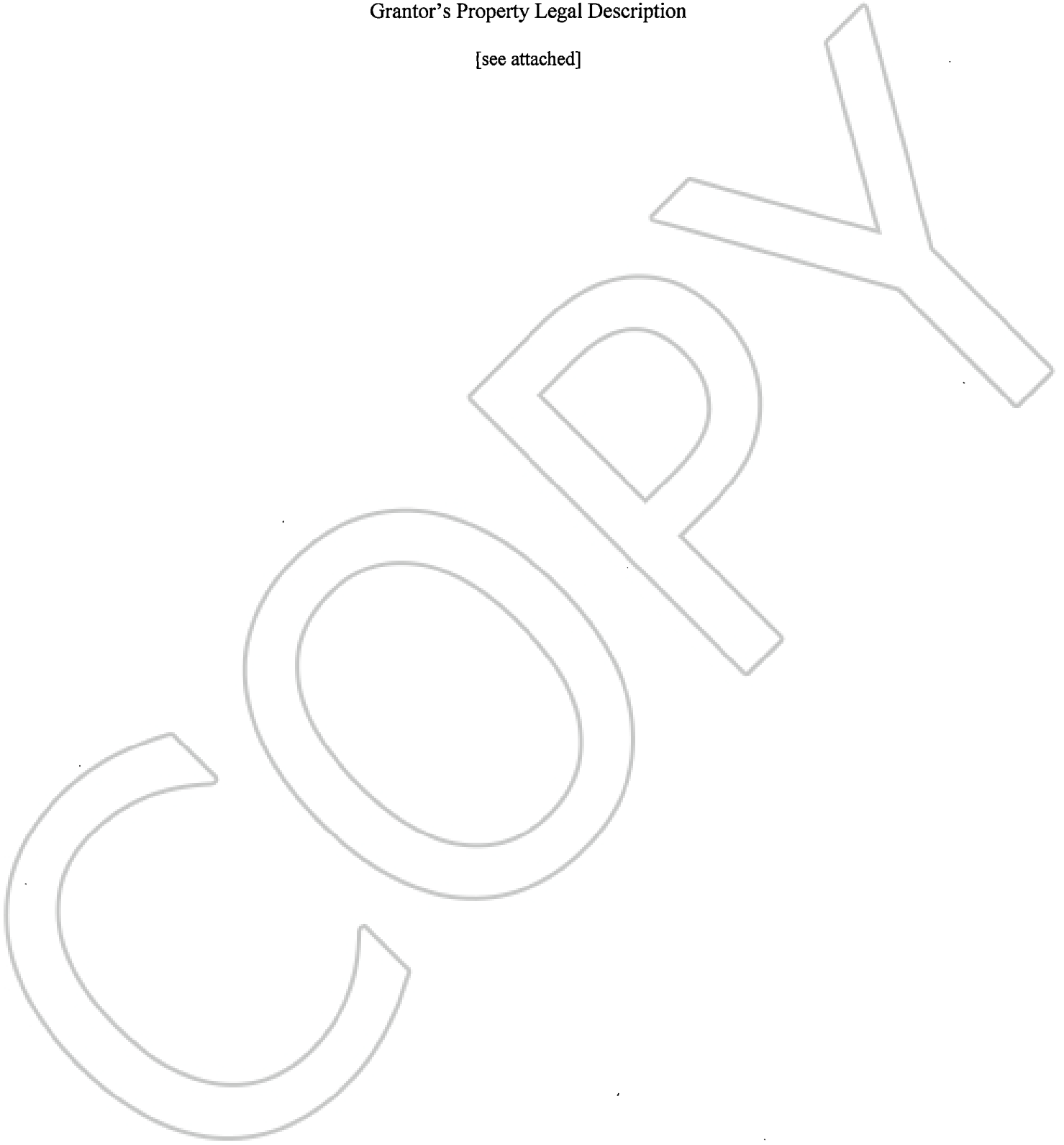


Louise M. Carlson  
Notary Public

**EXHIBIT A**

Grantor's Property Legal Description

[see attached]



**WALLACE MORRIS KLINE SURVEYING, LLC**  
Land Survey Consulting

APN: 008-261-23  
OWNER: C & O HOLDINGS, LLC

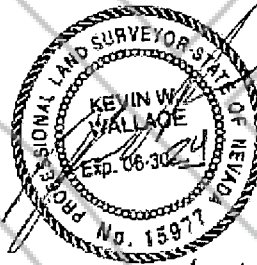
**EXHIBIT "A"**

**EXPLANATION:** THIS DESCRIPTION REPRESENTS A PARCEL OF LAND IN SUPPORT OF THE ESCAPE SOLAR PROJECT.

**DESCRIPTION**

PARCEL 2 AS SHOWN BY DIVISION OF LARGE PARCELS RECORDED NOVEMBER 8, 2023. ON FILE IN DOCUMENT 2023-166158 OF OFFICIAL RECORDS IN THE LINCOLN COUNTY RECORDER'S OFFICE, NEVADA, LYING WITHIN SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M., LINCOLN COUNTY, NEVADA.

KEVIN W. WALLACE, P.L.S.  
NEVADA LICENSE NO. 15977



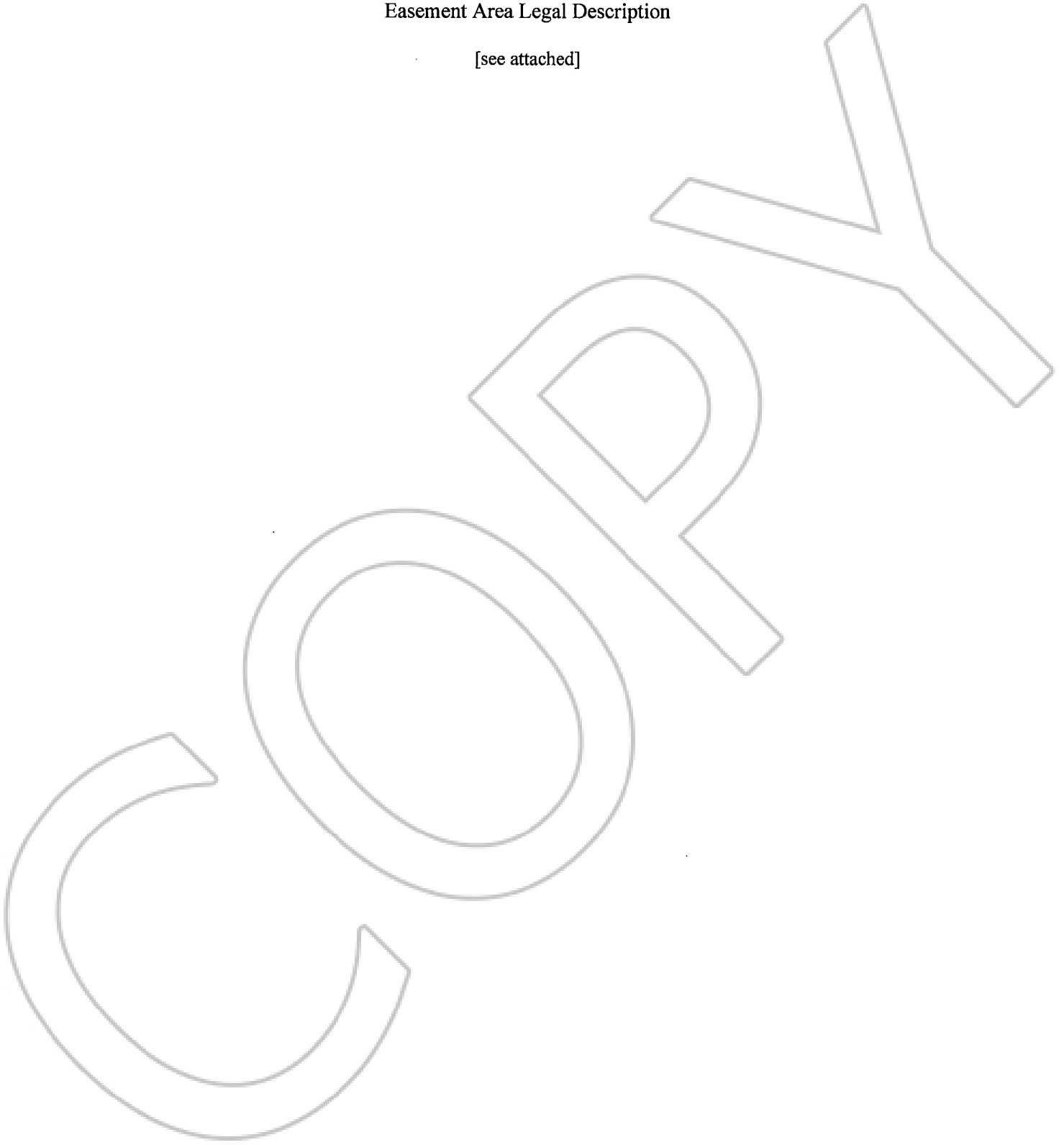
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Page 1 of 1  
6525 W. Warm Springs Road, Suite 100, Las Vegas, Nevada 89118,  
Ph: 702.212.3967 Fx: 702.212.3963

**EXHIBIT B**

Easement Area Legal Description

[see attached]



**WALLACE MORRIS KLINE SURVEYING, LLC.**  
Land Survey Consulting

**APN# 008-261-23**  
**OWNER: C & O HOLDINGS, L.L.C.**

**EXHIBIT "B"**

**EXPLANATION:** THIS DESCRIPTION REPRESENTS AN UTILITY EASEMENT IN SUPPORT OF THE ESCAPE SOLAR PROJECT.

**AREA 1**

A PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN DIVISION OF LARGE PARCELS RECORDED NOVEMBER 8, 2023, ON FILE IN DOCUMENT 2023-166158 OF OFFICIAL RECORDS IN THE LINCOLN COUNTY RECORDER'S OFFICE, NEVADA. LYING WITHIN SECTIONS 17 AND 20, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M., LINCOLN COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 100.00 FEET IN WIDTH BETWEEN THE POINT OF BEGINNING AND A POINT HEREINAFTER REFERRED TO AS POINT "A" AND 200.00 FEET IN WIDTH BETWEEN SAID POINT "A" AND THE POINT OF TERMINATION, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 20 AS SHOWN ON SAID DIVISION OF LARGE PARCELS;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW1/4), NORTH 89°09'45" EAST, 285.71 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTH LINE, NORTH 53°02'30" EAST, 1,678.16 FEET TO SAID **POINT "A"**;

THENCE, NORTH 10°23'29" WEST, 4,765.27 FEET;

THENCE NORTH 06°42'53" EAST, 832.04 FEET TO THE **POINT OF TERMINATION**, SAID POINT HEREINAFTER REFERRED TO AS "**POINT "B"**";

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE SHORTENED OR LENGTHENED TO BEGIN ON THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 20, TO MEET AT ALL ANGLE POINTS, AND TO TERMINATE ON THE SOUTH LINE OF AREA 2 AS DESCRIBED BELOW.

**AREA 2**

A PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN DIVISION OF LARGE PARCELS RECORDED NOVEMBER 8, 2023, ON FILE IN DOCUMENT 2023-166158 OF OFFICIAL RECORDS IN THE LINCOLN COUNTY RECORDER'S OFFICE, NEVADA. LYING WITHIN SECTIONS 17 AND 20, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M., LINCOLN COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE AFOREMENTIONED POINT "B" AS DESCRIBED IN AREA 1, THENCE SOUTH 89°06'05" WEST, 367.15 FEET TO A POINT ON THE MOST NORTH, NORTHEAST CORNER OF THAT CERTAIN EASEMENT KNOWN AS AREA 2 AS DESCRIBED BY "GRANT OF EASEMENT" RECORDED MARCH 19, 2021 ON FILE IN DOCUMENT 2021-159757 OF OFFICIAL RECORDS IN THE LINCOLN COUNTY RECORDER'S OFFICE, NEVADA;

THENCE ALONG THE NORTH LINE OF SAID "GRANT OF EASEMENT", SOUTH 88°53'17" WEST, 53.92 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN EASEMENT AS DESCRIBED BY "GRANT OF EASEMENT" RECORDED MAY 2, 2020 ON FILE IN DOCUMENT 2020-158229 OF OFFICIAL RECORDS IN THE LINCOLN COUNTY RECORDER'S OFFICE, NEVADA;

THENCE ALONG THE EASTERLY LINE OF LAST SAID "GRANT OF EASEMENT", NORTH 00°49'34" WEST, 1,321.91 FEET;

THENCE DEPARTING SAID EASTERLY LINE, NORTH 89°09'18" EAST, 746.52 FEET;

THENCE SOUTH 21°27'50" EAST, 479.49 FEET;

THENCE SOUTH 19°05'55" EAST, 144.85 FEET;

THENCE SOUTH 08°22'32" EAST, 271.74 FEET;

THENCE SOUTH 00°38'48" EAST, 465.05 FEET;

THENCE SOUTH 89°06'05" WEST, 574.11 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 28.22 ACRES, MORE OR LESS.

**AREA 3**

A PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN DIVISION OF LARGE PARCELS RECORDED NOVEMBER 8, 2023, ON FILE IN DOCUMENT 2023-166158 OF OFFICIAL RECORDS IN THE LINCOLN COUNTY RECORDER'S OFFICE, NEVADA. LYING WITHIN SECTIONS 16 AND 17, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M., LINCOLN COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 40.00 FEET IN WIDTH BETWEEN THE POINT OF BEGINNING AND A POINT HEREINAFTER REFERRED TO AS POINT "C," AND 35.00 FEET IN WIDTH BETWEEN SAID POINT "C" AND THE POINT OF TERMINATION, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 17 AS SHOWN ON SAID DIVISION OF LARGE PARCELS;

THENCE ALONG THE WEST LINE OF SAID SECTION 17, SOUTH 00°52'59" EAST, 85.24 FEET;

THENCE DEPARTING SAID WEST LINE, THENCE NORTH 89°11'37" EAST, 746.85 FEET TO THE **POINT OF BEGINNING**, SAID POINT ALSO BEING ON THE NORTH LINE OF EXISTING BUREAU OF LAND MANAGEMENT RIGHT-OF-WAY AS SHOWN BY CASE FILE N-63356 ON FILE IN THE LAS VEGAS FIELD OFFICE OF THE BLM;

THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 24°21'28" WEST, 1,090.46 FEET;

THENCE NORTH 30°16'32" WEST, 34.66 FEET TO A POINT ON THE SOUTHWEST CORNER OF A WATERLINE EASEMENT RECORDED MAY 31, 2019, ON FILE IN DOCUMENT 2019-156302 OF OFFICIAL RECORDS IN THE LINCOLN COUNTY RECORDER'S OFFICE, NEVADA, ALSO BEING SAID **"POINT C"**;

THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID WATER EASEMENT, THE FOLLOWING TEN (10) COURSES:

- 1) NORTH 30°16'32" WEST, 125.68 FEET;
- 2) NORTH 40°15'57" WEST, 93.72 FEET;
- 3) NORTH 43°13'09" WEST, 105.02 FEET;
- 4) NORTH 45°05'43" WEST, 100.48 FEET;
- 5) NORTH 43°01'31" WEST, 65.91 FEET;
- 6) NORTH 49°01'31" WEST, 42.32 FEET;
- 7) NORTH 44°48'59" WEST, 101.44 FEET;

- 8) NORTH 44°03'04" WEST, 98.81 FEET;
- 9) NORTH 48°33'07" WEST, 89.06 FEET;
  
- 10) NORTH 56°33'59" WEST, 104.58 FEET;

THENCE DEPARTING SAID WESTERLY LINE AND CONTINUING ALONG THE PROLONGATION THEREOF, NORTH 56°33'59" WEST, 147.82 FEET;

THENCE NORTH 11°58'15" WEST, 81.32 FEET TO A POINT ON SAID WESTERLY LINE;

THENCE CONTINUING ALONG SAID WESTERLY LINE, THE FOLLOWING TEN (10) COURSES:

- 1) NORTH 11°58'15" WEST, 108.86 FEET;
- 2) NORTH 10°19'39" WEST, 106.44 FEET;
- 3) NORTH 11°12'40" WEST, 104.77 FEET;
- 4) NORTH 13°05'28" WEST, 101.14 FEET;
- 5) NORTH 17°06'28" WEST, 98.21 FEET;
- 6) NORTH 35°20'55" WEST, 96.04 FEET;
- 7) NORTH 44°22'21" WEST, 105.96 FEET;
- 8) NORTH 35°25'24" WEST, 117.07 FEET;
  
- 9) NORTH 18°23'02" WEST, 102.99 FEET TO THE NORTH LINE OF SAID PARCEL 2, ALSO BEING THE **POINT OF TERMINATION**.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE SHORTENED OR LENGTHENED TO BEGIN ON THE NORTH LINE OF SAID BUREAU OF LAND MANAGEMENT RIGHT-OF-WAY AS SHOWN BY CASE FILE N-63356, TO MEET AT ALL ANGLE POINTS, AND TO TERMINATE ON THE NORTH LINE OF SAID PARCEL 2.



**AREA 4**

A PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN DIVISION OF LARGE PARCELS RECORDED NOVEMBER 8, 2023, ON FILE IN DOCUMENT 2023-166158 OF OFFICIAL RECORDS IN THE LINCOLN COUNTY RECORDER'S OFFICE, NEVADA. LYING WITHIN SECTIONS 16 AND 17, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M., LINCOLN COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 40.00 FEET IN WIDTH, LYING 20.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 17 AS SHOWN ON SAID DIVISION OF LARGE PARCELS;

THENCE ALONG THE WEST LINE OF SAID SECTION 17, SOUTH 00°52'59" EAST, 85.24 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89°11'37" EAST, 880.93 FEET TO THE **POINT OF BEGINNING**, SAID POINT ALSO BEING ON THE NORTH LINE OF EXISTING BUREAU OF LAND MANAGEMENT RIGHT-OF-WAY AS SHOWN BY CASE FILE N-63356 ON FILE IN THE LAS VEGAS FIELD OFFICE OF THE BLM;

THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 40°42'38" WEST, 52.23 FEET;

THENCE NORTH 30°58'16" WEST, 246.84 FEET;

THENCE NORTH 26°58'27" WEST, 554.65 FEET;

THENCE NORTH 16°53'47" WEST, 53.99 FEET;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 66.15 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 91°02'56", AN ARC LENGTH OF 105.11 FEET;

THENCE NORTH 66°42'45" EAST, 338.27 FEET;

THENCE NORTH 68°15'03" EAST, 445.87 FEET;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 166.45 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 19°22'34", AN ARC LENGTH OF 56.29 FEET TO A POINT OF COMPOUND CURVATURE TO WHICH A RADIAL LINE BEARS NORTH 02°22'23" WEST;

THENCE ALONG AN ARC HAVING A RADIUS OF 521.63 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 10°20'57", AN ARC LENGTH OF 94.22 FEET;

THENCE SOUTH 81°04'33" EAST, 186.12 FEET;

THENCE SOUTH 71°46'25" EAST, 451.80 FEET;  
THENCE SOUTH 64°11'36" EAST, 215.08 FEET;  
THENCE SOUTH 67°01'41" EAST, 348.81 FEET;  
THENCE SOUTH 59°38'20" EAST, 263.47 FEET;  
THENCE SOUTH 54°56'50" EAST, 666.88 FEET;  
THENCE SOUTH 56°33'37" EAST, 280.42 FEET;  
THENCE SOUTH 69°49'58" EAST, 137.38 FEET;  
THENCE SOUTH 89°59'56" EAST, 367.04 FEET;  
THENCE NORTH 89°09'19" EAST, 974.18 FEET;  
THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 133.07 FEET,  
CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 31°49'16", AN ARC LENGTH  
OF 73.90 FEET;

THENCE SOUTH 54°23'10" EAST, 117.73 FEET;  
THENCE SOUTH 86°04'05" EAST, 240.97 FEET;  
THENCE NORTH 83°34'08" EAST, 262.00 FEET;  
THENCE NORTH 75°07'16" EAST, 470.26 FEET;  
THENCE SOUTH 86°04'20" EAST, 534.83 FEET;  
THENCE NORTH 78°06'42" EAST, 150.09 FEET;  
THENCE NORTH 68°29'18" EAST, 189.76 FEET;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 205.60 FEET,  
CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 84°12'39", AN ARC LENGTH  
OF 302.18 FEET TO THE NORTH LINE OF TRACT 37 AS CONVEYED TO THE CITY OF  
MESQUITE BY "GRANT, BARGAIN, SALE DEED" RECORDED NOVEMBER 14, 1989 ON  
FILE IN DOCUMENT 1989-092684 OF OFFICIAL RECORDS IN THE LINCOLN COUNTY  
RECORDER'S OFFICE, NEVADA, ALSO BEING THE **POINT OF TERMINATION**.

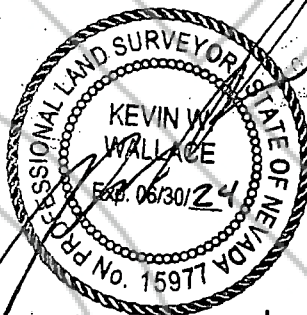
THE SIDELINES OF SAID STRIP OF LAND ARE TO BE SHORTENED OR LENGTHENED  
TO BEGIN ON THE NORTH LINE OF SAID BUREAU OF LAND MANAGEMENT RIGHT-OF-  
WAY AS SHOWN BY CASE FILE N-63356, TO MEET AT ALL ANGLE POINTS, AND TO  
TERMINATE ON THE NORTH LINE OF SAID OF TRACT 37.

**EXCEPTING THEREFROM** THOSE CERTAIN PARCELS OF LAND KNOWN AS TRACT 37 AND TRACT 38 AS CONVEYED TO THE CITY OF MESQUITE BY "GRANT, BARGAIN, SALE DEED" RECORDED NOVEMBER 14, 1989 ON FILE IN DOCUMENT 1989-092684 OF OFFICIAL RECORDS IN THE LINCOLN COUNTY RECORDER'S OFFICE, NEVADA, AND THAT CERTAIN PARCEL OF LAND AS CONVEYED TO SHARLET HOLDINGS II, LLC BY "GRANT, BARGAIN, SALE DEED" RECORDED MAY 9, 2017 ON FILE IN DOCUMENT 2017-151741 OF OFFICIAL RECORDS IN THE LINCOLN COUNTY RECORDER'S OFFICE, NEVADA.

**BASIS OF BEARINGS**

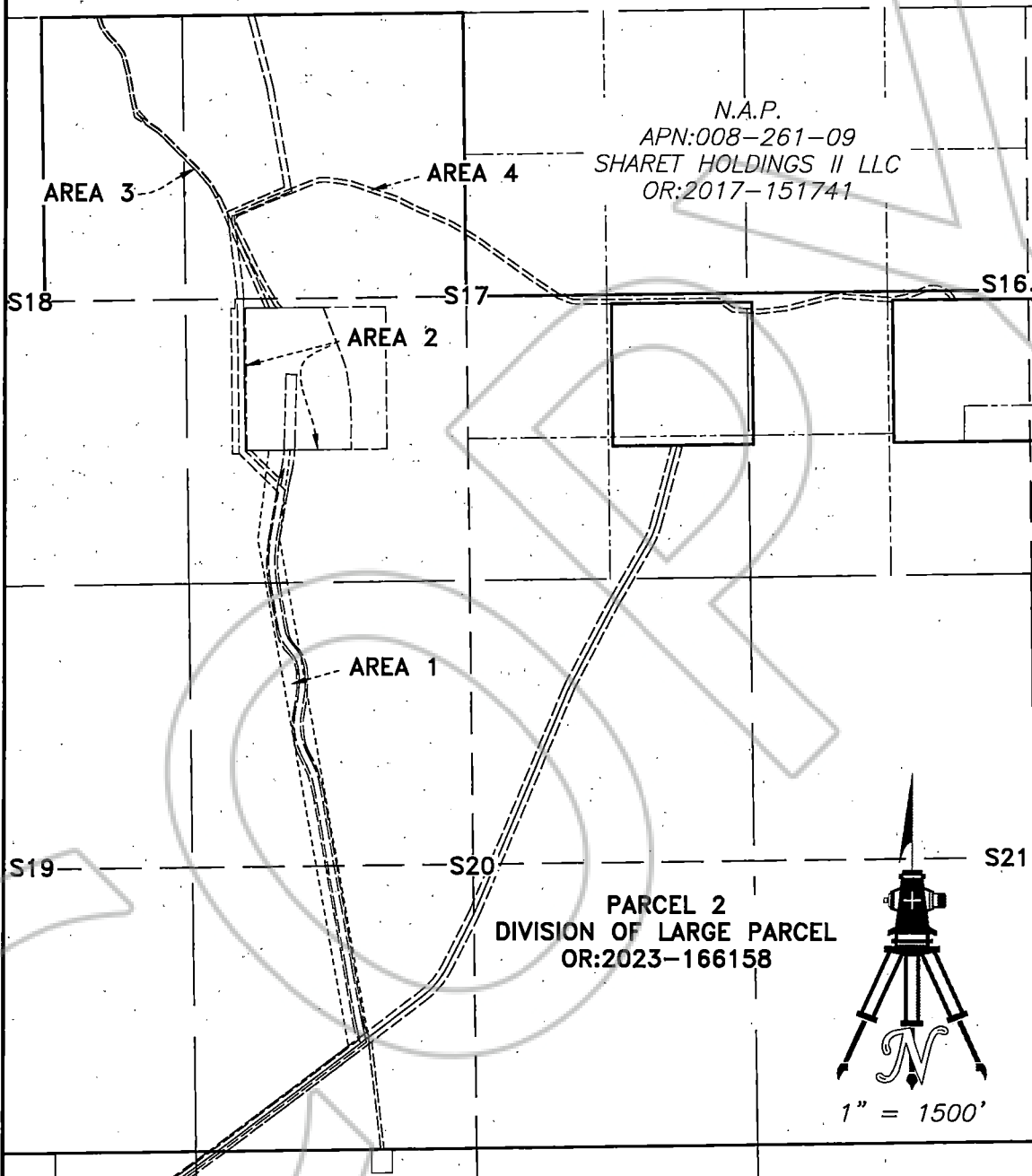
NORTH 89°09'27" EAST, BEING THE BEARING OF THE NORTH LINE OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M., LINCOLN COUNTY, NEVADA. SAID BEARING IS BASED ON STATE PLANE COORDINATE SYSTEM, NEVADA EAST ZONE 2701, GLOBAL REFERENCE DATUM NAD83(2011), GLOBAL REFERENCE EPOCH 2010.

KEVIN W. WALLACE, P.L.S.  
NEVADA LICENSE NO. 15977



5-2-24

APN: 008-261-23  
OWNER: C & O HOLDINGS, L.L.C.  
NOTE: SEE PAGE 10 FOR LEGEND



WALLACE MORRIS KLINE  
SURVEYING, LLC.  
LAND SURVEY CONSULTING

6525 W. WARM SPRINGS RD.  
#100, LAS VEGAS, NV 89118

EXHIBIT "B"

LYING WITHIN SECTIONS 16, AND 17,  
TOWNSHIP 12 SOUTH, RANGE 71 EAST,  
M.D.M., LINCOLN COUNTY, NEVADA.

APN: 008-261-23  
 OWNER: C & O HOLDINGS, L.L.C.  
 NOTE: SEE PAGE 10 FOR LEGEND

SEE PAGE 2

BLM RIGHT-OF-WAY  
 PER CASE FILE  
 N-63356 (CLOSED BUT 100'  
 WITH 30 YEAR LEASE  
 PER ORIGINAL GRANT)

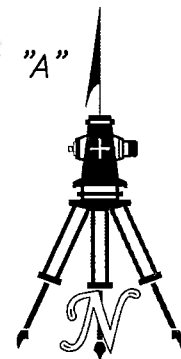
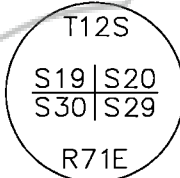
PARCEL 2  
 DIVISION OF LARGE PARCEL  
 OR:2023-166158

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°09'45"E	285.71'

60' PERPETUAL NATURAL GAS  
 PIPELINE EASEMENT TO 60'  
 SOUTHWEST GAS PER DOC NO.  
 2020-158229. TOQUOP TANK 60'  
 ROAD-PUBLIC ACCESS TO BLM

MESQUITE  
 HEIGHTS ROAD

POINT "A"



1" = 500'

POB AREA 1

POC  
 T  
 PARCEL 1  
 DIVISION OF LARGE PARCEL  
 OR:2023-166158  
 N.A.P.

WALLACE MORRIS KLINE  
 SURVEYING, LLC.  
 LAND SURVEY CONSULTING

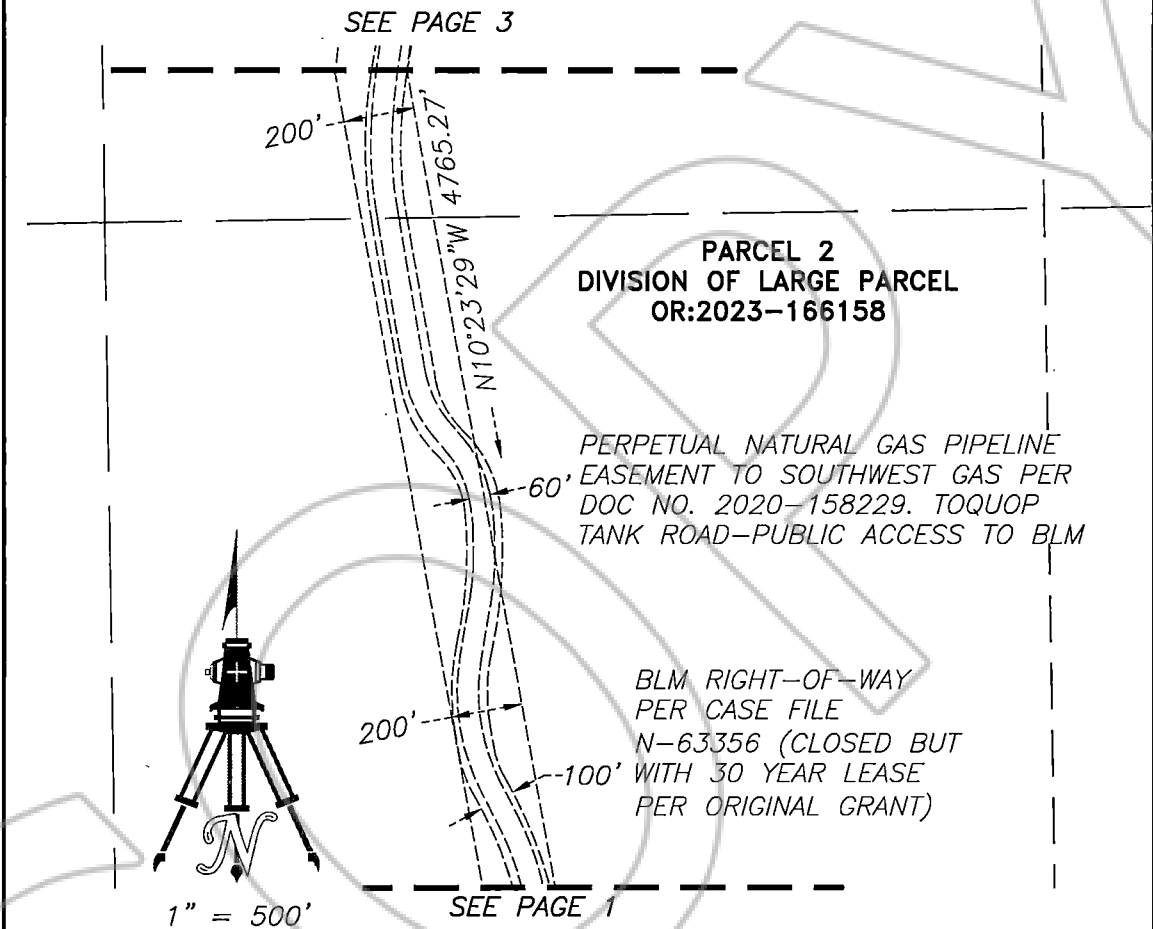
6525 W. WARM SPRINGS RD.  
 #100, LAS VEGAS, NV 89118

EXHIBIT "B"

LYING WITHIN SECTIONS 17, AND 20,  
 TOWNSHIP 12 SOUTH, RANGE 71 EAST,  
 M.D.M., LINCOLN COUNTY, NEVADA.

PAGE 2 OF 10

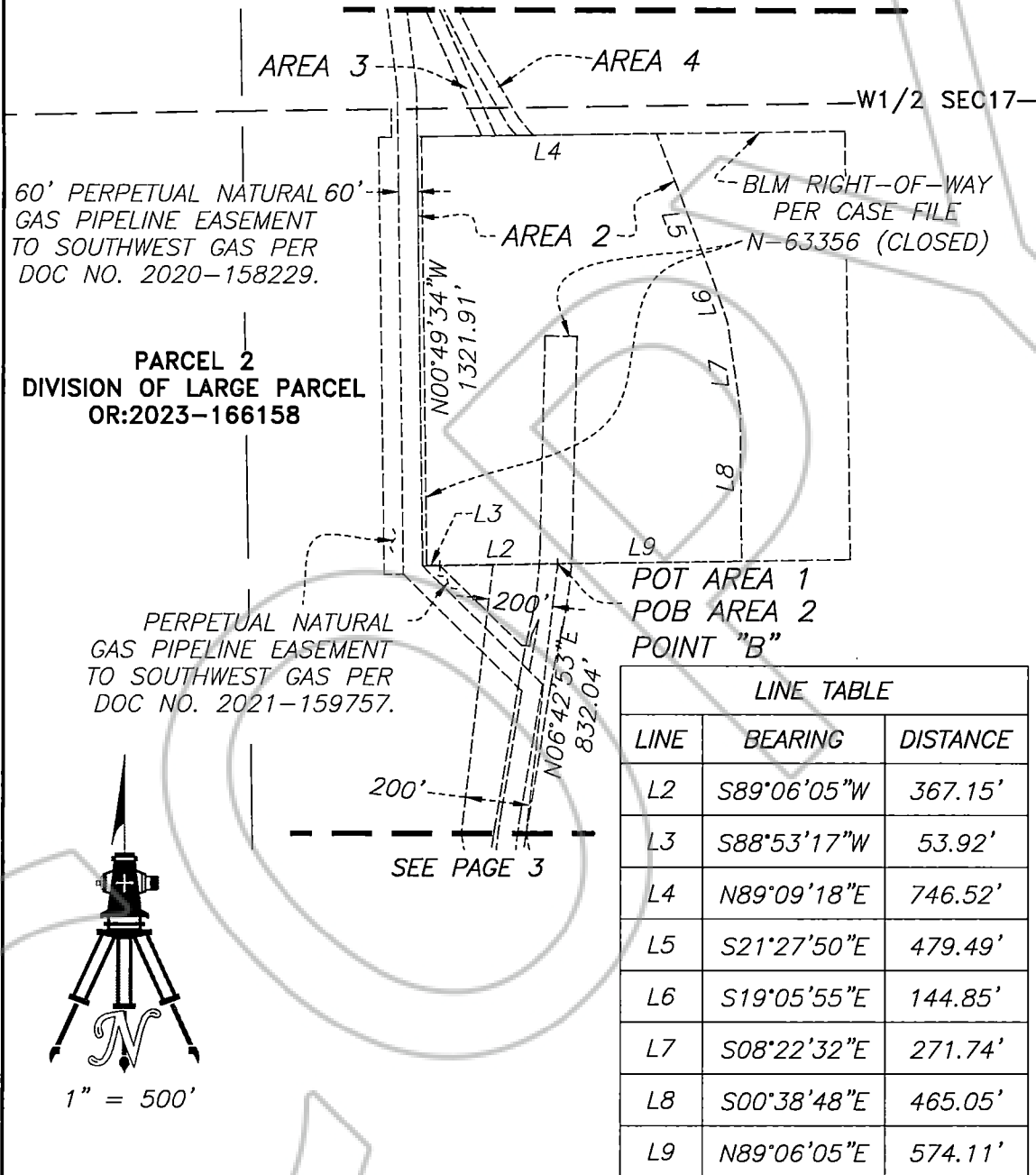
APN: 008-261-23  
 OWNER: C & O HOLDINGS, L.L.C.  
 NOTE: SEE PAGE 10 FOR LEGEND



WALLACE MORRIS KLINE SURVEYING, LLC. LAND SURVEY CONSULTING	<b>EXHIBIT "B"</b>
6525 W. WARM SPRINGS RD. #100, LAS VEGAS, NV 89118	LYING WITHIN SECTIONS 17, AND 20, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M., LINCOLN COUNTY, NEVADA.
PAGE 3 OF 10	

APN: 008-261-23  
 OWNER: C & O HOLDINGS, L.L.C.  
 NOTE: SEE PAGE 10 FOR LEGEND

SEE PAGE 5



WALLACE MORRIS KLINE  
 SURVEYING, LLC.  
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6525 W. WARM SPRINGS RD.  
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EXHIBIT "B"

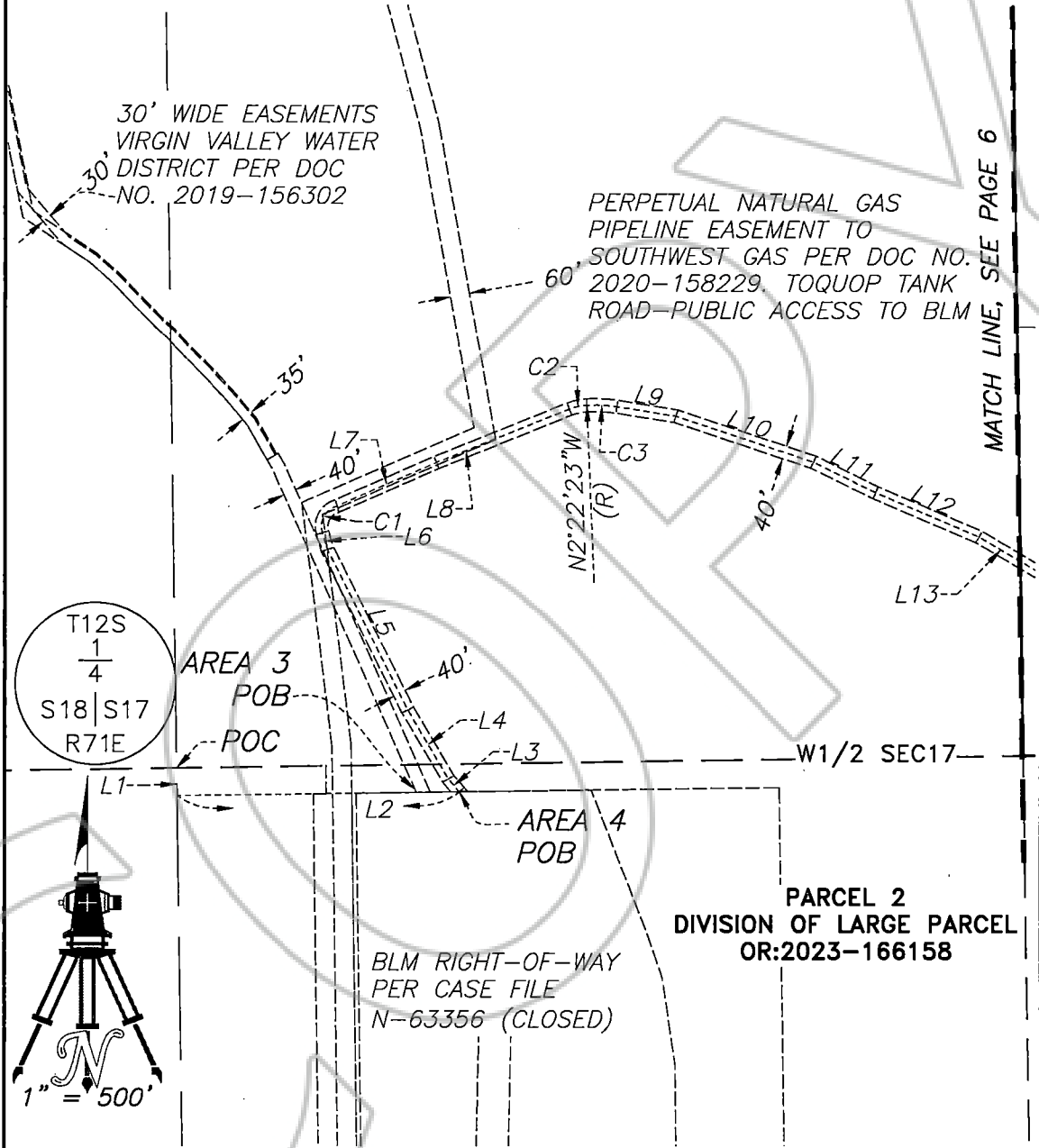
LYING WITHIN SECTIONS 17, AND 20,  
 TOWNSHIP 12 SOUTH, RANGE 71 EAST,  
 M.D.M., LINCOLN COUNTY, NEVADA.

PAGE 4 OF 10

APN: 008-261-23

OWNER: C & O HOLDINGS, L.L.C.

NOTE: SEE PAGE 9 & 10 FOR TABLES AND LEGEND



WALLACE MORRIS KLINE  
SURVEYING, LLC.  
LAND SURVEY CONSULTING

6525 W. WARM SPRINGS RD.  
#100, LAS VEGAS, NV 89118

EXHIBIT "B"

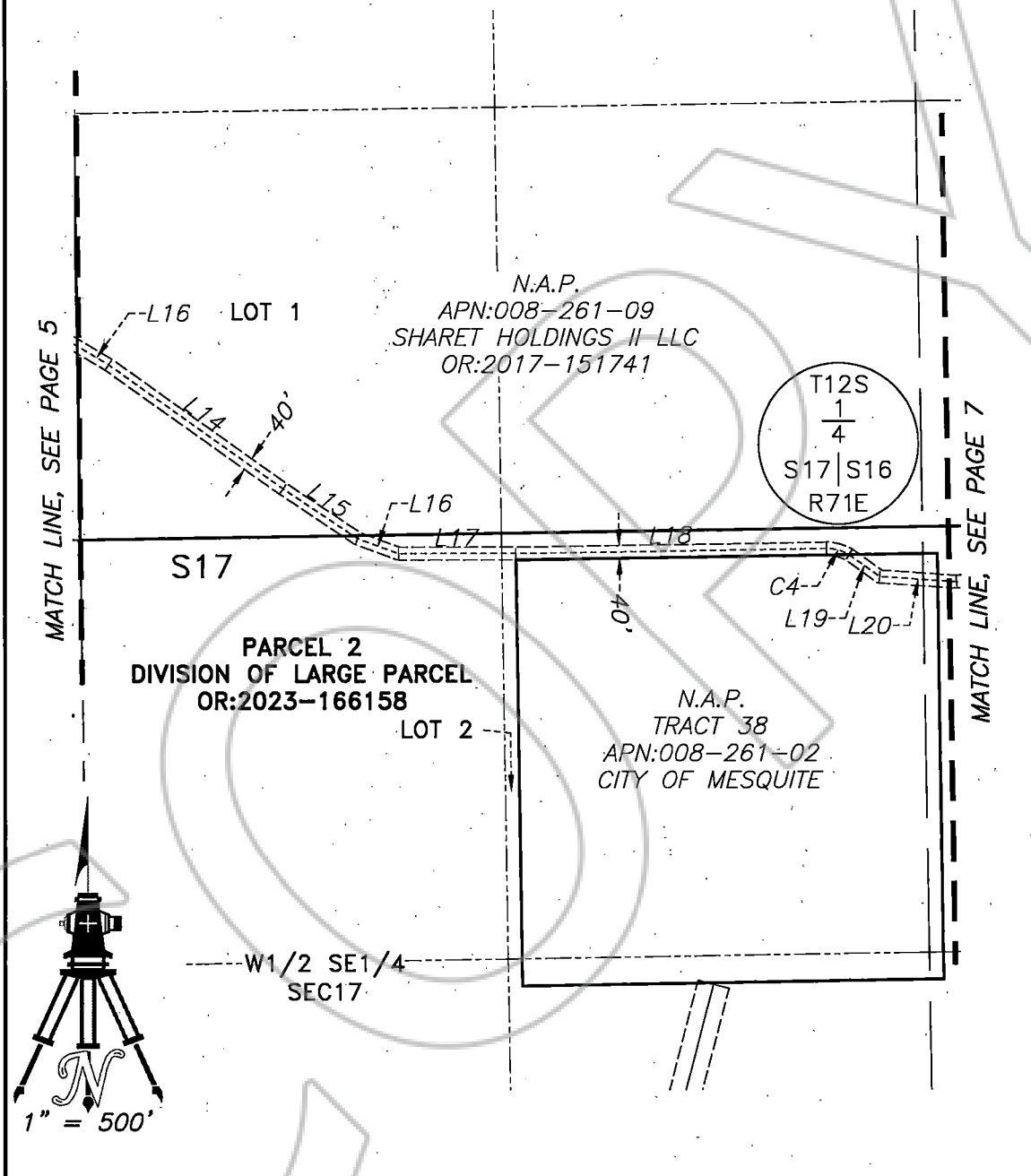
LYING WITHIN SECTIONS 16, AND 17,  
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M.D.M., LINCOLN COUNTY, NEVADA.



APN: 008-261-23

OWNER: C & O HOLDINGS, L.L.C.

NOTE: SEE PAGE 9 & 10 FOR TABLES AND LEGEND



WALLACE MORRIS KLINE  
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6525 W. WARM SPRINGS RD.  
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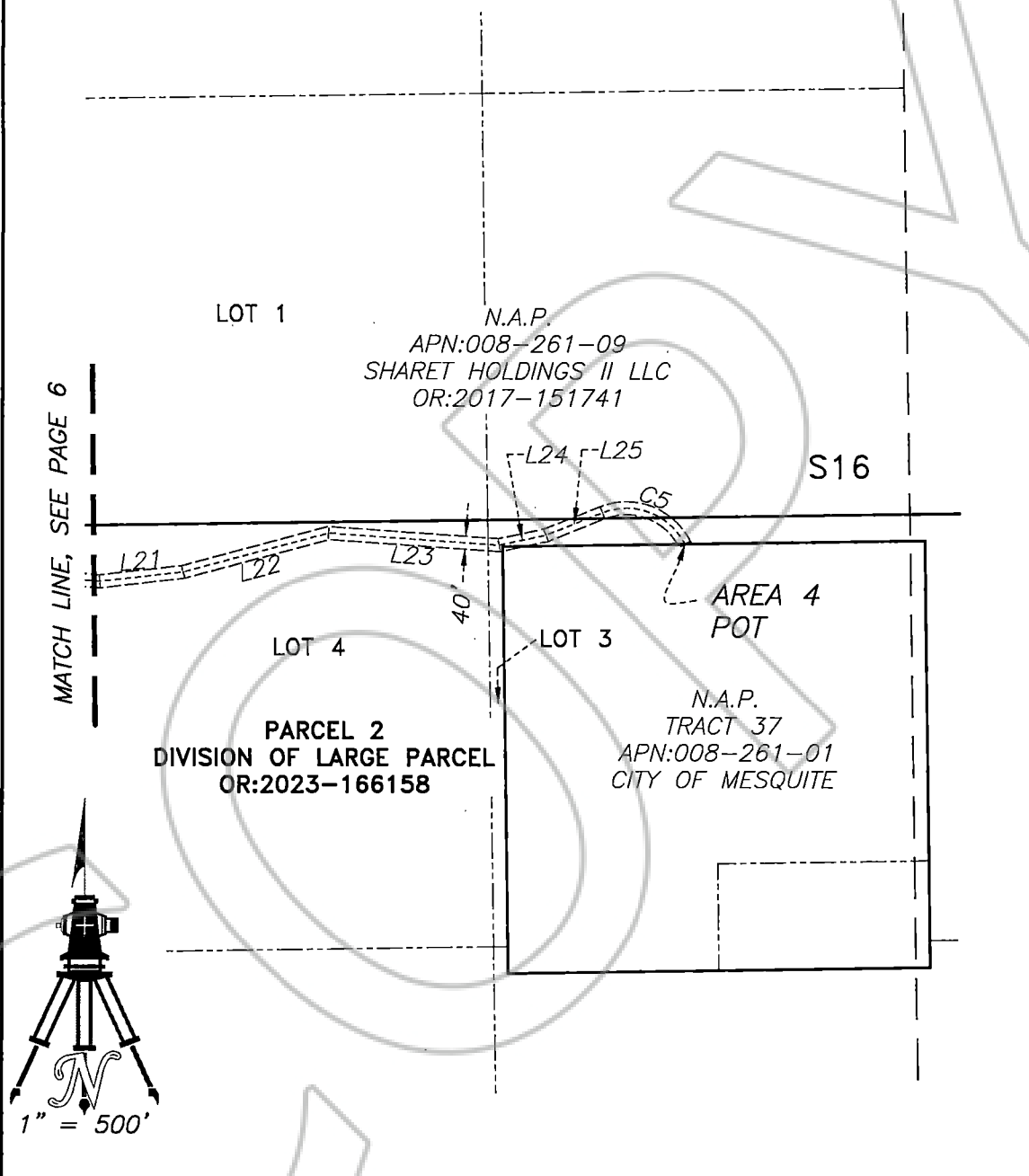
**EXHIBIT "B"**

LYING WITHIN SECTIONS 16, AND 17,  
TOWNSHIP 12 SOUTH, RANGE 71 EAST,  
M.D.M., LINCOLN COUNTY, NEVADA.

APN: 008-261-23

OWNER: C & O HOLDINGS, L.L.C.

NOTE: SEE PAGE 9 & 10 FOR TABLES AND LEGEND



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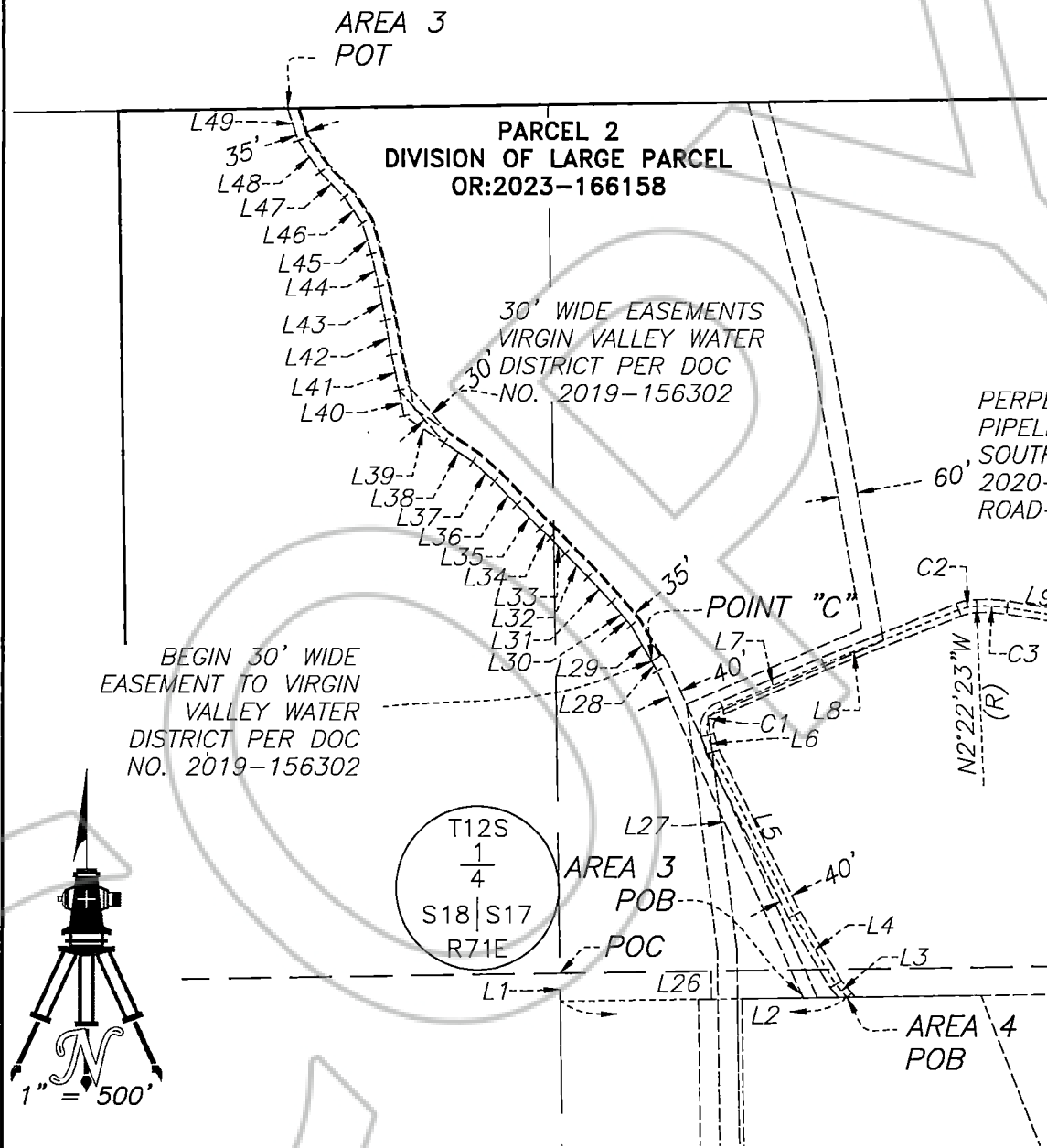
6525 W. WARM SPRINGS RD.  
#100, LAS VEGAS, NV 89118

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M.D.M., LINCOLN COUNTY, NEVADA.

PAGE 7 OF 10

APN: 008-261-23  
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WALLACE MORRIS KLINE  
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 6525 W. WARM SPRINGS RD.  
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EXHIBIT "B"  
 LYING WITHIN SECTIONS 16, AND 17,  
 TOWNSHIP 12 SOUTH, RANGE 71 EAST,  
 M.D.M., LINCOLN COUNTY, NEVADA.

L1	S00°52'59"E	85.24'	L26	N89°11'37"E	746.85'
L2	N89°11'37"E	880.93'	L27	N24°21'28"W	1090.46'
L3	N40°42'38"W	52.23'	L28	N30°16'32"W	34.66'
L4	N30°58'16"W	246.84'	L29	N30°16'32"W	125.68'
L5	N26°58'27"W	554.65'	L30	N40°15'57"W	93.72'
L6	N16°53'47"W	53.99'	L31	N43°13'09"W	105.02'
L7	N66°42'45"E	338.27'	L32	N45°05'43"W	100.48'
L8	N68°15'03"E	445.87'	L33	N43°01'31"W	65.91'
L9	S81°04'33"E	186.12'	L34	N49°01'31"W	42.32'
L10	S71°46'25"E	451.80'	L35	N44°48'59"W	101.44'
L11	S64°11'36"E	215.08'	L36	N44°03'04"W	98.81'
L12	S67°01'41"E	348.81'	L37	N48°33'07"W	89.06'
L13	S59°38'20"E	263.47'	L38	N56°33'59"W	104.58'
L14	S54°56'50"E	666.88'	L39	N56°33'59"W	147.82'
L15	S56°33'37"E	280.42'	L40	N11°58'15"W	81.32'
L16	S69°49'58"E	137.38'	L41	N11°58'15"W	108.86'
L17	S89°59'56"E	367.04'	L42	N10°19'39"W	106.44'
L18	N89°09'19"E	974.18'	L43	N11°12'40"W	104.77'
L19	S54°23'10"E	117.73'	L44	N13°05'28"W	101.14'
L20	S86°04'05"E	240.97'	L45	N17°06'28"W	98.21'
L21	N83°34'08"E	262.00'	L46	N35°20'55"W	96.04'
L22	N75°07'16"E	470.26'	L47	N44°22'21"W	105.96'
L23	S86°04'20"E	534.83'	L48	N35°25'24"W	117.07'
L24	N78°06'42"E	150.09'	L49	N18°23'02"W	102.99'
L25	N68°29'18"E	189.76'			

LINE TABLES

WALLACE MORRIS KLINE SURVEYING, LLC. LAND SURVEY CONSULTING 6525 W. WARM SPRINGS RD. #100, LAS VEGAS, NV 89118	EXHIBIT "B"
	LYING WITHIN SECTIONS 16, AND 17, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M., LINCOLN COUNTY, NEVADA.
	PAGE 9 OF 10

**LEGEND & CURVE TABLE**

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	91°02'56"	66.15'	105.11'	67.37'
C2	19°22'34"	166.45'	56.29'	28.42'
C3	10°20'57"	521.63'	94.22'	47.24'
C4	31°49'16"	133.07'	73.90'	37.93'
C5	84°12'39"	205.60'	302.18'	185.81'

**LEGEND**

-----	EASEMENTS CENTERLINE
-----	EASEMENT LINE
=====	PROPERTY LINE
=====	SECTION LINE
-----	QUARTER SECTION LINE
-----	SIXTEENTH SECTION LINE
-----	ADJOINING LOT LINE
-----	MATCH LINE
-----	NOT A PART
-----	GOVERNMENT LOT NUMBER
-----	ASSESSOR'S PARCEL NUMBER
-----	RADIAL LINE
-----	LINE LABEL SEGMENT
-----	CURVE LABEL SEGMENT
-----	POINT OF COMMENCEMENT
-----	POINT OF BEGINNING
-----	POINT OF TERMINATION
-----	SECTION NUMBER
-----	OFFICIAL RECORDS
N.A.P.	
LOT 4	
APN	
(R)	
L1	
C1	
POC	
POB	
POT	
S20	
OR	

WALLACE MORRIS KLINE  
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