

APN(s): 008-261-18
NCS - 1187261 (AD)
RECORDING REQUESTED BY:

Escape Solar LLC
50 West Liberty Street Suite 430
Reno, NV 89501
legal@estuarypower.com

LINCOLN COUNTY, NV
\$37.00
Rec:\$37.00
FIRST AMERICAN TITLE INSURANCE COMPANY
OFFICIAL RECORD
AMY ELMER, RECORDER

2024-167262
07/22/2024 07:41 AM
\$15 KC

Grant of Access Easement

This Grant of Access Easement (this "**Agreement**") is made and entered into as of the 16th day of January, 2024 (the "**Effective Date**"), by and between Lincoln County Investors LLC, a California limited liability company ("**Grantor**"), and Escape Solar LLC, a Delaware limited liability company ("**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 that certain real property located in Lincoln County, Nevada more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Servient Property**").

B. Grantee is the developer of a utility-scale solar energy generating facility located near the Servient Property (the "**Project**").

C. Grantor desires to grant, and Grantee desires to obtain, a non-exclusive easement in, on, over, across, through, and under the property more particularly described in **Exhibit "B"** for the purposes of providing ingress, egress, and access (the "**Easement Area**").

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

AGREEMENT

I. Recitals. The Recitals above are true and are incorporated herein by this reference.

II. Grant of Easements. Grantor hereby grants to Grantee a nonexclusive easement in gross in, on, over, across, through, and under the Easement Area for the purposes of: (1) vehicular and pedestrian ingress and egress in, on, over, and through the access road within the Easement Area; (2) maintenance, repair, improvement, or reconstruction of the access road within the Easement Area and construction of improvements customarily associated with access roads,

including, without limitation, the laying of gravel (collectively, the "**Easement**"); provided, that any improvements undertaken by Grantee in the Easement Area shall be done in a manner so as to not modify existing drainage patterns in the Easement Area. For the purpose of clarity, any emergency responders (e.g., police, fire, paramedics, etc.) shall be third-party beneficiaries of Grantee's rights under this Agreement and shall have full authority to utilize the Easement and access the Easement Area.

III. Term. The term of the Easement commenced on the Effective Date and it shall continue in full force in effect until the earliest to occur of: (i) Grantee's relinquishment of this Agreement through a recorded instrument, (ii) the permanent decommissioning and removal (following construction and operation, and excluding temporary decommissioning for repowers) of the Project, or (iii) acceptance of a dedication of the access road by a political subdivision or other third party.

IV. Maintenance. Grantee shall be solely responsible for the repair of any damage caused by Grantee to the existing access road within the Easement Area, and Grantee hereby covenants and agrees to maintain any newly constructed improvements within the Easement Area in good condition and repair, and to the standards typically required of such improvements. Notwithstanding the prior sentence, Grantor shall have the right to install and culverts that Grantor deems reasonably necessary for drainage purposes, and any such culverts installed by Grantor shall be maintained by Grantor at Grantor's sole expense.

V. Indemnity. Grantee shall defend, protect, indemnify, and hold harmless Grantor against any and all damages, fines, claims, or liabilities based upon, or arising out of, any claim of personal injury, property damage, or other claim resulting from Grantee's use of the Easement Area, except to the extent directly arising from or related to Grantor's acts, omissions, negligence, or willful misconduct, or that of Grantor's employees, contractors, subcontractors or agents. Grantee's indemnification and defense obligations under this Agreement shall not include or apply to consequential, exemplary, punitive, or special damages, all of which are hereby expressly waived by Grantor.

VI. Signage. Grantee may install signage in the Easement Area.

VII. Successors and Assigns; Collateral Assignments. The provisions of this Agreement shall be binding upon the successors and assigns of Grantor and Grantee, and the easement granted in this Agreement shall constitute a burden upon the Servient Property, and to all persons hereafter acquiring or owning any interest in the Servient Property, however such interest may be obtained. Grantee shall have the right to assign this agreement to any successor-in-interest with respect to the Project. Grantee shall also have the right to collaterally assign this Agreement in connection with any mortgage or other financing obtained by Grantee; and, in connection with any such financing, Grantor agrees to enter into an agreement with Grantee and its lender to provide customary cure and step-in rights to the lender in the event of a default by the Grantee under this Agreement; provided, that, any such agreement shall be on commercially reasonable terms and shall not materially impair any right of Grantor under this Agreement.

VIII. Property Taxes and Assessments. Nothing in this Agreement shall be deemed to create in Grantee an obligation to pay any property taxes or assessments charged against the Easement Area or any other portion of the Servient Property. Notwithstanding the foregoing, if Grantee constructs any new improvements in the Easement Area pursuant to Grantee's rights in Section II(2), then Grantee agrees to reimburse Grantor for any incremental property taxes imposed on the Servient Property which are demonstrated to be related to the construction of such new improvements.

IX. Subordination Agreements. Upon Grantee's written request, and at no cost to Grantor, Grantor shall exercise its commercially reasonable efforts to obtain a subordination, non-disturbance, and attornment agreement, in form and substance reasonably acceptable to Grantee, from any existing or new lenders to Grantor having or obtaining a security interest against any portion of the Easement Area.

X. 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 or (b) by Federal Express or other nationally-recognized overnight delivery service, whereupon service shall be deemed complete when delivered or rejected. Notice addresses for the Parties are as follows below, and may be changed by a Party by notice provided in the manner required by this paragraph:

Grantor:

Lincoln County Investors LLC
c/o Brian Vail
2410 Fair Oaks Blvd., Suite 110
Sacramento, CA 95825

Grantee:

Escape Solar LLC
c/o Estuary Power
50 West Liberty Street Suite 430
Reno, NV 89501

XI. General Provisions.

A. Easement In Gross. This Agreement, and the Easement granted by this Agreement, is granted in gross to Grantee; provided, however, that notwithstanding the Easement's nature as an in gross grant, Grantee shall have the right to assign this Agreement and the Easement granted by this Agreement pursuant to the terms and conditions of Section VII of this Agreement. To the extent that a "dominant estate" is required for the ongoing effectiveness of the Easement, the dominant estate shall be deemed to be Grantee's interest in and to the Project.

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 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 and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Venue for any dispute arising from or related to this Agreement shall lie in the state or federal courts sitting in Washoe County, Nevada.

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.

[signature and notary 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.

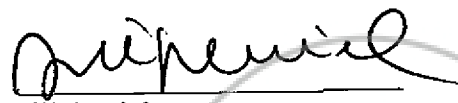
Grantor:

Lincoln County Investors LLC,
a California limited liability company

By: 
Name: Brian Vail
Title: Managing Member
Brian Vail

Grantee:

Escape Solar LLC,
a Delaware limited liability company

By: 
Name: Jill Daniel
Title: CEO

[notary pages follow]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

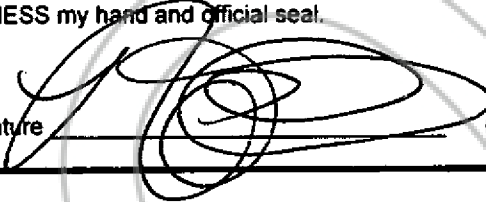
On Jan 8, 2024 before me, Nicole Caviness, Notary Public
(insert name and title of the officer)

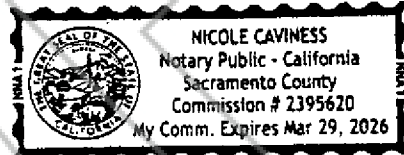
personally appeared Brian Vail
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



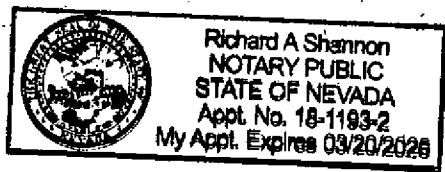
STATE OF NEVADA
COUNTY OF WASHOE

)
) ss.
)

This instrument was acknowledged before for me on JANUARY 16th, 2021 by Jill Daniel, as Chief Executive Officer of Escape Solar LLC, a Delaware limited liability company.



Signature of Notarial Officer



COOPER

Exhibit "A"

Legal Description of the Servient Property

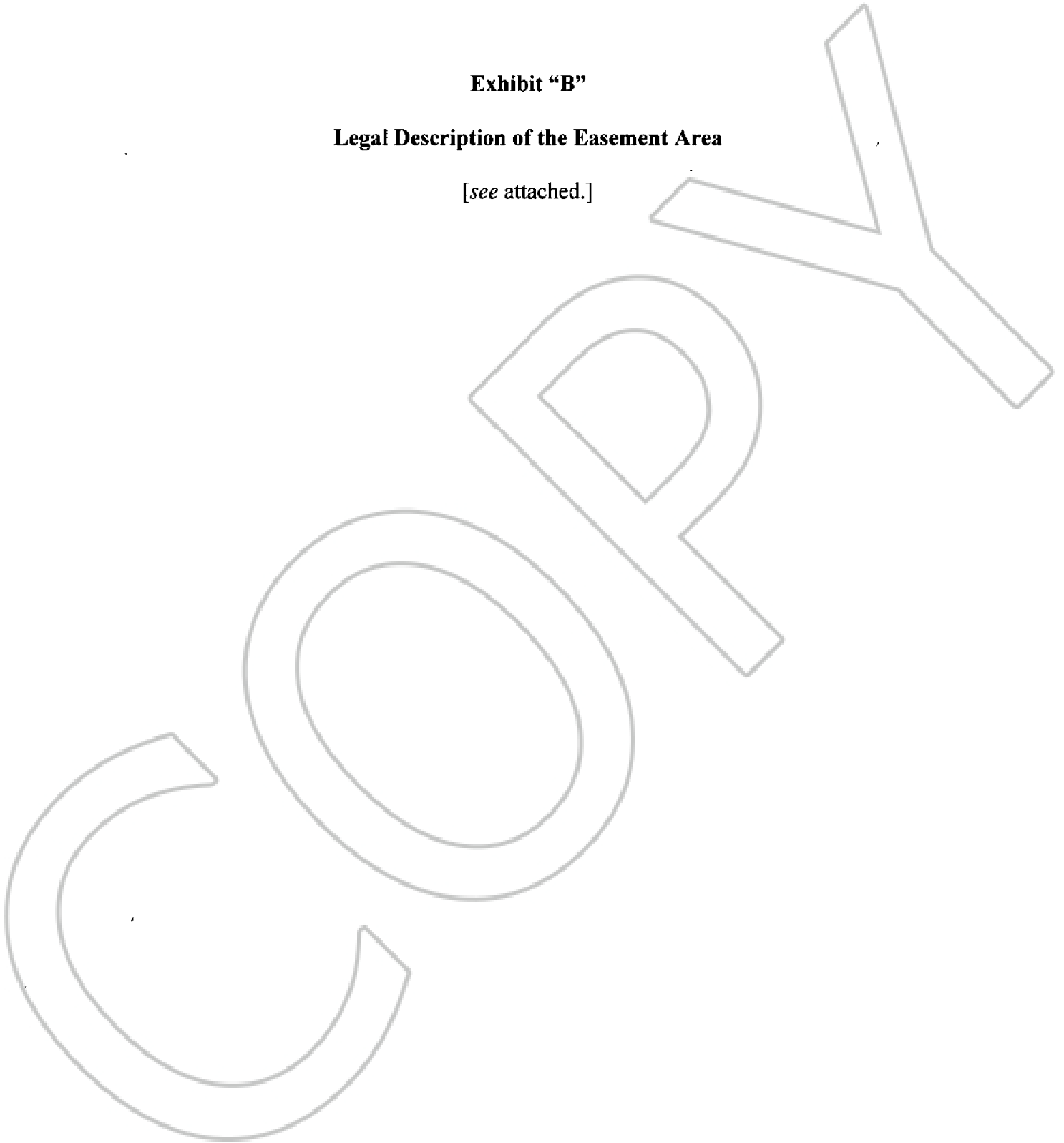
THAT CERTAIN PARCEL OF LAND GRANTED BY THE UNITED STATES OF AMERICA AS PATENT NUMBER 27-2005-0123, ISSUED AUGUST 8, 2005, LYING WITHIN SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M., LINCOLN COUNTY, NEVADA

COPY

Exhibit "B"

Legal Description of the Easement Area

[see attached.]



WALLACE MORRIS KLINE SURVEYING, LLC.
Land Survey Consulting

APN# 008-261-18

OWNER: LINCOLN COUNTY INVESTORS, L.L.C.

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS AN ACCESS EASEMENT IN SUPPORT OF ESCAPE SOLAR.

DESCRIPTION

A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED BY THE UNITED STATES OF AMERICA AS PATENT NUMBER 27-2005-0123, ISSUED AUGUST 8, 2005, LYING WITHIN SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M., LINCOLN COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 50.00 FEET IN WIDTH, LYING 50.00 FEET WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32 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.

THENCE ALONG THE SOUTH LINE OF SAID SECTION 32, NORTH 89°09'49" EAST, 599.64 FEET TO THE MOST SOUTHEAST CORNER OF SAID PATENT, ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID PATENT, ALSO THE APPROXIMATE CENTERLINE OF MESQUITE HEIGHTS ROAD, THE FOLLOWING NINETEEN (19) COURSES:

- 1) NORTH 22°03'29" WEST, 2,263.59 FEET;
- 2) THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 800.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 23°02'23", AN ARC LENGTH OF 321.70 FEET;
- 3) THENCE NORTH 00°59'20" EAST, 1,382.27 FEET;
- 4) THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 800.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 02°07'20", AN ARC LENGTH OF 29.63 FEET;
- 5) THENCE NORTH 03°06'17" EAST, 2,159.76 FEET;

- 6) THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 800.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF $05^{\circ}37'08''$, AN ARC LENGTH OF 78.45 FEET;
- 7) THENCE NORTH $02^{\circ}28'46''$ WEST, 239.09 FEET TO A POINT OF A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS SOUTH $87^{\circ}29'16''$ WEST;
- 8) THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 800.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF $28^{\circ}53'30''$, AN ARC LENGTH OF 403.40 FEET;
- 9) THENCE NORTH $31^{\circ}24'14''$ WEST, 1,048.95 FEET TO A POINT OF A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS NORTH $58^{\circ}35'27''$ EAST;
- 10) THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 800.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF $23^{\circ}36'50''$, AN ARC LENGTH OF 329.71 FEET;
- 11) THENCE NORTH $07^{\circ}46'36''$ WEST, 1,053.32 FEET TO A POINT OF A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS NORTH $82^{\circ}12'17''$ EAST;
- 12) THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 1,817.13 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF $11^{\circ}21'50''$, AN ARC LENGTH OF 360.40 FEET;
- 13) THENCE NORTH $03^{\circ}34'01''$ EAST, 168.30 FEET TO A POINT OF A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS SOUTH $85^{\circ}35'55''$ EAST;
- 14) THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 600.09 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF $25^{\circ}48'30''$, AN ARC LENGTH OF 270.30 FEET TO A POINT OF COMPOUND CURVATURE FROM WHICH A RADIAL LINE BEARS SOUTH $59^{\circ}47'25''$ EAST;
- 15) THENCE ALONG AN ARC HAVING A RADIUS OF 1,050.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF $29^{\circ}22'38''$, AN ARC LENGTH OF 538.37 FEET;
- 16) THENCE NORTH $59^{\circ}33'27''$ EAST, 107.56 FEET TO A POINT OF A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS SOUTH $30^{\circ}30'34''$ EAST;

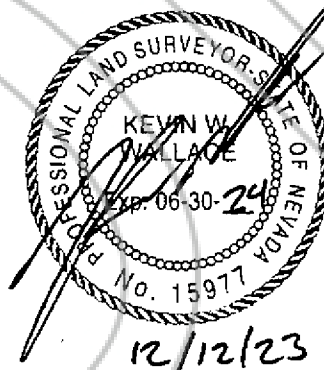
- 17) THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 836.81 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 05°55'20", AN ARC LENGTH OF 86.49 FEET TO A POINT OF REVERSE CURVATURE FROM WHICH A RADIAL LINE BEARS NORTH 24°35'14" WEST;
- 18) THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 394.85 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 12°30'50", AN ARC LENGTH OF 86.24 FEET;
- 19) THENCE NORTH 53°02'30" EAST, 543.49 FEET TO THE NORTH LINE OF SAID SECTION 29, ALSO BEING THE POINT OF ENDING.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE SHORTENED OR LENGTHENED TO BEGIN ON THE SOUTH LINE OF SAID SECTION 32, TO MEET AT ALL ANGLE POINTS, AND TO TERMINATE ON THE NORTH LINE OF SAID SECTION 29.

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, ZONE NEVADA EAST 2701, GLOBAL REFERENCE DATUM NAD83(2011), GLOBAL REFERENCE EPOCH 2010.

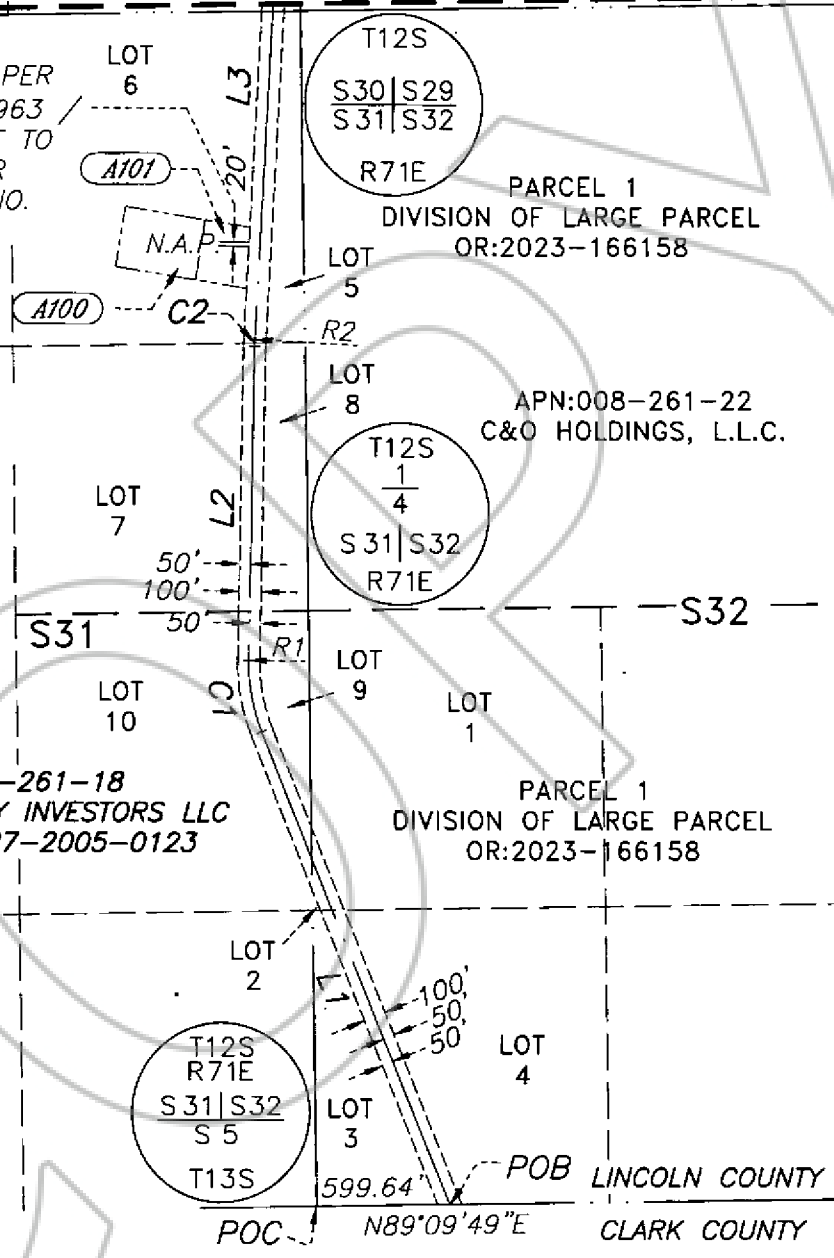
KEVIN W. WALLACE, P.L.S.
NEVADA LICENSE NO. 15977



APN: 008-261-18
 OWNER: LINCOLN COUNTY INVESTORS, L.L.C.
 NOTE: SEE PAGE 3 FOR LEGEND AND TABLES

MATCH LINE, SEE PAGE 2

ACCESS AND UTILITY
 EASEMENT GRANTED PER
 DOC NO. 2019-155963 /
 WATERLINE EASEMENT TO
 VIRGIN VALLEY WATER
 DISTRICT PER DOC NO.
 2019-156302



APN:008-261-18
 LINCOLN COUNTY INVESTORS LLC
 PATENT NO. 27-2005-0123

APN:008-261-22
 C&O HOLDINGS, L.L.C.

PARCEL 1
 DIVISION OF LARGE PARCEL
 OR:2023-166158

WALLACE MORRIS KLINE
 SURVEYING, LLC.
 LAND SURVEY CONSULTING

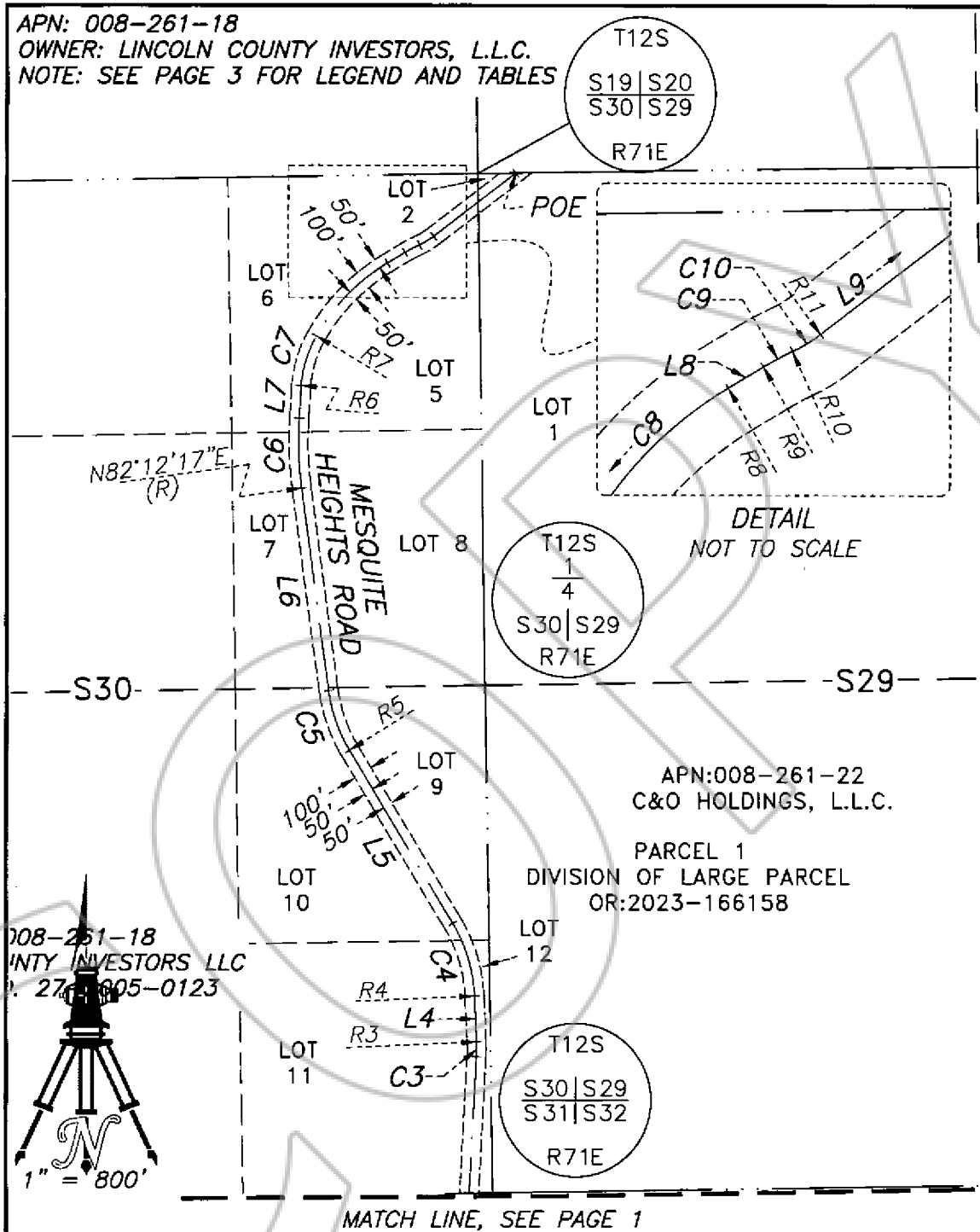
6525 W. WARM SPRINGS RD.
 #100, LAS VEGAS, NV 89118

EXHIBIT "B"

LYING WITHIN SECTIONS 29, 30, 31, AND 32,
 TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M.,
 LINCOLN COUNTY, NEVADA

PAGE 1 OF 3

APN: 008-261-18
 OWNER: LINCOLN COUNTY INVESTORS, L.L.C.
 NOTE: SEE PAGE 3 FOR LEGEND AND TABLES



008-261-18
 LINCOLN COUNTY INVESTORS LLC
 P.O. BOX 276805-0123



APN:008-261-22
 C&O HOLDINGS, L.L.C.

PARCEL 1
 DIVISION OF LARGE PARCEL
 OR:2023-166158

T12S
 S30|S29
 S31|S32
 R71E

MATCH LINE, SEE PAGE 1

WALLACE MORRIS KLINE
 SURVEYING, LLC.
 LAND SURVEY CONSULTING

6525 W. WARM SPRINGS RD.
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EXHIBIT "B"

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 TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M.,
 LINCOLN COUNTY, NEVADA

PAGE 2 OF 3

LEGEND AND TABLES

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	23°02'23"	800.00'	321.70'	163.05'
C2	02°07'20"	800.00'	29.63'	14.82'
C3	05°37'08"	800.00'	78.45'	39.26'
C4	28°53'30"	800.00'	403.40'	206.09'
C5	23°36'50"	800.00'	329.71'	167.23'
C6	11°21'50"	1817.13'	360.40'	180.80'
C7	25°48'30"	600.09'	270.30'	137.48'
C8	29°22'38"	1050.00'	538.37'	275.24'
C9	05°55'20"	836.81'	86.49'	43.29'
C10	12°30'50"	394.85'	86.24'	43.29'

ADJACENT PARCELS		
PARCEL	OWNER	APN
A100	VIRGIN VALLEY WATER DISTRICT	008-261-17
A101	VIRGIN VALLEY WATER DISTRICT	008-261-19

LINE	BEARING	DISTANCE
L1	N22°03'29"W	2263.59'
L2	N00°59'20"E	1382.27'
L3	N03°06'17"E	2159.76'
L4	N02°28'46"W	239.09'
L5	N31°24'14"W	1048.95'
L6	N07°46'36"W	1053.32'
L7	N03°34'01"E	168.30'
L8	N59°33'27"E	107.56'
L9	N53°02'30"E	543.49'

LEGEND

RADIAL	BEARING
R1	N89°01'06"W
R2	N86°53'20"W
R3	N87°29'09"E
R4	S87°29'16"W
R5	N58°35'27"E
R6	S85°35'55"E
R7	S59°47'25"E
R8	N30°24'47"W
R9	S30°30'34"E
R10	N24°35'14"W
R11	S37°06'04"E

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

WALLACE MORRIS KLINE
SURVEYING, LLC.
LAND SURVEY CONSULTING
6525 W. WARM SPRINGS RD.
#100, LAS VEGAS, NV 89118

EXHIBIT "B"
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TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M.,
LINCOLN COUNTY, NEVADA.
PAGE 3 OF 3