

LINCOLN COUNTY, NV

2024-167263

\$37.00

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FIRST AMERICAN TITLE INSURANCE COMPANY #16 KC

OFFICIAL RECORD

AMY ELMER, RECORDER

APN(s): 008-261-22

NCS-1187261 (AD)

RECORDING REQUESTED BY:

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

### Grant of Access Easement

This Grant of Access Easement (this "**Agreement**") is made and entered into as of the 19 day of July, 2024 (the "**Effective Date**"), by and between C&O Holdings LLC, a Nevada 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, together with Grantee's licensees, tenants, customers and invitees, which invitees shall include, for purposes of clarity, any emergency responders (e.g., police, fire, paramedics, etc.), a nonexclusive easement 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.

**III. Term.** The term of the Easement commenced on the Effective Date and it shall continue in full force in effect in perpetuity until the earliest to occur of: (i) the termination of this Agreement pursuant to a recorded instrument signed by both Grantor and Grantee and recorded in the Official Records of the Lincoln County, Nevada; or (ii) acceptance of a dedication of the access road located within the Easement Area 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 maintain 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. In the event that Grantee fails to perform its maintenance obligations in accordance with this Agreement, then Grantor may, if Grantee fails to cause such maintenance, repair or replacement to be completed within thirty (30) days after receipt of notice specifying the default, (i) initiate legal proceedings to enforce compliance with this Agreement or (ii) upon an additional ten (10) days' written notice to Grantee of its intention to do so, cause any necessary maintenance, repair or replacement to be completed and, assess the Grantee for the costs therefor, together with interest thereon at ten (10%) per annum.

**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 use 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:**

C&O Holdings LLC  
1700 South Pavilion Center Driver Suite 300  
Las Vegas, NV 89135

**Grantee:**

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

**XI. No Lien.** Grantee shall not permit any mechanics' or materialmen's or similar liens for labor or materials performed or delivered by, through or at the direction of Grantee against the Easement Area. In the event that any such lien is filed, Grantee shall immediately upon becoming or being made aware of such lien, cause such lien to be removed as an encumbrance or diligently contest such lien and provide to Grantor a statutory bond issued pursuant to, and in the form of the bond called for by, NRS Sections 108.2415 to 108.2425, inclusive.

## **XII. General Provisions.**

A. Attorneys' Fees. In any judicial action between the Parties to enforce or interpret any of the provisions of this Agreement or any right of Grantor or Grantee hereunder, regardless of whether such action or proceeding is prosecuted to judgment and in addition to any other remedy, the non-prevailing party shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein by such prevailing party.

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:**

C&O Holdings LLC, a Nevada  
Limited liability company

By: Investment Manager, Inc. a Nevada  
corporation, its Manager

By: Robert M Evans

Name: Robert M EVANS

Title: SR VICE PRESIDENT

**Grantee:**

Escape Solar LLC,  
a Delaware limited liability company

By: SIGNED IN COUNTERPART

Name: Jill Daniel

Title: CEO

*[notary pages to be inserted for the jurisdictions in which this agreement is signed]*

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:**

C&O Holdings LLC, a Nevada  
Limited liability company

By: Investment Manager, Inc. a Nevada  
corporation, its Manager

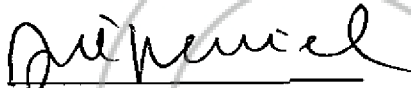
By: SIGNED IN COUNTERPART

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Grantee:**

Escape Solar LLC,  
a Delaware limited liability company

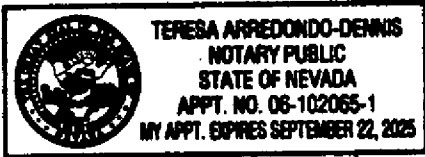
By:   
Name: Jill Daniel  
Title: CEO

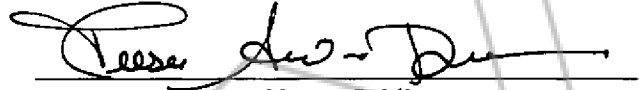
*[notary pages to be inserted for the jurisdictions in which this agreement is signed]*

STATE OF NEVADA

COUNTY OF Clark

This instrument was acknowledged before me on January 11<sup>th</sup>, <sup>2024</sup>~~2023~~, by Robert M Evans,  
the Sr Vice Pres of Investment Manager, Inc., a Nevada corporation, the Manager of C & O HOLDINGS,  
LLC.




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

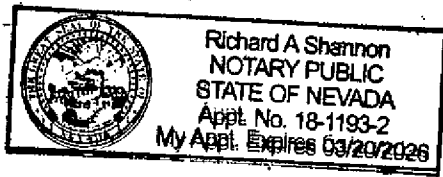
My appointment expires: 09/22/2025

C O R P

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

This instrument was acknowledged before for me on January 16<sup>th</sup>, 2024 by Jill Daniel, as Chief Executive Officer of Escape Solar LLC, a Delaware limited liability company.

  
*Signature of Notarial Officer*



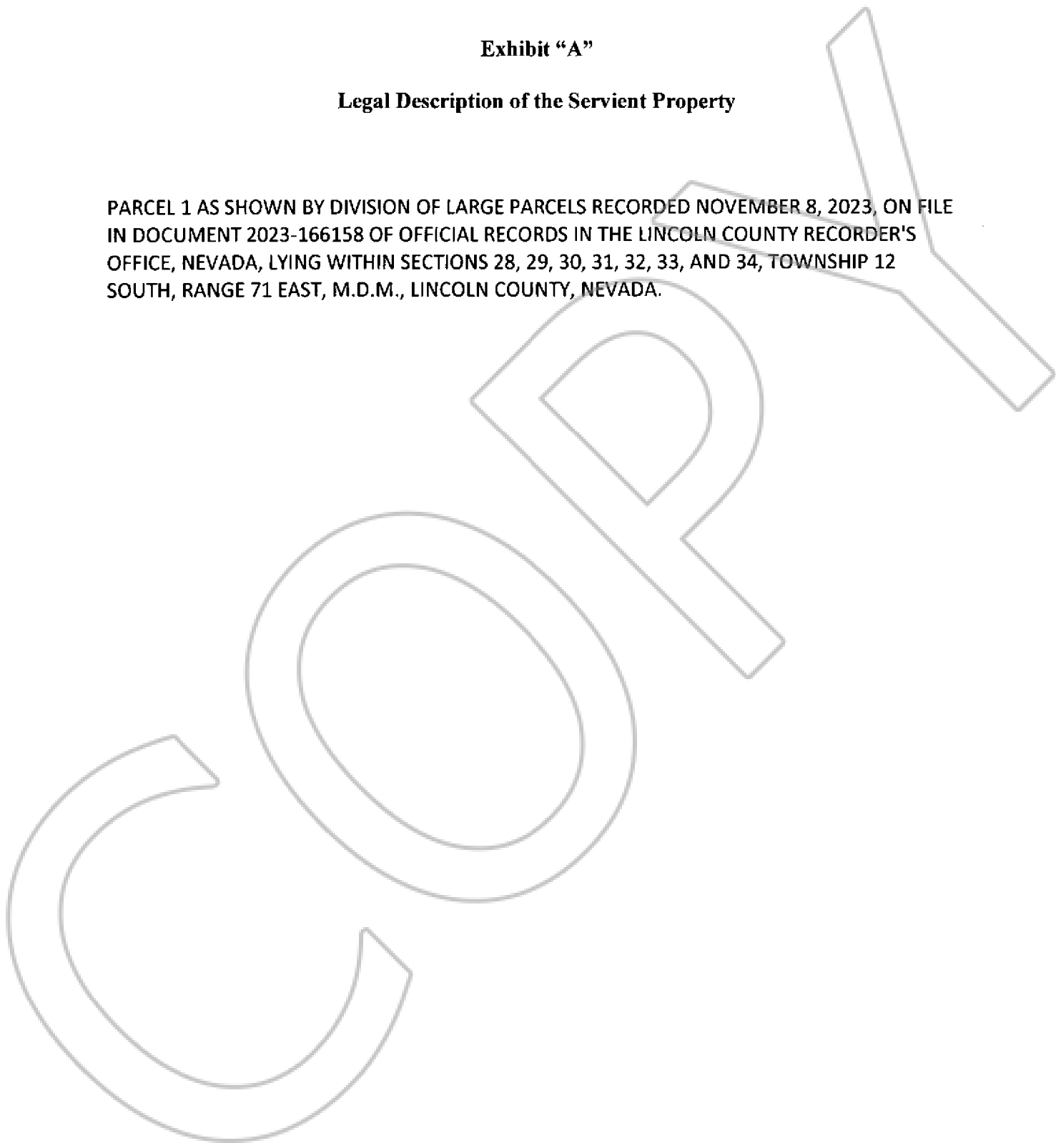
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**Exhibit "A"**

**Legal Description of the Servient Property**

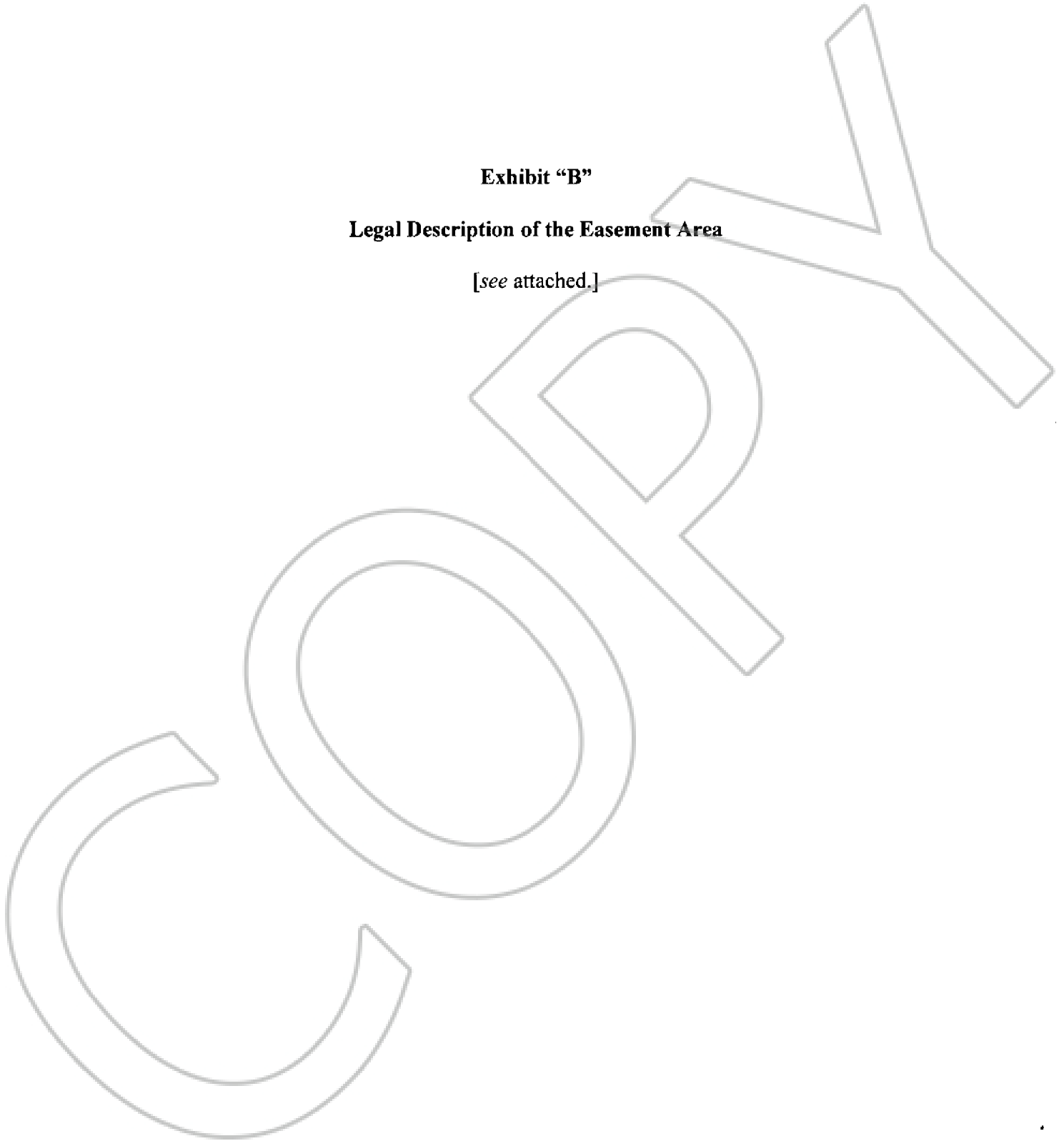
PARCEL 1 AS SHOWN BY DIVISION OF LARGE PARCELS RECORDED NOVEMBER 8, 2023, ON FILE IN DOCUMENT 2023-166158 OF OFFICIAL RECORDS IN THE LINCOLN COUNTY RECORDER'S OFFICE, NEVADA, LYING WITHIN SECTIONS 28, 29, 30, 31, 32, 33, AND 34, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M., LINCOLN COUNTY, NEVADA.



**Exhibit "B"**

**Legal Description of the Easement Area**

[see attached.]



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

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

**EXHIBIT "A"**

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

**DESCRIPTION**

A PORTION OF PARCEL 1 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, DESCRIBED AS FOLLOWS:

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

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTION 32 AS SHOWN ON SAID DIVISION OF LARGE PARCELS.

THENCE ALONG THE SOUTH LINE OF SAID SECTION 32, NORTH 89°09'49" EAST, 599.64 FEET TO THE MOST SOUTHWEST CORNER OF PARCEL 1 OF SAID DIVISION OF LARGE PARCELS, ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL 1, 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;

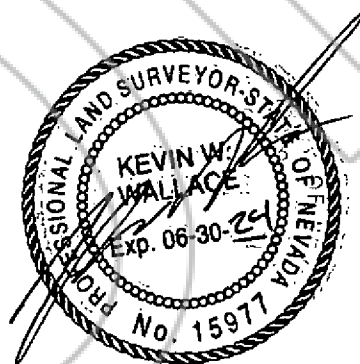
- 17) THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 836.81 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 05°55'20", AN ARC LENGTH OF 86.49 FEET TO A POINT OF REVERSE CURVATURE FROM WHICH A RADIAL LINE BEARS NORTH 24°35'14" WEST;
- 18) THENCE CURVING TO THE LEFT ALONG AN ARC HAVING 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

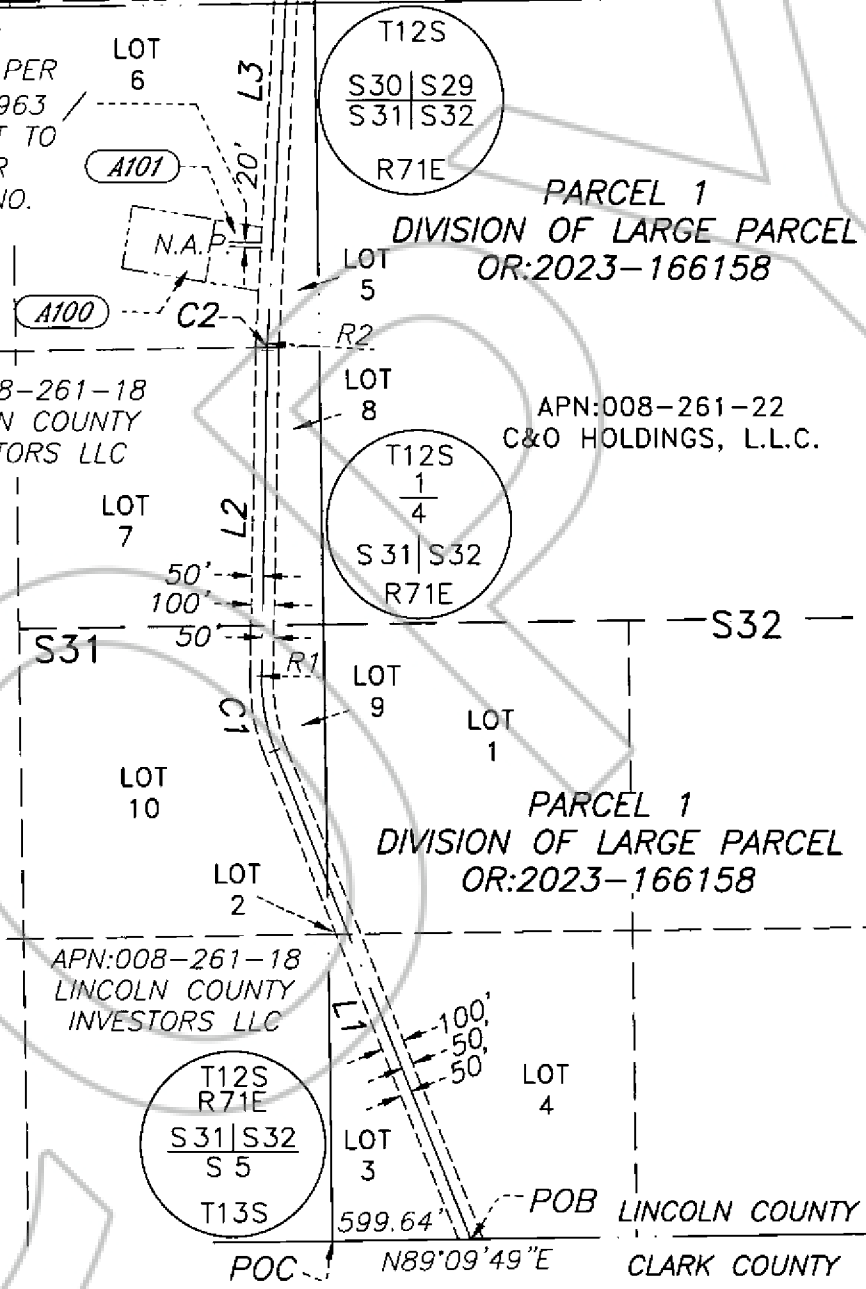


12/12/23

APN: 008-261-22  
 OWNER: C&O HOLDINGS, 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

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

APN:008-261-18  
 LINCOLN COUNTY  
 INVESTORS LLC



WALLACE MORRIS KLINE  
 SURVEYING, LLC.  
 LAND SURVEY CONSULTING

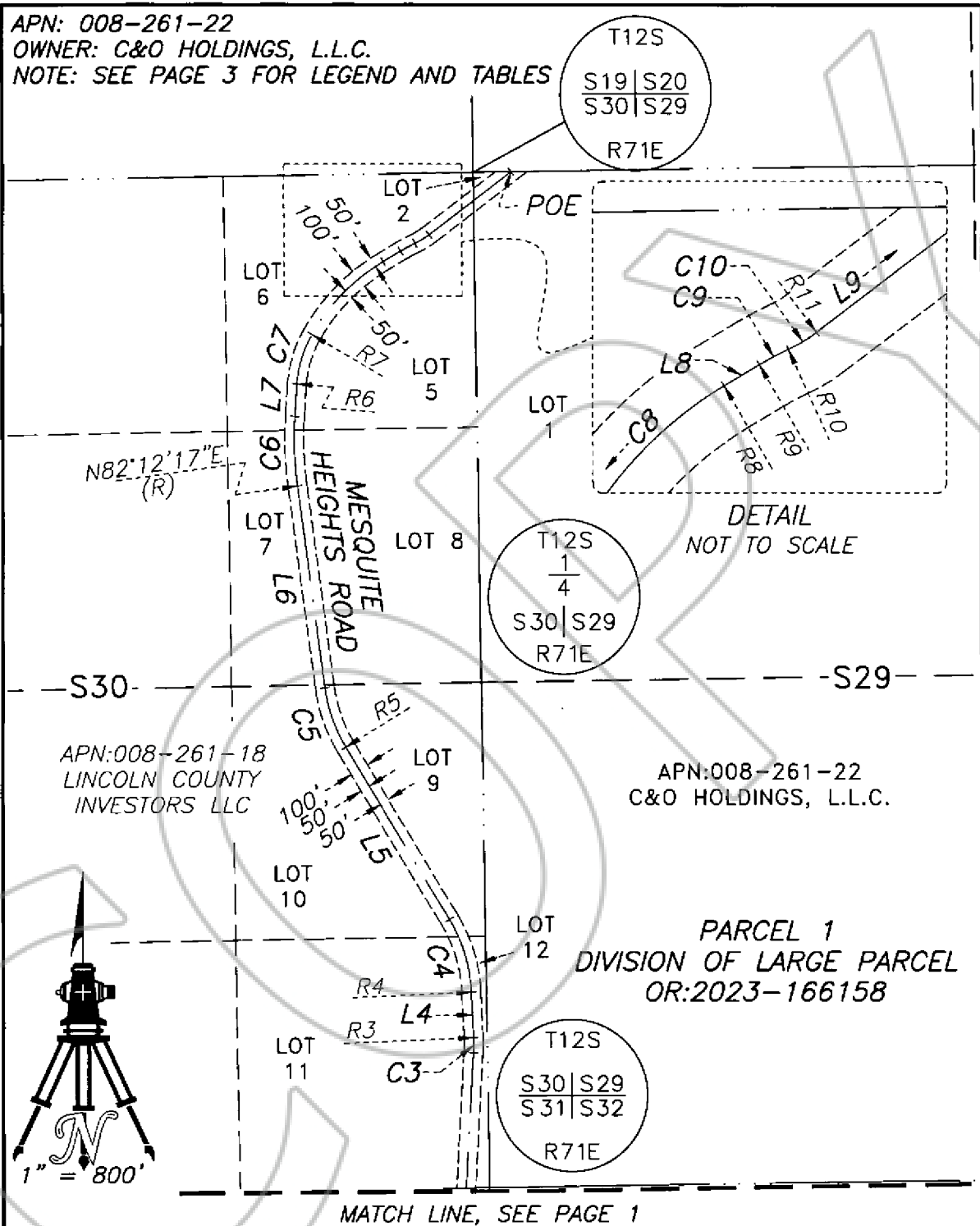
6525 W. WARM SPRINGS RD.  
 #100, LAS VEGAS, NV 89118

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: 008-261-22  
 OWNER: C&O HOLDINGS, L.L.C.  
 NOTE: SEE PAGE 3 FOR LEGEND AND TABLES



APN:008-261-18  
 LINCOLN COUNTY  
 INVESTORS LLC

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

PARCEL 1  
 DIVISION OF LARGE PARCEL  
 OR:2023-166158



MATCH LINE, SEE PAGE 1

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 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
- R1 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"**

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