

APN(s): 008-261-23

NCS. 1223950 (AD)

RECORDING REQUESTED BY:

Lincoln 1040, LLC
c/o Clarkson & Associates, LLC
340 Falcon Ridge Parkway, Suite 700A
Mesquite, NV 89027

Grant of Non-Exclusive Access Easements

This Grant of Non-Exclusive Access Easements (this "Agreement") is made and entered into as of the 19 day of July, 2024 (the "Effective Date"), by and between Escape Solar LLC, a Delaware limited liability company ("Grantor"), and Lincoln 1040, LLC, a Nevada 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 owner of that certain real property located in Lincoln County, Nevada more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Dominant Property").
- C. Grantee may in the future develop a residential real estate project or other project on the Dominant Property (the "Project").
- D. Grantor desires to grant, and Grantee desires to obtain, non-exclusive access easement in, on, over, across, and through the property more particularly described in **Exhibits "C"** (the "Unimproved Roadway") and **"D"** (the "Improved Roadway") and **"E"** (the "Grading Area"), and collectively with the Unimproved Roadway and Improved Roadway, 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 non-exclusive access easements appurtenant to the Dominant Property (collectively, the "**Easements**"), on, over, across, and through:

- a. the Unimproved Roadway portion of the Easement Area for the purposes of: (1) the construction, maintenance, and repair of an access road and improvements customarily associated with access roads in Lincoln County; (2) vehicular and pedestrian ingress and egress in, on, over, and through the access road to be so constructed; and (3) installation and maintenance of utilities and underground services; and
- b. the Improved Roadway portion of the Easement Area for use over the existing Toquop Tank Road and the portion of Mesquite Heights Road between the southern boundary of the Servient Property and Toquop Tank Road (as depicted on Exhibit D).
- c. the Grading Area portion of the Easement Area for the purpose of completing any grading required in connection with utilization of the Unimproved Roadway portion as described herein. For the avoidance of doubt, no paving shall occur within the Grading Area. .

Grantee's use of the Easements and the Easement Area is conditioned and limited as follows:

- a. Grantee's improvement of any access road, or installation or maintenance of utilities in the Unimproved Roadway portion of the Easement Area, or grading within the Grading Area portion of the Easement Area, shall be done in a manner so as to not modify existing drainage patterns on the Servient Property;
- b. Grantee shall not undertake any construction in the Unimproved Roadway portion or the Grading Area portion of the Easement Area unless and until Grantee has received all required permits;
- c. Grantee's improvement of any access road or the installation and maintenance of utilities in the Unimproved Roadway portion of the Easement Area, or grading within the Grading Area portion of the Easement Area, shall not interfere with Grantor's enjoyment of the remainder of the Servient Property. Without limitation, Grantee use best management practices to limit dust during construction to avoid interference with energy production from Grantor's solar project;
- d. Except for emergency access purposes, for which no prior notice or scheduling shall be required, Grantee and Grantor shall work in good faith to schedule construction within the Unimproved Roadway portion and Grading Area portion of the Easement Area in a manner that does not unreasonably interfere with Grantor's use and enjoyment of the Servient Property and provides Grantee with general construction access through the Easement Area at reasonable times;

- e. Grantee's use of the Improved Roadway portion of the Easement Area shall not include the right to improve or otherwise modify the access road located in the Improved Roadway portion of the Easement Area, as the same exists as of the Effective Date without the approval of the Grantor, which approval shall not be unreasonably withheld; and
- f. Grantee's use of the Improved Roadway portion of the Easement Area shall be limited to use for ingress and egress and for the installation and maintenance of utilities as necessary for the development and use of the Dominant Property.

Any emergency responders (e.g., police, fire, paramedics, etc.) shall be third-party beneficiaries of Grantee's rights under this Agreement and shall have the right, subject to the same limitations as are imposed on Grantee, to utilize the Easements and access the Easement Area. Notwithstanding the remainder of this Section II, Grantee acknowledges and agrees that Grantor retains the right to grant additional non-exclusive easements in the Easement Area (including to the Lincoln County Power District) so long as such grants are not reasonably likely to interfere with Grantee's use and enjoyment of the Easements.

III. Term. The term of the Easements commenced on the Effective Date and such term shall continue in full force in effect until the earlier to occur of: (i) Grantee's relinquishment of this Agreement through a recorded instrument; (ii) the permanent removal (following construction) of the access roads in the Easement Areas; (iii) Grantee's failure or refusal to join any road maintenance agreement governing the maintenance and repair of the Improved Roadway portion of the Easement Area which is agreed to by Grantor and the other various permitted users of the Improved Roadway portion of the Easement Area (the "Road Maintenance Agreement") upon Grantee's receipt of a building permit for any portion of the Dominant Property; (iv) Grantee's abandonment of the Project; or (v) the acceptance of any access road constructed in either portion of the Easement Area as a public road by Lincoln County. For the purpose of clarity, Grantee agrees to offer the access road to be constructed in the Unimproved Roadway portion of the Easement Area for dedication to Lincoln County upon the completion of such access road.

IV. Maintenance. Subject to the terms and conditions of any Road Maintenance Agreement encumbering the Unimproved Roadway portion of the Easement Area, Grantee shall be solely responsible for the maintenance and repair of the access road to be constructed within the Unimproved Roadway portion of the Easement Area, and Grantee hereby covenants and agrees to improve and maintain such access road in good condition and repair, and to Lincoln County's standards for public access roads. Neither Party shall be liable to maintain the road located in the Improved Roadway portion of the Easement Area.

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 or Grantee's invitees', contractors', or agents' use of the Easement Area, except to the extent directly arising from Grantor's acts, omissions, gross negligence, or willful misconduct.

VI. Successors and Assigns. The provisions of this Agreement shall be binding upon the successors and assigns of Grantor and Grantee, and the Easements granted in this Agreement shall constitute a burden upon the Servient Property and a benefit to the Dominant Property, and to all persons hereafter acquiring or owning any interest in the Servient Property or the Dominant Property, respectively, however such interest may be obtained.

VII. Title to Easement Area. Grantor represents and warrants that Grantor is the sole owner in fee simple of the Easement Area, and that Grantor has all necessary right, title, and authority to enter into this Agreement. Grantor shall defend, protect, indemnify, and hold harmless Grantee against any and all claims for trespass brought by any third person not a Party to this Agreement who claims an ownership interest in the Easement Area.

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.

IX. 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 such notice is delivered or rejected. Notice addresses for the Parties are as follows below, and such addresses may be changed by a Party by notice provided in the manner required by this paragraph:

Grantor:

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

Grantee:

Lincoln 1040 LLC
c/o Clarkson & Associates, LLC
340 Falcon Ridge Parkway, Suite 700A
Mesquite, NV 89027

X. General Provisions.

A. Appurtenant Easement. This Agreement, and the Easement granted by this Agreement, is appurtenant to the Dominant Property and cannot be assigned except in connection with a conveyance of the Dominant Property. Any successor-in-title to any portion of the Dominant Property shall be bound and benefitted by the terms and conditions of this Agreement.

B. Modification and Waiver. No claim of waiver, modification, consent, amendment, 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 Nevada law; if any provision of this Agreement shall be adjudicated invalid or prohibited under Nevada 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 Clark 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. Limitation of Indemnities. The 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 each Party.

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:

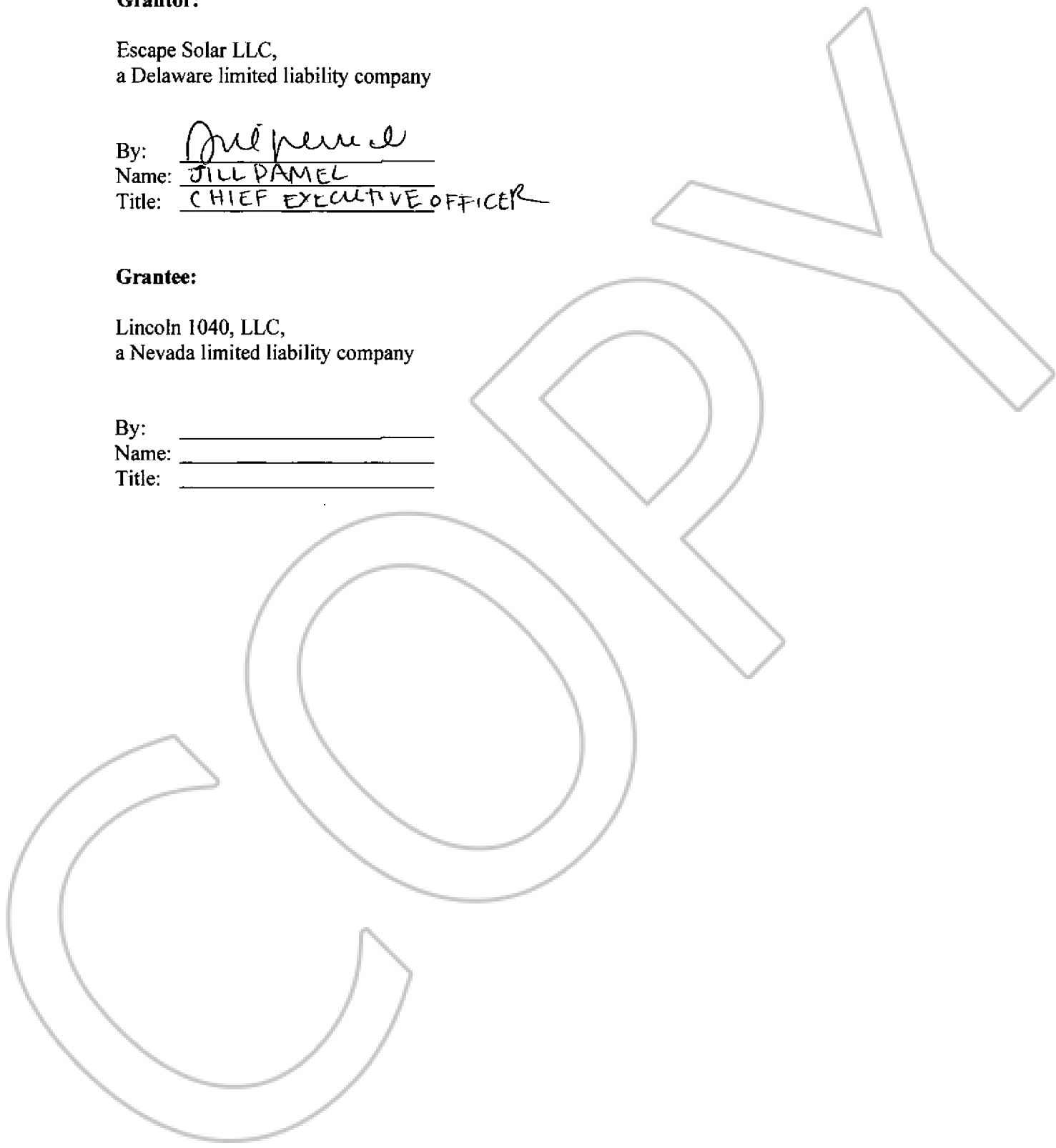
Escape Solar LLC,
a Delaware limited liability company

By: *Jill Pamela*
Name: JILL PAMEL
Title: CHIEF EXECUTIVE OFFICER

Grantee:

Lincoln 1040, LLC,
a Nevada limited liability company

By: _____
Name: _____
Title: _____



Grantor:

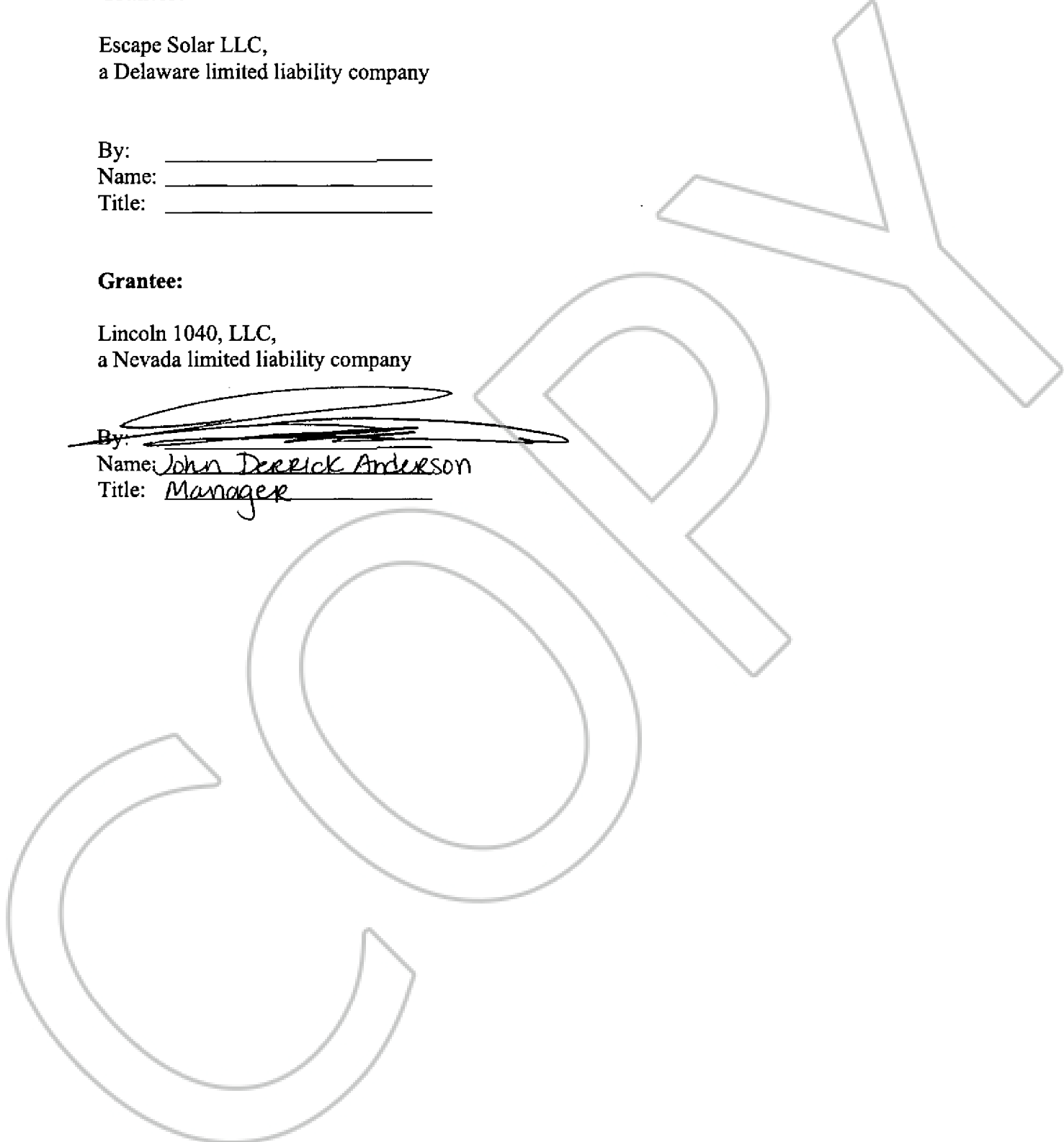
Escape Solar LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Grantee:

Lincoln 1040, LLC,
a Nevada limited liability company

~~By: _____~~
Name: John Derrick Anderson
Title: Manager

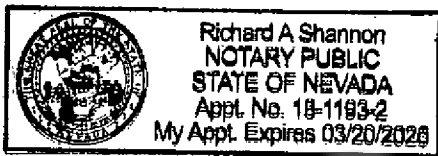


STATE OF NEVADA)
) SS.
COUNTY OF WASCO)

On July 15th, 2024, before me, Richard A. Shannon, a Notary Public, personally appeared Jill Marie Jamel, 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.



Richard A. Shannon
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

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

STATE OF Nevada)
) SS.
COUNTY OF Clark)

On July 15, 2024, before me, D. Macias, a Notary Public, personally appeared John Derrick Anderson, 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.

[Signature]
Notary Public

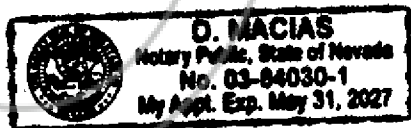
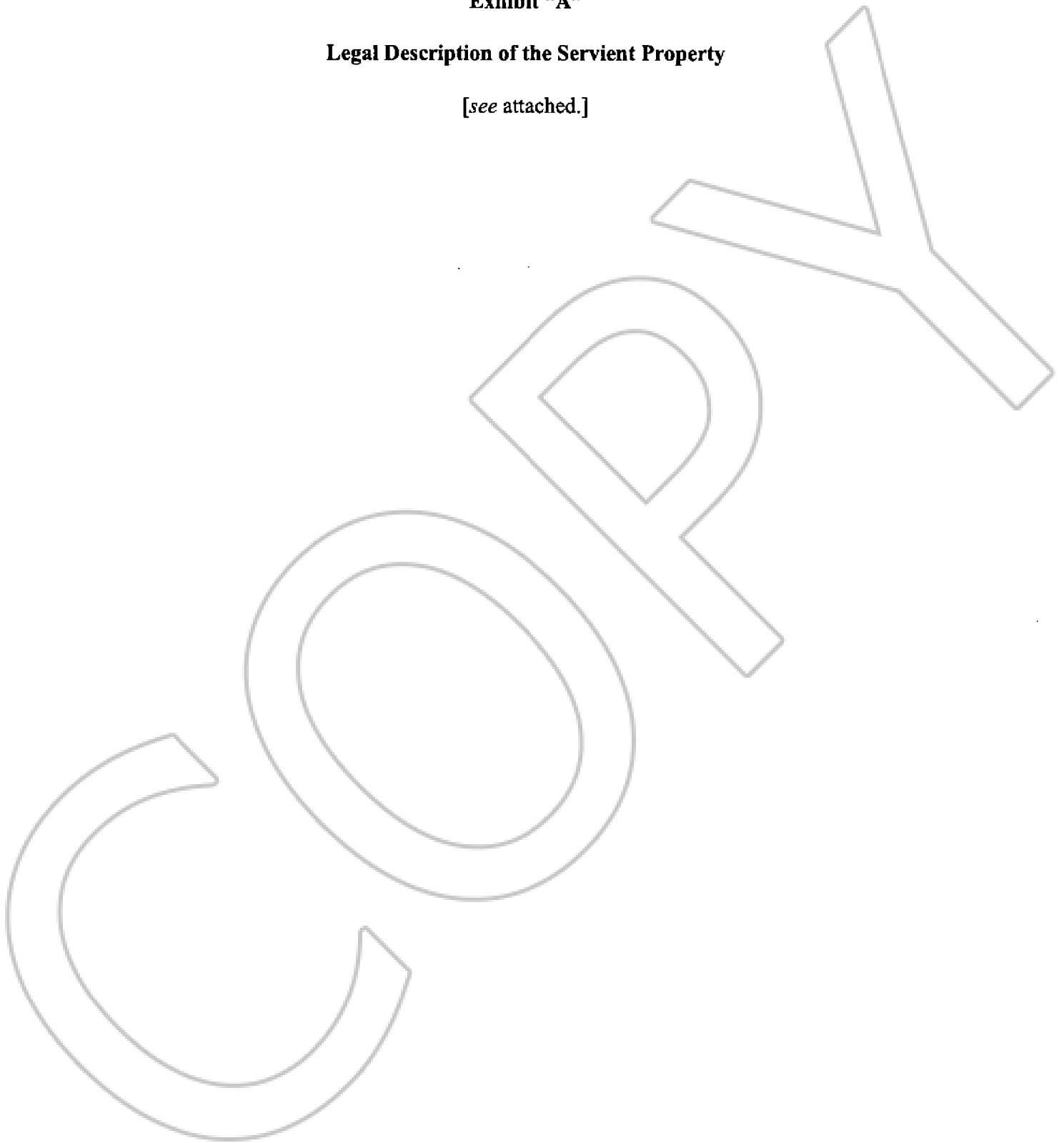


Exhibit "A"

Legal Description of the Servient Property

[see attached.]



WALLACE MORRIS KLINE SURVEYING, LLC.
Land Survey Consulting

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

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 16, 17, 18, 19, 20, AND 21, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M., LINCOLN COUNTY, NEVADA.

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

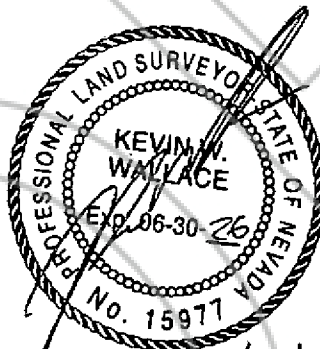


Exhibit "B"

Legal Description of the Dominant Property

[see attached.]





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Civil Engineering • Land Surveying • Land Planning
736 South 900 East, Suite B105, St. George, UT 84790
Office 435-628-4700, www.browncivil.com

LEGAL DESCRIPTION FOR LINCOLN 1040, LLC

ALL OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 70 EAST, M.D.B. & M., LINCOLN COUNTY, NEVADA. TOGETHER WITH THE WEST HALF (W 1/2) AND THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.B. & M., LINCOLN COUNTY, NEVADA.

CONTAINS: 1,040.33 ACRES

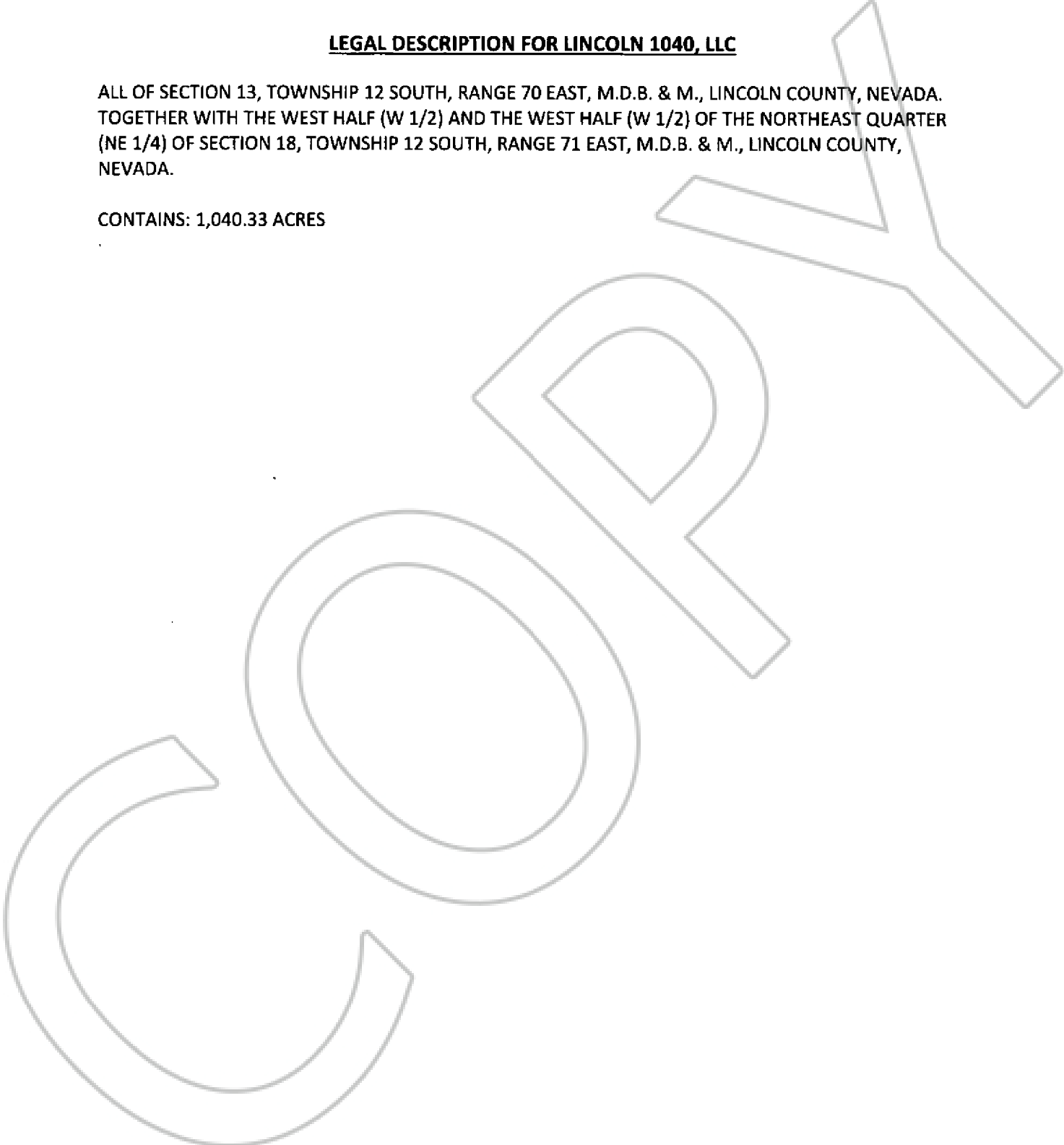


Exhibit "C"

Legal Description of the Unimproved Roadway Portion of the Easement Area

[see attached.]





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Office 435-628-4700, www.browncivil.com

LEGAL DESCRIPTION FOR 60 FOOT ACCESS EASEMENT

BEGINNING AT A POINT N00°53'00"W 1,849.69 FEET ALONG THE SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 70 EAST MOUNT DIABLO MERIDIAN;

THENCE N00°53'00"W 62.02 FEET; THENCE S76°13'05"E 3292.23 FEET; THENCE S75°23'43"E 370.63 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING ROAD; THENCE S10°07'41"W 60.18 FEET; THENCE N75°23'43"W 374.90 FEET; THENCE N76°13'05"W 3276.10 FEET TO THE POINT OF BEGINNING.

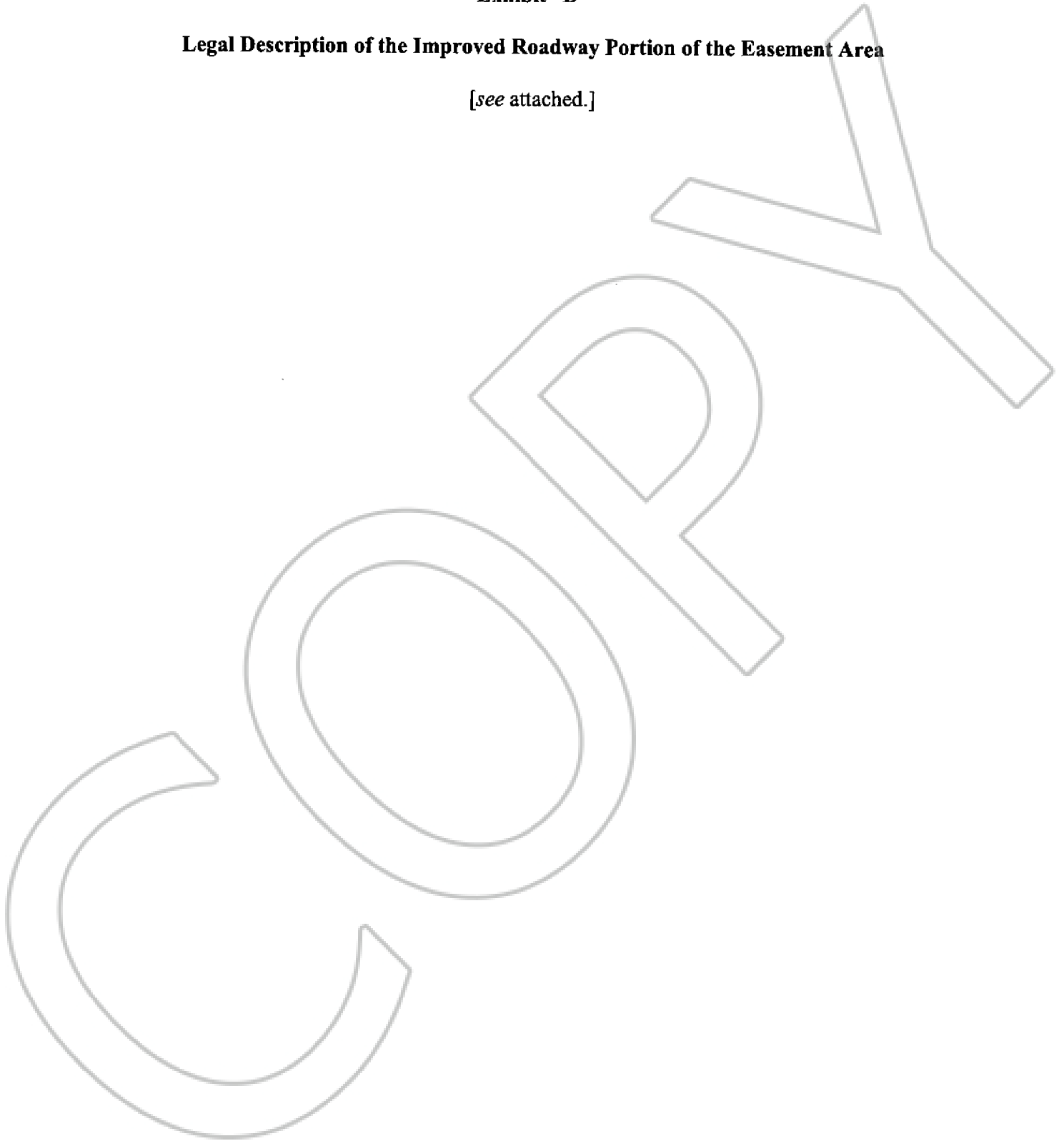
CONTAINS 219,415 sq. ft.

5.0371 acres

Exhibit "D"

Legal Description of the Improved Roadway Portion of the Easement Area

[see attached.]





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Office 435-628-4700, www.browncivil.com

LEGAL DESCRIPTION FOR ACCESS EASEMENT

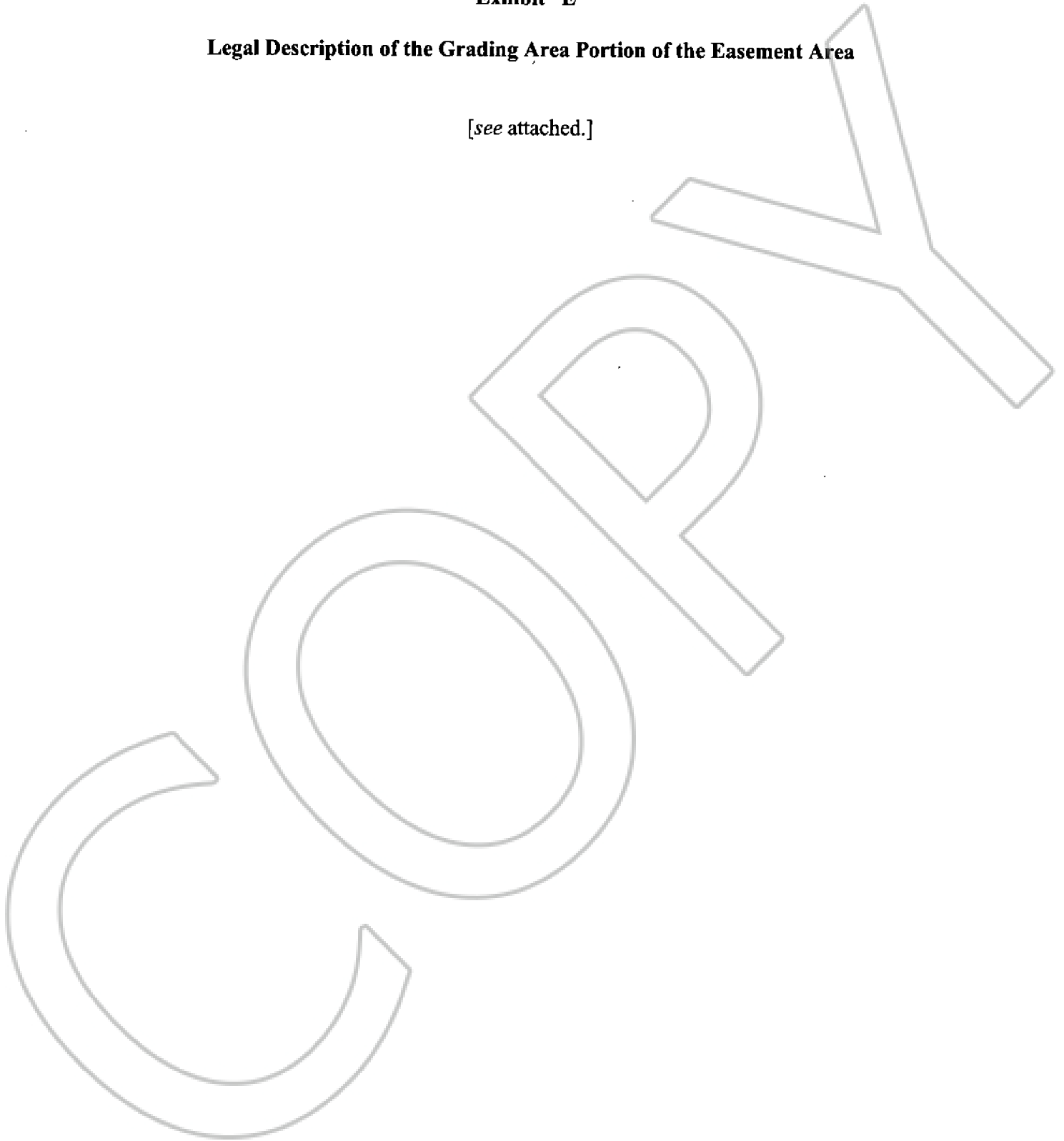
A 60 FOOT WIDE ACCESS EASEMENT BEING 30 FOOT OFFSET FROM EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. BEGINNING AT A POINT ON THE CENTERLINE ON AN EXISTING PAVED ROAD, SAID POINT BEING N00°53'00"E 1063.48 FEET ALONG THE SECTION LINE AND N90°00'00"E 3548.31 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 71 EAST MOUNT DIABLO MERIDIAN;

THENCE S10°07'41"W 568.85 FEET TO THE POINT OF RADIUS WITH A 1300.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS S79°52'19"E); THENCE 459.15 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°14'12": THENCE S10°06'30"E 443.14 FEET TO A POINT OF CURVATURE WITH A 350.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS N79°53'30"E); THENCE 183.69 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°04'56" TO A POINT OF REVERSE CURVATURE WITH A 350.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS S44°48'34"W); THENCE 221.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°12'42' TO THE POINT OF CURVATURE WITH A 950.00 FOOT COMPOUND CURVE TO THE RIGHT (RADIUS POINT BEARS S82°14'29"W); THENCE 334.31 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°09'46"; THENCE S09°18'10"W 117.04 FEET TO A POINT OF CURVATURE WITH A 600.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS S82°45'47"E); THENCE 404.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°37'52" TO A POINT OF CURVATURE WITH A 900.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT (RADIUS POINT BEARS 59°54'43"W); THENCE 351.24 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°21'39"; THENCE S10°04'35"E 1082.00 FEET; THENCE S10°13'41"E 437.23 FEET; THENCE S10°24'13"E 556.54 FEET; THENCE S12°23'55"E 267.57 FEET;

Exhibit "E"

Legal Description of the Grading Area Portion of the Easement Area

[see attached.]





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LEGAL DESCRIPTION FOR 30' NORTH GRADING EASEMENT

BEGINNING AT A POINT N00°53'00"W 1911.71 FEET ALONG THE SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 70 EAST MOUNT DIABLO MERIDIAN;

THENCE N00°53'00"W 31.01 FEET; THENCE S76°13'05"E 3300.30 FEET; THENCE S75°23'43"E 368.50 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING ROAD; THENCE S10°07'41"W 30.09 FEET; THENCE N75°23'43"W 374.90 FEET; THENCE N76°13'05"W 3292.23 FEET TO THE POINT OF BEGINNING.

CONTAINS 109,975 sq. ft.

2.5247 acres



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LEGAL DESCRIPTION FOR 30' SOUTH GRADING EASEMENT

BEGINNING AT A POINT N00°53'00"W 1818.68 FEET ALONG THE SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 70 EAST MOUNT DIABLO MERIDIAN;

THENCE N00°53'00"W 31.01 FEET; THENCE S76°13'05"E 3276.10 FEET; THENCE S75°23'43"E 374.90 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING ROAD; THENCE S10°07'41"W 30.09 FEET; THENCE N75°23'43"W 377.03 FEET; THENCE N76°13'05"W 3268.03 FEET TO THE POINT OF BEGINNING.

CONTAINS 109,441 sq. ft.

2.5124 acres