

LINCOLN COUNTY, NV      **2024-167266**  
\$37.00      07/22/2024 08:03 AM  
Rec:\$37.00      FIRST AMERICAN TITLE INSURANCE COMPANY \$11 AK  
OFFICIAL RECORD  
AMY ELMER, RECORDER

APN: 008-261-23

NCS- 1223950(AD)

**RECORDING REQUESTED BY:**

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

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)

**MEMORANDUM OF AGREEMENT TO PROVIDE ACCESS, FOR RELEASE OF CLAIMS, AND FOR DISMISSAL OF LITIGATION**

THIS MEMORANDUM OF AGREEMENT TO PROVIDE ACCESS, FOR RELEASE OF CLAIMS, AND FOR DISMISSAL OF LITIGATION (this "**Memorandum**") is made and entered into this 19 day of July, 2024 (the "**Effective Date**"), by and between Escape Solar LLC, a Delaware limited liability company ("**Escape**") and Lincoln 1040 LLC, a Nevada limited liability company ("**Lincoln 1040**") and with Escape, the "**Parties**").

1. **The Lincoln 1040 Property.** Lincoln 1040 is the owner of that certain real property located in Lincoln County, Nevada, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Lincoln 1040 Property**").

2. **Agreement.** The Parties, among others, have entered into that certain Agreement to Provide Access, for Release of Claims, and for Dismissal of Litigation (the "**Agreement**") dated as of even date herewith.

3. **Access Easement; Road Maintenance Agreement.** As part of the Agreement, Escape agreed to grant Lincoln 1040 an access easement over the lands owned by Escape more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Easement**"). The Easement has been recorded concurrently with this Memorandum.

4. **Covenant Not to Protest.** As part of the Agreement, Lincoln 1040, for itself and its successors-in-title with respect to the Lincoln 1040 Property, covenanted, agreed, and acknowledged that it will not protest or oppose the Project (as defined in the Agreement) in any

manner, by legal challenge or otherwise, including, without limitation, federal or state court litigation, federal or state administrative protests, and local or county government protests, all present and future actions related to the Project, including any and all state, federal, and local permitting activities, and the design, construction, operation, and maintenance of the Project, throughout the lifetime of the Project. Lincoln 1040 further represented and covenanted that it shall also refrain from assisting in any way any other person or entity in any attempt to object to, challenge, or protest the Project. The Agreement provides that these covenants apply to any and all heirs, assigns, transferees, and owners of the Lincoln 1040 Property. As such, all future owners, in perpetuity, of the Lincoln 1040 Property may not challenge the Project in any way. Lincoln 1040 and Escape desire that the covenants described in Section 4.5 of the Agreement shall be covenants running with the land, binding and benefitting any and all successor owners of any portion of, or interest in, the Property (as defined in the Agreement, and being the lands owned by Escape as of the Effective Date) and the Lincoln 1040 Property.

5. Incorporation of Agreement; Interpretation. This Memorandum incorporates herein all of the terms and provisions of the Agreement as though fully set forth herein. This Memorandum is not intended to modify or amend any of the terms and conditions of the Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Memorandum and those of the Agreement, the terms and conditions of the Agreement shall control.

6. Purpose of Memorandum. The purpose of this Memorandum is to give record notice of the existence of the Agreement. Copies of the Agreement have been retained by each of Lincoln 1040 and Escape.

7. Counterparts. This Memorandum may be executed in counterparts.

[signature page follows.]

IN WITNESS WHEREOF, Lincoln 1040 and Escape have executed this Memorandum as of the date set forth above.

**Escape:**

Escape Solar LLC,  
a Delaware limited liability company

By: *Jill Daniel*  
Name: JILL DANIEL  
Title: CHIEF EXECUTIVE OFFICER

**Lincoln 1040:**

Lincoln 1040, LLC,  
a Nevada limited liability company

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

[notary pages follow.]

IN WITNESS WHEREOF, Lincoln 1040 and Escape have executed this Memorandum as of the date set forth above.

**Escape:**

Escape Solar LLC,  
a Delaware limited liability company

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

**Lincoln 1040:**

Lincoln 1040, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: John Derrick Anderson  
Title: Manager

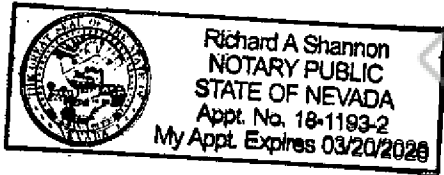
[notary pages follow.]

STATE OF NEVADA )  
 ) SS.  
COUNTY OF WASHE )

On July 15<sup>th</sup>, 2024, before me, Richard A. Shannon, a Notary Public, personally appeared Jill Marie Daniel, 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

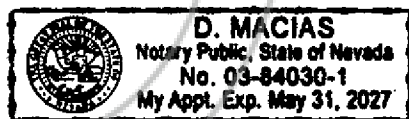
STATE OF Nevada )  
 ) SS.  
COUNTY OF Clark )

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.

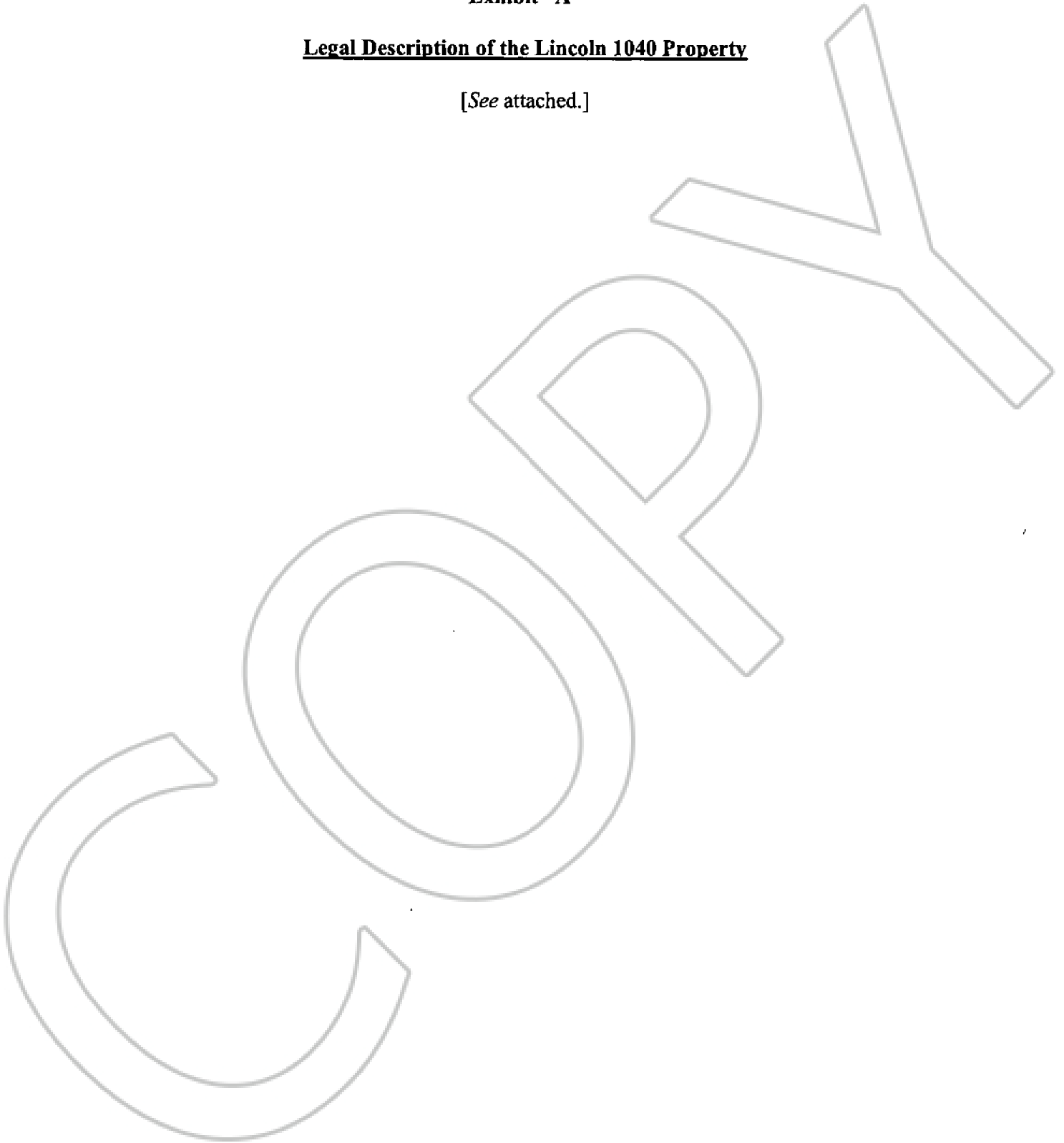
[Signature]  
Notary Public



**Exhibit "A"**

**Legal Description of the Lincoln 1040 Property**

[See attached.]





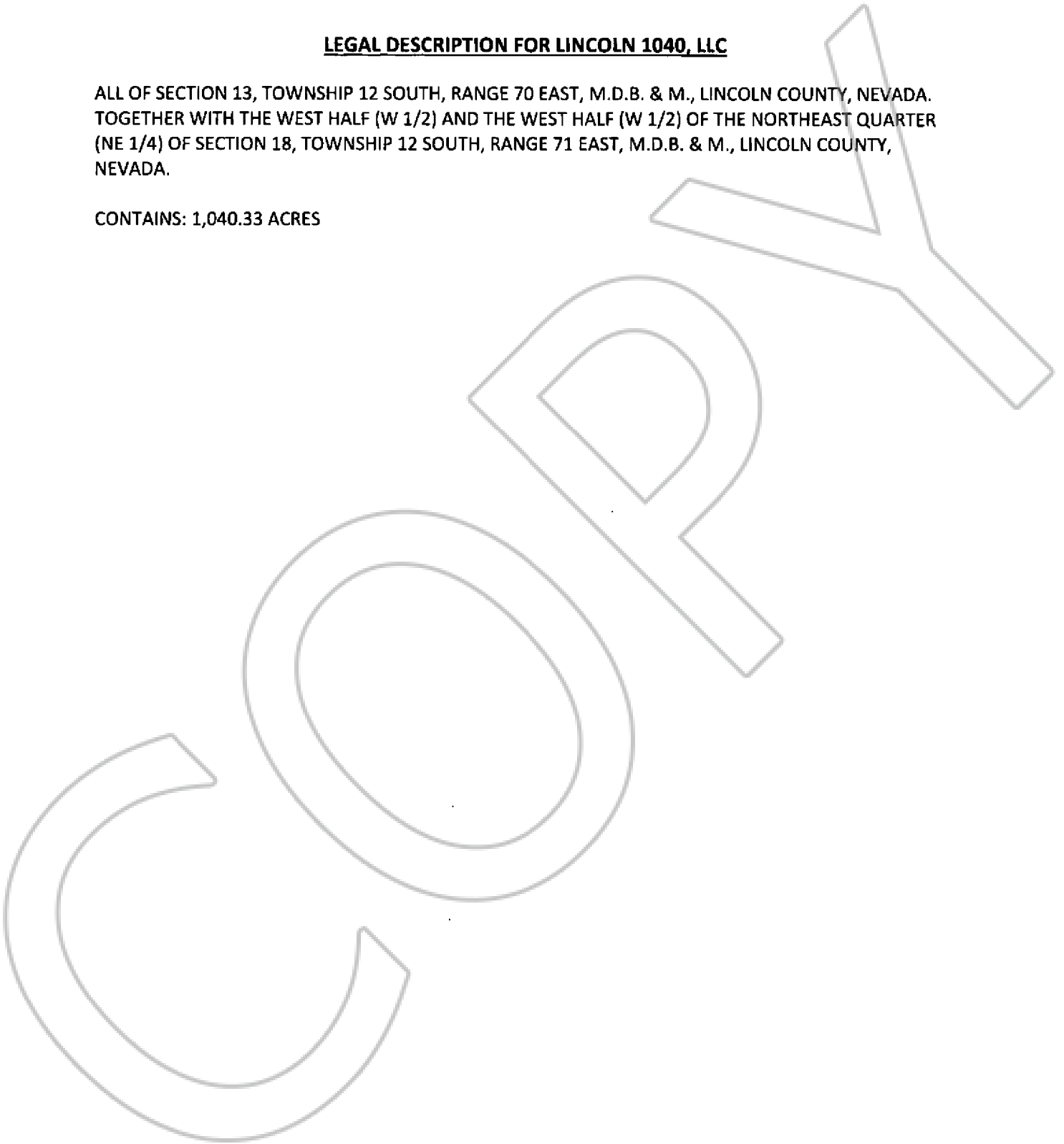
# BROWN CONSULTING ENGINEERS

Civil Engineering • Land Surveying • Land Planning  
736 South 900 East, Suite B105, St. George, UT 84790  
Office 435-628-4700, [www.browncivil.com](http://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 "B"**

**Legal Description of the Easement Area**

[See attached.]





# BROWN CONSULTING ENGINEERS

Civil Engineering • Land Surveying • Land Planning  
736 South 900 East, Suite B105, St. George, UT 84790  
Office 435-628-4700, [www.browncivil.com](http://www.browncivil.com)

## LEGAL DESCRIPTION FOR 60 FOOT ACCESS EASEMENT

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

CONTAINS 219,415 sq. ft.

5.0371 acres



# BROWN CONSULTING ENGINEERS

Civil Engineering • Land Surveying • Land Planning  
736 South 900 East, Suite B105, St. George, UT 84790  
Office 435-628-4700, [www.browncivil.com](http://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 S9°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;