

LINCOLN COUNTY, NV      **2024-167429**  
\$37.00  
Rec:\$37.00      **09/16/2024 07:36 AM**  
HOLLAND & HART LLP - RENO      Pgs=12 AK  
**OFFICIAL RECORD**  
AMY ELMER, RECORDER

APN: 008-261-23

**RECORDING REQUESTED BY:**

Escape Solar LLC  
c/o Estuary Power  
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)

**LIMITED ACCESS AGREEMENT**

This LIMITED ACCESS AGREEMENT (this "**Agreement**") is entered into as of September 3, 2024 (the "**Effective Date**"), by and between Virgin Valley Water District, a political subdivision of the State of Nevada ("**VVWD**") and Escape Solar LLC, a Delaware limited liability company ("**Escape**") with reference to the following facts:

**RECITALS**

- A. WHEREAS VVWD has entered into that certain Bureau of Land Management Right-of-Way Grant with Serial Number NV-63356 (the "**VVWD Right-of-Way**"), pursuant to which VVWD has obtained certain rights-of-way in, on, along, through, over, and under that certain real property more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Right-of-Way Area**") for the purposes described in the VVWD Right-of-Way.
- B. WHEREAS Escape is the owner of the fee interest in and to the land which is subject to the VVWD Right-of-Way.
- C. WHEREAS VVWD is a political subdivision of the State of Nevada created by the Nevada Legislature in 1993 through the Virgin Valley Water District Act, Chapter 100 Statutes of Nevada 1993.
- D. WHEREAS VVWD has held the VVWD Right-of-Way since 2000, which contains significant water infrastructure critical to the health and safety of citizens of Clark County, including but not limited to the City of Mesquite and the Town of Bunkerville.

E. WHEREAS VVWD is required to protect and secure this critical infrastructure, and the VVWD Right-of-Way has been enclosed since approximately 2005.

F. WHEREAS Escape now seeks to construct, maintain, and operate a solar electric generating and energy storage facility to be constructed on land owned by Escape outside of the Right-of-Way Area which may be accessed through the VVWD Right-of-Way.

G. WHEREAS Escape and VVWD mutually desire to enter into this Agreement to set forth the terms and conditions upon which Escape and VVWD may mutually use and enjoy the Right-of-Way Area.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual agreement of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Escape and VVWD, intending to be and hereby being legally bound, hereby agree as follows:

### AGREEMENT

1. Acknowledgements by Escape. Escape agrees and acknowledges that VVWD has a right-of-way in the VVWD Right-of-Way Area. Moreover, VVWD maintains a critical infrastructure within the VVWD Right-of-Way Area that must be secured at all times.

(a) Escape agrees and acknowledges that none of its actions to be taken pursuant to this Agreement will interfere with any and all rights held by VVWD as a result of the VVWD Right-of-Way.

(b) Escape agrees and acknowledges that VVWD is a political subdivision of the State of Nevada and the VVWD Right-of-Way Area involves critical infrastructure whose security is necessary to preserve and protect the health and safety of the citizens of Nevada, as well as all visitors. Escape agrees and acknowledges that it will undertake no construction, improvements, or maintenance that will impair or impede VVWD's obligations and responsibilities to preserve and protect the VVWD Right-of-Way Area as set forth in the VVWD Right-of-Way.

2. Acknowledgments by VVWD. VVWD agrees and acknowledges that Escape and its successors, assigns, and invitees may transport materials and equipment exclusively through the Access Road (as defined and described in the VVWD Right-of-Way) located in the VVWD Right-of-Way Area for purposes of the construction of a solar electric generating and energy storage facility to be constructed on land owned by Escape outside of the Right-of-Way Area, and Escape shall not transport materials or equipment through any other portion of the Right-of-Way Area. VVWD also agrees and acknowledges that it will provide Escape with gate access through the VVWD Right-of-Way Area in order to facilitate the

transportation of materials and equipment for the purposes of construction, maintenance, and operation of a solar electric generating and energy storage facility to be constructed on land owned by Escape outside of the Right-of-Way Area.

3. Maintenance and Repair of Access Road. Escape agrees to maintain the Access Road in substantially the same condition as the Access Road exists as of the Effective Date, and shall promptly repair any damage to the Access Road caused by its use, including but not limited to damage caused by Escape, its employees, agents, contractors, or invitees. Escape's obligations under this Section shall survive the termination or expiration of this Agreement.

4. Indemnification. Escape shall indemnify, defend, and hold harmless VVWD, its affiliates, officers, directors, employees, agents, and assigns from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to (i) Escape's use of the Access Road, (ii) Escape's exercise of its rights under this Agreement, or (iii) any act or omission of Escape, its employees, agents, contractors, or invitees in connection with the Agreement. Escape's obligations under this Section shall survive the termination or expiration of this Agreement.

5. Use of the Right-of-Way Area. For the purpose of clarity, nothing herein shall be interpreted to prohibit VVWD's use of the Right-of-Way Area consistent with the rights granted to it in the Right-of-Way.

6. Consideration. Escape agrees to pay VVWD the sum of forty-three thousand nine hundred fifty dollars (\$43,950.00), to be used for the construction and installation costs of a new gate and lock system into the Right-of-Way Area to allow Escape's secure access to the same.

7. Representations and Warranties. Escape hereby represents and warrants to VVWD that it is the owner of the fee interest in and to the Right-of-Way Area. VVWD hereby represents and warrants to Escape that it is the holder of all rights under the VVWD Right-of-Way.

8. Severability. If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

9. Successors and Assigns. This Agreement shall run with the Right-of-Way Area and shall be binding upon, and inure to the benefit of, Escape and VVWD, respectively, and their respective successors-in-interest, and any other person or entity having any interest in either Escape or VVWD. The rights of either party hereunder may be assigned in whole or in part (including a collateral assignment) without the other party's consent, including, without

limitation, to any lender to, or investor in, such assignor; provided, however, that no change or division in ownership shall diminish the rights of either Escape or VVWD hereunder. Each successor and assignee of Escape or VVWD and their respective successors and assigns, each lender providing financing, and each title company providing title insurance to the parties or any of the foregoing, are hereby expressly made third party beneficiaries of the covenants contained herein.

10. Term. This Agreement shall be effective for the aforementioned purposes on the Effective Date and shall continue in force and effect for eighteen (18) months. Following the termination of this Agreement, VVWD and Estuary's respective rights with respect to the VVWD Right-of-Way Area shall revert to their rights immediately prior to the Effective Date.

11. Further Assurances. Each party agrees to execute any further documents and instruments reasonably requested by the other party, including, without limitation, estoppel agreements, consents, and joint use agreements in connection with their respective rights or obligations under this Agreement.

12. Compliance with Law. All parties agree and acknowledge that any and all conduct contemplated by this Agreement must comply with all applicable state and federal laws, regulations, guidelines, and approvals – including any approvals necessary from any other state or federal agency – relevant to VVWD's operation and maintenance of facilities which are part of state and federal critical infrastructure sectors. As such, all parties agree and acknowledge that no action may be taken that would violate any applicable law, regulation, and/or guideline.

13. Notices. All notices, requests and communications (a "Notice") under this Agreement shall be given in writing, by personal delivery, nationally recognized overnight courier service, or first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

To Escape:

Escape Solar LLC  
c/o Estuary Power LLC  
50 West Liberty Street Suite 430  
Reno, NV 89501  
Attention: Chief Executive Officer

To VVWD:

Virgin Valley Water District  
500 Riverside Rd  
Mesquite, NV 89027

Attention: General Manager

Except as expressly provided herein, any notice shall become effective at the time of first receipt by the party to whom it is given, unless such Notice is mailed by certified mail, return receipt requested, in which case it shall be deemed to be received five (5) business days after the date that it is mailed. Any party may, by proper written notice hereunder to the other party, change the address to which Notices shall thereafter be sent.

14. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada, excluding the choice of law provisions thereof.

(b) Recording. VVWD and Escape agree that this Agreement may be recorded in the official records of Lincoln County, Nevada.

(c) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**VIRGIN VALLEY WATER DISTRICT,**  
a political subdivision of the State of Nevada

By: *Ben K. Davis*  
Name: Ben K. Davis  
Title: Board President

**ESCAPE SOLAR LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Jill Daniel  
Title: Chief Executive Officer

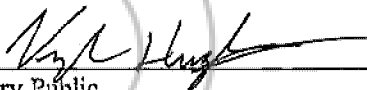
[notary blocks on next page]

STATE OF Nevada )  
 ) SS.  
COUNTY OF Clark )

On September 3, 2024, before me, Kyle Hughes, a Notary Public, personally appeared Ben K. Davis, 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.

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

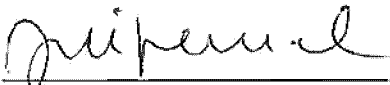


IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**VIRGIN VALLEY WATER DISTRICT,**  
a political subdivision of the State of Nevada

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

**ESCAPE SOLAR LLC,**  
a Delaware limited liability company

By:   
Name: Jill Daniel  
Title: Chief Executive Officer

[notary blocks on next page]



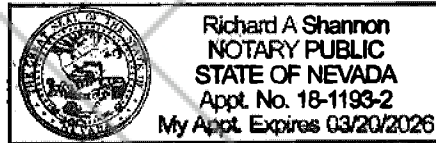
STATE OF NEVADA )  
 ) SS.  
COUNTY OF WASHOE )

On 09-06-2024, 2024, before me, Richard A. Shannon, a Notary Public, personally appeared Jill M. Dwyer, 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

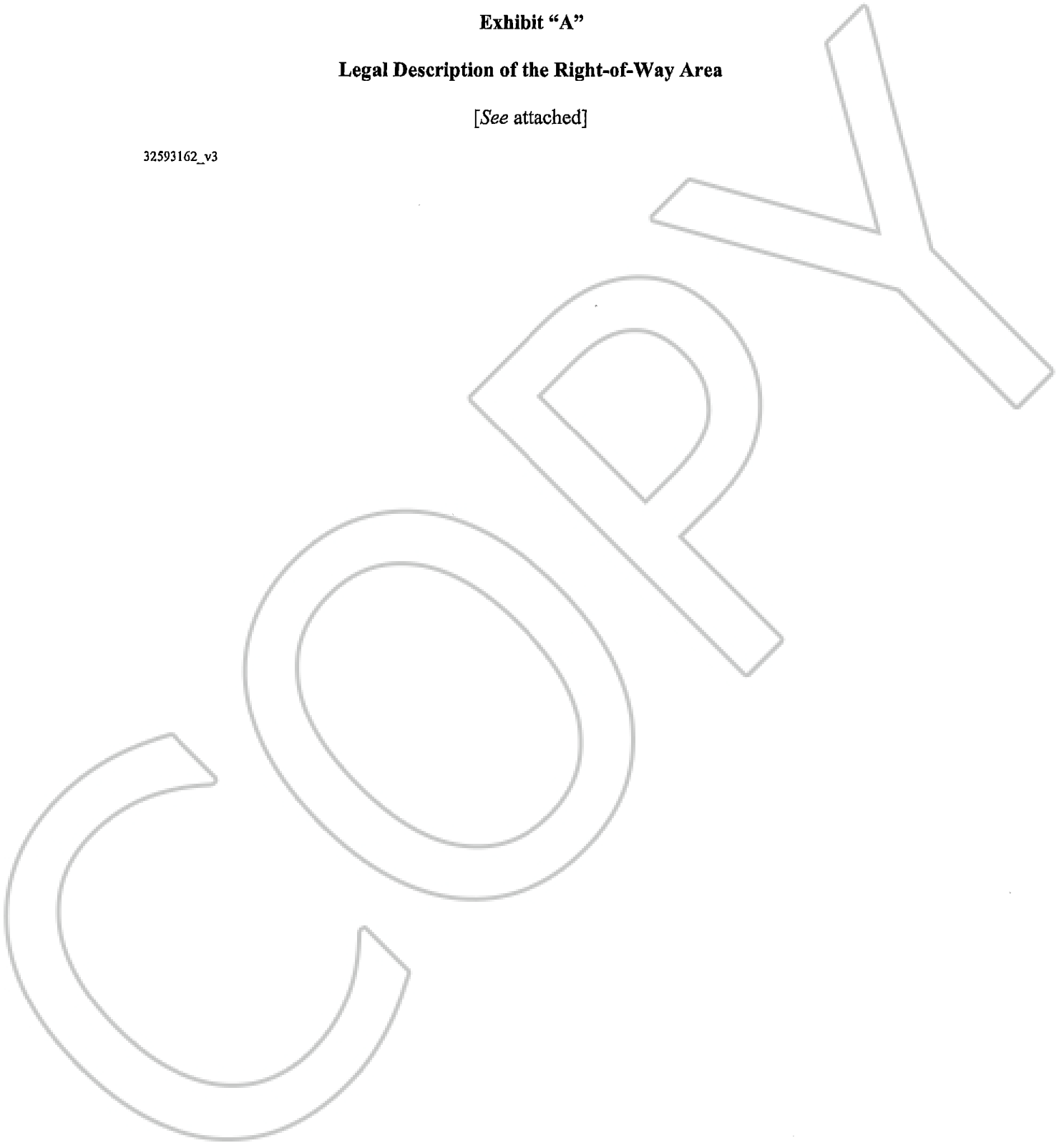


**Exhibit "A"**

**Legal Description of the Right-of-Way Area**

[See attached]

32593162\_v3



**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;

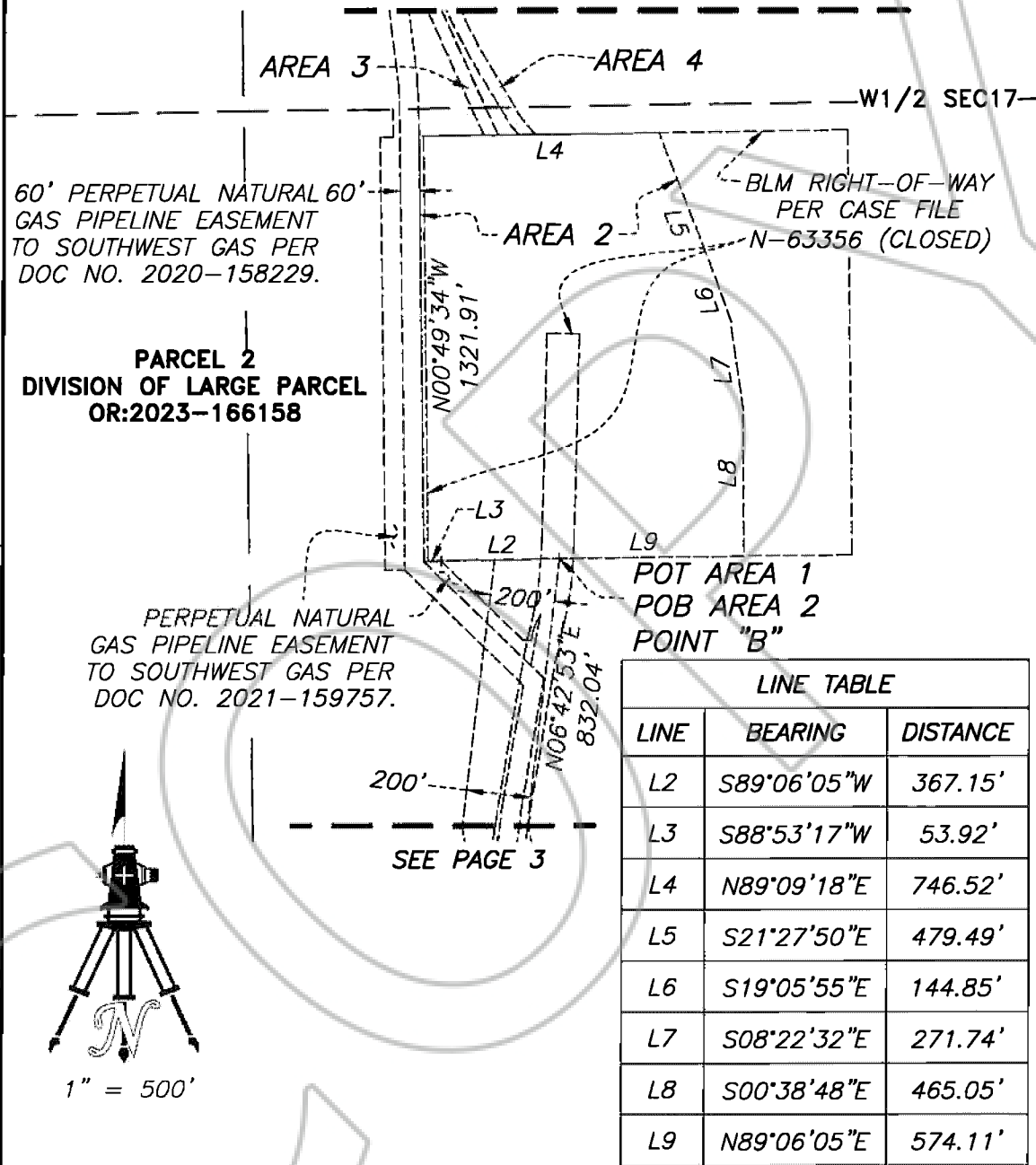
THENCE SOUTH 00°38'48" EAST, 465.05 FEET;

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

CONTAINING 28.22 ACRES, MORE OR LESS.

APN: 008-261-23  
 OWNER: ESCAPE SOLAR L.L.C.  
 NOTE: SEE PAGE 10 FOR LEGEND

SEE PAGE 5



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.