

APN(s): 008-261-23, 008-261-09

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

2024-167456
09/23/2024 01:07 PM
\$10 AK

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)

NCS-118726(B)-HHLV(ad)

Grant of Access Easement

This Grant of Access Easement (this "**Agreement**") is made and entered into as of the 19 day of September, 2024 (the "**Effective Date**"), by and between Escape Solar LLC, a Delaware limited liability company, in its capacity as the owner of the Servient Property (defined below) ("**Grantor**"), and Escape Solar LLC, a Delaware limited liability company, in its capacity as the owner of the Dominant Property (defined below) ("**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. Grantor previously received two access easements in favor of the Servient Property: (i) a "Grant of Access Easement" by and between Lincoln County Investors LLC and Grantor dated as of January 16, 2024 and recorded in the Official Records of Lincoln County, Nevada on July 22, 2024 as Document Number 2024-167262 and (ii) a "Grant of Access Easement" by and between C&O Holdings LLC and Grantor dated as of July 19, 2024 and recorded in the Official Records of Lincoln County, Nevada on July 22, 2024 as Document Number 2024-167263 (collectively, the "**Existing Easements**").

D. Section VII of each of the Existing Easements provides that the holder of an Existing Easement may assign each Existing Easement to any successor-in-interest with respect to

the Project, which is defined in the Existing Easements as Grantor's utility-scale solar energy generating facility.

E. The Project is being developed by Grantor on both the Dominant Property and the Servient Property.

F. Grantor, in its capacity as the owner of the the Servient Property, desires to grant to Grantee, in its capacity as the owner of the Dominant Property: (i) a partial assignment of the Existing Easements as a tenant-in-common with Grantor and (ii) an access easement over those portions of the Servient Property as are reasonably necessary to permit for the Dominant Property's access to and enjoyment of the Dominant Property.

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. Partial Assignment of Existing Easements. Pursuant to Section VII of the Existing Easements, Grantor hereby assigns to Grantee an undivided tenant-in-common interest in and to the Existing Easements, and Grantee hereby assumes and accepts such assignment.

III. Grant of Easements. Grantor hereby grants to Grantee a nonexclusive easement appurtenant to the Dominant Property in, on, over, across, through, and under the Servient Property to the limited extent reasonably necessary for the purposes of vehicular and pedestrian ingress and egress in, on, over, and through any access roads on the Servient Property that can provide access to the Dominant Property (the "**Easement**"). 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 Dominant Property through the rights granted to Grantee under this Agreement.

IV. Term. The term of the Easement commenced on the Effective Date and it shall continue in full force in effect until the earlier to occur of: (i) Grantee's relinquishment of this Agreement with respect to the Dominant Property through a recorded instrument, or (ii) the permanent decommissioning and removal (following construction and operation, and excluding temporary decommissioning for repowers) of the Project.

V. No Merger. No merger of title shall take place which would merge this Agreement or the Easement granted under this Agreement between the Dominant Property and the Servient Property notwithstanding that both the Dominant Property and the Servient Property are currently owned by the same entity as of the Effective Date. Regardless of such common ownership, this Agreement shall not terminate, but shall instead remain in effect regardless of such common ownership; as such, no merger of title shall be deemed to have taken place. Notwithstanding the remainder of this Section V, in the event that a merger of title eliminating the grants made by this Agreement is found to have occurred, then this Agreement shall then be construed as automatically

taking effect for all purposes, including the grant of the Easement, as of the date that the Dominant Property and the Servient Property are no longer under common ownership.

VI. Successors and Assigns; Collateral Assignments. The provisions of this Agreement shall be binding upon the successors and assigns of Grantor and Grantee with respect to the Servient Property and Dominant Property, respectively, 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, and shall constitute a benefit to the Dominant Property, and to all persons hereafter acquiring or owning any interest in the Dominant 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.

VII. 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 any portion of the Servient Property.

VIII. General Provisions.

A. Easement Appurtenant. This Agreement, and the Easement granted by this Agreement, is appurtenant to the Dominant Property and is enforceable by any party owning any portion of, or interest in, the Dominant Property.

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. This Agreement shall be construed and enforced in accordance with the laws of the State of 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.

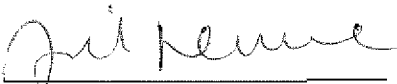
H. Breach Shall Not Permit Termination. No breach of this Agreement shall entitle either Party to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect any other rights which may be available to such Party.

[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.

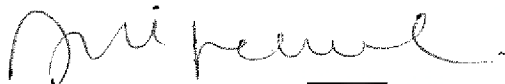
Grantor:

Escape Solar LLC,
a Delaware limited liability company

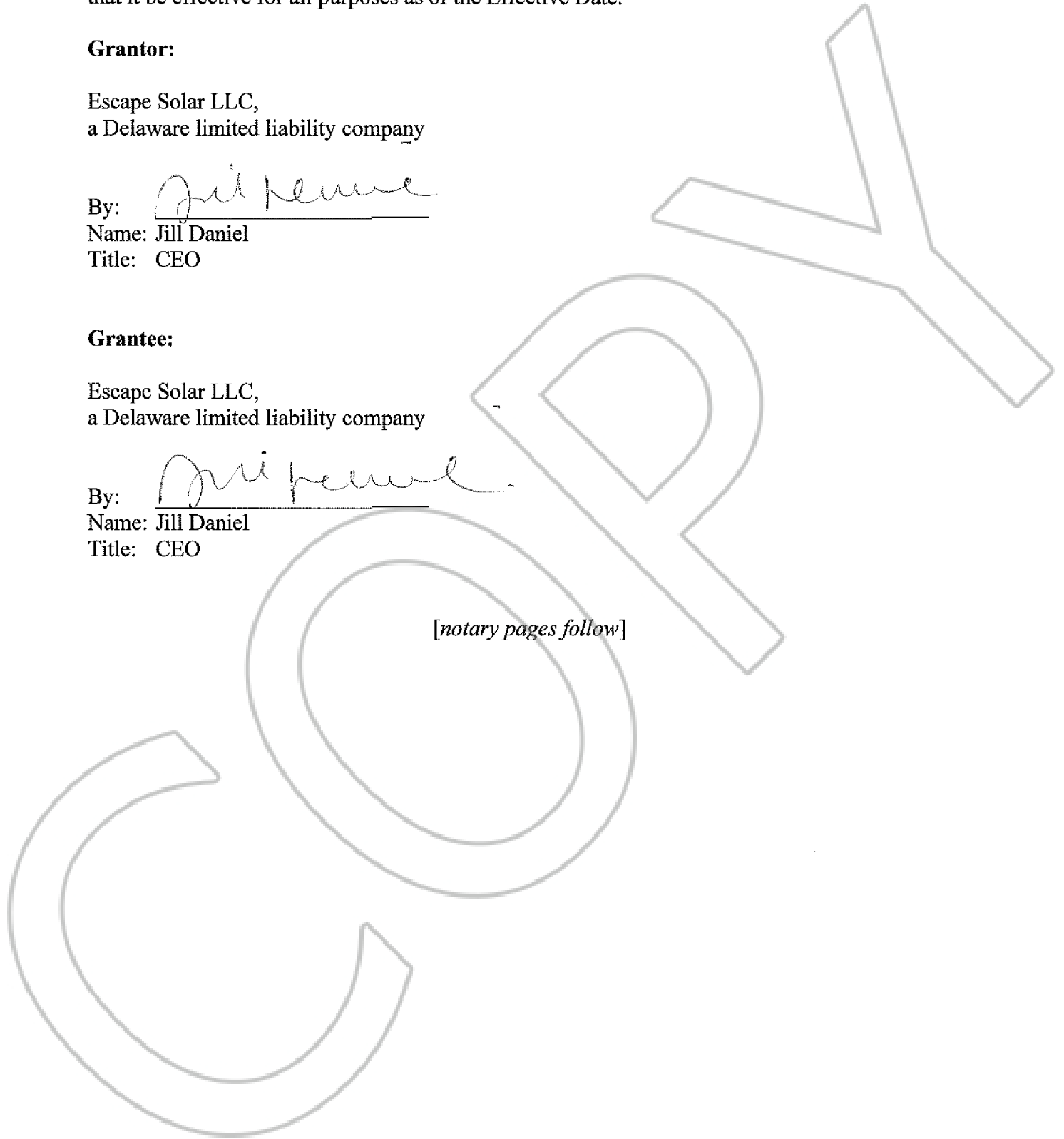
By: 
Name: Jill Daniel
Title: CEO

Grantee:

Escape Solar LLC,
a Delaware limited liability company

By: 
Name: Jill Daniel
Title: CEO

[notary pages follow]

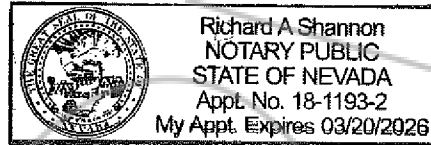


STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before for me on 09-19, 2024 by Jill Daniel, as Chief Executive Officer of Escape Solar LLC, a Delaware limited liability company.



Signature of Notarial Officer



STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before for me on 09-19, 2024 by Jill Daniel, as Chief Executive Officer of Escape Solar LLC, a Delaware limited liability company.



Signature of Notarial Officer

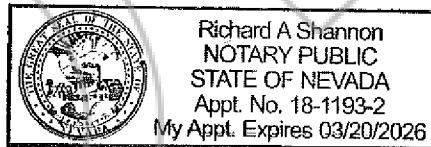
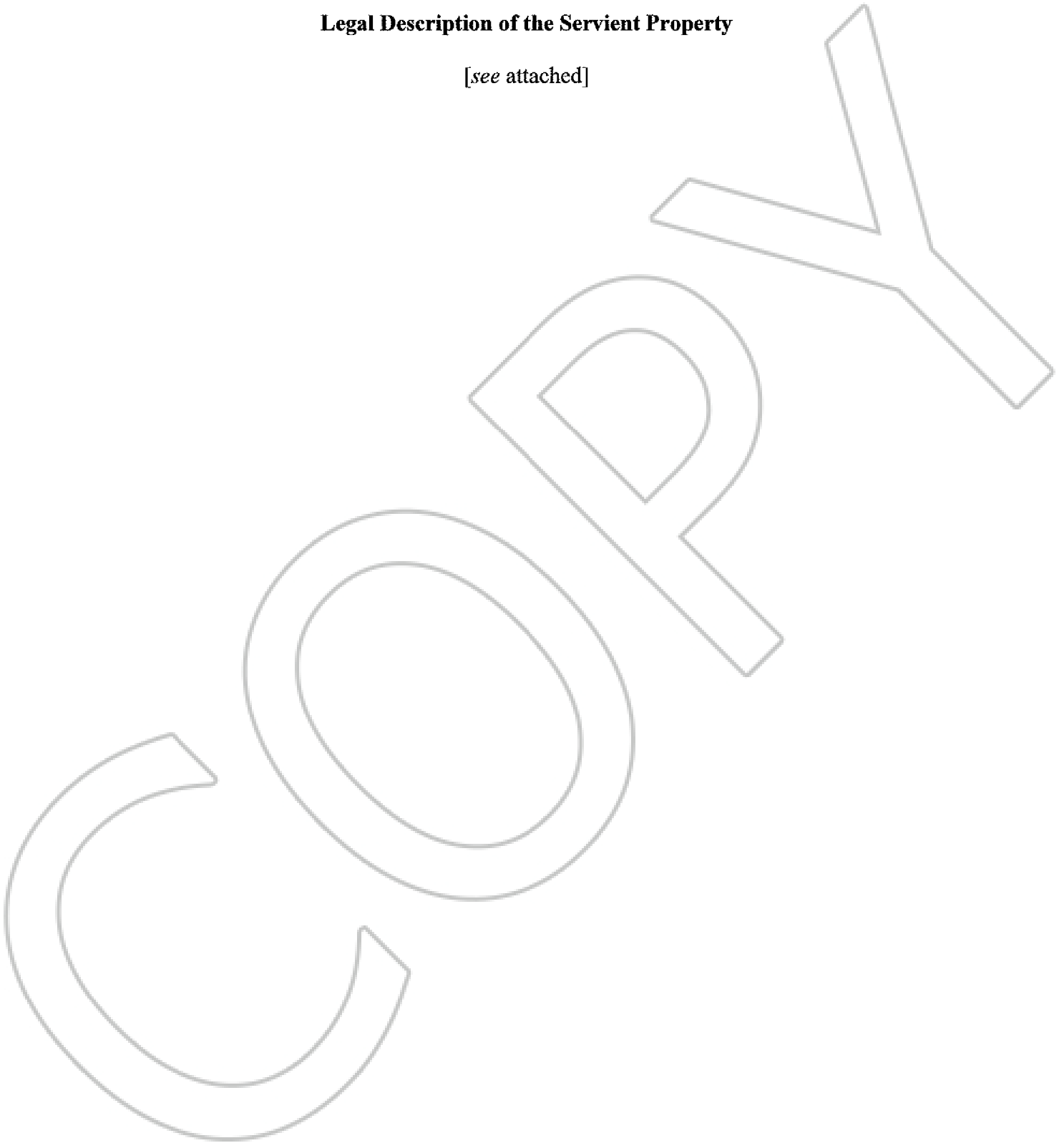


Exhibit "A"

Legal Description of the Servient Property

[see attached]



WALLACE MORRIS KLINE SURVEYING, LLC.
Land Survey Consulting

APN# 008-261-23
OWNER: ESCAPE SOLAR LLC

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

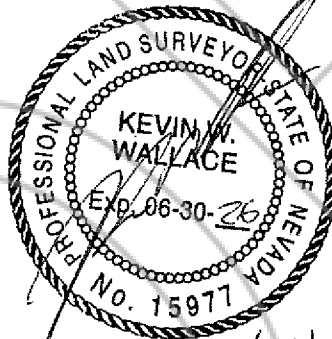
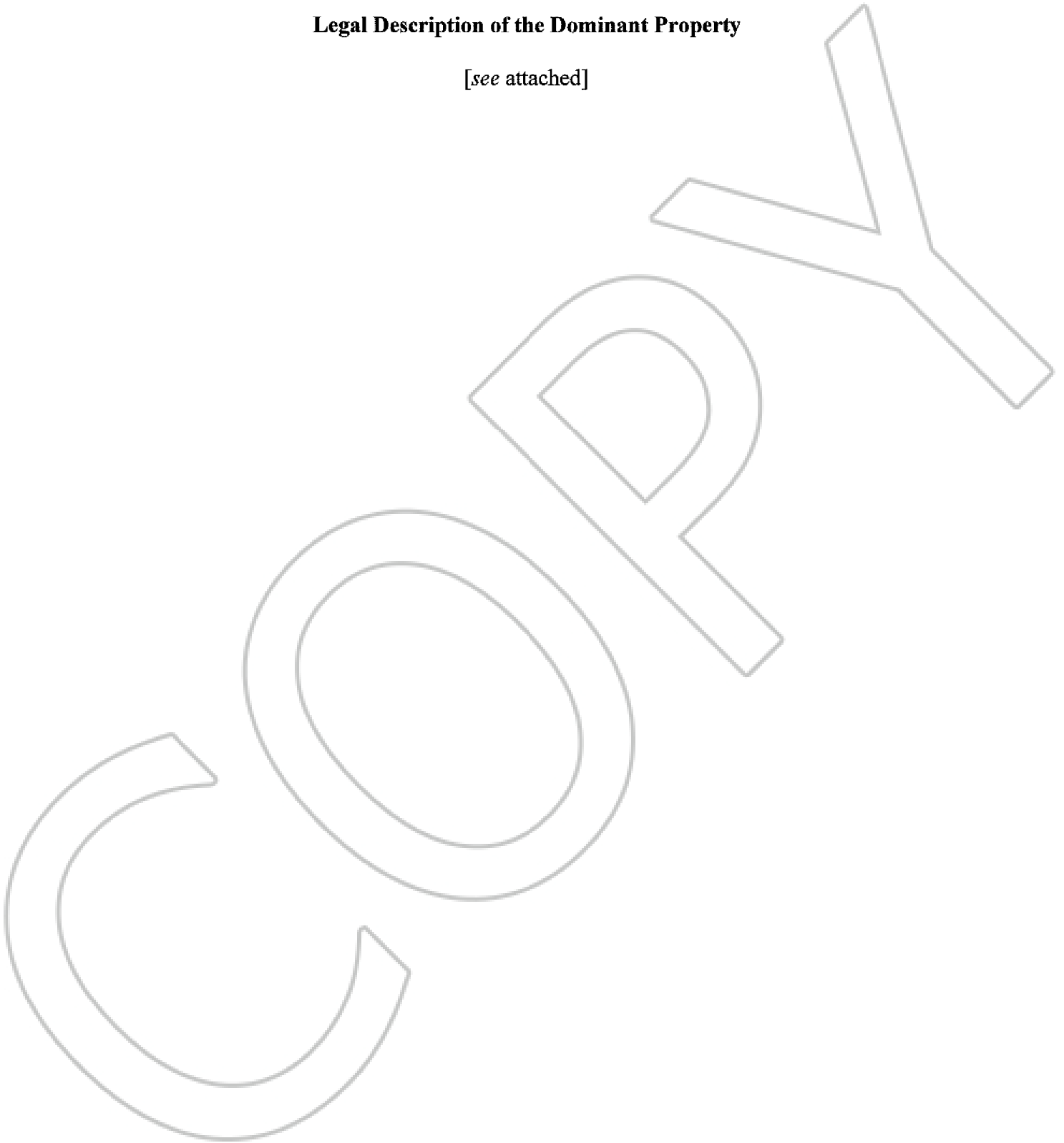


Exhibit "B"

Legal Description of the Dominant Property

[see attached]



WALLACE MORRIS KLINE SURVEYING, LLC
Land Survey Consulting

APN: 008-261-09
OWNER: ESCAPE SOLAR LLC

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS A PARCEL OF LAND IN SUPPORT OF THE ESCAPE SOLAR PROJECT.

DESCRIPTION

THAT CERTAIN PARCEL OF LAND AS CONVEYED TO SHARLET HOLDINGS II, LLC BY "GRANT, BARGAIN, SALE DEED" RECORDED MAY 9, 2017 ON FILE IN DOCUMENT 2017-151741 OF OFFICIAL RECORDS IN THE LINCOLN COUNTY RECORDER'S OFFICE, NEVADA. LYING WITHIN SECTIONS 15,16, AND 17, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.M., LINCOLN COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

GOVERNMENT LOTS 5, 6, 7 AND 8 IN SECTION 15, GOVERNMENT LOT 1 AND THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4), THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND THE NORTHEAST QUARTER (NE 1/4) OF SECTION 16, GOVERNMENT LOT 1 AND THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4), THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) SECTION 17, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.B.&M.

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

