

APNs: 1320-30-613-003

WHEN RECORDED MAIL TO:
CTH MINDEN, LLC

The party executing this document hereby affirms that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND SHARED INFRASTRUCTURE

This DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND SHARED INFRASTRUCTURE (this "**Declaration**"), is made this 2nd day of March, 2018, by and between **CTH MINDEN, LLC**, a Nevada limited liability company (together with its successors and/or assigns, "**SL Owner**"), and **MINDEN APL MP, LLC**, a Delaware limited liability company (together with its successors and/or assigns, "**MOB Owner**"). SL Owner and MOB Owner are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WITNESSETH:

A. SL Owner is the owner of that certain real property entirely situated in Douglas County, Nevada, comprising approximately 6.52 acres, which is known as Lot 3A on that certain Record of Survey recorded in the Official Records of Douglas County, Nevada on February 5, 2018 as File No. 2018-910035 (the "**Record of Survey**"), as more particularly described in **Exhibit A** attached hereto and incorporated by this reference as if fully set forth herein (the "**SL Parcel**").

B. MOB Owner is the owner of that certain real property entirely situated in Douglas County, Nevada, comprising approximately 91,476 square feet, which is known as Lot 3B on the Record of Survey, as more particularly described in **Exhibit B** attached hereto and incorporated by this reference as if fully set forth herein (the "**MOB Parcel**").

C. The SL Parcel and the MOB Parcel are sometimes individually as a "**Parcel**" and collectively as the "**Overall Parcel**".

D. As graphically depicted on Exhibit C attached hereto and incorporated herein by this reference as if fully set forth herein (the “*Current Survey*”), the MOB Parcel is currently improved with a 47,400 square foot medical office building, together with improvements ancillary thereto (the “*MOB Project*”), including without limitation parking spaces and various other hardscaping, landscaping, stormwater management, utility and other infrastructure (the “*MOB Parcel Existing Improvements*”), and the SL Parcel is currently improved only with improvements servicing and ancillary to the MOB Project, including without limitation 223 parking spaces, pedestrian and vehicular ingress and egress to and from Ironwood Drive and various other hardscaping, landscaping, stormwater management, utility and other infrastructure and a cooling tower (the “*SL Parcel Existing Improvements*”). The SL Parcel Existing Improvements currently service only the MOB Project and are a critical component thereof. In addition, (i) an encroachment (the “*Covered Area Encroachment*”) of a covered area that is a portion of the MOB Project extends across the boundary line of the MOB Parcel onto the SL Parcel by five feet nine inches (5’9”) at most in the location shown as “Covered Area Encroachment” on Exhibit G attached hereto and incorporated herein by this reference, and (ii) an encroachment (the “*Sign Encroachment*”; and together with the Covered Area Encroachment, collectively, the “*Encroachments*”) of a business sign benefitting the MOB Parcel is located on the SL Parcel in the location shown as “Sign Encroachment” on Exhibit G attached hereto and incorporated herein by this reference. MOB Owner and SL Owner have agreed that the Encroachments may remain in their present locations under the terms and conditions set forth herein.

E. SL Owner intends to develop the SL Parcel as an age-restricted senior living community, together with improvements ancillary thereto, as graphically depicted in the site plan shown on Exhibit D attached hereto and incorporated by this reference as if fully set forth herein (the “*SL Project*”).

F. On March 17, 2017, SL Owner obtained conditional Design Review and a Special Use Permit approval from the Douglas County Community Development Department for the SL Project attached hereto as Exhibit E (the “*Existing SL Project Approvals*”).

G. The SL Project and the Existing SL Project Approvals contemplate reconfiguring the SL Parcel Existing Improvements for integration with the SL Project, and it is the intention of the Parties that the MOB Project and SL Project, upon completion, will share certain infrastructure improvements as more fully set forth herein.

H. If the SL Project is not developed as contemplated by the Existing SL Project Approvals and such approval expires, the Parties wish to provide for the subdivision of the Overall Parcel in such a manner to allow the MOB Owner to continue its use of the MOB as it has historically been used without need for off-site parking or other off-site improvements or utility easements; such re-subdivision of the Overall Parcel will also include termination of this Declaration allowing each resulting Parcel to stand on its own.

NOW, THEREFORE, the Parties hereby declare that the Overall Parcel shall be held, conveyed, encumbered, leased, used, occupied, improved or affected in any manner consistent with the declarations, limitations, easements, covenants, conditions and restrictions set forth in this Declaration, all of which hereby are declared to be in furtherance of a general plan for the development, improvement of the Overall Parcel and further are declared to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the Overall Parcel. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and as liens to all persons hereafter acquiring or owning any interest in the Property, however such interest may be obtained unless and until terminated as provided for herein.

1. Incorporation of Recitals. The foregoing recitals by and between the parties shall constitute an integral part of this Declaration, and this Declaration shall be construed in light thereof.

2. SL Parcel Use Restriction. Except after recordation of an Abandonment Resubdivision, use of the SL Parcel shall be limited to operating a first-class age-restricted senior living facility as described in the Existing SL Project Approvals. No portion of the SL Parcel shall be used for professional medical purposes, including but not limited to medical offices, urgent care or emergency services. This prohibition shall not preclude the use of the SL Parcel or any portion thereof of a senior living community that may have minimal medical services that are incidental to the predominant use.

3. Pre-SL Project Easements and Maintenance. Prior to Commencement of Construction of the SL Project or the recordation of an Abandonment Resubdivision, this Section 3 shall govern the use, maintenance and operations of the Overall Parcel. "**Commencement of Construction**" shall mean such time as SL Owner has commenced physical construction of the SL Project and impacted any of the SL Parcel Existing Improvements in connection therewith.

(a) Access Easement. SL Owner hereby declares, grants, transfers, conveys and establishes for MOB Owner, its transferees, successors and assigns, for the benefit of and as an appurtenance to the MOB Parcel, an irrevocable and exclusive easement over, through, across and upon the SL Parcel Existing Improvements for pedestrian and vehicular ingress, egress, regress and access, including without limitation access to and from Ironwood Drive, by the owners from time to time of the MOB Parcel and their respective tenants, employees, residents, licensees, customers and business invitees and to install, maintain, repair and replace monument signage for the MOB Project.

(b) Parking Easement. Except as otherwise provided for herein, SL Owner hereby declares, grants, transfers, conveys and establishes for MOB Owner, its transferees, successors and assigns, for the benefit of and as an appurtenance to the MOB Parcel, an irrevocable and exclusive easement to utilize all parking spaces on the SL Parcel Existing Improvements for vehicular parking. MOB Owner shall be permitted to prevent parking by any parties other than its tenants, customers, employees, agents and other invitees, other than by SL

Owner and its licensees, business invitees, employees and agents for activities in connection with the potential development of the SL Parcel.

(c) Utilities Easement. SL Owner hereby declares, grants, transfers, conveys and establishes for MOB Owner, for the benefit of and as an appurtenance to the MOB Parcel, an irrevocable, exclusive easement for the usage of pipes, wires, conduits or other infrastructure (all deemed part of the SL Parcel Existing Improvements) required or convenient for the delivery of utilities to the MOB Project, including but not limited to, electricity, natural gas, potable water, sanitary sewer, stormwater, telephone, cable television, internet and communications, over, through, across, upon and under the SL Parcel.

(d) Stormwater Management Easement. SL Owner hereby declares, grants, transfers, conveys and establishes for MOB Owner, for the benefit of and as an appurtenance to the MOB Parcel, an exclusive easement over, through, across, upon and under the SL Parcel, including without limitation the SL Parcel Existing Improvements, for the discharge of stormwater utilizing the stormwater management facilities located thereupon and thereunder.

(e) Encroachment Easements.

(i) Grant of Easements. SL Owner hereby grants and conveys to MOB Owner and its successors and assigns, without any fee or charge therefor, the following easements, as an easement appurtenant to the MOB Parcel: (a) a perpetual, non-exclusive easement upon, over and under the portion of the SL Parcel shown as the "Covered Area Encroachment" on Exhibit G to allow the portion of the MOB Project located thereon to remain in its present location, and (b) a perpetual, non-exclusive easement upon, over and under the portion of the SL Parcel shown as the "Sign Encroachment" on Exhibit G to allow the portion of the business sign located thereon to remain in its present location.

(ii) Reconstruction/Replacement of MOB Project; Construction Activity. In the event all or any portion of the MOB Project located in the Covered Area Encroachment or the business sign located in the Sign Encroachment (the "***Encroaching Improvements***") is damaged or destroyed, MOB Owner and its successors and assigns shall have the right and option, at its sole cost and expense, to reconstruct the affected improvements in their present location as shown on Exhibit G. SL Owner hereby grants and conveys to MOB Owner a perpetual, non-exclusive easement to go upon the portion of the SL Parcel necessary to effect the repair, replacement or reconstruction of the Encroaching Improvements.

(f) Covenants of SL Owner.

(i) SL Owner warrants, covenants, represents and agrees that it shall not (a) grant any future or additional easements or rights with respect to access, parking, utilities, stormwater management or the Cooling Tower, or (b) construct any additional improvements on the SL Parcel or modify any of the SL Parcel Existing Improvements until Commencement of Construction of the SL Project and then in such case only in accordance with the terms herein. Any future or additional easements or rights granted or entered into without compliance with the foregoing requirements shall be automatically invalid, terminated and cancelled of record.

(ii) SL Owner shall promptly pay prior to delinquency all real estate and other taxes for which SL Owner is responsible as set forth in Section 3(h).

(iii) SL Owner shall promptly pay prior to delinquency all debt service payments for loans secured in whole or in part by a mortgage or other encumbrance on the SL Parcel.

(iv) SL Owner shall not cause or permit Commencement of Construction of the SL Project without causing satisfaction of each and every term and condition of Sections 4 and 5 below.

(g) MOB Owner's Rights and Obligations: MOB Owner shall perform the following obligations, at MOB Owner's cost and expense:

(i) Maintenance and Repair of the SL Parcel Existing Improvements. MOB Owner shall operate, keep, maintain repair and replace the SL Parcel Existing Improvements, including any monument signage and all other portions of the SL Parcel (including any landscaping or other features) as required for its purposes and shall have the exclusive right to do so. MOB Owner shall be permitted, in its sole and absolute discretion, to make any repairs, replacements, additions or modifications to the SL Parcel Existing Improvements it deems necessary or advisable to serve the MOB Project, provided that any new improvements shall not unreasonably or materially interfere with SL Owner's ability to commence, complete or maintain the SL Project or increase the cost to complete or maintain it. If MOB Owner fails or refuses to perform its upkeep, maintenance, repair, replacement or restoration obligations under this Section 3(g) for a period of thirty (30) days after receipt of written notice from SL Owner of such failure, and such failure has a materially adverse effect on SL Owner's right to use the SL Parcel Existing Improvements as set forth in this Section 3, then SL Owner shall have the right, but not the obligation, to perform such upkeep, maintenance, repair or restoration. MOB Owner shall reimburse SL Owner for the out of pocket costs SL Owner incurs to perform the upkeep, maintenance, repair or restoration, within thirty (30) days after receipt of invoice and reasonable documentation supporting such costs, and thereafter plus interest at the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum rate allowable by applicable law.

(ii) Maintenance, Repair and Construction Easement. SL Owner hereby grants to MOB Owner a non-exclusive easement over and across the SL Parcel for MOB Owner to perform its obligations and exercise its rights under Section 3(g)(i) above.

(iii) Taxes. MOB Owner shall promptly pay prior to delinquency all real estate and other taxes levied against the MOB Parcel and any improvements thereon as set forth in Section 3(h).

(h) Taxes and Insurance.

(i) Taxes. MOB Owner and SL Owner shall each be responsible for payment of all real estate and other taxes levied against the land constituting the MOB Parcel and

SL Parcel in the ratio of sixty-five percent (65%) MOB Owner and thirty-five percent (35%) SL Owner. MOB Owner shall be solely responsible for payment of all real estate and other taxes levied against the improvements on the Overall Parcel. SL Owner shall promptly pay prior to delinquency all real estate and other taxes levied against the SL Parcel and any improvements thereon at its sole cost and expense and MOB Owner shall promptly pay prior to delinquency all real estate and other taxes levied against the MOB Parcel and any improvements thereon at its sole cost and expense, and upon such payments the parties shall true-up within thirty (30) days thereafter in accordance with cost-sharing set forth in this paragraph.

(ii) Insurance. MOB Owner shall maintain (or shall cause to be maintained) insurance policies for fire and other casualty in an amount equal to one hundred percent (100%) of the replacement value of the SL Parcel Existing Improvements, and a policy for comprehensive general public liability insurance covering all operations with respect to the MOB Project (including the SL Parcel Existing Improvements), which limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for liability coverage. SL Owner shall be named as an additional insured on all of MOB Owner's insurance policies covering the SL Parcel Existing Improvements. Upon request by SL Owner, MOB Owner shall furnish the SL Owner certificates of insurance for the insurance policies required hereunder.

4. SL Project and Shared Infrastructure Development

(a) The Parties acknowledge and agree that the SL Parcel Existing Improvements were originally constructed as part of the MOB Project and use thereof is necessary for the proper operation of the MOB Project and satisfaction of governing law, regulations and approvals. Construction of the SL Project will impact and reconfigure the SL Existing Improvements and SL Owner intends for the completed SL Project and Shared Infrastructure to satisfy all such requirements of the MOB Project and the SL Project, and any such construction shall not unreasonably or materially interfere with MOB Owner's continued use and operations at the MOB Parcel. As such, to the extent that SL Owner, in its sole and absolute discretion, determines to proceed with developing the SL Project, all final plans for Shared Infrastructure to be constructed or maintained shall be subject to the prior written approval of MOB Owner, such consent not to be unreasonably withheld or delayed. The "**Shared Infrastructure**" shall include all 316 parking spaces, pedestrian and vehicular ingress and egress to and from Ironwood Drive and various other hardscaping, landscaping, stormwater management, utility and other infrastructure located on the SL Parcel, the MOB Parcel or extending into public rights of way and servicing the MOB Project exclusively or both the MOB Project and the SL Project, all as graphically depicted and summarized on Exhibit F-1 attached hereto and made a part hereof. SL Owner, at its sole cost and expense, shall procure proposed final plans for construction of the Shared Infrastructure (the "**Proposed Shared Infrastructure Plans**"), in conformity with the preliminary site plan set forth on Exhibit F-1 and in all events satisfying all requirements of the MOB Project for approval by MOB Owner, which approval shall not be unreasonably withheld. Such Proposed Shared Infrastructure Plans shall also include (i) a construction phasing and staging plan detailing how any element of the SL Parcel Existing Improvements which is impacted by construction will be replaced at that time such that the MOB Project will continue to be able to operate in substantially the same fashion as it had pre-

construction, at all times remaining compliant with all governmental requirements and the terms of the Lease, (ii) detailed plans showing the anticipated Permanent Easements (as such term is defined below), and shall delineate which portions of the Shared Infrastructure shall be shared by the Parties and which portions shall be reserved for the exclusive use of MOB Owner. Any Proposed Shared Infrastructure Plan proposed by SL Owner and approved by MOB Owner shall constitute the “**Final Shared Infrastructure Plans**”, as may be revised as permitted herein. With respect to that portion of the Shared Infrastructure highlighted in the graphic depiction on **Exhibit F-2** (the “**Bonded Shared Infrastructure Work**”), notwithstanding anything to the contrary set forth herein, the SL Project shall be constructed in accordance with the Final Shared Infrastructure Plans and any changes thereto or modifications or deviations thereof before, during or after Commencement of Construction and Completion of Construction of the SL Project shall require the prior written consent of MOB Owner, not to be unreasonably withheld. Upon finalization of the Final Shared Infrastructure Plans, SL Owner shall negotiate a guaranteed price contract with a contractor for construction of the Shared Infrastructure pursuant to the Final Shared Infrastructure Plans (the “**Shared Infrastructure Construction Contract**”). Upon obtaining the Shared Infrastructure Construction Contract, SL Owner shall provide to MOB Owner a final budget for construction of the Shared Infrastructure (the “**Shared Infrastructure Budget**”). All Shared Infrastructure, to the extent not part of the SL Parcel Existing Improvements and remaining unmodified or impacted by construction of the Shared Infrastructure in accordance with the Final Shared Infrastructure Plans, shall be constructed at the sole cost and expense of SL Owner. The Final Shared Infrastructure Budget shall include line-items comprising the Bonded Shared Infrastructure Work separate by Phase 1 and Phase 2 (as depicted on **Exhibit F-2**) (the “**Bonded Shared Infrastructure Budget**”). A preliminary Bonded Shared Infrastructure Budget is attached hereto as **Exhibit F-3**. Notwithstanding anything to the contrary herein, Commencement of Construction of the Phase 2 Bonded Shared Infrastructure Budget shall not occur until Completion of Construction of the Phase 1 Bonded Shared Infrastructure Work. The Parties intend for the process in obtaining and finalizing the Final Shared Infrastructure Plans, Shared Infrastructure Construction Contract and Shared Infrastructure Budget to be a fluid and collaborative process all proceeding simultaneously and SL Owner will provide progress updates to MOB Owner promptly throughout the process.

(b) Sunset of Existing SL Project Approvals; New Survey of Record. If (i) the Existing SL Project Approvals expire in accordance with their terms (subject to any extensions granted), and such Existing SL Project Approvals are not renewed and no new similar project approvals are obtained within six (6) months after such expiration, or (ii) SL Owner determines, in its sole discretion, not to pursue the SL Project or abandons its active pursuit of developing the SL Project for a period of six (6) months (each an “**Abandonment Event**”), then upon the request of either SL Owner or MOB Owner, SL Owner and MOB Owner shall seek appropriate governmental approval to resubdivide the Overall Parcel to establish new parcel boundaries at the sole cost and expense of SL Owner as mutually agreed between the parties acting in good faith, with the intention that SL Owner and MOB Owner shall enter into such easement or other agreements reasonably acceptable to each in order to obtain appropriate governmental approval to resubdivide the Overall Parcel and to ensure that the MOB Parcel and the SL Parcel at all times remains compliant with all governmental codes and regulations related thereto. Upon receipt of all necessary approvals SL Owner shall convey unto MOB Owner free

and clear of all liens and encumbrances the new MOB Parcel with the SL Parcel Existing Improvements and any other improvements thereon to MOB Owner for One Dollar (\$1.00) (the “**Abandonment Resubdivision**”). In addition, upon recordation of the Abandonment Resubdivision, the Parties will execute and cause to be recorded a termination of the Declaration and each Party shall be free to use and develop its respective parcel in accordance with all applicable laws and regulations with the exception that a deed restriction will be recorded on the new SL Parcel (x) precluding any medical office uses, (y) precluding a hospital, an ambulatory surgery center, an urgent care, an independent center for emergency medicine, a medical laboratory, radiology uses, diagnostic or therapeutic imaging uses, x-ray, ultrasound, a catheterization laboratory, infusion services, rehabilitation services (including physical therapy, occupational therapy and speech therapy), a pharmacy, cancer care, and (z) requiring that all physician tenants of the SL Parcel shall be members of the Medical Staff (as defined in the Lease (as defined below)) of Tenant (as defined below) on the new SL parcel for so long as the MOB Project is operated, under redevelopment or being reconstructed on the MOB Parcel (provided that the MOB Project shall not be deemed to be operated, under redevelopment or being reconstructed if the MOB Project has been abandoned, and has not commenced or continued rehabilitation or reconstruction for a period of thirty-six (36) consecutive months and no tenant paying rent). Notwithstanding the foregoing, such deed restriction shall provide that (1) the following uses are permitted on the SL Parcel: dental, dermatologic and ophthalmologic (including surgery, laser and similar treatment in connection with any of the foregoing) and psychiatric and chiropractic services, and (2) any tenants of the SL Parcel undertaking the permitted uses set forth in the foregoing clause (1) shall not be obligated to be members of the Medical Staff of Tenant.

5. Construction of SL Project and Shared Infrastructure. Upon Commencement of Construction of the SL Project, the terms and conditions of Section 3 shall expire and be of no further force and effect and thereafter, until Completion of Construction of the SL Project (the “**Construction Period**”), this Section 5 shall govern the use, maintenance and operations of the Overall Parcel. “**Completion of Construction**” shall mean such time as SL Owner obtains all final certificates of occupancy (without conditions) for the entire SL Project.

(a) General Purpose. The Parties acknowledge and agree that construction of the SL Project will impact and reconfigure the SL Parcel Existing Improvements and SL Owner intends for the completed SL Project and Shared Infrastructure in accordance with the Final Shared Infrastructure Plans to satisfy all such requirements of the MOB Project and the SL Project. At all times after Commencement of Construction of the SL Project, SL Owner shall ensure that the MOB Project continues to have access to the needed infrastructure facilities as those granted in Section 3 hereof, such that the MOB Project at all times satisfies all governmental requirements and can continue to operate as a first-class medical office facility, all in accordance with the Final Shared Infrastructure Plans. The SL Project, including the Shared Infrastructure, shall at all times be constructed in a manner compliant with all laws, ordinances and regulations and consistent with all applicable government rules and approvals. SL Owner shall not cause or permit Commencement of Construction until (i) it has obtained financing for the entire cost of construction of the SL Project, including entering into any construction loan financing and provided evidence thereof reasonably acceptable to MOB Owner, (ii) the Shared

Infrastructure Construction Contract is fully-executed and effective, and (iii) the Shared Infrastructure Security has been delivered to MOB Owner.

(b) Continuation of Easements.

(i) Access Easement. During the Construction Period, SL Owner hereby declares, grants, transfers, conveys and establishes for MOB Owner, its transferees, successors and assigns, for the benefit of and as an appurtenance to the MOB Parcel, an irrevocable non-exclusive easement over, through, across and upon the SL Parcel Existing Improvements (or whatever replacement improvements are being made available on the SL Parcel in accordance with the Final Shared Infrastructure Plans) for pedestrian and vehicular ingress, egress, regress and access, including without limitation access to and from Ironwood Drive, by the owners from time to time of the MOB Parcel and their respective tenants, employees, licensees, customers and business invitees and to install, maintain, repair and replace monument signage for the MOB Project.

(ii) Parking Easement. During the Construction Period, SL Owner hereby declares, grants, transfers, conveys and establishes for MOB Owner, its transferees, successors and assigns, for the benefit of and as an appurtenance to the MOB Parcel, an irrevocable and non-exclusive right and easement to utilize all parking spaces on the SL Parcel Existing Improvements (or whatever replacement improvements are being made available on the SL Parcel in accordance with the Final Shared Infrastructure Plans) for vehicular parking. MOB Owner shall be permitted to prevent parking by any parties other than its tenants, customers, employees, agents and other invitees, other than by SL Owner and its licensees, business invitees, employees and agents for activities in connection with the potential development of the SL Parcel. Likewise, MOB Owner hereby declares, grants, transfers, conveys and establishes for SL Owner, its transferees, successors and assigns, for the benefit of and as an appurtenance to the SL Parcel, an irrevocable, and non-exclusive easement to utilize all parking spaces on the MOB Parcel Existing Improvements for vehicular parking. SL Owner shall be permitted to prevent parking by any parties other than its tenants, customers, employees, agents and other invitees other than by MOB Owner and its tenants, employees, licensees, customers, business invitees and agents.

(iii) Utilities Easement. During the Construction Period, SL Owner hereby declares, grants, transfers, conveys and establishes for MOB Owner, for the benefit of and as an appurtenance to the MOB Parcel, an irrevocable, non-exclusive easement for the usage of pipes, wires, conduits or other infrastructure, all deemed part of the SL Parcel Existing Improvements (or whatever replacement improvements are being made available on the SL Parcel in accordance with the Final Shared Infrastructure Plans) required or convenient for the delivery of utilities to the MOB Project, including but not limited to, electricity, natural gas, potable water, sanitary sewer, stormwater, telephone, cable television, internet and communications, over, through, across, upon and under the SL Parcel. Likewise, MOB Owner hereby declares, grants, transfers, conveys and establishes for SL Owner, for the benefit of and as an appurtenance to the SL Parcel, an irrevocable, non-exclusive easement for the usage of pipes, wires, conduits or other infrastructure (all deemed part of the MOB Parcel Existing

Improvements) required for the delivery of utilities to the SL Parcel, including but not limited to, electricity, natural gas, potable water, sanitary sewer, stormwater, telephone, cable television, internet and communications, over, through, across, upon and under the MOB Parcel.

(iv) Stormwater Management Easement. During the Construction Period, SL Owner hereby declares, grants, transfers, conveys and establishes for MOB Owner, for the benefit of and as an appurtenance to the MOB Parcel, an non-exclusive easement over, through, across, upon and under the SL Parcel, including without limitation the SL Parcel Existing Improvements (or whatever replacement improvements are being made available on the SL Parcel in accordance with the Final Shared Infrastructure Plans), for the discharge of stormwater utilizing the stormwater management facilities located thereupon and thereunder. Likewise, MOB Owner hereby declares, grants, transfers, conveys and establishes for SL Owner, for the benefit of and as an appurtenance to the SL Parcel, a non-exclusive easement over, through, across, upon and under the MOB Parcel, including without limitation the MOB Parcel Existing Improvements, for the discharge of stormwater utilizing the stormwater management facilities located thereupon and thereunder.

(v) Encroachment Easements.

(1) Grant of Easements. During the Construction Period, SL Owner hereby grants and conveys to MOB Owner and its successors and assigns, without any fee or charge therefor, the following easements, as an easement appurtenant to the MOB Parcel: (a) a perpetual, non-exclusive easement upon, over and under the portion of the SL Parcel shown as the "Covered Area Encroachment" on Exhibit G to allow the portion of the MOB Project located thereon to remain in its present location, and (b) a perpetual, non-exclusive easement upon, over and under the portion of the SL Parcel shown as the "Sign Encroachment" on Exhibit G to allow the portion of the business sign located thereon to remain in its present location.

(2) Reconstruction/Replacement of MOB Project; Construction Activity. During the Construction Period, in the event all or any portion of the Encroaching Improvements is damaged or destroyed, MOB Owner and its successors and assigns shall have the right and option, at its sole cost and expense, to reconstruct the affected improvements in their present location as shown on Exhibit G. SL Owner hereby grants and conveys to MOB Owner a perpetual, non-exclusive easement to go upon the portion of the SL Parcel necessary to effect the repair, replacement or reconstruction of the Encroaching Improvements.

(c) Maintenance and Repair of the SL Parcel Existing Improvements or Replacements. During the Construction Period, SL Owner shall operate, keep, maintain and repair the SL Parcel Existing Improvements and any replacements thereof in accordance with the Final Shared Infrastructure Plans as required for its purposes and in good order and condition.

(d) Covenants of SL Owner.

(i) SL Owner warrants, covenants, represents and agrees that it shall not grant any future or additional easements or rights with respect to access, parking, utilities, stormwater management or the Cooling Tower. Any future or additional easements or rights

granted or entered into without compliance with the foregoing requirements shall be automatically invalid, terminated and cancelled of record.

(ii) SL Owner shall promptly pay prior to delinquency all real estate and other taxes levied against the SL Parcel at its sole cost and expense.

(iii) SL Owner shall promptly pay prior to delinquency all debt service payments for loans secured in whole or in part by a mortgage or other encumbrance on the SL Parcel.

(iv) SL Owner shall construct the SL Project in such a manner so as to not unreasonably interfere with the MOB Project as it has historically operated. During construction of the improvements on the SL Parcel, SL Owner shall maintain a fence around the applicable portions of the SL Parcel, employ generally accepted dust control and mitigation measures, and generally keep the SL Parcel and the MOB Parcel and surrounding area free of dust and debris.

(v) The SL Project shall be of similar quality to the MOB Project and shall be consistent with the Douglas County Design Review approval attached hereto as a portion of **Exhibit E**.

(vi) Notwithstanding anything to the contrary herein, neither SL Owner nor its tenants, employees, residents, licensees, customers and business invitees shall permit the use of the MOB Parcel Existing Improvements and the SL Parcel Existing Improvements by construction vehicles for any purpose (including for access) and shall not conduct any construction staging upon the MOB Parcel Existing Improvements or the SL Parcel Existing Improvements; except that construction vehicles shall be permitted to access the Overall Parcel through the existing access point to Ironwood Drive on the SL Parcel Existing Improvements to the extent necessary to conduct construction work on that portion of the SL Parcel Existing Improvements or MOB Parcel Existing Improvements. Otherwise, SL Owner shall create temporary access points to Ironwood Drive on the SL Parcel that do not interfere with the SL Parcel Existing Improvements or the MOB Parcel Existing Improvements. The easements provided in this Section 5 with respect to the MOB Parcel Existing Improvements are expressly not extended or applicable to construction vehicles.

(e) Diligent Pursuit of Completion of Construction of Shared Infrastructure. Subject to the terms hereof, after Commencement of Construction of the SL Project, SL Owner shall be responsible for diligently pursuing Completion of Construction of the Shared Infrastructure in accordance with the terms of the Shared Infrastructure Construction Contract (including at such times as required thereunder or under any of SL Owner's financing, time being of the essence).

(f) Management of Completion of Construction of Shared Infrastructure. SL Owner shall diligently pursue, supervise and manage the construction of the Shared Infrastructure, including:

(i) Oversee, manage and coordinate the development of the Shared Infrastructure, including without limitation, oversee the performance and enforcement of the obligations of the contractor under the Shared Infrastructure Construction Contract.

(ii) Diligently pursue the contractor's performance of its obligations under the Shared Infrastructure Construction Contract.

(iii) Coordinate with contractor and any other applicable parties (including architects, engineers and design teams) for Completion of Construction of the Shared Infrastructure in accordance with the terms of this Declaration.

(iv) Oversee and monitor the Shared Infrastructure's compliance with all necessary safety, security and insurance requirements, and propose appropriate corrective action, if necessary.

(v) Obtain all required governmental approvals with respect to the Shared Infrastructure.

(vi) Provide MOB Owner with weekly project update reports with respect to the Shared Infrastructure in such form and with such detail as MOB Owner may reasonably require and provide more frequent updates as reasonably requested by MOB Owner.

(vii) Cause the Shared Infrastructure to be completed free of defects, in accordance with all legal requirements.

(g) Modifications to Final Shared Infrastructure Plans, Shared Infrastructure Construction Contract or Shared Infrastructure Budget. Any material change to the Final Shared Infrastructure Plans proposed by either MOB Owner or SL Owner with respect to the Bonded Shared Infrastructure Work (any loss of parking spaces or relocation of curb cuts or access points automatically being deemed material) shall require the prior written consent and approval of the other, such approval not to be unreasonably withheld, conditioned or delayed; provided that the cost of any increase in the Shared Infrastructure Budget caused by a request by MOB Owner to modify the Final Shared Infrastructure Plan shall be borne by MOB Owner.

(h) Ongoing Inspections. MOB Owner shall have the right to enter upon the SL Property and inspect any part of the Shared Infrastructure, during regular business hours, upon reasonable prior notice to SL Owner.

(i) Security for Completion of Construction of Shared Infrastructure. Upon Commencement of Construction of the SL Project, SL Owner shall provide to MOB Owner security in form and substance reasonably acceptable to MOB Owner for the Completion of Construction of the Bonded Shared Infrastructure Work. Such security shall be a payment bond that benefits MOB Owner (i) in form and substance reasonably acceptable to MOB Owner, (ii) issued from an institution reasonably acceptable to MOB Owner, and (iii) in the face amount of the amount which is the estimated cost to cause Completion of Construction (including reasonable contingency) of either the Phase 1 or Phase 2 Bonded Shared Infrastructure Work,

whichever is higher, plus twenty percent (20%) of such amount (the “*Shared Infrastructure Security*”). The Shared Infrastructure Security shall be released upon Completion of Construction of the Shared Infrastructure.

(j) MOB Owner Self-Help Rights. If (i) there is a default by SL Owner of its obligations in this Section 5 and SL Owner has failed to cure such default within thirty (30) days after written notice thereof, (ii) MOB Owner reasonably determines (regardless of the existence or absence of a default by SL Owner of its obligations in this Section 5) that based on the progress of construction of the Bonded Shared Infrastructure Work, Completion of Construction of the Bonded Shared Infrastructure Work will not occur on or before the date required under the Shared Infrastructure Construction Contract, MOB Owner may, but shall not be obligated to, notify SL Owner of its intent to perform the construction obligations of SL Owner hereunder with respect to the Bonded Shared Infrastructure Work. If (ii) above applies, the written notice of MOB Owner shall include a detailed statement as to the basis of its determination that Completion of Construction of the Shared Infrastructure will not be obtained on or before the date required hereunder, and SL Owner shall have thirty (30) days thereafter to provide MOB Owner reasonable assurances of Completion of Construction of the Bonded Shared Infrastructure Work in accordance with the terms set forth herein. If SL Owner fails to provide such assurances to the reasonable satisfaction of MOB Owner or if (i) above has occurred, MOB Owner, upon written notice to SL Owner, may (but shall not be obligated to) perform the obligations of SL Owner to effectuate all or any portion of Completion of Construction of whichever phase of the Bonded Shared Infrastructure Work is then under construction but incomplete (the “*Shared Infrastructure Self-Help Right*”). SL Owner appoints MOB Owner as its true and lawful attorney-in-fact, with full power of substitution, for the purpose of doing any and all of the actions that MOB Owner may deem necessary, desirable or proper in order to pursue the Shared Infrastructure Self-Help Right. The foregoing power of attorney shall be deemed to be coupled with an interest, and cannot be revoked by insolvency, bankruptcy or otherwise. In the event MOB Owner exercise its Shared Infrastructure Self-Help Right, MOB Owner shall be entitled to invoice SL Owner for all of the costs of the Bonded Shared Infrastructure Work and for all of MOB Owner’s out-of-pocket costs and expenses in connection with exercising its Shared Infrastructure Self-Help Right, and if SL Owner fails to pay such invoices as and when the same become due, MOB Owner shall be entitled to draw on the Shared Infrastructure Security and to seek any other available remedies at law or in equity. In addition, any claim for reimbursement and any claim for amounts payable by MOB Owner under this Section 5 will constitute a lien against the SL Parcel and improvements thereon, and MOB Owner shall be permitted to unilaterally file a notice of such lien against the SL Parcel in the Official Records of Douglas County, Nevada if such amount is not paid within five (5) business days after delivery of written notice to the SL Owner of its failure to pay. Any lien claimed under this paragraph may be enforced in any judicial proceedings allowed by law, including without limitation, suit in the nature of a suit to foreclose a lien under the applicable provisions of the laws of the State of Nevada. The lien rights of MOB Owner hereunder are and shall be subject and subordinate to any deed of trust now or hereafter placed on the SL Parcel. SL Owner shall confirm such subordination by executing a recordable subordination agreement in form and content reasonably satisfactory to MOB Owner within ten (10) days after receiving a request for such subordination agreement from the MOB Owner or its lender. The Shared Infrastructure

Construction Contract shall contain the following language: “The parties agree that, notwithstanding anything in this Agreement to the contrary, Minden APL MP, LLC, a Delaware limited liability company (“MOB Owner”), is a third party beneficiary of this Agreement, and MOB Owner may, in the event it exercises their respective rights of self-help pursuant to Section 5(j) of that certain Declaration of Covenants, Restrictions, Easements and Shared Infrastructure by and between Owner and MOB Owner, and upon the delivery by MOB Owner of notice to Contractor, take assignment of all of Owner’s rights under this Agreement with respect to the applicable phase of the Bonded Shared Infrastructure Work. Regardless of whether MOB Owner takes assignment of Owner’s rights under this Agreement, for good and valuable consideration received by Contractor, Contractor agrees that all warranties and guarantees made in this Agreement for the benefit of Owner shall extend to the benefit of MOB Owner, as applicable, to the same extent as if MOB Owner were a party to this Agreement.” SL Owner shall, at the request of MOB Owner, assign the Shared Infrastructure Construction Contract and any other contracts or agreements necessary for MOB Owner to cause Completion of Construction of the applicable phase of the Bonded Shared Infrastructure Work following MOB Owner’s exercise of its Shared Infrastructure Self-Help Right. In the event MOB Owner exercises its Shared Infrastructure Self-Help Right, MOB Owner shall have, and SL Owner hereby grants to MOB Owner, a non-exclusive, temporary easement on, over and upon the SL Property for such purposes until Completion of Construction of the applicable phase of the Bonded Shared Infrastructure Work.

(k) Indemnity. Except to extent claims, demands, fines, damages, liabilities, costs or expenses are caused by MOB Owner’s negligence or willful misconduct, SL Owner agrees to indemnify, defend and hold harmless MOB Owner and its transferees, successors and assigns (collectively, the “**MOB Owner Indemnified Party**”) harmless from all claims, demands, fines, damages, liabilities, costs and expenses that may be incurred by the MOB Owner Indemnified Party arising from or related to the construction of the SL Project, including without limitation any default by MOB Owner under that certain Lease (the “**Lease**”) dated November 10, 2006 (as amended from time to time) with Carson Tahoe Regional Healthcare (“**Tenant**”), as tenant, caused by or reasonably related to (i) any breach of the terms and conditions of this Declaration by SL Owner, or (ii) the negligence or willful misconduct by SL Owner or its agents, contractors, occupants or tenants, or their respective employees, residents, licensees, customers or invitees.

(l) Taxes and Insurance.

(i) Taxes. MOB Owner and SL Owner shall each be responsible for payment of all real estate and other taxes levied against the land constituting the MOB Parcel and SL Parcel in the ratio of sixty-five percent (65%) MOB Owner and thirty-five percent (35%) SL Owner. MOB Owner shall be solely responsible for payment of all real estate and other taxes levied against the improvements on the Overall Parcel. SL Owner shall promptly pay prior to delinquency all real estate and other taxes levied against the SL Parcel and any improvements thereon at its sole cost and expense and MOB Owner shall promptly pay prior to delinquency all real estate and other taxes levied against the MOB Parcel and any improvements thereon at its

sole cost and expense, and upon such payments the parties shall true-up within thirty (30) days thereafter in accordance with cost-sharing set forth in this paragraph.

(ii) Insurance.

(1) SL Owner shall maintain, and cause its contractors to maintain, such insurance policies as required by its construction lender, and shall name MOB Owner as an additional insured on each such policy, which policies shall include but not be limited to insurance policies for fire and other casualty in an amount equal to one hundred percent (100%) of the replacement value of the SL Parcel Existing Improvements, and a policy for comprehensive general public liability insurance covering all operations with respect to the SL Project (including the SL Parcel Existing Improvements and the Shared Infrastructure), which limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for liability coverage. MOB Owner shall be named as an additional insured on all of SL Owner's insurance policies covering the SL Parcel Existing Improvements. Upon request by MOB Owner, SL Owner shall furnish the MOB Owner certificates of insurance for the insurance policies required hereunder.

(2) MOB Owner shall maintain (or cause to be maintained) insurance policies for fire and other casualty in an amount equal to one hundred percent (100%) of the replacement value of the SL Parcel Existing Improvements, and a policy for comprehensive general public liability insurance covering all operations with respect to the MOB Project (including the SL Parcel Existing Improvements), which limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for liability coverage. SL Owner shall be named as an additional insured on all of MOB Owner's insurance policies covering the SL Parcel Existing Improvements. Upon request by SL Owner, MOB Owner shall furnish the SL Owner certificates of insurance for the insurance policies required hereunder.

6. Easements and Maintenance of Shared Infrastructure after Completion of Construction of the Shared Infrastructure. Except as otherwise set forth below, upon Completion of Construction of the Shared Infrastructure, the terms and conditions of Section 5 shall expire and be of no further force and effect and thereafter, this Section 6 shall govern the use, maintenance and operations of the Overall Parcel at all times thereafter.

(a) Easements. On or before Completion of Construction of the Shared Infrastructure, the Parties shall enter into and record easements in favor MOB Owner and appurtenant to the MOB Parcel over the SL Parcel based upon the Final Shared Infrastructure Plans and in form and substance reasonably acceptable to the Parties (the "**Permanent Easements**") which shall include, without limitation, restatements of the easements set forth in Section 5(b), together with the right to install, maintain, repair and replace monument and/or directional signage for the MOB Project. Notwithstanding anything to the contrary set forth herein, the easements granted to MOB Owner in Section 5(b) hereof shall not expire and shall remain in full force and effect until such time as the Permanent Easements are recorded. The Permanent Easements are intended to provide to MOB Owner access to the Shared Infrastructure such that the MOB Project continues to satisfy all governmental requirements and can operate in

equal or better fashion than when utilizing the SL Parcel Existing Improvements prior to the Commencement of Construction of the SL Project, and MOB Owner and SL Owner shall be permitted to jointly institute reasonable rules and regulations governing parking for parking on the Shared Infrastructure, including without limitation a restriction on overnight parking on the parking space surrounding the MOB Project.

(b) Maintenance of Shared Infrastructure.

(i) SL Owner shall promptly keep, maintain, repair, replace and restore the Shared Infrastructure in a diligent manner, consistent with the standards for similar mixed-use complexes in the area in which the Property is located. Notwithstanding the foregoing, upon written notice by MOB Owner to SL Owner, MOB Owner may take over maintenance obligations of those portions of the Shared Infrastructure reserved for the exclusive use of MOB Owner and if so, will maintain such improvements to the same standard applicable to SL Owner by the terms of this Declaration.

(ii) SL Owner hereby grants to MOB Owner a non-exclusive perpetual easement over and across such portions of the SL Parcel reasonably necessary or desirable for MOB Owner to exercise its rights under this Section 6.

(iii) MOB Owner shall pay its Pro Rata Share of the actual out-of-pocket costs and expenses incurred by SL Owner in performing its obligations under Section 6(b)(i) above (the "**Maintenance Costs**"). Should SL Owner incur Maintenance Costs, SL Owner shall have the right to send an invoice with supporting documentation to MOB Owner for payment of its Pro Rata Share of such Maintenance Costs, and MOB Owner shall pay their Pro Rata Share of such Maintenance Costs within thirty (30) days after receipt of the invoice with appropriate supporting documentation.

(iv) The Maintenance Costs for the Shared Infrastructure shall be shared in accordance with a ratio expressed as a percentage for which the total number of parking spaces on the Shared Infrastructure is the denominator and the total minimum number of parking spaces required to satisfy applicable governmental code for the project located on the applicable parcel as the numerator. Under the Existing SL Project Approvals, MOB Owner would pay 62.66% and SL Owner shall pay 37.34% of the Maintenance Costs of the Shared Infrastructure. Each Party's share of such costs and expenses shall is sometimes herein referred to as such Party's "**Pro Rata Share**".

(v) If either Party or its tenants, or any of their respective employees, agents, residents, licensees, customers and business invitees, damages any Shared Infrastructure (excepting normal wear and tear) due to such person's negligence or willful misconduct, such Party shall be solely responsible for all of the costs of repairing such damage and shall pay the same.

(c) Insurance.

(i) SL Owner shall maintain insurance policies for fire and other casualty in an amount equal to one hundred percent (100%) of the replacement value of the Shared Infrastructure, and a policy for comprehensive general public liability insurance covering all operations with respect to the SL Project (including the Shared Infrastructure), which limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for liability coverage. MOB Owner shall be named as an additional insured on all of SL Owner's insurance policies covering the Shared Infrastructure. Upon request by MOB Owner, SL Owner shall furnish the MOB Owner certificates of insurance for the insurance policies required hereunder.

(ii) MOB Owner shall maintain (or cause to be maintained) insurance policies for fire and other casualty in an amount equal to one hundred percent (100%) of the replacement value of the Shared Infrastructure, and a policy for comprehensive general public liability insurance covering all operations with respect to the MOB Project (including the Shared Infrastructure), which limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for liability coverage. SL Owner shall be named as an additional insured on all of MOB Owner's insurance policies covering the SL Parcel Existing Improvements. Upon request by SL Owner, MOB Owner shall furnish the SL Owner certificates of insurance for the insurance policies required hereunder.

(iii) The insurance policies carried by SL Owner shall be deemed to be the primary insurance policies with respect to the Shared Infrastructure, and the insurance policies carried by the MOB Owner shall be deemed to be the excess and noncontributory insurance policies with respect to the Shared Infrastructure.

(d) Debt Service Payments. SL Owner shall promptly pay prior to delinquency all debt service payments for loans secured in whole or in part by a mortgage or other encumbrance on the SL Parcel. MOB Owner shall promptly pay prior to delinquency all debt service payments for loans secured in whole or in part by a mortgage or other encumbrance on the MOB Parcel.

(e) Real Estate Taxes. MOB Owner and SL Owner shall each be responsible for payment of real estate and other taxes levied attributable to the MOB Parcel and SL Parcel, together with any improvements thereon, as follows:

(i) MOB Owner shall be responsible for payment of all real estate and other taxes attributable to the improvements located on the MOB Parcel, and for all real estate and other taxes on the portion of the MOB Parcel land on which the MOB Project is constructed.

(ii) SL Owner shall be responsible for payment of all real estate and other taxes attributable to the improvements located on the SL Parcel, and for all real estate and other taxes on the portion of the SL Parcel land on which the SL Project is constructed.

(iii) MOB Owner and SL Owner shall each be responsible for payment of its Pro Rata Share of all real estate and other taxes levied against those portions of the Overall Parcel land on which the Shared Infrastructure is constructed.

(iv) SL Owner shall promptly pay prior to delinquency all real estate and other taxes levied against the SL Parcel and any improvements thereon at its sole cost and expense.

(v) MOB Owner shall promptly pay prior to delinquency all real estate and other taxes levied against the MOB Parcel and any improvements thereon at its sole cost and expense.

(vi) Upon such payments the parties shall true-up within thirty (30) days thereafter in accordance with the cost-sharing set forth in this Section 6(e).

(f) Self-Help Remedy. In addition to all of the Parties' rights in law or in equity, if either Party fails or refuses to perform its upkeep, maintenance, repair, replacement or restoration obligations under this Section 6 above for a period of thirty (30) days after receipt of written notice from another Party of such failure, then the Party that provided such written notice shall have the right, but not the obligation, to perform such upkeep, maintenance, repair or restoration; provided, however, that no such notice shall be required to correct any emergency condition which prohibits the unobstructed flow of vehicular or pedestrian traffic over the Shared Infrastructure, limits utility service or creates a risk of injury to persons or property. Each Party shall reimburse the Party exercising the self-help right provided for in this Section 6 for its Pro Rata Share of the out of pocket costs such exercising Party incurs to perform the upkeep, maintenance, repair or restoration, within thirty (30) days after receipt of invoice and reasonable documentation supporting such costs, and thereafter plus interest at the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum rate allowable by applicable law.

(g) Lien Rights.

(i) Any claim for reimbursement and any claim for amounts payable under this Agreement will constitute a lien against the defaulting Parcel and improvements thereon, and the Party to whom payment is owed shall be permitted to unilaterally file a notice of such lien against the defaulting Parcel in the Official Records of Douglas County, Nevada if such amount is not paid within ten (10) business days after delivery of written notice to the defaulting party of its failure to pay. Any lien claimed under this paragraph may be enforced in any judicial proceedings allowed by law, including without limitation, suit in the nature of a suit to foreclose a lien under the applicable provisions of the laws of the State of Nevada.

(ii) The lien rights of each Party hereunder are and shall be subject and subordinate to any deed of trust now or hereafter placed on the Parcel(s) owned by the other Party. Each Party shall confirm such subordination by executing a recordable subordination agreement in form and content reasonably satisfactory to such Party within ten (10) days after receiving a request for such subordination agreement from the other Party or its lender.

(h) Cumulative Remedies. No remedy herein or otherwise conferred upon or reserved hereunder shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, and every power and remedy given by this Agreement may be

exercised, from time to time, as often as occasion therefor may arise or as may be deemed expedient. No delay or omission by a Party to exercise any right or power arising from any breach by the other of any term or condition of this Agreement shall impair any such right or power or shall be construed to be a waiver of any such breach or an acquiescence therein; nor shall the exercise, delay or nonexercise of any such right or remedy impair the rights granted hereunder or be construed as a waiver of such right or remedy or as a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant.

7. Cooling Tower. SL Owner hereby declares, grants, transfers, conveys and establishes for MOB Owner, for the benefit of and as an appurtenance to the MOB Parcel and use at the MOB Project, perpetual, exclusive use of and access to the cooling tower graphically depicted on Exhibit C attached hereto, together with any utility lines and any other improvements servicing or related to or required for the operating of the cooling tower over, through, across and upon the SL Parcel (the "Cooling Tower"), including without limitation the exclusive right to operate, install, remove, maintain, repair and replace the Cooling Tower and any equipment relating thereto.

8. Indemnity. Each Party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party and each of its transferees, successors and assigns, (collectively, the "Indemnified Party") harmless from all claims, demands, fines, damages, liabilities, costs and expenses that may be incurred by the Indemnified Party, on account of injuries to or death of any person, or damage to or destruction of any property, arising from or related to the use of the Easements herein established by the Indemnifying Party or its agents, contractors, occupants or tenants, or their respective employees, residents, licensees, customers or invitees, to the extent caused by the negligence or willful misconduct of Indemnifying Party, its agents, contractors, occupants or tenants, or their respective employees, residents, licensees, customers or invitees.

9. Casualty and Condemnation.

(a) In the event that the Shared Infrastructure is damaged in whole or in part by fire or other cause, SL Owner shall promptly, with reasonable dispatch, repair and reconstruct the Shared Infrastructure to its original condition. This Section 9(a) shall not be deemed to modify or supersede Section 8 above.

(b) In the event of a condemnation of all or a part of the Shared Infrastructure, or means of access thereto, each Party shall have the right, in its sole and absolute discretion, to terminate this Declaration and receive its Pro Rata Share of any and all condemnation proceeds.

10. Specific Performance. In addition to any other rights granted by this Declaration and any applicable law or regulation, either Party may commence a lawsuit against the other Party to otherwise enforce the provisions of this Declaration, including the remedies of specific performance, injunctive relief, or other equitable relief.

11. Declaration not Terminable by Breach. Except as otherwise expressly set forth herein, no breach of the provisions of this Declaration shall entitle any party to cancel, rescind or

otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies at law or in equity, including without limitation, the right to seek specific performance or injunctive relief, which any party may have hereunder by reason of any breach of the provisions of this Declaration.

12. Notices. Any and all notices, designations, requests, consents, offers, acceptances or any other communication (herein "Notice") required or permitted hereunder shall be addressed to the respective party or parties at the following addresses:

SL Owner: CTH Minden, LLC
c/o Schultz Financial Group, Inc.
Attn. Russell C. Schultz
10765 Double R. Blvd., Suite 200
Reno, Nevada 89521
Telephone: (775) 850-5620
E-mail: rschultz@sfginc.com

with a copy to: Irell & Manella LLP
Attn. Sandra G. Kanengiser, Esq.
1800 Avenue of the Stars, Suite 900
Los Angeles, California 90067
Telephone: (310) 203-7657
E-mail: SKanengiser@irell.com

MOB Owner: MINDEN APL MP, LLC
c/o MB Real Estate Services Inc.
181 West Madison Street
Suite 4700
Chicago, Illinois 60602
Telephone: (312) 558-3878 (PW) and (312) 487-5960 (GG)
Facsimile: (312) 558-3883
Attention: Mr. Peter J. Westmeyer and Gregg S. Graines, Esq.
Email: PWestmeyer@mbres.com and GGraines@mbres.com

with a copy to: Greenberg Traurig, LLP
Attn: Gregory Fishman
1840 Century Park East, Suite 1900
Los Angeles, California 90067
Telephone: (310) 586-7889
E-mail: fishmang@gtlaw.com

or to such other address or addresses as MOB Owner and SL Owner may designate to the other parties hereto by like notice as hereinabove set forth.

(a) All Notices shall be in writing and shall be deemed to have been given:

- (i) upon delivery, if by hand;
- (ii) on the date of transmission, if given by electronic mail or other electronic means (with suitable evidence of transmission by sender);
- (iii) on the delivery date as recorded by the delivery service, if sent by Federal Express or other overnight mail; or
- (iv) on the date of receipt as noted on the signature card, if sent by certified mail, return receipt requested.

13. Estoppel Certificates. Upon request from either Party, the other Party agrees to execute, acknowledge and deliver to the requesting Party within fifteen (15) days of the request, a written statement certifying that this Declaration is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and any other factual data relating to this Declaration which requesting Party or the requesting Party's lender or lenders may reasonably request.

14. Construction of Declaration. This Declaration shall be construed according to the laws of Nevada. Paragraph headings relating to the contents of particular paragraphs are inserted only for the purpose of convenience and are not to be construed as parts of the particular paragraphs to which they refer. The failure of the either Party to insist upon strict performance of any of the covenants or condition of this Declaration or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

15. Severability. If any term, covenant or condition of this Declaration or the application thereof to any person, entity or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Declaration, and the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Declaration shall be valid and be enforced to the fullest extent permitted by law.

16. Binding on Successors/Run With the Land. This Declaration shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. All of the easements, rights, obligations, duties and privileges set forth herein shall be appurtenant to and shall run with the MOB Parcel and the SL Parcel which are both hereby burdened and benefited thereby. Any conveyance of the SL Parcel or the MOB Parcel shall also convey the rights, privileges, duties and obligations contained in this Declaration appurtenant to the parcel in question, regardless of whether specific mention is made of this Declaration, and regardless of whether a specific conveyance is made of, or subject to, said rights, privileges, duties and obligations herein.

17. Representation/Review by Professionals. The Parties were each represented by an attorney in connection with the negotiation, drafting, and execution of this Declaration. No

provision of this Declaration shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, structured or dictated such provision. All Parties to this Declaration acknowledge that they have had the opportunity to have this Declaration reviewed by independent attorneys, accountants, and/or other representatives of their choice.

18. Amendment. Neither this Declaration nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge, or termination is sought. All of the terms and conditions of this Declaration shall survive the subsequent purchase of any portion of the SL Parcel and/or the MOB Parcel.

19. Relationship of the Parties. No express or implied term, provision, or condition of this Declaration shall be deemed to constitute the Parties as partners or joint venturers.

20. Nondedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the MOB Parcel or the SL Parcel to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Declaration, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns (and, with respect to the SL Owner, its tenants, residents, employees, agents and other invitees), any right or remedies under or by reason of this Declaration.

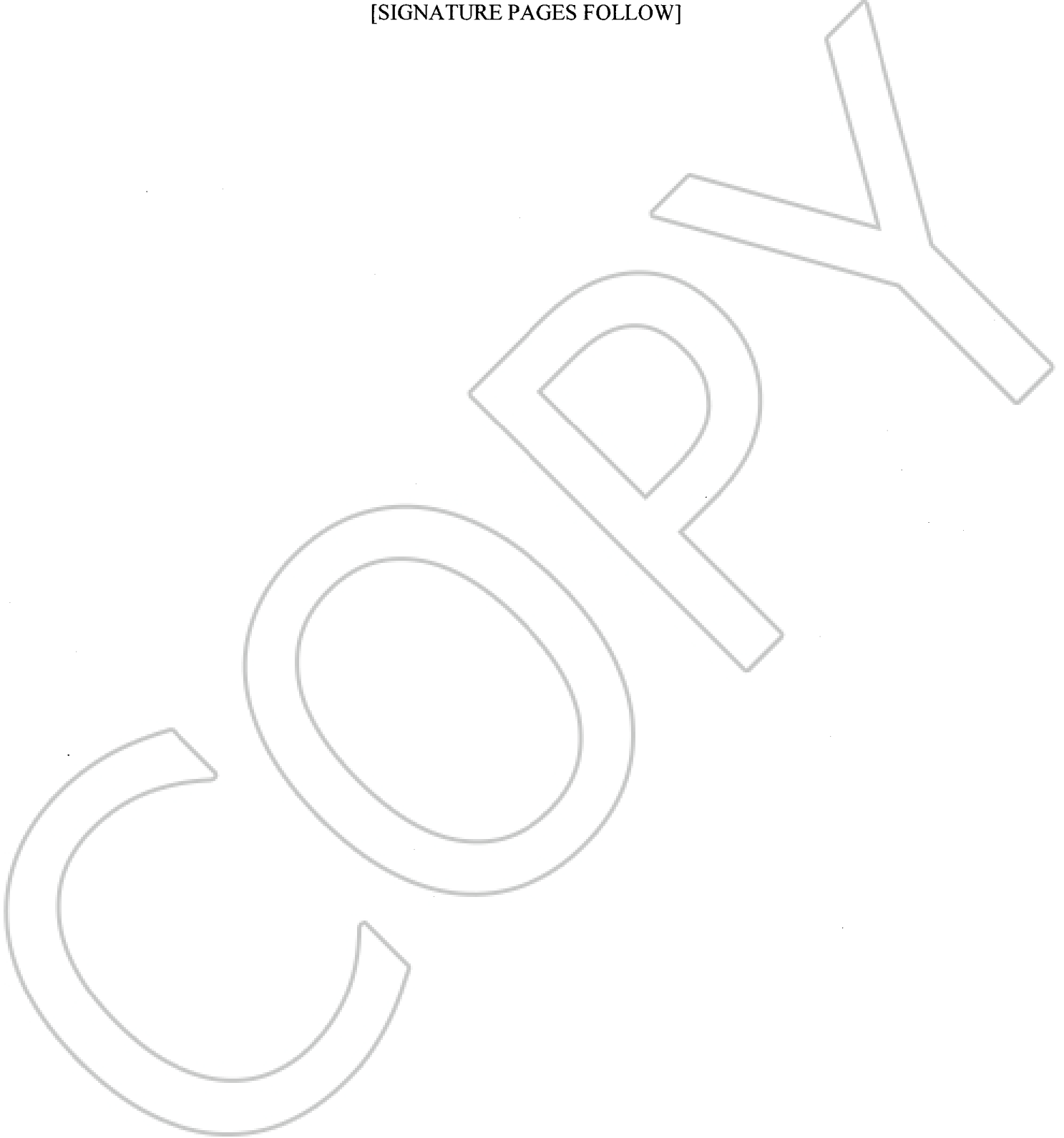
21. Subordination of Lien Rights. The lien rights of each Party hereunder are and shall be subject and subordinate to any deed of trust now or hereafter placed on the Parcel(s) owned by the other Party. Each Party shall confirm such subordination by executing a recordable subordination agreement in form and content reasonably satisfactory to such Party within ten (10) days after receiving a request for such subordination agreement from the other Party or its lender.

22. Force Majeure. Notwithstanding any other provision hereof, in the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service or other act required under this Declaration to be performed by such party, and such delay or hindrance is due to cause entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake or other casualty or acts of God, the performance of such covenant, agreement, work, service or other act shall be excused for the period of delay and the time period for performance shall be extended by the same number of days in the period of delay.

23. Additional Documentation. The Parties agree that they shall execute and deliver any documents reasonably requested by the other Party to effectuate this Declaration, and that they shall take whatever steps are reasonably required to carry out both the letter and the spirit of this Declaration.

24. Counterparts. This Declaration may be executed in counterparts which shall collectively be deemed as one instrument.

[SIGNATURE PAGES FOLLOW]



MINDEN APL MP, LLC,
a Delaware limited liability company

By: _____
Name: Gregg Graines
Title: Authorized Signatory

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

On February 20, 2018, before me, Michelle Robertson, a Notary Public, personally appeared Gregg Graines, who by me duly sworn did say that s/he is the Authorized Signatory of Minden APL MP, LLC, a Delaware limited liability company, and that the within instrument was signed and sealed in behalf of said limited liability company by authority of its sole member, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, the day and year last above written.

Michelle Robertson
Notary Public in and for Said County and State
Acting in the County of Cook

Michelle Robertson
Printed name of Notary Public

My Commission expires: 11/3/19

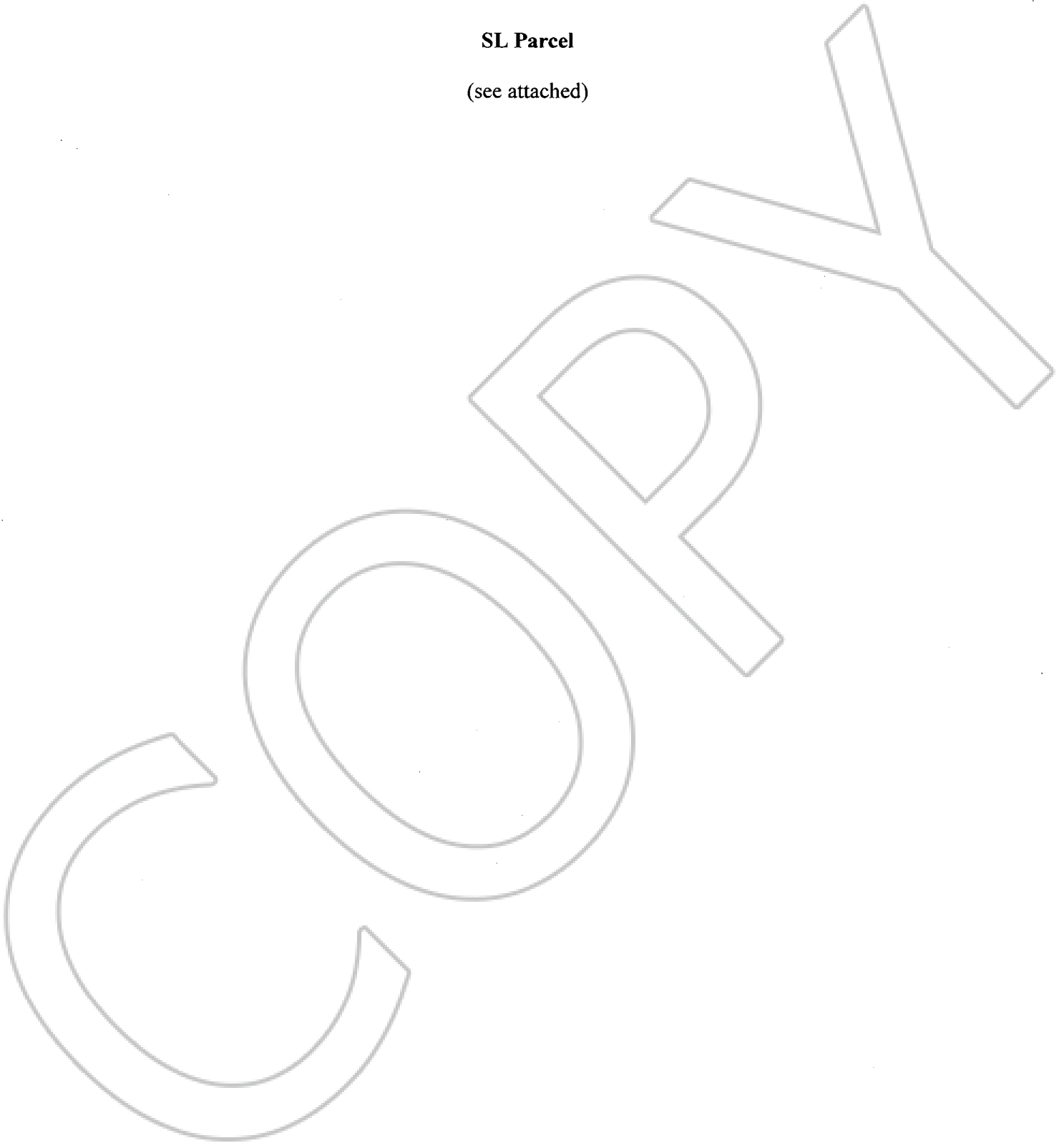


Michelle Robertson
ILLINOIS
Exp 11-3-19

EXHIBIT A

SL Parcel

(see attached)



**LOT 3A
MINDEN MEDICAL MALL**

All that certain lot, piece, or parcel of land situated in Douglas County, State of Nevada, and more particularly described as follows:

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, M.D.B. & M., more particularly described as follows:

A portion of Adjusted Parcel 3 as shown on that certain Final Map LDA 07-023, MINDEN MEDICAL MALL, a commercial subdivision, recorded in the office of the Douglas County Recorder, State of Nevada on April 22, 2009 in Book 0409, at Page 5589 as Document No. 741788, Official Records, described as follows:

Lot 3A, as shown on that certain Record of Survey for CTH MINDEN, LLC, recorded in the office of the Douglas County Recorder, State of Nevada on the 5th day of February, 2018 as File No. 2018-910035, Official Records, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 3A monumented with a 5/8" brass tag stamped PLS 9392 nailed into asphalt;

THENCE along the north line of said Adjusted Parcel 3, S. 89°00'27" E., 36.18 feet to a corner monumented with a 5/8" brass tag stamped PLS 17632 nailed into asphalt;

THENCE continuing along the north line of said Adjusted Parcel 3, N. 69°22'43" E., 173.43 feet to the northeast corner of said Adjusted Parcel 3 and a corner monumented with a 5/8" brass tag stamped PLS 17632 nailed into asphalt;

THENCE southerly along the east line of said Adjusted Parcel 3 along a curve to the left from a radial that bears N. 20°37'18" W. having a radius of 715.76 feet, an arc length of 525.96 feet, a delta of 42°06'09" and a chord that bears S. 41°40'22" E., 514.21 feet to a corner monumented with a 5/8" brass tag stamped PLS 17632 nailed into concrete;

THENCE continuing along the east line of said Adjusted Parcel 3, S. 62°43'27" E., 70.28 feet to a 5/8" brass tag stamped PLS 14346 nailed into concrete;

THENCE continuing along the east line of said Adjusted Parcel 3, S. 62°43'27" E., 50.00 feet to the southeast corner of said Adjusted Parcel 3 monumented with a 5/8" brass tag stamped PLS 17632 nailed into asphalt;

THENCE along the southeasterly line of said Adjusted Parcel 3, S. 27°16'33" W., 455.06 feet to the southerly corner of said Adjusted Parcel 3 monumented with a 5/8" rebar with a 1" cap stamped PLS 11172;

THENCE along the southwesterly line of said Adjusted Parcel 3, N. 62°37'27" W., 30.00 feet to a 5/8" rebar with a 1" cap stamped PLS 14346;

THENCE continuing along the southwesterly line of said Adjusted Parcel 3, N. 62°37'27" W., 492.54 feet to a corner monumented with a 5/8" rebar with a 1.5" aluminum cap stamped PLS 9392;

THENCE N. 44°44'12" E., 231.18 feet to a corner monumented with a 5/8" brass tag stamped PLS 9392, nailed into concrete;

THENCE N. 01°13'11" E., 199.27 feet to a corner monumented with a 5/8" rebar with a 1.5" aluminum cap stamped PLS 9392;

THENCE N. 88°46'49" W., 145.07 feet to a corner monumented with a 5/8" brass tag stamped PLS 9392, nailed into concrete;

THENCE N. 01°05'22" E., 176.44 feet to the **POINT OF BEGINNING**.

Lot 3A contains 6.52 Acres more or less.

Basis of bearing for this description is the above described Record of Survey.

Prepared by:

Lumos & Associates
Dean Neubauer, P.L.S. 9392
800 E. College Parkway
Carson City, NV 89706

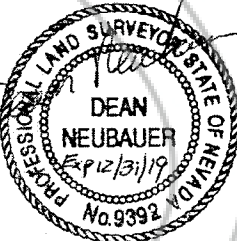


EXHIBIT B

MOB Parcel

(see attached)



**LOT 3B
MINDEN MEDICAL MALL**

All that certain lot, piece, or parcel of land situated in Douglas County, State of Nevada, and more particularly described as follows:

A parcel of land located within a portion of Section 30, Township 13 North, Range 20 East, M.D.B. & M., more particularly described as follows:

A portion of Adjusted Parcel 3 as shown on that certain Final Map LDA 07-023, MINDEN MEDICAL MALL, a commercial subdivision, recorded in the office of the Douglas County Recorder, State of Nevada on April 22, 2009 in Book 0409, at Page 5589 as Document No. 741788, Official Records, described as follows:

Lot 3B, as shown on that certain Record of Survey for CTH MINDEN, LLC, recorded in the office of the Douglas County Recorder, State of Nevada on the 5th day of February, 2018 File No. 2018-910035, Official Records, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 3B monumented with a 5/8" rebar with a 1" cap stamped PLS 17632,

THENCE along the north line of said Adjusted Parcel 3, S. 89°00'27" E., 98.82 feet to a corner monumented with a 5/8" brass tag stamped PLS 17632 nailed into asphalt;

THENCE S. 01°05'22" W., 176.44 feet to a corner monumented with a 5/8" brass tag stamped PLS 9392, nailed into concrete;

THENCE S. 88°46'49" E., 145.07 feet to a corner monumented with a 5/8" rebar with a 1.5" aluminum cap stamped PLS 9392;

THENCE S. 01°13'11" W., 199.27 feet to a corner monumented with a 5/8" brass tag stamped PLS 9392, nailed into concrete;

THENCE S. 44°44'12" W., 231.18 feet to a point on the south line of said Adjusted Parcel 3 and a corner monumented with a 5/8" rebar with a 1.5" aluminum cap stamped PLS 9392;

THENCE along the south line of said Adjusted Parcel 3, N. 62°37'27" W., 92.64 feet to a corner monumented with a 5/8" rebar with a 1" cap stamped PLS 6899;

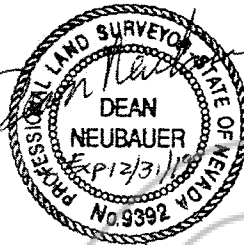
THENCE along the west line of said Adjusted Parcel 3, N. 00°59'49" E., 502.13 feet to the **POINT OF BEGINNING**.

Lot 3B contains 91,476 Square Feet more or less.

Basis of bearing for this description is the above described Record of Survey.

Prepared by:

Lumos & Associates
Dean Neubauer, P.L.S. 9392
800 E. College Parkway
Carson City, NV 89706



2/5/2018

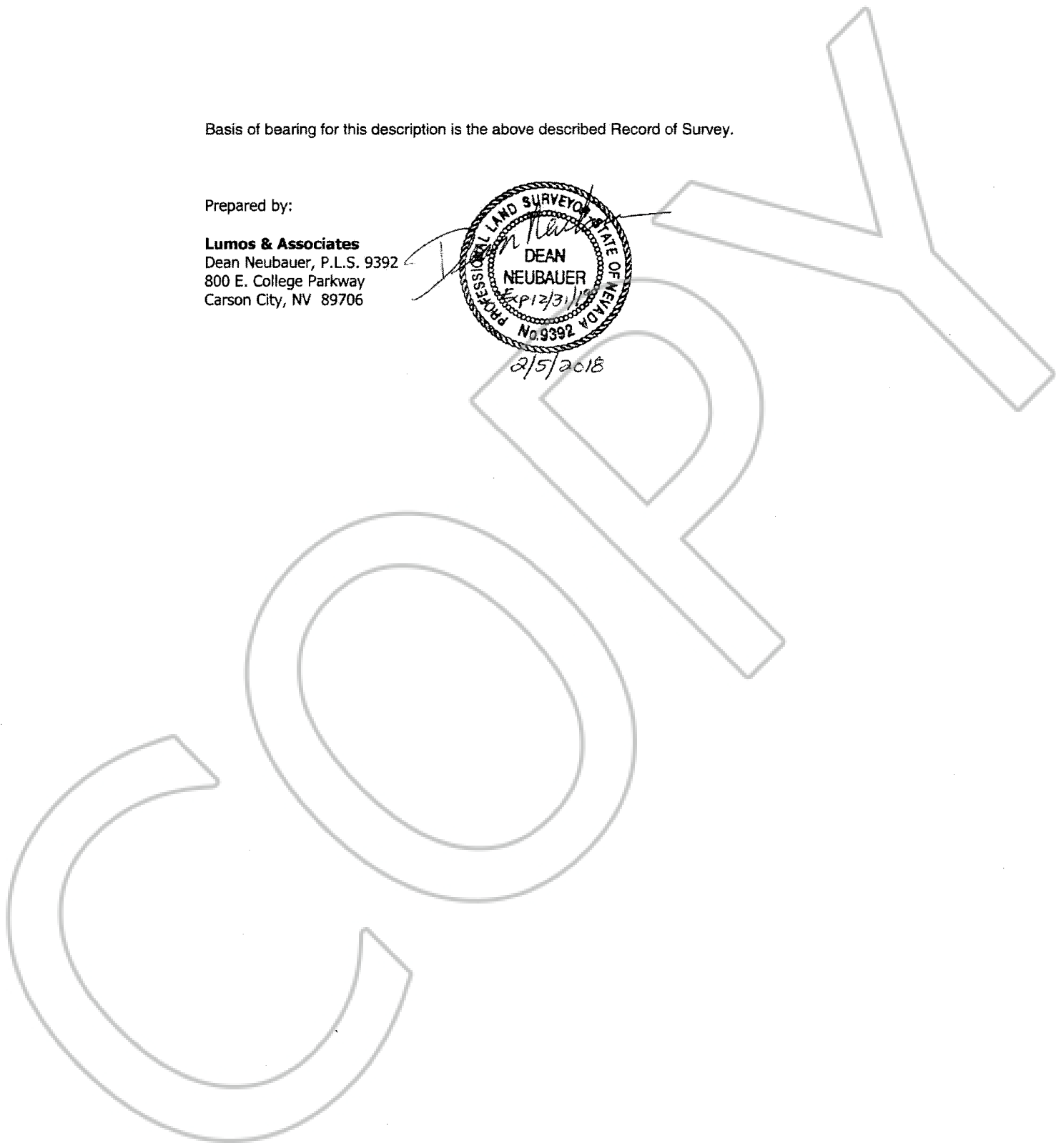


EXHIBIT C

Current Survey

(see attached)

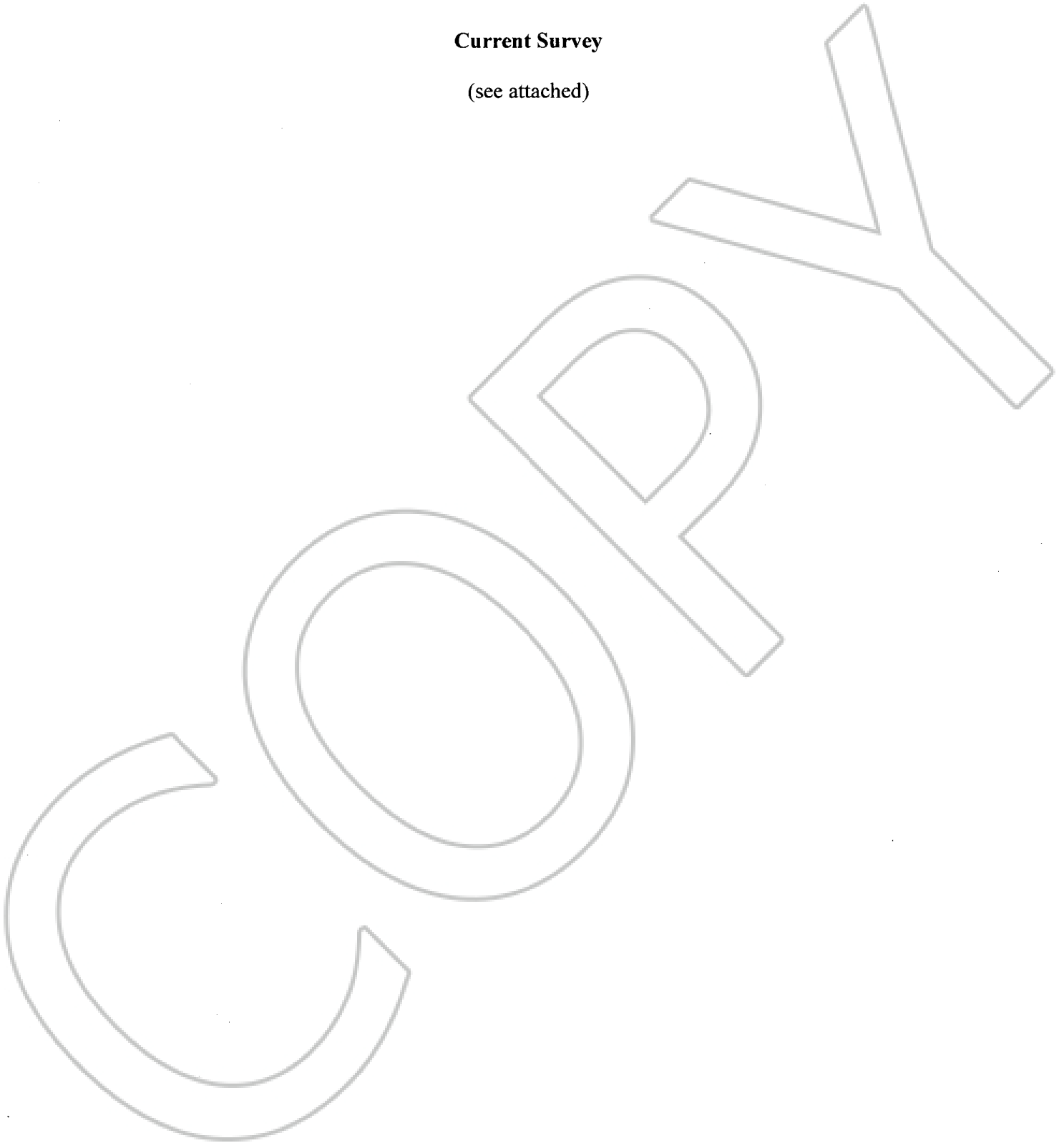


EXHIBIT D

As-Built Site Plan

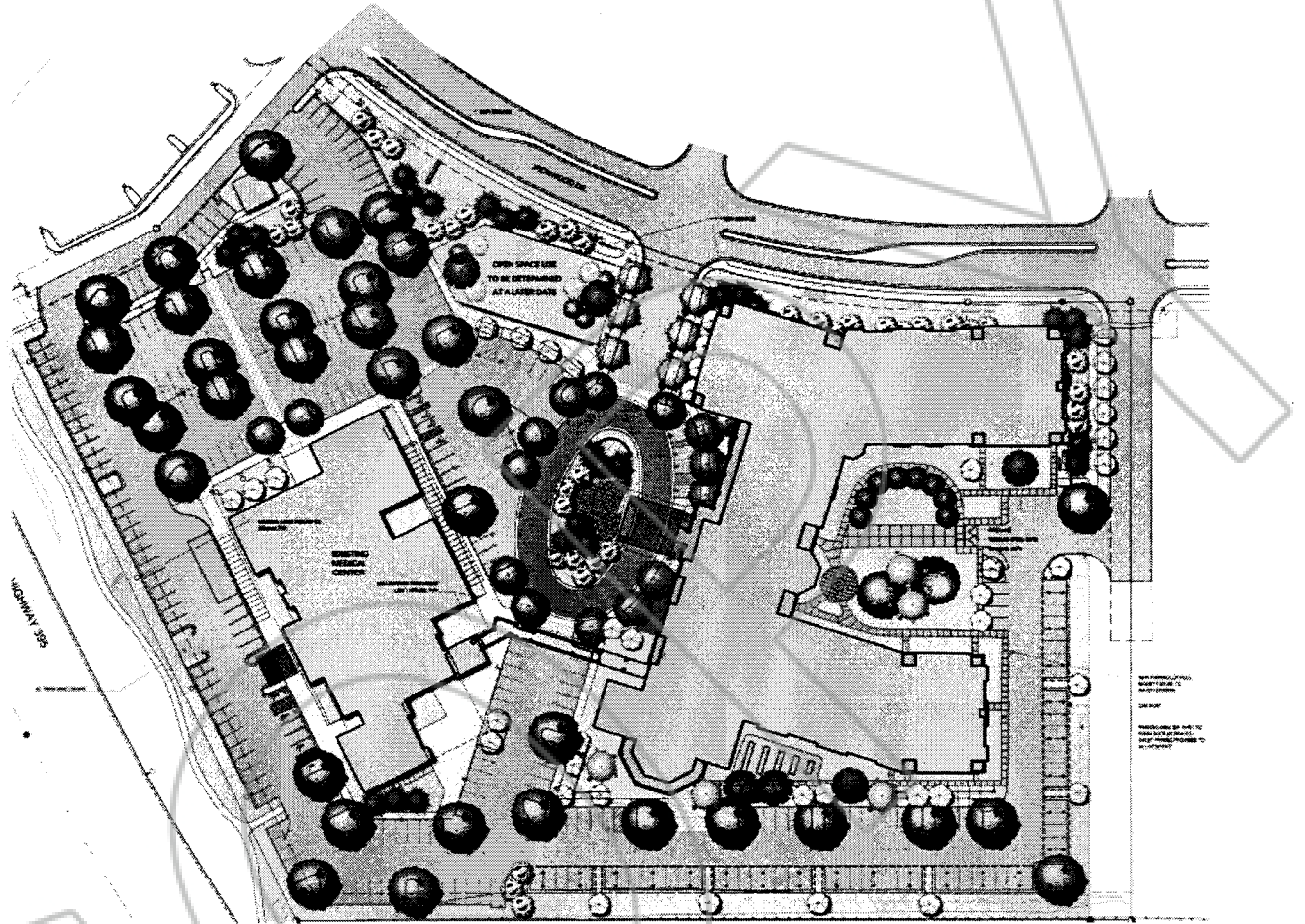
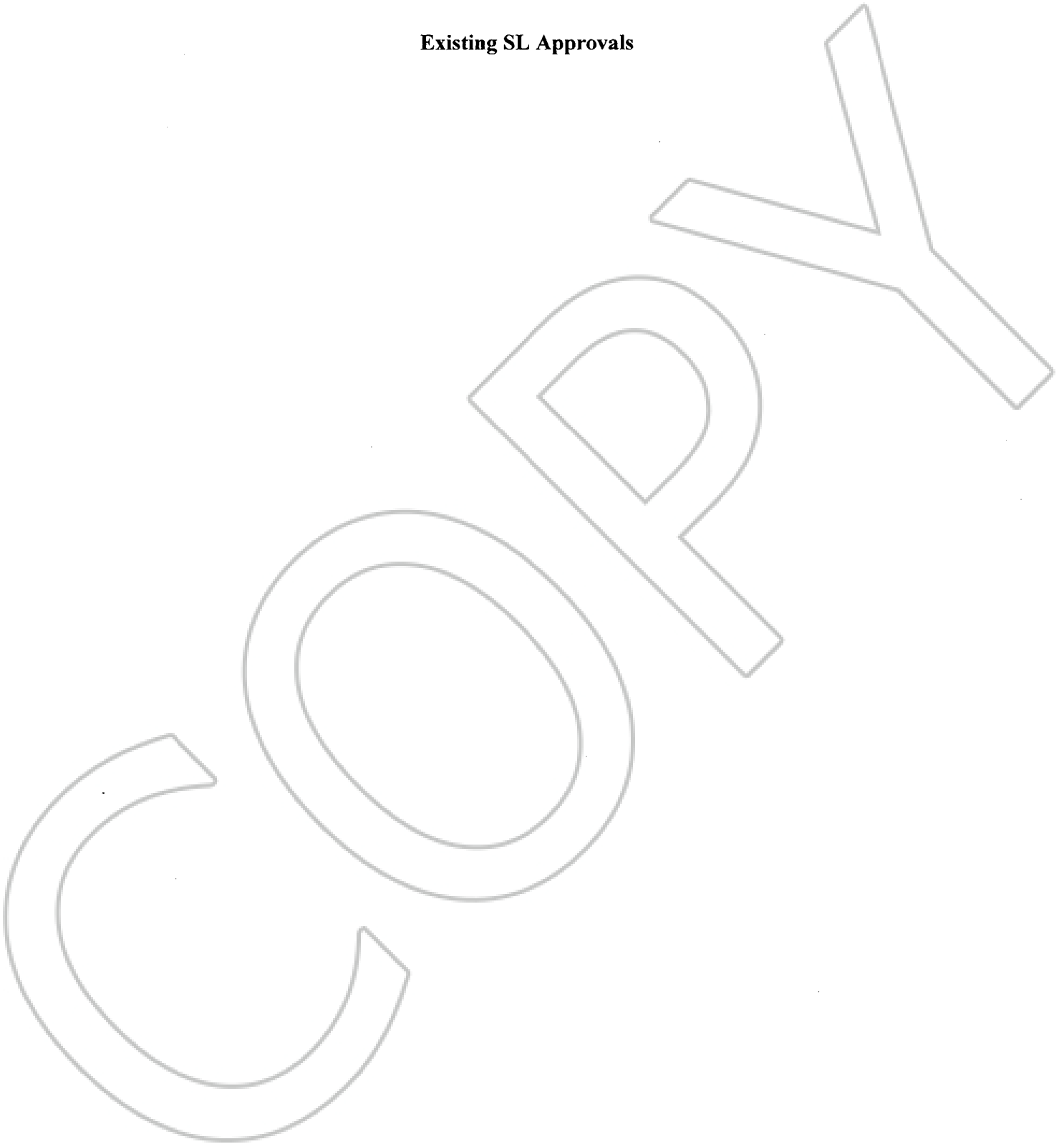


EXHIBIT E
Existing SL Approvals





COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Mimi Moss
DIRECTOR

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

FILED

NO. _____
2017 MAR 17 AM 9:58
DOUGLAS COUNTY
CLERK
BY _____ DEPUTY
Building Division
Engineering Division
Planning Division
Code Enforcement

March 17, 2017

MAIL DELIVERED

Rodolfo Bianchi
CTH Minden, LLC
10765 Double R Blvd., Suite 200
Reno, NV 89521

RE: Development Application (DA) 17-001, a Major Design Review for a 130 unit Senior Living Community; and DA 17-002 a Minor Variance for reduced parking; located at 925 Ironwood Drive, in the Minden/Gardnerville Community Plan Area (APN 1320-30-613-001).

Dear Mr. Bianchi:

On March 17, 2017, the Douglas County Community Development Department conditionally approved: (1) Development Application (DA) 17-001, a Major Design Review for the construction of a Senior Living Community comprised of 90 independent living units, 40 assisted living units, a kitchen and dining facilities, a theatre, a pool, and other community areas; and (2) DA 17-002, a Minor Variance for reduced parking allowing for a total of 316 parking spaces for the entire site (including the Minden Medical Center and the Senior Living Facility) with 58 covered spaces and a total of 28 spaces more than 150 feet from the building entrance. The subject property is located at 925 Ironwood Drive in the NC (Neighborhood Commercial) zoning district in the Minden/Gardnerville Community Plan. The applicant is Rodolfo Bianchi with CTH Minden, LLC. APN 1320-30-613-001.

This approval is subject to the following conditions:

THE FOLLOWING CONDITIONS APPLY TO MAJOR DESIGN REVIEW DA 17-001:

A. THE FOLLOWING CONDITION(S) SHALL BE MET PRIOR TO THE SUBMITTAL OF A SITE IMPROVEMENT PERMIT.

Planning Division Condition(s):

- A1. The applicant shall obtain approval from the GIS department for the name of the proposed road on the east side of the parcel. In addition, the applicant shall obtain approval for new addressing of the Verandah building.
- A2. The applicant shall comply with the conditions of approval, at the specified time, outlined in the March 17, 2017 approval letter for the Special Use Permit for the Verandah (DA 17-004).

B. THE FOLLOWING CONDITION(S) MUST BE MET AT THE TIME OF THE SUBMITTAL OF A SITE IMPROVEMENT PERMIT OR BUILDING PERMIT.

Engineering Division Condition(s):

- B1. The applicant must comply with the requirements of Douglas County Code, Title 20, Chapter 20.50 *Floodplain Management* and provide the following:
- a. A Federal Emergency Management Agency (FEMA) approved Conditional Letter of Map Revision Based on Fill (CLOMR-F).
- B2. The applicant must submit plans and supporting documents for review and approval. Plans and documentation must be in conformance with the Douglas County Design Criteria and Improvement Standards (DCDCIS) including the following project specific items:
- a. Civil improvement plans must be submitted in conformance with Division 7 *Improvement Plans*.
 - i) Plan must show all existing and proposed easements
 - (1) No permanent above ground structures may be located within a public easement. If the existing gas line that bisects the property is located within an easement, the easement must be abandoned prior to permit issuance.
 - (2) The proposed public water main and all appurtenances must be centered within a 20-foot public utility easement. The overhead parking canopy may not encroach into the easement.
 - b. Final technical drainage report and plans must meet the requirements of Division 6 *Storm Drainage* and Appendix D *Storm Drainage Details*. The plans must show all necessary drainage easements and identify them as public or private.
 - i) The drainage report shall verify post development runoff rates do not exceed predevelopment runoff rates per Section 6.1.5 of the DCDCIS
 - ii) Retention/Detention must be provided onsite to mitigate the impacts of development – OR – The development shall confirm comment four from the December 21, 1999 memo from RCI (acting as the Minden Town Engineer) to the Minden Board can be satisfied, verifying additional capacity in the Town of Minden Storm Drain System
 - c. If required by the building division a final soil (geotechnical) report and plans must meet the requirements of Division 3 *Soils Engineering Report*.
 - d. The development will be served by a public sewer system and the applicant must comply with the following:
 - i) The “Sewer Will Serve” letter or other letter of intent to serve.
 - ii) Sewer improvements must meet the requirements of Division 5 *Sewer System* and Appendix C *Sewer System Details*, or Minden Gardnerville Sanitation District standards.
 - e. The development will be served by a public water system and the applicant must comply with the following:
 - i) The applicant must submit plans and documents to the fire district for fire flow approval.
 - ii) The “Water Will Serve” letter or other letter of intent to serve.
 - iii) Water lines must meet the requirements of Division 4 *Water Systems* and Appendix B *Water System Details* or Town of Minden standards.
- B3. The 30-foot right of way called out along the east property line shall be abandoned as this access way is to be a private driveway. The existing 15-foot private access easement shall be extended south to property line.

- B4. The applicant must show evidence that any conditions placed on the project by the Water Conveyance Advisory Committee (WCAC), pursuant to its March 6, 2017 hearing have been met.
- B5. The applicant shall provide a means of water quality treatment for storm water before it discharges into the irrigation ditch. A manufacturer's cut sheet of the proposed treatment device shall be provided along with an annual maintenance plan.

Planning Division Condition(s)

- B6. The applicant shall submit a receipt from East Fork Fire and Paramedic District indicating that plans have been submitted for review and approval.
- B7. The applicant must submit a lighting plan in conformance with the Douglas County Code (DCC), Title 20, and Douglas County Design Criteria and Improvement Standards (DCDCIS) plan showing the location, type, and detail of all exterior light fixtures as follows:
 - a. Exterior lighting (photometric) plan consisting of point-by-point foot candle layout (based on a ten-foot grid center) extending a minimum of 20 feet outside the property lines required by the director shall be prepared by an electrical engineer registered in the state.
 - i) Lighting must be placed so light does not spill over onto abutting properties.
 - b. Light sources must be contained entirely within the fixture housing and be directed downward.
 - c. Light bulbs must be completely recessed within the fixture or within the ceiling of a structure, such that there is less than 90-degree candle luminance cutoff and no excess light spillover into neighboring properties.
 - d. The maximum parking lot fixture height is 15 feet within 100 feet of a residential zoning district and 25 feet in all other areas.
 - e. Exterior lighting for hillside development may require additional measures for shielding.
 - f. Lights identified as "Night Sky Friendly" are preferred.
- B8. The applicant shall submit architectural plans showing the following:
 - a. Screening of all utility meters, transformers, roof-top equipment, roof access ladders, and other utilities by architectural means or approved landscaping.
 - b. Location and detail for all exterior lighting fixtures.
- B9. The applicant shall submit plans that identify the location and dimensions of all exterior HVAC and other mechanical units, as well as satellite dish units. Any exterior equipment must meet the following criteria:
 - a. All units installed on the ground shall be screened with dense landscaping and/or solid fencing.
 - b. Units enclosed within the building must be located and installed in conformance with all County-adopted building codes.
 - c. Building plans shall identify all unit sizes and note the location of units on roof plans and elevation drawings.
- B10. The applicant must submit revised site plans for review and approval. The plans must be in conformance with the Douglas County Code (DCC), Title 20, and the Douglas County Design Criteria and Improvement Standards (DCDCIS) including the following project specific items:
 - a. Final landscape and irrigation plans stamped by a licensed architect, landscape architect, landscape contractor, or civil engineer. Landscape and irrigation plans must be consistent with both the DCDCIS and DCC, Title 20, Chapter 20.694 *Landscape Standards*, and Section 20.692.080 (D) *Parking lot landscape standards*.

- b. Identify the location and dimensions of all exterior utility meters, transformers, satellite dishes, HVAC equipment, solar panels, and other utility or mechanical equipment.
 - i) All equipment installed on the ground must be screened with dense landscaping and/or approved solid fencing.
- c. Trash enclosure details. The trash enclosure must comply with the standards set forth in Part I, Appendix A, of the DCDCIS.
- d. Bike rack location and detail plan. A minimum of 2 bicycle rack spaces must be provided in accordance with DCC, Title 20, Section 20.692.080 (E) *Bicycle parking*.
- e. The driveway approaches shall be denoted to a minimum depth of 10 feet with interlocking pavers, stones, or other similar treatments.

B11. To mitigate for noise resulting from the proximity to the flight path, the applicant shall provide building plans that include acoustical insulation and acoustically rated windows and exterior doors for the third floor of the Verandah.

C. THE FOLLOWING CONDITION(S) MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A SITE IMPROVEMENT PERMIT OR BUILDING PERMIT:

Engineering Division Condition(s)

- C1. The applicant must submit receipts from the Town of Minden and the Minden Gardnerville Sanitation District for water and sewer service.
- C2. The applicant shall provide an owner executed legal description and accompanying graphic exhibit (with bearings, distances, and coordinates) required for dedication of right-of-way, utility, drainage, or other public easements. The documents shall be 8.5" by 11" format wet sealed by a Nevada registered land surveyor. Recorded private easements must be provided.
- C3. Applicant shall provide evidence that Southwest Gas has approved the proposed removal of the existing gas line that bisects the property.

Building Division Condition(s)

- C4. The applicant must submit plans to the respective Fire District for review and obtain approval.

D. THE FOLLOWING CONDITION(S) MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A NOTICE OF COMPLETION OR CERTIFICATE OF OCCUPANCY:

Engineering Division Condition(s)

- D1. The applicant must submit a MT-1 application for the Letter of Map Revision Based on Fill (LOMR-F) with a Floodplain Development Review form and associated fee to Douglas County. The MT-1 application will be forwarded to FEMA by Douglas County.

Planning Division Condition(s)

- D2. The applicant shall submit any modifications to the approved Design Review to the Community Development Department for review. All modifications shall be clouded or otherwise identified on the plans and within the revision block. All revisions are subject to applicable review requirements and fees.
- D3. The applicant must paint all metal doors, downspouts, and other exposed metal surfaces (e.g. delivery doors, roof flashings, etc.) with a non-glossy paint to match the exterior color of the

building. Metal surfaces that are glossy when new but designed to weather and gain a patina with age are not required to be painted.

- D4. The applicant must provide handicapped parking spaces, access aisles, loading zones, and ramps that comply with the Americans with Disabilities Act (ADA) and CABO/ANSI standards. The applicant is solely responsible for compliance with all ADA standards.
 - D5. Any request for changes or modifications to the approved landscape and irrigation plans must be submitted in writing by the applicant, the modified plans sealed and signed by their preparer, to the Planning Division prior to installation and final inspection.
 - D6. If any damage to existing roads is caused by the transporting of construction equipment or materials by the applicant or any contractor of the applicant, the applicant must repair the roads to their prior condition upon notification in writing by the Community Development Department.
- E. THE FOLLOWING CONDITION(S) ARE GENERAL CONDITIONS APPLICABLE THROUGHOUT THE LIFE OF THE PROJECT:**

Engineering Division Condition(s)

- E1. The applicant must maintain all on-site storm drainage facilities. Obstructing the flow or altering the course of a drainage channel is prohibited unless permitted by an authorizing agency.
- E2. The applicant shall submit inspection and maintenance records annually from the date of notice of completion to the Stormwater Program Manager in the Community Development Department detailing any maintenance work that has been completed.

Planning Division Condition(s)

- E3. The applicant must perpetually maintain all landscaping. Plants must be removed and replaced if dead or diseased and planter borders and concrete curbing must be promptly removed and replaced if damaged. All landscaped areas abutting driveways, drive aisles, parking stalls, etc. must be protected by a standard Type 1 concrete curb.
- E4. Perimeter landscaping along the interior property lines must be separated from the adjacent property by use of a concrete curb or an at least one inch thick redwood header board.
- E5. The applicant must submit any modifications to the approved project exterior lighting to the Community Development Department for review and approval. The County may require shielding, replacement, or removal of fixtures as necessary to reduce significant off-site impacts of lighting.
- E6. No signs are approved for this project. The applicant must submit a separate application for signage to the Community Development Department.
- E7. The applicant must maintain the site free of weeds, trash, and other debris.
- E8. This is the final decision regarding your Development Application for a Design Review. This approval will expire if the project is not inaugurated within two years of the date of this letter. Extensions of time may be granted in accordance with Douglas County Code, Section 20.30.020.

THE FOLLOWING CONDITIONS APPLY TO MINOR VARIANCE DA 17-002:

1. This variance to the parking requirements permits a total of 316 parking spaces for the site (including the Minden Medical Center and Senior Living Facility) with 58 covered spaces and a total of 28 spaces more than 150 feet from the building entrance.
2. Prior to receiving a Certificate of Occupancy the applicant shall provide a joint use parking agreement for review and approval by the Community Development Department. Upon approval by the Department, the applicant shall record the agreement.

This is the final decision regarding your development applications for a Design Review and Minor Variance. Should you challenge any portion of this decision, you have until 3:00 PM, March 28, 2017, to file the Appeal of Decision application and applicable fees with the Community Development Department.

If you have any questions, please contact me at (775) 782-6210.

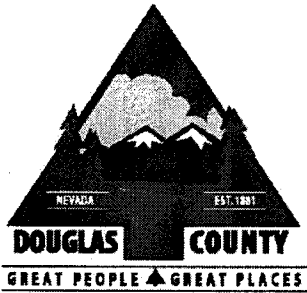
Sincerely,



Heather Ferris
Senior Planner

cc: Erik Nilssen, County Engineer
Brian McRae, Lumos & Associates
Douglas County Clerk
File: DA 17-004
File: DA 17-003
File: DA 17-002
File: DA 17-001

FILED



COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Mimi Moss
DIRECTOR

775-782-6201
FAX: 775-782-6297
website: www.douglascountynv.gov

2017 MAR 17 AM 9:58
Building Division
Engineering Division
Planning Division
Code Enforcement
DOUGLAS COUNTY
CLERK
BY _____ DEPUTY

March 17, 2017

MAIL DELIVERED

Rodolfo Bianchi
CTH Minden, LLC
10765 Double R Blvd., Suite 200
Reno, NV 89521

RE: Development Application (DA) 17-004, a Special Use Permit for a 130 unit Senior Living Community; and DA 17-003 a Major Variance for building height; located at 925 Ironwood Drive, in the Minden/Gardnerville Community Plan Area (APN 1320-30-613-001).

Dear Mr. Bianchi:

On March 14, 2017, the Douglas County Planning Commission voted unanimously (7-0) to approve the following: (1) Development Application (DA) 17-004, a Special Use Permit for the construction and operation of a Senior Living Community comprised of 90 independent living units, 40 assisted living units, a kitchen and dining facilities, a theatre, a pool, and other community areas; and (2) DA 17-003, a Major Variance for the building height of the Senior Living Community to allow for the construction of a 45 foot tall building exceeding the 35 foot maximum height by 10 feet. The subject property is located at 925 Ironwood Drive in the NC (Neighborhood Commercial) zoning district in the Minden/Gardnerville Community Plan. The applicant is Rodolfo Bianchi with CTH Minden, LLC. APN 1320-30-613-001.

This approval is subject to the following conditions:

THE FOLLOWING CONDITIONS APPLY TO SPECIAL USE PERMIT DA 17-004:

THE FOLLOWING CONDITION MUST BE MET PRIOR TO SUBMITTAL OF A SITE IMPROVEMENT PERMIT OR BUILDING PERMIT APPLICATION:

1. The applicant shall obtain approval of a Design Review (ref. DA 17-001) approval. The applicant shall comply with any conditions resulting from the Design Review at the time specified in the Design Review approval.
2. The applicant shall comply with all applicable conditions of the March 1, 2017 recommendation of the Minden Town Board (see attached).

MAILING ADDRESS: P.O. Box 218, Minden, Nevada 89423

THE FOLLOWING CONDITIONS PERTAIN TO THE LIFE OF THE PROJECT:

2. Eighty percent of the units must be occupied by at least one person 55 years of age or older. On-site management shall be provided.
3. The applicant shall obtain and maintain all applicable permits from federal, state, and local agencies.
4. This Special Use Permit is for a 130 unit Congregate Senior Living Community, including 90 independent living units and 40 assisted living units. No use authorized by this Special Use Permit shall be enlarged, extended, increased in intensity or relocated unless an application is made to modify the Special Use Permit in accordance with the procedures required by Douglas County Code.
5. No signs are approved for this project. The applicant shall submit a separate application for signage to the Community Development Department.
6. This approval shall expire on March 14, 2019 unless a site improvement permit or building permit is issued for the proposed construction by that date, or upon the expiration of the site improvement permit or building permit. Extension of time may be granted in accordance with Douglas County Code 20.30.020.

THE FOLLOWING CONDITIONS APPLY TO MAJOR VARIANCE DA 17-003:

1. This variance to the 35 height limit is approved to allow for the construction of a 45 foot high Senior Living Community.
2. The approval of this variance is co-terminus with the approval of the Special Use Permit for the Senior Living Community (ref. Condition 6 of DA 17-004).
3. The applicant shall comply with all applicable conditions of the March 1, 2017 recommendation of the Minden Town Board (see attached).

This is the final decision regarding your development applications for a Special Use Permit and Major Variance. Should you challenge any portion of this decision, you have until 3:00 PM, March 28, 2017, to file the Appeal of Decision application and applicable fees with the Community Development Department.

If you have any questions, please contact me at (775) 782-6210.

Sincerely,



Heather Ferris
Senior Planner

cc: Erik Nilssen, County Engineer
Brian McRae, Lumos & Associates
Douglas County Clerk
File: DA 17-004
File: DA 17-003
File: DA 17-002
File: DA 17-001



1604 Esmeralda Avenue, Suite 101
Minden, Nevada 89423

RECEIVED

MAR 10 2017

DOUGLAS COUNTY
COMMUNITY DEVELOPMENT

March 8, 2017

Ms. Heather Ferris
Douglas County Community Development
P.O. Box 218
Minden, Nevada 89423

Subject: Minden Medical Mall, DA17-001; DA17-002; DA17-003; DA17-004

Dear Ms. Ferris,

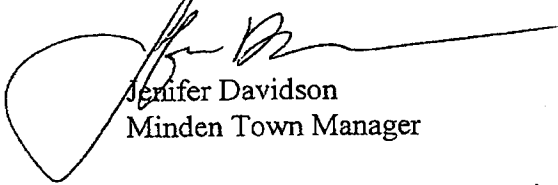
At the March 1, 2017 meeting the Town of Minden Town Board voted unanimously to recommend to Douglas County Staff approval of 1) DA17-001, a Major Design Review to construct and operate a senior living community; 2) DA17-002, a Minor Variance for reduction of parking for constructing and operating a senior living community; 3) DA17-003 a Major Variance for building height for constructing a senior living community; and 4) DA17-004 a Special Use Permit for constructing and operating a senior living community. The subject property is located at 925 Ironwood Drive in Minden NV, APN1320-30-613-001 subject to the following conditions:

- Because the subject property is located within the service area boundaries of the Town, the Town will provide trash sanitation service.
- Demolition and relocation of any fire hydrant should be reviewed and approved by the Town along with the Fire Department.
- It appears the applicant intends to modify the landscape medians located in Ironwood. The proposed relocation of irrigation valves should be reviewed and approved by the Town prior to approval of construction drawings.
- The plans show only one new trash enclosure and the location is not in proximity to the proposed building. This needs to be addressed and relocated to a more practical location. The Town Standard Details for the enclosure will be provided to the applicant and should be used.
- Please refer the Town/County Standard Details for all water improvements and additions. Town Staff is concerned regarding the potential for cross connections (swimming pool). Adequate separation of the water lines and tie-ins will need to be addressed in much greater detail in the construction drawings.

- The project should provide on-site storm water mitigation with detention of some method. Given the information provided in the RO Anderson Drainage Study, it appears the combined off-site and on-site flows and sedimentation may overwhelm existing Town owned and maintained drainage facilities.

Should you have any questions or need additional information, please contact the Town office at 782-5976.

Sincerely,



Jennifer Davidson
Minden Town Manager

cc: JD Frisby, Minden Superintendent of Public Works
Brian McRae, PE, Lumos and Associates

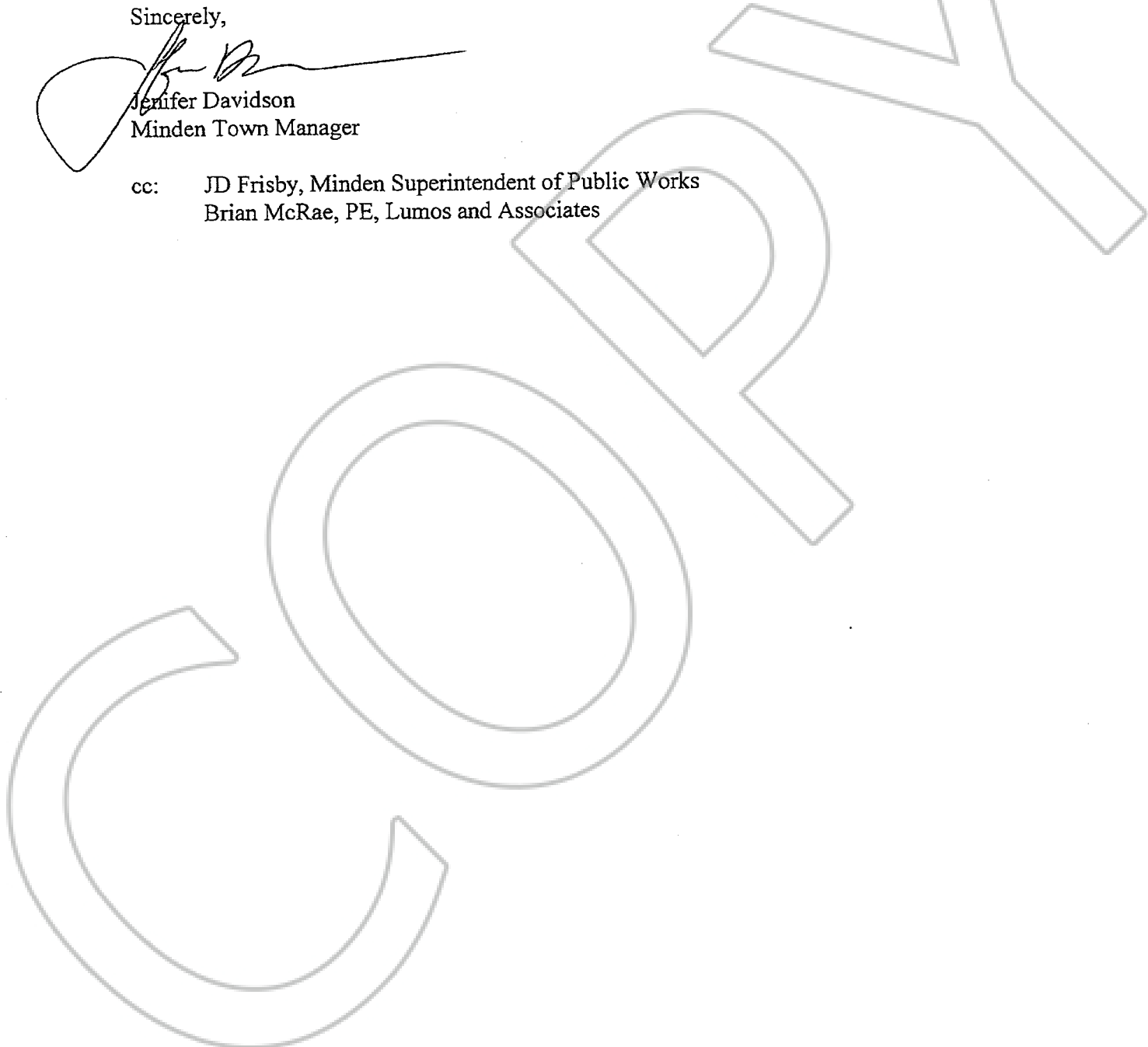


EXHIBIT F-1
Shared Infrastructure



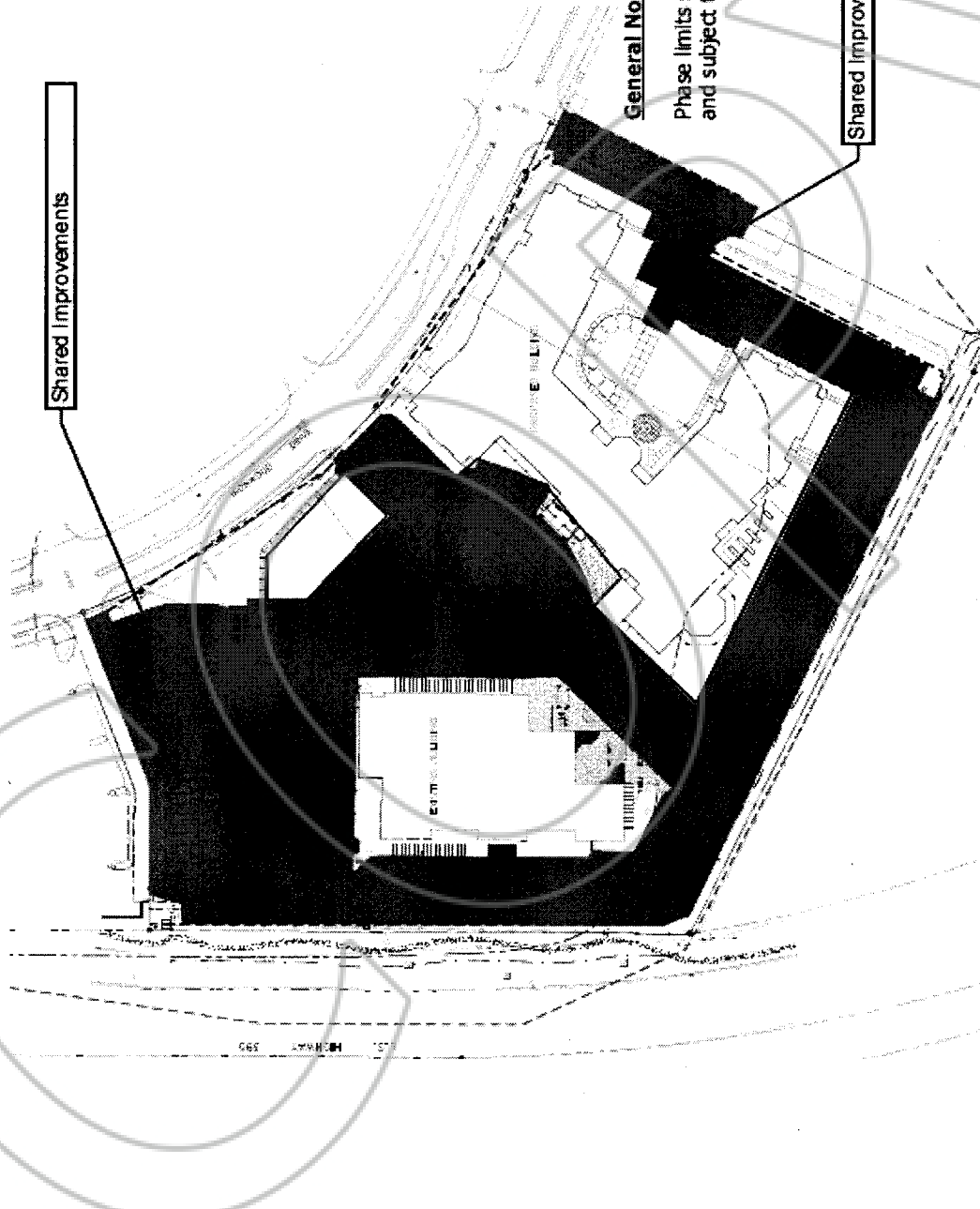


Shared Improvements

General Notes:

Phase limits shown hereon are estimated and subject to change based on final design.

Shared Improvements



MOB/SL Exhibit Summary

Areas 1 through 3 have been identified as areas that may have Shared Infrastructure improvements located on the future MOB parcel. The following is a summary of the work and an estimated construction duration.

Area 1 – Storm Drain Improvements

These improvements located on the MOB parcel are expected to include the installation of storm drain pipe, storm drain catch basins, and underground storm water retention chambers. The installation of the storm drain pipe and catch basins is expected to be located outside of the drive isles and predominately within the existing parking areas. The installation of the storm water retention chambers will potentially be located within the both parking areas and drive isles. The installation of these improvements is expected to be by conventional excavation. Trench plating of disturbed areas during non-construction periods to reduce disruptions is anticipated. The expected duration for this work six to eight weeks.

Area 2 – Water Line Improvements

These improvements include the connection of a new waterline main to the existing waterline at or near the common property line between the MOB and SL parcels. Excavation and removal of existing hardscape could extend into the MOB parcel. The installation of these improvements is expected to be by conventional excavation. Trench plating of disturbed areas during non-construction periods to reduce disruptions is anticipated. The connection to the existing waterline, installation of a concrete thrust block, water bacteria testing and backfill is expected to be completed in approximately two to three weeks.

Area 3 – Storm Drain Improvements

These improvements located on the MOB parcel are expected to include the installation of storm drain pipe and storm drain catch basins. The installation of the storm drain pipe and catch basins is expected to be located outside of the drive isles and predominately within the existing parking areas. The installation of these improvements is expected to be by conventional excavation. Trench plating areas during non-construction periods to reduce disruptions is anticipated. The expected duration for this work is two to four weeks.

Phase 1 Parking Lot Improvements

To minimize disruptions to the MOB, the improvements located within the "Phase 1 Parking Lot Improvements" should be accommodated prior to commencement of any other construction of Share Infrastructure whereby existing parking is reduced. Completion of this phase of construction will provide approximately 40 additional parking spaces to offset removal of existing spaces during the remainder of the Shared Infrastructure.

EXHIBIT F-3

Bonded Shared Infrastructure Work Budget

CTH Minden, LLC
 Senior Living Facility
 Engineer's Estimate of Probable Cost
 February 7, 2018
 6921.005



Engineer's Estimate					
Item No.	Description	Unit	Quantity	Unit Price	Total Price
1	Phase 2 Site Development (Paving, Concrete, Landscaping)	SF	59,045	\$ 10.00	\$ 590,450.00
2	Storm Drain Improvements	LS	1	\$ 25,000.00	\$ 25,000.00
3	Area 1 - Storm Drain Improvements	LS	1	\$ 25,000.00	\$ 25,000.00
4	Area 1 - Subsurface Detention Improvements	LS	1	\$ 100,000.00	\$ 100,000.00
5	Area 2 - Waterline Improvements	LS	1	\$ 25,000.00	\$ 25,000.00
6	Area 3 - Stormdrain Improvements	LS	1	\$ 25,000.00	\$ 25,000.00
7					\$ -

Sub Total = \$ 790,450.00

Contingency (20%) = \$ 158,090.00

Total = \$ 948,540.00

General Note:

This preliminary estimate of probable construction cost is the Engineer's best judgement as a professional engineer generally familiar with this type of construction. However, since the Engineer has no control over market conditions, the Engineer does not guarantee that proposals, bids, or actual construction cost will not vary from this estimate.

L:\LAProj\6921.005 - Minden Medical Engineering Services\0-project management\0-deliverables\COR Exhibits\2018-02-07 SL Bonding Estimate.xls\Cost Estimate

EXHIBIT G

Encroachments

