



SHAWNYNE GARREN, RECORDER

APNs: 1320-30-613-002
and 1320-30-613-003

WHEN RECORDED, MAIL TO:

CTH MINDEN, LLC
Attn: Russell C. Shultz
5190 Neil Road, Suite 450
Reno, Nevada 89502

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

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS**

This AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (this “Declaration”), is made this 27th day of FEBRUARY, 2023, 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 “Original 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 “Original MOB Parcel”).

C. The Parties previously entered into and recorded that certain Declaration of Covenants, Restrictions, Easements and Shared Infrastructure dated March 2, 2018 and recorded

in the public records of Douglas County, Nevada on March 13, 2018 as Instrument No. 2018-911477 (the "**Original CC&Rs**").

D. The Original 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 Original SL Parcel is currently improved only with improvements servicing and ancillary to the MOB Project, including without limitation, a portion of the approximately 223 parking spaces serving the MOB Project, pedestrian and vehicular ingress and egress to and from Ironwood Drive and various other hardscaping, landscaping, stormwater management, utility and other infrastructure (the "**SL Parcel Existing Improvements**"). The SL Parcel Existing Improvements currently service only the MOB Project and are a critical component thereof.

E. SL Owner intends to develop the SL Parcel as an age-restricted senior living community, together with improvements ancillary thereto, as graphically depicted on the site plan attached hereto as **Exhibit C** 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 as Exhibit E to the Original CC&Rs (the "**Prior SL Project Approvals**").

G. On February 10, 2021, SL Owner obtained an extension for the Prior SL Project Approvals and on June 1, 2021 SL Owner obtained approval of a modification to the Prior SL Project Approvals. Such extension and modification were granted by the Douglas County Community Development Department and copies thereof are attached hereto as **Exhibit D** (the Prior SL Project Approvals as so extended and modified are herein referred to as the "**Existing SL Project Approvals**").

H. The SL Project and the Existing SL Project Approvals contemplate reconfiguring the MOB Parcel Existing Improvements and the SL Parcel Existing Improvements.

I. Concurrently herewith, SL Owner and MOB Owner are effectuating a lot line adjustment (the "**Lot Line Adjustment**") as reflected in the Record of Survey in support of a Boundary Line Adjustment (the "**Record of Survey**") being recorded concurrently herewith. In such Lot Line Adjustment, the portion of the Original SL Parcel depicted on the Record of Survey between the "Old Boundary Line" and the "New Boundary Line" (such area herein referred to as the "**LLA Parcel**") is being removed from the Original SL Parcel and added to the Original MOB Parcel. The legal description of the Original SL Parcel as adjusted pursuant to the Lot Line Adjustment is shown on **Exhibit F** attached hereto and incorporated by this reference as if fully set forth herein (as so adjusted, the "**SL Parcel**"), and the legal description of the Original MOB Parcel as adjusted pursuant to the Lot Line Adjustment is shown on **Exhibit G** attached hereto and incorporated by this reference as if fully set forth herein (as so adjusted, the "**MOB Parcel**"). The SL Parcel and the MOB Parcel are sometimes referred to individually as a "**Parcel**" and collectively as the "**Overall Parcel**".

J. The Lot Line Adjustment will result in many of the SL Parcel Existing Improvements being located on the MOB Parcel. The Parties further agree that additional parking spaces will be constructed on the MOB Parcel so that each of the SL Parcel and MOB Parcel have their own separate parking. Following the Lot Line Adjustment, the Parties anticipate that neither the SL Parcel and MOB Parcel will have the need for any stormwater, drainage or utility easements over the other Parcel.

NOW, THEREFORE, the Parties hereby declare that the Overall Parcel shall be held, conveyed, encumbered, leased, used, occupied, improved or affected in a 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; Restatement.

(a) The foregoing recitals by and between the Parties shall constitute an integral part of this Declaration and are hereby incorporated herein by reference, and this Declaration shall be construed in light thereof.

(b) This Declaration amends, restates and supersedes the Original CC&Rs in its entirety and following the date hereof the Original CC&Rs shall be of no further force or effect.

2. Project Easements and Related Matters. This Section 2 shall govern the below described easements (collectively, "***Easements***").

(a) Access Easement. 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 non-exclusive easement over, through, across and upon the area identified on Exhibit C as the "***Access Easement Area***" for emergency vehicle ingress and egress to and from Ironwood Drive.

(b) Temporary Construction Easement. MOB Owner hereby grants and conveys to SL Owner, without any fee or charge therefor, for the duration of the Construction Period (as defined in Section 4(d) below), a temporary construction easement appurtenant to the SL Parcel (i) to allow SL Owner to fulfill its obligations for construction and installation of the Additional MOB Parking Improvements, and (ii) to allow SL Owner and applicable utility providers to connect to existing utility lines and/or the existing fire suppression water line system on the MOB Parcel in order to extend service to the SL Parcel (collectively, "***Utility Installation Work***"). Any Utility Installation Work shall be included in the Phasing Plan/Schedule (as defined in Section 4(d)(i) below).

(c) Utility Easements. To the extent that during the Construction Period SL Owner and/or applicable utility providers connect to existing utility lines and/or the existing fire

suppression water line system on the MOB Parcel in order to extend service to the SL Parcel as contemplated in Section 2(b)(ii) above, MOB Owner hereby grants and conveys to SL Owner and such applicable utility providers permanent easements for the installation, maintenance, repair, replacement and removal of such utility installations, provided that no such easement shall impact any structure on the MOB Parcel, and any party exercising such easement rights shall be responsible for the restoration of any damage to parking lots, other hardscape and landscaping in connection with the installation, maintenance, repair, replacement and removal of such utility installations. At the request of any of MOB Owner, SL Owner or the applicable utility provider, a separate easement agreement in a form reasonably acceptable to the MOB Owner and the easement holder shall be prepared and recorded, at the cost of the requesting party, to further evidence any such permanent easement, and upon recordation thereof shall supersede the provisions of this paragraph as to the easement provided for in such further easement agreement. Any such further easement agreement shall provide that the easement or easements granted thereby shall not impact any structure on the MOB Parcel, and that the easement holder shall be responsible for the restoration of any damage to parking lots, other hardscape and landscaping in connection with the installation, repair, replacement, removal or maintenance of such utility installations.

(d) Taxes and Insurance.

(i) Taxes. MOB Owner and SL Owner shall each be solely responsible for payment of and shall pay prior to delinquency all real estate and other taxes levied against their respective Parcels.

(ii) Insurance. During the Construction Period, SL Owner shall maintain (or shall cause to be maintained) a policy for comprehensive general public liability insurance covering all operations with respect to the MOB Access Area, which shall have limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. MOB Owner shall be named as an additional insured on such policy. Upon request by MOB Owner, SL Owner shall furnish the MOB Owner evidence of insurance for the insurance policies required hereunder. During the Construction Period, SL's liability policy or that of its general contractor shall also cover all operations of SL Owner being conducted on the MOB Parcel.

3. Use Restrictions.

(a) No portion of the SL Parcel shall be used for (i) professional medical purposes, including but not limited to medical offices, urgent care or emergency services, or (ii) a hospital, an ambulatory surgery center, an urgent care facility, 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 or cancer care. Notwithstanding the foregoing provisions: (i) 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 (ii) the foregoing restrictions and prohibitions set forth above in this Section 3(a) shall not preclude (A) the use of the SL Parcel or any portion thereof for a senior living community that may have medical services that are incidental to the predominant use, (B) the provision of medical, pharmacy, rehabilitation, therapeutic or health care or services of any kind only to persons residing on the SL

Parcel, or (C) the provision of any goods or services commonly provided in senior living communities or required to be provided in such communities by any licensing or regulatory authority or requirement. Any physicians, nurses and other medical professionals, employees, consultants, agents or providers of the SL Owner or its operator or lessee providing care, goods or services on the SL Parcel to residents or staff of the SL Parcel from time to time consistent with the allowed uses in this Section 3(a) as a portion of its practice are herein referred to as the "**SL Medical Providers**".

(b) Any physician tenants of the SL Parcel shall be members of the Medical Staff of Carson Tahoe Regional Healthcare (Carson Tahoe Regional Healthcare, together with any successors and/or assigns thereto under the Lease, herein referred to as "**Tenant**") (as "**Medical Staff**" is defined in that certain Lease dated November 10, 2006 (as amended from time to time, including any extensions and replacements thereof, the "**Lease**") with Tenant for the MOB Parcel), for so long as the MOB Project is operated for the uses permitted under the Lease ("**MOB Permitted Uses**"), under redevelopment for the MOB Permitted Uses or being reconstructed on the MOB Parcel for the MOB Permitted Uses (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). The provisions of this Section 3(b) shall not apply to SL Medical Providers.

(c) The MOB Parcel shall not be used as a senior living community.

4. Additional Covenants.

(a) SL Owner shall construct the SL Project and the Additional MOB Parking Improvements 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.

(b) The SL Project initially shall be of similar or better quality to the MOB Project and shall be consistent with the Existing SL Project Approvals.

(c) Notwithstanding anything to the contrary herein, with respect to construction activities on the SL Parcel (but not the Additional MOB Parking Improvements) neither SL Owner nor its tenants, employees, residents, licensees, customers and business invitees shall permit the use of the MOB Parcel by construction vehicles for any purpose (including for access) and shall not conduct any construction staging upon the MOB Parcel. SL Owner shall create temporary access points to Ironwood Drive with respect to construction activities on the SL Parcel.

(d) SL Owner and MOB Owner agree as follows:

(i) Following the recordation of this Declaration, SL Owner shall at its sole cost and expense, construct and install the Additional MOB Parking Improvements. Following commencement of construction of the Additional MOB Parking Improvements, SL Owner shall

use commercially reasonable efforts to complete the Additional MOB Parking Improvements and Utility Installation Work in accordance with the Phasing Plan/Schedule (as defined below), at its sole cost and expense subject to Unavoidable Delay (as defined below). The plans for the Additional MOB Parking Improvements (“**Additional MOB Parking Improvements Plans**”) and the phasing plan and schedule for construction for the Additional MOB Parking Improvements and Utility Installation Work (“**Phasing Plan/Schedule**”) shall be prepared or caused to be prepared by SL Owner and shall be subject to the prior written approval of MOB Owner, such consent not to be unreasonably withheld, conditioned or delayed. Any material changes in the Additional MOB Parking Improvement Plans and the Phasing Plan/Schedule after MOB Owner’s initial approval thereof shall also be subject to the prior written approval of MOB Owner, such consent not to be unreasonably withheld, conditioned or delayed. SL Owner acknowledges that MOB Owner’s approval or disapproval of the Phasing Plan/Schedule or any material changes thereto may take into account the acceptability of the Phasing Plan/Schedule to Tenant and to MOB Lender (as hereafter defined) as well as compliance with applicable zoning and other laws during the Construction Period of available parking for the MOB Project, and MOB Owner’s approval thereof shall be MOB Owner’s confirmation and representation that (i) any approval thereof required by Tenant and MOB Lender have been obtained by MOB Owner, (ii) completion of the Additional MOB Parking Improvements in accordance with the Additional MOB Parking Improvement Plans will comply with applicable zoning requirements, and (iii) completion of the Additional MOB Parking Improvements in accordance with such Additional MOB Parking Improvement Plans and Phasing Plan/Schedule will not result in a default under the Lease or the loan documents with MOB Lender. The “**Additional MOB Parking Improvements**” shall consist of the construction of 40 parking spaces in the areas depicted on **Exhibit C** and any related hardscaping and landscaping shown on the Additional MOB Parking Improvement Plans. The Parties intend for the process in obtaining and finalizing the Additional MOB Parking Improvement Plans to be a fluid and collaborative process and SL Owner will provide progress updates to MOB Owner regularly throughout the process. As used in this Declaration, the “**Construction Period**” shall mean the period from the date of recordation of this Declaration through and including the date of completion of the Additional MOB Parking Improvements and opening for complete use thereof.

(ii) SL Owner shall remove any mechanics or other liens arising from SL Owner’s activities that are filed against the MOB Parcel within thirty (30) days of receipt of notice thereof, by payment, bonding or other action that removes such matter as a lien on title. If there is a default by SL Owner of its obligations in this **Section 4(d)(ii)**, MOB Owner may, but shall not be obligated to, notify SL Owner of its intent to perform the obligations of SL Owner with respect to lien removal. If MOB Owner delivers such notice and SL Owner does not remove or bond such mechanics or other liens with five (5) business days thereafter, MOB Owner may remove such lien or liens by payment, bonding or other action and SL Owner shall reimburse MOB Owner for the cost thereof upon demand.

(iii) For purposes of this Declaration, the term “**Unavoidable Delay**” means any of the following (provided the same actually results in a delay of the construction of the Additional MOB Parking Improvements): terrorist acts, fire, explosion, sinkhole, casualty, earthquake or other acts of God, severe weather conditions, tornado, hurricane, tropical storm, civil disturbance, war, strikes, lockouts, actions of a Governmental Authority, governmental shutdowns (including governmental shutdowns due to a national or international pandemic or epidemic),

sabotage, delays in obtaining permits and approvals and/or labor or materials for the construction work, acts of public enemy or insurrection, or any other event outside the reasonable control of SL Owner but, in all cases, only to the extent such event has not been caused by the delay or the negligent act or omission or willful misconduct of SL Owner. Lack of funds or financing shall not constitute Unavoidable Delay. SL Owner shall be obligated to use reasonable mitigation efforts to avoid or lessen the effect of any event giving rise to Unavoidable Delay.

(iv) If there is a default by SL Owner of its obligations in Section 4(d)(i) above and SL Owner has failed to cure such default within thirty (30) days after written notice thereof, 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 Additional MOB Parking Improvements. In such event, MOB Owner, upon written notice to SL Owner and prior to SL Owner recommencing such work, may (but shall not be obligated to) perform the obligations of SL Owner to effectuate the Additional MOB Parking Improvements or such part thereof that is under construction but incomplete (the “**MOB 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 reasonably deem necessary, desirable or proper in order to pursue the MOB 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 exercises its MOB Self-Help Right, MOB Owner shall be entitled to invoice SL Owner for all of the actual costs of the Additional MOB Parking Improvements and for all of MOB Owner’s actual third-party out-of-pocket costs and expenses in connection with exercising its MOB Self-Help Right (collectively, “**MOB Self-Help Right Costs**”), and if SL Owner fails to pay such invoices as and when the same become due, MOB Owner shall be entitled to seek any and all available remedies at law or in equity, including without limitation the disbursement of funds as provided under Section 4(d)(vi) below.

(v) The construction contract for the Additional MOB Parking Improvements 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 4(d) of that certain Amended and Restated Declaration of Covenants, Restrictions and Easements 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 construction of the Additional MOB Parking Improvements. 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 applicable construction contract and any other contracts or agreements necessary for MOB Owner to cause completion of construction of the Additional MOB Parking Improvements following MOB Owner’s exercise of its MOB Self-Help Right. The construction contract for the Additional MOB Parking Improvements may be either a stand-alone contract or may be part of a construction contract also covering other improvements, provided that if it is a contract also covering other improvements the portions thereof relating to the Additional MOB Parking Improvements must be assignable separately from the remainder of such contract.

(vi) SL Owner is under contract (as amended, the "**ISL Sale Contract**") to sell the SL Parcel to Valage Minden, LLC, a Delaware limited liability company (together with its successors and assigns, "**ISL**"), as successor by assignment from ISL Ventures LLC, a Nevada limited liability company. Section 9.3 of the ISL Sale Contract provides that, at the closing of the sale, the escrow company under the ISL Sale Contract, Fidelity National Title Company (the "**Title Company**"), shall hold back from SL Owner's proceeds one hundred twenty percent (120%) of the expected cost (as reasonably approved by ISL and SL Owner) of the Additional MOB Parking Improvements ("**Holdback Funds**") pursuant to an escrow agreement to be approved and executed by SL Owner and ISL and approved by MOB Owner. ISL and SL Owner agree that such escrow agreement shall incorporate provisions reasonably acceptable to MOB Owner (a) granting MOB Owner a security interest in the Holdback Funds as security for SL Owner's obligation to construct the Additional MOB Parking Improvements as provided herein, and (b) allowing direct disbursements of the Holdback Funds to the MOB Owner for payment of MOB Self-Help Right Costs.

(e) Except to the 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 or the Additional MOB Parking Improvements including without limitation any default by MOB Owner under that certain Lease dated November 10, 2006 (as amended from time to time) with 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.

(f) For the avoidance of doubt, this Declaration does not grant MOB Owner or its tenants or their respective employees, agents, residents, licensees, customers and business invitees any easement or right of entry to the SL Parcel, and (ii) except as set forth in Sections 2(a)-(c), this Declaration does not grant SL Owner or its tenants or their respective employees, agents, residents, licensees, customers and business invitees any easement or right of entry to the MOB Parcel. SL Owner and MOB Owner each reserves the right to install "no entry" or similar signage as well as a parking gate or other barrier on the border of the SL Parcel and the MOB Parcel to stop any access not authorized under this Declaration.

(g) 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 Declaration 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 Declaration 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.

(h) Concurrently with the recordation of this Declaration, SL Owner shall convey the LLA Parcel to MOB Owner by deed in a form reasonably approved by the Parties. Such transfer shall be on an AS-IS, WHERE-IS basis. SL Owner shall pay the recording costs for such transfer and any realty transfer taxes related thereto. SL Owner shall deliver to the title company of MOB Owner's choice a title affidavit in form and substance reasonably acceptable to SL Owner sufficient for MOB Owner to obtain a title policy without any exception as to the LLA Parcel for the standard preprinted exceptions for mechanics liens and rights of tenants or occupants in possession, and SL Owner shall make such conveyance of the LLA Parcel without any exception for (and shall remove) any monetary lien or monetary encumbrance other than non-delinquent real property taxes and assessments.

5. Declaration not Terminable by Breach. 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.

6. 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
5190 Neil Road, Suite 450
Reno, Nevada 89502
Telephone: (775) 850-5620
E-mail: rschultz@sfginc.com

MOB Owner: MINDEN APL MP, LLC
c/o Remedy Medical Properties, Inc.
800 West Madison Street, Suite 400
Chicago, Illinois 60607
Telephone: (312) 872-4102 (PW) and (312) 872-4108 (GG)
Facsimile: (312) 558-3883
Attention: Mr. Peter J. Westmeyer and Gregg S. Graines, Esq.
Email: PWestmeyer@remedymed.com and
GGraines@remedymed.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 Party may also by notice to the other Party as provided herein add one or more additional parties (such as legal counsel) as parties to receive copies of any notices sent to such Party.

(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.

7. 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.

8. 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.

9. 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.

10. Binding on Successors/Run With the Land; Liability. 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. In the event of a sale, transfer or conveyance by a Party of the Parcel owned by such Party, the same shall operate to release such Party from any and all liabilities and obligations under this Declaration accruing after the date of such sale, transfer or conveyance.

11. 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.

12. 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.

13. 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.

14. 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.

15. Subordination. Each Party shall obtain a subordination from any lender holding a deed of trust, mortgage or other security interest in its Parcel as of the date of this Declaration in the form attached hereto as Exhibit H and such subordinations shall be recorded as a party of this instrument. Any such lender holding a deed of trust, mortgage or other security interest on the MOB Parcel as of the date of this Declaration is referred to herein as the "**MOB Lender**."

16. 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.

17. 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.

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Declaration is executed, and shall be legally binding upon the Parties, as of the date first specified above.

CTH MINDEN, LLC,
a Nevada limited liability company

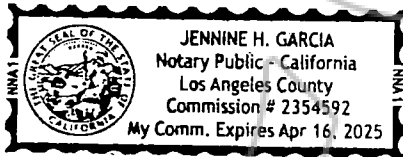
By: Rodolfo Bianchi
Name: Rodolfo Bianchi
Title: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles) ss.

On 01/27/2023 before me, Jennine H. Garcia, Notary Public, Notary Public, personally appeared Rodolfo Bianchi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature: Jennine H.G.

MOB Owner:

Minden APL MP, LLC,
a Delaware limited liability company

By: Knysta Baulsik

Name: Knysta Baulsik

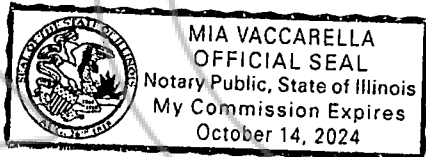
Title: Authorized Signatory

State of Illinois)
) ss.
County of Cook)

This instrument was acknowledged before me on July 1, 2022 (date)
by Knysta Baulsik (name(s) of person(s)) as Authorized Signatory of Minden APL
LLC, a Delaware limited liability company.

Mia Vaccarella

(Signature of notarial officer)



Title (and Rank): Administrative Asst.

(Seal, if any)

ACKNOWLEDGEMENT BY ISL

The undersigned acknowledges and agrees to the provisions of Sections 4(d)(vi) and 10 of this Declaration.

ISL:

Valage Minden, LLC
A Delaware limited liability company

By: Valage Minden Holdings, LLC
a Delaware limited liability company
its Manager

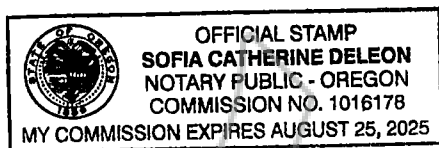
By: Valage Capital Partners Minden, LLC,
a Delaware limited liability company
its Managing Member

By: ISL Ventures, LLC,
a Nevada limited liability
company
its Administrative Manager

By: [Signature]
David Simon, President

State of OREGON)
) ss.
County of HOOD RIVER)

This instrument was acknowledged before me on 1 February 2023 (date)
by DAVID SIMON (name(s) of person(s)) as PRESIDENT of Valage Minden,
LLC, a Delaware limited liability company.



[Signature]
(Signature of notarial officer)

Title (and Rank): Notary Public

(Seal, if any)

MOB Lender Subordination

The undersigned, Beneficiary under that certain Deed of Trust, Security Agreement, and Financing Statement dated March 2, 2018, recorded March 13, 2018, as Instrument No. 2018-911483, Official Records, Douglas County, Nevada (as the same may have been or may be amended from time to time, the "Deed of Trust"), does hereby consent to the provisions contained in the within instrument, the Amended and Restated Declaration of Covenants, Restrictions and Easements, and does hereby agree that the lien and charge of said Deed of Trust shall be, and is hereby made, subordinate to, junior to and subject to said within instrument.

Date: _____, ²⁰²²
₂₀₂₃

Beneficiary:

NASSAU LIFE INSURANCE COMPANY,
a New York life insurance company,
f/k/a Phoenix Life Insurance company,
a New York life insurance company

By: Nassau CorAmerica LLC,
a Delaware limited liability company,
its attorney-in-fact

By: William M. Petuk
Name: William M. Petuk
Title: CEO & President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles) ss.

On 2-8-23 before me, Catherine Nuslein, Notary Public, personally appeared William M. Petuk, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Catherine Nuslein

Place Notary Seal Above

EXHIBIT A

Original SL Parcel

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

A portion of Adjusted Parcel 3 as shown on that certain Final Map LDA 07-023, for Minden Medical Mall, a commercial subdivision, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on April 22, 2009, in Book 409, 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, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on February 5, 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. $62^{\circ}37'27''$ W., 492.54 feet to a corner monumented with a $5/8''$ rebar with a 1.5" aluminum cap stamped PLS 9392;

THENCE N. $44^{\circ}44'12''$ E., 231.18 feet to a corner monumented with a $5/8''$ brass tag stamped PLS 9392, nailed into concrete;

THENCE N. $01^{\circ}13'11''$ E., 199.27 feet to a corner monumented with a $5/8''$ rebar with a 1.5" aluminum P stamped PLS 9392;

THENCE N. $88^{\circ}46'49''$ W., 145.07 feet to a corner monumented with a $5/8''$ brass tag stamped PLS 9392, nailed into concrete;

THENCE N. $01^{\circ}05'22''$ E., 176.44 feet to the POINT OF BEGINNING.

Document No. 2018-911478 is provided pursuant to the requirements of Section 6.NRS 111.312.

EXHIBIT B

Original MOB Parcel

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;

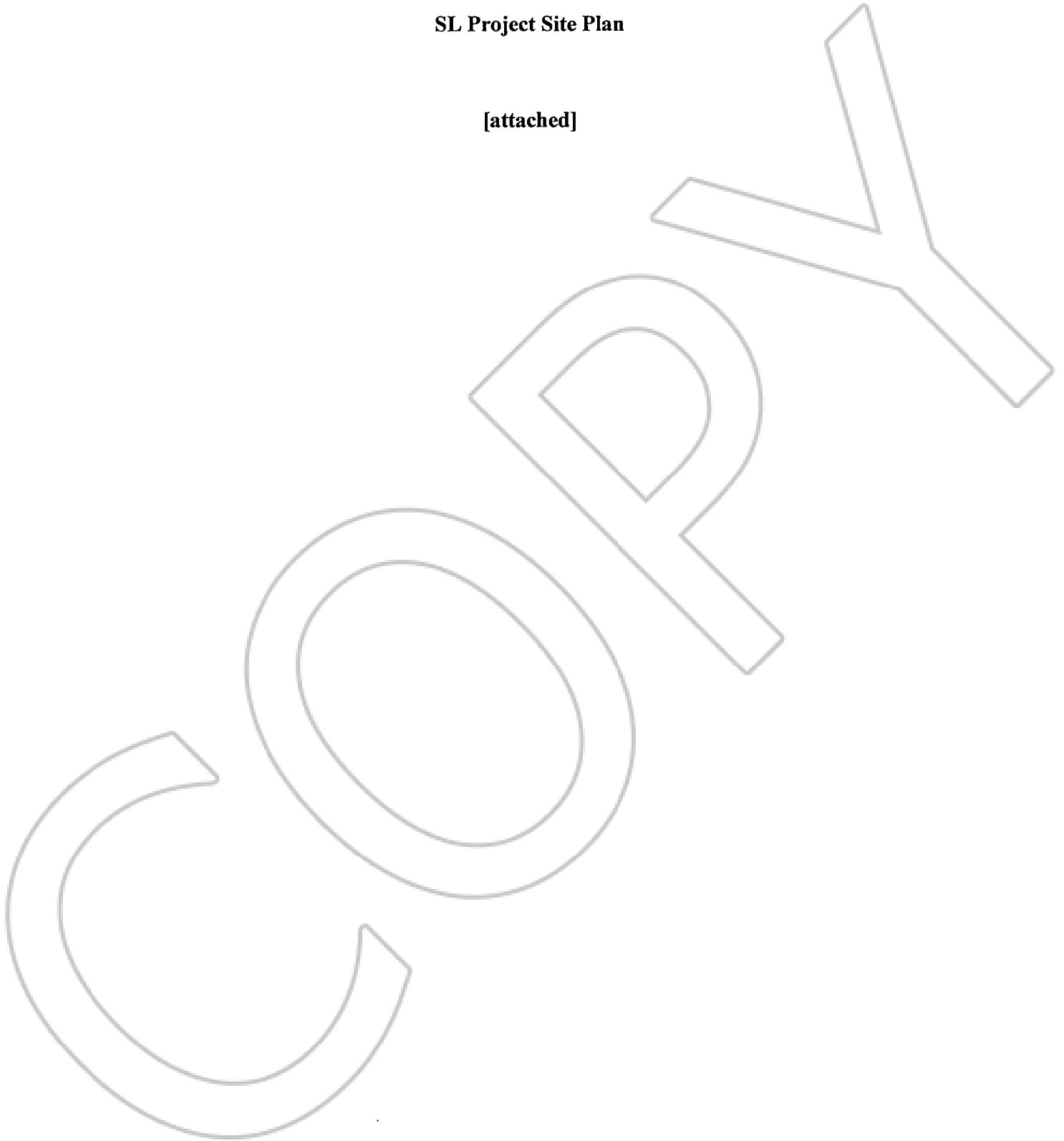
THENCE along the south line of said Adjusted Parcel 3, N. 62°37'27" W., 92.64 feet to a corner monumented with a 5/8" rebar with a 1" cap stamped PLS 6899;

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

Document No. 2018-911476 is provided pursuant to the requirements of Section 6.NRS 111.312.

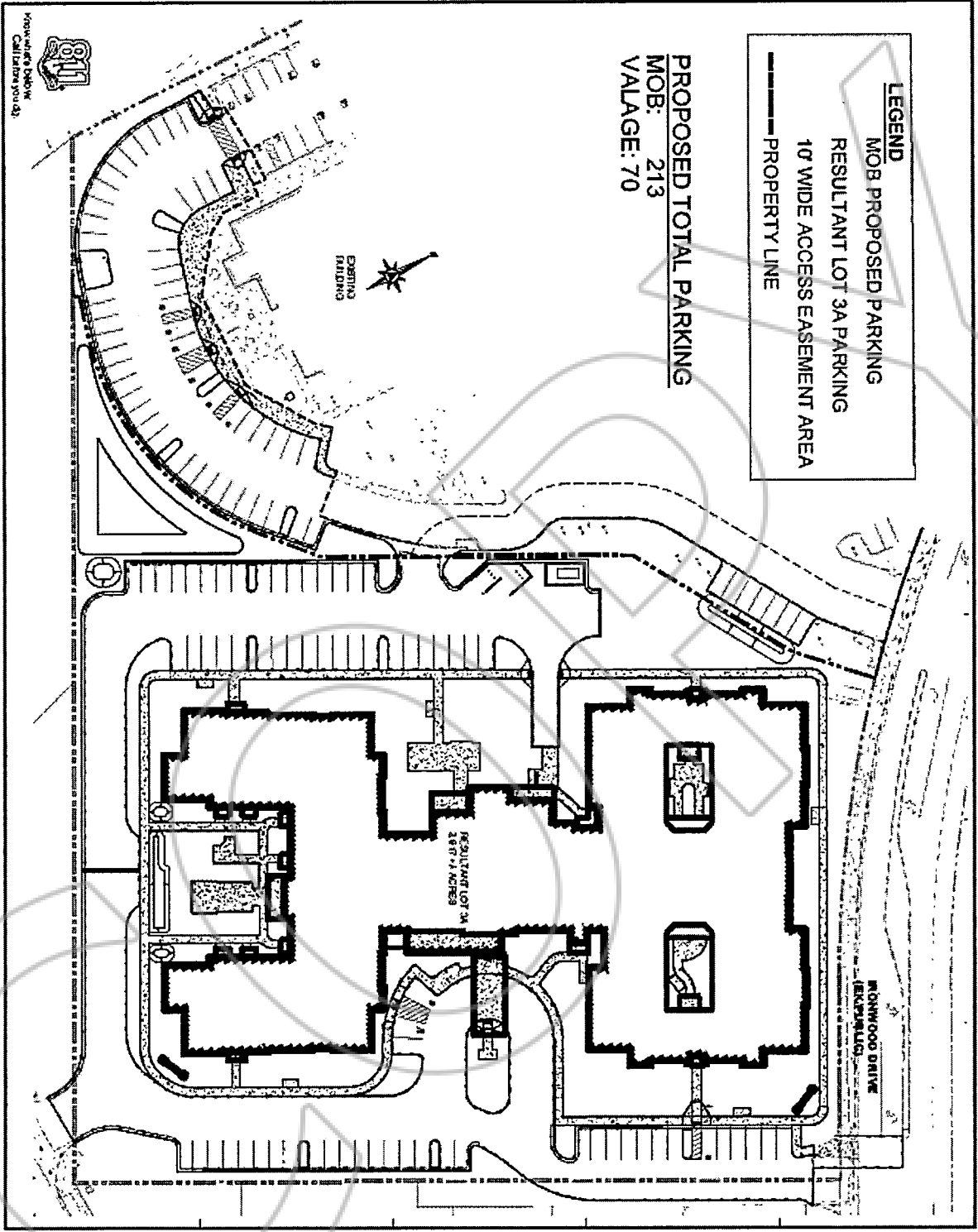
EXHIBIT C
SL Project Site Plan

[attached]



LEGEND
 MOB PROPOSED PARKING
 RESULTANT LOT 3A PARKING
 10' WIDE ACCESS EASEMENT AREA
 PROPERTY LINE

PROPOSED TOTAL PARKING
 MOB: 213
 VALAGE: 70

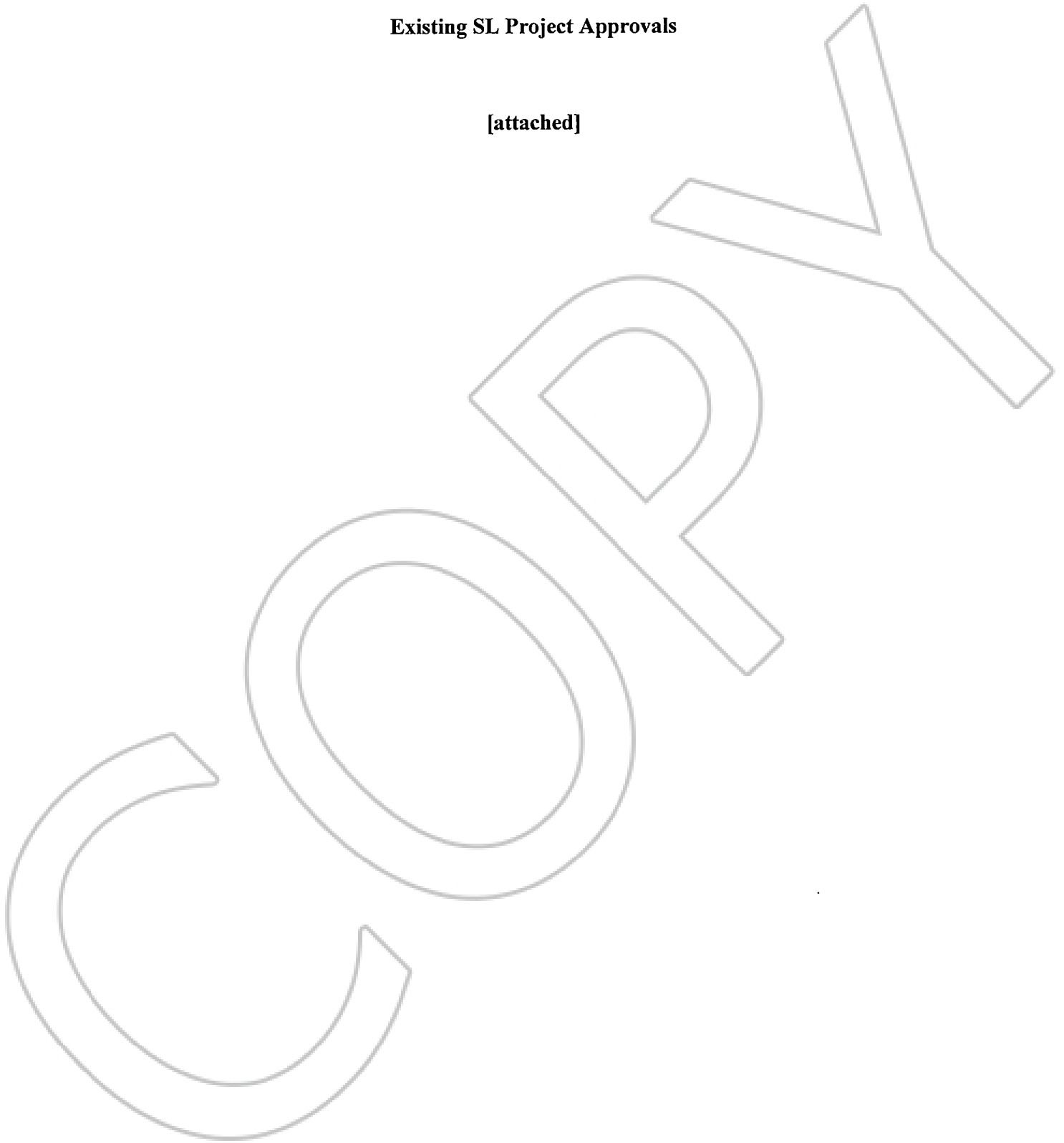


<p>PL ARCHITECTS 1111 1111</p>	<p>LUMOS ARCHITECTS 1111 1111</p>	<p>ISL VENTURES VALAGE SENIOR LIVING CARSON VALLEY MICOCA, NEVADA</p>	<p>CA 1.0 1111 1111</p>
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EXHIBIT D

Existing SL Project Approvals

[attached]





COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Tom Dallaire, P.E.
Community Development Director

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

Building Division
Engineering Division
Planning Division
Code Enforcement

February 10, 2021

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

RE: 2 year extension request for Special Use Permit (DA 17-004) and Major Variance (DA 17-003)
for CTH Minden LLC. APN 1320-30-613-002.

Dear Mr. Bianchi:

On February 9, 2021 the Douglas County Planning Commission approved (4 Ayes, 2 Nays, 1 absent) A t year extension request for Special Use Permit (DA 17-004) for a Senior Living Facility and Major Variance (DA 17-003) for building height located at 925 Ironwood Drive, in the Minden Community Plan Area (APN 1320-30-613-002).

During the hearing on February 9th, the Planning Commission approved the extension with the following conditions. Items highlighted in red were new conditions added with the current request.

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.

THE FOLLOWING CONDITIONS PERTAIN TO THE LIFE OF THE PROJECT:

3. 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.

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


4. The applicant shall obtain and maintain all applicable permits from federal, state, and local agencies.
5. 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.
6. The project shall be designed to comply with the 2020 Minden Design Standards.
7. No signs are approved for this project. The applicant shall submit a separate application for signage to the Community Development Department.
8. This approval shall expire on March 14, 2023 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 41 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 8 of DA 17-004).
3. The applicant shall comply with all applicable conditions of the March 1, 2017 recommendation of the Minden Town Board.

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

Sincerely,



Sam Booth, AICP
Deputy Director

cc: Mike Railey
Tim Russell
Micah Laack



COMMUNITY DEVELOPMENT
1594 Esmeralda Avenue, Minden, Nevada 89423

Tom Dallaire, P.E.
Community Development Director

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

Building Division
Engineering Division
Planning Division
Code Enforcement

June 1, 2021

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

RE: DP21-0084, Minor Modification to Design Review (DA 17-001) for an assisted living and memory care facility consisting of 88 units (APN 1320-30-613-002).

Dear Mr. Bianchi:

Douglas County Community Development has reviewed and conditionally approved the request for modifications to the approved Design Review (DA 17-001). The approved modifications include:

- A change from 90 independent living units and 40 assisted living units to 56 assisted living units and 32 memory care units.
- A reduction in the building height from 45 feet to 41 feet.
- A reduction in building square footage from 56,376 square feet to 53,830 square feet.
- A reduction in parking from 107 spaces to 70 spaces (no longer needing the approved Minor Variance for parking standards - DA17-002).

This approval is subject to the following conditions.

**THE FOLLOWING CONDITIONS APPLY TO MAJOR DESIGN REVIEW MODIFICATION
DP 21-0084:**

**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 comply with the conditions of approval, at the specified time, outlined in the approval letter for the Special Use Permit for the site (DA 17-004) which was extended by the Planning Commission on 2/9/2021.

**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):

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

- 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.

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 Minor Modification to an approved 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.

This is the final decision regarding your Minor Modification to an approved Design Review. Should you challenge any portion of this decision, you have until 3:00 PM, June 15, 2021, 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,



Sam Booth, AICP
Deputy Director

cc: Mike Railey
Tim Russell
Micah Laack

EXHIBIT E

INTENTIONALLY OMITTED

COPY

EXHIBIT F

Legal Description of SL Parcel

RESULTANT LOT 3A

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 Lots 3A and 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 as File No. 2018-910035, Official Records, more particularly described as follows:

BEGINNING at the easterly corner of said Lot 3A monumented with a 5/8" brass tag stamped PLS 17632 nailed into asphalt;

THENCE along the southeasterly line of said Lot 3A, S. 27°16'33" W., 455.06 feet to the southerly corner of said Lot 3A;

THENCE along the southwesterly line of said Lot 3A, N. 62°37'27" W., 30.00 feet;

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

THENCE northerly along the line between said Lot 3A and Lot 3B, N. 44°44'12" E., 4.36 feet;

THENCE S. 75°11'05" E., 23.16 feet;

THENCE northerly along a tangent curve to the left having a radius of 162.50 feet, an arc length of 162.17 feet, a delta of 57°10'51" and a chord that bears N. 76°13'30" E., 155.53 feet;

THENCE N. 47°38'04" E., 38.29 feet;

THENCE N. 27°16'33" E., 185.32 feet;

THENCE N. 58°23'11" E., 109.88 feet;

THENCE N. 45°16'34" E., 51.81 feet to the southerly right of way of Ironwood Drive;

THENCE southerly along said southerly line of Ironwood Drive along a curve to the left from a tangent that bears N. 48°34'38" W. having a radius of 715.76 feet, an arc length of 176.73 feet, a delta of 14°08'49" and a chord that bears S. 55°39'03" E., 176.28 feet to a corner monumented with a 5/8" brass tag stamped PLS 17632 nailed into concrete;

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

THENCE continuing along the southerly line of Ironwood Drive, S. 62°43'27" E., 50.00 feet to the **POINT OF BEGINNING**.

The above described Resultant Lot 3A contains 3.930 acres more or less.

Basis of bearing for this description is the above described Record of Survey for CTH MINDEN, LLC.

Prepared by:

Lumos & Associates, Inc.
Dean Neubauer, P.L.S. 9392
308 N. Curry Street, Suite 200
Carson City, NV 89703
JN: 6921.006

EXHIBIT G

Legal Description of MOB Parcel

RESULTANT LOT 3B

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 Lots 3A and 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 as File No. 2018-910035, Official Records, more particularly described as follows:

BEGINNING at the southwesterly corner of said Lot 3B, monumented with a 5/8" rebar with a 1" cap stamped PLS 6899;

THENCE along the westerly line of said Lot 3B, N. 00°59'49" E., 502.13 feet to the northwest corner of said Lot 3B, monumented with a 5/8" rebar with a 1" cap stamped PLS 17632;

THENCE along the north line of said Lot 3A and 3B, S. 89°00'27" E., 135.00 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 Lot 3A, N. 69°22'43" E., 173.43 feet to the northeast corner of said 3A and a corner monumented with a 5/8" brass tag stamped PLS 17632 nailed into asphalt;

THENCE southerly along the south right of way of Ironwood Drive along a curve to the left from a tangent that bears N. 20°37'18" W. having a radius of 715.76 feet, an arc length of 349.23 feet, a delta of 27°57'21" and a chord that bears S. 34°35'58" E., 345.78 feet;

THENCE leaving said right of way line, S. 45°16'34" W., 51.81 feet;

THENCE S. 58°23'11" W., 109.88 feet;

THENCE S. 27°16'33" W., 185.32 feet;

THENCE S. 47°38'04" W., 38.29 feet;

THENCE southerly along a tangent curve to the right having a radius of 162.50 feet, an

arc length of 162.17 feet, a delta of $57^{\circ}10'51''$ and a chord that bears $S. 76^{\circ}13'30'' W.$, 155.53 feet;

THENCE $N. 75^{\circ}11'06'' W.$, 23.16 feet to the common line between said Lot 3A and 3B;

THENCE southerly along said common line between Lot 3A and Lot 3B, $S. 44^{\circ}44'12'' W.$, 4.36 feet to the southerly common corner of said Lot 3A and Lot 3B, monumented with a $5/8''$ rebar with a 1.5" aluminum cap stamped PLS 9392;

THENCE along the southwesterly line of said Lot 3B, $N. 62^{\circ}37'27'' W.$, 92.64 feet to the **POINT OF BEGINNING**.

The above described Resultant Lot 3B contains 4.690 acres more or less.

Basis of bearing for this description is the above described Record of Survey for CTH MINDEN, LLC.

Prepared by:

Lumos & Associates, Inc.
Dean Neubauer, P.L.S. 9392
308 N. Curry Street, Suite 200
Carson City, NV 89703
JN: 6921.006

EXHIBIT H

Form of Existing Lender Subordination

The undersigned, _____, Beneficiary under that certain Deed of Trust, or party to that certain other instrument, recorded _____, as Instrument No. _____, Official Records, Douglas County, Nevada, does hereby consent to the provisions contained in the within instrument, the Amended and Restated Declaration of Covenants, Restrictions and Easements, and all amendments thereto, and does hereby agree that the lien and charge of said Deed of Trust or other instrument shall be, and is hereby made, subordinate to, junior to and subject to said within instrument and all amendments thereto and the entire effect thereof.

Date: _____

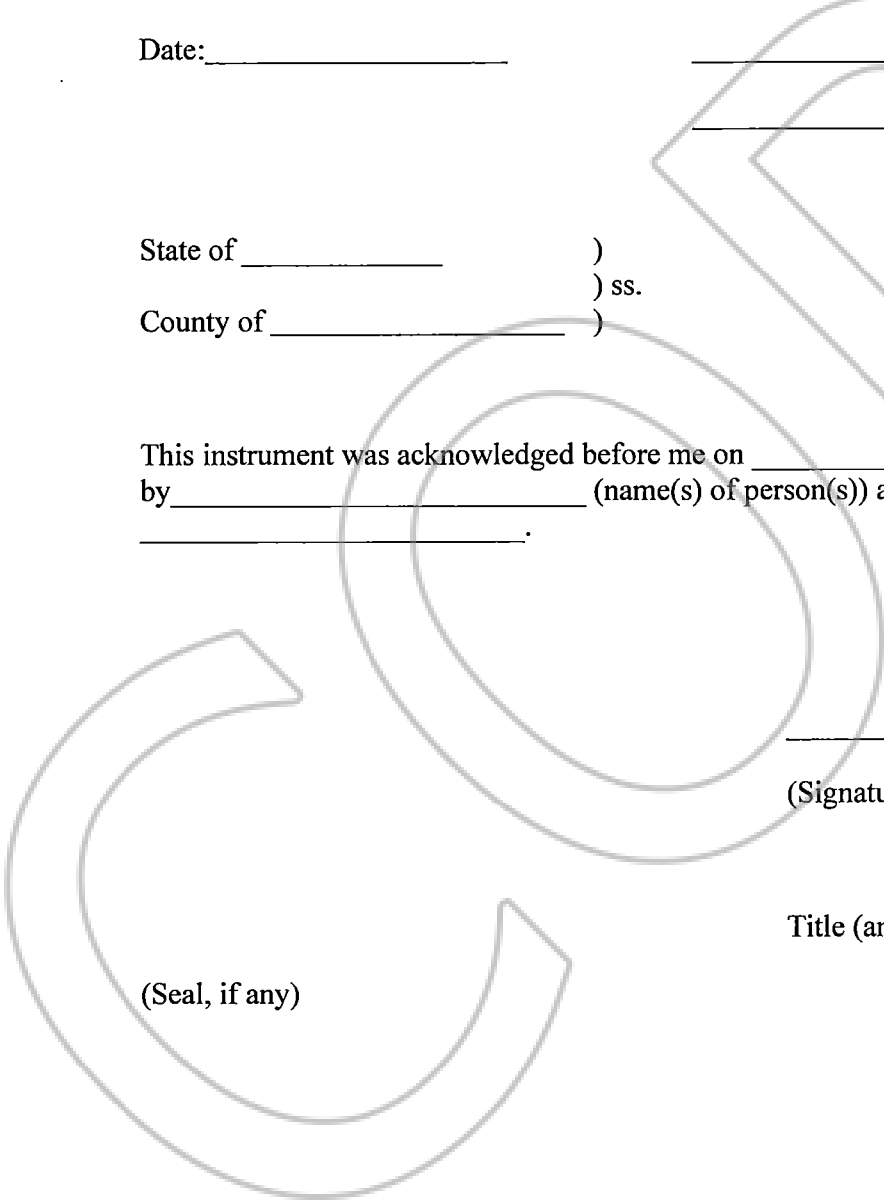
State of _____)
) ss.
County of _____)

This instrument was acknowledged before me on _____ (date)
by _____ (name(s) of person(s)) as _____ of _____.

(Signature of notarial officer)

Title (and Rank): _____

(Seal, if any)





Douglas County Recorder's Office

Karen Ellison, Recorder

<http://recorder.co.douglas.nv.us>

kellison@co.douglas.nv.us

(775) 782-9027

LEGIBILITY NOTICE

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties right may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.

Shelly Saltz
Signature

2/10/2023
Date

SHELLY SALTZ
Printed Name

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

Main phone (775) 782-9025 - FAX (775) 783-6413