

APN: 1320-30-613-004



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SHAWNYNE GARREN, RECORDER

Recording Requested by and  
Return Recorded Original to:  
Digital Technology Solutions, Inc.  
d/b/a DTS Fiber  
1625 Highway 88, Suite 404  
Minden, Nevada 89423

The undersigned hereby affirms that this document,  
including any exhibits, submitted for recording does not  
contain the social security number of any person or  
persons. (N.R.S. Chapter 239)

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**GRANT OF UTILITY EASEMENT**

THIS INDENTURE is made this 27 day of July, 2023, between VALAGE MINDEN, LLC, a Delaware limited liability company (“GRANTOR”), and DIGITAL TECHNOLOGY SOLUTIONS, INC., d/b/a/ DTS FIBER (“GRANTEE”). The GRANTOR for good and valuable consideration, the receipt of which is acknowledged does hereby grant and convey, subject to all matters of public record, a perpetual and permanent non-exclusive utility easement (“Easement Area”), which is an interest in land, unto GRANTEE across, upon, over, though and under a strip of land more particularly described in the description attached as Exhibit “A” and graphically depicted on Exhibit “B” both of which are incorporated herein, for ingress, egress, construction, maintenance, operation, repair or replacement of telecommunication lines, conduit & facilities related to providing utility internet services.

All rights, duties and obligations granted by this Grant of Utility Easement shall run with the land and shall be binding upon GRANTOR, its successors, agents and assigns forever.

GRANTOR covenants for the benefit of GRANTEE, its successors, and assigns, that no building or structure will be constructed or placed on or within Easement Area without the prior written consent of GRANTEE. GRANTOR retains, for GRANTOR’S benefit, the right to maintain, use, and otherwise landscape the Easement Area for GRANTOR’S own purposes provided, however, that no use will interfere with, and will be in all respects consistent with, the GRANTEE’S rights herein and all state, federal, and local regulations.

GRANTOR hereby represents that this Grant of Utility Easement has been duly executed and constitutes a valid, binding, and enforceable obligation.


**GRANTOR**

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 Manager

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

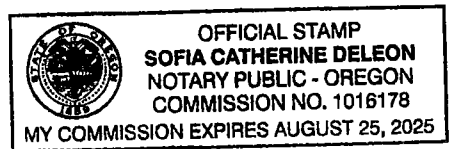
  
By: David Simon  
Its: President

STATE OF OREGON )  
 ) ss.  
COUNTY OF HOOD RIVER )

This Instrument was acknowledged before me on 27 JULY, 2023 by David Simon as President of ISL Ventures, LLC.

WITNESS my hand and official seal.

By:   
Notary Public



## **Rider to Grant of Utility Easement**

(Valage Minden LLC to Digital Technology Solutions)

Grantee acknowledges Grantor will develop and operate a senior living project (the "Project") on Grantor's property. In the exercise of any rights granted to Grantee pursuant to this Grant of Utility Easement, Grantee shall provide Grantor written notice at least 48 hours in advance of any construction, repair or replacement activities pursuant to this easement (except in the case of emergencies) and shall conduct such activities in a way that does not obstruct or prevent vehicular access through Grantor's property. Grantee shall limit its access, ingress and egress to the minimum area necessary to install, maintain, repair or remove the telecommunications lines, conduit and facilities related to providing utility internet services, and otherwise enjoy the use of the Easement Area and exercise its rights or perform its obligations pursuant to this Grant of Utility Easement. Grantee shall use reasonable efforts not to interfere with Grantor's operations on or with the use and enjoyment of Grantor's property by Grantor's residents, customers, agents and invitees. Grantee agrees to protect and indemnify Grantor and Grantor's residents, customers, agents and invitees, and hold such parties harmless, from and against any and all losses, costs, damages and expenses occasioned by, or arising out of, any accident or other occurrence or series of occurrences causing or inflicting injury and/or damage to Grantor's property, or any person or property, in, upon or about Grantor's property arising out of or resulting from the negligence or willful misconduct of the Grantee or its contractors, employees or agents in connection with the Grantee's use of the easement. Grantee shall restore the Easement Area to its original condition which may be disturbed or damaged in the installation, repair, maintenance, or replacement of the telecommunications lines, conduit and facilities related to providing utility internet services.

All improvements placed within the Easement Area by the Grantee pursuant to this easement shall be the property of the Grantee and the Grantee shall be responsible for the maintenance, repair and replacement of any such improvements.

The provisions set forth in this Rider to Grant of Utility Easement modify, supplement, and amend the terms of the Grant of Utility Easement and will prevail in the event of conflict or inconsistency between the terms of this Rider and the terms of the Grant of Utility Easement. Capitalized terms used and not defined in this Rider have the respective meanings set forth in the Grant of Utility Easement.

**EXHIBIT "A"**

06/23/23  
Rev: 07/11/23  
Page 1 of 1

**DESCRIPTION  
UTILITY EASEMENT  
(OVER APN 1320-30-613-004)**

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

A 10-foot (10') wide strip of land for utility easement purposes located within Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, further described as follows:

COMMENCING at the most northerly corner of Resultant Lot 3A per the Record of Survey in Support of a Boundary Line Adjustment for CTH Minden, LLC and Minden APL MP, LLC filed for record February 27, 2023 in the office of Recorder, Douglas County, Nevada as Document No. 994292, said point also falling on the southerly line of Ironwood Drive;

thence South 07°36'25" West, 208.96 feet to a point on the outside face of the building under construction, the POINT OF BEGINNING;

thence along said outside face of building, South 27°22'33" West, 10.00 feet;

thence leaving said outside face of building, North 62°37'27" West, 28.40 feet;

thence North 42°36'11" West, 75.24 feet;

thence South 27°16'33" West, 280.39 feet;

thence South 62°37'27" East, 318.94 feet to a point on the westerly line of an existing 5-foot (5') public utility easement;

thence along said westerly line of an existing 5-foot (5') public utility easement, South 27°16'33" West, 10.00 feet to a point on the northerly line of said existing 5-foot (5') public utility easement;

thence along said northerly line of an existing 5-foot (5') public utility easement, North 62°37'27" West, 328.94 feet;

thence leaving said northerly line, North 27°16'33" East, 318.27 feet;

thence South 62°37'27" East, 10.00 feet;

thence South 27°16'33" West, 17.23 feet;

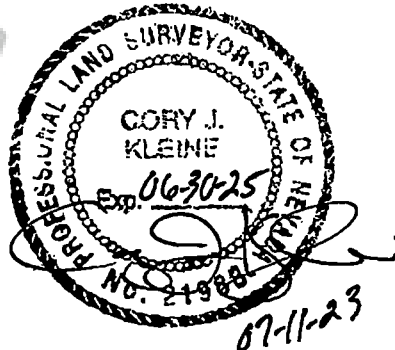
thence South 42°36'11" East, 77.14 feet;

thence South 62°37'27" East, 26.63 feet to the POINT OF BEGINNING, containing 7,409 square feet, more or less.

The basis of bearing for this description is identical to the Record of Survey in Support of a Boundary Line Adjustment for CTH Minden, LLC and Minden APL MP, LLC filed for record February 27, 2023 in said office of Recorder as Document No. 994292.

Description prepared by:

Cory J. Kleine, P.L.S.  
Professional Land Surveyor  
PO Box 551  
Wellington, NV 89444



SCALE: 1" = 80'



NORTH

APN  
1320-30-613-005  
MINDEN APL  
MP, LLC

IRONWOOD DRIVE

S07°36'25"W 208.96' (TIE)

APN 1320-30-613-004  
VALAGE MINDEN, LLC  
(LOT 3A, DOC. NO. 994292)

PROPOSED 10'  
UTILITY EASEMENT  
(HATCHED AREA)  
7,409 SF

POINT OF  
BEGINNING

5' P.U.E.  
PER DOC.  
NO. 741788

5' P.U.E.  
PER DOC.  
NO. 741788

10.00'

*\*\*NO ATTEMPT HAS  
BEEN MADE TO SHOW  
ALL EASEMENTS OF  
RECORD\*\**

5' P.U.E.  
PER DOC.  
NO. 950829

7.5' P.U.E. PER  
DOC. NO. 950830

SANTA ANITA AVENUE

PREPARED BY:  
CORY J. KLEINE, P.L.S.  
PROFESSIONAL LAND SURVEYOR  
PO BOX 551  
WELLINGTON, NV 89444  
CJ.KLEINE@CLOUD.COM



**EXHIBIT 'B'**  
**10' UTILITY EASEMENT**  
(OVER APN 1320-30-613-004)  
DOUGLAS COUNTY, NEVADA