

27-

1320-30-802-008
1320-30-802-001
1320-30-701-012

Assessor's Parcel Number: _____

Recording Requested By:

Name: R.O. Anderson Eng

✓ Address: 1603 Esmeralda Ave

City/State/Zip Minden, NV 89423

Real Property Transfer Tax: n/a

DOC # 0720793
04/03/2008 10:19 AM Deputy: SD
OFFICIAL RECORD
Requested By:
R.O. ANDERSON ENGINEERING,
INC
Douglas County - NV
Werner Christen - Recorder
Page: 1 OF 14 Fee: 27.00
BK-0408 PG- 856 RPTT: 0.00



Easement Agreement
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

C:\bc docs\Cover page for recording

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made as of this 1ST day of April, 2008, between MINDEN GATEWAY CENTER, LLC, a Nevada limited liability company ("MGC") and HELLWINKEL FAMILY LLC, a Nevada limited liability company ("HELLWINKEL").

WHEREAS, MGC is the owner of certain real property located in Douglas County, Nevada, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("MGC Parcel"); and

WHEREAS, HELLWINKEL is the owner of certain real located in Douglas County, Nevada, immediately adjacent to the the MGC Parcel, and as more particularly described on Exhibit "B", attached hereto and incorporated herein by this reference ("HELLWINKEL Parcel"); and

WHEREAS, MGC and HELLWINKEL desire to provide for a slope easement on the HELLWINKEL Parcel for the benefit of the MGC Parcel and also establish certain reciprocal access easements over and across certain areas of the MGC Parcel and HELLWINKEL Parcel in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the mutual benefits to be derived herefrom, the parties hereby agree as follows:

1. SLOPE AND DRAINAGE EASEMENT. HELLWINKEL agrees to grant and convey to MGC its successors and assigns, a non-exclusive easement for a fill slope and drainage along the western boundary of the HELLWINKEL Parcel, in the configuration and location set forth on the attached Exhibits "C-1" and "C-2" attached hereto. MGC agrees that upon its use of the slope easement provided for herein, the existing fence currently located on the common property line will be relocated to the toe of the new fill slope. MGC will be responsible for the removal of any other improvements or structures impacted by MGC's use of the slope and drainage easement. The parties agree to cooperate with regard to all construction activities related to this slope and drainage

easement and MGC shall ensure that any livestock located on the HELLWINKEL Parcel is retained on the HELLWINKEL Parcel during the period of any construction activity. This grant of easement is conditioned upon recordation of the reciprocal access easements and other matters provided for hereinbelow.

2 RECIPROCAL ACCESS EASEMENTS. The parties hereby agree to grant to each other a mutual, reciprocal and nonexclusive easement, right and privilege of passage and use, both pedestrian and vehicular, for ingress and egress, in a minimum width of 25 feet, to and from the roadways adjoining the MGC Parcel and/or the HELLWINKEL Parcel and between the business establishments occupying said Parcels in, to, upon, through and over the paved areas (as such may exist from time to time) within said Parcels. The access easement across the MGC Parcel shall be granted simultaneously with HELLWINKEL's conveyance of the slope easement provided for above. The access easement across the HELLWINKEL Parcel shall be granted at such time as the HELLWINKEL Parcel is developed for a commercial use or otherwise improved, but no later than the issuance of a notice of completion of site work on the HELLWINKEL Parcel.

The easements, rights and privileges to be granted shall be for the benefit of and be restricted solely to the owner or owners from time to time of all or any portion of said Parcels, but such owner or owners may grant the benefit of such easements, rights and privileges to its tenants, franchisees, or affiliates, now or hereafter occupying a building or portions thereof on said Parcels for the period of such tenancy, and to the customers, employees and business invitees of said owner or owners and tenants, franchisees or affiliates; provided, however, the same is not intended, and shall not be construed as creating, any rights in and for the benefit of the general public.

The parties agree that no barriers, fences, curbs, walls, ditches, barricades or other structures or obstacles will be erected on or anywhere within the Parcels so as to unreasonably burden or interfere with, impede, slow, divert or in any way prevent vehicular and pedestrian traffic from freely passing within, through or across the paved areas (as such may exist from time to time) to the respective adjoining roadways. Notwithstanding anything to the contrary contained herein,

this Agreement shall not be interpreted to prohibit: (1) additional development and/or relocation of businesses and/or structures on, or use of said Parcels from time to time; or (ii) the alteration or reduction of paved driveways at any time on said Parcels; in each case so long as reasonable access is maintained through said Parcels to the the roadways adjoining said Parcels.

In addition to the reciprocal access easements provided for above, HELLWINKEL agrees to provide MGC with a non-exclusive easement for parking over the northwest corner of the HELLWINKEL Parcel as depicted on Exhibits "D-1" and "D-2" and described as "parking easement." This parking easement may be abandoned in the future in the event that HELLWINKEL chooses the location of this parking easement as an access point as provided for in Paragraph 3 below.

3. ACCESS POINTS. For purposes of utilizing the reciprocal access easements provided for above, MGC agrees to allow HELLWINKEL access, at least twenty five (25) feet in width, to the MGC parcel in at least two (2) locations. HELLWINKEL agrees that upon the development and improvement of the HELLWINKEL Parcel, but no later than the issuance of a notice of completion of site work on the HELLWINKEL Parcel, HELLWINKEL will improve the southerly access point as depicted on Exhibit "C-2" attached hereto and incorporated herein by this reference, allowing ingress and egress from that point across the HELLWINKEL Parcel to County Road. In addition HELLWINKEL shall have the option of improving an additional access point along the boundary of the Parcels. In the event that HELLWINKEL chooses to improve an additional access point between the Parcels, HELLWINKEL agrees to do so in such a way as to minimize the impact to improvements on the MGC parcel. Improvement of such an additional access point shall not result in the net loss of more than two (2) parking spaces on the MGC Parcel. HELLWINKEL shall be responsible for any and all costs associated with the improvement of either or both of the two access points provided for herein.

4. FUTURE PARKING. At the time the HELLWINKEL Parcel is developed or otherwise improved, the parties agree to cooperate with regard to parking along the boundary of

the Parcels. Specifically, MGC agrees that, with the consent of Douglas County and the Town of Minden, it will provide HELLWINKEL with an easement for parking over that portion of the MGC parcel adjacent to the HELLWINKEL property described as a landscaping buffer on Exhibit "D-2."

In the event that HELLWINKEL chooses to utilize said landscaping buffer area for parking, the parties will cooperate in the design of such parking for the purpose of ensuring compatibility with the adjacent parking on the MGC Parcel as depicted on Exhibit "C-2."

5. MAINTENANCE. Each respective Parcel owner shall be responsible for maintaining, in a good state of repair, consistent with the uses as contemplated herein, the improvements installed or constructed by the respective owner.

6. FURTHER ASSURANCE: From time to time on and after the date of this Agreement, the parties hereto shall deliver or cause to be delivered such further documents and instruments, including easement deeds, and shall do and cause to be done such further acts as shall be reasonably requested to carry out more effectively the provisions and purposes of this Agreement, to evidence compliance herewith or to assure themselves that they are protected in acting hereunder.

7. ENTIRE AGREEMENT: This Agreement contains the entire understanding and agreement between the parties and shall supersede all prior correspondence, agreements and understandings, both verbal and written. This Agreement may not be modified, extended, or any covenant or provision waived, except by an instrument in writing, signed by the parties hereto.

8. ATTORNEYS' FEES: In the event of a dispute to enforce any of the terms or provisions of this Agreement, the prevailing party shall be entitled to attorneys' fees as a part of its recovery or judgment in such action.

9. HOLD HARMLESS: Each of the parties hereto agree to, and shall hold, indemnify and defend the other, its officers, agents, and employees harmless from any and all liability, claims, loss, costs or expenses resulting from said party's, contractors' subcontractors', agents', or employees' construction, installation, maintenance, repair, operations or other activities under this Agreement or in any way related to the subject of this Agreement.

10. DISPUTE RESOLUTION: If a dispute between the parties arises with respect to the rights or obligations under this Agreement, or as a result of this Agreement, and such dispute cannot be resolved in an informal fashion, the parties shall submit their dispute to arbitration before a single arbitrator in accordance with the rules of arbitration of the State of Nevada. The parties agree that such arbitration shall be held in Douglas County, Nevada. The decision of the Arbitrator shall be final and binding upon the parties, and may be enforced by any court having jurisdiction therefor. Each party shall bear its own costs, including attorney's fees, and shall share equally in the arbitration costs and fees, unless otherwise assessed by the arbitrator. The prevailing party in any dispute shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief awarded. The parties hereby specifically waive their right to file any action at law or in equity arising from any implementation, interpretation or performance of this agreement or the subject of this agreement except as specifically provided herein. This provision requiring arbitration constitutes a specific waiver of the right to trial by jury or to proceed in any Nevada or Federal District Court or in the courts of any other state, except with respect to the right to seek enforcement of or compliance with this agreement to submit to arbitration.

11. SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties with respect to ownership of the MGC Parcel and the HELLWINKEL Parcel..

12. TIME OF THE ESSENCE/GENDER: Time is of the essence of this Agreement. Whenever the context so requires, the use of any gender shall be applicable to all genders, the singular number shall include the plural, and the plural the singular.

13. NO WAIVER: The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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

the day and year first above written.

MGC:

HELLWINKEL:

MINDEN GATEWAY CENTER, LLC,
a Nevada limited liability company

HELLWINKEL FAMILY LLC,
a Nevada limited liability company

By: Jeff Lowden
Jeff Lowden
Manager

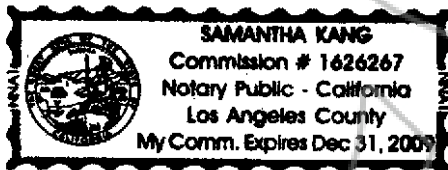
By: Robert D. Hellwinkel
Robert D. Hellwinkel
Manager

By: Marlena N. Hellwinkel
Marlena N. Hellwinkel
Manager

CAUTORNIA
STATE OF NEVADA)
: ss.
COUNTY of Los Angeles.

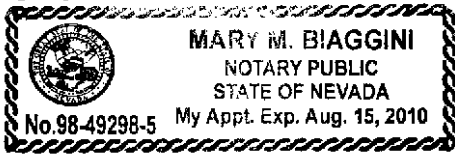
On APR 1, 2008, personally appeared before me, a notary public, Jeff Lowden, ~~personally known~~ (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the Manager of MINDEN GATEWAY CENTER, LLC, a Nevada limited liability company, and who further acknowledged to me that he executed the foregoing Easement Agreement on behalf of said company.

Samantha Kang
NOTARY PUBLIC



STATE OF NEVADA)
Douglas County) : ss.

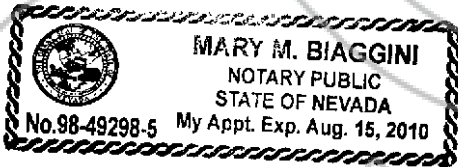
On March 31, 2008, personally appeared before me, a notary public, Robert D. Hellwinkel, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the Manager of HELLWINKEL FAMILY LLC, a Nevada limited liability company, and who further acknowledged to me that he executed the foregoing Easement Agreement on behalf of said company.



Mary M. Biaggini
NOTARY PUBLIC

STATE OF NEVADA)
Douglas County) : ss.

On March 31, 2008, personally appeared before me, a notary public, Marlena N. Hellwinkel, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the Manger of HELLWINKEL FAMILY LLC, a Nevada limited liability company, and who further acknowledged to me that she executed the foregoing Easement Agreement on behalf of said company.



Mary M. Biaggini
NOTARY PUBLIC

EXHIBIT A

**DESCRIPTION
(A.P.N.S 1320-30-802-001 AND 1320-30-701-012)**

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

Two parcels of land, located within a portion of the Southeast one-quarter of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

PARCEL 1 (1320-30-802-001):

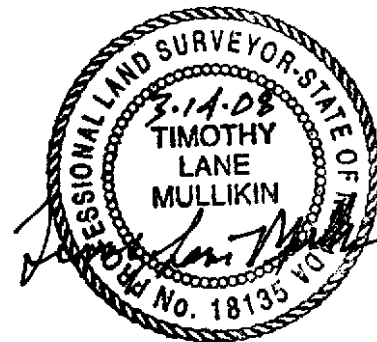
That land described as Parcel 1 in Legal Description No. 6 in the Corporation Grant, Bargain, Sale deed recorded August 15, 2007 in the office of Recorder, Douglas County, Nevada as Document No. 0707570.

PARCEL 2 (1320-30-701-012):

That land as shown as Tract "E" on the Record of Survey to Accompany Lot Line Adjustment for Minden Properties, Inc. recorded May 17, 1991 in the office of Recorder, Douglas County, Nevada as Document No. 250947.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: R.O. Anderson Engineering, Inc.
P.O. Box 2229
Minden, Nevada 89423



EYD 12-31-09

EXHIBIT B

**DESCRIPTION
(A.P.N. 1320-30-802-008)**

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

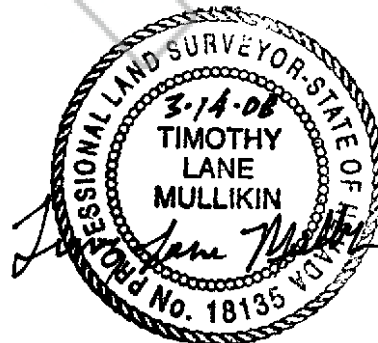
A parcel of land, located within a portion of the Southeast one-quarter of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

(1320-30-802-008):

That land shown as Adjusted A.P.N. 25-050-11 on the Record of Survey to Support a Boundary Line Adjustment for Eagle Valley Construction Company, Donald F. and Marlena N. Hellwinkel and Daniel R. Hellwinkel recorded November 18, 1994 in the office of Recorder, Douglas County, Nevada as Document No. 350953.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: R.O. Anderson Engineering, Inc.
P.O. Box 2229
Minden, Nevada 89423



EXP 12-31-09

EXHIBIT C-1

**DESCRIPTION
SLOPE AND DRAINAGE EASEMENT
ACROSS A.P.N. 1320-30-802-008**

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

A strip of land for slope and drainage easement purposes, located within a portion of the Southeast one-quarter of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northwest corner of the parcel shown as Adjusted A.P.N. 25-050-11 on the Record of Survey to Support a Boundary Line Adjustment for Eagle Valley Construction Company, Donald F. and Marlena N. Hellwinkel and Daniel R. Hellwinkel recorded November 18, 1994 in the office of Recorder, Douglas County, Nevada as Document No. 350953, the POINT OF BEGINNING;

thence along the north line of said parcel, South 64°42'46" East, 37.38 feet;

thence South 26°03'41" West, 43.59 feet;

thence South 00°22'11" West, 352.31 feet to the south line of said parcel;

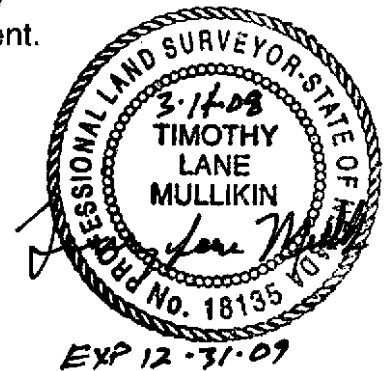
thence along said south line, North 63°56'19" West, 16.65 feet to the west line of said parcel;

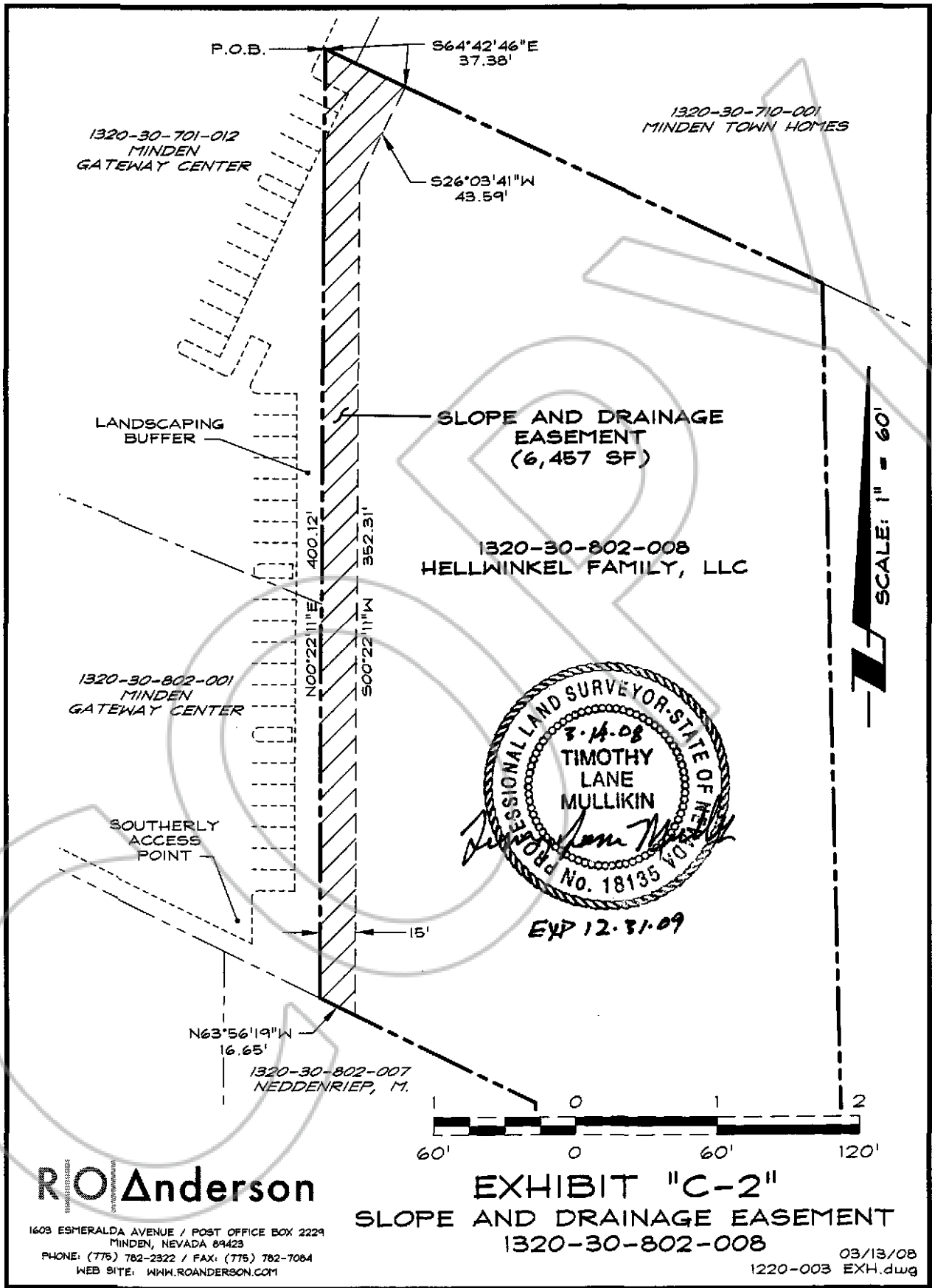
thence along said west line, North 00°22'11" East, 400.12 feet to the POINT OF BEGINNING, containing 6,457 square feet (0.14 acres), more or less, and as shown on Exhibit "C-2".

The Basis of Bearing is the Record of Survey for MacDaddy, LLC, Maddax, LLC, Double DJ 1, LLC, Robert P. Anderson, Pisciotta Family Trust, Dennis & Jolie McDuffee recorded January 31, 2007 in the office of Recorder, Douglas County, Nevada as Document No. 694124.

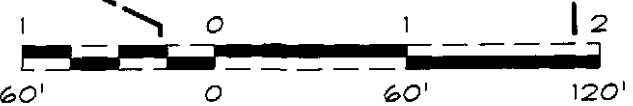
Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: R.O. Anderson Engineering, Inc.
P.O. Box 2229
Minden, Nevada 89423





SCALE: 1" = 60'



RO Anderson

1603 ESHERALDA AVENUE / POST OFFICE BOX 2229
 MINDEN, NEVADA 89423
 PHONE: (775) 782-2322 / FAX: (775) 782-7064
 WEB SITE: WWW.ROANDERSON.COM

EXHIBIT "C-2"
SLOPE AND DRAINAGE EASEMENT
1320-30-802-008

03/13/08
 1220-003 EXH.dwg

EXHIBIT D-1
DESCRIPTION
PARKING EASEMENT
ACROSS A.P.N. 1320-30-802-008

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

A triangle of land for parking easement purposes, located within a portion of the Southeast one-quarter of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northwest corner of the parcel shown as Adjusted A.P.N. 25-050-11 on the Record of Survey to Support a Boundary Line Adjustment for Eagle Valley Construction Company, Donald F. and Marlena N. Hellwinkel and Daniel R. Hellwinkel recorded November 18, 1994 in the office of Recorder, Douglas County, Nevada as Document No. 350953, the POINT OF BEGINNING;

thence along the north line of said parcel, South 64°42'46" East, 22.37 feet;

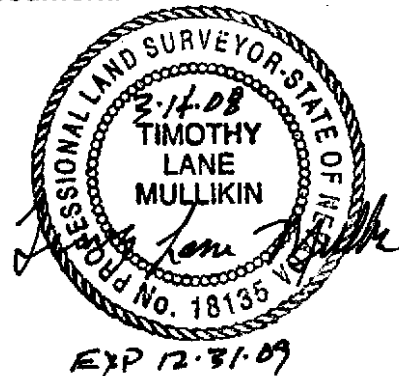
thence South 26°03'41" West, 46.80 feet to the west line of said parcel;

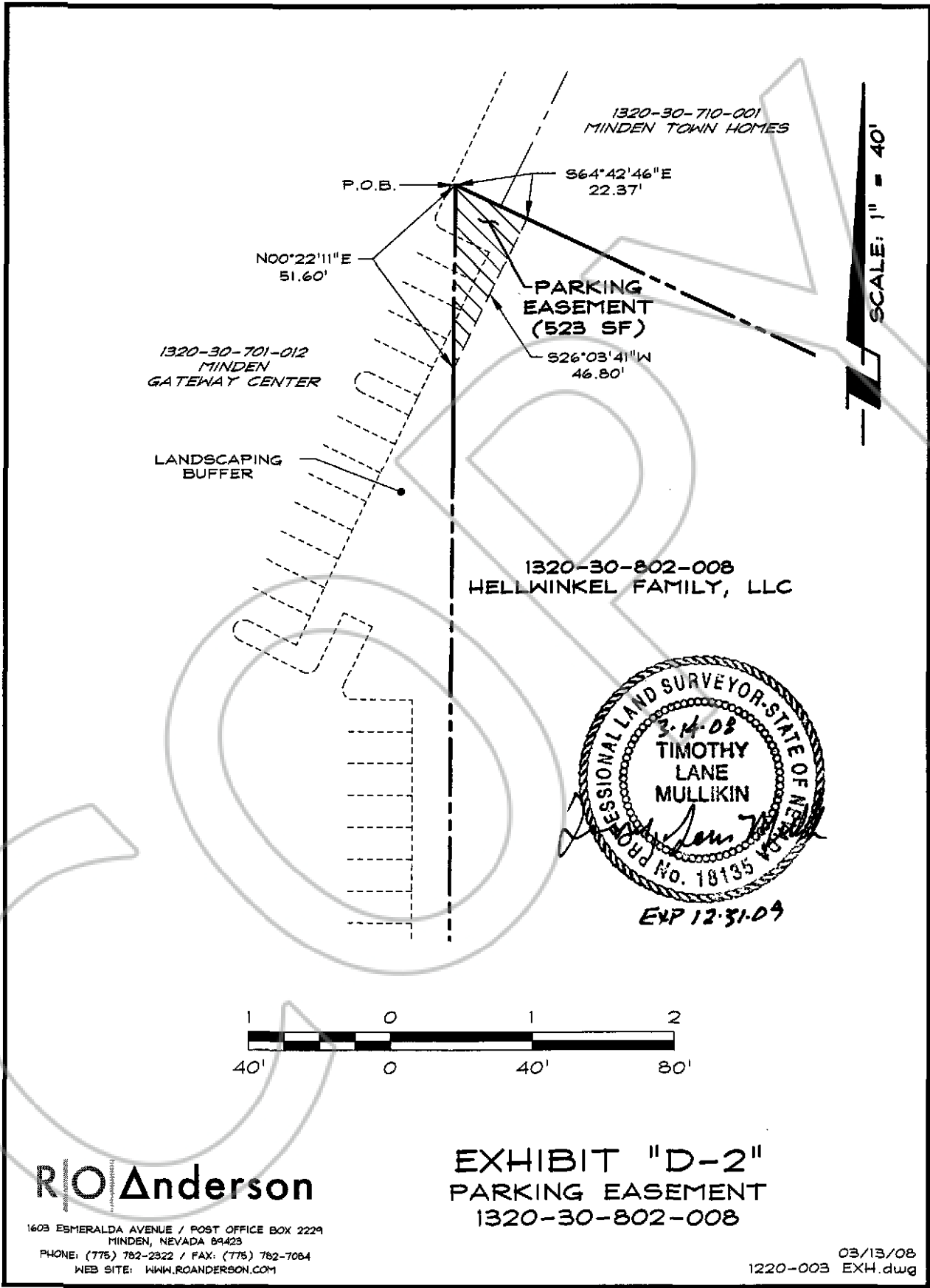
thence along said west line, North 00°22'11" East, 51.60 feet to the POINT OF BEGINNING, containing 523 square feet (0.01 acres), more or less, and as shown on Exhibit "D-2".

The Basis of Bearing is the Record of Survey for MacDaddy, LLC, Maddax, LLC, Double DJ 1, LLC, Robert P. Anderson, Pisciotta Family Trust, Dennis & Jolie McDuffee recorded January 31, 2007 in the office of Recorder, Douglas County, Nevada as Document No. 694124.

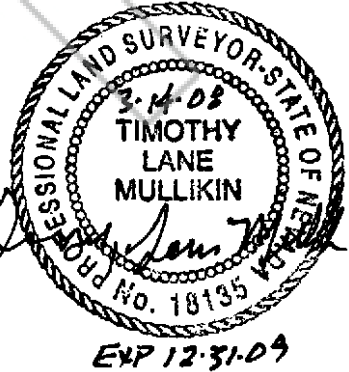
Note: Refer this description to your title company before incorporating into any legal document.

Prepared by: R.O. Anderson Engineering, Inc.
P.O. Box 2229
Minden, Nevada 89423





SCALE: 1" = 40'



ROAnderson

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 WEB SITE: WWW.ROANDERSON.COM

EXHIBIT "D-2"
PARKING EASEMENT
1320-30-802-008

03/13/08
 1220-003 EXH.dwg