

Doc Number: **0820984**

04/02/2013 08:25 AM

OFFICIAL RECORDS

Requested By:
HELLWINKEL FAMILY LLC

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 7 Fee: \$ 20.00
Bk: 0413 Pg: 364



Deputy: ar

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
HELLWINKEL FAMILY LLC,
a Nevada limited liability company
c/o JAMES R. CAVILIA, ESQ.
ALLISON, MacKENZIE, PAVLAKIS,
WRIGHT & FAGAN, LTD.
P.O. Box 646
Carson City, NV 89702

APN: 1320-32-111-028
1320-32-111-006
1320-32-111-007
1320-32-111-029

PARKING AGREEMENT

This Agreement, made this 29th day of MARCH, 2013 by the Hellwinkel Family LLC, a Nevada limited liability company, hereinafter referred to as "Hellwinkel," and Carolyn and Jeffrey L. Wohlgemuth, hereinafter referred to as "Wohlgemuth" for the benefit of Douglas County, a political subdivision of the state of Nevada, hereinafter referred to as "County"

RECITALS

Hellwinkel is the owner of all that certain real property located in Douglas County, Nevada, identified as Assessor's Parcel Number (APN) 1320-32-111-028, and more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference.

Wohlgemuth is the owner of all that certain real property located in Douglas County, Nevada, identified as Assessor's Parcel Number (APN) 1320-32-111-029 adjacent to the Exhibit "A" real property.

Pursuant to the conditions of approval of Development Application (DA) 08-014, dated June 12, 2008, Hellwinkel is required to enter into and record an agreement specifically dedicating the Exhibit "A" real property as a parking lot for benefit of the casino use on APNs 1320-32-111-006 and 007, as well as for the commercial use located of APN 1320-32-111-029.

Hellwinkel desires to enter into this agreement to fulfill Condition 11 of DA 08-014 referenced above by imposing upon the Exhibit "A" real property equitable servitudes and covenants that will restrict activities and uses on the Exhibit "A" real property for the benefit of other real property referenced above and County.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree and Hellwinkel hereby certifies and declares the following covenants, restrictions and servitudes for the benefit of that certain real property in Douglas County, identified as APNs 1320-32-111-006, 007 and 029 and each and every owner thereof, both present and future, and shall apply and inure to the benefit of and bind the owners and their respective successors in interest, until such time as this Agreement is terminated, as follows:


1. So long as that certain real property identified as APNs 1320-32-111-006 and/or 007 is used for a casino, the Exhibit "A" real property may only be utilized for parking and related uses for the benefit of APNs 1320-32-111-006, 007 and 029. In addition, so long as the casino use on APNs 1320-32-111-006 and/or 007 continues, the Exhibit "A" real property shall not be conveyed to any third party separately from APNs 1320-32-111-006 and 007. It is anticipated that the casino will operate up to 24 hours per day, 365 days per year. The location and layout of parking spaces to be located on the Exhibit "A" real property are generally depicted on Exhibit "B" attached hereto and incorporated herein by this reference. A minimum of three (3) of the parking spaces as depicted on Exhibit "B" may be utilized on a "first come, first serve" basis for the benefit of the APN 1320-32-111-029 and the commercial activity conducted on that parcel, which currently consists of the operation of a full service salon with related uses under the name C & Company. C & Company currently operates six days a week from 8:00 a.m. to 9:00 p.m.

2. To the fullest extent permitted by law, Wohlgemuth shall indemnify, hold harmless and defend Hellwinkel, its management, agents and employees from and against any and all claims, judgments, damage, demands, losses, expenses, costs or liability arising in connection with injury to person or property from any activity, work, or things done, permitted or suffered on the Exhibit "A" real property to the extent caused by an act or omission of Wohlgemuth or any tenant, licensee, invitee, customer, contractor or employee of Wohlgemuth or any other user of APN 1320-32-111-029 during the term of this agreement. Wohlgemuth and its successors will provide and maintain a comprehensive policy of liability insurance related to activities on APN 1320-32-111-029 and the use of APN 1320-32-111-028 during the term of this agreement. Hellwinkel shall be named as an additional insured with regard to such insurance. The liability insurance policy shall protect Wohlgemuth, Hellwinkel and any designee of Hellwinkel against any liability which arises from any occurrence on or about APN 1320-32-111-028. The required policy of insurance is to be issued by an insurer authorized to sell such insurance by the State of Nevada and have at least an "A.M. Best" rating of "A". Said coverage shall be primary and non-contributory coverage, not excess coverage with coverage limits of at least ONE MILLION AND NO/100 dollars (\$1,000,000.00) with respect to any one occurrence. All insurance policies are subject to approval by Hellwinkel.

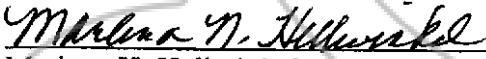
3. The restrictive measures and provisions of this Agreement constitute equitable covenants and servitudes for the benefit of the real property described herein and failure by the parties hereto, their heirs, successors or assigns, or any other person entitled to do so, to enforce any provision upon violation thereof, shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.
4. This Agreement and its terms shall run with the land and shall be binding upon and shall inure to the benefit of the parties, their heirs, successors and assigns forever.
5. By its terms, this Agreement is enforceable by County or Wohlgemuth as well as any subsequent owner of real property described herein.
6. This Agreement and its terms shall expire upon termination of the casino use on APNs 1320-32-111-006 and/or 007 or upon alternative parking, to the satisfaction of the County, being provided.
7. This Agreement and its terms may also be terminated upon the mutual agreement of the parties in writing.


In Witness Whereof, the parties have executed this Agreement to be effective the day and year first above written.

Hellwinkel Family LLC,
a Nevada limited liability company

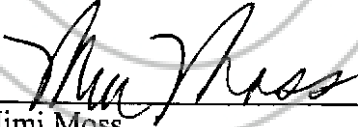

Robert D. Hellwinkel
Its Manager


Carolyn Wohlgemuth


Marlena H. Hellwinkel
Its Manager

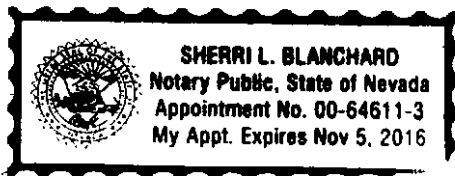

Jeffrey L. Wohlgemuth

As Third Party Beneficiary:
Douglas County,
a political subdivision of the state of Nevada


Mimi Moss,
Community Development Director

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

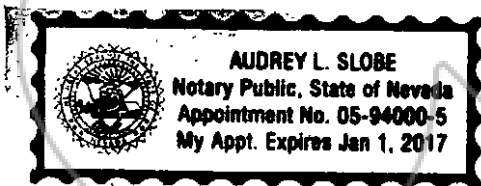
On MARCH 29, 2013, personally appeared before me, a notary public, Robert D. Hellwinkel, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he is the Manager of Hellwinkel Family LLC, a Nevada limited liability company, and who further acknowledged to me that he executed the foregoing agreement on behalf of said company.



Sherril L. Blanchard
NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
COUNTY OF Douglas)

On March 30, 2013, personally appeared before me, a notary public, Marlena H. 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 she executed the foregoing agreement on behalf of said company.



Audrey L. Slobe
NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF Douglas : ss.

On MARCH 29, 2013, personally appeared before me, a notary public, Carolyn Wohlgemuth, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Parking Agreement, who acknowledged to me that she executed the foregoing document.

Sherril Blanchard
NOTARY PUBLIC



STATE OF NEVADA)
COUNTY OF : ss.

On MARCH 29, 2013, personally appeared before me, a notary public, Jeffrey L. Wohlgemuth, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Parking Agreement, who acknowledged to me that he executed the foregoing document.

Sherril Blanchard
NOTARY PUBLIC



STATE OF NEVADA)
COUNTY OF Douglas : ss.

On April 1, 2013, personally appeared before me, a notary public, Mimi Moss, personally known (or proved) to me to be the person whose name is subscribed to the foregoing Parking Agreement, who acknowledged to me that he/she is the Comm. Dev. Dir. of Douglas County, and who further acknowledged to me that he/she executed the foregoing agreement on behalf of said company.

Jeanne R. Cox
NOTARY PUBLIC

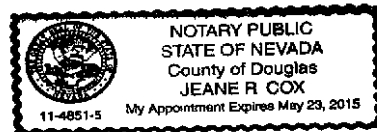
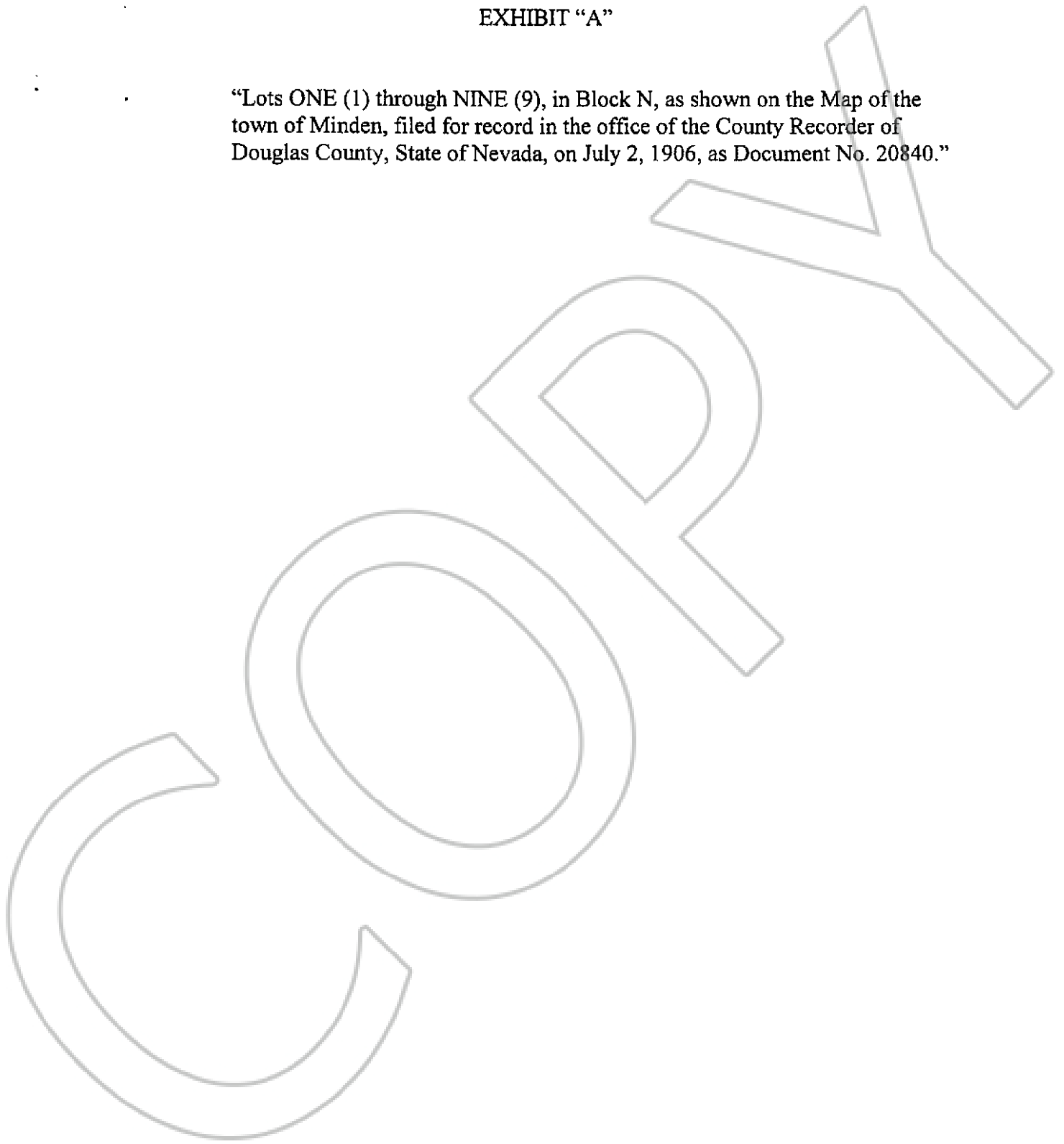
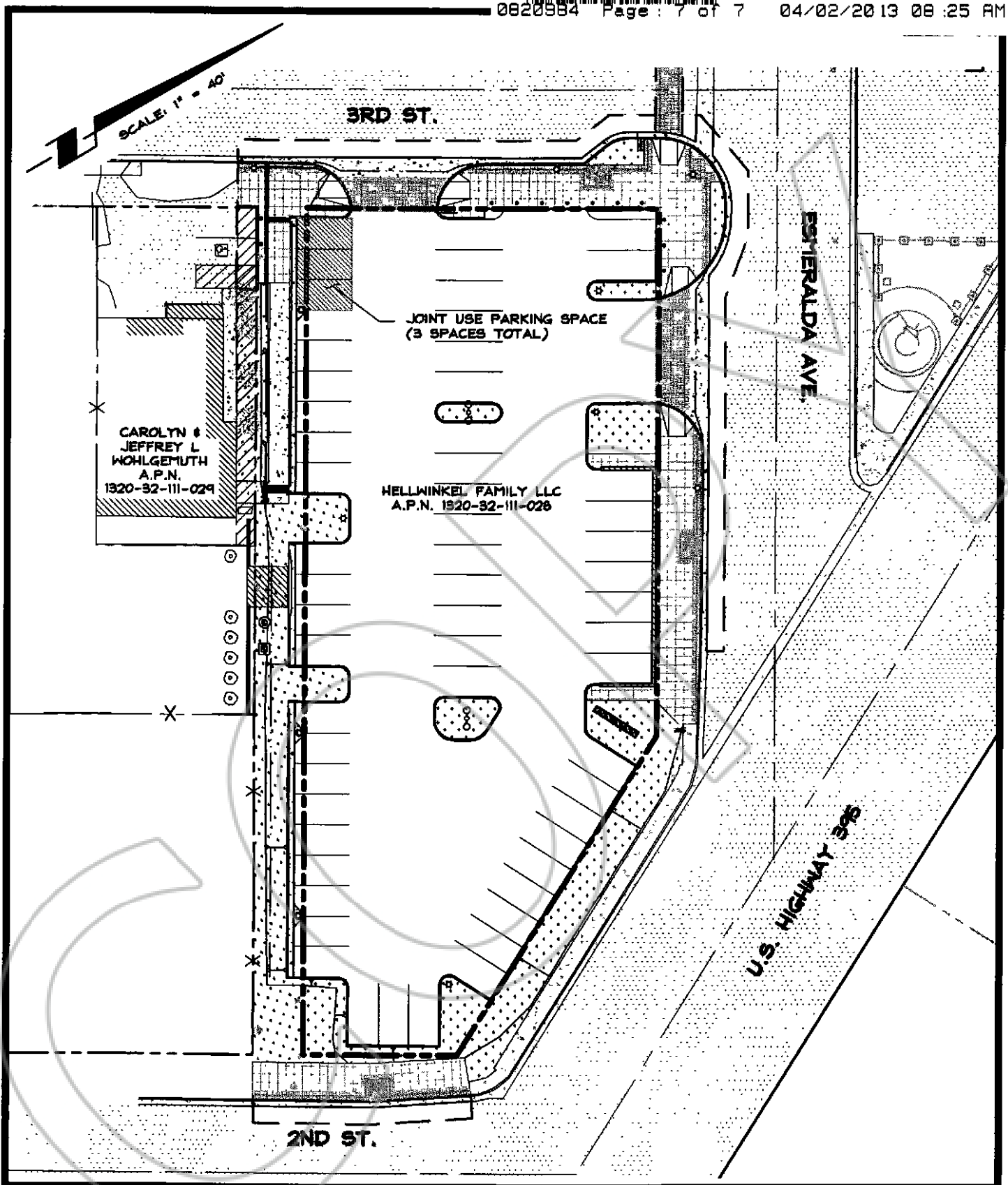


EXHIBIT "A"

"Lots ONE (1) through NINE (9), in Block N, as shown on the Map of the town of Minden, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on July 2, 1906, as Document No. 20840."



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RO Anderson
WWW.ROANDERSON.COM

NEVADA
1603 Esmeralda Ave
P.O. Box 2229
Minden, NV 89423
p 775.782.2322
f 775.782.7084

CALIFORNIA
595 Tahoe Keys Blvd
Suite A-2
South Lake Tahoe, CA 96150
p 530.600.1660
f 775.782.7084

**JOINT PARKING AGREEMENT
EXHIBIT 'B'**

**HELLWINKEL FAMILY LLC AND
CAROLYN & JEFFREY L WOHLGEMUTH**

1215-002

07/26/12