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Assessor's Parcel Number: 1418-10-802-003

Recording Requested By:

Name: GEORGE W. ECHAN

Address: PO BOX 706

City/State/Zip ZEPHYR COVE, NV 89448

Real Property Transfer Tax:

DOC # 0803854  
06/12/2012 10:55 AM Deputy: AR

OFFICIAL RECORD

Requested By:

GEORGE W. ECHAN

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 of 18 Fee: 31.00  
BK-0612 PG-2605 RPTT: 0.00



\$ \_\_\_\_\_

AMENDED AND RESTATED GATE, ACCESS AND EMERGENCY  
SERVICES AGREEMENT (GLENBROOK, NEVADA)

(Title of Document)

This document does not contain any personal information, including social security numbers.

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.*

**AMENDED AND RESTATED**  
**GATE, ACCESS AND EMERGENCY SERVICES AGREEMENT**  
**(GLENBROOK, NEVADA)**

This Amended and Restated Gate, Access and Emergency Services Agreement (the "Agreement") is entered into as of April 19<sup>th</sup>, 2012 by and between Postmistress Properties L.L.C., a Nevada limited liability company ("Postmistress") and the Tahoe Douglas Fire Protection District, a governmental entity created by Douglas County Ordinance No. 627-1994 ("District"). Postmistress and District are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

**RECITALS**

WHEREAS, Postmistress is the owner of that certain property known as Douglas County Assessor Parcel Number 1418-10-802-003 ("Postmistress Property");

WHEREAS, on August 3, 2010, the Tahoe Regional Planning Agency ("TRPA") issued a permit allowing Postmistress to construct a gate on the Postmistress Property (the "Gate"). The location of the Gate is shown as "Gate 1" on Exhibit A;

WHEREAS, a condition of the Permit requires Postmistress to provide TRPA with the District's approval of the Gate;

WHEREAS, Postmistress and the District entered into a GATE, ACCESS AND EMERGENCY SERVICES AGREEMENT (GLENBROOK, NEVADA), dated as of May 4, 2011 and recorded on May 16, 2011, Document No. 0783259, Book 0511, Page 2715 in the Official Records of Douglas County, Nevada ("Original Agreement");

WHEREAS, pursuant to the Original Agreement, Postmistress was able to obtain an executed RELEASE AND HOLD HARMLESS AGREEMENT, in recordable form, from all Served Property Owners (as defined herein) except from Recreational Enterprises, Inc. ("Recreational Enterprises") the owner of 1963 Glenbrook Inn Road (APN 1418-10-701-001);

WHEREAS, the failure of Postmistress to obtain said executed RELEASE AND HOLD HARMLESS AGREEMENT from Recreational Enterprises entitles the District, at its option, "to revoke the approval of and require removal of Gate 1" within the meaning of Original Agreement;

WHEREAS, the District is willing to waive, in this specific instance only and not with reference to any other Served Property Owners (as defined herein), the requirement of obtaining the RELEASE AND HOLD HARMLESS AGREEMENT from Recreational Enterprises provided that Postmistress agrees to the amended terms and conditions hereinafter set forth in this AMENDED AND RESTATED GATE, ACCESS AND EMERGENCY SERVICES AGREEMENT (GLENBROOK, NEVADA);

WHEREAS, as the sole condition of the District's approval of the Gate, Postmistress and District agree to the terms and conditions set forth in this Agreement and the Original Agreement;

NOW THEREFORE, in consideration of the recitals set forth above and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**Section 1. Incorporation of Recitals.** The Parties acknowledge the accuracy of the foregoing Recitals. Each of the foregoing recitals is hereby incorporated into this Agreement by this reference and is made a part hereof.

**Section 2. Hold Harmless, Indemnification and Insurance.**

a. Postmistress and its successors and assigns jointly and severally agree to defend, protect, indemnify and hold harmless District, and any other government emergencies agencies, and their respective officers, trustees, agents and representatives (the "Indemnified Parties") from and against any and all claims, damages, actions, liabilities, costs, expenses and attorney's fees, except for any loss or damage arising out of willful misconduct by the Indemnified Parties, arising from (i) damage to the Gate or any other gate depicted on Exhibit A ("Other Gates") by the Indemnified Parties; (ii) delayed or compromised fire suppression, evacuation directives or recommendations, emergency medical services, hazmat mitigation, police response and any other emergency responses or other services provided to Postmistress or Served Property Owners (as hereafter defined) by the Indemnified Parties caused, in whole or in part, by the Gate or Other Gates; (iii) damage to fire apparatus of the Indemnified Parties occasioned by the Gate or Other Gates, and (iv) claims, damages, actions, liabilities, costs, expenses and attorney's fees of Served Property Owners (as hereafter defined), including but not limited to Recreational Enterprises, and their successors and assigns arising from those circumstances described in this Section 2.a., including subparagraphs (i) – (iii) (the "Claims").

b. In connection with this Section 2, the Indemnified Parties (i) shall provide Postmistress with prompt written notice of any Claims of which they are or become aware; (ii) shall cooperate fully with, and provide copies of all relevant documents to, Postmistress and (iii) may be represented by its own legal counsel in connection with any such Claims, and Postmistress shall cooperate with the Indemnified Parties, and shall be responsible for the payment of reasonable attorney's fees and costs incurred by the Indemnified Parties in connection with the Claims.

c. As there are other parcels (identified on Exhibit C) on Glenbrook Road which will be served, and affected, by the Gate or Other Gates (the "Served Property Owners"), Postmistress agrees that it will use good faith efforts to obtain executed release and hold harmless agreements, in recordable form, from the Served Property Owners, in the form of Exhibit B, on or before December 31, 2011 and shall deliver the same to District promptly thereafter. The failure to obtain and deliver such agreements from all Served Property Owners shall entitle District, at its option, to revoke its approval and require removal of Gate 1 and Gate 2 as depicted on Exhibit A. Notwithstanding anything to the contrary in this Agreement,

Postmistress and District agree that, despite good faith efforts, Postmistress is not required to obtain a release and hold harmless agreement from Recreational Enterprises.

d. Postmistress, at Postmistresses' sole cost and expense, shall maintain during the entire term of this Agreement, a policy of commercial general liability insurance covering the Gate (including the land, equipment, controls and other facilities pertaining thereto) insuring against the risks of death, bodily injury, property damage and personal injury liability arising out of or in connection with the maintenance and operation of the Gate. Said insurance shall provide not less than a limit of One Million Dollars (\$1,000,000) with respect to bodily injury or death to any one person arising out of any one (1) occurrence and One Million Dollars (\$1,000,000) with respect to property damage or other loss arising out of any one (1) occurrence. The foregoing minimum insurance coverage limits shall be subject to adjustment from time to time during the term of this Agreement (and shall be re-examined not less frequently than every five (5) years) to the coverage limits a reasonably prudent owner of similar property in the State of Nevada would then obtain to insure against loss or harm to persons or property; however, in no event shall the minimum insurance coverage be less than One Million Dollars (\$1,000,000) without the prior written consent of the Parties.

All insurance required under this Section shall (a) be issued by insurance companies authorized to do business in the State of Nevada, with classification of at least A- and a financial rating of XI or better as rated in the most current issue of "Best's Key Rating Guide," (b) be issued as a primary policy; and (c) contain an endorsement requiring thirty (30) days written notice from the insurance company to all insureds before cancellation or change in the coverage, scope, or amount of the policy. Postmistress shall notify the District of any such cancellation or change in coverage, scope, or amount of the policy during the thirty (30) day notice period.

**Section 3. Gate Design.** The Gate shall contain such components and design features as set forth in Exhibit D or, such other components and designs as District may reasonably determine will enhance or maximize emergency access and public safety. Gate 2 shall contain such components and design features as set forth in Paragraph 5.G.

**Section 4. Maintenance of Gate.** Postmistress shall have the sole responsibility to maintain the Gate and Other Gates in good operating condition and shall promptly repair or replace and any nonfunctioning or defective components of the Gate and Other Gates.

**Section 5. Removal of Gate.** District shall have the right to revoke its approval and require removal of the Gate and Other Gates upon an occurrence described Paragraphs A through K:

A. The failure of Postmistress to comply with design specifications for the Gate 1 and Gate 2;

B. The failure of Postmistress to provide District with written notice of any changes to the Gate or Other Gates access information within twenty-four (24) hours of the change of such information;

C. The failure by Postmistress to maintain the Gate and Other Gates in good operating condition;

D. The failure by Postmistress to insure that all electrical wiring for the Gate and Other Gates complies with applicable electrical codes for exterior use;

E. The failure of Postmistress to modify the Gate or Other Gates or access system if the District, in the exercise of its authority and in accordance with Section 3. hereof, determines that such modification is required in the interest of enhancing or maximizing emergency access and public safety. Such authority shall not be exercised arbitrarily but only in circumstances of material benefit to public safety or emergency access;

F. If the District determines that the Gate or Other Gates, or the operation or use thereof, compromise emergency access and public safety concerns, including but not limited to consideration of evacuation standards, response times, safety of District equipment and personnel or other considerations reasonably related to the duties and responsibilities of the Indemnified Parties;

G. The failure of Postmistress to incorporate a "break-away" design that complies with the District's design requirements for providing rapid access without damage to apparatus of the Indemnified Parties, all with reference to Gate 2 as depicted on Exhibit A. If the District does not approve the break-away design for Gate 2, Gate 2 will have those design features set forth in Exhibit D, except that Item 5) shall not be required. In addition, the plans, including TRPA plans, will be modified to depict said Gate 2, Lots A and B and the surrounding existing road network and submitted to District on or before June 30, 2011;

H. The failure of Postmistress to comply with District's directives requiring the removal of Gate 4 as depicted on Exhibit A hereto and proposed to be constructed in prior plans. While Gate 4 may not be constructed, the Gate 4 columns may remain;

I. The failure of Postmistress to obtain and deliver to District for recording the executed release and hold harmless agreements as required by Section 2.c.;

J. The failure of Postmistress to maintain the insurance required by Section 2.d.; and

K. The failure of Postmistress to reimburse the District for its legal fees and costs associated with the drafting and amendment of this Agreement, in the amount of \$10,000.00, upon execution of this Agreement.

L. Before the District revokes permission for the Gate and Other Gates and requires removal based on Paragraphs A., B., C., D., E., F., G., H., I., J. or K. of this Section 5., the District shall provide sixty (60) day advance written notice to Postmistress, within which time Postmistress must cure or appeal to the Board of Trustees of the District to seek a reversal of such determination. The decision by the Board of Trustees of the District shall be final and conclusive and Postmistress shall not have any right to appeal further or to initiate litigation,



arbitration of any other legal proceeding. If the determination by the Board of Trustees of the District is adverse to Postmistress, the Gate and Other Gates shall be removed within seven (7) days of such determination.

M. The removal of the Gate and Other Gates shall be at the expense of Postmistress. The requirement of removal may be effected by the District's unilateral recording of a notice of requirement of removal upon the Postmistress Property after the notice is sent to Postmistress and any appeal is exhausted pursuant to Paragraph L. of this Section 5.

N. At anytime during which notice has been given pursuant to Paragraph L. of this Section 5., Postmistress shall cause the Gate and Other Gates to be locked in the open position, pending cure, appeal or removal.

**Section 6. Notices.** Except as otherwise provided in Section 5., all notices and other communications required or contemplated hereunder by one Party to the other shall be in writing and shall be deemed given (a) if delivered personally, on the date given, (b) if delivered by courier express delivery service, on the date of delivery or (c) if by certified or registered mail, postage prepaid, return receipt requested, seven (7) days after deposit in a lawful U.S. mail depository, to the Parties at the addresses identified for such Party as follows:

If to Postmistress :  
Postmistress Properties L.L.C.  
Attn: Larry Ruvo  
8400 South Jones  
Las Vegas, Nevada 89139  
Telephone: 702-876-4500  
Facsimile: 702-253-3291

If to District: For personal service:  
Tahoe Douglas Fire Protection District  
Attn: Chief  
193 Elks Point Road  
Zephyr Cove, Nevada 89448  
Telephone: (775) 588-3591  
Facsimile: (775) 588-3046

With copy to:  
Leif Reid, Esq.  
Lewis and Roca LLP  
50 West Liberty Street, Suite 410  
Reno, Nevada 89501  
Telephone: (775) 823-2900  
Facsimile: (775) 823-2929

If to District: For mailing:  
Tahoe Douglas Fire Protection District  
Attn: Chief  
P.O. Box 919  
Zephyr Cove, Nevada 89448  
Telephone: (775) 588-3591  
Facsimile: (775) 588-3046

**Section 7. Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict of law principles. Subject to the limitations set forth in Section 5., the Parties agree that any Party bringing any action or proceeding against the other Party arising out of or relating to this agreement or the matters contemplated herein shall bring such action or proceeding in the courts of Douglas County, Nevada and that said courts shall be the exclusive forum in which any Party may bring such action or proceeding.



**Section 8. Severability.** Any provision of this Agreement that is held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof.

**Section 9. Entire Agreement; Amendments and Waivers.** This Agreement constitutes the complete, final and exclusive statement of the agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, including, but not limited to, that certain Hold Harmless Agreement dated September 10, 2010 delivered and signed by Postmistress, but unsigned by District and not recorded. District acknowledges that said Hold Harmless Agreement is of no force or effect. No amendment, supplement, modification, rescission or waiver of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a continuing waiver unless otherwise expressly provided.

**Section 10. Real Covenants; Equitable Servitudes.** The rights and restrictions set forth herein shall be deemed covenants running with the land or equitable servitudes, as the case may be, and shall constitute benefits to and burdens upon Postmistress Property and shall be binding on Postmistress and its successors and assigns and all persons acquiring or owning any interest in the Postmistress Property. The District shall have the right to record this agreement with the Douglas County Recorder's Office following its execution by the Parties.

**Section 11. No Agency.** It is understood that the Parties hereto are independent entities engaged in the conduct of their own respective endeavors. No Party is to be considered the agent or employee of the other for any purpose, and no Party hereto has the right or authority to enter into any contract or assume any obligation for the other or give any warranty or make any representation on behalf of the other Party except where and to the extent specifically authorized in writing to do so.

**Section 12. Construction.** Each Party warrants, represents and agrees that in executing this Agreement, it does so after having the opportunity to receive independent legal advice from its attorneys. This Agreement was prepared jointly after arms' length negotiations between the Parties and their counsel, and the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not strictly construed for or against any Party.

**Section 13. Attorneys Fees.** Subject to the limitations set forth on Section 5, in the event of any litigation or arbitration between the Parties hereto arising out of this Agreement, or if the District seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

**Section 14. Amendment and Termination.** This Agreement may not be amended, except by an amendment in writing signed by Postmistress and District, and shall automatically terminate in the event the Gate is removed from the Postmistress Property, except that the Indemnification obligations of Section 2. shall survive the termination.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

POSTMISTRESS PROPERTIES L.L.C.

By: Lawrence Ruvo, manager

Name: LAWRENCE RUVO

Its: MANAGER

TAHOE DOUGLAS FIRE PROTECTION DISTRICT

By: Ben Sharit

Name: Ben Sharit

Its: FIRE CHIEF

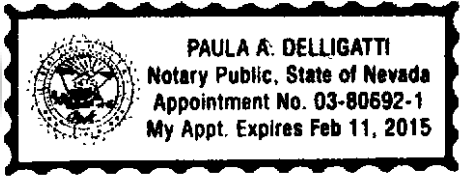
**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF NEVADA )  
 ) ss  
COUNTY OF CLARK )

This instrument was acknowledged before me on April 13, 2012 by Lawrence Ruvo as Manager of Postmistress Properties L.L.C.

WITNESS my hand and official seal.

Signature Paula A. Delligatti  
(seal)



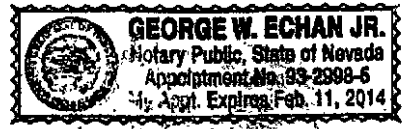
**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF NEVADA )  
 ) ss  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on June 7, 2012 by Ben Sharit in his capacity as Fire Chief of the Tahoe Douglas Fire Protection District.

WITNESS my hand and official seal.

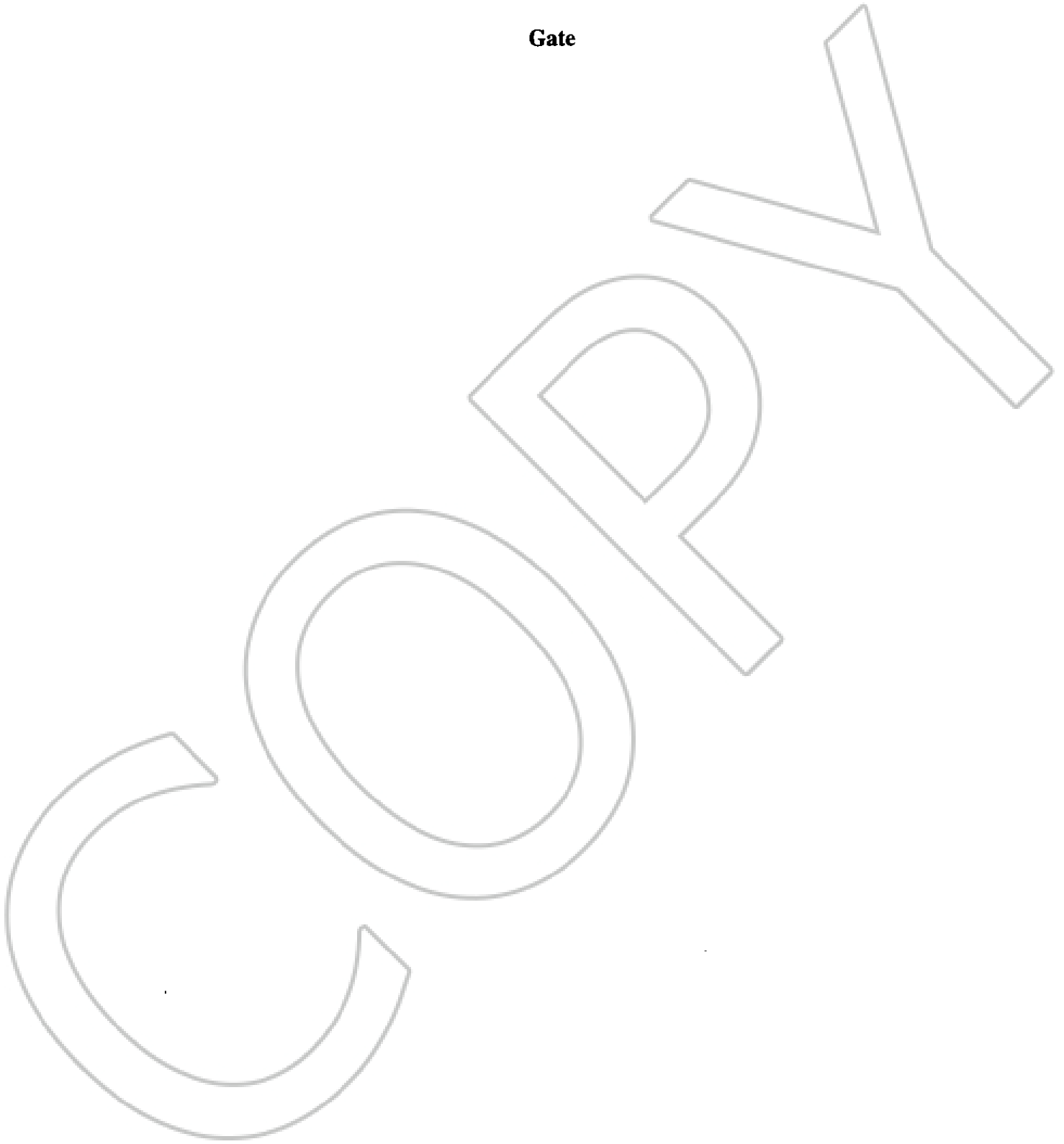
Signature George W. Echan Jr.  
(seal)





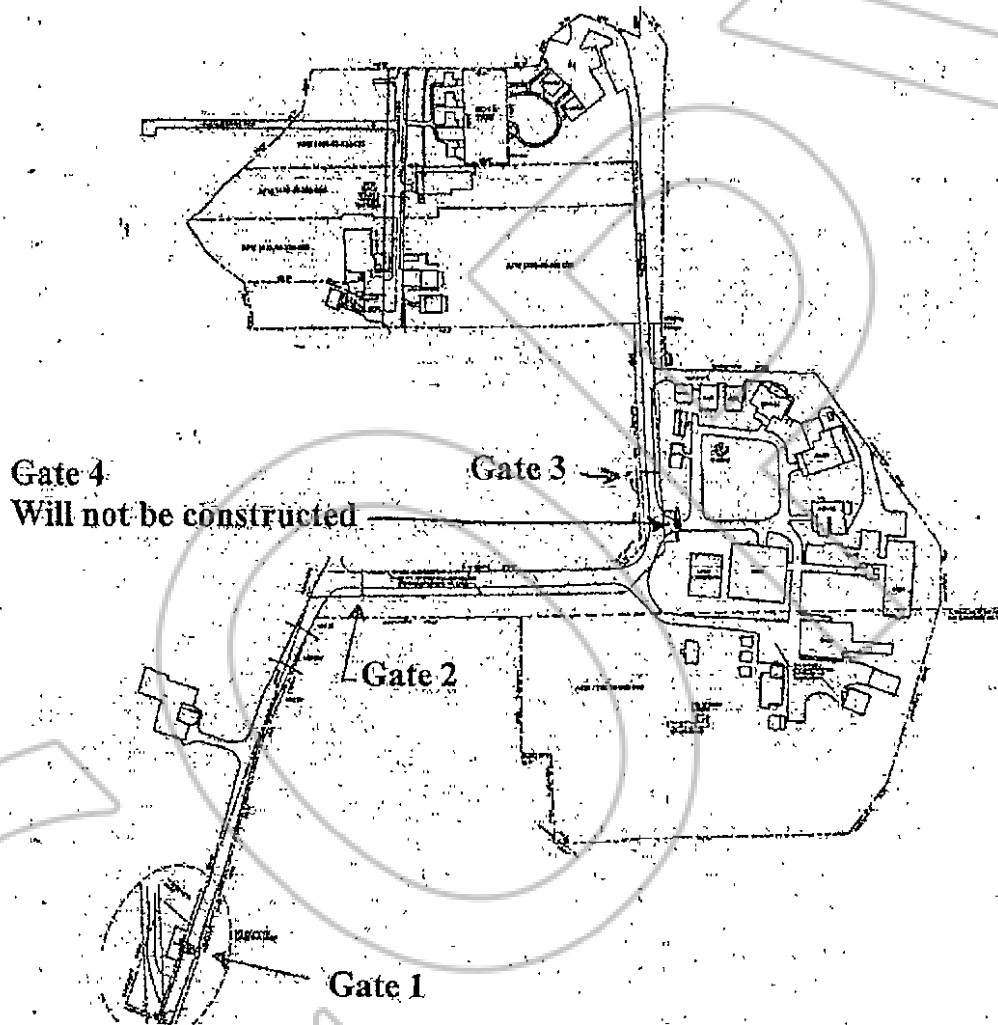
**EXHIBIT "A"**

**Gate**





# Exhibit A



**EXHIBIT "B"**

**Form of Release and Hold Harmless Agreement**

COPY

**RELEASE AND HOLD HARMLESS AGREEMENT**

This Hold Harmless Agreement (this "**Agreement**") is entered into as of \_\_\_\_\_, 2011 by and between \_\_\_\_\_ ("Property Owner") and the **Tahoe Douglas Fire Protection District**, a governmental entity created by Douglas County Ordinance No. 627-1994 (the "District"). Property Owner and District are sometimes referred to herein collectively as the "**Parties**" and each individually as a "**Party**".

**RECITALS**

WHEREAS, Property Owner is the owner of property known as Douglas County Assessor Parcel Number \_\_\_\_\_ (the "**Property**");

WHEREAS, Property Owner supports and benefits from the construction of a gate on the Postmistress Properties, L.L.C. property (APN 1418-10-802-003) that will minimize vehicular traffic and increase privacy on Glenbrook Road (the "**Gate**"); and

WHEREAS, the Property Owner agrees to release and hold harmless the District for liability related to the Gate in consideration for its approval of the Gate.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Incorporation of Recitals.** The Parties acknowledge the accuracy of the foregoing Recitals. Each of the foregoing recitals is hereby incorporated into this Agreement by this reference and is made a part hereof.

**Section 1. Release and Hold Harmless.**

a. Property Owner, and its successors and assigns, release and hold harmless the District, and any other emergency agencies, and their respective officers, trustees, agents and representatives (the "**Indemnified Parties**") from and against any and all claims, damages, actions, liabilities, fees, , costs and expenses and attorney's fees, except for any loss or damage arising out of willful misconduct by the Indemnified Parties, arising from delayed or compromised fire suppression, evacuation directives or recommendations, emergency medical services, hazmat mitigation, police response and any other emergency responses or other services provided to Property Owner by the Indemnified Parties caused, in whole or in part, by the Gate and for the removal of the Gate if required by District (the "**Claims**").

**Section 2. Notices.** All notices and other communications required or contemplated hereunder by one Party to the other shall be in writing and shall be deemed given (a) if delivered personally, on the date given, (b) if delivered by courier express delivery service, on the date of delivery or (c) if by certified or registered mail, postage prepaid, return receipt requested, seven

(7) days after deposit in a lawful U.S. mail depository, to the Parties (or their successors in interest) at the addresses identified for such Party as follows:

(i) If to Property Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii) If to District:

For personal service :

Tahoe Douglas Fire Protection District  
Attn: Chief  
193 Elks Point Road  
Zephyr Cove, Nevada 89448  
Telephone: (775) 588-3591  
Facsimile: (775) 588-3046

For mailing :

Tahoe Douglas Fire Protection District  
Attn: Chief  
P.O. Box 919  
Zephyr Cove, Nevada 89448  
Telephone: (775) 588-3591  
Facsimile: (775) 588-3046

**Section 3. Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict of law principles. The Parties agree that any Party bringing any action or proceeding against the other Party arising out of or relating to this agreement or the matters contemplated herein shall bring such action or proceeding in the courts of Douglas County, Nevada and that said courts shall be the exclusive forum in which any Party may bring such action or proceeding.

**Section 4. Severability.** Any provision of this Agreement that is held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof.

**Section 5. Entire Agreement; Amendments and Waivers.** This Agreement constitutes the complete, final and exclusive statement of the agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No amendment, supplement, modification, rescission or waiver of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a continuing waiver unless otherwise expressly provided.

**Section 6. Real Covenants; Equitable Servitudes.** The rights and restrictions set forth herein shall be deemed covenants running with the land or equitable servitudes, as the case may be, and shall constitute benefits to and burdens upon Property Owner and shall be binding on Property Owner and its successors and assigns and all persons acquiring or owning any interest



in Property Owner Property. The District shall have the right to record this agreement with the Douglas County Recorder's Office following its execution by the parties.

**Section 7. Construction.** Each Party warrants, represents and agrees that in executing this Agreement, it does so after having the opportunity to receive independent legal advice from its attorneys. This Agreement was prepared jointly after arms' length negotiations between the Parties and their counsel, and the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not strictly construed for or against any Party.

**Section 8. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all Parties hereto had signed the same signature page.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

PROPERTY OWNER.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: MANAGER

TAHOE DOUGLAS FIRE PROTECTION DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: FIRE CHIEF

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_, Property Owner

WITNESS my hand and official seal.



Signature \_\_\_\_\_

(seal)

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

) ss

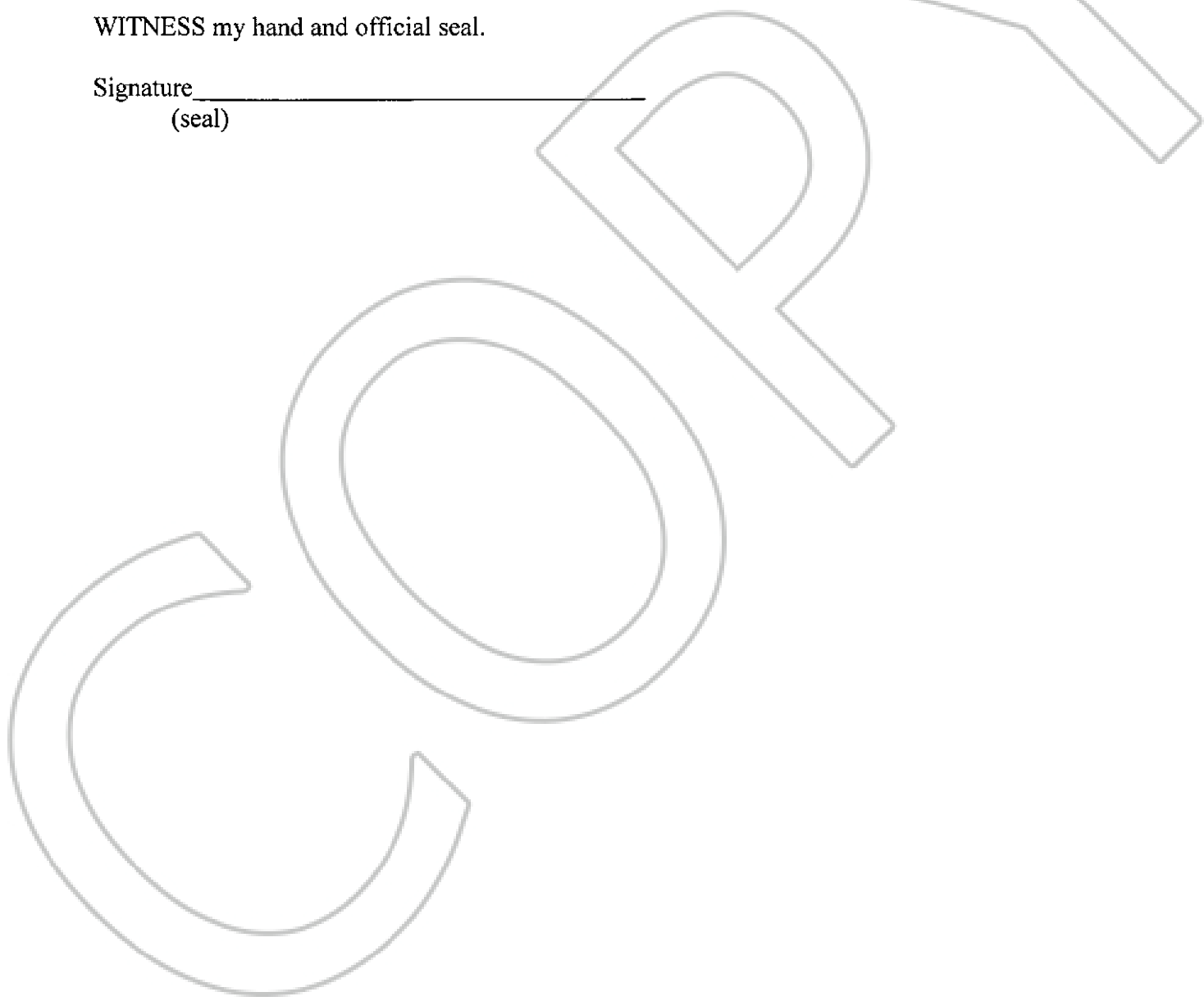
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ in his capacity as Fire Chief of the Tahoe Douglas Fire Protection District.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(seal)





**EXHIBIT "C"**

**Served Property Owners**

COPY



	Address and Assessor Parcel Number	Owner and Mailing Address
1	1963 Glenbrook Inn Rd. APN 1418-10-701-001	Recreational Enterprises Inc P.O. Box 3399 Reno, NV 89505
2	198 Glenbrook Inn Rd. APN 1418-10-702-001	Robert Brown 1167 Hillsboro Mile Hillsboro Beach, FL 33062
3	196 Glenbrook Inn Rd. APN 1418-10-702-002	David and Kate Thorburn 2161 Colorado Ave.#b Turlock, CA 95382
4	194 Glenbrook Inn Rd. APN 1418-10-702-003	William Vassiliadis 900 S. Pavilion Center Dr. #101 Las Vegas, NV 89144
5	192 Glenbrook Inn Rd. APN 1418-10-702-004	TNSS, LLC 1850 Mt. Diablo Blvd Suite 440 Walnut Creek, CA 94596
6	1949 Glenbrook Rd. APN 1418-10-802-003	Postmistress Properties LLC 24 Sawgrass Ct. Las Vegas, NV 89113
7	2055 Glenbrook Rd. APN 1418-10-702-005	CLAF, LLC 8400 S. Jones Blvd Las Vegas, NV 89139
8	1960 Glenbrook Rd. APN 1418-10-702-006	Lawrence Ruvo 8400 S. Jones Blvd. Las Vegas, NV 89139
9	1959 Glenbrook Rd. APN 1418-10-702-007	Nancy Short Stewart Family Exempt Trust Hillary Marble Successor Trustee 3912 Glen Abby Circle Stockton, CA 95219
10	1955 Glenbrook Rd. APN 1418-10-802-006	Lawrence Ruvo 8400 S. Jones Blvd. Las Vegas, NV 89139
11	1951 Glenbrook Rd. APN 1418-10-802-007	Lawrence Ruvo 8400 S. Jones Blvd. Las Vegas, NV 89139
12	1950 Glenbrook Rd. APN 1418-10-810-024	Spencer and Roberta Kaitz 774 Mays Blvd #10pmb262 Incline Village, NV 89451
13	1947 Glenbrook Rd. APN 1418-10-802-004	Postmistress Properties LLC 24 Sawgrass Ct. Las Vegas, NV 89113

## EXHIBIT "D"

### Design Features

- 1) Knox key gate activation switch, mounted on main keypad for gate or other suitable location as reasonably approved by the Fire District.
- 2) Strobe light activation system.
- 3) Battery back-up system which will open the gate and lock it in the open position in the event of a power failure.
- 4) Manual bypass feature which will allow the gate to be opened in the event of loss of normal power and battery power.
- 5) A remote gate button located in the Glenbrook main entrance gatehouse.
- 6) Gate shall be two feet wider than the existing road (one foot on either side of the road).
- 7) The gate will be designed to operate at the maximum allowable speed as established by recognized safety standards.
- 8) Certain gate components will be heated as necessary to provide for reliable operation in winter conditions and to prevent the build-up of snow and ice. Gate shall be designed to withdraw into an enclosed wall in the open position.