

DECLARATION OF HOMESTEAD

Assessor's Parcel Number (APN):
1418-10-702-008



KAREN ELLISON, RECORDER

Assessor's Manufactured Home ID Number:

Recording Requested by and Mail to:

Name: Susan & Gary Clemons

Address: PO Box 217

City/State/Zip: Glenbrook, NV 89413

Check One:

- Married (filing jointly) Married (filing individually)
- Widowed Single Person Multiple Single Persons Head of Family
- By Wife (filing jointly for benefit of both) By Husband (filing jointly for benefit of both)
- Other (describe): _____

Check One:

- Regular Home Dwelling/Manufactured Home Condominium Unit Other

Name on Title of Property:

Susan M. Clemons & Gary R. Clemons, Trustees Clemons Revocable Trusts

do individually or severally certify and declare as follows:

Susan M. Clemons and Gary R. Clemons

is/are now residing on the land, premises (or manufactured home) located in the city/town of
Glenbrook, county of Douglas, State of Nevada, and
more particularly described as follows: (set forth legal description and commonly known street address or
manufactured home description)

2055 Glenbrook Road, Glenbrook, Nevada 89413 - see attached for legal.

I/We claim the land and premises hereinabove described, together with the dwelling house thereon, and its appurtenances, or the described manufactured home as a Homestead.

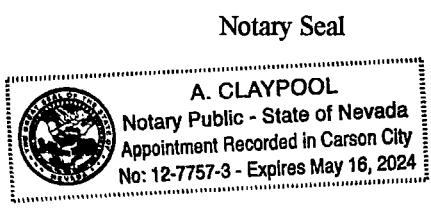
In witness, Whereof, I/we have hereunto set my/our hands this 13 day of April, 2021

Susan M. Clemons
Signature
Gary R. Clemons
Signature

SUSAN M. CLEMONS
Print or type name here
Gary R. Clemons
Print or type name here

STATE OF NEVADA, COUNTY OF Carson City This instrument was acknowledged before
me on 4/13/2021
(date)

By Susan M. Clemons
Person(s) appearing before notary
By Gary R. Clemons
Person(s) appearing before notary
A. Claypool
Signature of notarial officer



APN: 1418-10-710-008

WHEN RECORDED RETURN TO:

Ryan J. Earl, Esq.
548 W. Plumb Lane, Suite B
Reno, NV 89509

MAIL TAX STATEMENTS TO:

Gary R. Clemons and Susan M. Clemons
P.O. Box 217
Glenbrook, NV 89413



KAREN ELLISON, RECORDER

E07

GRANT, BARGAIN AND SALE DEED

For no consideration, this indenture is made and given this 15th day of October 2019, by and between Susan M. Clemons, as the acting and authorized Manager of TLSH INVESTMENTS LLC, a Nevada limited liability company, and Gary R. Clemons and Susan M. Clemons, Trustees of the Gary R. Clemons Revocable Trust dated February 29, 2009, and Gary R. Clemons and Susan M. Clemons, Trustees of the Susan M. Clemons Revocable Trust dated February 29, 2009, as the two and only members of TLSH INVESTMENTS LLC, a Nevada limited liability company (herein "Grantor"), and Gary R. Clemons and Susan M. Clemons, Trustees of the Gary R. Clemons Revocable Trust dated February 29, 2009, as to a 50% interest, and Gary R. Clemons and Susan M. Clemons, Trustees of the Susan M. Clemons Revocable Trust dated February 29, 2009, as to a 50% interest, to be held as tenants in common (herein "Grantee").

Witnesseth, that the Grantor, without consideration, does by this instrument grant, bargain, sell, remit and convey to the Grantee and Grantee's successors and assigns forever, all of Grantor's right, title and interest, right in that certain real property situate in the County of Douglas, State of Nevada, commonly known as 2055 Glenbrook Road, Glenbrook, Nevada 89413, and more particularly described as follows:

PARCEL 1:

See Exhibit A attached hereto and made a part hereof.

PARCEL 2:

Pedestrian (or Walkway) Easement conveyed by Postmistresss, LLC, to CLAF, LLC, as set forth in the DEED OF EASEMENT AGREEMENT recorded October 28, 2013, in Book 1013, Page 5313, Document # 832728 of Douglas County Records, as may be amended.

PARCEL 3:

Grantee's exclusive rights to use one (1) buoy in Glenbrook Bay, identified as Buoy "R5" or its substitute pursuant to the BUOY USE AND MAINTENANCE AGREEMENT, entered into on November 4, 2013, and recorded on November 4, 2013 as Document # 0833346 in the office of the Douglas County Recorder, State of Nevada;

(hereinafter, collectively, the "Property")

TOGETHER with all tenements, hereditaments and appurtenances, including easements, if any, thereunto belonging or in anywise appertaining, and any reversion and reversions, remainder and remainders, rents, issues or profits thereof, but expressly excluding any and all of the rights reserved in a prior Grant, Bargain, and Sale Deed dated October 22, 2013 and recorded on November 4, 2013, as Document # 0833345 in the office of the Douglas County Recorder, State of Nevada.

Grantee hereby acknowledges that the foregoing conveyance is made subject to all easements, covenants, conditions, restrictions, reservations and other encumbrances now of record, including but not limited to the following:

1. BUOY USE AND MAINTENANCE AGREEMENT entered into on November 4, 2013, and recorded on November 4, 2013 as Document # 0833346 in the office of the Douglas County Recorder, State of Nevada;
2. DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS By and Between The Glenbrook Homeowners Association and the Ruvo Parties, dated August 21, 2013, and recorded September 09, 2013, in Book 913, Page 1527, Document #830256 of Douglas County Records;
3. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PROJECT AREA FOR DENSITY CALCULATIONS, recorded May 12, 2011, in Book 0511, Page 2114, Document # 0783129 of Douglas County Records;
4. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PROJECT AREA AND COVERAGE CALCULATION, recorded January 15, 1999, in Book 0199, Page 2735, Document # 0458821 of Douglas County Records;
5. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CONSOLIDATING PARCELS FOR SHOREZONE

USES, recorded on June 1, 2006, in Book 0606, Page 00228 as Document # 0676369 of Douglas County Records;

6. Roadway/Access Easement conveyed by CLAF, LLC, to Postmistress, LLC, as set forth in the DEED OF EASEMENT AGREEMENT recorded October 28, 2013, in Book 1013, Page 5330, Document # 832726 of Douglas County Records.
7. COOPERATION AGREEMENT entered into on November 4, 2013 and recorded as Document # 0833347 in the office of the Douglas County Recorder, State of Nevada.

DEVELOPMENT RIGHTS

The foregoing conveyance includes the following development rights, hereinafter collectively called "Grantee's Development Rights": (i) the currently existing and used Class 1b (SEZ) land coverage on PARCEL 1 of the Property in the total amount of 6,807 square feet and the currently existing and used land coverage in Glenbrook Roadway Easements within PARCEL 1 of the Property in the total amount of A/C 1,042 square feet, and an additional 27 square feet of Class 1b (SEZ) land coverage comprising the Pathway Extension on APN 1418-10-802-003 (1949 Glenbrook Road), all of which is evidenced by that certain Boundary Line Adjustment approved by the Tahoe Regional Planning Agency ("TRPA") on August 9, 2013, under TRPA File #LLAD 2012-0154; and (ii) two (2) residential units of use, one for the detached garage structure on the Property (constructed per TRPA permit File #ERSP2010-0868, dated October 8, 2010) and the other for the historic residence structure on the Property.

Grantee hereby further acknowledges that in making the foregoing conveyance, Grantor previously reserved to a previous Grantor and such Grantor's heirs, successors and assigns as set forth in a Grant, Bargain, and Sale Deed dated October 22, 2013 and recorded on November 4, 2013, as Document # 0833345 in the records of the Douglas County Recorder's office (and does not hereby convey to Grantee), each of the following interests:

1. any and all rights to use or access that certain pier identified as the multiple-use Ruvo Pier ("Pier"), TRPA file number 200565;
2. any surface or underground water rights owned by CLAF, LLC, a Nevada limited liability company, its affiliates and their respective principals, managers, members, officers, directors, shareholders, and trustees and their respective successors and assigns (herein collectively "CLAF, LLC") or appurtenant to the Property;

3. Grantee is not receiving any banked land coverage, as no banked land coverage is associated with the Property ("Coverage") (without limiting any banked land coverage associated with the adjacent properties owned by the previous owner CLAF, LLC); and
4. Grantee is not receiving any banked residential units of use recognized by the TRPA, all of which were retained by CLAF, LLC (collectively, "Unit").

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the Grantee and Grantee's representatives, heirs and assigns.

Dated this 15th day of October, 2019.

Gary R. Clemons
 Gary R. Clemons, Trustee/Member

STATE OF NEVADA)
 :SS.
 COUNTY OF Washoe)

On this 10 day of Oct, 2019, personally appeared before me, a notary public, Gary R. Clemons, personally known or proved to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the foregoing instrument in the capacities stated above.

[Signature]
 Notary Public

 **BIANCA KENNER**
 Notary Public - State of Nevada
 Appointment Recorded in Storey County
 No: 07-3121-16 - Expires April 9, 2023

Susan M. Clemons

Susan M. Clemons, Manager and Trustee/Member

STATE OF NEVADA)
 :SS.
COUNTY OF Washoe)

On this 1st day of Oct., 2019, personally appeared before me, a notary public, Susan M. Clemons personally known or proved to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that she executed the foregoing instrument in the capacities stated above.

[Signature]
Notary Public

 **BIANCA KENNER**
Notary Public - State of Nevada
Appointment Recorded in Storey County
No: 07-3121-16 - Expires April 9, 2023

ACKNOWLEDGMENT OF FORM AND CONTENT

Grantee hereby executes and acknowledges this deed in order to expressly consent to the form and content hereof, including, without limitation, the easements, covenants, conditions, restrictions and reservations set forth above.

GRANTEE

Dated this 10 day of October, 2019.

Gary R. Clemons
Gary R. Clemons, Trustee

STATE OF NEVADA)
 :SS.
COUNTY OF Washoe)

On this 10th day of Oct, 2019, personally appeared before me, a notary public, Gary R. Clemons, personally known or proved to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the foregoing instrument in the capacity stated above.

[Signature]
Notary Public



Susan M. Clemons
Susan M. Clemons, Trustee

STATE OF NEVADA)
 :SS.
COUNTY OF Washoe)

On this 1st day of Oct, 2019, personally appeared before me, a notary public, Susan Clemons, personally known or proved to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that she executed the foregoing instrument in the capacity stated above.

[Signature]
Notary Public

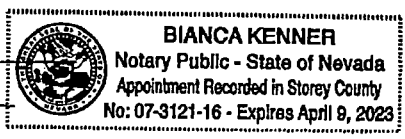


EXHIBIT A

Legal Description

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

Being a portion of Parcel 1 and Parcel 2 per that Quit Claim Deed, recorded February 13, 1997 as document number 0406621, and all that portion of that Parcel of land described in that Deed of Trust, recorded November 18, 2008 as document number 733249, more particularly described as follows;

Beginning at the Southeast corner of said Parcel of land described in document number 733249,

thence South $88^{\circ}49'10''$ West 276.01 feet;
thence South $00^{\circ}30'45''$ East 15.00 feet;
thence South $89^{\circ}29'15''$ West 65.00 feet;
thence North $27^{\circ}04'39''$ West 4.47 feet;
thence South $89^{\circ}29'15''$ West 38.00 feet;
thence South $26^{\circ}03'09''$ West 4.47 feet;
thence South $89^{\circ}29'15''$ West 192.10 feet;
thence along the Low-water Line of Lake Tahoe, being an elevation of 6223.0 feet, Lake Tahoe Datum, the following 4 courses:

North $49^{\circ}37'18''$ East 18.55 feet;
North $40^{\circ}15'18''$ East 42.44 feet;
North $48^{\circ}45'33''$ East 29.40 feet;
North $47^{\circ}23'19''$ East 3.69 feet;

thence North $88^{\circ}49'10''$ East 500.00 feet;
thence North $00^{\circ}37'16''$ West 51.93 feet;
thence along a non-tangent curve concave to the West, having a radius of 190.00 feet, a central angle of $20^{\circ}52'24''$ and an arc length of 69.22 feet, the chord of said curve bears North $16^{\circ}08'27''$ West 68.84 feet;
thence South $28^{\circ}17'48''$ West 9.31 feet;
thence North $61^{\circ}42'25''$ West 70.31 feet;
thence North $28^{\circ}17'48''$ East 44.21 feet;
thence South $61^{\circ}42'25''$ East 70.31 feet;
thence South $28^{\circ}17'48''$ West 10.99 feet;
thence along a non-tangent curve concave to the West, having a radius of 210.00 feet, a central angle of $24^{\circ}52'36''$ and an arc length of 91.18 feet, the chord of said curve bears South $17^{\circ}53'39''$ East 90.46 feet;
thence South $00^{\circ}37'16''$ East 52.60 feet;

thence South 88°49'10" West 10.00 feet;
thence South 01°28'07" West 53.45 feet to the Point of Beginning.

Containing 38,178 square feet, more or less.

The Basis of Bearing for this description is that Record of Survey filed for record on April 16, 1990 as document number 224037.

"Excepting any portion of the above described property lying within the bed of Lake Tahoe below the line of natural ordinary high water and also excepting any artificial accretions to the land waterward of the line of natural ordinary high water or if the lake level has been artificially lowered, excepting any portion lying below an elevation of 6,223.00 feet, Lake Tahoe Datum established by N.R.S. 321.595"

(The legal description in this Grant, Bargain and Sale Deed is taken from a Grant, Bargain and Sale Deed dated October 22, 2013 and recorded on November 4, 2013 as Document No. 0833345 in the Douglas County Recorder's office, State of Nevada. The preparer of this deed has not independently verified the legal description set forth herein).