Opepaned by a Rotuen to:

(Rantees Address (8545 SANDPIPER P). Leesburg, Ut 20176

APN 42-140-13 (PTN)

THIS DEED, dated as of the 14th day of January, 2002, between RICHARD G. LESCALLEET and AGHDAS LESCALLEET, residents of Loudoun County, Virginia, as Grantors, and RICHARD G. LESCALLEET, resident of Loudoun County, Virginia as trustee of the RICHARD G. LESCALLEET LIVING TRUST, u/d December 11, 2001, and AGHDAS LESCALLEET, resident of Loudoun County, Virginia as trustee of the AGHDAS LESCALLEET LIVING TRUST, u/d December 11, 2001 as Grantees, equal tenants in common.

WITNESSETH:

That for and in consideration of the sum of TEN Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby grant and convey, with General Warranty and English Covenants of Title, unto the Grantees the following described property located in the County of Douglas, Nevada (the "Property"):

SEE EXHIBIT A FOR LEGAL DESCRIPTION

AND BEING the same property conveyed to the Grantors by Deed recorded in Deed Book 687 at Page 416 among the land records of Douglas County, Nevada. Document Number 155753.

TO HAVE AND TO HOLD the Property in fee simple, upon the trusts and for the uses and purposes set forth herein and in the Trust Agreements, including the following:

Full power and authority is hereby granted to the Trustee and their successors to protect and conserve the property; to sell, contract to sell and grant options to purchase the Property and right, title or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by Deed or other conveyance to any grantee, with or without consideration; to mortgage, execute a deed of trust on, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend, and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for any rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

No party dealing with the Trustees in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustees, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of the Trusts have been complied with, (c) to inquire into the authority, necessity or expediency of any act of the Trustees, or (d) be privileged to inquire into any of the terms of the Trust Agreements creating said Trusts. Every Deed, mortgage, lease or other instrument executed by the Trustees in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title, or interest thereunder; (a) that at the time of the delivery thereof the said Trusts were in full force and effect, (b) that such instrument was executed in accordance with the trusts, the terms and conditions thereof and of the said Trust Agreements and is binding upon all beneficiaries thereunder, (c) that the Trustees were duly authorized and empowered to execute and deliver every such instrument, and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all of the title, estate, rights, powers, duties and obligations of its, his, or their predecessor in trust.

The Trustees shall have no individual liability or obligation whatsoever arising from the Trustees' ownership as Trustees of the legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by said Trustees in dealing with said Property, or in otherwise acting as Trustees, except only so far as said Property and any trust funds in the actual possession of the Trustees shall be applicable to the payment and discharge thereof.

The interest of every beneficiary under the Trust Agreements and of all persons claiming under any of them shall be only in the earnings, avails and proceeds arising from the rental, sale or other disposition of the Property. Such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title, or interest, legal or equitable, in or to the Property, as such, but only in the earnings, avails, and proceeds thereof as provided in the Trust Agreements.

As used herein, the singular shall include the plural and the plural shall include the singular, wherever appropriate.

This conveyance is made subject to easements, conditions and restrictions of record insofar as they may lawfully affect the Property.

WITNESS the following signatures and seals:

CICHARD C. LESCALLETT (SEAL)

addas to Class

AGHDAS LESCALLEET

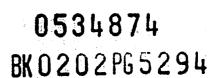
STATE OF VIRGINIA TOWN OF LEESBURG

Acknowledged before me this 4 day of January, 2002, by RICHARD G. LESCALLEET, and AGHDAS LESCALLEET, individuals known to me and described in the foregoing instrument.

MOTARY PU

My Commission expires:

8.31-04



EHHIBIT "A"

An Alternate Year Timeshare Estate Comprised of:

PARCEL ONE:

An undivided 1/102nd interest in and to that certain condominium described as follows:

- (a) An undivided 1/20th interest, as tenants-in-common, in and to Lots 3, of Tahoe Village Unit No. 3, Fifth-Amended Map, recorded October 29. 1981, as Document No. 61612 as corrected by Certificate of Amendment recorded November 23, 1981, as Document No. 62661, all of Official Records Douglas County, State of Nevada. Except therefrom units of to to on said Amended Map and as corrected by said Certificate of Amedment.
 (B) Unit No./2, as shown and de
- , as shown and defined on said last mentioned map as corrected by said Certificate of Amendment.

PARCEL TWO:

A non-exclusive right to use the real property known as Parcel "A" on the Official Map of Tahoe Village Unit No. 3, recorded January 22 1973, as Document No. 63805, of Official Records of said County and State for, all those purposes provided for in the Declaration of Covenants, Conditions and Restrictions, recorded January 11, 1973, as ictions recorded January 11, 1973, as Document No. 63681, in Book 173, Page 229 of Official Records and in Modification thereof, recorded September 28, 1973, as Document No. 69063 in Book 973, Page 812 of Official Records and recorded July 2, 1976; as Document No. 1472 in Book 776, Page 87 of Official Records.

PARCEL THREE:

A non-exclusive easement for ingress and egress and recreational purposes and for use and enjoyment and incidental purposes over, on and through Lots 29, 39, 40 and 41 as shown on said Tahoe Village Unit No. 3, Fifth-Amended Map and as corrected by said Certificate of Amendment.

PARCEL FOUR:

- (A) A non-exclusive easement for roadway and public utility purposes as granted to Harich Tahoe Developments in deed re-recorded December 8, 1981, as Document No. 63026, being over a portion of Parcel 26-A (described in Document No. 01112, recorded June 17, 1976) in Section 30, Township 13 North, Range 19 East M.D.N.
- (b) An easement for ingress, egress and public utility purposes 32' wide, the centerline of which is shown and described on the Fifth-Amended Map of Tahoe Village No. 3, recorded October 29, 1981, as Document No. 61612, and amended by Certificate of Amendment recorded November 23, 1981, as Document No. 62661 Official Records, Douglas County, State of Nevada.

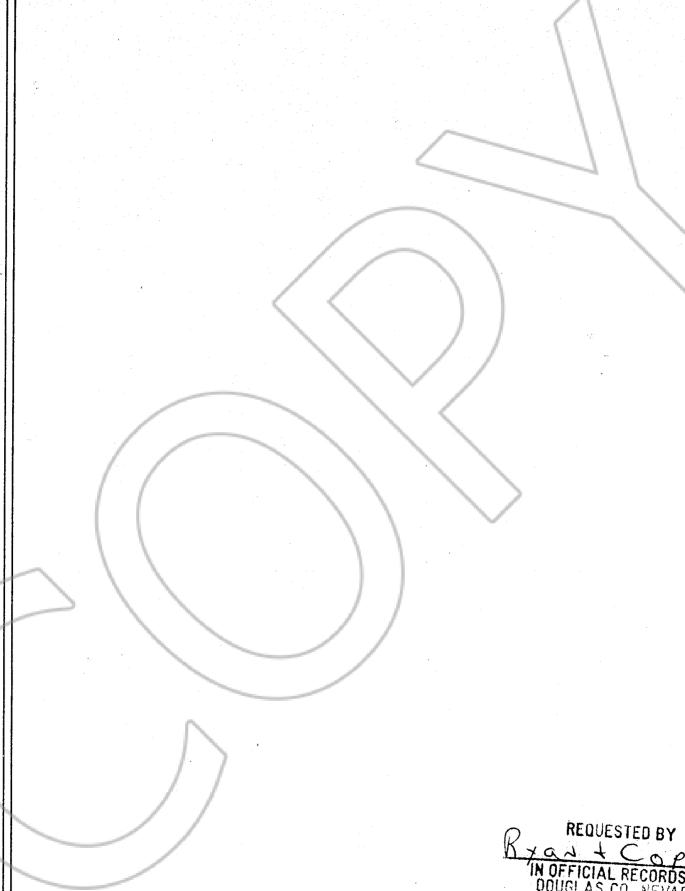
PARCEL FIVE:

The Exlusive right to use said UNIT and the non-exclusive right to use the real property referred to in subparagraph (A) of Parcel One and Parcels Two. Three and Four above during ONE alternate use week of Timeshare Covenants, Conditions and Restrictions for the Ridge Tahoe, recorded Pebruary 14, 1984 as Document No. 96758 of Official Records, as amended.

The above described exclusive and non-exclusive rights may be applied to any available unit in the project, during said alternate use week within said season.

0534874

LAW OFFICES
RYAN & COPPOLA
1 N. KING STREET
LEESBURG, VIRGINIA 20176
(703) 771-7531



IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2002 FEB 15 PM 2: 15

LINDA SLATER
RECORDER

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