

APN: 1220-20-001-010

REQUESTED BY  
*Brooke Shaw Zumoff*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 NOV -4 AM 10: 25

WERNER CHRISTEN  
RECORDER

\$ 1700 PAID 31 DEPUTY

✓ When Recorded, Mail to:  
Mr. & Mrs. Charles Barr, Trustees  
The Barr Living Trust  
652 Larkspur Lane  
Gardnerville, NV 89460

Mail Tax Statements to:  
Mr. & Mrs. Charles Barr, Trustees  
The Barr Living Trust  
652 Larkspur Lane  
Gardnerville, NV 89460

R.P.T.T. \$ 360.75

**GIFT DEED**

THIS INDENTURE WITNESSETH: That for love and affection, and other valuable consideration, the receipt of which is hereby acknowledged, CHARLES W. BARR and ELINOR S. BARR, TRUSTEES OF THE CHARLES W. BARR AND ELINOR S. BARR LIVING TRUST DATED 8 DECEMBER 1994 (Grantors), do hereby grant, bargain and sale an undivided Eighteen Point Forty-Three Percent (18.43%) interest to KATHERINE PAULINE BARR KARNOFEL, a married woman as her sole and separate property, and an undivided Eighteen Point Forty-Three Percent (18.43%) interest to THOMAS LEE KARNOFEL, a married man as his sole and separate property, subject to the conditions and restrictions which follow (Grantees) of 1053 Country Lane, Gardnerville, Nevada 89460, as tenants in common, in and to all that real property in the County of Douglas, State of Nevada, commonly known as:

Assessor's Parcel Number 1220-20-001-010 (previously 27-720-08)

Lot 12, Block B, as said Lot and Block are shown on that map entitled COUNTRY LANE SUBDIVISION, recorded 4 February 1981, in Book 281 of the Official Records of Douglas County, Nevada, at Page 242, Document No. 53226.

Commonly known as 1053 Country Lane, Gardnerville, Nevada.

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Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

This grant, bargain and sale is made on and subject to the following conditions:

1. The restrictions which follow attach to the current ownership and any future conveyances of an ownership interest in the subject property from these Grantors to these Grantees.

2. The interest of THOMAS LEE KARNOFEL shall pass and be conveyed to KATHERINE PAULINE BARR KARNOFEL for the sum of One Dollar (\$1.00) should she be living at the date of his death. Should KATHERINE PAULINE BARR KARNOFEL predecease THOMAS LEE KARNOFEL, then upon his death his interest shall pass and be conveyed to the then living children of KATHERINE PAULINE BARR KARNOFEL and THOMAS LEE KARNOFEL, in trust to be held by a duly-appointed Trustee until the youngest child reaches thirty-five (35) years of age, at which time the property will be distributed free and clear of trust in equal shares to the then living children. Should KATHERINE PAULINE BARR KARNOFEL predecease THOMAS LEE KARNOFEL, Thomas may retain possession of the subject property for the term of his life, but then upon his death, his interest in the property shall pass and be conveyed to the children of KATHERINE PAULINE BARR KARNOFEL and THOMAS LEE KARNOFEL as set forth herein.

3. In the event that the marriage of THOMAS LEE KARNOFEL and KATHERINE PAULINE BARR KARNOFEL is lawfully dissolved, THOMAS LEE KARNOFEL agrees to convey his interest in the property to KATHERINE PAULINE BARR KARNOFEL for the sum of One Dollar (\$1.00). Additionally, THOMAS LEE KARNOFEL waives any claim he has, or may have in the future, to any increase in value to the property caused by the investment of

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community efforts or property, or caused by the investment of his community or separate efforts or property.

4. Prior to the sale of their undivided interest or interests in the subject property to a third person, KATHERINE PAULINE BARR KARNOFEL and/or THOMAS LEE KARNOFEL shall offer to sell their interest in the property to CHARLES W. BARR and ELINOR S. BARR, Trustees of THE CHARLES W. BARR AND ELINOR S. BARR LIVING TRUST DATED 8 DECEMBER 1994, for an amount equal to fifty percent (50%) of that amount being offered by a third-party purchaser. The Trust will have a period of seventy-two hours within which to accept or reject said offer, and if accepted, the Trust shall perform consistent with the terms of the contract with the proposed third-party purchaser.

The restriction on sale contained in this paragraph 4 shall terminate when CHARLES W. BARR and ELINOR S. BARR, current Trustees of THE CHARLES W. BARR and ELINOR S. BARR LIVING TRUST DATED 8 DECEMBER 1994, are both deceased.

5. Should either THOMAS or KATHERINE KARNOFEL desire to sell their interest and the trust declines to buy it, said interest will thereafter be offered to the other KARNOFEL on the same terms and conditions as set forth above, and if declined, thereafter to the third-party purchaser.

6. THOMAS LEE KARNOFEL and KATHERINE PAULINE BARR KARNOFEL agree to execute all documents and to perform any acts necessary to perform upon this agreement.

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7. THOMAS LEE KARNOFEL and KATHERINE PAULINE BARR  
KARNOFEL agree to bind themselves, their successors, their personal administrators and their heirs  
to these restrictions and this agreement.

Witness my hand this 15<sup>th</sup> day of September, 2004.

Charles W. Barr  
CHARLES W. BARR, TRUSTEE

Elinor S. Barr  
ELINOR S. BARR, TRUSTEE

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

On 15 September 2004, before me, a notary public, personally appeared  
CHARLES W. BARR, personally known (or proved) to me to be the person whose name is  
subscribed to the above instrument who acknowledged that he executed the instrument.

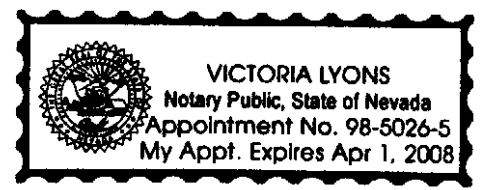
Victoria Lyons  
Notary Public

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )



On 15 September 2004, before me, a notary public, personally appeared  
ELINOR S. BARR, personally known (or proved) to me to be the person whose name is subscribed  
to the above instrument who acknowledged that he executed the instrument.

Victoria Lyons  
Notary Public



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