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OFFICIAL RECORD
Requested By:
HOLIDAY TRANSFER

Douglas County - NV Werner Christen - Recorder

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17.00 0.00



**PTN**<sup>2</sup>APN: 1319-30-645-003

THIS DOCUMENT PREPARED BY ANNA PATENT AND

WHEN RECORDED RETURN TO:

Name: Holiday Transfer Services

Address: 3605 Airport Way South, Suite 200

City/State/Zip: Seattle, WA 98134

Real Property Transfer Tax: \$11.70

Special Power of Attorney
(Title of Document)

This page added to provide additional information required by NRS111.312 Sections1-2

This Document Prepared By and When Recorded Return To: Anna Patent The Holiday Transfer Services 3605 Airport Way South, Suite 200 Seattle, Washington 98134

## SPECIAL POWER OF ATTORNEY

I/We, Jeffrey S. Emptage and Barbara B. Emptage, hereby-designate HOLIDAY RESALES INC., or any officer, agent, or assign of HOLIDAY RESALES INC., as attorney-in fact.

1. Effectiveness and Duration.

This special power of attorney is effective immediately. This special power of attorney will remain effective until earlier of May 13, 2006 or upon closing of the sale of my timeshare interest in Ridge Tahoe, The (the "Timeshare") as more particularly described on the attached Exhibit A, unless sooner revoked.

2. Revocation.

If I have given a copy of this special power of attorney to my attorney-in-fact, then I may revoke this power of attorney by written notice mailed or delivered to my attorney -in-fact. Otherwise, I may revoke this power of attorney at any time by executing a written document to that effect, but notice of such revocation need not be given to my attorney-in-fact.

3. Specific Authority.

My attorney-in-fact, as a fiduciary, shall have the authority to sell, assign, exchange, convey with or without covenants, quitclaim, or otherwise dispose of; to contract or agree for the disposal of; to contract or agree for the disposal of; to contract or agree for the disposal of; or in any manner deal in and with my interest in the Timeshare, and may make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver any instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in furtherance of the sale of the Timeshare, upon such terms and conditions as my said attorney-in-fact shall think proper. In addition, my attorney-in-fact shall have the authority to contact the resort, Management Company, rental office, Exchange Company, or such other entity that manages the Timeshare for reservation, banking, or other information regarding the ownership status or usage of the Timeshare.

4. Ratification and Indemnity

I hereby ratify all that my attorney-in-fact shall lawfully do or cause to be done by virtue of this document, and I shall hold harmless and indemnify my attorney-in-fact from all liability for acts done in good faith.

Parties Bound

I declare that any act or thing lawfully done hereunder by my attorney-in-fact shall be binding on me, my heirs and devisees, my legal and personal representatives, and assigns.

6. Reliance on Photocopy.

Third parties shall be entitled to rely upon a photocopy of the signed original hereof as opposed to a certified copy of the same.

7. Applicable Law

This special power of attorney and the rights and obligations herein will be interpreted and construed under the laws of the applicable to contracts made and to be performed in the among residents of that' state.

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In witness of this, I have signed on May 23, 2005.
Jeffrey S. Emptage Barbara B. Emptage
STATE OF NEW YORK )  COUNTY OF HIBANY )
I certify that I know or have satisfactory evidence that $\underbrace{\mathcal{F}_{EFRE}}$ $\underbrace{\mathcal{S}_{Emptage}}$ $\underbrace{\mathcal{E}_{mptage}}$ is/are the person(s) who appeared before me, and said person(s) acknowledged that they/he/she signed this instrument and acknowledged it to be
their/his/her free and voluntary act for the uses and purposes mentioned in this instrument.
DATED: MA 23, 2006 Mound & Collect  (Notary Signature)  Print Name: MARIA L. Collect  NOTARY PUBLIC for the State of
MEW YORK, residing at  16 GOLDER ST. ALBANY, INV 12209
My appointment expires:  April 14, 2006

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## EXHIBIT 'A'

An undivided 1/102nd interest as tenants in common in and to that certain real property and improvements as follows: (A) An undivided 1/48th interest in and to Lot 42 as shown on Tahoe Village Unit No. 3-14th Amended Map, recorded April 1, 1994, as Document No. 333985, Official Records of Douglas County, State of Nevada, excepting therefrom Units 255 through 302 (inclusive) as shown on said map; and (B) Unit No. 269 as shown and defined on said map; together with those easements appurtenant thereto and such easements describe in the Fourth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for The Ridge Tahoe recorded February 14, 1984, as Document No. 096758, as amended, and in the Declaration of Amnexation of The Ridge Tahoe Phase Seven recorded April 26, 1995, as Document No. 360927, as amended by Amended and Restated Declaration of Annexation of The Ridge Tahoe Phase Seven, recorded May 4, 1995, as Document No. 361461, and as further amended by the Second Amendment to Declaration of Annexation of The Ridge Tahoe Phase Seven recorded on October 17, 1995 as Document No. 372905, and as described in the First Amended Recitation of Easements Affecting The Ridge Tahoe recorded June 9, 1995 as Document No. 363815, and subject to said Declarations; with the exclusive right to use said interest, in Lot 42 only, for one week every other year in Even numbered years in accordance with said Declarations.

Together with a 13- foot wide easement located within a portion of Section 30, Township 13 North, Range 19 East, MDB&M, Dough County, Nevada, being more particularly described as follows:

Beginning at the Northwest corner of this easement said point bears S. 43°19'06" E., 472.67 feet from Control Point "C" as shown on the Tahoe Village Unit No. 3, 13<sup>th</sup> Amended Map, Document No. 269053 of the Douglas County Recorder's Office;

Thence S. 52°20'29" E., 24.92 feet to a point on the Northerly line of Lot 36 as shown on said 13<sup>th</sup> Amended Map; thence S. 14°00'00" W., along said Northerly line, 14.19 feet' thence N. 52°20'29" W., 30.59 feet; thence N. 37°33'12" E., 13.00 feet to the Point of Beginning.

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