

OFFICIAL RECORD

Requested By:

DEANA J JARRETT

A.P. No. 1319-30-644-1001 (2A)
Portion of 42-288-08-

R.P.T.T. \$5.85

WHEN RECORDED MAIL TO:

/Tom & Deana Jarrett
456 Lido Drive
South Lake Tahoe, Ca. 96150

MAIL TAX STATEMENT TO:
Same as above

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 8 Fee: 46.00
BK-1106 PG- 9117 RPTT: 5.85



GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Robert G. Boaz and Francine J. Boaz, husband and wife

do(es) hereby GRANT, BARGAIN and SELL to Tom Jarrett and Deana Jarrett, husband and
wife as joint tenants

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Date: November 16, 2006

STATE OF Tennessee)
: ss.
COUNTY OF Davidson

Robert G. Boaz
Robert G. Boaz

Francine J. Boaz
Francine J. Boaz

On November before me, Drew Dixon
Personally appeared Robert G Boaz and Francine J Boaz
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Drew Dixon

*My Commission Expires
July 24, 2010*



AGREEMENT TO SELL REAL ESTATE

This Agreement is made on November 7, 2006, between Robert G. Boaz & Francine J. Boaz, Seller, of The Ridge Tahoe Plaza Building Swing Season Even Year, City of STATELINE,
USE WEEK # 37-198-41-81 STATELINE, NV 89449
State of NEVADA, and TOM & DEANA JARVETT, Buyer, of
The Ridge Tahoe Plaza Building Swing Season Even Year, City of STATELINE,
USE WEEK # 37-198-41-81.
State of NEVADA.

The Seller now owns the following described real estate, located at The Ridge Tahoe Plaza Building Swing Season Even Year
USE WEEK # 37-198-41-81,
City of STATELINE, State of NEVADA.

For valuable consideration, the Seller agrees to sell and the Buyer agrees to buy this property for the following price and on the following terms:

1. The Seller will sell this property to the Buyer, free from all claims, liabilities, and indebtedness, unless noted in this Agreement.
2. The following personal property is also included in this sale:

3. The Buyer agrees to pay the Seller the sum of \$ 1200.00, which the Seller agrees to accept as full payment. This Agreement, however, is conditional upon the Buyer being able to arrange suitable financing on the following terms at least thirty (30) days prior to the closing date for this Agreement: a mortgage in the amount of 0, payable in 0 monthly payments, with an annual interest rate of 0 percent.

4. The purchase price will be paid as follows:

Earnest deposit (upon signing this Agreement) \$ _____
Other deposit: _____ \$ _____
Cash or certified check on closing \$ 1200.00
(subject to any adjustments or prorations on closing)
Total Purchase Price \$ 1200.00

5. The Seller acknowledges receiving the Earnest money deposit of \$ 0 from the Buyer. If Buyer fails to perform this Agreement, the Seller shall retain this money. If Seller fails to perform this Agreement, this money shall be returned to the Buyer or the Buyer may have the right of specific performance. If Buyer is unable to obtain suitable financing at least thirty (30) days prior to closing, then this money will be returned to the Buyer without penalty or interest.

6. This Agreement will close on as soon as November 21, at 4 PM o'clock, 2006,
City of SOLAKE TAHOE, State of CALIFORNIA.

At that time, and upon payment by the Buyer of the portion of the purchase price then due, the Seller will deliver to Buyer the following documents:

- ~~(a) A Bill of Sale for all personal property.~~
- ~~(b) A Warranty Deed for the real estate.~~
- (c) A Seller's Affidavit of Title
- (d) A Closing Statement
- (e) Other documents:

7. At closing, pro-rated adjustments to the purchase price will be made for the following items:

- (a) Utilities *0*
- (b) Property taxes *0*
- (c) The following other items:

8. The following closing costs will be paid by the Seller: *none*

9. The following closing costs will be paid by the Buyer: *none*

10. Seller represents that it has good and marketable title to the property and will supply the Buyer with either an abstract of title or a standard policy of title insurance. Seller further represents that the property is free and clear of any restrictions on transfer, claims, indebtedness, or liabilities except the following:

- (a) Zoning, restrictions, prohibitions, or requirements imposed by any governmental authority
- (b) Any restrictions appearing on the plat of record of the property
- (c) Public utility easements of record
- (d) Other:

Seller warrants that there shall be no violations of zoning or building codes as of the date of closing. Seller also warrants that all personal property included in this sale will be delivered in working order on the date of closing.

11. At least thirty (30) days prior to closing, Buyer shall have the right to obtain a written report from a licensed termite inspector stating that there is no termite infestation or termite damage to the property. If there is such evidence, Seller shall remedy such infestation and/or repair such damage, up to a maximum cost of two (2) percent of the purchase price of the property. If the costs exceed two (2) percent of the purchase price and Seller elects not to pay for the costs over two (2) percent, Buyer may cancel this Agreement and the escrow shall be returned to Buyer without penalty or interest.

12. At least thirty (30) days prior to closing, Buyer or their agent shall have the right to inspect all heating, air conditioning, electrical, and mechanical systems of the property, the roof and all structural components of the property, and any personal property included in this Agreement. If any such systems or equipment are not in working order, Seller shall pay for the cost of placing them in working order prior to closing. Buyer or their agent may again inspect the property within forty-eight (48) hours of closing to determine if all systems and equipment are in working order.

13. Between the date of this Agreement and the date for closing, the property shall be maintained in the condition as existed on the date of this Agreement. If there is any damage by fire, casualty, or otherwise, prior to closing, Seller shall restore the property to the condition as existed on the date of this Agreement. If Seller fails to do so, Buyer may (a) accept the property, as is, along with any insurance proceeds due Seller, or (b) cancel this Agreement and have the escrow deposit returned, without penalty or interest.

14. As required by law, the Seller makes the following statement: "Radon gas is a naturally occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas and radon gas testing may be obtained from your county health department."

15. As required by law, the Seller makes the following LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular threat to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

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SELLER'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards: (Seller to initial one).

____ Known lead-based paint and/or lead-based paint hazards are present in building (explain).

RM/AB Seller has no knowledge of lead-based paint and/or lead-based paint hazards in building.

RECORDS AND REPORTS AVAILABLE TO SELLER: (Seller to initial one).

____ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards that are present in building (list documents):

RM/AB Seller has no records and reports pertaining to lead-based paint and/or lead-based paint hazards in building.

BUYER'S ACKNOWLEDGMENT (Buyer to initial all applicable).

____ Buyer has received copies of all information listed above.

____ Buyer has received the publication "Protect Your Family from Lead in Your Home."

____ Buyer has received a 10-day opportunity (or mutually-agreed on period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

____ Buyer has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

The Seller and Buyer have reviewed the information above and certify, by their signatures at the end of this Agreement, that to the best of their knowledge, that the information they have provided is true and accurate.

16. The parties also agree to the following additional terms:

17. No modification of this Agreement will be effective unless it is in writing and is signed by both the Buyer and Seller. This Agreement binds and benefits both the Buyer and Seller and any successors and assigns. Time is of the essence of this Agreement. The acceptance of a deed by the Buyer shall be considered full performance of every obligation of the Seller under this Agreement. This document, including any attachments, is the entire agreement between the Buyer and Seller. This Agreement is governed by the laws of the State of

NEVADA.

Robert G. Boal
Francine J. Boal

Signature of Seller

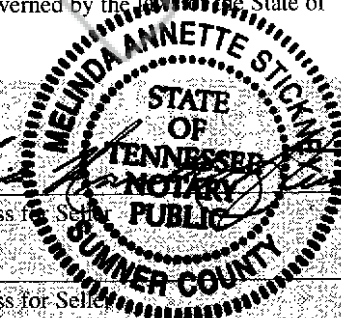
ROBERT G. BOAL

FRANCINE J. BOAL

Name of Seller

Melinda Annette Sticking

Signature of Witness for Seller



Signature of Witness for Seller

Signature of Buyer

Signature of Witness for Buyer

Name of Buyer

Signature of Witness for Buyer

AFFIDAVIT OF TITLE

STATE OF NEVADA)
COUNTY OF STATELINE)

SS.:
say(s) under oath:

1. **Representations.** If only one person signs this affidavit the words "we", "us" and "our" shall mean I, me and "my". The statements in this affidavit are true to the best of our knowledge, information and belief.

2. **Name, Age and Residence.** We have never changed our names or used any other names. We are citizens of the United States and at least 18 years old. After today, we will live at

3. **Ownership and Possession.** We are the only owners of property located at WK# 37-198-41-81
The Ridge TANOE PLAZA Building SUMMER SEASON EVERY YEAR called "this property".

We now sell this property to TOM & DEANA JAWETT called the "Buyers".

We are in sole possession of this property. There are no tenants or other occupants of this property. We have owned this property since 1992. Since then no one has questioned our ownership or right to possession. We have never owned any property which is next to this property. Except for our agreement with the Buyers, we have not signed any contracts to sell this property. We have not given anyone else any rights concerning the purchase or lease of this property.

4. **Improvements.** No additions, alterations or improvements are now being made or have been made to this property since _____. We have always obtained all necessary permits and certificates of occupancy. All charges for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefiting this property have been paid in full. No building, addition, extension or alteration on this property has been made or worked on within the past four months. We are not aware that anyone has filed or intends to file a mechanic's lien or building contract relating to this property. No one has notified us that money is due and owing for construction, alteration or repair work on this property.

5. **Liens or Encumbrances.** We have not allowed any interests (legal rights) to be created which affects our ownership or use of this property. No other persons have legal rights in this property, except the rights of utility companies to use this property along the road or for the purpose of serving this property. There are no pending lawsuits or judgments against us or other legal obligations which may be enforced against this property. No bankruptcy or insolvency proceedings have been started by or against us. We have never been declared bankrupt. No one has any security interest in any personal property or fixtures on this property. All liens (legal claims, such as judgments) listed on the attached judgments or lien search are not against us, but against others with the same or similar names.

6. **Marital History.** (check where appropriate)

We are not married.
 We are married to each other. We were married on 10/11/1992. The maiden name of FRANCIENE BOAZ EMERY MOLL

This property has never been occupied as the principal matrimonial residence of any of us. (If it has, or if it was acquired before May 28, 1980, each spouse must sign the mortgage and affidavit N.J.S.A. 3B:28- 2,3.)

Our complete marital history is listed above.

Our complete marital history is listed below under paragraph number 7. This includes all marriages not listed above and any pending matrimonial actions. We include how each marriage ended. We have attached copies of any death certificates and judgments for divorce or annulment including any provisions in these judgments which relate to this property.

7. **Exceptions and Additions.** The following is a complete list of exceptions and additions to the above statements. This includes all liens or mortgages which are not being paid off as a result of this sale.

There are no child support judgments outstanding against us. The undersigned hereby certify that there are no recognizances filed against the undersigned as either principal or surety or against the property that is the subject matter of the within transaction.

8. **Reliance.** We make this affidavit in order to induce the Buyer(s) to accept our deed. We are aware that the Buyer(s) and their Mortgage lender rely on our truthfulness and the statements made in this affidavit.

Signed and sworn to before me on Robert H Boaz & Francine Boaz 11/7/06

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EXHIBIT "A" (37)

A TIMESHARE ESTATE COMPRISED OF:

PARCEL ONE

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

- (A) An undivided 1/106th interest as tenants- in- common, in and to Lot 37 as shown on Tahoe Village Unit No. 3-10th Amended Map, Recorded September 21, 1990 as Document No. 235008, Official Records of Douglas County, State of Nevada. Except therefrom Units 039 through 080 (inclusive) and Units 141 through 204 (Inclusive) as shown and defined on that certain Condominium Plan recorded as Document No. 182057, Official Records of Douglas County, State of Nevada.
- (B) Unit No. 198 as shown and defined on said last Condominium Plan.

PARCEL TWO

- (A) a non-exclusive easement for roadway and public utility purposes as granted to Harich Tahoe developments in deed 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.B.& M.; and
- (B) An easement for ingress, egress and public utility purposes, 32' wide, the centerline of which is shown and described on the Seventh Amended Map of Tahoe Village No. 3, recorded April 9, 1986, as Document No. 133178 of Official Records, Douglas County, State of Nevada.

PARCEL THREE

A non-exclusive right to use the real property known as "Common Area" as shown on Tahoe Village Unit No. 3-10th Amended Map, Recorded September 21, 1990 as Document No. 235008 of the Douglas County Recorder's Office, Douglas County, Nevada, within Section 30, Township 13 North, range 19 East, M.D.B.& M. for all those purposes provided for in the Declaration of Covenants, Conditions, and Restrictions recorded January 11, 1973, as Document No. 63681, in book 173 Page 229 of Official Records and in modifications thereof: (1) recorded September 28, 1973, as Document No. 69063 in Book 973 Page 812 of Official Records; (2) recorded July 2, 1976, as Document No 1472 in Book 776 Page 87 of Official Records; and (3) recorded July 26, 1989, as Document No. 207446, in Book 789, Page 3011.

PARCEL FOUR

A non-exclusive easement for ingress and egress and recreational purposes and for the use and enjoyment and incidental purposes over, on and through Lots 29, 30, 35, 39, 40, and 41 as shown on Tahoe Village Unit No. 3 - 10th Amended Map, Recorded September 21, 1990 as Document No. 235008 of the Douglas County Recorder's Office, Douglas County, Nevada, within Section 30, Township 13 North, Range 19 East M.D.B.& M. for all those purposes provided for in the Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded February 14, 1984, as Document No. 96758 and as amended from time to time of Official Records of Douglas County, State of Nevada.

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PARCEL FIVE

The Exclusive right to use any UNIT of the same Unit Type as described in the Amended Declaration of Annexation of The Ridge Tahoe Phase Five recorded on August 18, 1988, as Document No. 184461 of Official Records of Douglas County, in which an interest is hereby conveyed in subparagraph (B) of Parcel One, 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 for all of the purposes provided for in the Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Ridge Tahoe, recorded February 14, 1984, as Document No. 96758 of Official Records of Douglas County, during ONE ALTERNATE use week within the EVEN numbered years of the SWING SEASON, as said quoted term is defined in the Declaration of Annexation of the Ridge Tahoe Phase Five.

The above described exclusive right may be applied to any available unit of the same Unit Type on Lot 37 during said use week within said "use season".

A Portion of APN 42-288-08

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

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EXHIBIT "B" (37)

An undivided 1/102nd interest as tenants in common in and to that certain real property and improvements as follows: (A) An undivided 1/106th interest in and to Lot 37 as shown on Tahoe Village Unit No. 3-13th Amended Map, recorded December 31, 1991, as Document No. 268097, rerecorded as Document No. 269053, Official Records of Douglas County, State of Nevada, excepting therefrom Units 039 through 080 (inclusive) and Units 141 through 204 (inclusive) as shown on that certain Condominium Plan Recorded July 14, 1988, as Document No. 182057; and (B) Unit No. 198 as shown and defined on said Condominium Plan; together with those easements appurtenant thereto and such easements described 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 Annexation of The Ridge Tahoe Phase Five recorded August 18, 1988, as Document No. 184461, as amended, and as described in the Recitation of Easements Affecting the Ridge Tahoe recorded February 24, 1992, as Document No. 271619, and subject to said Declarations; with the exclusive right to use said interest in Lot 37 only, for one week every other year in Even-numbered years in the Swing "Season" as defined in and in accordance with said Declarations.

A portion of APN: 42-288-08

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STEWART TITLE OF DOUGLAS COUNTY



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REQUESTED BY

STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

2001 MAR 20 AM 10:31

LINDA SLATER
RECORDER

\$ 9.00 PAID ko DEPUTY