No.

Mail To:
Bourdow, Bowen & Ellis, P.C.
5104 W. Village Green Dr.
Suite 108
Midlothian, VA 23112

DOC # 0697737 03/26/2007 11:32 AM Deputy: DW OFFICIAL RECORD Requested By: BOURDOW, BOWEN & ELLIS

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0307 PG-7980 RPTT: # 7



THIS DEED OF GIFT, made as of the 26 day of FERRUARY, 2007, by and between TIMOTHY M. ATWOOD and SUSAN C. ATWOOD, husband and wife, Grantors, and TIMOTHY M. ATWOOD, TRUSTEE of the TIMOTHY M. ATWOOD TRUST DATED December 1, 2006, and SUSAN C. ATWOOD, Trustee of the SUSAN C. ATWOOD TRUST DATED December 1, 2006, Grantees.

# WITNESSETH:

THAT for estate planning purposes and for no monetary consideration, the Grantors do hereby grant and convey with General Warranty and English Covenants of Title, subject to the terms hereof, unto the Grantee, and their successor(s) in trust, the real estate described on Schedule "A" attached hereto and made a part hereof ("Property"). Together with the Tenants, here Diamant and appurtenances there unto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD said Property as Trustee under the TIMOTHY M. ATWOOD TRUST DATED December 1, 2006, as may be amended from time to time, and as Trustee under the SUSAN C. ATWOOD TRUST DATED December 1, 2006, as may be amended from time to time.

TO FURTHER HAVE AND TO HOLD the Property with full power, right and authority hereby granted unto the Grantees, and their successor(s) in trust, to sell, lease, exchange, encumber and/or convey the Property, either in whole or in part, upon such terms and conditions and for such consideration, or no consideration, as the Grantees may, in the discretion of the Grantees, deem advantageous, with the further right to subdivide and re-subdivide said property and to dedicate such portions thereof for public use as the Grantee shall deem desirable, together with the right to grant licenses and easements for utility or other purposes across, over and under said Property, and the Grantees is hereby empowered to execute, acknowledge and deliver such deed, deeds of trust, leases and other instruments necessary to carry out the foregoing powers, and there shall be no obligation or liability upon any purchaser or purchasers, lessee or lessees of the Property, or any part thereof, or upon any party or parties making any loans secured by deed or deeds of trust

purchaser or purchasers, lessee or lessees of the Property, or any part thereof, or upon any party or parties making any loans secured by deed or deeds of trust upon the Property, or any part thereof, to see to the proper application of the proceeds of sale, lease or loan.

Every deed, deed of trust, lease or other instrument executed by the Grantees, or their successors in trust, on behalf of the trust identified herein and in relation to the property described herein shall be conclusive evidence in favor of every person claiming any right, title, or interest thereunder that: (i) at the time of the delivery of such instrument the trust was in full force and effect; (ii) that such instrument was executed in accordance with the terms and conditions of the Trust agreement establishing such trust, as the same may be amended from time to time, and is binding upon all beneficiaries under said trust; and (iii) if such instrument is executed by the successor(s) in trust to the Grantees that such successor(s) in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of the Grantees provided such successor(s) in trust certify in said instrument that such successor(s) in trust have been properly appointed.

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



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WITNESS the following signature of the following	atures and seals.  Hunt a Udun (SEAL)	
st	Jusan C. ATWOOD (SEAL)	
STATE OF VIRGINIA )	\\	
CITY/COUNTY OF <u>CHOSTERFIUS</u> )	To-wit:	
The foregoing instrument waday of MARCH, 2007, by TIM	was acknowledged before me this AMOOD.	
My commission expires: <u>JAVVARY</u>	Notary Public	\
STATE OF VIRGINIA )  CITY/COUNTY OF CHOSFORFINED )	To-wit:	Αl
The foregoing instrument was day of 1742CH, 2007, by St	was acknowledged before me this 2000 cusan L. ATWOOD.	-
My commission expires: <u>Janvan</u> ;	Notary Public	:
My Commission expires: Sarvana		**;
GRANTEE'S ADDRESS:		
Timothy M. Atwood, Trustee and S 15819 Hampton Glen Place Chesterfield, VA 23832	Susan L. Atwood, Trustee SEAL	

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.

# PARCEL FIVE

THE Exclusive right to use any UNIT of the same Unit Type as described in the Declaration of Annexation of The Ridge Tahoe Phase Five recorded 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 Parcels One, Two, Three, and Four above for all purposes provided for in the Fourth Amended and Restated Declaration of Covenants, Conditions, and Restrictions of The Ridge Tahoe Phase Five, recorded February 14, 1984, as Document No. 96758 of Official Records of Douglas County, State of Nevada, during ONE use week with in the PRIME season, as said quoted term is defined in the Declaration of Annexation of The Ridge Tahoe Phase Five.

THE above is 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".

BEING the same real property conveyed to TIMOTHY M. ATWOOD and SUSAN L. ATWOOD, husband and wife as joint tenants with right of survivorship, by deed from HARICH TAHOE DEVELOPMENTS, a Nevada general partnership, dated October 25, 1990, and recorded in the Douglas County Recorder's Office, Douglas County, State of Nevada, in Deed Book 1190, at Page 510, and as Instrument No. 238150.



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# SCHEDULE "A"

# A TIMESHARE COMPRISED OF:

#### PARCEL ONE

AN undivided 1/51st 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. <u>150</u> 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, at Page 229, of Official Records and in modification thereof: (1) recorded September 28, 1973, as Document No. 69063 in Book 973, at Page 812, of Official Records; (2) recorded July 2, 1976, as Document No. 1472 in Book 776, at Page 87, of Official Records; and (3) recorded July 26, 1989, as Document No. 207446, in Book 789, at 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 of those purposes provided for in the Fourth Amended and Restated Declaration of Covenants,

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