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Rebecca Knabe

APN: 1318-15-817-001 PTN

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03/18/2011 10:31AM Deputy: DW
OFFICIAL RECORD
Requested By:
ANDERSON & DORN LTD
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 16.00
BK-311 PG-3814 RPTT: EX#003

### **RECORDING REQUESTED BY:**

Bradley B Anderson, Esq. Anderson, Dorn & Rader, Ltd. 500 Damonte Ranch Parkway, Suite 860 Reno, Nevada 89521

#### **AFTER RECORDING MAIL TO:**

Anderson, Dorn & Rader, Ltd. 500 Damonte Ranch Parkway, Suite 860 Reno, Nevada 89521

### MAIL TAX STATEMENT TO:

GEORGE L. HERBST and J. MAXINE HERBST 8 Mason Road Yerington, NV 89447

RPTT: \$0.00 Exempt (3)

Exempt (3): A transfer of title recognizing true status of ownership, same to same, joint tenant to community property; made without consideration.

# GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH THAT,

GEORGE L. HERBST and J. MAXINE HERBST who took title as JOY M. HERBST and GEORGE L. HERBST, husband and wife, as joint tenants

For NO consideration, do hereby Grant, Bargain, Sell and Convey unto:

GEORGE L. HERBST and J. MAXINE HERBST, husband and wife, as community property

ALL their interest in that real property situated in the County of Douglas, State of Nevada, more particularly described in Exhibit "A", attached hereto and incorporated herein, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues of profits thereof.

Subject To:

- 1. Taxes for the Current fiscal year, paid current
- 2. Restrictions, Conditions, Covenants, Rights, Rights of Way, and Easements now of record, if any.

This deed was prepared without the benefit of a title search and the description of the property was furnished by the parties. The preparer of this deed assumes no liability whatsoever either for the accuracy of the legal description or the status of the title to the property.

WITNESS our hands, this 17<sup>th</sup> day of March, 2011.

GEORGE LATERBST

MAXINE HERBST

STATE OF NEVADA

}ss:

COUNTY OF WASHOE

This instrument was acknowledged before me, this 17<sup>th</sup> day of March, 2011, by GEORGE L. HERBST and J. MAXINE HERBST.

Notary Public





## **EXHIBIT "A"**

### **Legal Description:**

Contract No.:000570904177

A 105,000/138,156,000 undivided fee simple interest as tenants in common in Units 7101, 7102, 7103, 7201, 7202, 7203, 7301, 7302 and 7303 in South Shore Condominium ("Property"), located at 180 Elks Point Road in Zephyr Cove, Nevada 89449, according to the Final Map #01-026 and Condominium Plat of South Shore filed of record in Book 1202, Page 2181 as Document Number 559872 in Douglas County, Nevada, and subject to all provisions thereof and those contained in that certain Declaration of Condominium – South Shore ("Timeshare Declaration") dated October 21, 2002 and recorded December 5, 2002 in Book 1202, Page 2182 as Instrument Number 559873, and also subject to all the provisions contained in that certain Declaration of Restrictions for Fairfield Tahoe at South Shore and recorded October 28, 2004 in Book 1004, Page 13107 as Instrument Number 628022, Official Records of Douglas County, Nevada, which subjected the Property to a timeshare plan called Fairfield Tahoe at South Shore ("Timeshare Plan").

Less and except all minerals and mineral rights which minerals and mineral rights are hereby reserved unto the Grantor, its successors and assigns.

The property is a/an Biennial Ownership Interest as described in the Declaration of Restrictions for Fairfield Tahoe at South Shore and such ownership interest has been allocated 210,000 Points as defined in the Declaration of Restrictions for Fairfield Tahoe at South Shore, which points may be used by the Grantee in Even Resort Year(s). SUBJECT TO:

- 1. Any and all rights of way, reservations, restrictions, easements, mineral exceptions and reservations, and conditions of record;
- 2. The covenants, conditions, restrictions and liens set forth in the Timeshare Declaration and the Declaration of Restrictions for Fairfield Tahoe at South Shore, and any supplements and amendments thereto;
- 3. Real estate taxes that are currently due and payable and are a lien against the Property.
- 4. All matters set forth on the plat of record depicting South Shore Condominium, and any supplements and amendments thereto.

By accepting this deed the Grantee(s) do(es) hereby agree to assume the obligation for the payment of a pro-rata or proportionate share of the real estate taxes for the current year and subsequent years. Further, by accepting this deed the Grantee(s) accept(s) title subject to the restrictions, liens and obligations set forth above and agree(s) to perform the obligations set forth in the Timeshare Declaration and the Declaration of Restrictions for Fairfield Tahoe at South Shore, in accordance with the terms thereof.

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