

APN#: 1319-15-000-027
1319-15-000-028
1319-15-000-015
1319-15-000-020
1319-22-000-021
1319-15-000-022
1319-15-000-023
1319-15-000-029
1319-15-000-030
1319-15-000-031
1319-15-000-032

After Recording Send Tax Statements to:
Orange Lake Country Club, Inc.
8505 West Irlo Bronson Memorial Highway
Kissimmee, FL 34747

After Recording Return to:
Wilson Title Services, LLC
4045 S. Spencer Street, Suite A62
Las Vegas, NV 89119

GRANT, BARGAIN AND SALE DEED
[David Walley's]

THIS DEED is made this 5th day of November, 2018, by and between **ORANGE LAKE COUNTRY CLUB, INC.**, a Florida corporation, whose mailing address is 8505 W. Irlo Bronson Memorial Highway, Kissimmee, Florida 34747 ("Grantor"), and **CHICAGO TITLE TIMESHARE LAND TRUST, INC.**, a Florida corporation, solely as Trustee of Land Trust No. 2017-OL1 (a.k.a. Orange Lake Land Trust), whose address is 2400 Maitland Center Parkway, Suite 110, Maitland, Florida 32751 ("Grantee") under that certain Trust Agreement for Orange Lake Land Trust (Trust No. 2017-OL1) dated December 15, 2017 as hereinafter described.

W I T N E S S E T H:

Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, the real property more particularly described in **Exhibit "A"** attached hereto and made a part (the "Property").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Deed. All of the foregoing together with all personal property associated therewith is part of the Property described above.

SUBJECT TO: (i) any and all rights, rights of way, reservations, restrictions, agreements, covenants, encumbrances, easements, mineral exceptions and reservations, and all conditions of record; (ii) The Fifth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for David Walley's Resort, recorded August 27, 2001, with the Recorder in and for Douglas County, Nevada in Book 0801, Page 6980, as may be amended from time to time; and (iii) Real Estate Taxes that are currently not due and payable but are a lien against the Property.

This conveyance is also made subject to the following:

1. All legal title and equitable title to the Property is being conveyed to Grantee, as trustee of that certain Orange Lake Land Trust created by that certain Trust Agreement for Orange Lake Land Trust (Trust No. 2017-OL1) executed by and among Grantor, Grantee, and Orange Lake Trust Owners' Association, Inc., a Florida not-for-profit corporation, as amended and supplemented from time to time ("Trust Agreement"), pursuant to which Grantor, as settlor, established the Orange Lake Land Trust in accordance with Section 689.071, *Florida Statutes* (the "Trust");
2. Grantee, as Trustee of the Trust, shall have the power and authority prescribed in Section 689.073(1), *Florida Statutes*;
3. Upon conveyance of the Property to Grantee by Grantor, all beneficial interests in the Trust resulting from the addition of the Property shall immediately and automatically vest in Grantor, as the sole initial beneficiary with respect to the Property, pursuant to the Trust Agreement, a memorandum of which is recorded as Instrument Number: 20180061276 in the Public Records of Orange County, Florida ("**Memorandum of Trust**"). Any deeds subsequently conveying beneficial interests in the Trust with respect to the Trust Plan Property or Interests (as such terms are defined in the Trust Agreement) shall be recorded solely in the Public Records of Orange County, Florida;
4. All Interests (as defined in the Trust Agreement) in the Trust are Florida real property interests;
5. The number of Points for Sale (as defined in the Trust Agreement) that Grantor may sell resulting from this conveyance and the submission of the Property to the Trust Plan shall be about 81,500.
6. Grantor reserves for itself and its successors and assigns certain rights reserved to Grantor as more particularly set forth in that certain Fifth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for David Walley's Resort, recorded August 27, 2001, with the Recorder in and for Douglas County, Nevada in Book 0801, Page 6980, as may be amended from time to time

(the "Declaration"). Such rights are not being conveyed pursuant to this Deed and may be exercised by Grantor without Grantee's consent, approval, or knowledge. These rights, as more particularly described in the Declaration, and all of the relevant provisions of such Declaration with respect to these rights, are made a part of this Deed.

TITLE TO THE PROPERTY is herein transferred with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and revisions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, the said Property unto the said Grantee, their heirs and successors and assigns forever in fee simple.

IN WITNESS WHEREOF, Grantor has executed this Grant, Bargain and Sale Deed on the date set forth above.

Signed, sealed and delivered
in the presence of:

Cathi Lee
Witness

Print name: Cathi Lee

Grace Mathis
Witness

Print name: Grace Mathis

STATE OF FLORIDA §
 §
COUNTY OF ORANGE §

"Grantor"

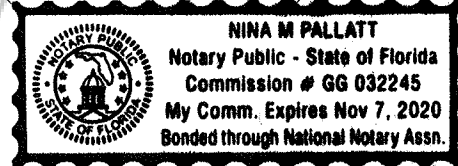
ORANGE LAKE COUNTRY CLUB, INC., a Florida corporation

By: [Signature]

Print name: Michael J. Thompson

As its Sr. Vice President

(CORPORATE SEAL)



The foregoing instrument was acknowledged before me this 5th day of November, 2018 by Michael J. Thompson, as Sr. Vice President of ORANGE LAKE COUNTRY CLUB, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida

Signed, sealed and delivered
in the presence of:

Exhibit "A"

[David Walley's Inventory]

See the list of Time Shares attached hereto as **Exhibit "A-1"**, which consists of a 1/1,989th undivided interest as tenant in common with the other Owners in Phase II of the Project, coupled with occupancy rights governed by those "first requested, first confirmed, space available" rule and regulations that are specified in Article II of the Fifth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for David Walley's Resort, recorded August 27, 2001, with the Recorder in and for Douglas County, Nevada in Book 0801, Page 6980, as may be amended from time to time.

Exhibit A-1

[David Walley's]

Count	Unit Type	Inventory Control Number	Frequency	Phase
1	One Bedroom	36022022110	Annual	Phase II (Bodie)

COPY

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a) 1319-15-000-015, 1319-15-000-020, 1319-15-000-021
 b) 1319-15-000-022, 1319-15-000-023, 1319-15-000-027
 c) 1319-15-000-028, 1319-15-000-029, 1319-15-000-030,
 d) 1319-15-000-031, 1319-15-000-032

2. Type of Property
 a) Vacant Land b) Single Fam. Res.
 c) Condo/Twnhs d) 2-4 Plex
 e) Apt. Bldg. f) Comm'l/Ind'l
 g) Agricultural h) Mobile Home
 i) Other Timeshare

FOR RECORDERS OPTIONAL USE	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. Total Value/Sales Price of Property: \$2,370.00
 Deed in Lieu of Foreclosure Only (value of property) (\$ _____)
 Transfer Tax Value: \$2,370.00
 Real Property Transfer Tax Due \$9.75

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption, per 375.090, Section: _____
 b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: *[Signature]* Capacity: Agent
 Signature: _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

ORANGE LAKE COUNTRY
 Print Name: CLUB, INC.
 Address: 8505 W. Irlo Bronson Mem. Hwy.
 City: Kissimmee
 State: FL Zip: 34747

BUYER (GRANTEE) INFORMATION
(REQUIRED)

CHICAGO TITLE TIMESHARE
 Print Name: LAND TRUST, INC
 Address: 8505 W. Irlo Bronson Mem. Hwy.
 City: Kissimmee
 State: FL Zip: 34747

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Orange Lake Country Club, Inc. File Number: _____
 Address: 8505 W. Irlo Bronson Mem. Hwy.
 City: Kissimmee State: FL Zip: 34747

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)