

✓ Allison et als
PO Box 646
Carson City NV 89702

RECORDED AT REQUEST OF:

AFTER RECORDING RETURN TO:

AGREEMENT FOR CONSENT OF BENEFICIARY OF DEEDS OF TRUST

THIS AGREEMENT FOR CONSENT OF BENEFICIARY OF DEEDS OF TRUST (the "Agreement") is made this ____ day of _____, 1998 by and between **LIBERTY BANK**, a Connecticut non-stock mutual savings bank, with a business address at 291 Main Street, Middletown, CT 06457 ("**Beneficiary**") and **WALLEY'S PARTNERS LIMITED PARTNERSHIP**, a Nevada limited partnership with a business address at 1702 County Road, Suite D, Minden, NV 89423 (the "**Owner**"), **WALLEY'S PROPERTY OWNERS ASSOCIATION**, a Nevada nonprofit corporation with a business address at 402 North Division Street, c/o Joan C. Wright, Esquire, Carson City, NV 89703 ("**Association**").

BACKGROUND

A. Owner is the owner of a certain parcel of real property located at 2001 Foothill Road, Douglas County, Nevada as more fully described in **Exhibit "A"** attached hereto and made a part hereof, together with the buildings and improvements located thereon (the "Property").

B. Owner has entered into those two certain Deeds of Trust each dated June 5, 1998 between Owner, as Trustor, and Stewart Title of Douglas, as Trustee ("**Trustee**"), for the benefit of Beneficiary recorded in the Public Records of Douglas County, Nevada (the "**Recording Office**") in Book 0698 at Page 1755, and in Book 0698 at Page 1782 (collectively, the "**Deeds of Trust**").

C. The Deeds of Trust encumber the Property and secure the repayment by Owner of certain credit facilities extended by Beneficiary to Owner (the "**Credit Facilities**"). The Credit Facilities are governed by a certain Acquisition, Construction and Subordinated Debt Loan Agreement and a certain Receivables Loan Agreement between Owner and Beneficiary (collectively, as they may from time to time be amended, modified or restated, the "**Loan Agreements**") and other Loan Documents as defined in the Loan Agreements.

D. Owner has requested that Beneficiary consent to the recording of a Declaration of Covenants, Conditions and Restrictions (the "**Declaration**") in the Recording Office of Douglas

County, Nevada for the creation, with respect to the Property, of a timeshare project the initial phase of which will contain 21 units and various recreational facilities and amenities to be known as Walley's Hot Springs Resort (the "**Project**"), in accordance with the provisions of the Nevada Time Share Act (Nevada Revised Statutes § 119A, et seq.) (the "**Act**").

E. Beneficiary is agreeable to the recording of the Declaration prior to or simultaneously with the recordation of this Agreement, on the terms and conditions set forth herein.

F. Unless provided herein to the contrary, all terms used herein and not defined herein shall have the meaning ascribed to them in the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Beneficiary hereby consents to the recording of the Declaration in the Recording Office and Beneficiary agrees that the Deeds of Trust shall be subject to the terms of the Declaration; provided, however, that this Agreement shall not be deemed to subordinate the liens of the Deeds of Trust to any lien, mortgage or encumbrance against or affecting the Property that is otherwise junior to the Deeds of Trust or any of them.

2. The subordination of the liens of the Deeds of Trust to the Declaration pursuant to **Paragraph 1** of this Agreement shall have the same force and effect as though the Declaration had been executed, delivered and recorded in the Recording Office prior to the execution, delivery and recording of the Deeds of Trust.

3. The lien of any Assessments against any Time Share Interest shall be subordinate in all respects to the liens of the Deeds of Trust.

4. Without affecting or releasing any obligations or agreement of Owner under this Agreement or the subordination provided herein, Beneficiary may at any time or times do any of the following with respect to the Credit Facilities, the Deeds of Trust or any other Loan Documents: (a) amend, modify, alter or waive any of the terms thereof; (b) renew or extend the time for payment of all or any part thereof; (c) increase or decrease the amount thereof; (d) accept collateral security or guaranties therefor and sell, exchange, fail to perfect, release or otherwise deal with all or any part of any such collateral; (e) release any party primarily or secondary obligated thereon; (f) grant indulgences and take or refrain from taking any action with regard to the collection or enforcement thereof; and (g) take any action which might otherwise constitute a defense to or a discharge of Owner. Nothing contained in this Agreement shall impair any right of Beneficiary with respect to any amounts owed to it by Owner or any collateral security or guaranties therefor or the proceeds thereof. Nothing contained in this **Paragraph 4** is intended to grant rights to Beneficiary affecting the Exchange Program, the Time Share Interests, the Units, the Common Areas or the

Common Furnishings in any manner which would modify or materially affect or interfere with any Time Share Owner's rights thereto.

5. Owner agrees, as grantor of the Deeds of Trust, and as Declarant under the Declaration, that, so long as the Declaration remains in effect in the Recording Office it shall not vote for and shall use its best efforts to cause the Association not to permit any of the following actions to be taken without the prior written approval of Beneficiary:

5.1 The termination of the timeshare regime established by the Declaration with respect to the Property, except for termination following a total taking of the Property by eminent domain, as may be permitted in the Declaration;

5.2 The partition or subdivision of any Time Share Interest or the common elements;

5.3 A change in the undivided interests in the Property attributable to each Time Share Interest; and

5.4 Any amendment of the Declaration or Bylaws of the Association which materially and adversely affects Beneficiary.

6. The Association agrees to deliver to Beneficiary at the address set forth in the heading of this Agreement written notice of the occurrence of a default by Owner of any obligation of Owner to the Association under the Declaration and further agrees to permit Beneficiary, at its option, without obligation, to cure any such default for a period of thirty (30) days prior to pursuing any right or remedy as a result of such default.

7. Owner agrees to deliver to Beneficiary at the address set forth in the heading of this Agreement copies of all notices received by the Owner in respect of the Association regarding any insurance maintained with respect to the Property, and all notices of damage, destruction or taking of any part of the Property. Owner agrees to deliver to Beneficiary, at the address set forth in the heading of this Agreement, copies of all financial statements and other information required under the terms of the Declaration or the By-Laws or any other agreement between Owner and the Association to be delivered by Owner, as Declarant, to the Association, the directors of the Association or the owners of Time Share Interests promptly upon delivery thereof to the Association or such directors or such owners of Time Share Interests.

8. Owner and the Association agree that Beneficiary shall be included in the definition of "Mortgagee" in the Declaration, it being understood and agreed that Beneficiary shall be entitled to receive copies of all notices delivered to any other Mortgagee pursuant to the provisions of the Declaration and shall have the right to approve any and all matters as other Mortgagees are entitled to approve under the Declaration.

9. No provision of this Agreement shall in any way diminish any obligation of Owner under the Deeds of Trust or any other Loan Document by or on behalf of Owner to, or for the benefit of, Beneficiary.

10. Owner acknowledges and agrees that if Owner defaults under its obligations under the Credit Facilities, Beneficiary shall be entitled, upon recordation of that certain Assignment of Declarant's Rights delivered by Owner to Beneficiary as one of the Loan Documents, but shall have no obligation, to exercise all rights and privileges of Owner, as Declarant, under the Declaration and in the absence of the recordation of such Assignment of Declarant's Rights, upon the foreclosure of the Deeds of Trust, as owner of Time Share Interests acquired through such foreclosure or by a deed in lieu of foreclosure.

11. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. For purposes of this Agreement, the neuter shall include the masculine and the feminine, the masculine shall include the feminine, the feminine shall include the masculine, the singular shall include the plural and the plural shall include the singular as the context may require.

12. This Agreement may not be amended or modified except by written agreement of Beneficiary and Owner. No consent or waiver hereunder shall be valid unless in writing and signed by Beneficiary and Owner.

13. This Agreement may be executed in any number of identical counterparts each of which, when executed by one of the parties hereto, shall be considered to be an original.

14. All notices, consents and other communications required by or given under this Agreement shall be in writing and shall be given by either: (i) hand delivery; (ii) first class mail (postage prepaid); or (iii) reliable overnight commercial courier (charges prepaid) sent to the addresses set forth above.

15. This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Nevada.


16. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, under seal, as of the day and year first above written.


WALLEY'S PARTNERS LIMITED PARTNERSHIP, a Nevada limited partnership

By: Valley Partners, L.L.C., its sole general partner


By: Sierra Resorts Group, L.L.C., Manager

By: 
Lex Adams, Manager

LIBERTY BANK

By: 
Name/Title: James R. Bishop, VP

WALLEY'S PROPERTY OWNERS ASSOCIATION

By: 
Name/Title: G.P. Sewell / President

State of Connecticut

:
: SS Middletown
:

County of Middlesex

On this 6th day of October, 1998, before me personally appeared James E. Bishop, who acknowledged himself to be the Vice President of Liberty Bank, a Connecticut nonstock mutual savings bank, and that he as such officer, being authorized to do so, executed the foregoing instrument on behalf of the bank for the purposes therein contained by signing his name on behalf of the bank as such officer.

Winifred E. Peeler

Notary Public

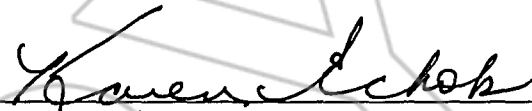
My Commission Expires: 8/31/01

COPY

STATE OF NEVADA)
)
COUNTY OF DOUGLAS)

On this 9th day of November, 1998, before me, the undersigned, personally appeared Lex Adams who acknowledged himself to be the Manager of Sierra Resorts Group, L.L.C., a Nevada limited liability company, which company is the Manager of Valley Partners, L.L.C., a Nevada limited liability company and the sole general partner of Walley's Partners Limited Partnership, a Nevada limited partnership, and that he as such officer being authorized to do so, executed the foregoing instrument on behalf of the partnership for the purpose therein contained by signing his name on behalf of the company as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

STATE OF NEVADA)
)
COUNTY OF DOUGLAS)



On this 9th day of November, 1998, before me, the undersigned, personally appeared C. Robert Sewell who acknowledged himself to be the President of Walley's Property Owners Association, a Nevada corporation, and that he as such officer being authorized to do so executed the foregoing instrument on behalf of the corporation for the purpose therein contained by signing his name on behalf of the company as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

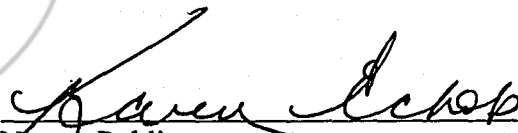

Notary Public



EXHIBIT A

LEGAL DESCRIPTION

Order No.: 98080620

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

PARCEL A:

A parcel of land located within a portion of the West one-half of the Northeast one-quarter (W1/2NE1/4) of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T. 13 N., R. 19 E., M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey prepared by David D. Winchell and recorded September 28, 1989 in the office of Recorder, Douglas County, Nevada as Document No. 211937;

thence along the north-south centerline of said Section 22, South $00^{\circ}15'37''$ West, 166.96 feet to the POINT OF BEGINNING;

thence along the north line of Parcel A as shown on the Parcel Map for Edgar R. and Helen J. Johnson recorded June 23, 1976 in the office of Recorder, Douglas County, Nevada as Document No. 01230, South $88^{\circ}33'18''$ East, 370.82 feet to a point on the westerly right-of-way of Foothill Road;

thence along said westerly right-of-way along the arc of a curve to the right, nontangent to the preceding course, having a radius of 1150.00 feet, central angle of $01^{\circ}40'17''$, arc length of 33.55 feet, chord bearing South $28^{\circ}00'23''$ West, a chord distance of 33.55 feet;

thence continuing along said westerly right-of-way, South $28^{\circ}50'31''$ West, 265.21 feet;

thence continuing along said westerly right-of-way along the arc of a curve to the left having a radius of 1250.00 feet, central angle of $24^{\circ}21'00''$, arc length of 531.23 feet, chord bearing South $16^{\circ}40'01''$ West, and chord distance of 527.25 feet;

thence continuing along said westerly right-of-way, South $04^{\circ}29'31''$ West, 313.93 feet;

thence continuing along said westerly right-of-way along the arc of a curve to the right having a radius of 1150.00 feet,
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STEWART TITLE
Guaranty Company

central angle of $02^{\circ}54'29''$, arc length of 58.37 feet, chord bearing South $05^{\circ}56'46''$ West, and chord distance of 58.36 feet;

thence along the south line of said Parcel A, North $89^{\circ}57'53''$ West, 50.37 feet to a point on said north-south centerline of Section 22;

thence along said north-south centerline, North $00^{\circ}15'37''$ East, 1147.37 feet to the POINT OF BEGINNING.

Assessors Parcel No. 17-211-01

PARCEL B:

A parcel of land located within portions of the Southwest one-quarter of the Southeast one-quarter (SW1/4SE1/4) of Section 15 and the Northwest one-quarter of the Northeast one-quarter (NW1/4NE1/4) of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T. 13 N., R. 19 E., M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey prepared by David D. Winchell and recorded September 28, 1989 in the office of Recorder, Douglas County, Nevada as Document No. 211937, the POINT OF BEGINNING;

thence along the north-south centerline of said section 15, North $00^{\circ}03'48''$ West, 132.83 feet to a found $5/8''$ rebar, LS 827;

thence along the north line of Parcel B as shown on the Parcel Map for Edgar R. and Helen J. Johnson recorded June 23, 1976 in the office of Recorder, Douglas County, Nevada as Document No. 01230, South $88^{\circ}39'09''$ East, 474.47 feet to a point on the westerly right-of-way of Foothill Road;

thence along said westerly right-of-way along the arc of a curve to the right, nontangent to the preceding course, having a radius of 1150.00 feet, central angle of $15^{\circ}46'42''$, arc length of 316.69 feet, chord bearing South $19^{\circ}16'53''$ West, and chord distance of 315.69 feet;

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thence along the south line of said Parcel B, North 88°33'18" West, 370.82 feet to a point on the north-south centerline of said Section 22;

thence along said north-south centerline of Section 22, North 00°15'37" East, 166.96 feet to the POINT OF BEGINNING.

Assessors Parcel No. 17-211-02

PARCEL C:

A parcel of land located within a portion of the Southwest one-quarter of the Southeast one-quarter (SW1/4SE1/4) of Section 15, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T. 13 N., R. 19 E., M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey prepared by David D. Winchell and recorded September 28, 1989 in the office of Recorder, Douglas County, Nevada as Document No. 211937;

thence along the north-south centerline of said Section 15, North 00°03'48" West, 132.83 feet to a found 5/8" rebar, LS 827, the POINT OF BEGINNING;

thence continuing along said north-south centerline, North 00°03'48" West, 262.00 feet;

thence along the north line of Parcel C as shown on the Parcel Map for Edgar R. and Helen J. Johnson recorded June 23, 1976 in the office of Recorder, Douglas County, Nevada as Document No. 01230, South 88°40'14" East, 496.90 feet to a point on the westerly right-of-way of Foothill Road;

thence along said westerly right-of-way along the arc of a curve to the right, nontangent to the preceding course, having a radius of 1150.00 feet, central angle of 13°06'36", arc length of 263.13 feet, chord bearing South 04°50'14" West, and a chord distance of 262.56 feet;

thence along the south line of said Parcel C, North 88°39'09"
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West, 474.47 feet to the POINT OF BEGINNING.

Assessors Parcel No. 17-211-03

PARCEL D:

A parcel of land located within a portion of the southwest one-quarter of the Southeast one-quarter (SW1/4SE1/4) of Section 15, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Section 15 and 22, T. 13 N., R. 19 E., M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey prepared by David D. Winchell and recorded September 28, 1989 in the office of Recorder, Douglas County, Nevada as Document No. 211937;

thence along the north-south centerline of said Section 15, North $00^{\circ}03'48''$ West, 394.83 feet to the POINT OF BEGINNING;

thence continuing along said north-south centerline of Section 15, North $00^{\circ}03'48''$ West, 927.74 feet to a found 2" iron pipe, no tag;

thence along the north line of Parcel D as shown on the Parcel Map for Edgar R. and Helen J. Johnson recorded June 23, 1976 in the office of Recorder, Douglas County, Nevada as Document No. 01230, North $86^{\circ}52'39''$ East, 152.42 feet to a point on the westerly right-of-way of Foothill Road;

thence along said westerly right-of-way, South $25^{\circ}40'29''$ East, 536.80 feet;

thence along the arc of a curve to the right having a radius of 1150.00 feet, central angle of $23^{\circ}57'25''$, arc length of 480.85 feet, chord bearing South $13^{\circ}41'47''$ East, and chord distance of 477.35 feet;

thence along the south line of said Parcel D, North $88^{\circ}40'14''$ West, 496.90 feet to the POINT OF BEGINNING.

Assessors Parcel No. 17-211-04

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PARCEL E:

A parcel of land located within a portion of the West one-half of the Southeast one-quarter (W1/2SE1/4) of Section 15 and the West one-half of the Northeast one-quarter (W1/2NE1/4) of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T. 13 N., R. 19 E., M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey prepared by David D. Winchell and recorded September 28, 1989 in the office of Recorder, Douglas County, Nevada as Document No. 211937;

thence along the north-south centerline of said Section 15, North $00^{\circ}03'48''$ West, 1322.57 feet to a found 2" iron pipe, no tag;

thence North $86^{\circ}52'39''$ East, 249.87 feet to a point on the easterly right-of-way of Foothill Road, the POINT OF BEGINNING;

thence continuing North $86^{\circ}52'39''$ East, 4.38 feet to a found fence post, no tag, per Deed recorded February 28, 1977 in the office of Recorder, Douglas County, Nevada in Book 277, at Page 1249;

thence South $89^{\circ}20'43''$ East, 1064.63 feet;

thence South $00^{\circ}04'09''$ West, 2621.92 feet to a point on the north-south 1/16 line of the Northeast one-quarter of said Section 22;

thence South $89^{\circ}11'10''$ West, 1178.84 feet to a found 1/2" rebar, no tag, a point on said easterly right-of-way of Foothill Road;

thence along said easterly right-of-way along the arc of a curve to the left, nontangent to the preceding course, having a radius of 1240.00 feet, central angle of $02^{\circ}22'15''$, arc length of 51.31 feet, chord bearing North $05^{\circ}40'39''$ East, and chord distance of 51.31 feet;

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thence North $04^{\circ}29'31''$ East, 313.93 feet;

thence along the arc of a curve to the right having a radius of 1160.00 feet, central angle of $24^{\circ}21'00''$, arc length of 492.99 feet, chord bearing North $16^{\circ}40'01''$ East, and chord distance of 489.28 feet;

thence North $28^{\circ}50'31''$ East, 265.21 feet;

thence along the arc of a curve to the left having a radius of 1240.00 feet, central angle of $54^{\circ}31'00''$, arc length of 1179.85 feet, chord bearing North $01^{\circ}35'01''$ East, a chord distance of 1135.85 feet;

thence North $25^{\circ}40'29''$ West, 499.42 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:

A parcel of land located within a portion of the Southwest one-quarter of the southeast one-quarter (SW1/4SE1/4) of Section 15, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T. 13 N., R. 19 E., M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey prepared by David D. Winchell and recorded September 28, 1989 in the office of Recorder, Douglas County, Nevada as Document No. 211937;

thence North $80^{\circ}37'31''$ East, 709.60 feet per Quitclaim Deed recorded August 2, 1971 in the office of Recorder, Douglas County, Nevada in Book 89, at Page 392 to the POINT OF BEGINNING;

thence North $80^{\circ}17'29''$ West, 62.50 feet per said Deed;
thence North $09^{\circ}42'31''$ East, 348.48 feet per said Deed;
thence South $80^{\circ}17'29''$ East, 125.00 feet per said Deed;
thence South $09^{\circ}42'31''$ West, 348.48 feet per said Deed;
thence North $80^{\circ}17'29''$ West, 62.50 feet per said Deed to the POINT OF BEGINNING.

A Portion of Assessors Parcel No. 17-212-01

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PARCEL F:

A parcel of land located within a portion of the Southwest one-quarter of the southeast one-quarter (SW1/4SE1/4) of Section 15, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T. 13 N., R. 19 E., M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey prepared by David D. Winchell and recorded September 28, 1989 in the office of Recorder, Douglas County, Nevada as Document No. 211937;

thence North 80°37'31" East, 709.60 feet per Quitclaim Deed recorded August 2, 1971 in the office of Recorder, Douglas County, Nevada in Book 89, at Page 392 to the POINT OF BEGINNING;

thence North 80°17'29" West, 62.50 feet per said Deed;
thence North 09°42'31" East, 348.48 feet per said Deed;
thence South 80°17'29" East, 125.00 feet per said Deed;
thence South 09°42'31" West, 348.48 feet per said Deed;
thence North 80°17'29" West, 62.50 feet per said Deed to the POINT OF BEGINNING.

A Portion of Assessors Parcel No. 17-212-01

Reference is made to Record of Survey for Walley's Hot Springs, Inc., filed for record in the office of the County Recorder of Douglas County, Nevada, on May 14, 1998, in Book 598 at Page 2700, as Document No. 439613.

"Together with all water rights, surface or ground, permitted, certificated, adjudicated, or vested, as well as all seeps, springs, and other rights to water, of any nature whatsoever, appurtenant to or historically used on the property" under permit nos, 48320, 48321, 20409, certificate 6712, and proof no 07310

REQUESTED BY
Allison et al
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA



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LINDA SLATER
RECORDER

320 PAID *kg* DEPUTY

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