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MULTIPLE USE PIER AGREEMENT

THIS AGREEMENT is made and entered into this ~~February~~ 4th day of ~~February~~ MARCH, 1999, by and between JACK B. WILLIS, an unmarried man (Willis) and PETER E. SPROCK, a married man (Sprock).

RECITALS

WHEREAS, Willis is the owner of Lot 35, as shown on the map of Skyland Subdivision No. 1, filed in the Office of the County Recorder of Douglas County, Nevada, on February 27, 1958, as Document No. 12967 (Lot 35); and

WHEREAS, Sprock is anticipating becoming the owner of Lot 36, as shown on the map of Skyland Subdivision No. 1, filed in the Office of the County Recorder of Douglas County, Nevada, on February 27, 1958, as Document No. 12967 (Lot 36); and

WHEREAS, said properties are adjacent to one another and situated fronting on the shores of Lake Tahoe; and

WHEREAS, the parties hereto desire to arrange for the construction of a pier on the property that would be situated more, or less, on the common boundary of Lots 35 and 36; and

WHEREAS, the pier is contemplated to be used primarily for the mutual recreation and benefit of the owners of Lots 35 and 36; and

WHEREAS, the parties desire to provide for the joint management and use of the pier and facilities;

AGREEMENT

NOW, THEREFORE, in consideration for Sprock paying to Willis the sum of One Hundred Dollars (\$100.00), and for other consideration herein set forth, receipt of which is hereby

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acknowledged, and providing that on, or before, July 1, 1999, Sprock becomes the owner of Lot 36 the parties agree to be bound by the following covenants, conditions, terms, and provisions hereunder, set forth in this Multiple Use Pier Agreement:

1. Obtaining Permits For The Pier. Sprock, at his expense, shall have the right to obtain permits for the construction of a multiple use pier from the Tahoe Regional Planning Agency (TRPA) and all other governmental agencies having jurisdiction. Any mitigation conditions (including relocation of Willis's existing permitted buoy) required by TRPA shall be subject to Willis's approval, which approval shall not be unreasonably withheld. Willis shall not be required to expend any moneys or give up anything of value, including but not limited to existing coverage rights (other than coverage rights attributable to the existing pier), in connection with such permits or mitigation conditions. The length of the pier shall not be greater than 120 feet and the width shall not be greater than 12 feet. The design of the pier may also include two boat lifts, i.e., one on each side of the pier.

2. Construction Of The Pier. Sprock shall have the right to construct the pier in accordance with the plans and specifications approved by TRPA and the parties and Willis shall not be obligated to pay any costs of the original construction excepting, however, that Willis will be responsible for the cost of constructing a boat lift, if he so desires one, on the north side of the pier. Each party shall be responsible for the

installation of any desired light fixtures, water systems, and other incidental items on their respective sides of the pier.

If Sprock does not construct the pier on, or before, September 30, 2000, then at the option of Willis this Multiple Use Pier Agreement shall be of no further force or effect. If Willis elects to void this Agreement, the same will be done by filing with the County Recorder of Douglas County, Nevada, a written notice to said effect. Upon completion of the construction of the pier contemplated hereby, no additional piers may be constructed upon either of the properties subject to this Agreement.

3. Use. Both parties agree to the joint use of the pier; however, it is expressly understood and agreed that Willis, as owner of Lot 35, shall have all mooring and docking rights on the north side of the pier, and Sprock, as owner of Lot 36, shall have all mooring and docking rights on the south side of the pier. The parties agree and understand that the primary use for the pier shall be for boating purposes. Neither party nor any of any parties' guests or invitees shall use the pier in such manner as to cause unreasonable noise, or otherwise unreasonably interfere with the peaceful and quiet enjoyment of the pier and the respective properties. The parties shall establish reasonable rules for the use and enjoyment of the pier. Any disputes over usage shall be submitted to arbitration in accordance with paragraph 8 hereof.

No party may grant to any other party the right to use the

pier and usage shall be limited to that of the owners and their guests, invitees, and occupants.

4. Term. Subject to the provisions of paragraph 2, this Agreement shall exist in perpetuity unless otherwise agreed to in writing by all of the then owners of the Lots 35 and 36. It is expressly understood and agreed that this Agreement shall run with the land, and the burden of maintaining said pier shall run with Lots 35 and 36 and the benefits created hereunder shall also run in favor of each of said lots.

5. Maintenance And Other Expenses. The parties shall be equally responsible for payment of all costs and expenses associated with the pier including, but not limited to, maintenance expenses, taxes, encumbrances, insurance, state and local pier fees, and other obligations. Maintenance shall be such as to preserve the safe, clean and fully operational condition of the pier. No owner, however, shall be responsible for the removal of snow and ice from the pier. The parties shall be entitled to enforce each other party's obligations under this paragraph, in any manner allowed by law or equity. In addition, a non-defaulting party shall have the right to record at the County Recorder of Douglas County, Nevada, a Notice of Lien which shall then become a lien against the property of the other, which notice shall provide:

(i) the amount of costs and expenses incurred by the party in performing the other party's obligation under this paragraph;

(ii) the description of the property to be liened and the interest in this Multiple Use Pier Agreement; and

(iii) the name of the then record owner of the property to be liened. Such lien may be enforced by commencing and prosecuting an action for judicial foreclosure pursuant to the laws of the State of Nevada.

Each and every lien created by or pursuant to this instrument is and shall be subordinate, inferior, and subject to the lien and charge of any mortgage or deed of trust encumbering the property given for value and of record prior to the date of recording said lien.

6. Liabilities of Parties. The parties hereby agree to secure property damage and liability insurance in an amount acceptable to both parties, insuring against any potential liability or insurable damage as a result of the ownership or maintenance of the pier. Each party shall be a named insured on the policy as well as the State of Nevada, if required. In the event of any loss, damage, or destruction of the pier, the parties shall cause the same to be replaced, repaired or rebuilt. In the event the cost of replacement, repair, or rebuilding exceeds the hazard insurance proceeds received therefore, the parties shall each pay one-half of the deficiency; provided, however, each owner shall be liable to the other owner for all damages to the pier caused by the wilful act or negligence of

such owner, its guests, invitees, or any occupant of such owner's property, to the extent that such damages are not covered by such hazard insurance.

7. Nature of Rights. This Multiple Use Pier Agreement is entered into for the mutual benefit of the owners of Lots 35 and 36. Neither lot shall be deemed the dominant nor servient parcel but, rather, each lot is benefitted and burdened by the rights, duties, covenants, and restrictions contained herein. To the extent necessary to facilitate the purpose of this Multiple Use Pier Agreement, each lot shall be deemed to have an easement over the other lot for that purpose and the provisions contained herein shall also be deemed equitable servitudes.

8. Annual Meeting and Voting. At least once a year the parties shall meet prior to May 1 to discuss appropriate maintenance, anticipated costs, and any other matters pertaining to the pier and its use that the parties may wish to discuss. Each lot shall be entitled to one vote. Except as expressly provided otherwise in this Agreement, the unanimous vote of the parties shall be required to make any changes in the uses of the pier and the procedures contemplated by this Agreement or to amend or terminate this Agreement. The parties hereto agree to be bound by this Agreement and any subsequent amendments which are in writing and signed by all of the then owners of Lots 35 and 36. All decisions concerning the pier, its use, its disposition, its protection, and its improvement, which are either made or ratified in writing by all of the then owners of

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Lots 35 and 36 shall be binding.

In the event of any dispute or deadlock which arises out of this Multiple Use Pier Agreement, the same shall be resolved by arbitration under the rules and procedures of the American Arbitration Association, with venue in Zephyr Cove, Nevada. In the event of any arbitration or litigation pertaining to, or arising out of, this Multiple Use Pier Agreement in addition to any other relief that is appropriately granted, the prevailing party shall be awarded reasonable attorney's fees, expenses, and costs incurred in the proceeding.

9. Interpretation and Governing Law. This Multiple Use Pier Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Nevada providing, however, in the event of any ambiguities neither party shall be deemed to be the party that caused the ambiguity to exist and, therefore, the ambiguity shall be interpreted in a neutral manner and not most strongly against either party.

10. Mortgage Or Lien. It is expressly understood and agreed that the rights created in said pier shall run with the land and not be severed therefrom. It is further agreed that no party, without the consent in writing of the other party, shall borrow money for improvement of the said pier if it encumbers the interests or property of the other party. Nothing contained herein shall prohibit a party from transferring, selling, encumbering, or hypothecating their interest in their respective lot together with the rights, benefits, and burdens attendant to

this Multiple Use Pier Agreement.

11. Responsibility And Liability Of A Selling Co-Owner.

Any party disposing of his property shall be liable to the remaining party for the contribution of such co-ownership as to any accrued or contingent liabilities, whether fixed or undetermined in amount. Such liabilities shall continue as to all obligations arising out of the subject property, but only if the liabilities accrue prior to the written substitution of a new co-owner in place of the disposing co-owner. Thereafter, no new or additional liability or obligation shall affect the disposing co-owner, but he shall remain liable to the remaining co-owners for his proportionate contribution to any liability the source of which arose before such substitution. Nothing herein shall affect the lien rights afforded by paragraph 5.

12. Compliance with Law. Each party, as well as all subsequent owners of Lots 35 and 36, shall comply with all laws, ordinances, rules, regulations, and requirements of all municipal, county, regional, state, and federal authorities now in force or that may later be in force that in any manner pertain to the pier, its use, and the land on which it is situated.

13. Indemnification. Except as otherwise provided in this Multiple Use Pier Agreement, each party, and all subsequent owners of Lots 35 and 36, shall indemnify, and hold the other harmless from, all liabilities and damages that a party, or any of his or her guests, cause.

14. Binding Effect. This Agreement shall be binding upon

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and shall inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto, as well as the successors in interest to the afore-described real properties.

15. Notices. Any notice or demand to be given or served by either party, or any subsequent owner of Lots 35 and 36, to the other, shall be deemed properly served when delivered personally to any one owner of record or sent by certified mail, addressed to the owner at the address appearing in the records of Douglas County, Nevada.

16. Recording. This Multiple Use Pier Agreement shall be recorded in the Official Records of Douglas County, Nevada, concurrently with, and not before, Sprock becoming the owner of Lot 36.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Peter E. Sprock
PETER E. SPROCK

[NOTARY SEAL]

Jack B. Willis
JACK B. WILLIS


[NOTARY SEAL]

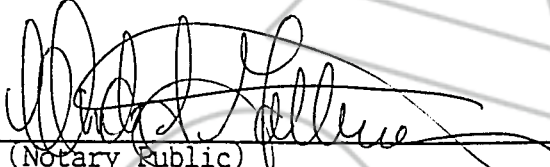
sprockpier_fra.kn

STATE OF Nevada

COUNTY OF Douglas

This instrument was acknowledged before me on this 5th day of March, 19 99, by Peter E. Sprack

 MINDI S. GATTEN
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 94-3059-5 - Expires February 18, 2002


(Notary Public)

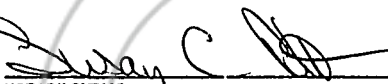
STATE OF NEVADA
COUNTY OF Douglas


)
) ss.

General Acknowledgement

On this 4th day of March, 19 99, before me the undersigned, a Notary Public, in and for Douglas County, personally appeared Jack B Willis, proved to me, based on satisfactory evidence, to be the person(s) described in and who executed the foregoing instrument, Multiple Use Pier Agreement, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal at my office in the County of Douglas, the day and year in this certificate first above written.


NOTARY PUBLIC

 SUSAN C. POTTER
Notary Public - Nevada
Douglas County
92-1680-5
My Appointment Expires Oct 21, 2000

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IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

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LINDA SLATER
RECORDER
16 PAID KD DEPUTY