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## FIRST AMENDMENT TO MULTIPLE USE PIER AGREEMENT

THIS FIRST AMENDMENT TO MULTIPLE USE PIER AGREEMENT is made and entered into this 19<sup>th</sup> day of DEC., 2000, by and between RICHARD H. PARKER JR., TRUSTEE OF THE RICHARD H. PARKER REVOCABLE LIVING TRUST U/I/D MARCH 30, 1993 ("Parker") and PETER E. SPROCK and JULI ANN SPROCK, husband and wife ("Sprock").

### RECITALS

**WHEREAS**, Jack B. Willis and Peter E. Sprock entered into a Multiple Use Pier Agreement on March 4, 1999, which was thereafter recorded in the Official Records of Douglas County, Nevada, on March 23, 1999, Book 0399, Page 5266, et seq. as Document No. 0463989 (the "Multiple Use Pier Agreement"), pertaining to the use and construction of a multiple use pier (the "Pier"); and

**WHEREAS**, the Multiple Use Pier Agreement creates rights and duties that run with the land with respect to Lots 35 and 36, Skyland Subdivision No. 1; and

**WHEREAS**, Parker is the present owner of Lot 35 and Sprock is the present owner of Lot 36; and

**WHEREAS**, an application is pending before the Tahoe Regional Planning Agency to secure necessary permits and approvals for the construction of the Pier contemplated in the Multiple Use Pier Agreement; and

**WHEREAS**, the parties desire to amend the Multiple Use Pier Agreement in certain particulars.

### FIRST AMENDMENT

**NOW, THEREFORE**, in consideration for the mutual benefit of each party, the Multiple Use Pier Agreement is amended as follows:

1. The parties shall continue to diligently pursue obtaining the necessary permits and approval to construct the Pier contemplated in the Multiple Use Pier Agreement. Nothing in this paragraph shall require a party to incur any expense or assume any obligation not otherwise provided for in the Multiple Use Pier Agreement.
2. The date "September 30, 2000," appearing in the first sentence of the second paragraph of Section 2 of the Multiple Use Pier Agreement is changed to September 30, 2002.
3. So long as Parker is (1) the owner of Lot 35 and (2) not using Lot 35 as his full time residence and notwithstanding anything to the contrary in the Multiple Use Pier Agreement, Sprock shall be responsible for the costs of maintenance and upkeep of the Pier save and except for any maintenance or upkeep to water service, electrical service, lights or other facilities installed on the Lot 35 side of the Pier and maintenance and upkeep of any boatlift constructed on the Lot 35 side of the Pier. The amount and extent of the maintenance and upkeep shall be determined in Sprock's reasonable discretion. If Parker establishes full time residence at Lot 35 or conveys Lot 35 to a successor owner, then the

responsibility for payment of costs and expenses associated with the Pier shall be governed by the Multiple Use Pier Agreement as if this First Amendment does not exist.

4. Except as herein amended, the Multiple Use Pier Agreement shall continue in full force and effect.

5. This First Amendment shall be recorded in the Official Records of Douglas County, Nevada and shall be binding upon 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 of such parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the day and date first above written.

Richard H. Parker, Jr.  
RICHARD H. PARKER, JR., TRUSTEE

Peter E. Sprock  
PETER E. SPROCK

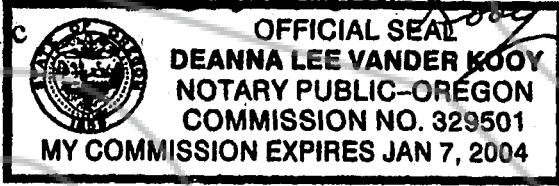
Juli Ann Sprock  
JULI ANN SPROCK

sprockFirstAmMultiplePier\_cor

STATE OF Oregon )  
 )ss.:  
County of MULTNOMAH )

On December 19, 2000, before me, a Notary Public in and for said State, personally appeared RICHARD H. PARKER, JR., TRUSTEE personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

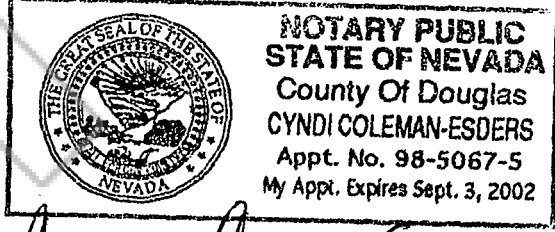
WITNESS My Hand and Official Seal.

*Deanna Lee Vander Kooij*  
Notary Public  


STATE OF NEVADA )  
 )ss.:  
County of DOUGLAS )

On 12-13-00, 2000, before me, a Notary Public in and for said State, personally appeared PETER E. SPROCK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS My Hand and Official Seal.

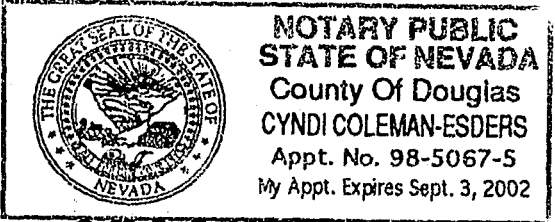
Notary Public  
  
*Cyndi Coleman-Esders*

STATE OF NEVADA )  
 )ss.:  
County of DOUGLAS )

On 12-13-00, 2000, before me, a Notary Public in and for said State, personally appeared JULI ANN SPROCK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS My Hand and Official Seal.

*Cyndi Coleman-Esders*  
Notary Public



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COOPY

When recorded return to:

✓ Peter E. and Juli Ann Sprock  
P.O. Box 4517  
Stateline, NV 89449

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REQUESTED BY  
*Kenneth C Rollston Ltd*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2001 JAN -3 AM 9:56

LINDA SLATER  
RECORDER

\$10<sup>00</sup> PAID *KJ* DEPUTY