

DOC # 0220281

04/20/2012

01:53 PM

**Official Record**

Recording requested By  
PJ BENET-DAVIS-RICHARD LANDERS

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$17.00

Page 1 of 4

RPTT

Recorded By FES

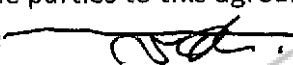
Book- 531 Page- 0072



0220281

AGREEMENT

On this date 20 APRIL 2012, in order to clarify this agreement, the arrangements made and intent thereof are hereby set forth in these terms and conditions.

1. The parties to this agreement are PJ Benet-Davis and Richard David Landers, Husband and Wife  (also referred to as partners or individuals in this document).
2. These individuals do agree that they hereby create a partnership, share and share alike, of equal portions of the ownership of both the real property and the business known as Scotty's RV Park, said business located at 131 Richmond Street in Eureka, Nevada, and located on a parcel of approximately 2.9 acres. The parties agree to mutually work to the best of their abilities to bring Scotty's RV Park back to an operational state and operate said business to their mutual benefit.
3. Richard David Landers shall be an equal partner in the ownership of the business and real property, which was originally a bequest from Jack Scott Burnett, the long term owner of the business. The bequest was made via a joint tenancy agreement executed by Jack Scott Burnett transferring the property and business to PJ Benet-Davis.
4. Monies which PJ Benet-Davis or Richard David Landers contribute to further the operation or improvement of the business shall be treated as loans to be repaid as promptly as reasonably possible, the repayment including whatever interest, if any, may have been incurred if that money was obtained from another entity such as a bank or credit union. If the monies are personal monies from either partner then an interest rate of 6% per annum shall apply with the understanding that the rate may be changeable by mutual consent. It is agreed that best efforts will be made to maintain an operating cash reserve on hand (in the business bank

account) in the amount of \$4,000.00 to meet unexpected emergency expenditures. This amount may be changed by mutual agreement of the partners if desired.

5. In regard to this agreement, PJ Benet-Davis has executed or will execute within thirty days the appropriate legal documents and/or deeds to make Richard David Landers a full partner and owner of the real property and business known as Scotty's RV Park.

6. In the event of the demise of either of the parties, the ownership of the business and real property shall transfer to the surviving partner.

7. The partners hereby agree that upon the demise of the sole surviving partner that the ownership of the business and real property shall be transferred to the children of PJ Benet-Davis, those children being a daughter, Sheilah Eris Green and a son, Shea William Davis.

8. The partners hereby agree that as long as they both are living that the real property and business can only be sold by mutual consent of both partners, and it is agreed that upon such consent and sale that half of the total proceeds shall go to each partner.

9. It is agreed that the sole surviving partner can only dispose of the business and/or property by selling it for fair market value, the proceeds of which shall be divided 50% to that surviving heir (either PJ Benet-Davis or Richard David Landers), 25% to Sheilah Eris Green and 25% to Shea William Davis. If the sole surviving partner (either PJ Benet-Davis or Richard David Landers) dies before selling the property and/or business then the entire real property and business shall be transferred to Sheilah Eris Green and Shea William Davis in equal shares, i.e. 50% to each.

10. Should Sheilah Eris Green or Shea William Davis die before the surviving partner (Richard David Landers or PJ Benet-Davis) dies, then upon the surviving partners death the property will be transferred to the children of Sheilah Eris Green or the children of Shea William Davis in equal portions.



11. The parties to this agreement, PJ Benet-Davis and Richard David Landers, agree to be bound in perpetuity to this agreement, with the understanding that part or the whole of this agreement may be changed or omitted if desired by mutual consent.

*PJ Benet-Davis*

\_\_\_\_\_  
\_\_\_\_\_  
PJ Benet-Davis

*Richard David Landers*

Richard David Landers

**Notarial Certificate for Acknowledgment**

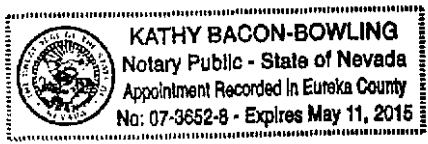
State of Nevada

County of Eureka

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: P.J. Benet-Davis, Richard David Landers  
name(s) of principal(s)

Date: April 20, 2012

Kathy Bacon Bowling  
Signature of Notary



Kathy Bacon-Bowling  
Printed Name of Notary

(scal)

My commission expires: May 11, 2015

