

REAL PROPERTY LICENSE AGREEMENT

THIS REAL PROPERTY LICENSE AGREEMENT (the “Agreement”) is dated as of 22nd day of September, 2022, and entered into by and between the CITY OF ELY, a municipal corporation and political subdivision of the State of Nevada (“Licensor”), and CODY BLISS (“Licensee”). The Licensor and Licensee may also be collectively referred to in this Agreement as the “Parties” or, individually, as a “Party.”

WITNESSETH

WHEREAS, Licensee owns property located at Georgetown Five Acre Plat Lot 3 Block 4, Section 15, Township 16N, Range 63E, APN 010-530-05 (“Property”), and desires access to Property by traversing on, over, across and through the property owned by Licensor located at APN 010-530-03, described more fully in Exhibit A (“Access Route”).

NOW, THEREFORE, for and in consideration of the matters and things hereinafter set forth to be done and performed, and subject to the ratification and approval of the City of Ely through its City Council, the Licensor and Licensee enter into this Real Property License Agreement with regards to that real property described in Exhibit A attached hereto and made a part hereof for all purposes. This Agreement is made upon the terms and conditions set forth below:

SECTION I

USE OF ACCESS ROUTE

- A. **License:** Licensee is hereby granted a revocable, non-recordable, non-exclusive license for the right to use the Access Route for ingress and egress to the Property currently leased to Licensee.
- B. **Obligations of Licensor:** Under this Agreement, Licensor shall have no covenants, obligations, representations, or warranties.
- C. **Compensation:** No compensation will be exchanged between the Licensor and Licensee.
- D. **Use of Access Route by Licensee:** Licensee agrees to use the Access Route responsibly, in a clean and wholesome manner, and in compliance with all applicable government requirements and all rules promulgated by the City relating to that use. Licensee shall not cause any damage to the road or surrounding properties and is not to exceed fifteen (15)

MPH speed limit to minimize damage, maintenance, dust, and disturbances to surrounding properties. Licensee shall be solely liable for any damage or disturbances so caused.

- E. Others' Use of Access Route: Licensee acknowledges that other individuals and entities not associated with Licensee have the right to use the Access Route. Individuals associated with Licensee have the right to use the Access Route with Licensee's consent and in compliance with the terms of this Agreement. Licensor has the right, in its sole and absolute discretion, to limit who is permitted to use the Access Route and how it is used.
- F. Alterations: Licensee shall not make any alterations to the Access Route or any aspect thereof without the prior written consent of the Licensor, which consent may be withheld in the Licensor's sole and absolute discretion.

SECTION II

TERM AND TERMINATION

This Agreement shall remain effective until terminated by either party pursuant to the terms of this section. This Agreement may be terminated for any reason by either the Licensor or the Licensee upon written notice of termination. Such notice will be effective following 30 days from receipt of such notice by the non-terminating party. The terminating party may withdraw its notice of termination at any point prior to its effectiveness by providing written notice of withdrawal to the non-terminating party.

SECTION III

LICENSOR'S NON-LIABILITY

Licensor shall not be liable for damages to persons or property sustained by Licensee or Licensee's employees, invitees, or other persons due to use of the Access Route. The Licensor shall not be responsible or liable to Licensee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to the Access Route.

SECTION IV

MISCELANIOUS PROVISIONS

- A. Indemnification: Licensee shall indemnify, hold harmless, and defend Licensor and all its servants, agents or employees from and against all claims, actions, proceedings, costs, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from the use of the Access Route identified in Exhibit A attached hereto; provided that Licensee shall not be liable for injuries to or deaths of persons or damages to property caused by negligence of Licensor or the agents or employees of the Licensor. Each Party hereto shall give to the other prompt and timely notice of any claim made or suit instituted coming to its knowledge which in any way directly, or indirectly, contingently or otherwise affects or might affect either Party.
- B. Severability: If any provision of this Agreement should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Agreement, which shall continue to remain in full force and effect.
- C. Entire Agreement: This Agreement, and the accompanying Exhibit, shall constitute the entire agreement between the Parties. Any prior understanding or representation regarding the subject of this Agreement shall not be binding on either Party except to the extent incorporated in this Agreement.
- D. Modification: Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in a writing signed by each Party or an authorized representative of each Party.
- E. Binding Effect: The provisions of this Agreement will be binding on and will be for the benefit of the Licensor and Licensee and their respective successors in interest.
- F. Assignment: Licensee shall not assign or transfer any license or any authorization granted under this Agreement, and such licenses and authorizations shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of Licensor, which consent may be withheld in the Licensor's sole and absolute discretion.
- G. Governing Law: It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

- H. Meet and Confer: In the event a dispute shall arise regarding this Agreement, the Parties shall meet and confer to deliberate and discuss the dispute.
- I. Notices: All notices, demands, or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either Party to the other shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

CITY OF ELY

501 Mill Street

Ely, Nevada 89301

CityClerk@cityofelynv.gov

775-289-2480

CODY BLISS

801 Avenue G

Ely, Nevada 89301

cbpartsguy2005@yahoo.com

775-289-8469

- J. Application of Open Meeting Law: This Agreement and any amendment, modification, alteration, or change of the provisions herein may only be made in an open meeting, unless a specific statutory provision allows or requires the discussion or negotiations to be held in private. Notwithstanding, any results of the negotiations or discussions shall be placed on the record pursuant to Nevada's Open Meeting law.
- K. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

[Remainder of page intentionally left blank. Signature page[s] to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement and intend to be bound thereby on the latest date written below.

LICENSOR

LICENSEE

By: _____
Mayor

By: _____

(print name)

(print name)

(date)

(date)

Attest: _____
City Clerk

State of Nevada)
) ss
County of White Pine)

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

Exhibit A

Description of Licensor's Access Route:

APN O10-530-03; Portion of the NW SW, Section 10, Township 16, Range 63.

