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Official Record

Recording requested By
JAMES ITHURRALDE

Eureka County - NV

Lisa Hoehne - Recorder

Fee: \$17.00

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RPTT:

Recorded By: CH

Book- 598 Page- 0367



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APN # _____

Recording Requested By:

Name JAMES P. ITHURRALDE

Address P.O. Box 26

City/State/Zip Eureka NV 89316

RESIDENTIAL LEASE AGREEMENT
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fees applies)

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (the "Agreement") is made and entered into effective as of the 1st day of February, 2017 (the "Effective Date") by and between Chad and Rosie Bliss (hereinafter the "Lessor"), and James P. Ithurrealde (hereinafter the "Lessee"). Lessee and Lessor are collectively referred to as the "Parties" in this Agreement.

WITNESSETH

The Parties enter into this Agreement with reference to the following facts:

- Lessor owns real property in Eureka County, Nevada, located at 421 US Hwy 50 West Eureka, Nevada. Lessor owns a single-family residence on the Property (the "Residence"), which is currently occupied by Lessee as his primary residence.

- Lessor wishes to lease the Residence only to Lessee, and Lessee wishes to lease only the Residence from Lessor for the purpose of maintaining his primary residence.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged by all of the undersigned and in exchange for the mutual covenants set forth in this Agreement, the Parties hereto agree as follows:

- **Lease of Residence.** Lessor hereby agrees to lease the Residence to Lessee, and Lessee hereby agrees to lease the Residence from Lessor.

- **Lease Term.** The term of this lease shall be and extend for the life of the Lessee, so long as Lessee occupies the residence as his primary residence. Lessee but not Lessor may at any time terminate this agreement in writing. Lessee has sixty days from the termination date of this agreement to remove lessee's personal property from the residence.

- **Lease Payments.** Lessor shall not charge Lessee a lease payment during the entire term of this lease in light of the services and labor Lessee has historically provided and will continue to provide at Lessee's expense to the residence.

- **Use of Property.** Lessee shall only use the Residence for his residence and shall not have the right to use any other portion of the Property for its personal use except as authorized and approved by the Lessor. Lessee shall not sublease the Residence or allow any other individual to occupy the Residence without the prior written consent of Lessor.

- **Maintenance of Residence.** Lessee agrees to provide maintenance and repair at Lessee's expense to the Residence when such repairs and maintenance are necessitated by Lessee's use or occupancy of the Residence, normal wear and tear excepted and shall maintain the Residence in good, habitual condition during the entirety of the term of this Agreement.

Lessee also agrees to pay all utilities for the residence. Lessor agrees to pay all property taxes assessed on the Property and/or the Residence during the term of this Agreement associated with the Residence for Lessee's benefit.

* **No Interference.** Lessor hereby agrees that it will not interfere with Lessees' use and occupation of the Residence and Lessee hereby agrees that it will not interfere with Lessor's use of the Property surrounding the Residence.

• **Insurance.** Lessor agrees to maintain insurance for the Residence during the term of this Agreement, insuring the Property against losses such as fire and other damages. Lessee, shall at Lessee's expense, maintain renter's insurance, insuring the contents and personal property of Lessee at the Residence.

• **Indemnification.** Lessor agrees to defend and hold Lessee harmless from any loss, liability, claim, demand or lawsuit arising from any injury or damage resulting from any act or omission on the part of Lessor. Lessee agrees to defend and hold Lessor harmless from any loss, liability, claim, demand or lawsuit arising from any injury or damage resulting from any act or omission on the part of Lessee.

- **Memorandum of Lease.** Lessor acknowledges and agrees that Lessee may record with the Eureka County Recorder a Memorandum of Lease, describing the terms of this Agreement.

• **Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

• **Amendments and Waiver.** No amendment or waiver of any provision or condition in this Agreement shall be effective unless in writing signed by both parties.

• **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same agreement.




• **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada without regard to the conflict of laws rules thereof.

• **Injunctive Relief and Other Remedies.** Parties acknowledge and agree that remedies at law for any breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of this fact, Parties agree that, in the event of any such breach or threatened breach, in addition to any remedies that may be available by law.

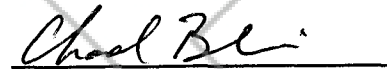

• **Attorneys' Fees.** In the event there is any dispute or legal proceeding in connection with this Agreement, the prevailing party in such dispute or legal proceeding shall be entitled to recover its reasonable fees and costs, including attorneys' fees.

Complete Agreement. This Agreement constitutes the final written expression of all of the agreements between the Parties except for the agreement for sale, and is a complete and exclusive statement of the terms thereof. There are no representations, warranties, covenants, promises, or undertakings except those expressly provided herein.

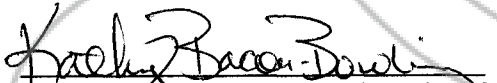
LESSEE:

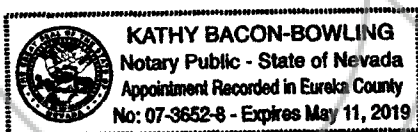

James P. Ithurrealde

LESSOR:

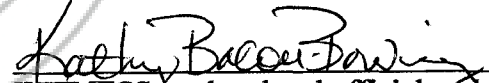

Chad Bliss

Rosie Bliss

On this 13th day of January, 2017,
the foregoing instrument was sworn to and
subscribed before me by James P. Ithurrealde,
known or proven to me to be the person whose
name is subscribed to within this instrument.


WITNESS my hand and official seal.



On this 13th day of January, 2017,
the foregoing instrument was sworn to and
subscribed before me by Chad and Rosie Bliss,
known or proven to me to be the persons whose
names is subscribed to within this instrument.


WITNESS my hand and official seal.

