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CITY OF ELY

501 Mill Street Ely, Nevada 89301
City Hall (775) 289-2130
Fax (775) 289-1463

BY AD
OK
U738

Business License No. 3412

Date Applied: _____

Liquor License Application

Full name of applicant: Suarez Briceno LLC
Business name: Cellblock Steakhouse
Business street address: 211 5th Street Ely NV 89301
Date when business will begin: 02-14-2024
Nature of the business proposed to be carried on by applicant: Full service Restaurant

Email Address: _____

Date of approval: _____

Description of Liquor: (List total number)

Total Cost per year

Class I License: Those businesses engaged in retail liquor sales by the drink for on-site consumption, limited to the sale of beer and/ or wine only. **\$338.75**

Class II License: Those businesses engaged in retail liquor store sales in the original package for off-site consumption including, but not limited to beer and wine. **\$360.60**

Class III License: Those businesses engaged in retail liquor sales by the drink for on-site consumption who do not provide any food service in connection with retail liquor sales who have eleven (11) seats or less for food service if food service is provided in combination with liquor sales. **\$382.45**

Class IV License: Those businesses who engage in retail liquor sales by the drink for on-site consumption and who sell such beverage

in combination with food service with a minimum of twelve (12) seats.

\$404.31

Class V license: Those who engage in the business as a wholesaler of any alcoholic beverage. \$458.95

Fraternal, social & civic

License: This license shall not permit the licensee to conduct or operate any public bar or place for the sale, serving or delivery of any liquor to the general public. \$218.55

Caterer's liquor License: A caterer's liquor license endorsement allows the license holder to cater events and serve alcoholic beverages at those events, without requiring additional fees for special Event License. The Caterer's Liquor License endorsement shall only be issued to those businesses within the City which possess a Class I, III, or IV License. \$163.91

Special Event Only Liquor License w/ Caterer's Endorsement:

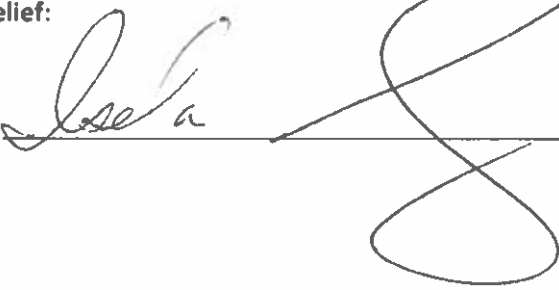
Three hundred and fifty dollars (350.00) for the Class III license and one hundred fifty (150.00) for Caterer's Endorsement.

\$546.36

Total of all liquor fees

\$ 404.31

CERTIFICATION: I hereby certify that the information supplied above is true and correct to the best of my knowledge and belief:

Signature of applicant: 

Assessor's Parcel#: APN: 001-121-01

Prepared By:

M. Leo Cahoon, Esq.
Ely City Attorney
501 Mill St.
Ely, Nevada 89301

After Recording Return To:

The City of Ely
Attn: Jennifer Lee, Ely City Clerk
501 Mill Street
Ely, Nevada 89301.

Mail Tax Statements To:

David Weaver (Grantee)
D.B.A. White Pine Construction
2460 Mineral Drive
Ely, Nevada 89301

Space above this line for recorder's use only

NEVADA QUITCLAIM DEED

FOR VALUABLE CONSIDERATION in the sum of Fourteen Thousand and Seventeen Dollars and Zero Cents (\$14,017.00), the receipt and sufficiency of which is hereby acknowledged, **CITY OF ELY ("Grantor")**, a municipal corporation and political subdivision of the State of Nevada, acting through its City Council, hereby quitclaims, releases, and conveys in its "AS IS" condition to **David Weaver, D.B.A. White Pine Construction, NV License 30998 ("Grantee")** any and all right, title and interest in and to that certain real property ("Property") described and depicted in **EXHIBIT A**, attached hereto and incorporated by this reference.

TOGETHER WITH all and singular tenements, hereditaments, and appurtenances thereto, excepting therefrom any and all appurtenant water, gas, oil, and mineral rights.

PURPOSE OF THIS CONVEYANCE IS to address the housing shortage in the City of Ely by constructing new homes for economic development pursuant to NRS NRS 268.063(4)(a)(4).

THIS CONVEYANCE is subject to the following conditions and restrictive covenants:

1. The transfer of the Property from Grantor to Grantee is subject to all easements of record, including, but not necessarily limited to, easements for access, utilities, sewer, and parking.
2. Within thirty-six (36) months of the date of the signing of this Deed, Grantee agrees to construct single-family residential housing conforming (the "Project") to the following conditions:

- a. That the Property must be used for the construction of residential housing in the form of at least one single-family residence to be sold to the public.
 - b. That the Project must be conducted by a contractor licensed by the State of Nevada.
 - c. That construction of the Project must begin within 18 months of the execution of this deed and total development and construction of the Project to be completed within thirty-six (36) months from the beginning of construction on the Property.
 - d. That the Project include construction of curb and gutter pursuant to Ely Municipal Code 12-11-7 and 9-9-2.
 - e. That the single-family residence shall be wired for electrical and high-speed internet connections and hooked to city water, sewer, and electricity.
 - f. That Grantee must comply with all federal, state, and local laws and regulations while carrying out its duties under the Land Sale Agreement.
3. Once constructed and completed in accordance with all terms herein, the single-family residence and its associated lot must be made available for residential use and occupancy. The Property, or any part of the property, must never be transferred, sold, exchanged or encumbered by Grantee without the Grantor's prior written approval, except that Grantee may sell the completed single-family residence and its associated lot without Grantor approval.
 4. Grantor does not express or imply and specifically disclaims any representations or warranties of any kind or character, express or implied, with respect to the Property, any improvements and any part thereof, without limitation, representations or warranties as to the physical condition, government approvals or regulations, land use and land development entitlements, environmental conditions, access, utilities, or any other matter or item relating to or affecting the property.
 5. Grantee shall accept the Property "As Is" and "Where Is" with all its faults and with no adjustments for physical, functional, economic conditions, and there are no oral or written agreements, representations or warranties related or collateral to or affecting the Property by the Grantor other than those set forth in this Quitclaim Deed or any related agreements executed in writing and duly approved by both the Grantor and Grantee.

Failure on the part of Grantee, its successors and assigns, to keep and observe any of the restrictions and covenants described herein will cause the Property, together with all improvements, singular tenements, hereditaments, and appurtenances thereto, to automatically revert to Grantor, its successors or assigns, and it shall be lawful for Grantor, its successors and assigns, to re-enter and repossess said Property and thereafter to peaceably hold and enjoy the same as if this conveyance had not been made to Grantee.

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

CITY OF ELY, GRANTOR

GRANTEE

Mayor Nathan Robertson

David Weaver DBA White Pine Construction

DATE: _____

DATE: _____

ATTEST:

CITY CLERK JENNIFER LEE

NOTARY PUBLIC