

ATTACHMENT B

COVENANTS RUNNING WITH THE LAND PREVENTING
CERTAIN ALTERATIONS OF HISTORIC PROPERTY

1 The parties to these covenants are the Nevada State Divis-
2 ion of Historic Preservation and Archeology, hereinafter referred
3 to as the "DIVISION", and City of Caliente,
4 hereinafter referred to as the "TRANSFEREE". These owner re-
5 straints are set forth so as to ensure the preservation of the
6 architectural and historical character of _____
7 _____ the Caliente Railroad Depot
8 located at _____;
9 more particularly described as follows:

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Authority for these Covenants is included in the provisions
of the National Historic Preservation Act (P.L. 89-665 as amend-
ed, 80 Stat. 915). Architectural and historical characteristics
shall be defined, and mutually agreed to, as those significant
elements which originally qualified the property for entry into
the National Register of Historic Places. Characteristics that
must be maintained by the TRANSFEREE are listed in Attachment "A"
to these Covenants.

RESTRAINTS

1. The TRANSFEREE agrees to assume the total cost of continu-
ed maintenance, repair, and administration of the property
identified above so as to preserve the architectural and

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1 historical characteristics identified in Attachment "A".
 2 The term of these Covenants shall run for the period end-
 3 ing December 31, 1998.
 4 Nothing herein shall prohibit the TRANSFEREE from seeking
 5 financial assistance from any source available to him.
 6 2. The TRANSFEREE agrees that no alteration shall be made of
 7 the property identified above unless: (a) it is of a minor
 8 nature amounting to less than \$ 500.00 per year,
 9 and clearly does not effect the architectural and histor-
 10 ical characteristics listed in Attachment "A"; (b) or, the
 11 DIVISION has determined in advance, and in writing, that
 12 the proposed work will not seriously effect the architect-
 13 ural and historical characteristics listed in Attachment
 14 "A"; or, (c) it is required to protect the property from
 15 impending or actual acts of nature or similar disasters.
 16 Emergency alterations shall be promptly reported to the
 17 DIVISION and shall be completed only to the extent neces-
 18 sary to protect or restore the architectural and histori-
 19 cal characteristics listed in Attachment "A".
 20 These restraints shall run with the land and are binding
 21 upon the TRANSFEREE and any and all successors, heirs, assignees,
 22 or leasees.
 23 The DIVISION shall have the right to file suit, in law or
 24 equity, if the TRANSFEREE violates any of the restraints of these
 25 Covenants. The purpose of the suit shall be to cause the TRANS-
 26 FEREE to cure said violations or to obtain the return of funds
 27 granted to the TRANSFEREE by the Heritage Conservation and Rec-
 28 reation Service through the DIVISION under separate agreement.
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1 The TRANSFEREE shall record these Covenants in the Recorder's
 2 Office of the county in which the subject property is located.
 3 The DIVISION'S obligations with regard to the subject property
 4 shall not become effective until the TRANSFEREE has furnished to
 5 the DIVISION satisfactory proof of the aforementioned recordation.
 6 These Covenants are entered into this 14TH day
 7 of February, 1983.

9 STATE OF NEVADA TRANSFEREE
 10 SHPO
 11 By: [Signature] By: [Signature]
 12 Date: 2-14-83 Title: Mayor
 13 Date: January 3, 1983

15 APPROVED AS TO FORM ONLY:
 16 [Redacted]
 17 ATTORNEY GENERAL
 18 By: [Signature]
 19 Deputy Attorney General
 20 Date: 2/16/83

No. 77227
 FILED AND RECORDED AT REQUEST OF
CITY OF CALIENTE
FEB 24, 1983
 AT 10 MINUTES PAST 12 O'CLOCK
P.M. IN BOOK 53 OF OFFICIAL
 RECORDS, PAGE 536 LINCOLN
 COUNTY, NEVADA
[Signature]
 COUNTY RECORDER