

ATTACHMENT B

COVENANTS

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These Covenants are made and entered into between the State of Nevada,
acting by and through the Commission for Cultural Affairs, hereinafter
referred to as "STATE" and City of Caliente
hereinafter referred to as "APPLICANT", for the purpose of the of the property
known as The Railroad Depot
which is owned in fee simple by the APPLICANT.

The property is comprised essentially of grounds, collateral, appurtenances,
and improvements. The property is more particularly described as follows:
[cite references, including repository, book, and page number(s)].

The Caliente Depot was constructed in 1923 in the Mission
Revival style. It is located at latitude 37 degrees, 36 minutes,
45 seconds and longitude 114 degrees, 30 minutes, 51 seconds. It
is fully described in Attachment A.

In consideration of the sum \$50,000.00 received
in grant-in-aid assistance from the STATE, the APPLICANT hereby agrees
to the following for a period of ending June 30, 2004.

1. The APPLICANT agrees to assume the cost of the continued maintenance
and repair of said property so as to preserve the architectural,
historical, cultural and/or archeological integrity of the same,
in order to protect and enhance those qualities which make it
historically significant as determined by the State Historic
Preservation Officer, hereinafter referred to as "SHPO."
2. The APPLICANT agrees that no visual or structural alterations
will be made to the property without prior written permission
of the SHPO.
3. The APPLICANT agrees that the STATE, its agents and designees,
shall have the right to inspect the property at all reasonable
times, in order to ascertain whether or not the conditions of
these Covenants are being observed.

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4. The APPLICANT agrees that when the property is not clearly visible from a public right-of-way or includes interior work assisted with State of Nevada, Commission for Cultural Affairs grant funds, the property will be open to the public no less than twelve (12) days a year on an equitable spaced basis and at other times by appointment. Nothing in these Covenants will prohibit the APPLICANT from charging a reasonable, nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

5. The APPLICANT further agrees that when the property is not open to the public on a continuing basis, and when the improvements assisted with State of Nevada Commission for Cultural Affairs grant funds are not visible from the public way, notification will be published for three consecutive working days, no less than one week prior to the opening date in one newspaper of general circulation in the community area in which the property is located. The advertisement shall give the dates and times when the property will be open. Documentation of such notice will be furnished annually to the SHPO during the term of these Covenants.

These restraints shall run with the property and are binding upon the APPLICANT and any and all successors, heirs, assignees, or leasees.

The STATE shall have the right to file suit in law or equity, if the APPLICANT violates any of the restraints of these Covenants. The purpose of the suit shall be to cause the APPLICANT to cure said violations or to obtain the return of funds granted to the APPLICANT by the State of Nevada Commission For Cultural Affairs.

The APPLICANT shall record these Covenants in the Recorder's Office of the county in which the subject property is located. The STATE'S obligations with regard to the subject property shall not become effective until the APPLICANT has furnished to the STATE satisfactory proof of the aforementioned recordation.

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These Covenants are entered into this 20 day of June, 1994.

Henry Phillips, Mayor
Applicant

Department of Museums, Library, and Arts

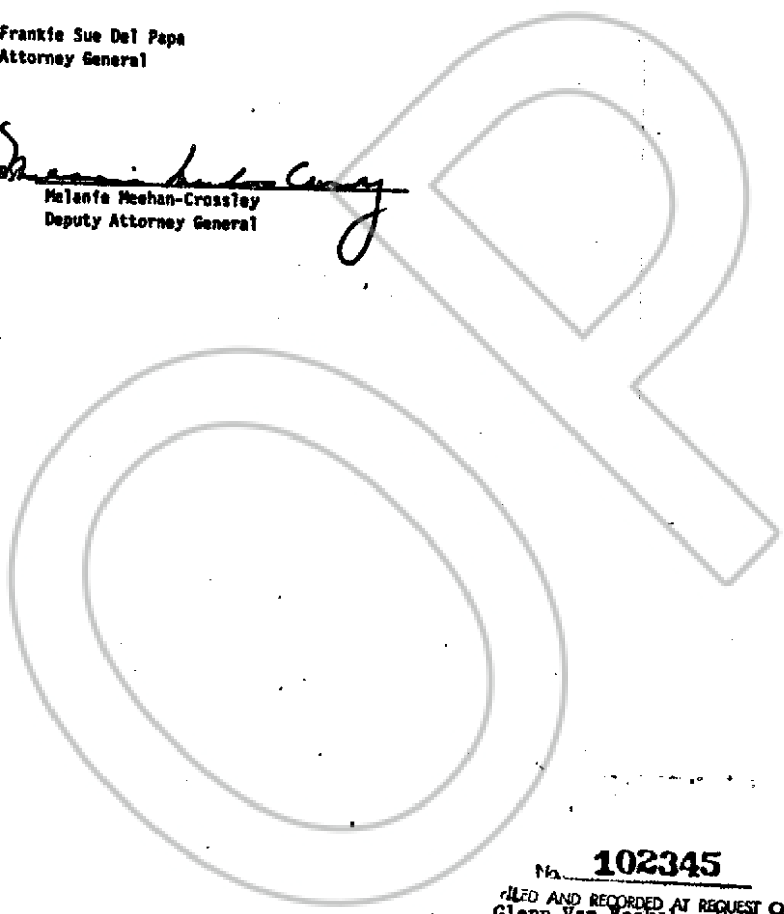
Ronald M. James

Ronald M. James Date
State Historic Preservation Officer

REVIEWED AS TO FORM ONLY:

Frankie Sue Del Papa
Attorney General

Melanie Meehan-Crossley
Melanie Meehan-Crossley
Deputy Attorney General



No. 102345
FILED AND RECORDED AT REQUEST OF
Glenn Van Roskel
August 30, 1994
7:20 MINUTES PAST 1 O'CLOCK
2 IN BOOK 110 OF OFFICIAL
RECORDS PAGE 612 LINCOLN
COUNTY, NEVADA.
Yuriko Setzer
COUNTY RECORDER
Yuriko Setzer Deputy