

Lincoln County

ATTACHMENT B

COVENANTS

1 These Covenants are made and entered into between the State of Nevada,
2 acting by and through the Commission for Cultural Affairs, hereinafter
3 referred to as "STATE" and Lincoln County
4 hereinafter referred to as "APPLICANT", for the purpose of the of the property
5 known as The Thompson Opera House
6 which is owned in fee simple by the APPLICANT.

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

10 Beginning at a point S 38o42'56" W, 22.01 ft. along the S.E. R/W line of Main Street from the N.W.
11 corner of Lot 7, Block 18, Pioche Town Plat, Lincoln County, Nevada; thence S 35o15'00" E, 83.05 ft
12 along the Northwest wall line of the Pioche Opera House; thence S 19o20'17" W, 29.65 ft along the West
13 line of Cornwall Row and East line of Block 18; thence N 55o07'03" W, 92.90 ft along a line between the
Gem theater and Opera House; thence N 38o42'56" E, 28.44 ft along the Southeast right-of-way line of
Main Street to the point of beginning. Containing 0.958 acres of land. BOOK 108 PAGE 146

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15 In consideration of the sum \$125,000.00 received
16 in grant-in-aid assistance from the STATE, the APPLICANT hereby agrees
17 to the following for a period of ending September 30, 2016.

- 18 1. The APPLICANT agrees to assume the cost of the continued maintenance
19 and repair of said property so as to preserve the architectural,
20 historical, cultural and/or archeological integrity of the same,
21 in order to protect and enhance those qualities which make it
22 historically significant as determined by the State Historic
23 Preservation Officer, hereinafter referred to as "SHPO".
- 24 2. The APPLICANT agrees that no visual or structural alterations
25 will be made to the property without prior written permission
26 of the SHPO.
- 27 3. The APPLICANT agrees that the STATE, its agents and designees,
28 shall have the right to inspect the property at all reasonable
29 times, in order to ascertain whether or not the conditions of
30 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 SHPD 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.

Lincoln County

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These Covenants are entered into this 6 day of Nov, 1996

Edward E. Wright
Applicant
Department of Museums, Library, and Arts

Ronald M. James 11/25/96
Ronald M. James Date
State Historic Preservation Officer

REVIEWED AS TO FORM ONLY:

Frankie Sue Del Papa
Attorney General

By: Melanie Mehan-Crossley
Melanie Mehan-Crossley
Deputy Attorney General

NO. **108183**
Filed And Recorded At Request Of
Commission for Cultural Affairs
February 13, 1997
At 25 Minutes Past 2 O'Clock
P M In Book 126 Of Official Records
Page 22 Lincoln County Nevada.

Yuriko Setzer
County Recorder
Jessie Boucher, deputy