

Lincoln County

Attachment B

COVENANTS

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3 These covenants are made and entered into between the State of Nevada, acting by and through
4 the State Historic Preservation Office (SHPO), hereinafter referred to as "STATE" and Lincoln County
5 hereinafter referred to as "APPLICANT", for the purpose of the property known as the Million Dollar
6 Courthouse, and is listed on the National Register of Historic Places, Which is owned in fee simple by
7 the APPLICANT.

8 The property is comprised essentially of grounds, collateral, appurtenances, and improvements.
9 The property is more particularly described as follows:

10
11 All of Lots numbered Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17) in
12 Block numbered Thirty-five (35) in the Town of Pioche, County of Lincoln, State of
13 Nevada, as said lots and Block are delineated and described on the official plat of
14 said Town of Pioche, on file and of record in the office of the Lincoln County
15 Recorder at Pioche, Nevada, to which said plat and the records thereof, reference is
16 hereby made for a more full and complete description. Also any and all
17 improvements situated on the above lots or either of them, consisting specifically of
18 a Courthouse and Jail, more commonly known as the old Courthouse.

19
20 In consideration of the sum \$90,000.00 received in grant-in-aid assistance from the STATE, the
21 APPLICANT hereby agrees to the following for a period on time ending December 31, 2018.

- 22 1. The APPLICANT agrees to assume the cost of the continued maintenance and repair of
23 said Property so as to preserve the architectural, historical, cultural or archaeological
24 integrity of the same, in order to protect and enhance those qualities which make it
25 historically significant as determined by the STATE.
- 26 2. The APPLICANT agrees that no visual or structural alterations will be made to the
27 property without prior written permission of the STATE.
- 28 3. The APPLICANT agrees that the STATE, its agents and designees, shall have the right to
29 inspect the property at all reasonable times, in order to ascertain whether or not the
30 conditions of these Covenants are being observed.
- 31 4. The APPLICANT agrees that when the property is not clearly visible from a public right-
32 of-way or includes interior work assisted with State of Nevada, Commission of Cultural

Lincoln County

- 1 Affairs grant funds, the property will be open to the public not less than twelve (12) days a
2 year on an equitable spaced basis and at other times by appointment. Nothing in these
3 covenants will prohibit the APPLICANT from charging a reasonable, non-discriminatory
4 admission fee, comparable to fees charged at similar facilities in the area.
- 5 5. The APPLICANT further agrees that when the property is not open to the public on a
6 continuing basis, and when the improvements assisted with State of Nevada Commission
7 for Cultural Affairs grant funds are not visible from the public right-of-way, notification
8 will be published for three consecutive working days, no less than one week prior to the
9 opening date in one newspaper of general circulation in the community area in which the
10 property is located. The advertisement shall give the dates and times when the property
11 will be open. Documentation of such notice will be furnished annually to the STATE
12 during the term of these Covenants.
- 13 6. The APPLICANT agrees to comply with Title VI of the Civil Rights Act of 1964
14 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with
15 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit
16 discrimination on the basis of race, religion, national origin, or disability. In implementing
17 public access, reasonable accommodation to qualified disabled persons shall be made in
18 consultation with the STATE.
- 19 7. The agreement shall be enforceable in specific performance by a court of competent
20 jurisdiction.
- 21 8. SEVERABILITY CLAUSE - It is understood and agreed by the parties hereto that if
22 any part, term, or provision of this agreement is held to be illegal by the courts, the validity
23 of the remaining portions or provisions shall not be affected, and the rights and obligations
24 of the parties shall be construed and enforced as if the contract did not contain the
25 particular part, term, or provision held to be invalid.
- 26 9. These restraints shall run with the property and are binding upon the APPLICANT and
27 any and all successors, heirs, assignees, or lessees.
- 28 10. The STATE shall have the right to file suit in law or equity, if the APPLICANT
29 violates any of the restraints of these Covenants. The purpose of the suit shall be to cause
30 the APPLICANT to cure said violations or to obtain the return of funds granted to the
31 APPLICANT by the STATE.

Lincoln County

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11. 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 the STATE satisfactory proof of the aforementioned recordation.

These Covenants are entered into this 5th day of NOVEMBER, 2002.

Tim Perkins

Applicant Signature

Tim Perkins, Chairman Lincoln County Commission

Name and Title (print)

Department of Cultural Affairs

Ronald M. James

STATE, Ronald M. James, State Historic Preservation Officer

REVIEWED AS TO FORM ONLY:

Frankie Sue Del Papa, Attorney General

By: Melanie Meehan-Crossley

Melanie Meehan-Crossley, Deputy Attorney General

Lincoln County

Witnessed by Notary Public

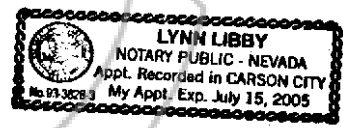
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 2 State of Nevada
 3 County of Lincoln
 4 On 10-7-02, personally appeared before me, a Notary Public in and for said
 5 County and State, Tim Perkins
 6 Known to me to be the person _____ described in and who executed the foregoing
 7 instrument, who acknowledged to me that he executed the same freely and voluntarily and for
 8 the uses and purposes therein mentioned.

9
 10 Cassie Kegan
 11 Notary Public

ACKNOWLEDGEMENT

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 17 State of Nevada
 18 County of Carson
 19 On NOVEMBER 5, 2002, personally appeared before me, Notary Public in and for said
 20 County and State, Ronald M. James, known to me to be the person described in and who
 21 executed the foregoing instrument, who acknowledged to me that he executed the same and freely and
 22 voluntarily and for the uses and purposes therein mentioned.

23
 24 Lynn Libby
 25 Notary Public



2002 NOV 27 PM 12 53
 FILED FOR RECORDING
 AT THE REQUEST OF
 Lincoln County
 LESLIE BOUCHER
 CLERK

119150