

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 Thompson
6 Opera House, 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:

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11 The Northeast Quarter (NE ¼) of Lot Two (2) in Block twenty-six (26) in the Town
12 of Pioche, Lincoln County, Nevada; Cited in Book #90, pages 195 and 195 in the
13 Lincoln County Records Office.

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15 In consideration of the sum \$75,000.00 received in grant-in-aid assistance from the STATE, the
16 APPLICANT hereby agrees to the following for a period on time ending December 31, 2018.

- 17 1. The APPLICANT agrees to assume the cost of the continued maintenance and repair of
18 said Property so as to preserve the architectural, historical, cultural or archaeological
19 integrity of the same, in order to protect and enhance those qualities which make it
20 historically significant as determined by the STATE.
- 21 2. The APPLICANT agrees that no visual or structural alterations will be made to the
22 property without prior written permission of the STATE.
- 23 3. The APPLICANT agrees that the STATE, its agents and designees, shall have the right to
24 inspect the property at all reasonable times, in order to ascertain whether or not the
25 conditions of these Covenants are being observed.
- 26 4. The APPLICANT agrees that when the property is not clearly visible from a public right-
27 of-way or includes interior work assisted with State of Nevada, Commission of Cultural
28 Affairs grant funds, the property will be open to the public not less than twelve (12) days a
29 year on an equitable spaced basis and at other times by appointment. Nothing in these
30 covenants will prohibit the APPLICANT from charging a reasonable, non-discriminatory
31 admission fee, comparable to fees charged at similar facilities in the area.
- 32 5. The APPLICANT further agrees that when the property is not open to the public on a

Lincoln County

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continuing basis, and when the improvements assisted with State of Nevada Commission for Cultural Affairs grant funds are not visible from the public right-of-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 STATE during the term of these Covenants.

6. The APPLICANT agrees to comply with Title VI of the Civil Rights Act of 1964 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the STATE.

7. The agreement shall be enforceable in specific performance by a court of competent jurisdiction.

8. SEVERABILITY CLAUSE - It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

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

10. 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.

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.

Lincoln County

1 These Covenants are entered into this 11th day of September, 2002.

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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 Mechan-Crossley*

Melanie Mechan-Crossley, Deputy Attorney General

Lincoln County

Witnessed by Notary Public

State of Nevada

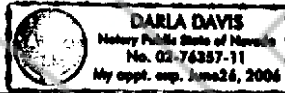
County of Lincoln

On ~~Sept 27, 2002~~ ^{Sept. 27, 2002} ~~Tim Perkins Sr.~~, personally appeared before me, a Notary Public in and for said

County and State, Tim Perkins

Known to me to be the person _____ described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Darla Davis
Notary Public



ACKNOWLEDGEMENT

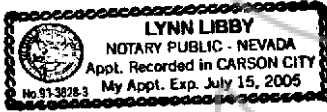
State of Nevada

County of Carson

On NOVEMBER 5, 2002, personally appeared before me, Notary Public in and for said

County and State, Ronald M. James, known to me to be the person described in and who

executed the foregoing instrument, who acknowledged to me that he executed the same and freely and voluntarily and for the uses and purposed therein mentioned.



Lynn Libby
Notary Public

FILED FOR RECORDING
AT THE REQUEST OF
Lincoln County
2002 NOV 27 PM 12 53
REC'D
LESIE BOUCHER, CLERK
DEP

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