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ATTACHMENT B

COMMISSION FOR CULTURAL AFFAIRS (CCA-08-13) COVENANTS

These covenants are made and entered into between the State of Nevada, acting by and through the State Historic Preservation Office (SHPO), hereinafter referred to as "STATE" and the LINCOLN COUNTY hereinafter referred to as "APPLICANT", for the purpose of the property known as the THOMPSON OPERA HOUSE, 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:

BEGINNING AT A POINT S 38° 42' 56" W, 22.01 FT. ALONG THE S.E. R/W LINE OF MAIN STREET FROM THE N.W. CORNER OF LOT 7, BLOCK 1B, PIOCHE TOWN PLAT, LINCOLN COUNTY, NEVADA; THENCE S 55° 15' 00" E, 83.05 FT ALONG THE NORTHWEST WALL LINE OF THE PIOCHE OPERA HOUSE; THENCE S 19° 20' 17" W, 29.65 FT ALONG THE WEST LINE OF CORNWALL ROW AND EAST LINE OF BLOCK 18; THENCE N 55° 07' 03" W, 92.90 FT ALONG A LINE BETWEEN THE GEM THEATER AND OPERA HOUSE; THENCE N 38° 42' 56" E, 28.44 FT ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF MAIN STREET TO THE POINT OF BEGINNING. CONTAINING 0.058 ACRES OF LAND.

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1. In consideration of the sum \$ 120,000.00 received in grant-in-aid assistance from the
2 STATE, the APPLICANT hereby agrees to the following for a period of time ending on
3 DECEMBER 31, 2059.

4 1. The APPLICANT agrees to assume the cost of the continued maintenance and repair
5 of said Property so as to preserve the architectural, historical, cultural or
6 archaeological integrity of the same, in order to protect and enhance those qualities
7 which make it historically significant as determined by the STATE.

8 2. The APPLICANT agrees that no visual or structural alterations will be made to the
9 property without prior written permission of the STATE.

10 3. The APPLICANT agrees that the STATE, its agents and designees, shall have the
11 right to inspect the property at all reasonable times, in order to ascertain whether or
12 not the conditions of these Covenants are being observed.

13 4. The APPLICANT agrees that when the property is not clearly visible from a public
14 right of-way or includes interior work assisted with State of Nevada, Commission for
15 Cultural Affairs grant funds, the property will be open to the public not less than
16 twelve (12) days a year on an equitable spaced basis and at other times by
17 appointment. Nothing in these covenants will prohibit the APPLICANT from
18 charging a reasonable, non-discriminatory admission fee, comparable to fees charged
19 at similar facilities in the area.

20 5. The APPLICANT further agrees that when the property is not open to the public on
21 a continuing basis, and when the improvements assisted with State of Nevada
22 Commission for Cultural Affairs grant funds are not visible from the public right-of-
23 way, notification will be published for three consecutive working days, no less than
24 one week prior to the opening date in one newspaper of general circulation in the
25 community area in which the property is located. The advertisement shall give the



- 1 dates and times when the property will be open. Documentation of such notice will
- 2 be furnished annually to the STATE during the term of these Covenants.
- 3 6. The APPLICANT agrees to comply with Title VI of the Civil Rights Act of 1964
- 4 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with
- 5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit
- 6 discrimination on the basis of race, religion, national origin, or disability. In
- 7 implementing public access, reasonable accommodation to qualified disabled
- 8 persons shall be made in consultation with the STATE.
- 9 7. The agreement shall be enforceable in specific performance by a court of competent
- 10 jurisdiction.
- 11 8. SEVERABILITY CLAUSE - It is understood and agreed by the parties hereto that if
- 12 any part, term, or provision of this agreement is held to be illegal by the courts, the
- 13 validity of the remaining portions or provisions shall not be affected, and the rights
- 14 and obligations of the parties shall be construed and enforced as if the contract did
- 15 not contain the particular part, term, or provision held to be invalid.
- 16 9. These restraints shall run with the property and are binding upon the APPLICANT
- 17 and any and all successors, heirs, assignees, or lessees.
- 18 10. The STATE shall have the right to file suit in law or equity, if the APPLICANT
- 19 violates any of the restraints of these Covenants. The purpose of the suit shall be to
- 20 cause the APPLICANT to cure said violations or to obtain the return of funds
- 21 granted to the APPLICANT by the STATE.
- 22 11. The APPLICANT shall record these Covenants in the Recorder's Office of the
- 23 County in which the subject property is located. The STATE'S obligations with
- 24 regard to the subject property shall not become effective until the APPLICANT has
- 25 furnished the STATE satisfactory proof of the aforementioned recordation.



1 These CCA Covenants are entered into this 18th day of August, 2008.

2 **APPLICANT-LINCOLN COUNTY**

3
4 

5 Signature

6 ~~Ronda Hornbeck, LC Commission Chair~~

7 Name and Title (print)

8 **STATE-DEPARTMENT OF CULTURAL AFFAIRS, HISTORIC PRESERVATION**

9 **OFFICE**

10
11 

12 Ronald M. James, State Historic Preservation Officer

14 **REVIEWED AS TO FORM ONLY:**

15 Catherine Cortez Masto, Attorney General

16 By:  8/29/08

17 Deputy Attorney General



1 Witnessed by Notary Public
 2 State of Nevada
 3 County of LINCOLN
 4 On August 18, 2008, personally appeared before me, a Notary
 5 Public in and for said County and State, Ronda Hornbeck
 6 Known to me to be the person described in and who executed the foregoing instrument, who
 7 acknowledged to me that she executed the same freely and voluntarily and for the uses
 8 and purposes therein mentioned.
 9 Jenea M Seavers
 10 Notary Public

13 ACKNOWLEDGEMENT
 14 State of Nevada
 15 County of CARSON
 16 On August 27, 2008, personally appeared before me, Notary Public in
 17 and for said County and State, RONALD M. JAMES, known to me to be the person
 18 described in and who executed the foregoing instrument, who acknowledged to me that he executed
 19 the same and freely and voluntarily and for the uses and purposed therein mentioned.

21 Margaret Osborne
 22 MARGARET OSBORNE
 23 NOTARY PUBLIC
 STATE OF NEVADA Notary Public
 No. 94 0885-3 My App. Exp. Jan. 14, 2010