

Official Record

Recording requested By
LINCOLN COUNTY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: Page 1 of 6
RPTT: Recorded By: AE
Book- 253 Page- 0490



0135169

APN _____

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COMMISSION FOR CULTURAL AFFAIRS (CCA) COVENANTS
Title of Document

Affirmation Statement

X I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

_____ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: _____
(State specific law)

Phyllis Robistow, Grants Administrator
Signature Title

PHYLLIS ROBISTOW
Print

1/19/10
Date

Grantees address and mail tax statement:

LINCOLN COUNTY
PO BOX 539
PIOCHIE, NV 89043



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ATTACHMENT B

CCA 09-16

COMMISSION FOR CULTURAL AFFAIRS (CCA) 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 LINCOLN COUNTY hereinafter referred to as "APPLICANT", for the purpose of the property known as the MILLION DOLLAR COURT 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:

ALL OF LOTS NUMBERED FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), AND SEVENTEEN (17) IN BLOCK NUMBERED THIRTY-FIVE (35) IN THE TOWN OF PIOCHE, COUNTY OF LINCOLN, STATE OF NEVADA, AS SAID LOTS AND BLOCK ARE DELINEATED AND DESCRIBED ON THE OFFICIAL PLAT OF SAID TOWN OF PIOCHE, ON FILE AND OF RECORD IN THE OFFICE OF THE LINCOLN COUNTY RECORDER AT PIOCHE, NEVADA, TO WHICH SAID PLAT AND THE RECORDS THEREOF, REFERENCE IS HEREBY MADE FOR A MORE FULL AND COMPLETE DESCRIPTION.

ALSO ANY AND ALL IMPROVEMENTS SITUATED ON THE ABOVE LOTS OR EITHER OF THEM, CONSISTING SPECIFICALLY OF A COURTHOUSE AND JAIL, MORE COMMONLY KNOWN AS THE OLD COURTHOUSE.

In consideration of the sum of \$125,000.00 received in grant-in-aid assistance from the STATE, the APPLICANT hereby agrees to the following for a period of time ending on DECEMBER 31, 2050.



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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 or archaeological integrity of the same, in order to protect and enhance those qualities which make it historically significant as determined by the STATE.
2. The APPLICANT agrees that no visual or structural alterations will be made to the property without prior written permission of the STATE.
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.
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 not 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, non-discriminatory 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 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.



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- 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.

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1 These CCA Covenants are entered into this 4TH day of JANUARY, 2010

2 **APPLICANT-LINCOLN COUNTY**

3
4 Paul Mathews

5 Signature

6 Paul Mathews

7 Name and Title (print)

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

10 Ronald M. James

12 Ronald M. James, State Historic Preservation Officer

14 **REVIEWED AS TO FORM ONLY:**

15 Catherine Cortez Masto, Attorney General

16 By: [Signature] 1/11/10

17 Deputy Attorney General

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1 Witnessed by Notary Public

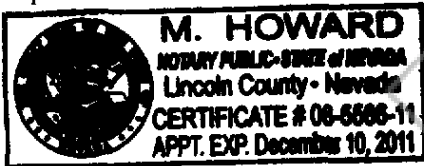
2 State of Nevada

3 County of LINCOLN COUNTY

4 On January 4, 2010, personally appeared before me, a Notary

5 Public in and for said County and State, Paul Mathews

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



M Howard
Notary Public

13 ACKNOWLEDGEMENT

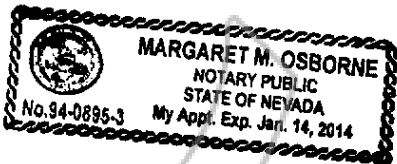
14 State of Nevada

15 County of CARSON

16 On January 11, 2010, 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 purposes therein mentioned.



Margaret M Osborne
Notary Public