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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, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) 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, driver's license or identification card number, or any "Personal Information" (as defined by NRS 603A.040) of a person or persons as required by law: \_\_\_\_\_  
(State specific law)

Elaine Zimmerman Grants Administrator  
Signature Title

Elaine Zimmerman  
Print

4/2/12  
Date

**Grantees address and mail tax statement:**

Lincoln County  
P.O. Box 539  
Pioche, NV 89043

**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 REOCRDS 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, and \$200,000.00 received in grant-in-aid from the Save America's Treasures Program

1 through the National Park Service, the APPLICANT hereby agrees to the following for a period  
2 of time ending on **December 31, 2060.**

- 3  
4 1. The APPLICANT agrees to assume the cost of the continued maintenance and repair of  
5 said Property so as to preserve the architectural, historical, cultural or archaeological  
6 integrity of the same, those qualities that make it eligible for listed on the National  
7 Register of Historic Places.
- 8  
9 2. The APPLICANT agrees that no visual or structural alterations will be made to the  
10 property without prior written permission of the STATE.
- 11  
12 3. The APPLICANT agrees that the STATE, its agents and designees, shall have the right to  
13 inspect the property at all reasonable times, in order to ascertain whether or not the  
14 conditions of these Covenants are being observed.
- 15  
16 4. The APPLICANT agrees that when the property is not clearly visible from a public right-  
17 of-way or includes interior work assisted with State of Nevada, Commission for Cultural  
18 Affairs grant funds, and funds from the Save America's Treasures Program through the  
19 National Park Service, Department of the Interior, the property will be open to the public  
20 not less than twelve (12) days a year on an equitable spaced basis and at other times by  
21 appointment. Nothing in these covenants will prohibit the APPLICANT from charging a  
22 reasonable, nondiscriminatory admission fee, comparable to fees charged at similar  
23 facilities in the area.
- 24  
25 5. The APPLICANT further agrees that when the property is not open to the public on a  
26 continuing basis, and when the improvements assisted with State of Nevada Commission  
27 of Cultural Affairs grant funds or National Park Service grant funds are not visible from  
28 the public right-of-way, notification will be published for three consecutive working



1 days, no less than one week prior to the opening date in one newspaper of general  
2 circulation in the community area in which the property is located. The advertisement  
3 shall give the dates and times when the property will be opened. Documentation of such  
4 notice will be furnished annually to the STATE during the term of these Covenants.  
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6 6. Documentation of condition of the MILLION DOLLAR COURT HOUSE at time of  
7 grant of this easement. In order to make more certain the full extent of APPLICANT'S  
8 obligations and the restriction on the MILLION DOLLAR COURT HOUSE, and in order  
9 to document the nature and condition of the MILLION DOLLAR COURT HOUSE,  
10 including significant interior elements in spatial context, a list of character-defining  
11 materials, features, and spaces is incorporated as Exhibit "B" at the end of this  
12 agreement. The APPLICANT has provided to the STATE architectural drawings of the  
13 MILLION DOLLAR COURT HOUSE. To complement Exhibit "B," STATE and/or the  
14 APPLICANT personnel have compiled a photographic record, including photographer's  
15 affidavit, black and white photographs, and negatives, or electronic image files saved as  
16 high-resolution images, photograph logs, and a keyed location map. The APPLICANT  
17 agrees that the nature and condition of the MILLION DOLLAR COURT HOUSE on the  
18 date of execution of this easement is accurately documented by the architectural drawings  
19 and photographic record, which shall be maintained for the life of this easement in the  
20 STATE'S conservation easement file for the MILLION DOLLAR COURT HOUSE.  
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22 7. Restrictions on activities that would affect archeological resources. The APPLICANT  
23 agrees that no ground disturbing activity shall be undertaken or permitted to be  
24 undertaken on the MILLION DOLLAR COURT HOUSE that would affect historically  
25 significant archeological resources identified in Exhibit "A" without prior written  
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1 permission of the STATE affirming that such work will meet The Secretary of the  
2 Interior's applicable "Standards for Archeology and Historic Preservation."

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4 8. Maintenance of recovered materials. The APPLICANT agrees to ensure that any data and  
5 material recovered will be placed in a repository that will care for the data in the manner  
6 prescribed in the applicable "Standards for Archeology and Historic Preservation" or will  
7 comply with the requirements of the "Native American Graves Protection and  
8 Repatriation Act," and with 36 CFR 79 and 43 CFR 10.

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10 9. Easement shall run with the land; conditions on conveyance. This conservation easement  
11 shall run with the land and be binding on the APPLICANT, its successors, and assigns.  
12 The APPLICANT agrees to insert an appropriate reference to this easement agreement in  
13 any deed or other legal instrument by which it divests itself in part or in whole of either  
14 the fee simple title or other lesser estate in the MILLION DOLLAR COURT HOUSE,  
15 the MILLION DOLLAR COURT HOUSE, or any part thereof.

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17 10. Casualty Damage or Destruction. In the event that the MILLION DOLLAR COURT  
18 HOUSE or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth  
19 movement, or other casualty, the APPLICANT shall notify the STATE in writing within  
20 fourteen (14) calendar days of the damage or destruction, such notification including  
21 what, if any, emergency work has already been completed. No repairs or reconstruction  
22 of any type, other than temporary emergency work to prevent further damage to the  
23 MILLION DOLLAR COURT HOUSE and to protect public safety, shall be undertaken  
24 by the APPLICANT without the STATE'S prior written approval indicating that the  
25 proposed work will meet the Standards. The STATE shall give its written approval, if  
26 any, of any proposed work within sixty (60) days of receiving the request from the  
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1 APPLICANT. If after reviewing the condition of the MILLION DOLLAR COURT  
2 HOUSE, the STATE determines that the features, materials, appearance, workmanship,  
3 and environment (or setting) which made the MILLION DOLLAR COURT HOUSE  
4 eligible for listing in the National Register of Historic Places have been lost or so  
5 damaged that its continued National Register listing is in question, the STATE will notify  
6 the Keeper of the National Register (or the SHPO if the STATE is not the STATE) in  
7 writing of the loss. The Keeper of the National Register will evaluate the findings and  
8 notify the STATE in writing of any decision to remove the MILLION DOLLAR COURT  
9 HOUSE from the National Register. If the MILLION DOLLAR COURT HOUSE is  
10 removed, the STATE will then notify the APPLICANT that the agreement is null and  
11 void. If the damage or destruction that warrants the properties removal from the National  
12 Register is deliberately caused by the gross negligence or other actions of the  
13 APPLICANT or successor owner, then the STATE will initiate requisite legal action to  
14 recover, at a minimum, the Federal grant funds applied to the MILLION DOLLAR  
15 COURT HOUSE which will then be returned to the U.S. Government.

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19 11. The APPLICANT agrees to comply with Title VI of the Civil Rights Act of 1964 (U.S.C.  
20 2000(d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of  
21 the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the  
22 basis of race, religion, national origin, or disability. In implementing public access,  
23 reasonable accommodation to qualified disabled persons shall be made in consultation  
24 with the STATE.

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26 12. The agreement shall be enforceable in specific performance by a court of competent  
27 jurisdiction.  
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13. 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.

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

15. 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.

16. 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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These CCA Covenants are entered into this 04/02/2012 day of ~~March~~ 2012.

**APPLICANT - LINCOLN COUNTY**

George T. Rowe

Signature

George T. Rowe - Chair - Board of Lincoln County Commissioners

Name and Title (print)

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

Ronald M. James

Signature

Ronald M. James, SHPO

Name and Title (print)

**REVIEWED AS TO FORM ONLY:**

Daniel Hooge, District Attorney

By: Daniel Hooge

District Attorney





Witnessed by Notary Public

State of Nevada

County of LINCOLN COUNTY

On April 2, 2012, personally appeared before me, a

Notary Public in and for said County and State, George T. Rowe,

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 purposed therein mentioned.



M Howard  
Notary Public

ACKNOWLEDGEMENT

State of Nevada

County of CARSON

On April 19, 2012, personally appeared before me, a

Notary Public in and for said County and State, Ronald James Carson City, Nevada,

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 purposed therein mentioned.



Kathryn Kochen  
Notary Public