

ATTACHMENT B

COVENANTS

1 These Covenants are made and entered into between the State of Nevada,
2 acting by and through the Commission for Cultural Affairs, hereinafter
3 referred to as "STATE" and The Carson Valley Historical Society
4 hereinafter referred to as "APPLICANT", for the purpose of the of the property
5 known as The Genoa Courthouse Museum,
6 which is owned in fee simple by the APPLICANT.

7 The property is comprised essentially of grounds, collateral, appurtenances,
8 and improvements. The property is more particularly described as follows:
9 [cite references, including repository, book, and page number(s)].

10 SEE EXHIBIT A

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15 In consideration of the sum \$ 51,456.00 received
16 in grant-in-aid assistance from the STATE, the APPLICANT hereby agrees
17 to the following for a period of ending 12/15/2013.

- 18 1. The APPLICANT agrees to assume the cost of the continued maintenance
19 and repair of said property so as to preserve the architectural,
20 historical, cultural and/or archeological integrity of the same,
21 in order to protect and enhance those qualities which make it
22 historically significant as determined by the State Historic
23 Preservation Officer, herinafter referred to as "SHPO."
24 2. The APPLICANT agrees that no visual or structural alterations
25 will be made to the property without prior written permission
26 of the SHPO.
27 3. The APPLICANT agrees that the STATE, its agents and designees,
28 shall have the right to inspect the property at all reasonable
29 times, in order to ascertain whether or not the conditions of
30 these Covenants are being observed.
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32

10.
Glenn E. Logan
PO Box 638
Gardnerville NV 89410

1 4. The APPLICANT agrees that when the property is not clearly visible
2 from a public right-of-way or includes interior work assisted
3 with State of Nevada, Commission for Cultural Affairs grant funds,
4 the property will be open to the public no less than twelve (12)
5 days a year on an equitable spaced basis and at other times by
6 appointment. Nothing in these Covenants will prohibit the APPLICANT
7 from charging a reasonable, nondiscriminatory admission fee,
8 comparable to fees charged at similar facilities in the area.

9 5. The APPLICANT further agrees that when the property is not open
10 to the public on a continuing basis, and when the improvements
11 assisted with State of Nevada Commission for Cultural Affairs
12 grant funds are not visible from the public way, notification
13 will be published for three consecutive working days, no less
14 than one week prior to the opening date in one newspaper of general
15 circulation in the community area in which the property is located.
16 The advertisement shall give the dates and times when the property
17 will be open. Documentation of such notice will be furnished
18 annually to the SHPO during the term of these Covenants.

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

21 The STATE shall have the right to file suit in law or equity, if the
22 APPLICANT violates any of the restraints of these Covenants. The purpose
23 of the suit shall be to cause the APPLICANT to cure said violations or
24 to obtain the return of funds granted to the APPLICANT by the State of
25 Nevada Commission For Cultural Affairs.

26 The APPLICANT shall record these Covenants in the Recorder's Office
27 of the county in which the subject property is located. The STATE'S obligations
28 with regard to the subject property shall not become effective until the
29 APPLICANT has furnished to the STATE satisfactory proof of the aforementioned
30 recordation.

QUITCLAIM DEED

THIS INDENTURE, made this 4th day of May, 1971, between the State of Nevada, acting by and through the Administrator of the Nevada State Park System, Party of the First Part, and the Carson Valley Historical Society, a non-profit corporation, Party of the Second Part,

WITNESSETH:

WHEREAS, Chapter 173, Statutes of Nevada, Fifty-sixth Session, 1971, authorized and directed the Party of the First Part to convey to the Party of the Second Part the hereinafter described property,

NOW, THEREFORE, the said Party of the First Part by and through the Administrator of the Nevada State Park System, pursuant to the provisions of Chapter 173, does by these presents grant, convey and quitclaim in fee simple and without consideration, unto the Party of the Second Part and to its successors and assigns, all of its, right, title and interest in and to all that piece or parcel of land situated in the County of Douglas, State of Nevada, described as follows:

Lot eleven (11) in Block nine (9), as shown on the official map of the town of Genoa, Douglas County, Nevada, of record in the office of the county recorder of Douglas County, Nevada.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD, all and singular to the said Party of the Second Part, and to its successors and assigns forever.

PROVIDED, however, that if at any future time the Party of the Second Part ceases to function or permits waste to be committed upon such property, whether by action or neglect, the above

XXXXXXXXXX

STATE OF NEVADA
DEPARTMENT OF
CONSERVATION AND
NATURAL RESOURCES
NVE BUILDING
CARSON CITY, NEVADA



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0464036

BOOK 87 PAGE 658

BK 0399 PG 5440

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These Covenants are entered into this 11 day of December, 1998.

CARSON VALLEY HISTORICAL SOCIETY

Glenn E Logan, Project my
Applicant
Glenn E Logan 2/22/99
Department of Museums, Library, and Arts
GLENN E LOGAN

Ronald M. James
Ronald M. James
State Historic Preservation Officer

11 December 98
Date

REVIEWED AS TO FORM ONLY:

Frankie Sue Del Papa
Attorney General

By: Melanie Meehan Crossley
Melanie Meehan-Crossley
Deputy Attorney General

STATE OF NEVADA
COUNTY OF DOUGLAS

On this 23rd day of March 1999, before me, Linda L. Slater,
the undersigned Notary Public, personally appeared
Glenn E. Logan

(X) Personally known to me
() Proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is subscribed to the within instrument, and acknowledged
that he executed it.

WITNESS my hand and official seal.

Linda L. Slater
Notary Public



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REQUESTED BY
Glenn Logan
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER
10⁰⁰ PAID ke DEPUTY