

OFFICIAL RECORD

Requested By:

DOUGLAS COUNTY HISTORICAL  
SOCIETY

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 5 Fee: 18.00  
BK-1005 PG- 5317 RPTT: 0.00



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1 DOUGLAS COUNTY  
2 HISTORICAL SOCIETY  
3 1477 HIGHWAY 375N  
4 GARDNERVILLE NV  
5 89410

ATTACHMENT B

COMMISSION FOR CULTURAL AFFAIRS (CCA) COVENANTS

8 These covenants are made and entered into between the State of Nevada, acting by and  
9 through the State Historic Preservation Office (SHPO), hereinafter referred to as "STATE" and the  
10 DOUGLAS COUNTY HISTORICAL SOCIETY hereinafter referred to as "APPLICANT", for  
11 the purpose of the property known as the GENOA COURTHOUSE MUSEUM, which is owned in  
12 fee simple by the APPLICANT.

13 The property is comprised essentially of grounds, collateral, appurtenances, and  
14 improvements. The property is more particularly described as follows:

15 In consideration of the sum \$27,000 received in grant-in-aid assistance from the STATE, the  
16 APPLICANT hereby agrees to the following for a period of time ending 12/31/06.

- 17 1. The APPLICANT agrees to assume the cost of the continued maintenance and repair  
18 of said Property so as to preserve the architectural, historical, cultural or  
19 archaeological integrity of the same, in order to protect and enhance those qualities  
20 which make it 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.

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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.
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.

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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.

These CCA Covenants are entered into this 23<sup>rd</sup> day of September, 2005.

**APPLICANT - DOUGLAS COUNTY HISTORICAL SOCIETY**

*Franklin G. Fisher*

*Franklin G. Fisher Planning Chair*

Signature

Name and Title (print)



1 STATE-DEPARTMENT OF CULTURAL AFFAIRS, HISTORIC PRESERVATION

2 OFFICE

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7 REVIEWED AS TO FORM ONLY:

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Ronald M. James, State Historic Preservation Officer

Brian Sandoval

Attorney General

By: \_\_\_\_\_

Deputy Attorney General

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1 Witnessed by Notary Public

2 State of Nevada

3 County of DOUGLAS

4 On September 23, 2005, personally appeared before me, a Notary

5 Public in and for said County and State, Franklin G. Fisher

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.



Mande S Guariglia  
Notary Public

13 ACKNOWLEDGEMENT

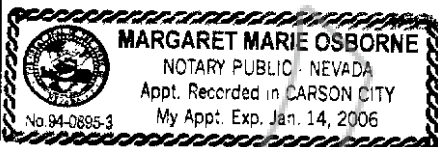
14 State of Nevada

15 County of CARSON

16 On September 27, 2007, 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.



Margaret Osborne  
Notary Public