

✓ Douglas County Historical Society
1477 Hwy 395 Suite B.
Gardnerville, NV 89410

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10/12/2006 01:52 PM Deputy: SD
OFFICIAL RECORD
Requested By:
DC/HISTORICAL SOCIETY

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 5 Fee: 0.00
BK-1006 PG-4097 RPTT: 0.00



ATTACHMENT B

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 the DOUGLAS COUNTY HISTORICAL SOCIETY hereinafter referred to as "APPLICANT", for the purpose of the property known as the DOUGLAS COUNTY HIGH SCHOOL, 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:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE 0.8432 ACRE PARCEL OF LAND AS SHOWN ON THE RECORD OF SURVEY FOR THE OVERLAND HOLDING COMPANY AND RECORDED AS DOCUMENT NO. 117893, DOUGLAS COUNTY, NEVADA, RECORDER'S OFFICE; THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF HIGH SCHOOL STREET AS SHOWN ON SAID MAP SOUTH 45° 09' 30" WEST, 120.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 395; THENCE ALONG SAID RIGHT-OF-WAY NORTH 44° 54' 00" WEST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTAINING ON SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 44° 54' 00" WEST, 221.54 FEET; THENCE NORTH 64° 40' 52" EAST, 94.79 FEET; THENCE 94.79 FEET; THENCE

1 NORTH 45° 09' 30" WEST, 110.00 FEET; THENCE SOUTH 74° 54' 56" EAST, 48.78 FEET;
2 THENCE SOUTH 44° 54' 00" EAST, 47.65 FEET; THENCE SOUTH 45° 09' 30" WEST,
3 69.10 FEET; THENCE SOUTH 44° 54' 00" EAST 100.00 FEET, MORE OR LESS TO THE
4 NORTHWESTERLY RIGHT-OF-WAY OF HIGH SCHOOL STREET; THENCE ALONG
5 SAID RIGHT-OF-WAY SOUTH 45° 09' 30", 154.62 FEET TO THE POINT OF
6 BEGINNING, CONTAINING 0.84 ACRES, MORE OR LESS.

7 In consideration of the sum \$ 36,000.00 received in grant-in-aid assistance from the STATE,
8 the APPLICANT hereby agrees to the following for a period of time ending on .

- 9 1. The APPLICANT agrees to assume the cost of the continued maintenance and repair
10 of said Property so as to preserve the architectural, historical, cultural or
11 archaeological integrity of the same, in order to protect and enhance those qualities
12 which make it historically significant as determined by the STATE.
- 13 2. The APPLICANT agrees that no visual or structural alterations will be made to the
14 property without prior written permission of the STATE.
- 15 3. The APPLICANT agrees that the STATE, its agents and designees, shall have the
16 right to inspect the property at all reasonable times, in order to ascertain whether or
17 not the conditions of these Covenants are being observed.
- 18 4. The APPLICANT agrees that when the property is not clearly visible from a public
19 right of-way or includes interior work assisted with State of Nevada, Commission for
20 Cultural Affairs grant funds, the property will be open to the public not less than
21 twelve (12) days a year on an equitable spaced basis and at other times by
22 appointment. Nothing in these covenants will prohibit the APPLICANT from
23 charging a reasonable, non-discriminatory admission fee, comparable to fees charged
24 at similar facilities in the area.

Covenants

2006 GCA Funding Agreement-2



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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.
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.

1 10. The STATE shall have the right to file suit in law or equity, if the APPLICANT
2 violates any of the restraints of these Covenants. The purpose of the suit shall be to
3 cause the APPLICANT to cure said violations or to obtain the return of funds granted
4 to the APPLICANT by the STATE.

5 11. The APPLICANT shall record these Covenants in the Recorder's Office of the
6 County in which the subject property is located. The STATE'S obligations with
7 regard to the subject property shall not become effective until the APPLICANT has
8 furnished the STATE satisfactory proof of the aforementioned recordation.

9 These CCA Covenants are entered into this 25th day of September, 2006.

10 **APPLICANT - DOUGLAS COUNTY HISTORICAL SOCIETY**

11
12 *Grace Power* GRACE Power, Pres.
13 Signature Name and Title (print)

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

16
17 *Ronald M. James*
18 Ronald M. James, State Historic Preservation Officer

19
20 **REVIEWED AS TO FORM ONLY:**

21 George Chanos, Attorney General
22 By: *Robert J. Civer* 9/29/06
23 Deputy Attorney General

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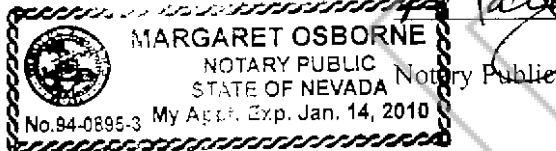
1 Witnessed by Notary Public

2 State of Nevada

3 County of DOUGLAS

4 On September 25, 2006, personally appeared before me, a Notary
5 Public in and for said County and State, Grace Bauer

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.



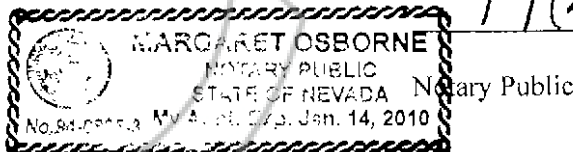
12
13 ACKNOWLEDGEMENT

14 State of Nevada

15 County of CARSON

16 On September 25, 2006, 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.



Covenants

2006 CCA Funding Agreement-5

