

Recorder's Office Cover Sheet

Recording Requested By:

Name: RYAN STANTON

Department: PARK DIVISION



00133304202109660280090095

KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement

XX Other specify: (CCCHP-19-10) COVENANTS

COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION
(CCCHP-19-10) COVENANTS

These covenants are made and entered into between the State of Nevada, Commission for Cultural Centers and Historic Preservation (STATE), hereinafter referred to as "STATE" and DOUGLAS COUNTY hereinafter referred to as "PROPERTY OWNER", for the purpose of the property known as the DANGBERG HOME RANCH, which is owned in fee simple by the PROPERTY OWNER.

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

APN 1319-36-000-005

All that real property situated in the County of Douglas, State of Nevada, described as follows: A parcel of land located within portions of the Northeast one-quarter (NE1/4) of Section 36, Township 13 North, Range 19 East and the Northwest one-quarter (NW1/4) of Section 31, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows: Commencing at an angle point in the westerly line of Parcel G H-1 as shown on the Parcel Map for H.F. Dangberg Farms recorded March 24, 1982 in the office of Recorder, Douglas County, Nevada as Document Mo. 66200, which bears North 01°22'18" East, 214.48 feet from the southwest corner of said Parcel G H-1, said angle point also being a found 5/8" rebar with cap RLS 2280, the POINT OF BEGINNING;

thence North 01°39'11" East, 328.37 feet;
thence South 86°52'23" East, 113.50 feet;
thence North 00°09'34" West, 85.41 feet;
thence South 88°35'15" East, 343.92 feet;
thence South 36°10'45" East, 553.05 feet to a point on the easterly line of said Parcel GH-1;
thence along said easterly line, South 28°13'00" West, 18.57 feet;
thence North 71°11'04" West, 212.33 feet; |
thence South 89°32'23" West, 583.12 feet to the POINT OF BEGINNING containing 5.50 acres, more or less.

The meridian of this description is identical to the Parcel Map for H.F. Dangberg Farms recorded March 24, 1982 in the office of Recorder, Douglas County, Nevada as Document No. 66200.

In consideration of the sum of \$100,000.00 received in grant-in-aid assistance from the STATE, the PROPERTY OWNER hereby agrees to the following for a period of time ending on FEBRUARY 1, 2051.

FILED

NO. 2021-055

4-22-21
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY [Signature] DEPUTY

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1. The PROPERTY OWNER 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 PROPERTY OWNER agrees that no visual or structural alterations to either the interior or exterior of the property will be made without prior written permission of the STATE, or the State Historic Preservation Office as staff to the STATE.
3. The PROPERTY OWNER 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 PROPERTY OWNER agrees that when the property is not clearly visible from a public right of-way or includes interior work assisted with STATE 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 PROPERTY OWNER from charging a reasonable, non-discriminatory admission fee, comparable to fees charged at similar facilities in the area.
5. The PROPERTY OWNER further agrees that when the property is not open to the public on a continuing basis, and when the improvements assisted with STATE 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

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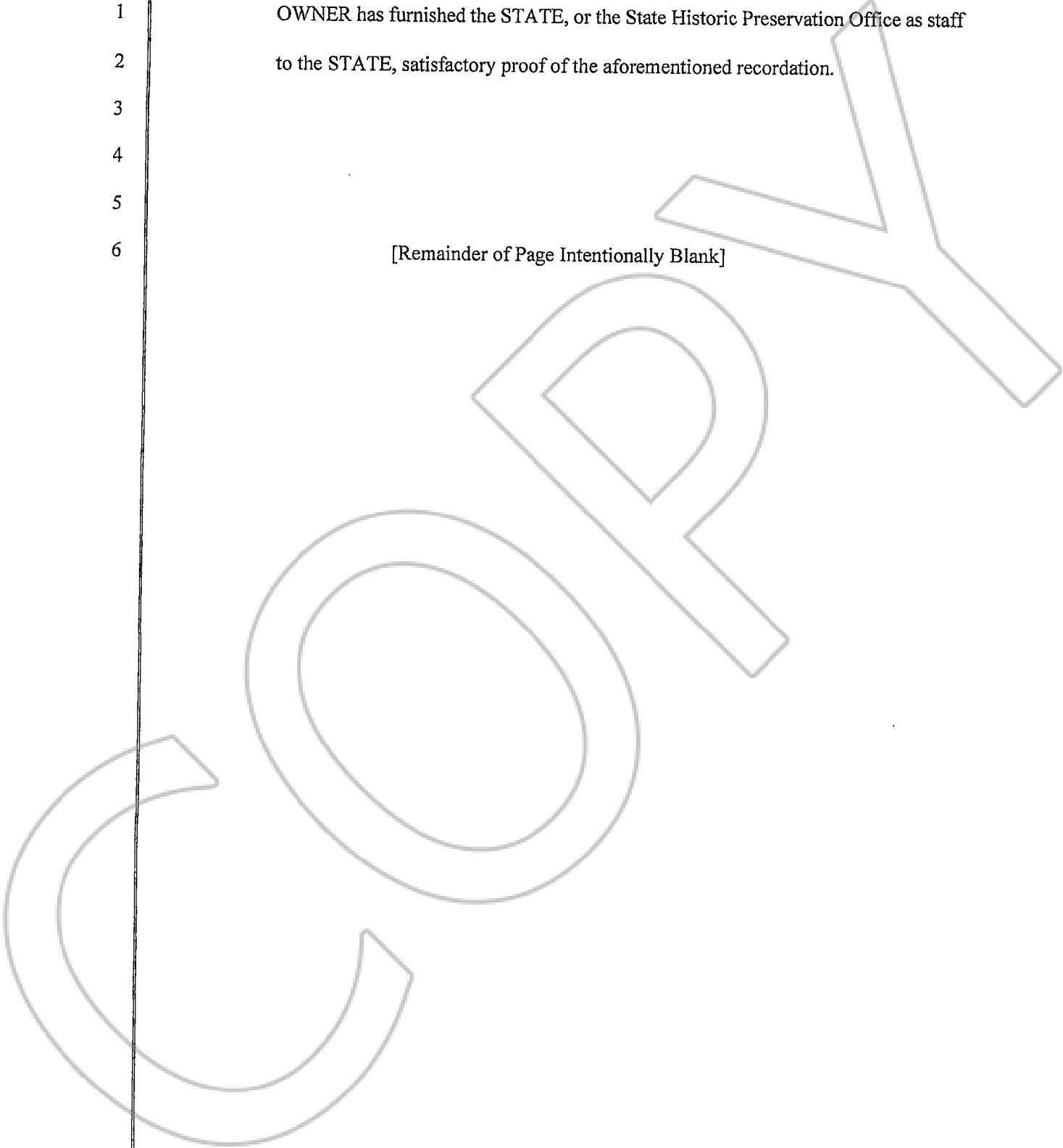
open. Documentation of such notice will be furnished annually to the STATE during the term of these Covenants.

6. The PROPERTY OWNER 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 thereto 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 PROPERTY OWNER 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 PROPERTY OWNER violates any of the restraints of these Covenants. The purpose of the suit shall be to cause the PROPERTY OWNER to cure said violations or to obtain the return of funds granted to the PROPERTY OWNER by the STATE.
11. The PROPERTY OWNER 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 PROPERTY

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OWNER has furnished the STATE, or the State Historic Preservation Office as staff to the STATE, satisfactory proof of the aforementioned recordation.

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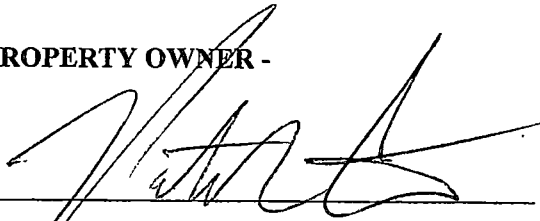


COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION (CCCHP-19-10) COVENANTS

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These CCCHP Covenants are entered into this 18th day of March, 2021.

PROPERTY OWNER -



Signature

Patrick Cates, County Manager

Name and Title (print)

Witnessed by Notary Public

State of Nevada

County of Douglas County

On 3/18/21

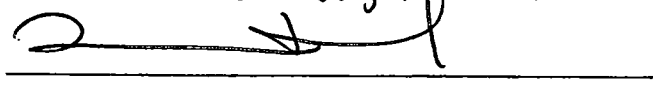
Patrick Cates, personally appeared before me, Natalie Wood
3/18/21

a Notary Public in and for said County and State. ~~They are known to me to be the person described~~

~~in and who executed the foregoing instrument, who acknowledged to me that~~

~~_____ executed the same freely and voluntarily and for the uses and purposes~~

~~therein mentioned.~~ This instrument was acknowledged before me.



Notary Public

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**STATE-COMMISSION FOR CULTURAL CENTERS AND HISTORIC
PRESERVATION**

Robert Allan Ostrovsky

Robert Allan Ostrovsky, Chair

REVIEWED AS TO FORM ONLY:

Aaron Ford, Attorney General #13840

By: Dani Lerner

Date: 04/14/2021

Senior Deputy Attorney General

1 | which the public financial assistance is extended to it by the State of Nevada.

2 | THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and
3 | all publicly funded grants, loans, contracts, property, discounts or other federal financial assistance
4 | extended after the date hereof to the GRANTEE by the State of Nevada, including installment
5 | payments after such date on account of GRANTEES for public financial assistance which were
6 | approved before such date.

7 | The GRANTEE recognizes and agrees that such public financial assistance will be
8 | extended in reliance on the representations and agreements made in this assurance, and that the
9 | State shall have the right to seek judicial enforcement of this assurance. This assurance is binding
10 | on the GRANTEE, its successors, transferees, assignees, and sub recipients and the person whose
11 | signature appears below who is authorized to sign this assurance on behalf of the GRANTEE.

12 | _____
13 | *Mark Jensen* *Director*
14 | Signature of Authorized Certifying Official Title

15 | _____
16 | *Mark Jensen* *3/24/21*
17 | Authorized Certifying Official (print name) Date Submitted

18 | *Friends of Daugberg Home Ranch*
19 | GRANTEE/Organization

20 | *PO Box 1158 Minden, NV 89423*
21 | GRANTEE /Organization Mailing Address

22 | Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

23rd day of *April*, 20*21*
By *[Signature]* Deputy