

APN# 13-20-33-301-005



KAREN ELLISON, RECORDER

Recording Requested by/Mail to:

Name: Douglas County Historical Society

Address: 1477 US Highway 395 N. Suite B

City/State/Zip: Gardnerville, Nevada 89410

Mail Tax Statements to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Covenants - agreement

Title of Document (required)

------(Only use if applicable)-----

The undersigned hereby affirms that the document submitted for recording  
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

This document is being (re-)recorded to correct document # \_\_\_\_\_, and is correcting

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1 **COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION**

2 **(CCCHP-21-03) COVENANTS**

3 These covenants are made and entered into between the State of Nevada, acting  
4 through the State Historic Preservation Office as staff assistance to Commission for  
5 Cultural Centers and Historic Preservation (STATE), hereinafter referred to as "STATE"  
6 and **DOUGLAS COUNTY SCHOOL DISTRICT** hereinafter referred to as  
7 "PROPERTY OWNER", for the purpose of the property known as the **CARSON**  
8 **VALLEY MUSEUM AND CULTURAL CENTER EXTERIOR**  
9 **REHABILITATION**, which is owned in fee simple by the PROPERTY OWNER.

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

12 **APN 1320-33-301-005; LOCATED AT 1477 N HWY 395, DISTRICT 521.0 -**  
13 **TOWN OF GARDNERVILLE.**

14 In consideration of the sum of **\$21,075.00** received in grant assistance from the  
15 STATE, the PROPERTY OWNER hereby agrees to the following for a period of time  
16 ending on **DECEMBER 31, 2072.**

- 17 1. The PROPERTY OWNER agrees to assume the cost of the continued  
18 maintenance and repair of said property so as to preserve the architectural,  
19 historical, cultural or archaeological integrity of the same, in order to protect  
20 and enhance those qualities which make it historically significant as  
21 determined by the STATE.

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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.
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 of Nevada, Commission for Cultural Centers and Historic Preservation 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 of Nevada Commission for Cultural Centers and Historic Preservation 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

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1 and times when the property will be open. Documentation of such notice will  
2 be furnished annually to the STATE during the term of these Covenants.

3 6. The PROPERTY OWNER agrees to comply with Title VI of the Civil Rights  
4 Act of 1964 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C.  
5 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.  
6 794). These laws prohibit discrimination on the basis of race, religion,  
7 national origin, or disability. In implementing public access, reasonable  
8 accommodation to qualified disabled persons shall be made in consultation  
9 with the STATE.

10 7. The agreement shall be enforceable in specific performance by a court of  
11 competent jurisdiction.

12 8. SEVERABILITY CLAUSE - It is understood and agreed by the parties  
13 thereto that if any part, term, or provision of this agreement is held to be illegal  
14 by the courts, the validity of the remaining portions or provisions shall not be  
15 affected, and the rights and obligations of the parties shall be construed and  
16 enforced as if the contract did not contain the particular part, term, or  
17 provision held to be invalid.

18 9. These restraints shall run with the property and are binding upon the  
19 PROPERTY OWNER and any and all successors, heirs, assignees, or lessees.

20 10. The STATE shall have the right to file suit in law or equity, if the PROPERTY  
21 OWNER violates any of the restraints of these Covenants. The purpose of  
22 the suit shall be to cause the PROPERTY OWNER to cure said violations or

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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 OWNER has furnished the STATE satisfactory proof of the aforementioned recordation.

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These CCCHP Covenants are entered into this 27<sup>th</sup> day of September, 2022.

PROPERTY OWNER -

Phillip C. Lewis

Signature

Keith E. Lewis, Superintendent

Name and Title (print)

Witnessed by Notary Public

State of Nevada

County of Douglas

On September 27, 2022

Keith E. Lewis, personally appeared before me, Caryn A. Harper

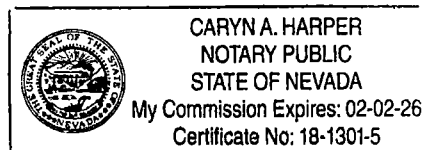
a Notary Public in and for said County and State. They are known to me to be the person

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

he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Caryn A. Harper

Notary Public



COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION  
(CCCHP-21-03) COVENANTS

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2 STATE-COMMISSION FOR CULTURAL CENTERS AND HISTORIC  
3 PRESERVATION

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*W Ostrowsky*

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Robert Allan Ostrovsky, Chair

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11 **REVIEWED AS TO FORM ONLY:**

12 Aaron Ford, Attorney General

13

By: *Anthony Walsh*

Date: *10/12/2022*

14

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 | Linda Lechien

President

13 | Signature of Authorized Certifying Official

Title

14 | LINDA LECHIEN, PRESIDENT

9/21/22

15 | Authorized Certifying Official (*print name*)

Date Submitted

16 | D.C.H.S.

17 | GRANTEE/Organization

18 | 1477 Hwy 395, STE. B - Gaudnerville,

19 | GRANTEE /Organization Mailing Address

NY 89410