

98450

LETTER OF AGREEMENT

1 This Agreement is made and entered into between the State of Nevada, act-  
2 ing by and through its Division of Historic Preservation and Archeology, here-  
3 inafter referred to as "GRANTEE" and Frank and Carol Bleuss  
4 hereinafter referred to as "SUBGRANTEE",  
5 for the purpose of the continued preservation  
6 of the property known as Eureka Old Methodist Church  
7 \_\_\_\_\_, which is owned in fee simple by the SUBGRANTEE and  
8 is listed in the National Register of Historic Places.

9 The property is comprised essentially of grounds, collateral, appurten-  
10 ances, and improvements. The property is more particularly described as fol-  
11 lows: (cite reference, including repository, book, and page number(s)).  
12 Lots 14 and 15, in Block 5, in the Town of Eureka, according to  
13 the official map thereof, filed in the office of the County  
14 Recorder of Eureka County, State of Nevada.

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17 In consideration of the sum \$ 5,259.00 received in  
18 grant-in-aid assistance through the GRANTEE from the National Park Service,  
19 United States Department of the Interior, the SUBGRANTEE hereby agrees to the  
20 following for a period of five years  
21 ending December 31, 1989.

- 22 1. The SUBGRANTEE agrees to assume the cost of the continued maintenance  
23 and repair of said property so as to preserve the architectural, his-  
24 torical, or archeological integrity of the same, in order to protect  
25 and enhance those qualities that made the property eligible for list-  
26 ing in the National Register of Historic Places. (See Attachment A)
- 27 2. The SUBGRANTEE agrees that no visual or structural alterations will  
28 be made to the property without prior written permission of the  
29 GRANTEE.
- 30 3. The SUBGRANTEE agrees that the GRANTEE, its agents and designees,  
31 shall have the right to inspect the property at all reasonable times,  
32 in order to ascertain whether or not the conditions of the Agreement

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are being observed.

4. The SUBGRANTEE agrees that when the property is not clearly visible from a public right-of-way or includes interior work assisted with Historic Preservation grant funds, the property will be open to the public no less than twelve (12) days a year on an equitably spaced basis and at other times by appointment. Nothing in this Agreement will prohibit the SUBGRANTEE from charging a reasonable, nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

5. The SUBGRANTEE further agrees that when the property is not open to the public on a continuing basis, and when the improvements assisted with Historic Preservation grants funds are not visible from the public 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 Historic Preservation Officer during the term of the Agreement.

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

The GRANTEE shall have the right to file suit in law or equity, if the SUBGRANTEE violates any of the restraints of this Agreement. The purpose of the suit shall be to cause the SUBGRANTEE to cure said violations or to obtain the return of funds granted to the SUBGRANTEE by the National Park Service through the GRANTEE under separate agreement.

The SUBGRANTEE shall record this Agreement in the Recorder's Office of the county in which the subject property is located. The GRANTEE'S obligations with regard to the subject property shall not become effective until the SUBGRANTEE has furnished to the GRANTEE satisfactory proof of the aforementioned recordation.



1 This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 198

2 DEPARTMENT OF CONSERVATION AND  
3 NATURAL RESOURCES  
4 Division of Historic Preservation  
5 and Archeology

SUBGRANTEE

By Carol Bleuss

6 Roland D. Westergard  
7 ROLAND D. WESTERGARD

Date 1-12-85

Director

8 REVIEWED AS TO FORM ONLY:

9 BRIAN McKAY  
10 Attorney General

11 By A. Scott Boyeau

12 Deputy Attorney General

13  
14 STATE OF NEVADA )  
15 County of Eureka ) ss.

16 On February 5, 1985, before me, the undersigned, a Notary Public  
17 in and for said State, personally appeared  
FRANK and CAROL BLEUSS

18 \_\_\_\_\_, personally known to me or proved to me  
19 on the basis of satisfactory evidence to be the person S, whose name S are  
20 subscribed to the within instrument, and acknowledged to me that h, he y, executed it.

21 Shirley Allison

22 **SHIRLEY ALLISON**  
23 Notary Public - State of Nevada  
24 Appointment Recorded In Eureka County  
25 MY APPOINTMENT EXPIRES SEPT. 29, 1985

26 ACKNOWLEDGEMENT-INDIVIDUAL  
27 WIT FORM NO. 69 - 12/84

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ATTACHMENT A


1 The parties in interest to the subject buildings, being the owners, con-  
2 tract vendors, contract vendees, lessors and lessees, will repair, maintain  
3 and administer the premises in such a way as to preserve the historical integ-  
4 rity of the building's features, materials, appearance, workmanship and envi-  
5 ronment. The building(s) shall be restored, maintained and administered in  
6 such a way as to preserve the historic, cultural and architectural values of  
7 the building as they relate to the overall values found in \_\_\_\_\_  
8 Eureka Old Methodist Church

9 The Eureka Old Methodist Church is a one-story, sandstone struc-  
10 ture constructed c. 1970. The building is a simple vernacular  
11 adaptation of gothic revival design.  
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13  
14 The following is a description of those features of Eureka Old Methodist  
15 Church which suggests its significance. These fea-  
16 tures shall not be destroyed and/or altered during the term of this Covenant  
17 nor shall any other features deemed of historical or architectural signifi-  
18 cance as determined by the Department of the Interior, the National Park Ser-  
19 vice or the DIVISION be destroyed and/or altered during the term of this  
20 Covenant without prior written approval from the DIVISION.

21 Architectural Detail and Fenestration

22 The exterior of the building should be preserved intact. Design  
23 elements of particular significance are the structure's gothic  
24 arch window openings and gothic-arch, gable-end entry opening.  
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26   
27 Carol Bleuss  
(Signature of Applicant)

1-12-85  
(Date)

28 RECORDED AT REQUEST OF  
29 Carol Bleuss  
30 BOOK 124 PAGE 192

31 85 FEB 5 AM: 57

32 OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
H.H. REDALEAU, RECORDER  
FILE NO. 98450  
FEE \$ 8.00