

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.

15
16
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

1 are being observed.

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

10 5. The SUBGRANTEE further agrees that when the property is not open to
11 the public on a continuing basis, and when the improvements assisted
12 with Historic Preservation grants funds are not visible from the pub-
13 lic way, notification will be published for three consecutive working
14 days, no less than one week prior to the opening date in one news-
15 paper of general circulation in the community area in which the prop-
16 erty is located. The advertisement shall give the dates and times
17 when the property will be open. Documentation of such notice will
18 be furnished annually to the State Historic Preservation Officer dur-
19 ing the term of the Agreement.

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

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

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

32

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
8 Director

Date 1-12-85

9 REVIEWED AS TO FORM ONLY:

10 BRIAN McKAY
11 Attorney General

12 By A. Scott Boyeau
13 Deputy Attorney General

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

17 On February 5, 1985, before me, the undersigned, a Notary Public

18 in and for said State, personally appeared
19 FRANK and CAROL BLEUSS

20 _____, personally known to me or proved to me
21 on the basis of satisfactory evidence to be the person S whose name S are
22 subscribed to the within instrument, and acknowledged to me that t he y executed it.

23 Shirley Allison
24 NOTARY PUBLIC
25 Shirley Allison
26 Notary Public - State of Nevada
27 Appointment Recorded in Eureka County
28 MY APPOINTMENT EXPIRES SEPT. 28, 1986

29 ACKNOWLEDGEMENT - INDIVIDUAL
30 WIT FORM NO. 60 - 12/84

ATTACHMENT A

The parties in interest to the subject buildings, being the owners, contract vendors, contract vendees, lessors and lessees, will repair, maintain and administer the premises in such a way as to preserve the historical integrity of the building's features, materials, appearance, workmanship and environment. The building(s) shall be restored, maintained and administered in such a way as to preserve the historic, cultural and architectural values of the building as they relate to the overall values found in _____

Eureka Old Methodist Church

The Eureka Old Methodist Church is a one-story, sandstone structure constructed c. 1970. The building is a simple vernacular adaptation of gothic revival design.

The following is a description of those features of Eureka Old Methodist Church which suggests its significance. These features shall not be destroyed and/or altered during the term of this Covenant nor shall any other features deemed of historical or architectural significance as determined by the Department of the Interior, the National Park Service or the DIVISION be destroyed and/or altered during the term of this Covenant without prior written approval from the DIVISION.

Architectural Detail and Fenestration

The exterior of the building should be preserved intact. Design elements of particular significance are the structure's gothic arch window openings and gothic-arch, gable-end entry opening.

Carol Bleuss
(Signature of Applicant)

1-12-85
(Date)

RECORDED AT REQUEST OF
Carol Bleuss
BOOK 124 PAGE 192

85 FEB 5 AM 11:57

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

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