

181293

ATTACHMENT B

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 EUREKA COUNTY SCHOOL DISTRICT hereinafter referred to as "PROPERTY OWNER", for the purpose of the property known as the OLD EUREKA HIGH SCHOOL, 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:

LOTS SEVEN, EIGHT, NINE, TEN, ELEVEN, TWELVE, THIRTEEN, FOURTEEN, FIFTEEN, SIXTEEN, SEVENTEEN, AND EIGHTEEN IN BLOCK FORTY; LOT THIRTEEN IN BLOCK FIFTY-EIGHT; ALL OF BLOCK SEVENTY-FIVE; ALL OF BLOCK EIGHTY, LOTS THREE, FOUR, FIVE, SIX, AND SEVEN, AND EIGHT IN BLOCK EIGHTY-ONE.

In consideration of the sum \$20,000.00 received in grant-in-aid assistance from the STATE, the PROPERTY OWNER hereby agrees to the following for a period on time ending JULY 1, 2007.

1. The PROPERTY OWNER agrees that no visual or structural alterations will be made to the property without prior written permission of the STATE.
2. 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.
3. 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 of Cultural Affairs 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.
4. 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 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.

5. 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.

6. The agreement shall be enforceable in specific performance by a court of competent jurisdiction.

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

1 These Covenants are entered into this 21 day of February, 200 3

2  
3 PROPERTY OWNER

4 EUREKA COUNTY SCHOOL DISTRICT

5  
6 

7 Signature

8 CAROL T. Burnham ECSD

9 Name and Title (print)

10  
11 STATE

12 Department of Cultural Affairs

13 Nevada State Historic Preservation Office

14 

15  
16 Ronald M. James, State Historic Preservation Officer

Witnessed by Notary Public

17  
18 State of Nevada

19 County of EUREKA

20 On March 3, 2003 personally appeared before me, a Notary

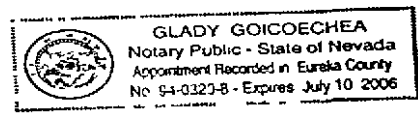
21 Public in and for said County and State, Carol T. Burnham

22 Known to me to be the person described in and who executed the foregoing instrument, who  
23 acknowledged to me that she executed the same freely and voluntarily and for the uses and  
24 purposes therein mentioned.



Notary Public

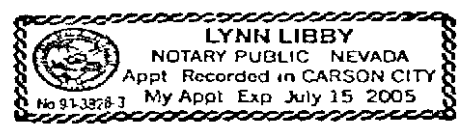
25  
26  
27  
28 ACKNOWLEDGEMENT

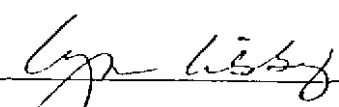


29  
30 State of Nevada

31 County of CARSON

32 On February 21, 2003, personally appeared before me, Notary Public in  
33 and for said County and State, RONALD M. JAMES, known to me to be the person  
34 described in and who executed the foregoing instrument, who acknowledged to me that he executed  
35 the same and freely and voluntarily and for the uses and purposed therein mentioned.



  
Notary Public

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Eureka County School Dist.  
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No Fee

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