

APN # 1-102-01

EUREKA COUNTY, NV
LAND-CCR
Rec: \$37.00
Total: \$37.00

2021-244601
03/29/2021 10:08 AM

Pgs=6

Recording Requested By:

Name Garney Damele,
Eureka Restoration Ent
Address PO Box 742
City/State/Zip Eureka NV
89316

GARNEY DAMELE



00012001202102446010060064

LISA HOEHNE, CLERK RECORDER

CCCHP-19-04 Covenants
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fees applies)

COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION
(CCCHP-19-04) 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 **EUREKA RESTORATION ENTERPIRSE** hereinafter referred to as "PROPERTY OWNER", for the purpose of the property known as the **CHARLES LAUTENSCHLAGER BUILDING**, 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 001-102-01

Property Address: 91 N. Main Street, Eureka Nevada

Lot 1, Block 22 Townsite of Eureka Nevada

In consideration of the sum of **\$150,000.00** 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.**

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.

- 1 3. The PROPERTY OWNER agrees that the STATE, its agents and designees, shall
2 have the right to inspect the property at all reasonable times, in order to ascertain
3 whether or not the conditions of these Covenants are being observed.
- 4 4. The PROPERTY OWNER agrees that when the property is not clearly visible from
5 a public right of-way or includes interior work assisted with STATE grant funds, the
6 property will be open to the public not less than twelve (12) days a year on an
7 equitable spaced basis and at other times by appointment. Nothing in these
8 Covenants will prohibit the PROPERTY OWNER from charging a reasonable,
9 non-discriminatory admission fee, comparable to fees charged at similar facilities in
10 the area.
- 11 5. The PROPERTY OWNER further agrees that when the property is not open to the
12 public on a continuing basis, and when the improvements assisted with STATE grant
13 funds are not visible from the public right-of-way, notification will be published for
14 three consecutive working days, no less than one week prior to the opening date in
15 one newspaper of general circulation in the community area in which the property is
16 located. The advertisement shall give the dates and times when the property will be
17 open. Documentation of such notice will be furnished annually to the STATE during
18 the term of these Covenants.
- 19 6. The PROPERTY OWNER agrees to comply with Title VI of the Civil Rights Act
20 of 1964 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204),
21 and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws
22 prohibit discrimination on the basis of race, religion, national origin, or disability. In
23 implementing public access, reasonable accommodation to qualified disabled
24 persons shall be made in consultation with the STATE.

- 1 7. The agreement shall be enforceable in specific performance by a court of competent
2 jurisdiction.
- 3 8. SEVERABILITY CLAUSE - It is understood and agreed by the parties thereto that
4 if any part, term, or provision of this agreement is held to be illegal by the courts, the
5 validity of the remaining portions or provisions shall not be affected, and the rights
6 and obligations of the parties shall be construed and enforced as if the contract did
7 not contain the particular part, term, or provision held to be invalid.
- 8 9. These restraints shall run with the property and are binding upon the PROPERTY
9 OWNER and any and all successors, heirs, assignees, or lessees.
- 10 10. The STATE shall have the right to file suit in law or equity, if the PROPERTY
11 OWNER violates any of the restraints of these Covenants. The purpose of the suit
12 shall be to cause the PROPERTY OWNER to cure said violations or to obtain the
13 return of funds granted to the PROPERTY OWNER by the STATE.
- 14 11. The PROPERTY OWNER shall record these Covenants in the Recorder's Office of
15 the County in which the subject property is located. The STATE'S obligations with
16 regard to the subject property shall not become effective until the PROPERTY
17 OWNER has furnished the STATE, or the State Historic Preservation Office as staff
18 to the STATE, satisfactory proof of the aforementioned recordation.

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20
21 [Remainder of Page Intentionally Blank]
22

These CCCHP Covenants are entered into this 22 day of February, 2021.

PROPERTY OWNER -

Garney Damele

Signature

Garney Damele, President, Eureka Restoration Enterprise

Name and Title (print)

Witnessed by Notary Public

State Nevada

County of Eureka

On 2/22/2021

Garney Damele, personally appeared before me, Kathy Bacon-Bowling

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

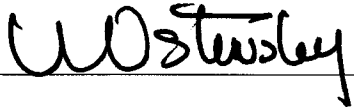
She executed the same freely and voluntarily and for the uses and purposes

therein mentioned.



Kathy Bacon-Bowling
Notary Public

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



Robert Allan Ostrovsky, Chair

REVIEWED AS TO FORM ONLY:

Aaron Ford, Attorney General

By: 

Deputy Attorney General

Date: 3/18/21