

APN # 1-102-01

Recording Requested By:

Name Eureka Restoration Enterpr

Address P.O. 742, 91 N. Main St.

City/State/Zip Eureka NV 89316



00015403202202477970060063

LISA HOEHNE, CLERK RECORDER

CCCHP-19-04 Coverants
(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

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 **\$24,679.00** received in grant-in-aid assistance from the STATE, the PROPERTY OWNER hereby agrees to the following for a period of time ending on **DECEMBER 31, 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

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1 written permission of the STATE, or the State Historic Preservation Office as
2 staff to the STATE.

3 3. The PROPERTY OWNER agrees that the STATE, its agents, and designees,
4 shall have the right to inspect the property at all reasonable times, in order to
5 ascertain whether or not the conditions of these Covenants are being observed.

6 4. The PROPERTY OWNER agrees that when the property is not clearly visible
7 from a public right of-way or includes interior work assisted with STATE
8 grant funds, the property will be open to the public not less than twelve (12)
9 days a year on an equitable spaced basis and at other times by appointment.
10 Nothing in these Covenants will prohibit the PROPERTY OWNER from
11 charging a reasonable, non-discriminatory admission fee, comparable to fees
12 charged at similar facilities in the area.

13 5. The PROPERTY OWNER further agrees that when the property is not open
14 to the public on a continuing basis, and when the improvements assisted with
15 STATE grant funds are not visible from the public right-of-way, notification
16 will be published for three consecutive working days, no less than one week
17 prior to the opening date in one newspaper of general circulation in the
18 community area in which the property is located. The advertisement shall give
19 the dates and times when the property will be open. Documentation of such
20 notice will be furnished annually to the STATE during the term of these
21 Covenants.

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- 1 6. The PROPERTY OWNER agrees to comply with Title VI of the Civil Rights
2 Act of 1964 (U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C.
3 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.
4 794). These laws prohibit discrimination on the basis of race, religion,
5 national origin, or disability. In implementing public access, reasonable
6 accommodation to qualified disabled persons shall be made in consultation
7 with the STATE.
- 8 7. The agreement shall be enforceable in specific performance by a court of
9 competent jurisdiction.
- 10 8. SEVERABILITY CLAUSE - It is understood and agreed by the parties
11 thereto that if any part, term, or provision of this agreement is held to be illegal
12 by the courts, the validity of the remaining portions or provisions shall not be
13 affected, and the rights and obligations of the parties shall be construed and
14 enforced as if the contract did not contain the particular part, term, or
15 provision held to be invalid.
- 16 9. These restraints shall run with the property and are binding upon the
17 PROPERTY OWNER and any and all successors, heirs, assignees, or lessees.
- 18 10. The STATE shall have the right to file suit in law or equity, if the PROPERTY
19 OWNER violates any of the restraints of these Covenants. The purpose of the
20 suit shall be to cause the PROPERTY OWNER to cure said violations or to
21 obtain the return of funds granted to the PROPERTY OWNER by the
22 STATE.

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- 1 11. The PROPERTY OWNER shall record these Covenants in the Recorder's
2 Office of the County in which the subject property is located. The STATE'S
3 obligations with regard to the subject property shall not become effective until
4 the PROPERTY OWNER has furnished the STATE, or the State Historic
5 Preservation Office as staff to the STATE, satisfactory proof of the
6 aforementioned recordation.

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9 [Remainder of Page Intentionally Blank]
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COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION
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1 STATE-COMMISSION FOR CULTURAL CENTERS AND HISTORIC
2 PRESERVATION

3
4 Robert Allan Ostrovsky

5 Robert Allan Ostrovsky, Chair

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7
8
9
10 REVIEWED AS TO FORM ONLY:

11 Aaron Ford, Attorney General

12 By: Anthony Wall
13 Deputy Attorney General

Date: 1/20/2022

COMMISSION FOR CULTURAL CENTERS AND HISTORIC PRESERVATION
(CCCHP-19-04) COVENANTS

These CCCHP Covenants are entered into this 13 day of December, 2021.

PROPERTY OWNER -

Garney Damele

Signature

Garney Damele, President

Name and Title (print)

Witnessed by Notary Public

State Nevada

County of Eureka

On 12/13/2021

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

Garney Damele executed the same freely and voluntarily and for the uses and

purposes therein mentioned.



KATHY BACON-BOWLING
Notary Public - State of Nevada
Appointment Recorded in Eureka County
No: 07-3652-8 - Expires May 11, 2023

Kathy Bacon-Bowling

Notary Public