

**Commission for Cultural Centers and Historic Preservation**  
**August 25, 2016 9:04 a.m.**  
**Meeting Minutes**

Videoconferenced from:

Room 2134, Legislative Building  
Nevada Legislature  
401 S. Carson Street  
Carson City, NV

To:

Room 4401  
Grant Sawyer State Office Building,  
555 E. Washington Ave., Las Vegas, NV

And Conference Calling

- 1. Call to order by Chairman Robert Ostrovsky, (*the Chair*) at 9:04 am.**
- 2. Roll Call:**

Commissioners:

Robert Ostrovsky, Chairman (Board of Museums and History, Governor's Appointee) **Present in Las Vegas**  
Robert Stoldal, *Vice Chair* (Board of Museums and History) **Present in Las Vegas**  
Judy Michaels Simon (State Council on Library and Literacy) **Present Via Phone**  
Irma Varela (Nevada Arts Council) **Present Via Phone**  
Jennifer Satre (Nevada Humanities) **Present Via Phone**

Staff Present:

Rebecca Palmer, Historic Preservation Office **Present in Carson City**  
Celeste Arnold, Historic Preservation Office **Present in Carson City**  
Shane S. Chesney, Senior Deputy, Attorney General's Office **Present in Las Vegas**  
Rayette Martin, Historic Preservation Office **Present in Las Vegas**

Public Present:

Melissa Clary, Huntridge Foundation **Present in Las Vegas**  
Daniel Roberts, Huntridge Foundation **Present in Las Vegas**  
Jacie Urquidi-Maynerd, Huntridge Foundation **Present in Las Vegas**

- 3. Public comment:** *The Chair* asked for any public comment. There were no comments.
- 4. Discussion of Settlement for the Huntridge Theater:**

*The Chair* described the purpose of the meeting to either accept or reject the proposed settlement with King George LLC the official owner of the Huntridge Theater. *The Chair* asked *Senior Deputy AG Chesney (Chesney)* to provide the Commission with brief on the process and the settlements.

*Chesney* stated that there were three covenants originally on the Huntridge Theater in response to three grants to the previous owner: two in the amount of \$300,000 and one in the amount of \$765,800.49. Through the course of litigation, we discovered that two of the covenants had not been recorded and thus the current owner would not have received notice of these covenants and we couldn't go after them. Only one covenant for \$765,800.49, expiring in 2017, remained in 2014 although they had been in breach of the covenants since 2004 or 2005. In the course of negotiation, the main purpose of the litigation was not to recoup the money but to preserve the building. Even the current owners recognize that. This settlement takes the \$765,800.49 and cuts it in half. The current owner agrees to have a judgment entered against them for \$389,925 and the covenant will be extended until December 31, 2028 with all of the current restrictions. *Chesney* read the restrictions and requirements from the Covenant (Exhibit A). *Chesney* stated that for every year that the owners are in compliance with the covenants, the judgment will be reduced by \$32,494 (1/12 of judgment) which is an incentive to the owner to get going on preservation and not wait. Mechanism for monitoring compliance is a special certification inspection by SHPO to take place on the first and fourth quarter of every year once notified by owner.

*The Chair* asked for questions from the Commissioners.

*Vice Chair Stoldal* asked if King George LLC was the original purchaser in 2002 when it was sold with the covenants (Page 2, line 14).

*Chesney* stated that no the company at that time was ETC Holding LLC. King George is the successor.

*Vice Chair Stoldal* stated that the parcel number in Exhibit A-Covenants is different that the parcel in the extension. Does the current parcel number cover the building?

*Chesney* stated that the three parcels identified in the Covenants (162-02-110-004, 003, and 002) were consolidated into 162-02-110-016 and yes the extension covers the building and perhaps a larger area than three parcels in original Covenants after the consolidation.

*Vice Chair Stoldal* asked that in the same settlement agreement (page 2, lines 19-22) did the defendants agree to the settlement of \$389,925.

*Chesney* stated that the defendants did agree to the judgment.

*Vice Chair Stoldal* stated that the judgment is about half of the original grant award.

*Chesney* stated that yes, that was accurate.

*Vice Chair Stoldal* stated that the covenants were violated for roughly  $\frac{3}{4}$  of the

**Stopped at 13:10**

**11. Public comment (see statement in Item 2 above)**

*The Chair* asked for any public comment who may be on this call. If they would like to make a comment this would be the appropriate time to do so. Hearing none he thanked the Commissioners and pointed out that this was not the most agreeable way to conduct the meeting but that he felt it took care of the business. He asked for a motion for adjournment.

**11. Adjournment**

**Hillerby made the motion for adjournment. The Chair hearing a motion on the floor for adjournment, called for all those in favor. The vote was unanimous to do so at 11:35 AM.**