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COVENANT

This Covenant is made and entered into between the State of Nevada, acting by and through the Commission for Cultural Centers and Historic Preservation "CCCHP" (formerly the Commission for Cultural Affairs) and King George LLC., owner in fee simple of the Huntridge Theater.

The subject property, Huntridge Theater, is located at 1208 E Charleston Blvd, Las Vegas, NV 89104; more particularly described as Assessor's Parcel Number 162-02-110-016.

In consideration of mutual benefits accruing to the CCCHP and King George LLC., these parties hereby extend the current Covenants on the Huntridge Theater through December 31, 2028. Those Covenants are attached hereto as Exhibit A, Clark County recorder # 970801.00714.

Without limitation, this Covenant extends the current Covenants, # 970801.00714, in whole and in total including all requirements, restrictions, and penalties through December 31, 2028.

The Judgment Lien against the property in the amount of \$389,925 shall be reduced on prorated basis for every year the owner of the Huntridge Theater is compliant with this Covenant

This Covenant runs with the subject property and is binding upon the King George L.L.C. and any and all of its successors, heirs, assignees, or lessees.

This CCCHP Covenant is entered into this 25th day of August, 2016.

King George LLC, Owner Huntridge Theater

Eli Mizrachi, Legal Representative King George L.L.C.

STATE DEPARTMENT OF CONSERVATION, HISTORIC PRESERVATION OFFICE

Rebecca L. Palmer, State Historic Preservation Officer

ADAM PAUL LAXALT, ATTORNEY GENERAL

By:
Shane Chesney, Senior Deputy Attorney General
Attorneys for the State of Nevada

CHATTAH LAW GROUP

By:
Sigal Chattah
7875 S. Rainbow Blvd. #204
Las Vegas, NV 89118
Attorney for King George L.L.C

County General's Office
100 N. Carson Street
Carson City, Nevada 89701-4717

Exhibit A

DECLUTTERED
Friends of The *ntc* *nc*
1208 E Charleston
LV Nov 89/04

970801.01/14

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ATTACHMENT B

COVENANTS

1 These Covenants are made and entered into between the State of Nevada,
2 acting by and through the Commission for Cultural Affairs, hereinafter
3 referred to as "STATE" and Friends of the Huntridge Theatre, Inc.
4 hereinafter referred to as "APPLICANT", for the purpose of the of the property
5 known as The Huntridge Theater,
6 which is owned in fee simple by the APPLICANT.

7 The property is comprised essentially of grounds, collateral, appurtenances,
8 and improvements. The property is more particularly described as follows:
9 [cite references, including repository, book, and page number(s)].

10
11 Assessors Parcel #'s 162-02-110-004.003.002

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15 In consideration of the sum \$765,849.35 received
16 in grant-in-aid assistance from the STATE, the APPLICANT hereby agrees
17 to the following for a period of ending July 1, 2017.

- 18 1. The APPLICANT agrees to assume the cost of the continued maintenance
19 and repair of said property so as to preserve the architectural,
20 historical, cultural and/or archeological integrity of the same,
21 in order to protect and enhance those qualities which make it
22 historically significant as determined by the State Historic
23 Preservation Officer, herinafter referred to as "SHPO".
- 24 2. The APPLICANT agrees that no visual or structural alterations
25 will be made to the property without prior written permission
26 of the SHPO.
- 27 3. The APPLICANT agrees that the STATE, its agents and designees,
28 shall have the right to inspect the property at all reasonable
29 times, in order to ascertain whether or not the conditions of
30 these Covenants are being observed.
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4. The APPLICANT 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 for Cultural Affairs grant funds, the property will be open to the public no 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 APPLICANT from charging a reasonable, nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

5. The APPLICANT 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 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 SHPO during the term of these Covenants.

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

The STATE shall have the right to file suit in law or equity, if the APPLICANT violates any of the restraints of these Covenants. The purpose of the suit shall be to cause the APPLICANT to cure said violations or to obtain the return of funds granted to the APPLICANT by the State of Nevada Commission For Cultural Affairs.

The APPLICANT 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 APPLICANT has furnished to the STATE satisfactory proof of the aforementioned recordation.

These Covenants are entered into this 19th day of June, 1997

[Signature]
Applicant

Department of Museums, Library, and Arts

[Signature] 7-21-97
Ronald M. James Date

State Historic Preservation Officer

REVIEWED AS TO FORM ONLY:

Frankie Sue Del Papa
Attorney General

By: [Signature]
Melanie Meehan-Crossley
Deputy Attorney General

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CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

FRIENDS OF THE HUNTRIDGE

08-01-97 13:37 PAC 3
OFFICIAL RECORDS

BOOK: 970801 INST: 00714

FEE: 9.00 RPTT: .00

RECEIVED

OCT 11 2016

Aptitude

ATTORNEY GENERAL Clark County, NV Transaction
MAILROOM

#: 3171651

Receipt #: 2894435

Cashier Date: 10/6/2016 12:09:06 PM
(SCA)



Print Date:

10/6/2016 12:09:18 PM



Debbie Conway
Clark County Recorder
(702) 455-4336

Customer Information	Transaction Information	Payment Summary
ATTORNEY GENERAL NEVADA 100 N CARSON ST CARSON CITY, NV 89701	Received: PRIORITY MAIL Returned: MAIL Type: Recording Track #: 70031680000136878125 Bin #:	Total Fees \$0.00 Total Payments \$0.00

1 Payments



NOCHARGE

1 Recorded Items



(COV) COVENANT

Instrument #: 201610060001884 BK/Pg: 0/0
Date: 10/6/2016 12:09:00 PM

0 Search Items

1 Miscellaneous Items



(SUPPORT DOC) SUPPORTING
DOCUMENTATION COVER LETTER

AR

6

Inst #: 20161006-0001884
Fees: \$0.00
N/C Fee: \$0.00
10/06/2016 12:09:00 PM
Receipt #: 2894435
Requestor:
ATTORNEY GENERAL NEVADA
Recorded By: SCA Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 162-02-110-016

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Covenant

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

State of Nevada, Dept. of Conservation, Historic Preservation Office

RETURN TO: Name Shane S. Chesney, SDAG

Address 100 N. Carson St.

City/State/Zip Carson City, NV 89701

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name _____

Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly, do not use page scaling.

Using this cover page does not exclude the document from assessing a noncompliance fee.

P:\Common\Forms & Notices\Cover Page Template Feb2014