



ORIGINAL

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 Mizrahi, 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

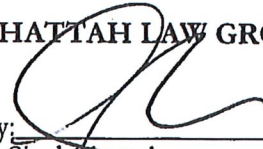
By: 
Sigal Chatah
7875 S. Rainbow Blvd. #204
Las Vegas, NV 89118
Attorney for King George L.L.C.

Exhibit A

RECEIVED
OFFICE OF THE ATTORNEY
1208 E Charleston
LV Nov 89/104

970801.00/14

ATTACHMENT B

3

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

12
13
14
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, hereinafter 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.
31
32

1 4. The APPLICANT agrees that when the property is not clearly visible
2 from a public right-of-way or includes interior work assisted
3 with State of Nevada, Commission for Cultural Affairs grant funds,
4 the property will be open to the public no less than twelve (12)
5 days a year on an equitable spaced basis and at other times by
6 appointment. Nothing in these Covenants will prohibit the APPLICANT
7 from charging a reasonable, nondiscriminatory admission fee,
8 comparable to fees charged at similar facilities in the area.

9 5. The APPLICANT further agrees that when the property is not open
10 to the public on a continuing basis, and when the improvements
11 assisted with State of Nevada Commission for Cultural Affairs
12 grant funds are not visible from the public way, notification
13 will be published for three consecutive working days, no less
14 than one week prior to the opening date in one newspaper of general
15 circulation in the community area in which the property is located.
16 The advertisement shall give the dates and times when the property
17 will be open. Documentation of such notice will be furnished
18 annually to the SHPO during the term of these Covenants.

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

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

26 The APPLICANT shall record these Covenants in the Recorder's Office
27 of the county in which the subject property is located. The STATE'S obligations
28 with regard to the subject property shall not become effective until the
29 APPLICANT has furnished to the STATE satisfactory proof of the aforementioned
30 recordation.
31
32

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 Heehan-Crossley
Deputy Attorney General

n-3

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

FRIENDS OF THE HUNTRIDGE

06-01-97 13:37 PAC
OFFICIAL RECORDS

BOOK: 970801 INST: 00714

FEE: 9.00 RPTT: .00

RECEIVED**OCT 11 2016**
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 \$.00 Total Payments \$.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/assrealprop/owner.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

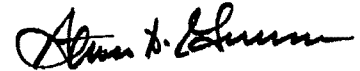
This page provides additional information required by NRS 111.312 Sections 1-2.

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.

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CLERK OF THE COURT

ELECTRONICALLY SERVED
09/06/2016 09:44:59 AM

1 **AGRE**
2 **ADAM PAUL LAXALT**
3 Nevada Attorney General
4 Shane S. Chesney
5 Senior Deputy Attorney General
6 schesney@ag.nv.gov
7 Nevada State Bar No. 6933
8 100 N. Carson Street
9 Carson City, NV 89701
10 Telephone: (775) 684-1215
11 Fax: (775) 684-1108
12 Attorneys for Plaintiff

8 **EIGHT JUDICIAL DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

11 STATE OF NEVADA, DEPARTMENT
12 OF CONSERVATION AND NATURAL
13 RESOURCES, COMMISSION FOR
14 CULTURAL AFFAIRS,

13 Plaintiff,

14 v.

15 ELI MIZRACHI, ECT Holding, L.L.C.,
16 KING GEORGE, L.L.C., and
17 DOES I-XX inclusive,

17 Defendants.

CASE NO. A-14-696982-C

DEPT. NO. XXVII

19 **SETTLEMENT AGREEMENT AND STIPULATION**
20 **FOR ENTRY OF CONSENT JUDGMENT**

21 THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made as of the date
22 hereof, by and among the parties hereto, as indicated by their signatures below, to settle and resolve with
23 finality all claims between the Plaintiff, State of Nevada, Department of Conservation and Natural
24 Resources, Commission for Cultural Centers and Historic Preservation, formerly the Commission for
25 Cultural Affairs, ("Commission") and Defendants, Eli Mizrahi, ECT Holding L.L.C., King George L.L.C.,
26 and Does I-XX inclusive ("Defendants") relating to the subject matter of this action.

27 WHEREAS, the Commission, commenced this action on February 28, 2014, asserting claims for
28 monetary relief on behalf of the State of Nevada against Defendants for their alleged failure as owner of

1 the historic Huntridge Theater to comply with restrictive covenants designed to protect the structure,
2 which was chief among other restrictions to the property contained in the covenants;

3 WHEREAS, Defendants have denied each and every one of the Commission's allegations of
4 wrongdoing and breach of covenants, to which Defendants asserted a number of defenses as well as a
5 counterclaim against the Commission;

6 WHEREAS, the parties hereto wish to avoid the further expense, delay, inconvenience, burden and
7 uncertainty of continued litigation of this matter;

8 WHEREAS, the Commission and Defendants have agreed to settle this lawsuit on terms set forth
9 in this Settlement Agreement and Stipulation for Entry of Consent Judgment and the attached Consent
10 Judgment;

11 WHEREAS, the parties have further agreed that this Agreement is a joint petition to the Court for
12 approval of the Consent Judgment, on the grounds that settlement would be in the parties interest;

13 NOW, THEREFORE, BE IT KNOWN THAT, in consideration of entry of judgment against
14 King George L.L.C., recorded owner of the Huntridge Theater, King George L.L.C.'s agreement to extend
15 the existing covenant on the subject property until December 31, 2028, and the Commission's agreement
16 to waive the judgment in total and on a prorated basis if the conditions of the covenant including bringing
17 the subject property back the a condition such that it could be a usable public building are satisfied, the
18 parties hereto, acting by and through their authorized agents, memorialize and agree as follows:

19 1. King George L.L.C. consents to have a judgment entered against it in the amount of \$389,925.
20 This amount represents a reversion of 1/2 of the \$765,849 grant monies awarded by the Commission as set
21 forth in the sole current and recorded covenant dated August 1, 1997, Clark County Recorder
22 #970801.00714.

23 2. King George L.L.C. agrees to extend the sole current recorded covenant dated August 1, 1997,
24 Clark County Recorder #970801.00714, restricting its property, the historic Huntridge Theater located at
25 1208 E Charleston Blvd, Las Vegas, NV 89104, along with all conditions and penalties through December
26 31, 2028.

27 3. The State agrees that if by December 31, 2028, all covenant conditions are fulfilled including
28 restoring the subject property back to a condition such that it will be a usable public building than the

1 judgment shall be deemed satisfied and therefore waived or otherwise set aside.

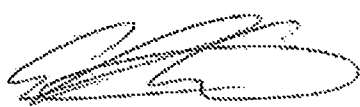
2 4. The State agrees that for every calendar year King George L.L.C. is in compliance with the terms
3 of the extended covenant, see 2 above, that the amount due under the judgment shall be reduced by
4 \$32,494. Compliance shall be determined through an inspection by the State Historic Preservation Office
5 conducted on a semi-annual basis during the first and last quarter of each calendar year upon 30 day notice
6 after which, if determined compliant, a Certification of Compliance shall be issued to King George LLC.

7 5. This Agreement resolves all claims between the Commission and Defendants. The Commission
8 upon final approval by the Court agrees to release and forever discharge Defendants from any and all
9 manner of civil claims, demands, actions, suits and causes of action.


10 6. The Parties hereby jointly petition the Court for entry of a Consent Judgment as described
11 above against King George L.L.C., owner of the Huntridge Theater.

12 IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have
13 agreed to this Comprehensive Settlement Agreement and Release as of this ____ day of June, 2016.

14 DATED this 10th day of July, 2016.


15 By: 
16 Eli Mizrahi, for Defendants

15 DATED this 26th day of August, 2016.

16 By: 
17 Rebecca Palmer, SHPO, for Plaintiff

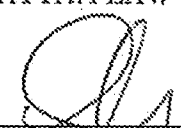
18 DATED this 25th day of August, 2016.

19 ADAM PAUL LAXALT
20 Attorney General

21 By: 
22 SHANE S. CHESNEY
23 Senior Deputy Attorney General
24 Attorneys for the State of Nevada,
25 Commission for Cultural Centers
26 and Historic Preservation

19 DATED this 22nd day of ~~July~~ August, 2016.

20 CHATTAH LAW GROUP


21 By: 
22 Sigal Chatah
23 7875 S. Rainbow Blvd. #204
24 Las Vegas, NV 89118
25 Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Office of the Attorney General of the State of Nevada and that on the 30th day of August, 2016, I served a true and correct copy of the forgoing, **SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF CONSENT JUDGMENT**, via CM/ECF electronic filing, to:

Sigal Chattah, Esq.
Chattah Law Group
5875 S. Rainbow Blvd, #204
Las Vegas, Nevada 89118
(702) 360-6200
(702) 643-6292
sigal@thegoodlawyer.com
Attorney of Defendant

/s/ Silvia M. Gles
An Employee of the
Office of the Attorney General



CLERK OF THE COURT

1 **JUDG**

2 **ADAM PAUL LAXALT**
3 Nevada Attorney General
4 **SHANE S. CHESNEY**
5 Senior Deputy Attorney General
6 schesney@ag.nv.gov
7 Nevada State Bar No. 6933
8 100 N. Carson Street
9 Carson City, NV 89701
10 Telephone: (775) 684-1215
11 Fax: (775) 684-1108
12 Attorneys for Plaintiff

8 **EIGHT JUDICIAL DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10
11 **STATE OF NEVADA, DEPARTMENT**
12 **OF CONSERVATION AND NATURAL**
13 **RESOURCES, COMMISSION FOR**
14 **CULTURAL AFFAIRS,**

15 Plaintiff,

16 v.

17 **ELI MIZRACHI, ECT Holding, L.L.C.,**
18 **KING GEORGE, L.L.C., and**
19 **DOES I-XX inclusive,**

20 Defendants.

CASE NO. A-14-696982

DEPT. NO. XXVII

21 **CONSENT JUDGMENT**

22 WHEREAS Plaintiff, State of Nevada, Department of Conservation and Natural Resources,
23 Commission for Cultural Centers and Historic Preservation, formerly the Commission for Cultural
24 Affairs, and Defendants, Eli Mizrachi, ECT Holding L.L.C., King George L.L.C., and Does I-XX are
25 the parties to this action.

26 WHEREAS, the Court has reviewed the pertinent document in the matter, the parties hereto
27 have expressed to the satisfaction of this Court their wish to avoid the further expense, delay,
28 inconvenience, burden and uncertainty of continued litigation of this matter as set forth in the
Settlement Agreement and Stipulation for Entry of Consent Judgment attached hereto as Exhibit A;

///

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input checked="" type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

1 WHEREAS, the Parties have petitioned this Court to enter an agreed judgment against
2 Defendant King George L.L.C.;

3 NOW, THEREFORE, good cause appearing, IT IS HEREBY ORDERD:

4 1. Judgment is entered against King George L.L.C., owner of the Huntridge Theater, in the
5 amount of \$389,925 in favor of State of Nevada, Department of Conservation and Natural Resources,
6 Commission for Cultural Centers and Historic Preservation.

7 2. Said judgment of \$389,925 shall be reduced by an amount of \$32,494 for every year that all
8 applicable covenants affecting the subject property, the Huntridge Theater, are fully complied with.

9 3. This is the Final Judgment of this case and the same is hereby closed.

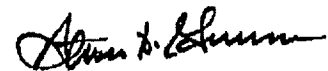
10 DATED this 6 day of September, 2016

11
12 Nancy L. Alf
13 DISTRICT COURT JUDGE
14

15 Submitted By:
16 ADAM PAUL LAXALT
17 Nevada Attorney General

18 Shane S. Chesney
19 SHANE S. CHESNEY
20 Senior Deputy Attorney General
21 Nevada State Bar No. 6933
22 100 N. Carson Street
23 Carson City, Nevada 89701
24 (775) 684-1215
25 schesney@ag.nv.gov
26
27
28

Exhibit A



CLERK OF THE COURT

1 **AGRE**
2 **ADAM PAUL LAXALT**
3 Nevada Attorney General
4 Shane S. Chesney
5 Senior Deputy Attorney General
6 schesney@ag.nv.gov
7 Nevada State Bar No. 6933
8 100 N. Carson Street
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10 Telephone: (775) 684-1215
11 Fax: (775) 684-1108
12 Attorneys for Plaintiff

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EIGHT JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

11 STATE OF NEVADA, DEPARTMENT
12 OF CONSERVATION AND NATURAL
13 RESOURCES, COMMISSION FOR
14 CULTURAL AFFAIRS,

15 Plaintiff,

16 v.

17 ELI MIZRACHI, ECT Holding, L.L.C.,
18 KING GEORGE, L.L.C., and
19 DOES I-XX inclusive,

20 Defendants.

CASE NO. A-14-696982-C

DEPT. NO. XXVII

21
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28

SETTLEMENT AGREEMENT AND STIPULATION
FOR ENTRY OF CONSENT JUDGMENT

21 THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made as of the date
22 hereof, by and among the parties hereto, as indicated by their signatures below, to settle and resolve with
23 finality all claims between the Plaintiff, State of Nevada, Department of Conservation and Natural
24 Resources, Commission for Cultural Centers and Historic Preservation, formerly the Commission for
25 Cultural Affairs, ("Commission") and Defendants, Eli Mizrahi, ECT Holding L.L.C., King George L.L.C.,
26 and Does I-XX inclusive ("Defendants") relating to the subject matter of this action.

27 WHEREAS, the Commission, commenced this action on February 28, 2014, asserting claims for
28 monetary relief on behalf of the State of Nevada against Defendants for their alleged failure as owner of

Office of the Attorney General
100 North Carson Street
Carson City, Nevada 89701-4717

1 the historic Huntridge Theater to comply with restrictive covenants designed to protect the structure,
2 which was chief among other restrictions to the property contained in the covenants;

3 WHEREAS, Defendants have denied each and every one of the Commission's allegations of
4 wrongdoing and breach of covenants, to which Defendants asserted a number of defenses as well as a
5 counterclaim against the Commission;

6 WHEREAS, the parties hereto wish to avoid the further expense, delay, inconvenience, burden and
7 uncertainty of continued litigation of this matter;

8 WHEREAS, the Commission and Defendants have agreed to settle this lawsuit on terms set forth
9 in this Settlement Agreement and Stipulation for Entry of Consent Judgment and the attached Consent
10 Judgment;

11 WHEREAS, the parties have further agreed that this Agreement is a joint petition to the Court for
12 approval of the Consent Judgment, on the grounds that settlement would be in the parties interest;

13 NOW, THEREFORE, BE IT KNOWN THAT, in consideration of entry of judgment against
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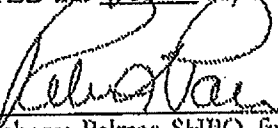
10 6. The Parties hereby jointly petition the Court for entry of a Consent Judgment as described
11 above against King George L.L.C., owner of the Huntridge Theater.

12 IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have
13 agreed to this Comprehensive Settlement Agreement and Release as of this ____ day of June, 2016.

14 DATED this 10th day of July, 2016.

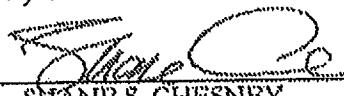
15
16 By: 
17 Eli Miztachi, for Defendants

DATED this 25th day of August, 2016.

18
19 By: 
20 Rebecca Palmer, SHPO, for Plaintiff


21 DATED this 25th day of August, 2016.

22 ADAM PAUL LAXALT
23 Attorney General

24 By: 
25 SHANE S. CHESNEY
26 Senior Deputy Attorney General
27 Attorneys for the State of Nevada,
28 Commission for Cultural Centers
and Historic Preservation

DATED this 22nd day of ~~July~~ August, 2016.

CHATTAN LAW GROUP

By: 
Siga Chatah
7875 S. Rainbow Blvd. #204
Las Vegas, NV 89118
Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Office of the Attorney General of the State of Nevada and that on the 30th day of August, 2016, I served a true and correct copy of the foregoing, **SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF CONSENT JUDGMENT**, via CM/ECF electronic filing, to:

Sigal Chattah, Esq.
Chattah Law Group
5875 S. Rainbow Blvd, #204
Las Vegas, Nevada 89118
(702) 380-6200
(702) 643-6292
sigal@thegoodlawyer.com
Attorney of Defendant

/s/ Silvia M. Gles
An Employee of the
Office of the Attorney General