JUN 2 1 2010

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 50 100 200 400 600 800

AVERAGE QA VALUE 55

ASSESSOR'S PARCELS - CLARK CO., NV.

M. W. Schofield, Assessor

MAP LEGEND

PARCEL BOUNDARY	PARCEL NUMBER / ACREAGE
SUBD BOUNDARY	202 PARCEL SUB/SEQ NUMBER
ROAD EASEMENT	PLAT RECORDING NUMBER
PM/LD BOUNDARY	BLOCK NUMBER
NON-PARCEL LOT LINE	LOT NUMBER
MATCH LINE / LEADER LINE	GOV. LOT NUMBER
ROAD ID NUMBER	

BOOK T20S R61E

SEC 34

MAP N 2 SE 4

139-34-7

	R60E	R61E	R62E
T19S	125	124	123
T20S	138	139	140
T21S	163	162	161

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

8	4	8	4
5	1	5	1
6	2	6	2
7	3	7	3
8	4	8	4
5	1	5	1

Scale: 1"=200

Rev: 10/14/08

TAX DIST 203

PARCEL MAP

THE MERGER & RESUBDIVISION OF LOTS 25 THROUGH 32, INCLUSIVE, IN BLOCK 5 OF WARDIE ADDITION TO LAS VEGAS AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 1, PAGE 13 OF PLATS, LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

SEE MEMORANDUM

OWNER'S CERTIFICATE

EVAPS, LLC, A NEVADA LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE LANDS SUBDIVIDED WITHIN THE BOUNDARY SHOWN HEREON, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP, AND HAVE CAUSED THE LANDS TO BE SURVEYED AND PLATTED INTO PARCELS AND DOES HEREBY GRANT TO THE CITY OF LAS VEGAS THE EASEMENTS, AS INDICATED AND OUTLINED HEREON, FOR THE USE OF THE PUBLIC.

FURTHERMORE, THE UNDERSIGNED OWNER DOES HEREBY GRANT TO THE CITY OF LAS VEGAS AND ITS SUCCESSORS AND ASSIGNS A FIVE-FOOT WIDE EASEMENT ADJACENT TO ALL PROPERTY LINES WHERE LOTS OR COMMON AREAS ABUT PUBLIC STREETS FOR PURPOSES OF PLACING PUBLIC FIRE HYDRANTS, PUBLIC STREET LIGHTS, CONDUITS, TRAFFIC SIGNALS AND APPURTENANCES; AND AN ADDITIONAL EASEMENT OF UP TO TWO FEET IN RADIUS FROM EACH FIRE HYDRANT, STREETLIGHT, CONDUIT, TRAFFIC SIGNAL AND APPURTENANCES, TO EXTEND BEYOND THE FIVE-FOOT EASEMENT IF NECCESSARY, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM THESE EASEMENTS.

EVAPS, LLC, A NEVADA LIMITED LIABILITY COMPANY

______________________________ DATE

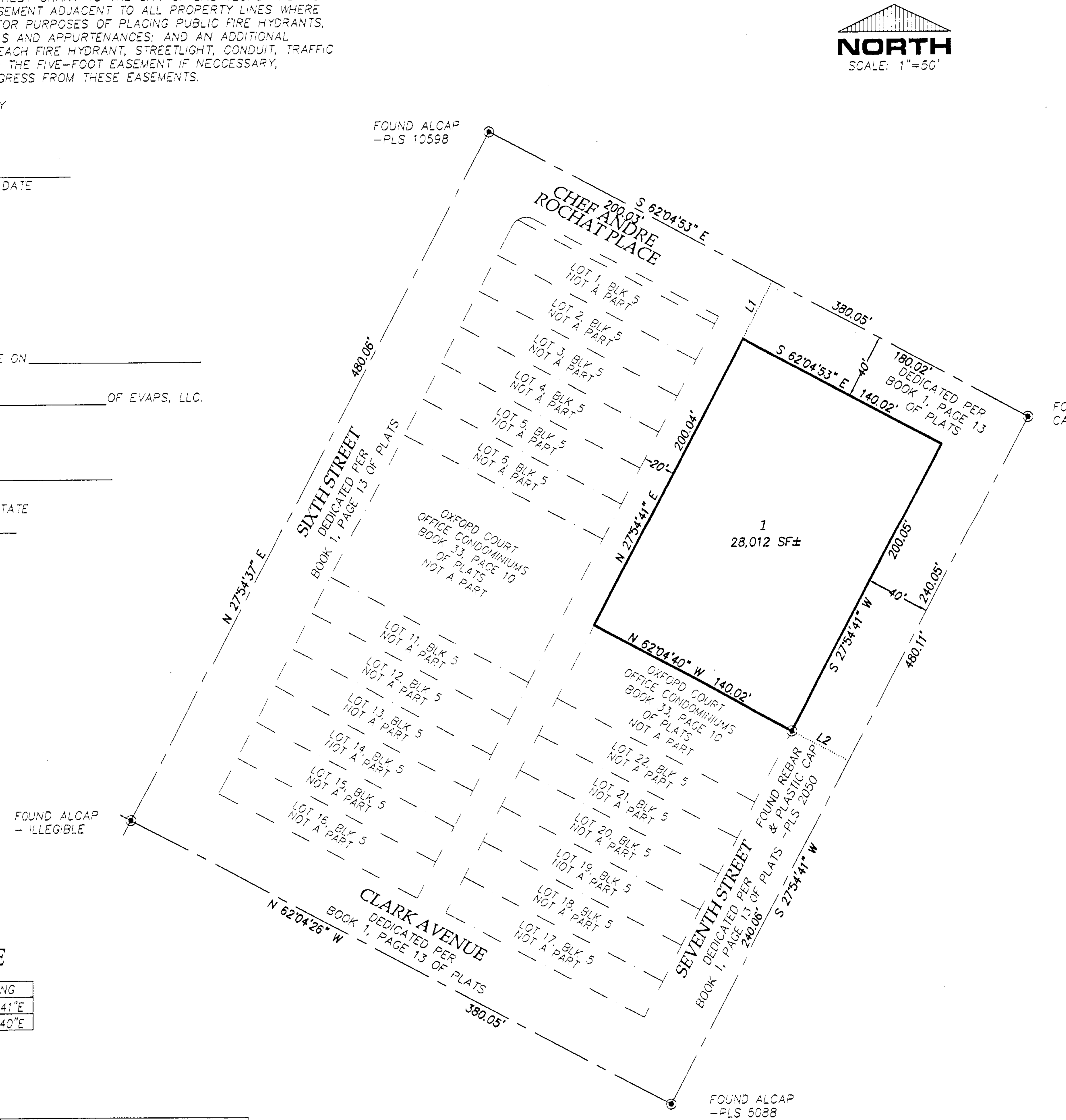
ACKNOWLEDGMENT

STATE OF ________________
SS.
COUNTY OF ________________

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON____________________

BY__________________AS THE__________________OF EVAPS, LLC.

BY:
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY COMMISSION EXPIRES:________________



LINE TABLE

LINE	LENGTH	BEARING
L1	40.00'	N27°54'41"E
L2	40.00'	S62°04'40"E

LEGEND

———————	PARCEL BOUNDARY LINE
— — — —	STREET CENTERLINE
— — — — —	ADJOINING LOT LINE
1	PARCEL NUMBER – 1 LOT
⦿	FOUND MONUMENT AS SHOWN AND DESCRIBED
L1	LINE NUMBER

DIRECTOR OF PLANNING AND DEVELOPMENT

THIS IS TO CERTIFY THAT THE DEPARTMENT OF PLANNING AND DEVELOPMENT, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, ON THIS ______ DAY OF __________, 201__, DID APPROVE THIS MAP FOR THE PURPOSES OF LAND DIVISION.

M. MARGO WHEELER, AICP
DEPARTMENT OF PLANNING AND DEVELOPMENT
CITY OF LAS VEGAS

CITY SURVEYOR'S CERTIFICATE

I, ALAN R. RIEKKI, CITY SURVEYOR FOR THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PARCEL MAP, MERGER AND RESUBDIVISION AND THAT IT IS TECHNICALLY CORRECT.

ALAN R. RIEKKI, PLS — DATE
CITY SURVEYOR, CITY OF LAS VEGAS
NEVADA CERTIFICATE NO. 12469

SURVEYOR'S CERTIFICATE

I, STEVEN M. DUMOVICH, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF NEVADA, AS AN AGENT FOR TANEY ENGINEERING INC., DO HEREBY CERTIFY THAT;

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF EVAPS, LLC.

2. THE LANDS SURVEYED LIE WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AND WAS COMPLETED ON JUNE 3, 2010.

3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED.

4. THE MONUMENTS DEPICTED HEREON ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

STEVEN M. DUMOVICH
PROFESSIONAL LAND SURVEYOR
NEVADA CERTIFICATE NO. 14347

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
STEVEN M. DUMOVICH
Exp. 12-31-10
No. 14347

6/9/10

BASIS OF BEARINGS

SOUTH 27°54'41" WEST, BEING THE CENTERLINE OF SEVENTH STREET BETWEEN CHEF ANDRE ROCHAT PLACE AND CLARK STREET AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN FILE 67, PAGE 79 OF SURVEYS.

COUNTY RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX. N.R.S. 278.5695.

PMP-XXXX

PARCEL MAP

THE MERGER & RESUBDIVISION OF LOTS 25 THROUGH 32, INCLUSIVE, IN BLOCK 5 OF WARDIE ADDITION TO LAS VEGAS AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 1, PAGE 13 OF PLATS, LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

TANEY ENGINEERING
6030 S. JONES BLVD., STE. 100
LAS VEGAS, NEVADA 89118
(702) 362-8844 FAX:(702) 362-5233

OFFICIAL RECORDS BOOK NO.

INSTRUMENT NO. __________
FILED AT THE REQUEST OF
TANEY ENGINEERING

DATE ________ AT ________

FILE ________ PAGE ________
OF PARCEL MAPS

CLARK COUNTY, NEVADA RECORDS
DEBBIE CONWAY – RECORDER

FEE $________ DEPUTY________

SHEET 1 OF 1

Memorandum
Planning and Development

To: Shaelyn Sandoval

From: Jim Marshall, AICP – Senior Planner

Date: June 25th, 2010

Re: PMP-38638 – Chef Andre Rochat Place & 7th Street

The Planning and Development Department staff has administratively CONDITIONALLY APPROVED your request for technical review of the subject parcel map, subject to the changes and corrections noted as follows:

1. Enter the parcel file number "PMP-38638" above the signature block in the lower right-hand corner.
2. Please revise the Planning and Development's signature block as follows:

   "I CERTIFY THAT THE DIRECTOR OF PLANNING AND DEVELOPMENT, ON THE _______ DAY OF ___________, DID APPROVE THIS MAP IN ACCORDANCE WITH NRS 278.010 TO 278.630 INCLUSIVE, FROM THE PURPOSE OF REVERTING TO ACREAGE THE PROPERTY DESCRIBED HEREIN.

   ______________________________ ______________

   M. MARGO WHEELER, AICP DATE
   DIRECTOR OF PLANNING AND DEVELOPMENT
   CITY OF LAS VEGAS

You need not submit a revised map prior to Mylar map submittal, provided these changes are incorporated. If you have any questions concerning these changes, please contact me.

____

Jim Marshall, AICP
Senior Planner

Pc: Alan Riekki, City Surveyor

Memorandum

City of Las Vegas
Department of Public Works
Development Coordination

To: Department of Planning and Development
From: Bart Anderson, Manager, Development Coordination, Department of Public Works BA
CC: Nancy Almanzan, Right-of-Way; Tom Hayes, Land Development; O. C. White, Traffic Engineering; Alan Riekki, Survey (FM, PM, & A's only)
Date: July 6, 2010
Re: **PMP-38638** EVAPS, LLC SWC corner of Chef Andre Rochat Pl. & 7th St.
Request for a Merger and Resubdivision Parcel Map

CONDITIONS OF APPROVAL:

1. Dedicate a 10 foot radius on the southwest corner of Chef Andre Rochat Place and 7th Street.

2. Revise the owner's certificate to include the dedication of right-of-way to the City of Las Vegas.

3. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

4. Landscape and maintain all unimproved right-of-way on 3rd Street adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

5. Submit an Encroachment Agreement for all landscaping and private improvements, if any, located in the 3rd Street public right-of-way adjacent to this site prior to occupancy of this site.

6. Provide "PMP-38638" on Sheet 1 above the recording information.

7. Prior to the recordation of this parcel map, all requirements must be complied with or such future compliance must be guaranteed by an approved performance security method(s) in accordance with City of Las Vegas Municipal Code Sections 18.14.020 and 18.14.030.

8. These conditions of approval are valid only for a period of one year. The City of Las Vegas reserves the right to modify or add conditions of approval if this parcel map is not recorded within one year of the date of this memo. Construction plans approved subsequently are valid only for a one year period following the date of this memo unless Public Works allows the plans to be valid for a longer period of time

Memoranaum

Depa..nent of Public Works
City Engineer Division
Survey Section
Phone (702) 229-6217
Fax (702) 804-8582
www.lasvegasnevada.gov

To: STEVEN M DUMOVICH PLS
TANEY ENGINEERING

From: **Alan R. Riekki, PLS**
City Surveyor

CC: **Nathan Goldberg**
Planning and Development

Date: July 01, 2010

RE: 38638 PARCEL MAP CHEF ANDRE ROCHAT PLACE & 7TH STREET

Attached is a redlined drawing delineating comments from Survey review. THE REDLINED PRINT MUST BE RETURNED TO SURVEY ALONG WITH A CORRECTED DRAWING FOR APPROVAL.

PLEASE NOTE: These comments are for Survey review only. Please do not submit the mylar to Land Development, Public Works Department, untl the map is also in compliance with the comments from Public Works noting the conditions of approval.

COMMENTS:

397545 SURVEY
Per Title 18, please set monuments at the corners of your boundary
Per Right-of-Way comments, please dedicate a 10 ft. spanular area at the corner of Chef Andre Rochat and Seventh St. This will change your right-of-way dimensions in this area. Please advise as necessary.

TRANSMISSION VERIFICATION REPORT

TIME : 06/25/2010 10:16
NAME :
FAX :
TEL :
SER.# : BROB7J613436

DATE,TIME	06/25 10:16
FAX NO./NAME	8048582
DURATION	00:00:18
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM

CITY OF LAS VEGAS

FAX

PLANNING & DEVELOPMENT

DATE: 6-25-10

NO. OF PAGES: 2
(Including this sheet)

TO: Alan Riekki, city Surveyor
804-8582

FROM: Jim Marshall, Senior Planner

731 South Fourth Street
Las Vegas, Nevada 89101

702-229-6301 FAX: 702-385-7268

SUBJECT: Reversionary Parcel Map - Chef Andre Rochat Place & 7th
PMP-38138

TRANSMISSION VERIFICATION REPORT

TIME : 06/25/2010 10:15
NAME :
FAX :
TEL :
SER.# : BROB7J613436

DATE,TIME	06/25 10:14
FAX NO./NAME	3625233
DURATION	00:00:40
PAGE(S)	02
RESULT	OK
MODE	STANDARD

CITY OF LAS VEGAS

FAX

PLANNING & DEVELOPMENT

DATE: 6-25-10

NO. OF PAGES: 2
(Including this sheet)

TO: Taney Engineering
362-5233

FROM: Jim Marshall
Senior Planner

731 South Fourth Street
Las Vegas, Nevada 89101

702-229-6301 FAX: 702-385-7268

SUBJECT: Reversionary Parcel Map- Chef Andre Rochat Place & 7th
PMP- 38639

CITY OF LAS VEGAS
REQUEST FOR COMMENTS

DEVELOPMENT SERVICES CENTER **CASE PLANNING DIVISION**	**DATE** **06/23/10**

TO:

SO.NEVADA HEALTH DISTRICT	**DANIEL LaRUBIO JR.**
FIRE PREVENTION	**OZZIE MIRKHAH**
FIRE SERVICES\COMMUNICATIONS	**SHARON OZUNA**

SUBJECT PARCEL MAP – **PMP-38638**

PMP-38638 - CHEF ANDRE ROCHAT PLACE & 7TH STREET - APPLICANT/OWNER: EVAPS, LLC - This is a request for a Parcel Map review for a REVERSION TO ACREAGE of approximately 0.65 acres at the southwest corner of Chef Andre Rochat Place and 7th Street (APNs 139-34-710-030 through 032), C-1 (Limited Commercial) Zone, Ward 3 (Reese).

PETER LOWENSTEIN, AICP, PLANNING SUPERVISOR
DEVELOPMENT SERVICES CENTER.
CASE PLANNING DIVISION
731 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101

***RETURN COMMENTS ON OR BEFORE* - JUNE 30, 2010**

ATTACHMENT: MAP

INTEROFFICE MEMORANDUM
REQUEST FOR COMMENTS

DEVELOPMENT SERVICES CENTER CASE PLANNING DIVISION	DATE 06/23/10

TO:

DEVELOPMENT COORDINATION	ROGER BAILEY
FLOOD CONTROL	ALBERT SUNG
RIGHT-OF-WAY	MARY WULFF
SANITARY SEWERS	JOE PEÑA
ELECTRICAL SERVICES	REBECCA WHITLOCK
LAND DEVELOPMENT	DAVID GUERRA
SURVEY	ALAN R. RIEKKI
SPECIAL IMPROVEMENT DISTRICT 420 NORTH 4TH ST.	PATRICK MURPHY
TRAFFIC ENGINEERING	RICK SCHRODER

SUBJECT PARCEL MAP – **PMP-38638**

PMP-38638 - CHEF ANDRE ROCHAT PLACE & 7TH STREET - APPLICANT/OWNER: EVAPS, LLC - This is a request for a Parcel Map review for a REVERSION TO ACREAGE of approximately 0.65 acres at the southwest corner of Chef Andre Rochat Place and 7th Street (APNs 139-34-710-030 through 032), C-1 (Limited COmmercial) Zone, Ward 3 (Reese).

PLEASE RETURN ANY COMMENTS TO:

ROGER BAILEY, SR. ENGINEERING ASSOCIATE
ENGINEERING/PLANNING DIVISION
DEPARTMENT OF PUBLIC WORKS

RETURN COMMENTS ON OR BEFORE - JUNE 30, 2010

ATTACHMENTS: APPLICATION, DEED & MAP

City of Las Vegas
400 Stewart Ave
Las Vegas, NV 89101-2927

PMP Application

Report Date 06/22/2010 03:08 PM Submitted By

A/P # 38638 PARCEL MAP

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	06/21/2010 10:54	984662	Temp COO		
Approved			COO Issued		
Final			Expires		

Associated Information

Type of Work			# Plans	0
Dept of Commerce			# Plans	0
Priority		☒ Auto Reviews	Bill Group	

Valuation

Declared Valuation	0.00
Calculated Valuation	0.00
Actual Valuation	0.00

Description of Work

PMP-38638 - CHEF ANDRE ROCHAT PLACE & 7TH STREET - APPLICANT/OWNER: EVAPS, LLC - This is a request for a Parcel Map review for a REVERSION TO ACREAGE of approximately .65 acres at the Southwest corner of Chef Andre Rochat Place and 7th Street (APN 139-34-710-030 through 032), C-1 (Limited COmmercial) Zone, Ward 3 (Reese).

Parent A/P #
Project # 38638 Project/Phase Name CHEF ANDRE ROCHAT PLACE & 7TH Phase #
Size/Area 0.65 ACRE Size Description Subdivision Code
Proposed Start Proposed Stop % Completed 0.00
% Complete Formula

Property/Site Information

Parcel 13934710030

Location

Owner/Tenant

Contact ID AC1756712 Name EVAPS L L C
Mailing Address 400 S 4TH ST., STE #600 Organization
City LAS VEGAS State/Province NV
ZIP/PC 89101-6205 Country ☐ Foreign
Day Phone (702)403-1575 x Evening Phone
Fax Mobile #

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

No Addresses are linked to this Application

A/P Addresses

No Other Addresses are associated to this Application

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

13934710030
13934710031
13934710032
13934710033

Applicants/Contacts

Primary N | Capacity APPL | Contact ID AC1756712 ☐ Foreign
Effective | Expire
Name EVAPS L L C
Day Phone (702)403-1575 x | Eve Phone | Organization
Pager | PIN # | Position
Fax | Mobile | Profession
E-Mail
Address 400 S 4TH ST., STE #600
LAS VEGAS, NV 89101-6205
Seasonal Addr

Valid From | To
Comments Scott Brown

Primary N | Capacity OTHER | Other REP | Contact ID AC881313 ☐ Foreign
Effective | Expire
Name SHAELYN SANDOVAL TANEY ENGINEERING
Day Phone (702)362-8844 x | Eve Phone | Organization
Pager | PIN # | Position
Fax (702)362-5233 | Mobile | Profession
E-Mail
Address 6030 S JONES BLVD #100
LAS VEGAS, NV 89118
Seasonal Addr

Valid From | To
Comments SHAELYN SANDOVAL IS THE CONTACT.

Primary Y | Capacity OWNER | Contact ID AC1756712 ☐ Foreign
Effective | Expire
Name EVAPS L L C
Day Phone (702)403-1575 x | Eve Phone | Organization
Pager | PIN # | Position
Fax | Mobile | Profession
E-Mail
Address 400 S 4TH ST., STE #600
LAS VEGAS, NV 89101-6205
Seasonal Addr

Valid From | To
Comments No Comments

Contractors

No Contractors

Project #	A/P Type	Status	Stage	Relation

No children exist for this project

Planning Condition	Description	Effective	Expire	Comments

There is no planning condition for this project.

PARCEL MAP

Type of Map REVERSIONARY

CLV Drawing #

N Parent Project link required? N Is this a Residential Subdivision?

Flood Study required? Traffic Study required?

Covenant Running with Land Required?

Blueline Process

1 # of Residential/Commercial Lots

0 # of Common Element Lots

06/21/2010 Blueline Submitted

06/21/2010 Blueline Accepted for Processing

Mylar Process

0 # of Residential/Commercial Lots

0 # of Common Element Lots

Mylar Submitted

Mylar Accepted for Processing

Mylar Comments Sent

Mylar Released for Recordation

Street Name Has Been Changed

Recordation Information

Date At 00:00

Subdivision Code (File and Page)

Template Type	A/P #	A/P Type	Status	Stage
No children exist for this project				

Employee Employee ID	Last	First	MI	Comments
982721	LOWENSTEIN	PETER	D	XT 4693

Log Action Comments	Description	Entered By	Start	Stop	Hours
PAYMNT	CO NAME WHO PICKED UP CONTACT#	890381	06/21/2010 10:59		0.00
DOUG KROSBAKKEN; EVAPS LLC; CK#1006; 702-362-8844;					

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

RECEIVED JUN 21 2010

Application/Petition For: Parcel Map

Project Address (Location) Seventh Street & Chef Andre

Project Name Seventh Street & Chef Andre Rochat Office **Proposed Use** ____

Assessor's Parcel #(s) 139-34-710-030,031,032,033 **Ward #** 3

General Plan: existing C proposed ____ **Zoning:** existing C-1 proposed ____

Commercial Square Footage ____ **Floor Area Ratio** ____

Gross Acres .65 **Lots/Units** ____ **Density** ____

Additional Information ____

PROPERTY OWNER EVAPS LLC **Contact** Scott Brown

Address 400 S. Fourth Street, Ste 600 **Phone:** 403-1575 **Fax:** 403-1575

City Las Vegas **State** NV **Zip** 89101

E-mail Address Scott@DesignCell.cc

APPLICANT EVAPS, LLC **Contact** Scott Brown

Address 400 S. Fourth Street, Ste 600 **Phone:** 403-1575 **Fax:** 403-1575

City Las Vegas **State** NV **Zip** 89101

E-mail Address Scott@DesignCell.cc

REPRESENTATIVE Taney Engineering **Contact** Shaelyn Sandoval

Address 6030 S. Jones **Phone:** 362-8844 **Fax:** 362-5233

City Las Vegas **State** NV **Zip** 89118

E-mail Address Shaes@taneycorp.com

Property Owner Signature* ____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robert T. Bower

Subscribed and sworn before me

This 16 day of June, 2010.

Kathryn D. Hardesty

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KATHRYN D. HARDESTY
Appt. No. 92-0380-1
My Appt. Expires July 28, 2012

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	PMP 38638
Meeting Date:	NA
Total Fee:	$300.–
Date Received:*	6.21.10
Received By:	VFA

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

RECEIVED JUN 2 1 2010

Case Number: ____________ APN: 139-34-710-030,031,032,033

Name of Property Owner: EVAPS, LLC

Name of Applicant: EVAPS, LLC

Name of Representative: Taney Engineering, INC.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: ____________

Partner(s): ____________ ____________

APN: ____________

Signature of Property Owner: ____________

Print Name: Robert T. Kocur

Subscribed and sworn before me

This 16 day of June, 2010

Kathryn D. Hardesty

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KATHRYN D. HARDESTY
Appt. No. 92-0380-1
My Appt. Expires July 30, 2012

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

RECEIVED JUN 21 2010

PARCEL MAP CHECKLIST

A. PLEASE COMPLETE THE FOLLOWING:

1. Does the land front on a public (dedicated) street? X Yes ____ No
2. List the names of public access streets between this property and the nearest major streets: CHEF ANDRE ROCHAT & SEVENTH ST.
3. Describe the existing improvements and/or condition of streets in item #2 above: CURB, GUTTER & A/C PAVEMENT
4. Describe how water service will be provided to this land. If water service is to be provided by a public agency, indicate the agency name and location of nearest existing waterline: LVVWD
5. Will property be serviced by the City Sanitary Sewer System? X Yes ____ No
6. Is immediate development proposed on the parcels of land to be created: X Yes ____ No

   If yes, on which Parcel (#1, #2, etc.)? ____

   If yes, indicate type of development and anticipated date construction will commence: ____

PARCEL MAP CONTENTS

- ☑ Certificate of ownership and easement dedication, dedicating easements, alleys, streets, highways or other public rights-of-way as shown on the map.
- ☑ Certificate of land surveyor, signed and sealed by a professional land surveyor who is responsible for the survey.
- ☑ All monuments found, set, reset, replaced or removed, describing kind, size and location, and other data relating thereto.
- ☑ Bearing witness monuments, basis of bearings, bearing and length of lines and scale of map.
- ☑ Name and legal description of tract in which survey is located and ties to adjoining tracts.
- ☑ Existing easements granted or dedications made within one hundred fifty (150) feet of the parcel boundaries.
- ☑ Street names, location and width of existing and proposed rights-of-way to serve as access for the parcels, up to a minimum of one hundred fifty (150) feet from boundary of proposed division, and access streets connecting development to existing dedicated streets.
- ☑ Existing and proposed street names.
- ☑ Survey analysis sufficient to delineate boundary controlling monuments.
- ☑ Assessor's Parcel Number of all adjoining properties.
- ☑ A legend to denote the meaning of all symbols utilized.

NOTE: A parcel map approved by the City of Las Vegas is not in effect until such time as it is officially recorded by the County Recorder's Office. Only after this has been done and one copy of the recorded map has been filed with the Department of Planning and Development will building permits be issued.

Inst #: 201003020003100
Fees: $16.00 N/C Fee: $0.00
RPTT: $3825.00 Ex: #
03/02/2010 02:31:15 PM
Receipt #: 253602
Requestor:
NOBLE TITLE
Recorded By: MGM Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

Assessor Parcel No. **139-34-710-030**
139-34-710-031
139-34-710-032
139-34-710-033
Return when recorded and mail tax statement to:
EVAPS, LLC
400 S. Fourth Street, Suite 600
Las Vegas, Nevada 89101

Noble Title Escrow No: **08024-0210PG**

R.P.T.T. $3,825.00

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH THAT FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Clark County Credit Union, Organized and existing under the laws of Nevada

does hereby GRANT, BARGAIN, SELL and CONVEY to

EVAPS, LLC, a Nevada Limited Liability Company

all that real property situated in the Clark County, Nevada, described as follows:

The legal description of the real property is attached hereto as Exhibit A which is made a part hereof.

Commonly known as: 400-410 S. Seventh Street, Las Vegas, NV 89101

Subject to:

1. All general and special taxes for the current fiscal year 09/10
2. Covenants, conditions, restrictions, reservations, rights, rights of way, and easements now of record.

TOGETHER with all tenements, hereditaments, and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, tents, issues or profits thereof.

Executed as of 2-26-10.

Clark County Credit Union, Organized and existing under the laws of Nevada

BY: Wayne Tew
Wayne Tew, President
Wayne Tew

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

Before me, the undersigned, a Notary Public for the County of Clark, State of Nevada, personally appeared Wayne Tew, as President of Clark County Credit Union, known to me to be the persons whose names are subscribed to the foregoing Grant, Bargain and Sale Deed, and they acknowledged that they executed the same for the purposes therein contained and in the capacities so designated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on 2-26-10.

Jayme Wadsworth
Notary Public Jayme Wadsworth

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
JAYME WADSWORTH
Appt. No. 01-66481-1
My Appt. Expires July 28, 2012

01-66481-1
Exp: 7-28-2012

Exhibit A

LOTS TWENTY-FIVE (25) AND TWENTY-SIX (26) IN BLOCK FIVE (5) OF WARDIE ADDITION TO LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 13, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

APN: 139-34-710-030

LOTS TWENTY-SEVEN (27) AND TWENTY-EIGHT (28) IN BLOCK FIVE (5) OF WARDIE ADDITION TO LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 13, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

APN: 139-34-710-031

LOTS TWENTY-NINE (29) AND THIRTY (30) IN BLOCK FIVE (5) OF WARDIE ADDITION TO LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 13, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

APN: 139-34-710-032

LOTS THIRTY-ONE (31) AND THIRTY-TWO (32) IN BLOCK FIVE (5) OF WARDIE ADDITION TO LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 13, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

APN: 139-34-710-033

TOGETHER WITH THAT PORTION OF LAND AS VACATED IN THE ORDER OF VACATION RECORDED JUNE 2, 2003 IN BOOK 20030602 A5 DOCUMENT NO. 01952 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor's Parcel Number(s)
   a. 139-34-710-030
   b. 139-34-710-031
   c. 139-34-710-032
   d. 139-34-710-033
2. Type of Property
   a. [X] Vacant Land b. [X] Single Family
   c. [ ] Condo/Townhouse d. [ ] 2-4 Plex
   e. [ ] Apartment Building f. [ ] Commercial/Industrial
   g. [ ] Agricultural h. [ ] Mobile Home
   Other ________

FOR RECORER'S OPTIONAL USE ONLY
Book:________ Page:________
Date of Recording:__________
Notes:

3. Total Value/Sales Price of Property: $ 750,000.00
   Deed in Lieu of Foreclosure Only (Value of Property): $ ________
   Transfer Tax Value: $ 750,000.00
   Real Property Transfer Tax Due: $ 3,825.00

4. If Exemption Claimed
   a. Transfer Tax Exemption, per NRS 375.090, Section ________
   b. Explain Reason for Exemption: ________

5. Partial Interest – Percentage being Transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature ________ Capacity Grantor

Signature ________ Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Clark County Credit Union	Print Name: EVAPS, LLC
Address: PO Box 36490	Address: 400 S. Fourth Street, Suite 600
City/State/Zip: Las Vegas, NV 89133-6490	City/State/Zip: Las Vegas, Nevada 89101

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

NOBLE TITLE
4670 SOUTH FORT APACHE ROAD #180
LAS VEGAS, NV 89147

ESCROW NUMBER: 08024-0210PG
ESCROW OFFICER: Pat Goble

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

RECEIVED
JUN 2 1 2010

OPERATING AGREEMENT

OF

EVAPS, LLC

A Nevada Limited Liability Company

This operating agreement is hereby established, this the 23 day of February, 2010, by Robert Eglet, Tracy Eglet, Robert Vannah, Robert Adams, Dennis Prince and Ralph Schwartz (Hereinafter "Members" and Individually as "Member")

The Initial Members contemplate that additional members may join the limited liability company in the future, and the following Operating Agreement has therefore been developed.

ARTICLE 1
Formation of Limited Liability Company

1.1 **Organization.** The Initial Members hereby organizes the limited liability company, EVAPS, LLC subject to the provisions of the Nevada Limited Liability Company Act as currently in effect (the "Act"). It is the desire and intent of the Initial Members that the Company be treated as an "S" corporation for purposes of federal and state income taxation. To the extent permitted by law, the terms of this Operating Agreement shall control if there is a conflict between state law and this Agreement.

1.2 **Filing.** The Initial Members have caused Articles of Organization that comply with the requirements of the Act to be properly filed with the Nevada Secretary of State on the _______ day of February, 2010. In connection with this Operating Agreement, the Initial Members shall execute such further documents (including amendments to the Articles of Organizations) and take such further action as is appropriate to comply with the limited liability company laws in all states and counties where the Company may conduct its business.

1.3 **Name.** The name of the Company shall be **EVAPS, LLC**.

1.4 **Registered Office, Registered Agent.** The location if the residenyt agent of the Company shall be **400 South Fourth Street, Suite 600, Las Vegas, Nevada 89101** and thereafter at such other location as the Initial Member may designate. The Company's Resident Agent as such address shall be **Robert T. Eglet**

1.5 **Purpose and Scope of Business.** The business of the Company shall be:

(a) to acquire property, develop and operate a commercial office building which will be occupied by the members respective law firms.

(b) To conduct or promote any lawful business or purposed that a limited liability company is legally allowed to conduct or promote, within this state or any other jurisdiction.

(c) to accomplish any of the foregoing purposed for its own account or as nominee, agent, or trustee for others.

1.6 **Principle Place of Business.** The location of the principle place of business of the Company shall be at 400 South Fourth Street, Suite 600, Las Vegas, Nevada 89101 or at such other places as the Initial Members from time to time may select.

1.7 **Duration.** The Company will commence business as of the date of filing its Articles of Organization abd will continue in perpetuity.

1.8 **Fiscal Year.** The Company's fiscal and tax year shall end December 31.

ARTICLE II
Members

2.1 **Initial Members.** The Initial Members of the Company Are:

Robert T. Eglet
400 S. Fourth Street, Suite 600
Las Vegas, NV 89101

Tracy A. Eglet
400 S. Fourth Street, Suite 600
Las Vegas, NV 89101

Robert D. Vannah
400 S. Fourth Street, Suite 600
Las Vegas, NV 89101

Robert M. Adams
400 S. Fourth Street, Suite 600
Las Vegas, NV 89101

Dennis Prince
3230 S. Buffalo Drive, Suite 108
Las Vegas, NV 89117

Ralph A. Schwartz
900 S. Fourth Street, Suite 212
Las Vegas, NV 89101

2.2 **Additional Members:** The first new member, or new members, if several are to be added simultaneously, may be admitted only on the approval of the Initial Members. Following the addition of a Member or Members, further new Members may be admitted only on consent of a majority of the existing Members and upon compliance with the provisions of this Operating Agreement.

ARTICLE III
Management

3.1 **Management.** The Initial Members shall manage the Company, and shall have authority to take all necessary and proper actions to control, manage, direct or operate the Company's affairs and shall have the power to bind the Company. Anyone authorized by the Initial Members may take any authorized action on behalf of the Company

ARTICLE IV
Contributions, Profits, Losses and Distributions

4.1 **Interests of Members**. Each member shall own a percentage interest of the Company. The Members's percentage interest shall be based on the amount of the cash or other property that the Member has contributed to the Company and that percentage interest shall control the Member's share of profits, losses and distributions from the Company.

4.2 **Initial Contribution**. The initial contribution of the Initial Members is $750,000.00, in cash and debt representing a 100% interest in the company.

4.3 **Additional Contributions.** In the event additional Members are added, upon a majority vote, the Members may be called upon to make additional cash and/or debt contributions as may be necessary to carry on the Company's business. The amount if any additional cash or debt contributions shall be based on the Member's then existing percentage interest. To the extent a Member is unable to meet a cash call, the other Member can contribute the unmet call on a pro rata basis based on the Members' percentage interest at the time, and the percentage interest of each Member will be adjusted accordingly.

4.4 **Record of Contributions/Percentage Interests.** A record shall be kept of all contributions to, and percentage interests in, the Company. This Operating Agreement, and amendment(s) to this Operating Agreement, and all Resolutions of the Members of the Company shall constitute the record of the Members of the Company and of their respective interests therein.

4.5 **Profits and Losses.** The profits and losses and all other tax attributes of the Company shall be allocated to the Initial Members until such time as additional members are added at which time, the profits and losses and all other tax attributes shall be allocated to the Members on the basis of the Members' percentage interests in the Company.

4.6 **Distributions.** Any Distributions of cash or other assets of the Company (other than in the dissolution of the Company) shall be made in the total amounts and the times as determined by a majority ofthe Initial Members. Should additional members be added, distributions of cash or the other assets of the Company (other that in dissolution of the Company) shall be made in the total amounts, and that the times as determined by a majority of the Members. Any such distributions shall be allocated among the Members on the basis of the Members' percentage interest in the Company.

4.7 **Changes in Interest.** In the event additional Members are added, and during any year there is a change in a Member's percentage interest, the Member's share of profits and losses and distributions in the year shall be determined by taking into account the varying interests during the fiscal year.

ARTICLE V
VOTING, CONSENT TO ACTION

5.1 **Voting by Members.** Until such time as additional Members are added, all decisions will be made by the Initial Members. Should additional members be added, each Members shall be entitled to vote. Voting shall be based on the percentage interest owned by each Member and the action may be taken with or without a meeting.

5.2 **Majority Defined.** As used throughout the Agreement, the term "majority" of the Members shall mean a majority of the ownership interest of the Company as determined by the records of the Company on the date of the action. For example, if one Member with a 51% interest votes for passage, and five Members with a combined 49% interest vote against passage, the majority has voted for passage because 51% of the ownership has voted for passage. Similarly, a reference to a percentage of the Members, for example: "75% of the Members," shall mean a percentage of the ownership interest in the Company.

5.3 **Majority Required.** Should additional Members be added, any action that requires the vote or consent of the Members may be taken upon a majority vote of the Members, based on the Members' percentage of interests unless unanimous consent is required by this Operating Agreement.

5.4 **Meetings- Written Consent.** Action of the Members or Officers may be accomplished with or without a meeting. If a meeting is held, evidence of the action shall be by Minutes or Resolution reflecting the action of the Meeting, signed by a majority of the members. Action without a meeting may be evidence by a written consent signed by a majority of the Members.

5.5 **Meetings.** Meeting of the Members shall be held as determined by the Members or as may be called by a majority of the Members, or if a Manager is selected, then by the Manager of the Company.

ARTICLE VI
DISSOCIATION OF MEMBERS

6.1 **Termination of Membership.** A Member's interest in the Company shall cease upon the occurrence of one or more of the following events:

(a) A Member withdraws by giving the Company thirty (30) days written notice in advance of the withdrawal date. Withdrawal by a Member is not a breach of this Operating Agreement.

(b) A Member assigns all of his/her interest (and not merely a partial interest) to a qualified third party.

(c) A Member dies.

(d) There is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his/her estate.

(e) In the case of dissolution of an entity member, the distribution upon dissolution of the entity's entire interest in the Company.

(f) A member, without the consent of a majority of the Members: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated as bankrupt or insolvent; (4) files a petition or answer seeking for himself/herself a reorganization; arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him/her in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the member or of all or any substantial part of his/her properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the Company.

(g) If within one hundred twenty (120) days after commencement of any action against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the action has not been dismissed and/or has not been consented to by a majority of the Members.

(h) If within ninety (90) days after the appoinment, without a Member's consent or acquiescence, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties, said appointment is not vacated or within ninety (90) days after the expiration of any stay, the appointment is not vacated and/or has not been consented to by a majority of the Members.

(i) Any of the events provided in applicable provisions of state or federal law that are not consistent with the dissolution events identified above.

6.2 **Effect of Dissociation.** Any dissociated Member shall not be entitled to received their fair value of his Company's interest solely by virtue of his dissociation. A dissociated Member that still owns an interest in the Company shall be entitled to continue to receive such profits and losses, to receive such distribution or distributions, and to receive such allocation of income, gain, loss, deduction, credit or similar items to which he would have been entitled if still a Member. For all other purposes, dissociated Member shall no longer be considered a Member and shall have no rights of a Member.

Article VII
Restrictions of Transferability of Company Interest; Set Price for Company Interest

7.1. **Company Interest.** The Company interest is personal property and the Member has an interest in the property owned by the Company.

7.2. **Encumbrance.** A Member can encumber his/her Company interest by a security interest or other form of collateral only with the consent of a majority of the other Members.

7.3. **Sale of Interest.** A Member can sell his/her Company interest only as follows:

(a) Should a Member desire to sell his/her interest, in whole or in part, he/she shall give written notice to the Company of his/her desire to sell all or part of his/her interest and must first offer the interest to the Company. The Company shall have the option to buy the offered interest at the then existing Set Price as provided in this Operating Agreement. The Company shall have thirty (30) days from the receipt of the assigning Member's notice to give the assigning Member written notice of its intention to buy all, some, or none of the offered interest. The decision to buy shall be made by a majority of the other Members. Closing on the sale shall occur within (60) days from the date that the Company gives written notice of its intention to buy. The purchase price shall be paid in cash at closing.

(b) To the extent the Company does not buy the offered interest of the selling Member, the other Members shall have the option to buy the offered interest at the Set Price on a pro rata basis based on the Members' percentage of interests at the time. If a Member does not desire to buy up to his/her proportional part, the other Members can buy the remaining interest on the same pro rata basis. Members shall have fifteen (15) days from the date the Company gives its written notice to the selling Member to give the selling Member notice in writing of their intention to buy all, some, or none of the offered interest. Closing on the sales shall occur within sixty (60) days from the date that the Members give written notice of their intention to buy. The purchase price from each purchasing Member shall be pain in cash at closing.

(c) To the extent the Company or the Members do not buy the offered interest, the selling Member can then assign the interest to a non-Member. The selling Member must close on the assignment within ninety (90) days of the date that he/she gives notice to the Company. If he/she does not close by that time, he/she must again give the notice and options to the Company and the Company's Members before he/she sells the interest.

(d) A non-Member purchaser of a Member's interest cannot purchase any rights of the Member unless a majority of the remaining Members consent to him/her becoming a Member. The non-Member purchaser will be entitled, however, to share in such profits and losses, to receive contributions, and to receive such allocation of income, gain, loss, depreciation, and/or similar items to which the selling Member would be entitled to the extent of the interest assigned, and will be subject to calls for contributions subject to the terms of this Operating Agreement. The purchaser, by purchasing the selling Member's interest, shall be subject to all the terms of this Operating Agreement.

7.4. **Set Price.** The Set Price for purposes of this Operating Agreement shall be the price fixed by consent of a majority of the Members. The Set Price shall be memorialized and made a part of the Company's records. The initial Set Price for each Member's interest is the amount of the Member's contribution(s) to the Company, as updated in accordance with the terms hereof. Any future changes in the Set Price by the Members shall be based upon net equity in the assets of the Company (fair market value of the assets less outstanding indebtedness), considering the most recent appraisal obtained by the Company for its assets, as may be adjusted by the Members in their discretion. The initial Set Price shall be adjusted upon demand by a Member but not more than once a year unless all Members consent. The basis for determining the Set Price shall remain in effect until changed by consent of a majority of the Members. The Members will consider revising the basis for determining the Set Price at least annually.

Article VIII
Obligation to Sell on a Dissociation Event Concerning a Member

8.1. **Dissociation.** Except as otherwise provided, upon the occurrence of a dissociation event with respect to a Member, the Company and the remaining Members shall have the option to purchase the dissociated Member's interest at the Set Price in the same manner as provided herein and as if the dissociated Member had notified the

Company of his/her desire to sell all of his/her Company interest. The date the Company received notice as provided herein triggering the options shall be deemed to be the date that the Company receives actual notice of the dissociation event.

Article IX
Dissolution

9.1. **Termination of the Company.** The Company will be dissolved and its affairs wound up only upon such a decision by the Initial Members, provided no new Members have been added, or upon the written consent of seventy-five percent (75%) of all Members should additional Members be added.

9.2. **Final Accounting.** Upon the Company's dissolution and the failure of the remaining Members to continue the Company as provided in this Agreement, the Manager or, if none, some person selected by a majority in number of the Members shall act as liquidator to wind up the Company. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the Company's affairs in an orderly and prudent manner. The liquidator shall distribute all proceeds from liquidation to the Members in proportion to their respective interests in the Company.

Liquidating distributions shall be made in accordance with the positive capital account balances of the Members as determined after taking into account all capital account adjustments for the Company's taxable year during which such liquidation occurs, by the end of such taxable year (or, if later, within 90 days after the date of such liquidation).

If a Member has a deficit balance in his capital account following the liquidation of his interest in the Company, as determined after taking into account all capital account adjustments for the Company's taxable year during which such liquidation occurs, he shall be unconditionally obligated to restore the amount of such deficit balance to the Company by the end of such taxable year (or, if later, within 90 days after the date of such liquidation), which amount shall, upon liquidation of the Company, be paid to creditors of the Company or distributed to other Members in accordance with their positive capital account balances, as required above.

9.4. **Distribution in Kind.** If the liquidator shall determine that a portion of the Company's assets should be distributed in kind to the Members, the liquidator shall distribute such assets to them in undivided interest as tenants in common in proportion to their respective interests in the Company.

9.5. **Articles of Dissolution.** Upon the completion of the distribution of Company assets, the Company shall be terminated and the Members shall cause the Company to execute Articles of Dissolution and take such other actions as may be necessary to terminate the Company.

Article X
Taxation

10.1. **Capital Accounts.** Capital Accounts shall be maintained consistent with Internal Revenue Code § 704 and the regulations thereunder. The Company's accounting period shall be the calendar year.

10.2. **"S" Election.** The Initial Member elects that the Company be taxed as a "S" Corporation for purposes of federal and state income taxation.

Article XI
Records and Information

11.1. **Records and Inspection.** The Company shall maintain at its place of business the Articles of Organization, any amendments thereto, this Operating Agreement, and all other Company records required to be kept by applicable law, and the same shall be subject to inspection and copying at the reasonable request, and expense, of any Member.

11.2. **Obtaining Additional Information.** Subject to reasonable standards, each Member may obtain from the Company from time to time upon reasonable demand for any purpose reasonably related to the Member's interest as a Member in the Company: (1) information regarding the state of the business and financial condition of the Company; (2) promptly after becoming available, a copy of the Company's federal, state, and local income tax returns for each year; and (3) other information regarding the affairs of the Company as is just and reasonable.

Article XII
Miscellaneous Provisions

12.1. **Entire Agreement.** This Operating Agreement (a) contains the entire agreement among the parties; (b) may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver; (c) shall be construed in accordance with, and governed by, the laws of the State of Nevada; and (d) shall be binding upon and shall insure to the benefit of the parties, and their respective personal representatives, successors and assigns, except as set forth above.

12.2 **Construction Principles.** Words in any gender shall be deemed to include the other gender. The singular shall be deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of this Operating Agreement.

12.3. **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original and as executed shall constitute one agreement, binding on all Members even though all Members do not sign the same counterpart.

12.4. **Severance Clause.** The invalidity or unenforceability of any part of this Agreement shall not invalidate or affect the remainder, which shall continue to govern the relative rights and duties of the parties as though the invalid or unenforceable part were not a part hereof.

12.5. **Attorney's Fees.** In the event any Member or the Company shall breach this Agreement, the non-breaching parties shall be entitled to recover from the breaching party all attorneys' fees and costs incurred in enforcing this Agreement, with or without suit.

WHEREFORE, the Initial Member, being the single Member of the Company, has executed the Operating Agreement on the 23 day of February, 2010.

INITIAL MEMBERS.

2-23-10 Date	Robert T. Eglet
2/23/10 Date	Tracy A. Eglet
2-23-10 Date	Robert Vannah
2-23-10 Date	Robert Adams
2-23-10 Date	Dennis Prince
2-23-10 Date	Ralph Schwartz

INITIAL LIST OF MANAGERS OR MANAGING MEMBERS AND REGISTERED AGENT AND STATE BUSINESS LICENSE APPLICATION OF:

FILE NUMBER
E0084102010-8

EVAPS, LLC
NAME OF LIMITED-LIABILITY COMPANY

FOR THE FILING PERIOD OF FEB. 2010 TO FEB. 2011

100401

****YOU MAY FILE THIS FORM ONLINE AT www.nvsos.gov****

The entity's duly appointed registered agent in the State of Nevada upon whom process can be served is:

ROBERT T. EGLET, ESQ.
400 S. 4TH STREET #600
LAS VEGAS, NV 89101

A FORM TO CHANGE REGISTERED AGENT INFORMATION IS FOUND AT www.nvsos.gov

Filed in the office of	Document Number 20100228977-58
Ross Miller Secretary of State State of Nevada	Filing Date and Time 03/19/2010 2:38 PM
	Entity Number E0084102010-8

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

[X] Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. *FORM WILL BE RETURNED IF UNSIGNED*
2. If there are additional managers or managing members, attach a list of them to this form.
3. Initial list fee is $125.00. A $75.00 penalty must be added for failure to file this form by the last day of the first month following organization date.
4. State business license fee is $200.00. Effective 2/1/2010, $100 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. Ordering Copies: If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional $30.00 per certification. A copy fee of $2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the first month following the initial registration date. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include initial list and business license fees will result in rejection of filing.

INITIAL LIST FILING FEE: $125.00 LATE PENALTY: $75.00 BUSINESS LICENSE FEE: $200.00 LATE PENALTY: $100.00

Complete only if applicable

[ ] Pursuant to NRS, this entity is exempt from the business license fee. Exemption code:

[ ] Month and year your State Business License expires 20

Section 7(2) Exemption Codes
001 - Governmental Entity
002 - 501(c) Nonprofit Entity
003 - Home-based Business
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co

NAME	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ROBERT T. EGLET	[ ] MANAGER [X] MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
400 S. 4TH ST. #600	LAS VEGAS	NV	89101
NAME	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
TRACY A. EGLET	[ ] MANAGER [X] MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
400 S. 4TH ST. #600	LAS VEGAS	NV	89101
NAME	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ROBERT D. VANNAH	[ ] MANAGER [X] MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
400 S. 4TH ST. #600	LAS VEGAS	NV	89101
NAME	(DOCUMENT WILL BE REJECTED IF TITLE NOT INDICATED)		
ROBERT M. ADAMS	[ ] MANAGER [X] MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
400 S. 4TH ST. #600	LAS VEGAS	NV	89101

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of sections 6 to 18 of AB 146 of the 2009 session of the Nevada Legislature and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X

Signature of Manager or Managing Member

Title: Managing Member

Date: 03/17/10

Continuation of:

Initial List of Managers or Managing Members and Registered Agent and
State Business License Application of:

EVAPS, LLC **File No. E0084102010-8**
For the filing period of Feb. 2010 to Feb. 2011

Dennis M. Prince 3230 S. Buffalo Drive, Suite 108 Las Vegas, Nevada 89117	Managing Member
Ralph A. Schwartz 900 S. 4TH St., Suite 212 Las Vegas, Nevada 89101	Managing Member

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

EVAPS, LLC.

Nevada Business Identification # NV20101144355

Expiration Date: February 28, 2011

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on May 4, 2010

ROSS MILLER
Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

You may verify this Nevada State Business License online at www.nvsos.gov under the Nevada Business Search.

SECRETARY OF STATE

STATE OF NEVADA

RECEIVED
JUN 21 2010

LIMITED LIABILITY COMPANY CHARTER

I, ROSS MILLER, the Nevada Secretary of State, do hereby certify that **EVAPS, LLC.** did on February 25, 2010, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on February 25, 2010.

ROSS MILLER
Secretary of State

Certified By: Sandy Edwards
Certificate Number: C20100225-1650
You may verify this certificate
online at **http://www.nvsos.gov/**