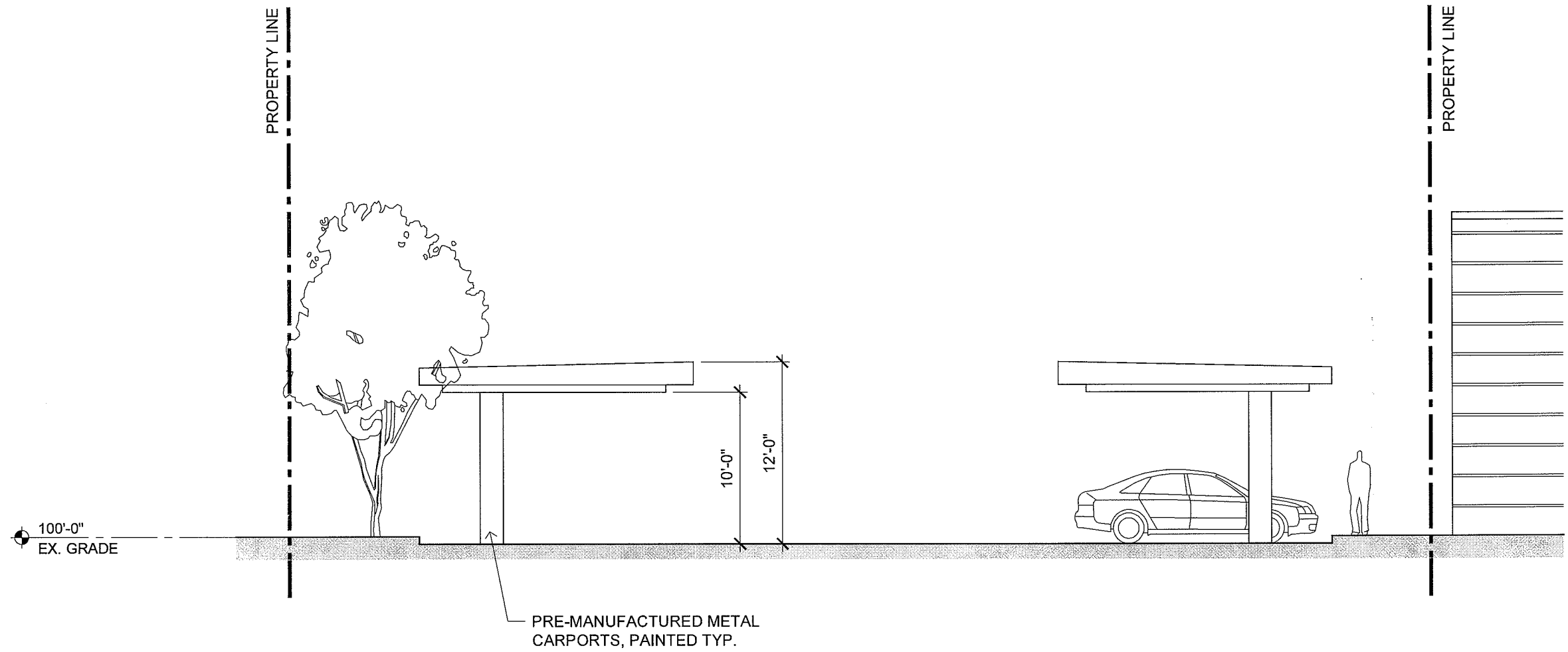


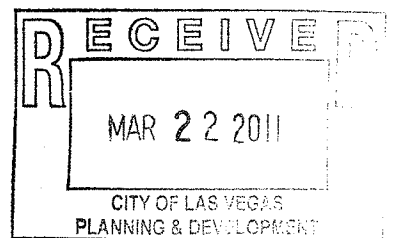
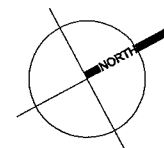
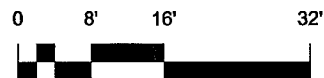


Satellite Parking Lot

424 S. 7th Street
LAS VEGAS, NEVADA 89101

SITE SECTION

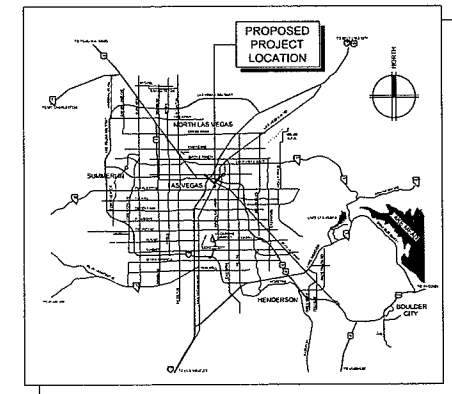
SCALE: 1/8" = 1'-0"
MARCH 21, 2011



designcell

10777 W. TWAIN AVE, STE 125 T 702-403-1575
LAS VEGAS, NV 89135 WWW.DESIGNCELL.CC

APN 139-34-711-000
ADJACENT ZONE: C-1



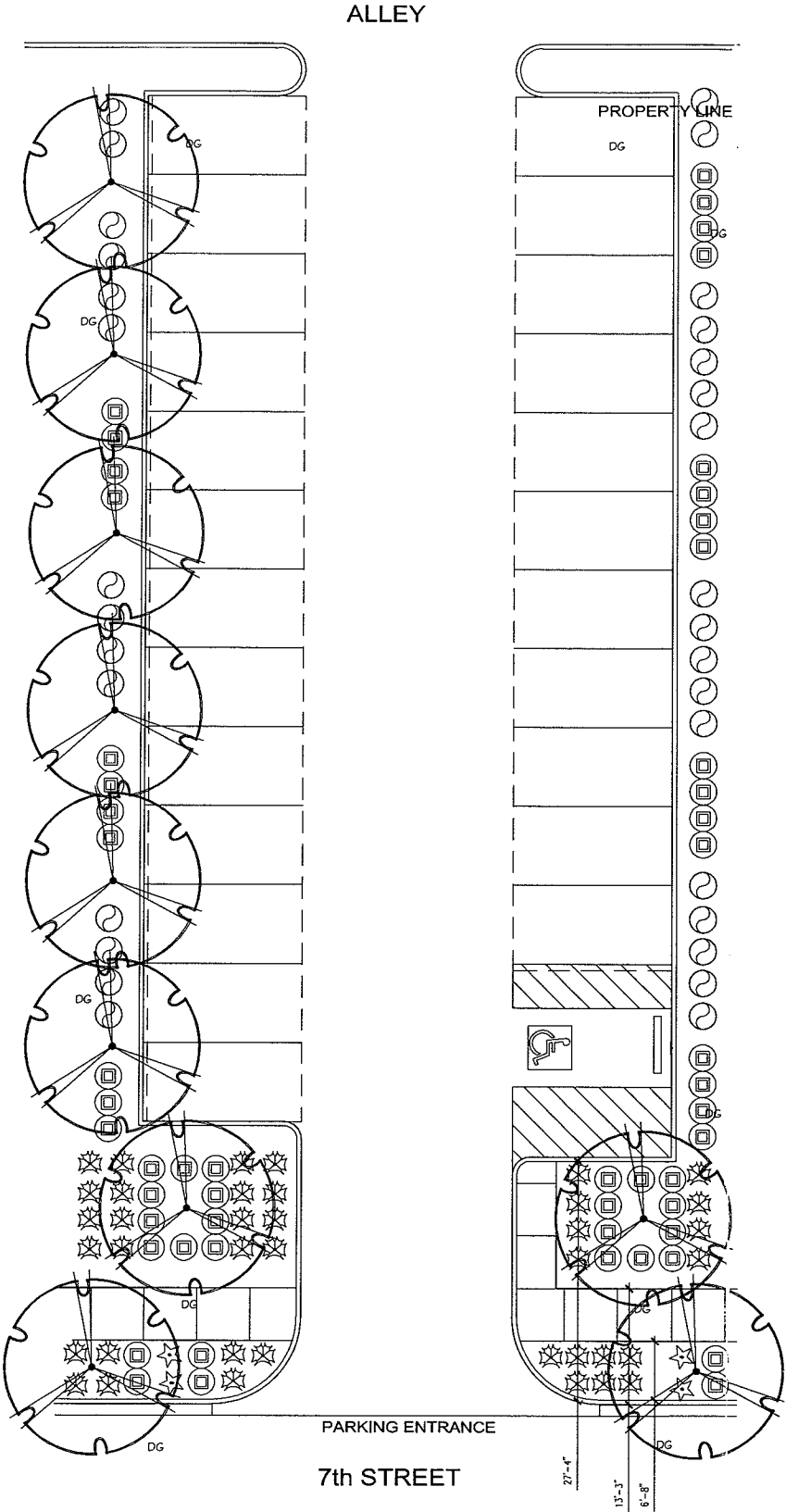
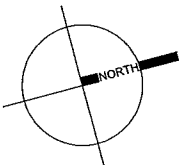
MAY 16 2011

10777 W.TWAIN AVE, STE 125 T 702-403-1575
LAS VEGAS, NV 89135 WWW.DESIGNCELL.CC

EVAPS Law Offices

SWC OF 7th & CHEF ANDRE ROCHAT
LAS VEGAS, NEVADA 89101

PRELIMINARY PLANTING PLAN
SCALE: 1" = 10'-0"
FEBRUARY 24, 2011



southwick 
LANDSCAPE ARCHITECTS
12 Commerce Center Drive
Henderson NV 89014
www.southwickla.com
702.597.3108

PLANTING LEGEND

TREES			
SYMBOL	BOTANICAL NAME COMMON NAME	QTY.	CALIPER MINIMUM SIZE
	FRAXINUS ANGUSTIFOLIA 'RAYWOOD' RAYWOOD ASH	10	1 1/2" 24" BOX

SHRUBS			
SYMBOL	BOTANICAL NAME COMMON NAME	QTY.	MINIMUM SIZE
	BUXUS MICROPHYLLA JAPONICA JAPANESE BOXWOOD	53	5 GALLON
	JUNIPERUS HORIZONTALIS 'BLUE CHIP' BLUE CHIP JUNIPER	36	5 GALLON
	TEUCORIUM CHAMAEDRY'S 'PROSTRATUM' PROSTRATE GERMANDER	31	5 GALLON
	TRACHELOSPERMUM JASMINOIDES STAR JASMINE	4	5 GALLON

LANDSCAPE ELEMENTS			
SYMBOL	DESCRIPTION	QTY.	DETAIL
	CRUSHED SLATE GROUNDCOVER, SIZE 1/2" - 1 1/2" COLOR: BLUE GRAY, 2" MINIMUM DEPTH. SEE NOTE #2.	2,984 S.F.	X' LXJX

PLANTING NOTES

- SEE SHEET LXJX FOR PLANTING DETAILS.
- CRUSHED SLATE GROUNDCOVER (DG) - INSTALL THE MINIMUM LAYER OF CRUSHED SLATE IN ALL LANDSCAPE AREAS WITHIN LANDSCAPE LIMIT OF WORK EXCEPT WHERE NOTED OTHERWISE. CONTRACTOR TO PROVIDE SAMPLES OF DECOMPOSED GRANITE/ROCK FOR APPROVAL. BEFORE PLACING GRANITE, COMPACT SUB-GRADE TO 85% AND APPLY A PRE-EMERGENT HERBICIDE TO SOIL. AFTER PLACING GRANITE: RAKE SMOOTH, WET TO ENTIRE DEPTH, ALLOW TO DRY, THEN LIGHTLY SCARIFY SURFACE WITH A LEAF RAKE. APPLY A SECONDARY APPLICATION OF PRE-EMERGENT HERBICIDE TO TOP OF GRANITE. DO NOT ALLOW GRANITE TO TOUCH THE TRUNK OF ANY TREE. INSTALL AFTER INSTALLATION OF PLANT MATERIAL.
- ANY TREE PLANTED WITHIN 5 FEET OF A SIDEWALK OR WALL SHALL BE PLANTED WITH A ROOT GUARD DESIGNED TO DIRECT ROOT GROWTH DOWNWARD. SEE DETAIL X', SHEET.

SITE NOTES:

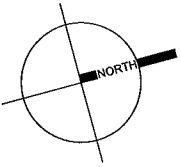
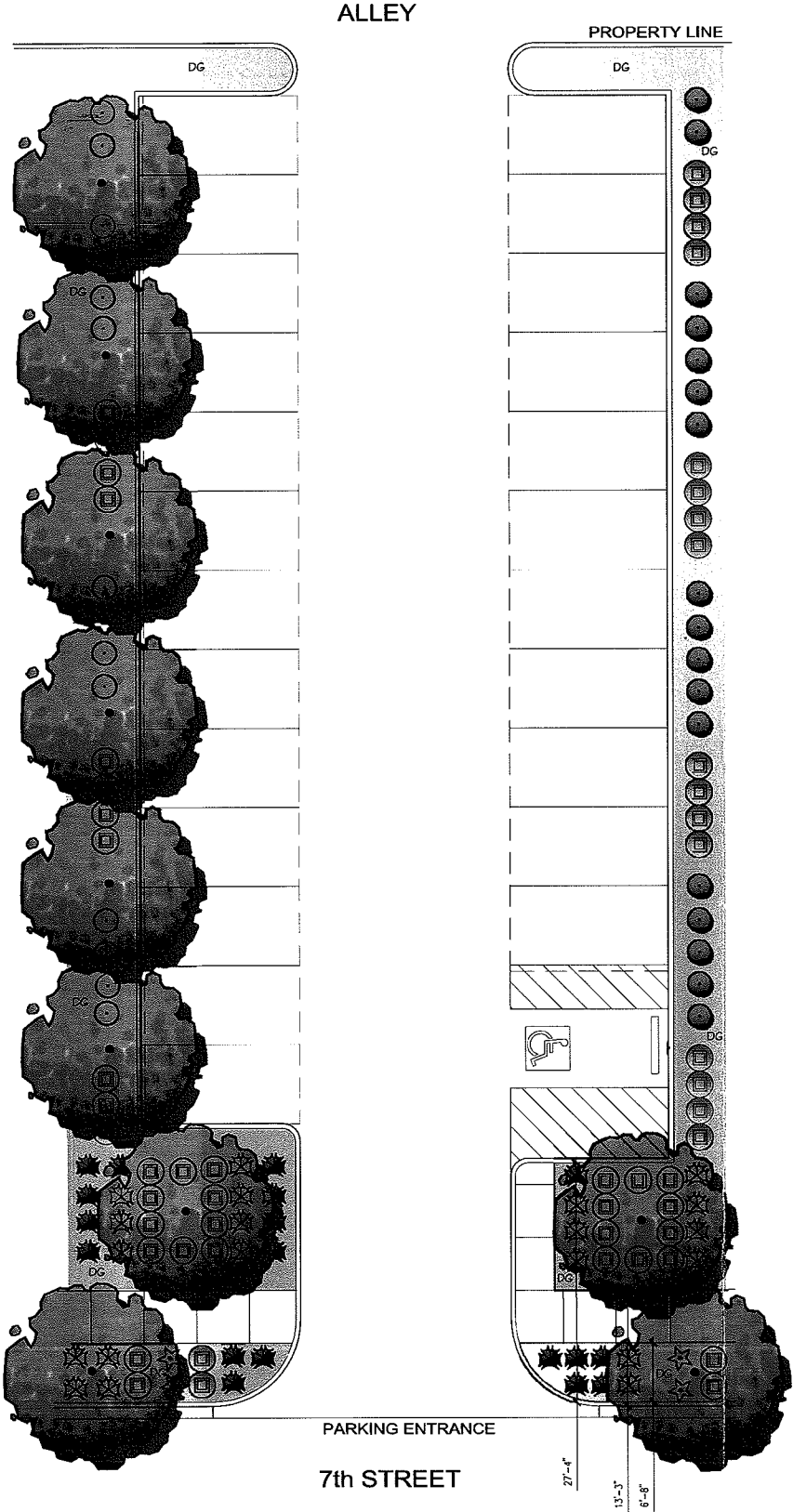
TOTAL LANDSCAPE AREA	2,984 S.F.
TOTAL OPEN SPACE AREA	11,626 S.F.
TOTAL AREA	11,626 S.F.

RECEIVED
FEB 24 2011

designcell DR02

10777 W.TWAIN AVE, STE 125 T 702-403-1575
LAS VEGAS, NV 89135 WWW.DESIGNCELL.CC

ZON-41044
SDR-41045



PLANTING LEGEND

TREES			
SYMBOL	BOTANICAL NAME COMMON NAME	QTY.	CALIPER MINIMUM SIZE
	FRAXINUS ANGUSTIFOLIA 'RAYWOOD' RAYWOOD ASH	10	1 1/2" 24" BOX

SHRUBS			
SYMBOL	BOTANICAL NAME COMMON NAME	QTY.	MINIMUM SIZE
	BUXUS MICROPHYLLA JAPONICA JAPANESE BOXWOOD	53	5 GALLON
	JUNIPERUS HORIZONTALIS 'BLUE CHIP' BLUE CHIP JUNIPER	30	5 GALLON
	TEUCRIUM CHAMAEDRY'S 'PROSTRATUM' PROSTRATE GERMANDER	31	5 GALLON
	TRACHELOSPERMUM JASMINOIDES STAR JASMINE	4	5 GALLON

LANDSCAPE ELEMENTS			
SYMBOL	DESCRIPTION	QTY.	DETAIL
DG	CRUSHED SLATE GROUNDCOVER, SIZE 1/2"- 1 1/2" COLOR BLUEGRAY, 2" MINIMUM DEPTH. SEE NOTE #2.	2,984 S.F.	X' LX.XX

PLANTING NOTES

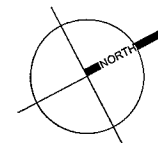
- SEE SHEET LX.XX FOR PLANTING DETAILS.
- CRUSHED SLATE GROUNDCOVER (DG) - INSTALL THE MINIMUM LAYER OF CRUSHED SLATE IN ALL LANDSCAPE AREAS WITHIN LANDSCAPE LIMIT OF WORK EXCEPT WHERE NOTED OTHERWISE. CONTRACTOR TO PROVIDE SAMPLES OF DECOMPOSED GRANITE/ROCK FOR APPROVAL. BEFORE PLACING GRANITE, COMPACT SUB-GRADE TO 85% AND APPLY A PRE-EMERGENT HERBICIDE TO SOIL. AFTER PLACING GRANITE: RAKE SMOOTH, WET TO ENTIRE DEPTH, ALLOW TO DRY, THEN LIGHTLY SCARIFY SURFACE WITH A LEAF RAKE. APPLY A SECONDARY APPLICATION OF PRE-EMERGENT HERBICIDE TO TOP OF GRANITE. DO NOT ALLOW GRANITE TO TOUCH THE TRUNK OF ANY TREE. INSTALL AFTER INSTALLATION OF PLANT MATERIAL.
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SITE NOTES:

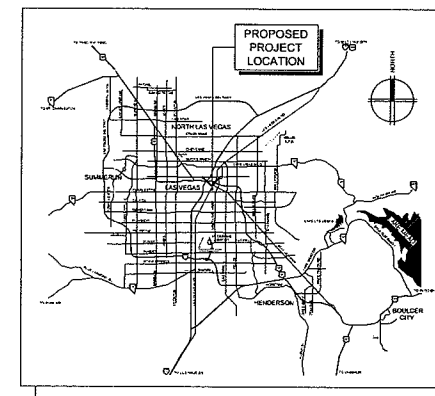
TOTAL LANDSCAPE AREA	2,984 S.F.
TOTAL OPEN SPACE AREA	11,626 S.F.
TOTAL AREA	

RECEIVED
FEB 24 2011

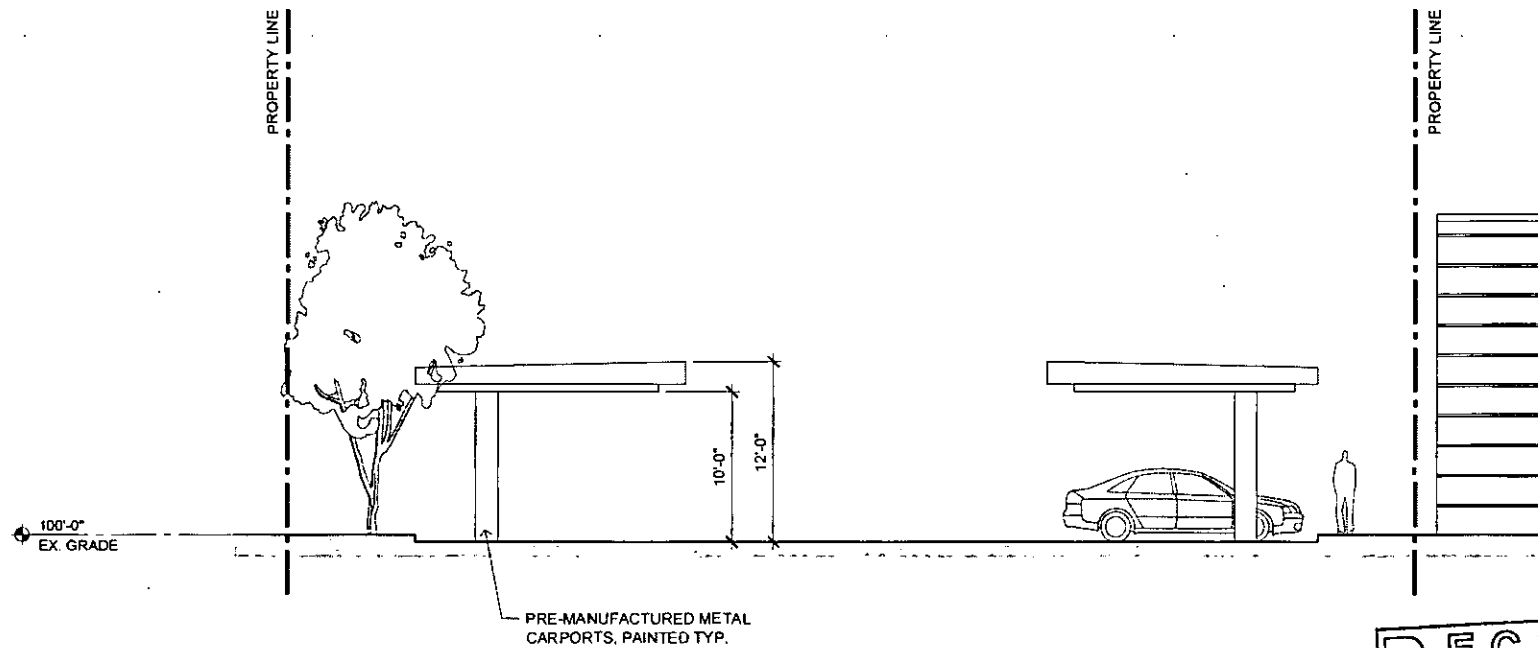
APN 139-34-711-000
ADJACENT ZONE: C-1



DR01
SITE PLAN
ZON-41044
SDR-41045
REVISED



RECEIVED
MAY 16 2011



Satellite Parking Lot

424 S. 7th Street
LAS VEGAS, NEVADA 89101

SITE SECTION

SCALE: 1/8" = 1'-0"
MARCH 21, 2011

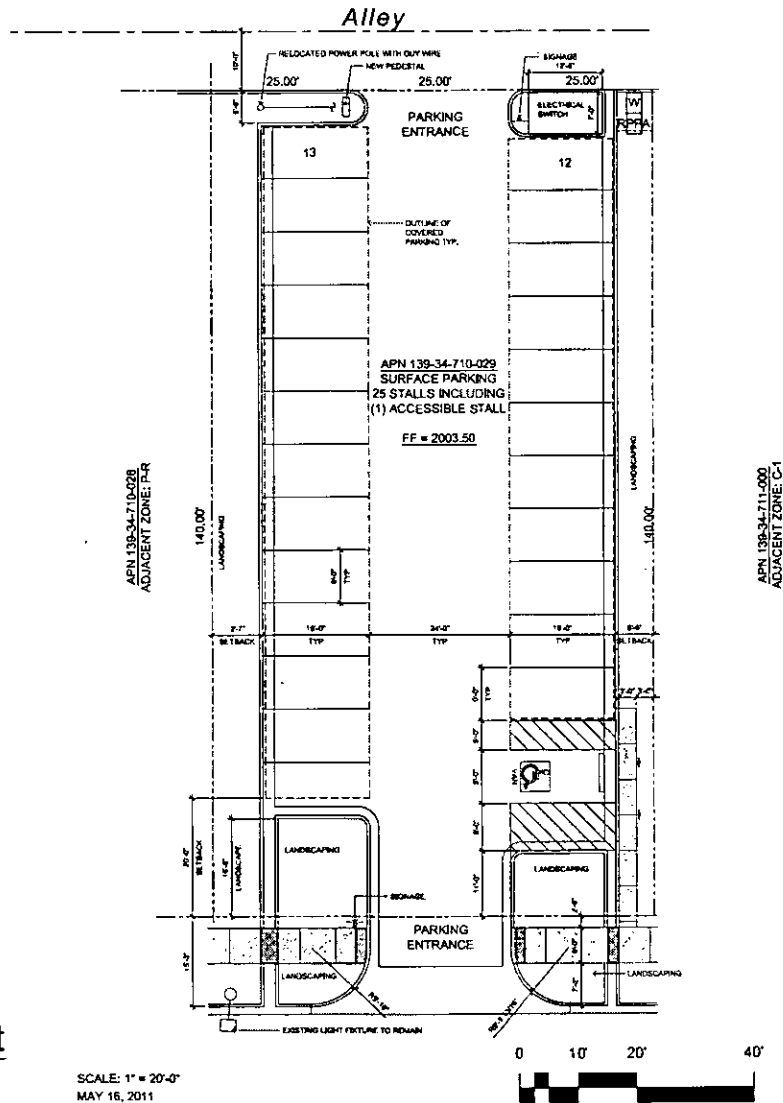


10777 W. TWAIN AVE, STE 125 T 702-403-1575
LAS VEGAS, NV 89135 WWW.DESIGNCELL.CC

APN 139-34-710-011
ADJACENT ZONE: P-R

APN 139-34-710-010
ADJACENT ZONE: C-1

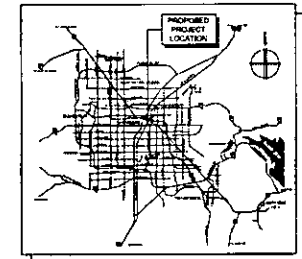
APN 139-34-711-000
ADJACENT ZONE: C-1



SITE DATA

APN	139-34-710-029
SITE AREA (NET)	10,500 SF
CURRENT ZONING	R-3
PROPOSED ZONING	C-1
BUILDING AREAS	NA
PARKING PROVIDED:	24 SPACES (ALL COVERED) 1 VAN ACCESSIBLE SPACE
TOTAL	25 SPACES

VICINITY MAP



RECEIVED

MAY 16 2011

Satellite Parking Lot

424 S. 7th Street
LAS VEGAS, NEVADA 89101

SCALE: 1" = 20'-0"
MAY 16, 2011

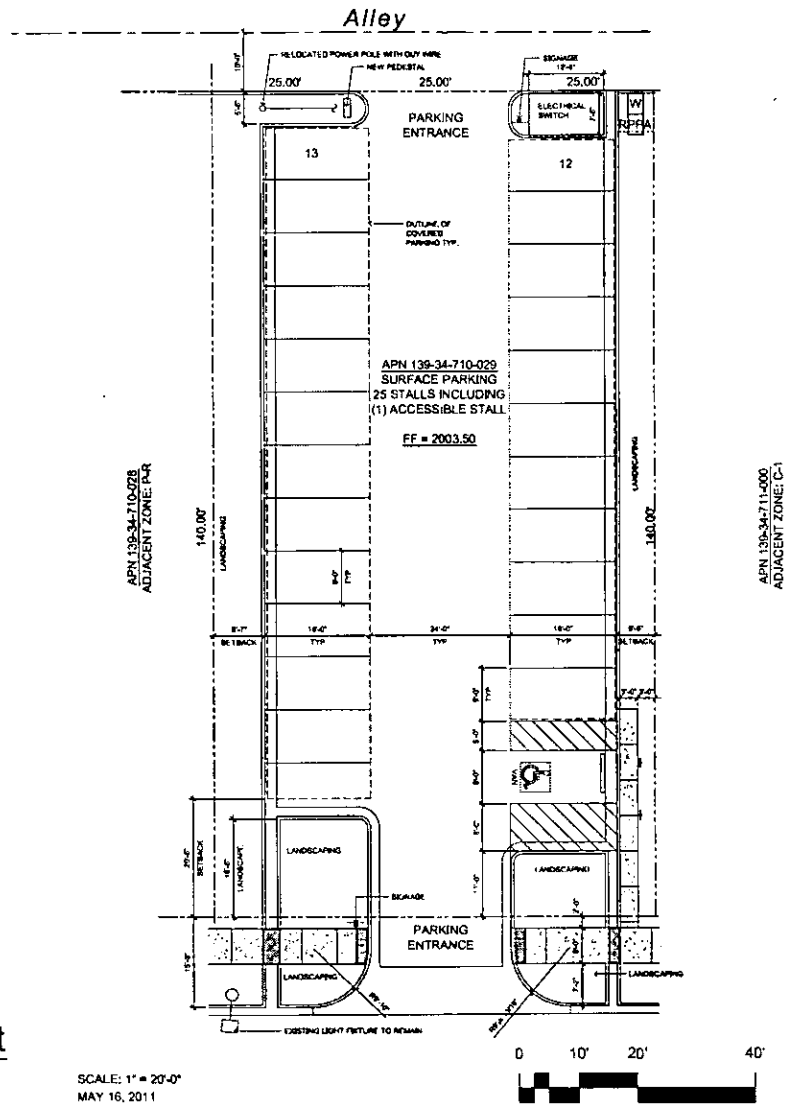
designcell DR01
10777 W. TWAIN AVE, STE 125 T 702-403-1575
LAS VEGAS, NV 89135 WWW.DESIGNCELL.CO SITE PLAN

ZON-41044
SDR-41045
REVISED

APN 139-34-710-011
ADJACENT ZONE: P-R

APN 139-34-710-010
ADJACENT ZONE: C-1

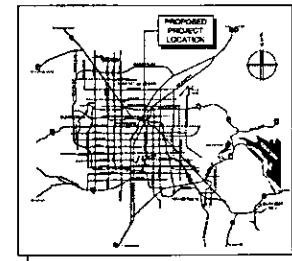
APN 139-34-711-000
ADJACENT ZONE: C-1



SITE DATA

APN	139-34-710-029
SITE AREA (NET)	10,500 SF
CURRENT ZONING	R-3
PROPOSED ZONING	C-1
BUILDING AREA	N/A
PARKING PROVIDED:	24 SPACES (ALL COVERED)
TOTAL	1 VAN ACCESSIBLE SPACE 25 SPACES

VICINITY MAP



RECEIVED

MAY 16 2011

designcell DR01
SITE PLAN

10777 W. TWAIN AVE., STE. L25 T. 702-403-1575
LAS VEGAS, NV 89135 WWW.DESIGNCELL.CC

**ZON-41044
SDR-41045
REVISED**

Satellite Parking Lot

424 S. 7th Street
LAS VEGAS, NEVADA 89101

Pre-Application Conference		CITY OF LAS VEGAS Planning & Development Department SUBMITTAL CHECKLIST		Additional Notes	
Item Required					
YES	NO				
APPLICATION					
☒	☐	Signed and notarized by <i>all</i> property owners or authorized agent(s)			
☒	☐	Grant deed and legal description			
☒	☐	<i>Detailed</i> justification letter			
☒	☐	Reduced 8.5" x 11" copy of <i>all</i> plans and elevations			
☒	☐	Full size, rolled, color copy of <i>all</i> plans and elevations			
☐	☐	Correct fee(s): \$ <u>500</u> \$ <u>500</u> \$ <u>30</u> Total = \$ <u>1030</u>			
☐	☐	Statement of Financial Interest			
☐	☐	Development Impact Notice and Assessment (DINA)			
☐	☐	Project of Regional Significance			
SITE PLAN					
				Folded Plans: <u>6</u>	Rolled/Colored Plans: <u>1</u>
☒	☐	11" x 17" min. to 24" x 36" max. page size			
☒	☐	North arrow, scale, and vicinity map			
☒	☐	<i>All</i> property lines and present dimensions labeled			
☒	☐	<i>All</i> building setbacks labeled			
☒	☐	<i>All</i> adjacent existing land uses and street names labeled			
☒	☐	<i>All</i> points of ingress and egress shown			
☒	☐	ADA accessibility requirements shown/labeled			
☐	☐	Parking standard(s) utilized: _____			
☐	☐	Parking space count and typical dimensions labeled #regular #compact #handicap Total			
☐	☐	<i>All</i> free-standing sign locations shown and heights and sizes noted			
LANDSCAPE PLAN					
				Folded Plans: <u>2</u>	Rolled/Colored Plans: <u>1</u>
☒	☐	11" x 17" min. to 24" x 36" max. page size			
☒	☐	North arrow, scale, and vicinity map			
☒	☐	<i>All</i> property lines and present dimensions labeled			
☒	☐	<i>All</i> required perimeter landscape planters shown			
☒	☐	<i>All</i> required parking lot fingers/islands shown			
☒	☐	Quantity, size, species/variety of <i>all</i> trees, shrubs, and ground cover			
BUILDING ELEVATIONS					
				Folded Plans:	Rolled/Colored Plans:
☐	☐	11" x 17" min. to 24" x 36" max. page size			
☐	☐	Scale and building dimensions labeled			
☐	☐	North, south, east, and west elevations of <i>all</i> buildings			
☐	☐	<i>All</i> building materials and colors noted			
☐	☐	8" x 10" photo of original color and material board			
☐	☐	<i>All</i> wall sign locations shown and sizes noted			
FLOOR PLANS					
				Folded Plans:	Rolled Plans:
☐	☐	11" x 17" min. to 24" x 36" max. page size		RECEIVED FEB 24 2011	
☐	☐	Scale and building dimensions labeled			
☐	☐	<i>All</i> building entrances/exits shown			
☐	☐	Use of <i>all</i> rooms noted/labeled			

THIS FORM MUST ACCOMPANY THE APPLICATION SUBMITTAL and is valid for no more than 60 days after the Pre-App date.

Applicant: Design Cell Application Type: SDR
 APN: 139-34-710-029 Location: 424 7th street
 Planner: Dj Rin Pre-App Meeting Date: 2-23-11 Earliest PC Date: 4-12-11



LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

July 21, 2011

Mr. Daniel Ross
46 East Victory Road
Henderson, Nevada 89015

RE: SDR-41045 – SITE DEVELOPMENT PLAN REVIEW
RELATED TO ZON-41044
CITY COUNCIL MEETING OF JULY 20, 2011

Dear Mr. Ross:

The City Council at a regular meeting held July 20, 2011, APPROVED the request for a Site Development Plan Review FOR A COVERED PARKING LOT WITH WAIVERS TO ALLOW AN 11-FOOT WIDE LANDSCAPE BUFFER ALONG THE EAST PERIMETER WHERE 15 FEET IS REQUIRED, A FIVE-FOOT WIDE LANDSCAPE BUFFER ALONG THE WEST PERIMETER WHERE EIGHT FEET IS REQUIRED, AND A THREE-FOOT WIDE LANDSCAPE BUFFER ALONG A PORTION OF THE NORTH PERIMETER WHERE FIVE FEET IS REQUIRED on 0.26 acres at 424 South 7th Street (APN 139-34-710-029), R-3 (Medium Density Residential) Zone [PROPOSED: P-O (Professional Office)]. The Notice of Final Action was filed with the Las Vegas City Clerk on July 21, 2011. This approval is subject to:

Planning

1. Approval of Rezoning (ZON-41044) shall be required, if approved.
2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All development shall be in conformance with the site plan date stamped 05/16/11, the elevations date stamped 03/22/11, and the sizes and species of the plantings specified on the landscape plan date stamped 02/24/11, except as amended by conditions herein.
4. A Waiver from Title 19.12 is hereby approved, to allow a 13-foot wide landscape buffer along the east perimeter where 15 feet is required, a five-foot wide landscape buffer along the west perimeter where eight feet is required, and a three-foot wide buffer along a portion of the north perimeter where five feet is required.

Mr. Daniel Ross
SDR-41045 – Page Two
July 21, 2011

5. An Exception to Title 19.12 is hereby approved, to allow eight 24-inch box trees within the perimeter landscape buffers where 14 trees are required.
6. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers from that on submitted site plans date stamped 05/16/11 or the sizes and species of the plantings specified on the landscape plan date stamped 02/24/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.
7. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.
8. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.
9. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device and shall match the proposed landscape buffers shown on the provided site plans date stamped 05/16/11.
10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.
11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
12. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

13. Remove all substandard sidewalk improvements, if any, adjacent to this site and replace with new sidewalk meeting current City Standards concurrent with on-site development activities as shown on the approved Site Plan.

Mr. Daniel Ross
SDR-41045 - Page Three
July 21, 2011

14. The proposed new driveway accessing this site from 7th Street as depicted on the approved Site Plan is hereby approved as a deviation from standards from Standard Drawing #222a. Any further deviations, if any, to width, ingress/egress radii, or throat depth will require separate approval from the City Engineer.
15. Landscape and maintain all unimproved right-of-way on 7th 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.
16. Submit an Encroachment Agreement for all landscaping located in the 7th Street public right-of-way adjacent to this site prior to occupancy of this site. The installation and maintenance of all landscaping in the public right of way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.
17. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

Sincerely,



Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Scott Brown
DesignCeli Architecture
10777 West Twain Avenue, Suite #125
Las Vegas, Nevada 89135

Mr. Robert Eglet
EVAPS, LLC
400 South Fourth Street, Suite #600
Las Vegas, Nevada 89101



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

June 15, 2011

Mr. Daniel Ross
46 East Victory Road
Henderson, Nevada 89015

**RE: SDR-41045 - SITE DEVELOPMENT PLAN REVIEW RELATED
ZON-41044
PLANNING COMMISSION MEETING OF JUNE 14, 2011**

Dear Mr. Ross:

Your request for a Site Development Plan Review FOR A COVERED PARKING LOT WITH WAIVERS TO ALLOW AN 11-FOOT WIDE LANDSCAPE BUFFER ALONG THE EAST PERIMETER WHERE 15 FEET IS REQUIRED , A FIVE-FOOT WIDE LANDSCAPE BUFFER ALONG THE WEST PERIMETER WHERE EIGHT FEET IS REQUIRED, AND A THREE-FOOT WIDE LANDSCAPE BUFFER ALONG A PORTION OF THE NORTH PERIMETER WHERE FIVE FEET IS REQUIRED on 0.26 acres at 424 South 7th Street (APN 139-34-710-029), R-3 (Medium Density Residential) Zone [PROPOSED: P-O (Professional Office)], Ward 3 (Reese), was considered by the Planning Commission on June 14, 2011.

The Planning Commission voted to recommend **APPROVAL** of your request, subject to conditions:

Planning

1. Approval of Rezoning (ZON-41044) shall be required, if approved.
2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.18. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All development shall be in conformance with the site plan date stamped 05/16/11, the elevations date stamped 03/22/11, and the sizes and species of the plantings specified on the landscape plan date stamped 02/24/11, except as amended by conditions herein.
4. A Waiver from Title 19.12 is hereby approved, to allow a 13-foot wide landscape buffer along the east perimeter where 15 feet is required, a five-foot wide landscape buffer along the west perimeter where eight feet is required, and a three-foot wide buffer along a portion of the north perimeter where five feet is required.

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301
FAX 702.474.0352
TTY 702.386.9108
www.lasvegasnevada.gov

5. An Exception to Title 19.12 is hereby approved, to allow eight 24-inch box trees within the perimeter landscape buffers where 14 trees are required.
6. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers from that on submitted site plans date stamped 05/16/11 or the sizes and species of the plantings specified on the landscape plan date stamped 02/24/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.
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8. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.
9. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device and shall match the proposed landscape buffers shown on the provided site plans date stamped 05/16/11.
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11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
12. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

13. Remove all substandard sidewalk improvements, if any, adjacent to this site and replace with new sidewalk meeting current City Standards concurrent with on-site development activities as shown on the approved Site Plan.

Mr. Daniel Ross
SDR-41045 -• Page Three
June 15, 2011

14. The proposed new driveway accessing this site from 7th Street as depicted on the approved Site Plan is hereby approved as a deviation from standards from Standard Drawing #222a. Any further deviations, if any, to width, ingress/egress radii, or throat depth will require separate approval from the City Engineer.
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16. Submit an Encroachment Agreement for all landscaping located in the 7th Street public right-of-way adjacent to this site prior to occupancy of this site. The installation and maintenance of all landscaping in the public right of way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.
17. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

This item will be considered by the City Council on July 20, 2011, at 1:00 P.M. in the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada. ***The Council requires that you or your representative be present at this meeting.*** If you or your representative chooses not to attend, the City Council may act in your absence without your input.

Sincerely,



Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Scott Brown
DesignCell Architecture
10777 West Twain Avenue, Suite #125
Las Vegas, Nevada 89135

Mr. Robert Eglet
EVAPS, LLC
400 South Fourth Street, Suite #600
Las Vegas, Nevada 89101

EVAPS Law Office Building
Project # 10 016
Page 1 of 1

February 24, 2011
March 21, 2011 revised

CLV Planning & Development

731 South Fourth Street
Las Vegas, NV 89101
Phone: (702) 229-6301
Fax: (702) 474-7463

Re: Zone Change and Site Development Plan Review
APN: 139-34-710-029

To whom it may concern:

The purpose of this letter is a request a Zone Change and Site Development Plan Review for the property located at 424 South 7th Street in Las Vegas, Nevada 89101.

Architectural plans depict 25 covered parking stalls with adjacent landscaping. The applicant's intention is to install surface parking and lease the spaces to the adjacent land owner to support their proposed law office project. In order to develop the site as a satellite parking lot, the parcel will need to be re-zoned from R-3 to P-R. The rezone is consistent with development in the downtown area, as every other parcel on this block has already been re-zoned to commercial.

The applicant has structured a lease agreement with the property owner at 400 S. 7th Street. The lease has a 19 year term, with an additional 9 year option, and first right of refusal to purchase the property.

A driveway entrance will be provided from both 7th Street and the Alley. A waiver of standard is requested for the driveway entrance from 7th Street as shown on the site plan. Please refer to the attached site plan.

Required landscaping, conforming to Title 19, will be provided on the property, and is shown on the landscape plan. A landscape buffer of 8'-0" is provided along the property line to the south where the new development is adjacent to a less intensive use. A waiver for the front landscape setback along 7th Street is requested to allow 13' where 15' is required. Please refer to the attached landscape plan.

We appreciate your assistance in moving forward with these modifications to the previously approved project.

Sincerely,



Scott L. Brown, NCARB
Principal
DesignCell, LLC





LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301
FAX 702.474.0352
TTY 702.386.9108
www.lasvegasnevada.gov

June 2, 2011

Mr. Daniel Ross
46 East Victory Road
Henderson, Nevada 89015

RE: SDR-41045 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-41044
PLANNING COMMISSION MEETING OF JUNE 14, 2011

Dear Mr. Ross:

Please be advised the City of Las Vegas Planning Commission at its regular meeting on **June 14, 2011** as referred to above, will consider your request. This meeting will be held at 6:00 P.M. at the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the **final agenda** will be available on-line on **Wednesday, June 8, 2011** at www.lasvegasnevada.gov. If you do not have access to the Internet and would prefer receiving hard copies of the documentation, please call the Case Planning Division at (702) 229-6301 or come into the Development Services Center at 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106 to request your copies.

The Planning Commission requires that you or your representative be present at this meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Gebeke", with a long horizontal line extending to the right.

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Scott Brown
DesignCell Architecture
10777 West Twain Avenue, Suite #125
Las Vegas, Nevada 89135

Mr. Robert Eglet
EVAPS, LLC
400 South Fourth Street
Las Vegas, Nevada 89101

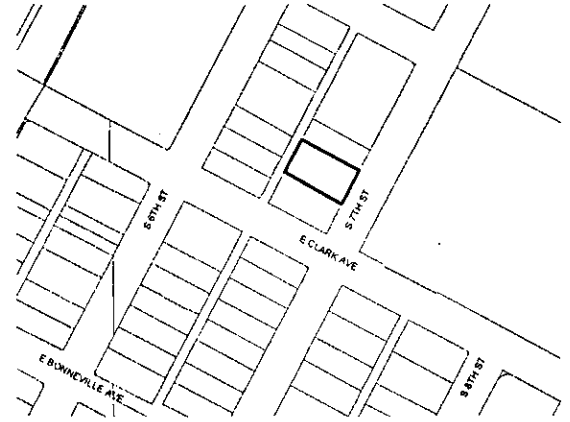
Application Information

ZON-41044 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: DANIEL ROSS - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL) TO: P-O (PROFESSIONAL OFFICE) on 0.26 acres at 424 South 7th Street (APN 139-34-710-029), Ward 3 (Reese).

SDR-41045 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-41044 - PUBLIC HEARING - APPLICANT/OWNER: DANIEL ROSS - Request for a Site Development Plan Review FOR A COVERED PARKING LOT WITH WAIVERS TO ALLOW AN 11-FOOT WIDE LANDSCAPE BUFFER ALONG THE EAST PERIMETER WHERE 15 FEET IS REQUIRED, A FIVE-FOOT WIDE LANDSCAPE BUFFER ALONG THE WEST PERIMETER WHERE EIGHT FEET IS REQUIRED, AND A THREE-FOOT WIDE LANDSCAPE BUFFER ALONG A PORTION OF THE NORTH PERIMETER WHERE FIVE FEET IS REQUIRED on 0.26 acres at 424 South 7th Street (APN 139-34-710-029), R-3 (Medium Density Residential) Zone [PROPOSED: P-O (Professional Office)], Ward 3 (Reese).

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to <http://www.lasvegasnevada.gov>.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: June 14, 2011
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

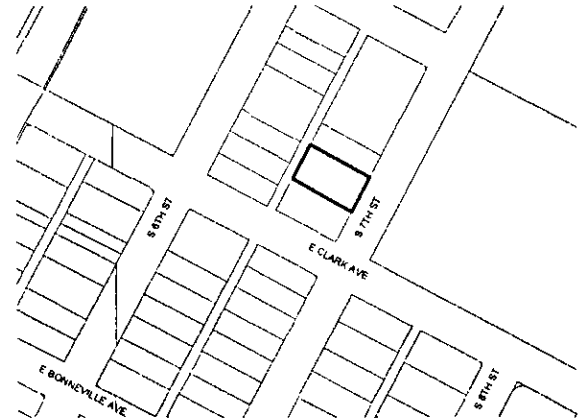
Application Information

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Application Location



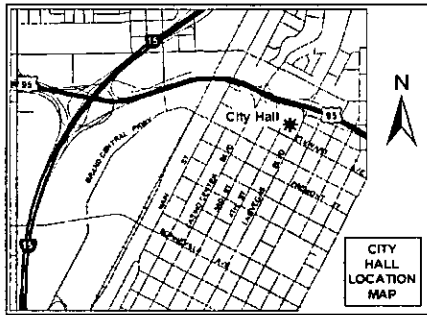
The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: June 14, 2011
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

**Return Service Requested
Official Notice of Public Hearing**



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐

I SUPPORT
this Request

☐

I OPPOSE
this Request

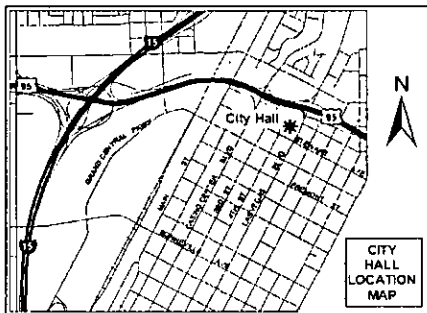
Please use available blank space on card for your comments.

ZON-41044 & SDR-41045

Planning Commission Meeting of 6/14/2011

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

**Return Service Requested
Official Notice of Public Hearing**



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐

I SUPPORT
this Request

☐

I OPPOSE
this Request

Please use available blank space on card for your comments.

ZON-41044 & SDR-41045

Planning Commission Meeting of 6/14/2011

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 Riekk, Survey (FM, PM, & A's only)
Date: March 17, 2011
Re: **SDR-41045** Daniel Ross 424 S. 7th St.
Request for a Site Development Plan Review for a parking lot

CONDITIONS OF APPROVAL:

1. Remove all substandard sidewalk improvements, if any, adjacent to this site and replace with new sidewalk meeting current City Standards concurrent with on-site development activities as shown on the approved Site Plan.
2. The proposed new driveway accessing this site from 7th Street as depicted on the approved Site Plan is hereby approved as a deviation from standards from Standard Drawing #222a. Any further deviations, if any, to width, ingress/egress radii, or throat depth will require separate approval from the City Engineer.
3. Landscape and maintain all unimproved right-of-way on 7th 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.
4. Submit an Encroachment Agreement for all landscaping located in the 7th Street public right-of-way adjacent to this site prior to occupancy of this site. The installation and maintenance of all landscaping in the public right of way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.
5. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

Development Notification

PC Meeting: June 14, 2011

The following neighborhood associations are located within approximately one(1) mile of this development application and have been notified of this case by the Planning Department:

SDR-41045

	Ogden Villas Apartments
18b The Las Vegas Arts District	Orleans Square HOA
Beverly Green NA	Robert Gordon Plaza Resident Council
Beverly Palms Apartments	South Cove Apartments
Boulder Dam Homesites	Southridge NA
Church-Noblitt NA	Stewart Arms Apartments
Crestwood NA	Stewart Town HOA
Cultural Corridor Coalition NCG	Sunflower Apartments
Downtown Business Operators Council	Towne Terrace Apartments
Fremont Apartments	West Huntridge NA
Fremont Plaza Apartments	WL.V-NAAI
Fremont Street Experience Business Association	
Gateway Neighborhood Association	
Hewetson Parent Organization	
Hillside Heights NA	
Hoover Apartments	
Horizon Studio Apartments	
Huntridge Park NA	
John S. Park NA	
L'Octaine Apartments Resident Council	
Maverick - Hidden Village Apartments	
Mayfair NA	
Newport Lofts	
Oak Tree Apartments	

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM REQUEST FOR COMMENT

FROM: DEPARTMENT OF PLANNING

**ZON-41044
SDR-41045**

HAND DELIVERED

*DEVELOPMENT COORDINATION (DPW)	ROGER BAILEY	DSC - 7 th Floor
FIRE ENGINEERING	KEN MILLER	DSC - 5 th Floor
*FLOOD CONTROL (DPW)	ALBERT SUNG	DSC - 8 th Floor
*LAND DEVELOPMENT (DPW)	DAVID GUERRA	DSC - 2 nd Floor
PERMITS/ INSPECTIONS	ROD CLARK	DSC - 1 st Floor
*RIGHT-OF-WAY (DPW)	MARY WULFF	DSC - 8 th Floor
*SANITARY SEWERS (DPW)	JOE PEÑA	DSC - 7 th Floor
*SURVEY (DPW)	ALAN RIEKKI	DSC - 8 th Floor
*TEFO (DPW)	REBECCA WHITLOCK	DSC - 9 th Floor
*TRAFFIC ENGINEERING (DPW)	RICK SCHROEDER	DSC - 8 th Floor

ROUTED ELECTRONICALLY / US MAIL

<CCSD>	LINDA PERRI	4190 MCLEOD DRIVE, 2 ND FLOOR
METRO	BRIAN O'CALLAGHAN	7 TH FLOOR CITY HALL
OFFICE OF BUSINESS DEVELOPMENT	TOM BURKART	2 ND FLOOR CITY HALL EXPANSION
NEIGHBORHOOD SERVICES	ANNE KILPONEN	2 ND FLOOR CITY HALL
*STREETS & SANITATION (DPW)	JERRY WALKER	DSC
*PARKS & OPEN SPACES (DPW)	JOHN BLACK	DSC
*SID (DPW)	PATRICK MURPHY	4 TH FLOOR CITY HALL
<EMBARQ> (SDPR only)	SANDRA HOLLEY	330 VALLEY VIEW BOULEVARD
LAS VEGAS VALLEY WATER DISTRICT (NO PLANS)	HEIDI DEXHEIMER ENGINEERING DESIGN DIVISION	100 CITY PARKWAY, SUITE #700 (HAND DELIVERY ADDRESS ONLY)
CLARK COUNTY (IT) (NO PLANS)	SHARON RICE (INFORMATION TECHNOLOGY DEPT)	500 GRAND CENTRAL PARKWAY, 4 TH FLOOR
NELLIS AFB (NO PLANS)	DEBORAH MACNEILL	4430 GRISSOM AVENUE, BUILDING 11, SUITE 103D

*** ONLY THOSE INDICATED WITH A STAR ARE TO BE ROUTED TO RDGER BAILEY, SR. ENG. ASSOC. ALL OTHER DIVISIONS PLEASE ROUTE YOUR COMMENTS DIRECTLY TO THE PLANNING AND DEVELOPMENT DEPARTMENT< US MAIL DELIVERY>**

CITY OF LAS VEGAS

DEVELOPMENT REVIEW COMMENT FORM



Department of Planning
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 phone (702) 385-7268 fax

ZON-41044 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: DANIEL ROSS - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.26 acres at 424 South 7th Street (APN 139-34-710-029), Ward 3 (Reese).

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PLANNING COMMISSION: **APRIL 12, 2011**

CITY COUNCIL: **MAY 18, 2011**

PLANNING SUPERVISOR: **STEVE GEBEKE**



PUBLIC HEARING

Comments Due: **MARCH 10, 2011**

Comments not returned by the due date will not be incorporated into the staff report for this case. Comments may be submitted either on this sheet and routed via interoffice mail, U.S. mail, fax, or e-mailed to **Carman Burney** (cburney@lasvegasnevada.gov), the Agenda Tech responsible for this case. If you desire to meet with the case planner you may schedule an appointment by calling (702) 229-6301.

LIST COMMENTS BELOW:

Report Date 02/28/2011 03:22 PM

Submitted By

Page 1

A/P # 41045 SITE DEVELOPMENT PLAN REVIEW

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	02/24/2011 14:06	982998	Temp CDO		
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

SDR-41045 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-41044 - PUBLIC HEARING - APPLICANT/OWNER: DANIEL ROSS - Request for a Site Development Plan Review FOR A PARKING LOT WITH WAIVERS TO ALLOW A 13-FOOT WIDE LANDSCAPE BUFFER AT THE FRONT PROPERTY LINE WHERE 15-FEET IS REQUIRED AND A FIVE-FOOT WIDE LANDSCAPE BUFFER AT THE REAR PROPERTY LINE WHERE EIGHT-FEET IS REQUIRED on 0.26 acres at 424 South 7th Street (APN 139-34-710-029), R-3 (Medium Density Residential) [PROPOSED: C-1 (Limited Commercial)], Ward 3 (Reese).

Parent A/P #

Project #	41045	Project/Phase Name	424 7TH ST PARKING LOT
Size/Area	0.26 ACRE	Size Description	
Proposed Start		Proposed Stop	
% Complete Formula			

Phase #

Subdivision Code	
% Completed	0.00

Property/Site Information

Parcel 13934710029

Location

Owner/Tenant

Contact ID	AC1810807	Name	ROSS DANIEL
Mailing Address	46 E VICTORY RD		
City	HENDERSON		
ZIP/PC	89015-7051		
Day Phone			
Fax			

Organization	
State/Province	NV
Country	
Evening Phone	
Mobile #	

☐ Foreign

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

424 S 7TH ST
LAS VEGAS, 89101-

A/P Addresses

No Other Addresses are associated to this Application

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

13934710029

Report Date 02/28/2011 03:22 PM

Submitted By

Page 2

Applicants/Contacts

Primary N Capacity OTHER Other REP Contact ID AC1628269 ☐ Foreign
Effective Expire
Name DESIGN CELL
Day Phone (702)403-1575 x Eve Phone Organization
Pager PIN # Position
Fax (877)403-1575 Mobile Profession
E-Mail
Address 10777 W TWAIN AVE.
LAS VEGAS, NV 89117
Seasonal Addr

Valid From To
Comments Scott Brown

CONTACT ADDITIONAL

WORKCARD: Work Card # 0
Expiration Date

CONTACT REQUIREMENTS

License# Percent Owned Waiver Health Card Director Letter Original Transcripts
Orientation Attended

There are no items in this list

Primary Y Capacity OWNER Contact ID AC1810807 ☐ Foreign
Effective Expire
Name ROSS DANIEL
Day Phone Eve Phone Organization
Pager PIN # Position
Fax Mobile Profession
E-Mail
Address 46 E VICTORY RD
HENOERSON, NV 89015-7051
Seasonal Addr

Valid From To
Comments No Comments

Report Date 02/28/2011 03:22 PM

Submitted By

Page 3

CONTACT ADDITIONAL

WORKCARD: Work Card # 0
Expiration Date

CONTACT REQUIREMENTS

License # Orientation Attended Percent Owned Waiver Health Card Director Letter Original Transcripts

There are no items in this list

Contractors

No Contractors

Fees	Status	Paid Date	Amount
NOTIFICATION & ADVERTISING FEE	P	02/24/2011 14:49	500.00
RECORDING OF NOTICE OF ZONING ACTION	P	02/24/2011 14:49	30.00
PROCESSING FEE	P	02/24/2011 14:49	500.00
Total Unpaid	0.00	Total Paid	1030.00

Review/Activities Review # Comments	Review Type	#	Status	Waived	Issued	Started	Completed	Comp By
432089	DEVCO	1	Incomplete	☐	02/28/2011 15:20			
432090	NEIGH P&S	1	Incomplete	☐	02/28/2011 15:20			
432091	B&S PLAN	1	Incomplete	☐	02/28/2011 15:20			
432092	FLOOD	1	Incomplete	☐	02/28/2011 15:20			
432093	ROW	1	Incomplete	☐	02/28/2011 15:20			
432094	TRAFFIC	1	Incomplete	☐	02/28/2011 15:20			
432095	TEFO	1	Incomplete	☐	02/28/2011 15:20			
432096	SURVEY	1	Incomplete	☐	02/28/2011 15:20			

Report Date 02/28/2011 03:22 PM

Submitted By

Page 4

Review Activities
Review #
Comments

Review Type

#

Status

Waived

Issued

Started

Completed

Comp By

432097	SID	1	Incomplete	☐	02/28/2011 15:20
432098	SEWER	1	Incomplete	☐	02/28/2011 15:20
432099	LAND DEV	1	Incomplete	☐	02/28/2011 15:20
432100	FIRE ENG	1	Incomplete	☐	02/28/2011 15:20

Activity Review Details

Detail SUBMITTAL CHECKLIST (SDR)

Modified By JMARSHALL

Modified Date/Time 02/24/2011 14:04

Comments

No Comments

SUBMITTAL CHECKLIST

Indicate if item is being submitted

Y	Pre-Application Conference Checklist	Y	Site Plans (6 Folded Blue Lines, 1 Rolled Color)
Y	Application/Petition Form	Y	Landscape Plan (1 Folded, 1 Rolled Color)
Y	Deed and Legal Description	N	Building Elevations (1 Folded, 1 Rolled Color)
Y	Justification Letter	N	Floor Plan (1 Folded, 1 Rolled)
Y	Color and Material Board	Y	Laser Print Site Plan
N	DINA (Not Always Required)	N	Laser Print Floor Plan
N	Statement of Financial Interest	N	Laser Print Elevation

Y Business Licensing Requirements Met

N Business License Exempt

Check Conditions

Condition

Approval

Approved By
Comments

Approved Date

Applied By

Applied Date

Assigned

Z-LEGAL

N

982998

02/24/2011 14:06

Planning Condition **Description**

Effective

Expires

Comments

There is no planning condition for this project.

Report Date 02/28/2011 03:22 PM

Submitted By

Page 5

SITE PLAN REVIEW

N DINA Required? N Project of Regional Significance?

N Parent Project link required?

Y Will this go to the City Council?

Is there a condition of approval for a Required Review?

Hearing Type

If yes, when does it need to be reviewed?

Public, Non-Public, Admin PUBLIC

Staff Recommendation

Entitlement Exercised?

Meeting Information

Meeting Info
Meeting Date
Comments
Added By

Meeting Type

Meeting Status

YES Votes

NO Votes

ABSTENTIONS

Add Date

Modified By

Modified Date

04/12/2011

PC

SCHEDULED

0

0

0

JMARSHALL

02/24/2011

Template Type AP#

AP Type

Status

Stage

No children exist for this project

Employee
Employee ID

Last

First

MI

Comments

980608

HOWE

MICHAEL

P

Log
Action
Comments

Description

Entered By

Start

Stop

Hours

PAYMNT

CO NAME WHO PICKED UP CONTACT#

890381

02/24/2011 14:53

0.00

SCOTT BROWN; DESIGNCELL LLC; CK#5364; 702-403-1575;

Z-SUBC

REASON ALL ITEMS NOT SUBMITTED

982998

02/24/2011 14:04

02/24/2011 14:04

0.00

SOFI was not submitted for SDR. Applicant will provide an original on Monday, February 28.



Go to Planning's web page

Print Form

Clear Form

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) 424 S. 7th Street

Project Name EVAPS Law Office

Proposed Use parking

Assessor's Parcel #(s) 139-34-710-029

Ward # 3 - Reese

General Plan: existing _____ proposed _____

Zoning: existing R-3

proposed C-1

Commercial Square Footage 0

Floor Area Ratio 0

Gross Acres 0.26

Lots/Units 0

Density 0

Additional Information _____

PROPERTY OWNER Daniel Ross

Contact Daniel Ross

Address 46 E. Victory Road

Phone: 7023880924

Fax: _____

City Henderson

State NV

Zip 89015

E-mail Address _____

APPLICANT same as owner

Contact _____

Address _____

Phone: _____

Fax: _____

City _____

State _____

Zip _____

E-mail Address _____

REPRESENTATIVE DesignCell Architecture

Contact Scott Brown

Address 10777 W. Twain Ave. #125

Phone: 7024031575

Fax: 8774031575

City Las Vegas

State NV

Zip 89135

E-mail Address scott@designcell.cc

Property Owner Signature* Daniel Ross

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

Print Name DANIEL ROSS

Subscribed and sworn before me

This 24th day of February, 2011

Dawn M. Leno-Brown

FOR DEPARTMENT USE ONLY

Case #

SOR-41045

Meeting Date:

4-12-11

Total Fee:

1030.00

Date Received:

2-24-11

Received By:

JFmuel

Notary Public in and for said County

Revised 10/27/08



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

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

**DEPARTMENT OF PLANNING****STATEMENT OF FINANCIAL INTEREST**Case Number: **SDR-41045** APN: 139-34-710-029Name of Property Owner: Daniel RossName of Applicant: Daniel Ross

Name of Representative: _____

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?

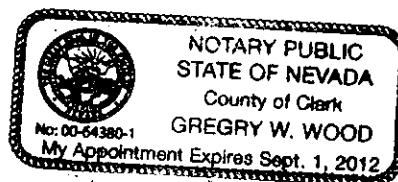
☐ Yes☒ No

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: *Daniel Ross*Print Name: DANIEL ROSSCLARK COUNTY, NEVADA
Subscribed and sworn before meThis 24 day of FEB., 2011*Gregory W. Wood*
Notary Public in and for said County and State

EVAPS Law Office Building
Project # 10 016
Page 1 of 1

February 24, 2011

CLV Planning & Development

731 South Fourth Street
Las Vegas, NV 89101
Phone: (702) 229-6301
Fax: (702) 474-7463

Re: Zone Change and Site Development Plan Review
APN: 139-34-710-029

To whom it may concern:

The purpose of this letter is a request a Zone Change and Site Development Plan Review for the property located at 424 South 7th Street in Las Vegas, Nevada 89101.

Architectural plans depict 25 covered parking stalls with adjacent landscaping. The applicant's intention is to install surface parking and lease the spaces to the adjacent land owner to support their proposed law office project. In order to develop the site as a satellite parking lot, the parcel will need to be re-zoned from R-3 to C-1. The rezone is consistent with development in the downtown area, as every other parcel on this block has already been re-zoned to C-1.

The applicant has structured a lease agreement with the property owner at 400 S. 7th Street. The lease has a ten year term, with a 9 year option, and first right of refusal to purchase the property.

A driveway entrance will be provided from both 7th Street and the Alley. A waiver of standard is requested for the driveway entrance from 7th Street as shown on the site plan. Please refer to the attached site plan.

Required landscaping, conforming to Title 19, will be provided on the property, and is shown on the landscape plan. A landscape buffer of 8'-0" is provided along the property line to the south where the new development is adjacent to a less intensive use. A waiver for the front landscape setback along 7th Street is requested to allow 13' where 15' is required. Please refer to the attached landscape plan.

We appreciate your assistance in moving forward with these modifications to the previously approved project.

Sincerely,



Scott L. Brown, NCARB
Principal
DesignCell, LLC

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FEB 24 2011

ZON-41044
SDR-41045

BUSINESS LICENSE

City of Las Vegas • Las Vegas, Nevada

IN ACCORDANCE WITH THE PROVISIONS OF THE LAS VEGAS MUNICIPAL CODE, AS AMENDED, LICENSE IS HEREBY GRANTED TO OPERATE THE BUSINESS REFERENCED BELOW.

LICENSE #: Q09-00135-6-148283

DATE ISSUED: 12/09/09

TYPE OF LICENSE: ARCHITECTURAL FIRM

1 PROS

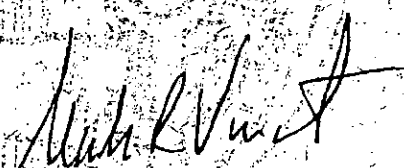
BUSINESS LOCATION: 10777 W TWAIN AV 125

ISSUE TO: DESIGNCELL LLC

DBA:
DESIGNCELL
10777 W TWAIN AV 125
LAS VEGAS NV 89135

PRINCIPAL(S)

CECHAVICHUS, KASTYTIS, MGR 50%
BROWN, SCOTT, MGR 50%


Director, Department of Finance and Business Services

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FEB 24 2010

Failure to maintain any required state license renders this Business License invalid.

Post in a conspicuous place.



951127.01342

WHEN RECORDED MAIL TO:
Daniel Ross
424 S. 7th St.
Las Vegas, NV 89101-6902

INDEX RECORDATION UNDER:
APN 139-34-710-029
APN 176-24-201-007
APN 139-33-410-002

AFFIDAVIT -- DEATH OF JOINT TENANT

Daniel Ross, of legal age, being first duly sworn, deposes and says:

1. That Pauline Ross, the decedent mentioned in the attached certified copy of Certificate of Death, died on Nov. 2, 1995 in Sherman Oaks, CA.
2. That Pauline Ross is the mother of affiant Daniel Ross.
3. That Pauline Ross, decedent, and Daniel Ross, affiant, are the same persons as Pauline Ross and Daniel Ross named in three (3) Quitclaim Deeds for parcels of real property located in Clark County, NV, in each of which Quitclaim Deeds Pauline Ross is the grantor, and Pauline Ross and Daniel Ross are the grantees, as joint tenants with right of survivorship.
4. That the Quitclaim Deeds and the parcels are:

- 4.1. Quitclaim Deed signed 10/26/89, recorded in Clark County as document number 891026:00693.

Lots Twenty (20), Twenty-one (21) and Twenty-two (22) 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.

424 S. 7th St., Las Vegas, NV
APN 139-34-710-029

- 4.2. Quitclaim Deed signed 10/26/89, recorded in Clark County as document number 891026:00694.

Mount Diablo Meridian, Nevada. T. 22 S., R. 60 E., Sec. 24,
SW 1/4 NW 1/4 SW 1/4 NW 1/4

APN 176-24-201-007

- 4.2. Quitclaim Deed signed 10/27/89, recorded in Clark County as document number 891027:00896.

Lot Nine (9) in Block Three (3) of WOODLAND PARK, as shown by map thereof on file in Book 1 of Plats, page 117, in the Office of the County Recorder of Clark County, Nevada.

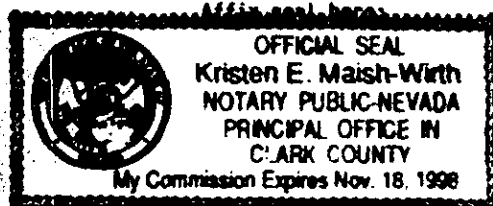
2033 Goldring Ave., Las Vegas, NV
APN 139-33-410-002

Daniel Ross
Daniel Ross, affiant

NOTARIZATION:

State of Nevada) ss.
County of Clark)

Subscribed and sworn to before me on 11-27-95
Date



Kristen E. Maish-Wirth
Notary Public

Notary Public in and for the County of Clark, State of Nevada.

My commission expires on Nov 18 1998
Date

RECEIVED
FEB 24 2011

951127.01342

CERTIFICATE OF DEATH

STATE OF CALIFORNIA

THIS IS A TRUE COPY OF THE RECORD FILED IN THE COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES IF IT BEARS THIS SEAL IN FULL FAITH.

LOCAL DEPARTMENT NUMBER

STATE FILE NUMBER		NAME OF DECEASED		NAME OF DECEASED		NAME OF DECEASED	
PAULINE		ROSS		ROSS		ROSS	
4. DATE OF BIRTH MM/DD/YYYY		5. AGE YRS		6. UNDER 24 HOURS		7. DATE OF DEATH MM/DD/YYYY	
12/19/1906		88		F		11/02/1995	
8. STATE OF BIRTH		10. SOCIAL SECURITY NO		11. MARITAL STATUS		12. LOCATION YEARS COMPLETED	
Russia		551-50-6126		Widow		14	
13. RACE		15. HISPANIC SPANISH		16. USUAL EMPLOYER		17. YEARS OF EMPLOYMENT	
Caucasian		☐ YES ☒ NO		Los Angeles County		25	
18. OCCUPATION		19. KIND OF BUSINESS		20. RESIDENCE STREET AND NUMBER OR LOCATION		21. CITY	
Court Reporter		Law		3731 Weslin Avenue		Sherman Oaks	
22. COUNTY		23. ZIP CODE		24. YEAR OF BIRTH		25. STATE OF FOREIGN COUNTRY	
Los Angeles		91423		75		California	
26. NAME, RELATIONSHIP		27. MARITAL ADDRESS (STREET AND NUMBER OR RURAL ROUTE, NUMBER, CITY OR TOWN, STATE, ZIP)		28. NAME OF SPOUSE (FIRST)		29. MIDDLE	
Daniel Ross, Son		424 S. 7th Street, Las Vegas, NV 89101		Unknown		Unknown	
30. NAME OF SPOUSE (LAST)		31. MIDDLE		32. LAST (MARRIED)		33. FIRST (MARRIED)	
Lieberman		Lieberman		Bank		Russia	
34. DATE MM/DD/YYYY		35. PLACE OF FINAL DISPOSITION		36. TYPE OF DISPOSITION		37. SIGNATURE OF EMBALMER	
11/09/1995		Res: Daniel Ross, 424 S. 7th Street, Las Vegas, NV		CR/TR/RES		Not embalmed	
38. NAME OF FUNERAL DIRECTOR		39. LICENSE NO		40. SIGNATURE OF LOCAL REGISTRAR		41. DATE MM/DD/YYYY	
Aftercare CA Crem & BU Society		FD1166		Robert C. Madigan		11/07/1995	
101. PLACE OF DEATH		102. IF HOSPITAL, SPECIFY ONE		103. FACILITY OTHER THAN HOSPITAL		104. COUNTY	
Residence		☐ IP ☐ ER ☐ DCA		☒ CONV ☐ HOSP ☐ OTHER		Los Angeles	
105. STREET ADDRESS STREET AND NUMBER OR LOCATION		106. CITY		107. DEATH WAS CAUSED BY: ENTER ONLY ONE CAUSE PER LINE FOR A, B, C, AND D		108. DEATH REPORTED TO CORONER	
3731 Weslin Avenue		Sherman Oaks		IMMEDIATE CAUSE (A) leukemia		☐ YES ☒ NO	
109. STREET ADDRESS STREET AND NUMBER OR LOCATION		110. CITY		DUE TO (B) polycythemia vera		111. REPORT PERFORMED	
3731 Weslin Avenue		Sherman Oaks		DUE TO (C)		☐ YES ☒ NO	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATABLE TO CAUSE LISTED IN 107		113. WAS OPERATION PERFORMED FOR ANY CONDITION WITHIN 107 OR 112? IF YES, LIST TYPE OF OPERATION AND DATE		114. CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED		115. SIGNATURE AND DATE OF CERTIFIER	
NONE		NO		03/30/1994 10/20/1995		Sandra Welgreen, M.D. 13652 Cantara St., Panorama City, CA 91402	
116. CERTIFY THAT AT NO OTHER TIME OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED		117. MANNER OF DEATH		118. SIGNATURE OF CORONER		119. DATE MM/DD/YYYY	
119. MANNER OF DEATH		120. SIGNATURE OF CORONER		121. DATE MM/DD/YYYY		122. SIGNATURE OF CORONER	
☐ NATURAL ☐ SUICIDE ☐ HOMICIDE		123. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		124. SIGNATURE OF CORONER		125. DATE MM/DD/YYYY	
☐ ACCIDENT ☐ PENDING INVESTIGATION ☐ COULD NOT BE DETERMINED		126. SIGNATURE OF CORONER		127. DATE MM/DD/YYYY		128. SIGNATURE OF CORONER	
129. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		130. SIGNATURE OF CORONER		131. DATE MM/DD/YYYY		132. SIGNATURE OF CORONER	
133. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		134. SIGNATURE OF CORONER		135. DATE MM/DD/YYYY		136. SIGNATURE OF CORONER	
137. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		138. SIGNATURE OF CORONER		139. DATE MM/DD/YYYY		140. SIGNATURE OF CORONER	
141. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		142. SIGNATURE OF CORONER		143. DATE MM/DD/YYYY		144. SIGNATURE OF CORONER	
145. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		146. SIGNATURE OF CORONER		147. DATE MM/DD/YYYY		148. SIGNATURE OF CORONER	
149. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		150. SIGNATURE OF CORONER		151. DATE MM/DD/YYYY		152. SIGNATURE OF CORONER	
153. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		154. SIGNATURE OF CORONER		155. DATE MM/DD/YYYY		156. SIGNATURE OF CORONER	
157. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		158. SIGNATURE OF CORONER		159. DATE MM/DD/YYYY		160. SIGNATURE OF CORONER	
161. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		162. SIGNATURE OF CORONER		163. DATE MM/DD/YYYY		164. SIGNATURE OF CORONER	
165. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		166. SIGNATURE OF CORONER		167. DATE MM/DD/YYYY		168. SIGNATURE OF CORONER	
169. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		170. SIGNATURE OF CORONER		171. DATE MM/DD/YYYY		172. SIGNATURE OF CORONER	
173. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		174. SIGNATURE OF CORONER		175. DATE MM/DD/YYYY		176. SIGNATURE OF CORONER	
177. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		178. SIGNATURE OF CORONER		179. DATE MM/DD/YYYY		180. SIGNATURE OF CORONER	
181. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		182. SIGNATURE OF CORONER		183. DATE MM/DD/YYYY		184. SIGNATURE OF CORONER	
185. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		186. SIGNATURE OF CORONER		187. DATE MM/DD/YYYY		188. SIGNATURE OF CORONER	
189. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		190. SIGNATURE OF CORONER		191. DATE MM/DD/YYYY		192. SIGNATURE OF CORONER	
193. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		194. SIGNATURE OF CORONER		195. DATE MM/DD/YYYY		196. SIGNATURE OF CORONER	
197. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		198. SIGNATURE OF CORONER		199. DATE MM/DD/YYYY		200. SIGNATURE OF CORONER	

THIS IS A TRUE CERTIFIED COPY OF THE RECORD FILED IN THE COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES IF IT BEARS THIS SEAL IN FULL FAITH.



NOV 08 1995

57

Director of Health Services and Programs

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

D ROSS

11-27-95 14:42 CDD
OFFICIAL RECORDS
BOOK: 951127 INST: 01342

FEE: 8.00 APTT: .00

RECEIVED
FEB 24 2011

Exhibit 'A'

Legal Description:

Lots Twenty (20), Twenty-one (21) and Twenty-two (22) in block Five (5) of Wardie Addition to Las Vegas, as shown by map thereof on file in Book 1 of Plates, page 13, in the Office of County Recorder of Clark County, Nevada.

424 S. 7th Street, Las Vegas, NV 89101

APN 139-34-710-029

Said parcel contains 25,425 square feet more or less.

RECEIVED
FEB 24 2011

LEASE AGREEMENT

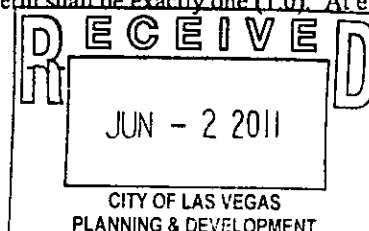
THIS LEASE AGREEMENT ("Agreement") dated and is effective as of JUNE 1, 2011, is between EVAPS, LLC, a Nevada limited liability company ("EVAPS" or "Tenant"), and Daniel Ross, an individual ("Owner" or "Landlord").

1. Premises. Landlord owns a parcel of land located in the City of Las Vegas, County of Clark, State of Nevada, commonly known as 424 S. 7th St., Las Vegas, Nevada 89101-6902, (APN: 139-34-710-029) (the "Premises"). The Premises is more particularly described in Exhibit A attached hereto. Subject to the provisions of Section 2 below ("Effective Date/Due Diligence Period"), Owner hereby leases to EVAPS and EVAPS leases from Owner, the Premises and all other access and utility easements necessary or desirable therefore.

2. Effective Date/Due Diligence Period. This Agreement shall be effective on the date of full execution hereof ("Effective Date"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Section 8.1 below ("Due Diligence Period"), EVAPS shall only be permitted to enter the Premises for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "Investigations and Tests") that EVAPS may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that EVAPS determines, during the Due Diligence Period, that the Premises are not appropriate for EVAPS' intended use, or if for any other reason, or no reason, EVAPS decides not to commence its tenancy of the Premises, then EVAPS shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and EVAPS expressly acknowledge and agree that EVAPS' access to the Property during this Due Diligence Period shall only be allowed after providing prior written notice to Owner at least Twenty-Four (24) hours prior to any such entry, shall be solely for the limited purpose of performing the Investigations and Tests, and that EVAPS shall not be considered an owner or operator of any portion of the Premises, and shall have no ownership or control of any portion of the Premises (except as expressly provided in this Section 2), prior to the Term Commencement Date. EVAPS shall be liable for any personal injury, and for any damage to neighboring property, resulting from the tests that EVAPS conducts. If EVAPS declines to lease the Premises, EVAPS shall restore the Premises as closely as is reasonably possible to the state it held just prior to the EVAPS tests.

3. Use. The Premises may be used by Tenant for the construction, maintenance and operation of parking related facilities and structures. During construction on the Premises or on nearby property owned by Tenant, the Premises may be used by Tenant for a construction office, for parking of construction vehicles, and for storage of equipment and supplies used in the construction. Landlord agrees, at no expense to Landlord, to reasonably cooperate with Tenant, in making application for and obtaining all licenses, permits, easements, and any and all other necessary approvals that may be required for Tenant's intended use of the Premises, but that any and all construction on the Premises shall be subject to Landlord's pre-approval of related plans and specifications, such pre-approval not to be unreasonably withheld. Landlord pre-approval of proposed construction shall be limited to general propriety. Landlord shall not pre-approve, approve, or oversee design details, engineering aspects, or construction, and Landlord shall not be liable for any defects therein.

4. Rent. Rent shall be due and payable within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter. Tenant shall pay to Landlord as monthly rent, the (arithmetic) product of Two Thousand Dollars and Zero Cents (\$2000.00) multiplied by a Multiplying Factor. The Multiplying Factor during the initial year of the Term shall be exactly one (1.0). At each subsequent anniversary



Landlord's Initials:

Tenant's Initials:

DR
RDR

of the Term Commencement Date, the Multiplying Factor shall be recalculated as follows. The new Multiplying Factor shall be the greater of either (i) the ratio of C-CPI-U for June of the anniversary year, divided by C-CPI-U for June 2011, where C-CPI-U is one of the consumer price indices calculated and disseminated by the United States Bureau of Labor Statistics, or else (ii) a 2% annual increase compounded annually since the Term Commencement Date, calculated as 1.02 raised to the power of the number of years in the anniversary. Rent for any fractional month at the end of the Term shall be prorated. Rent shall be paid to Landlord at the same address as is specified for Notices in Section 15 below. Tenant's rent obligation is contingent upon Landlord providing Tenant with an accurate and executed Internal Revenue Service form W-9.

5. Improvements. Tenant has the right to construct, maintain, install, repair, secure, replace, remove and operate on the Premises any desired facilities within the scope of Section 3 above including, but not limited to, surface parking facilities, parking structure(s) and foundation(s), utility lines, lighting, parking meters and related equipment, electronic equipment and equipment shelter(s), a power generator and generator pad, and supporting equipment and structures therefore ("Tenant Facilities"). In connection therewith, Tenant has the right to do all work necessary to prepare, add, maintain and alter the Premises for Tenant's parking operations. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall indemnify and hold Landlord harmless for all claims against the property arising from Tenant's construction on the Premises, including any mechanic's liens related to Tenant's construction. Either party to this Agreement, upon receiving official government notice of noncompliance or receiving a mechanic's lien, shall promptly notify the other party. Such notification shall include the full text of the government notice or of the lien.

6. Access and Utilities.

6.1 During the Term of the Agreement, Landlord shall provide Tenant, Tenant's employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Premises. Tenant shall be solely responsible for all of Tenant's employees, agents, contractors, subcontractors and assigns on the Premises and Landlord shall have no legal liability or responsibility whatsoever for the same during the Term of the Agreement, nor for the consequences of access, use, or abuse, unauthorized by either Landlord or Tenant.

6.2 Tenant shall be responsible for all maintenance and repairs to the Premises at Tenant's sole costs and expense, except for any damage to the Premises caused by Landlord.

7. Taxes. Tenant shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises or this Agreement during the Term of this Agreement.

8. Duration.

8.1 The rental aspect of this Agreement shall commence on August 1, 2011 ("Term Commencement Date"). The Term Commencement Date is its own 0th (zeroth) anniversary.

8.2 In the absence of any Notice of Non-Renewal, described in Section 8.4 below, or of any termination, described in Sections 8.5 and 8.6 below, this Agreement shall automatically renew itself on each anniversary of the Term Commencement Date, starting with the 0th (zeroth) anniversary. Automatic renewal shall not occur after the effective date of a Notice of Non-Renewal or of a termination.

8.3 In the absence of any termination, described in Sections 8.5 and 8.6 below, the duration of this Agreement shall continue for 10 years after the most recent automatic renewal of this Agreement.

8.4 At any time in the duration of this Agreement, either the Landlord or the Tenant may deliver a written "Notice of Non-Renewal" to the other party. The Notice of Non-Renewal must be clearly labeled as such, must contain clear reference to this Agreement, and must be signed by the issuer. No notice for non-renewal is needed. The Notice of Non-Renewal becomes effective on the date of its constructive receipt.

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8.5 This Agreement may be terminated without further liability on thirty (30) days prior written notice by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; and except that the grace period for any monetary default is ten (10) days from receipt of written notice.

8.6 This Agreement may also be terminated by Tenant without further liability on thirty (30) days prior written notice if Tenant is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval, excluding zoning change or variance, from any governmental authority, thus, restricting Tenant from installing, removing, replacing, maintaining or operating any Tenant Facilities within the scope of Section 3 above, or from otherwise using the Premises in the manner intended by Tenant and within the scope of Section 3 above.

8.7 Any notice of termination must be clearly labeled as such, must contain a clear reference to this Agreement, must state the cause for termination, must identify the provision in this Agreement that authorizes termination for the stated cause, and must be signed by the issuer.

9. Right of First Refusal. In the event Owner dies during the term of this Agreement, this Agreement shall remain in full force and effect. Upon death of the Owner, Tenant shall have the exclusive right of first refusal to purchase the Premises for an amount equal to the highest qualified bid at public auction of the Premises.

10. Condemnation. If the Premises or Tenant Facilities are condemned or transferred in lieu of condemnation, not through the fault of Tenant, Tenant may elect to terminate this Agreement by providing written notice to Landlord, at which time all obligations of Tenant as contained in this Agreement shall immediately cease.

11. Insurance; Subrogation; and Indemnity.

11.1 Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million Dollars (\$1,000,000.00) naming Landlord as an additional insured under such policy of insurance. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

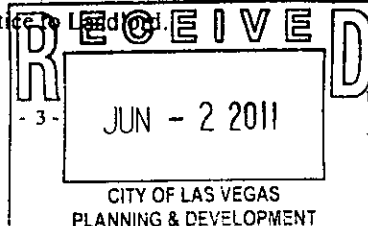
11.2 Tenant shall be solely responsible for all damages caused to any party based upon Tenant's use of the Premises or its conduct or the conduct of Tenant's employees, agents, contractors, subcontractors, assigns, including liability for all tax liens, mechanic's liens, and injury or property damage.

12. Assignment. Tenant may assign this Agreement at any time with notice to be provided to Landlord as soon thereafter as reasonably possible provided that Landlord consent in writing to the same, such consent not to be unreasonably withheld.

13. Title and Quiet Enjoyment.

13.1 Landlord represents and warrants that (i) it has full right, power, and authority to execute this Agreement, (ii) Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods, (iii) it has informed Tenant that it is unaware of any necessary approvals and consents, and has taken all necessary action to enable Landlord to enter into this Agreement and to allow Tenant to install and operate any parking facilities on the Premises, and (iv) the Premises and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date.

13.2 Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises, Tenant shall have the right to terminate this Agreement immediately upon written notice to Landlord.



Landlord's Initials:

Tenant's Initials:

DR
DK

14. Environmental. As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Premises in violation of any applicable law or regulation, and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Premises in violation of any applicable law or regulation; (ii) no notice has been received by or on behalf of Landlord from any governmental entity or agent claiming any violation of any applicable environmental law or regulation in, on, under, upon or affecting the Premises; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Premises in violation of any applicable law or regulation. Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Section 14 by such party; and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Tenant, from operations in or about the Premises by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Premises by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Section 14 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. "**Hazardous Material**" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any applicable environmental law or regulation, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental law or regulation.

15. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Tenant, to:	With a copy to:	If to Landlord, to:
EVAPS, LLC ATTN: ROBERT T. EGLET, ESQ. 400 S. 4 th St., Suite 600 Las Vegas, NV 89101		Daniel Ross 46 E. Victory Rd. Henderson, NV 89015-7051

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

16. Miscellaneous.

16.1 If Tenant is to pay Rent to a payee other than the Landlord, Landlord shall notify Tenant in advance in writing of the payee's name and address.

16.2 Landlord and Tenant agree to submit to binding arbitration any dispute related to this Agreement (including, but not limited to, any dispute related to the interpretation or enforceability of this Agreement) and agree that the arbitration process shall be the exclusive means for resolving disputes which the parties cannot resolve. The laws of the State of Nevada shall apply to this Agreement. Any arbitration hereunder shall be conducted through a mutually agreed upon private dispute resolution program. The prevailing party shall be reimbursed for all expenses of arbitration, including arbitration fees and reasonable attorneys' fees and costs. All arbitration proceedings shall be confidential. Neither party shall disclose any information about the evidence produced by the other party in the arbitration proceedings, except in the course of judicial, regulatory, or arbitration proceeding, or as may be demanded by government authority. Before making any disclosure permitted by the preceding sentence, a party shall give the other party reasonable advance written notice of the intended disclosure and an opportunity to prevent disclosure. In connection with any arbitration provisions hereunder, each party shall have the right to take the deposition of three (3) individuals and any expert witness retained by the other party. Additional discovery may be had only where the arbitrator so orders, upon a showing of substantial need. Only evidence that is directly relevant to the issues may be obtained in discovery. Each party bears the burden of

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persuasion of any claim or counterclaim raised by that party. The arbitration provision of this Agreement shall not prevent any party from obtaining injunctive relief from a court of competent jurisdiction to enforce the obligations for which such party may obtain provisional relief pending a decision on the merits by the arbitrator. Each of the parties hereby consents to the jurisdiction of Nevada courts for such purpose. The arbitrator shall have authority to award any remedy or relief that a court of the State of Nevada could grant in conformity to applicable law except that the arbitrator shall have no authority to award punitive damages. Any arbitration award shall be accompanied by a written statement containing a summary of the issues in controversy, a description of the award and an explanation of the reasons for the award. The arbitrator's award shall be final and judgment may be entered upon such award by any court.

16.3 If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.4 Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement shall so survive.

16.5 This Agreement shall be governed under Nevada law, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

16.6 This Agreement shall be promptly recorded by Tenant.

16.7 All Exhibits referred herein are incorporated herein for all purposes.

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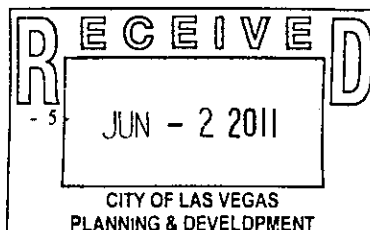
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Landlord's Initials:

Tenant's Initials:

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16.8 This Agreement constitutes the entire Agreement between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first above written.

LANDLORD:

Daniel Ross

By: Daniel Ross

Name: DANIEL ROSS

Title: OWNER

Date: JUNE 1, 2011

Tax I.D.: (SUPPLIED ELSEWHERE)

TENANT:

EVAPS, LLC, a Nevada limited liability company

By: [Signature]

Name: ROBERT T. EGLET

Title: PARTNER

Date: 6/1/11

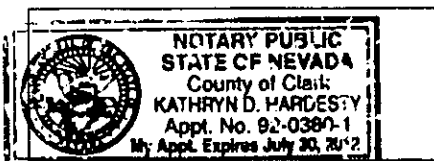
STATE NEVADA)

) ss.

COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Daniel Ross is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: June 1, 2011



(Use this space for notary stamp/seal)

Kathryn D. Hardesty
Notary Public
Print Name Kathryn D. Hardesty
My commission expires July 30, 2012

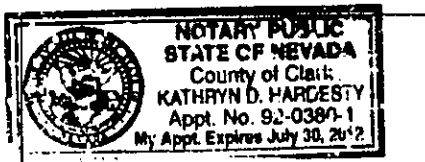
STATE OF NEVADA)

) ss.

COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Robert T. Eglet is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Partner of EVAPS, LLC, a NV limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 1, 2011



(Use this space for notary stamp/seal)

Kathryn D. Hardesty
Notary Public
Print Name Kathryn D. Hardesty
My commission expires July 30, 2012

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EXHIBIT A

DESCRIPTION OF PREMISES

to the Agreement dated JUNE 1, 2011, by and between Daniel Ross, an individual, as Landlord, and EVAPS LLC, a Nevada limited liability company, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 139-34-710-029

**LOTS TWENTY (20), TWENTY-ONE (21) AND TWENTY-TWO (22) 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**

COMMONLY KNOWN AS 424 S. 7TH STREET, LAS VEGAS, NV 89101.

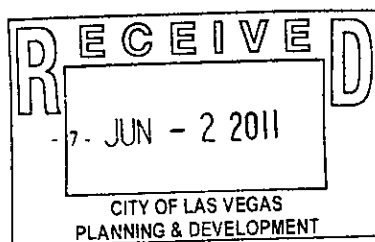
Notes:

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Property's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

WHEN RECORDED, RETURN TO:

**EVAPS, LLC
Attention: Robert T. Eglet
400 S. 4th St., Suite 600
Las Vegas, Nevada 89101**

EVAPS, LLC & Daniel Ross Leave Agreement



Landlord's Initials:

Tenant's Initials:

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