



November 3, 2014

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

Herd Properties, LLC
Cook Living Trust 70
13701 Sunset Boulevard
Pacific Palisades, California 90272

RE: SUP-55218 - SPECIAL USE PERMIT
SPECIAL CITY COUNCIL MEETING OF OCTOBER 28, 2014

Dear Applicant:

The City Council at a special meeting held October 29, 2014 APPROVED the request for a Special Use Permit FOR A PROPOSED 3,272 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 1600 South Las Vegas Boulevard, Suite #150 (APN 162-03-210-058), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 30, 2014. This approval is subject to:

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Medical Marijuana Dispensary use.
2. No physician or medical person making recommendations for medical marijuana may be located within a dispensary.
3. Conformance to the associated final recommendation of the Downtown Design Review Committee (DDRC) shall be required.
4. There shall be no on-premise consumption (the use, smoking, ingestion or consumption of any marijuana, edible marijuana or marijuana infused product) on the licensed premises.
5. All development shall be in conformance with the sign elevations, date stamped 07/31/14, site plan and building elevations, date stamped 08/07/14 and floor plan, date stamped 08/28/14, except as amended by conditions herein. Any modification of the premises of a medical marijuana establishment shall be filed 60 days in advance of any proposed construction. A full and complete copy of all architectural and building plans shall be filed with the Director for a review of compliance with Title 6.95 and Title 19. The Director shall review the plans and approve any modifications in compliance with this chapter prior to the commencing of any construction of modifications.
6. This approval shall be void eighteen months from the date of final approval, unless exercised pursuant upon the issuance of a business license. An Extension of Time may be filed for consideration by the City of Las Vegas.

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

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov



Herd Properties, LLC
SUP-55218 – Page Two
November 3, 2014

17. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

A handwritten signature in cursive script that reads "Angela Crolli".

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

cc: Mr. Neal Tomlinson
Boulevard Medical, LLC
8485 Sunset, 3rd Floor
Las Vegas, Nevada 89143

Ms. Lucy Stewart
LAS Consulting
1916 Trail Peak Lane
Las Vegas, Nevada 89134



LAS VEGAS
CITY COUNCIL

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LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

September 24, 2014

Herd Properties, LLC
Cook Living Trust 70
13701 Sunset Boulevard
Pacific Palisades, California 90272

RE: SUP-55218 - SPECIAL USE PERMIT
SPECIAL PLANNING COMMISSION MEETING OF SEPTEMBER 23, 2014

Dear Applicant:

Your request for possible action on a request for a Special Use Permit FOR A PROPOSED 3,272 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 1600 South Las Vegas Boulevard, Suite #150 (APN 162-03-210-058), C-2 (General Commercial) Zone, Ward 3 (Coffin), was considered by the Planning Commission on September 23, 2014.

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

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Medical Marijuana Dispensary use.
2. No physician or medical person making recommendations for medical marijuana may be located within a dispensary.
3. Conformance to the associated final recommendation of the Downtown Design Review Committee (DDRC) shall be required.
4. There shall be no on-premise consumption (the use, smoking, ingestion or consumption of any marijuana, edible marijuana or marijuana infused product) on the licensed premises.
5. All development shall be in conformance with the sign elevations, date stamped 07/31/14, site plan and building elevations, date stamped 08/07/14 and floor plan, date stamped 08/28/14, except as amended by conditions herein. Any modification of the premises of a medical marijuana establishment shall be filed 60 days in advance of any proposed construction. A full and complete copy of all architectural and building plans shall be filed with the Director for a review of compliance with Title 6.95 and Title 19. The Director shall review the plans and approve any modifications in compliance with this chapter prior to the commencing of any construction or modifications.

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



6. This approval shall be void eighteen months from the date of final approval, unless exercised pursuant upon the issuance of a business license. An Extension of Time may be filed for consideration by the City of Las Vegas.
7. 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, as well as submitted as part of any business license application.
9. The presence of minors on the premises of a medical marijuana establishment is prohibited unless the minor is a qualified patient on the premises of a dispensary and is accompanied by his or her parent or legal guardian.
10. Approval of this Special Use Permit does not constitute approval of a medical marijuana facility license.
11. This business shall operate in conformance to Chapter 6.95 of the City of Las Vegas Municipal Code.
12. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displaying advertisement in the parking lot of the subject property without the appropriate permits.
13. This Special Use Permit shall be reviewed biennially concurrently with the associated business license, at which time the City Council may require the termination of the use. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Medical Marijuana Dispensary be removed.
14. All medical marijuana products shall remain in the original manufacturer's configuration intended for off-sale.
15. A Medical Marijuana Dispensary shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.

Herd Properties, LLC
Cook Living Trust 70
SUP-55218 - Page Three
September 24, 2014

16. Conformance to all regulations pertaining to Medical Marijuana Establishment found within Nevada Revised Statute 453A and Nevada Administrative Code NAC 453A.
17. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

This item will be considered by the City Council on October 29, 2014, at 9:00 A.M. in the Council Chambers of City Hall, 495 South Main Street, 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,



Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

PL:clb

cc: Mr. Neal Tomlinson
Boulevard Medical, LLC
8485 Sunset, 3rd Floor
Las Vegas, Nevada 89143

Ms. Lucy Stewart
LAS Consulting
1916 Trail Peak Lane
Las Vegas, Nevada 89134

AGENDA SUMMARY PAGE - PLANNING
SPECIAL PLANNING COMMISSION MEETING OF: SEPTEMBER 23, 2014

DEPARTMENT: PLANNING

DIRECTOR: TOM PERRIGO, ACTING

☐ Consent ☒ Discussion

SUBJECT:

SUP-55218 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BOULEVARD MEDICAL, LLC - OWNER: HERD PROPERTIES, LLC, S LAS VEGAS BOULEVARD SERIES - For possible action on a request for a Special Use Permit FOR A PROPOSED 3,272 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 1600 South Las Vegas Boulevard, Suite #150 (APN 162-03-210-058), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

C.C.: 10/28/2014

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

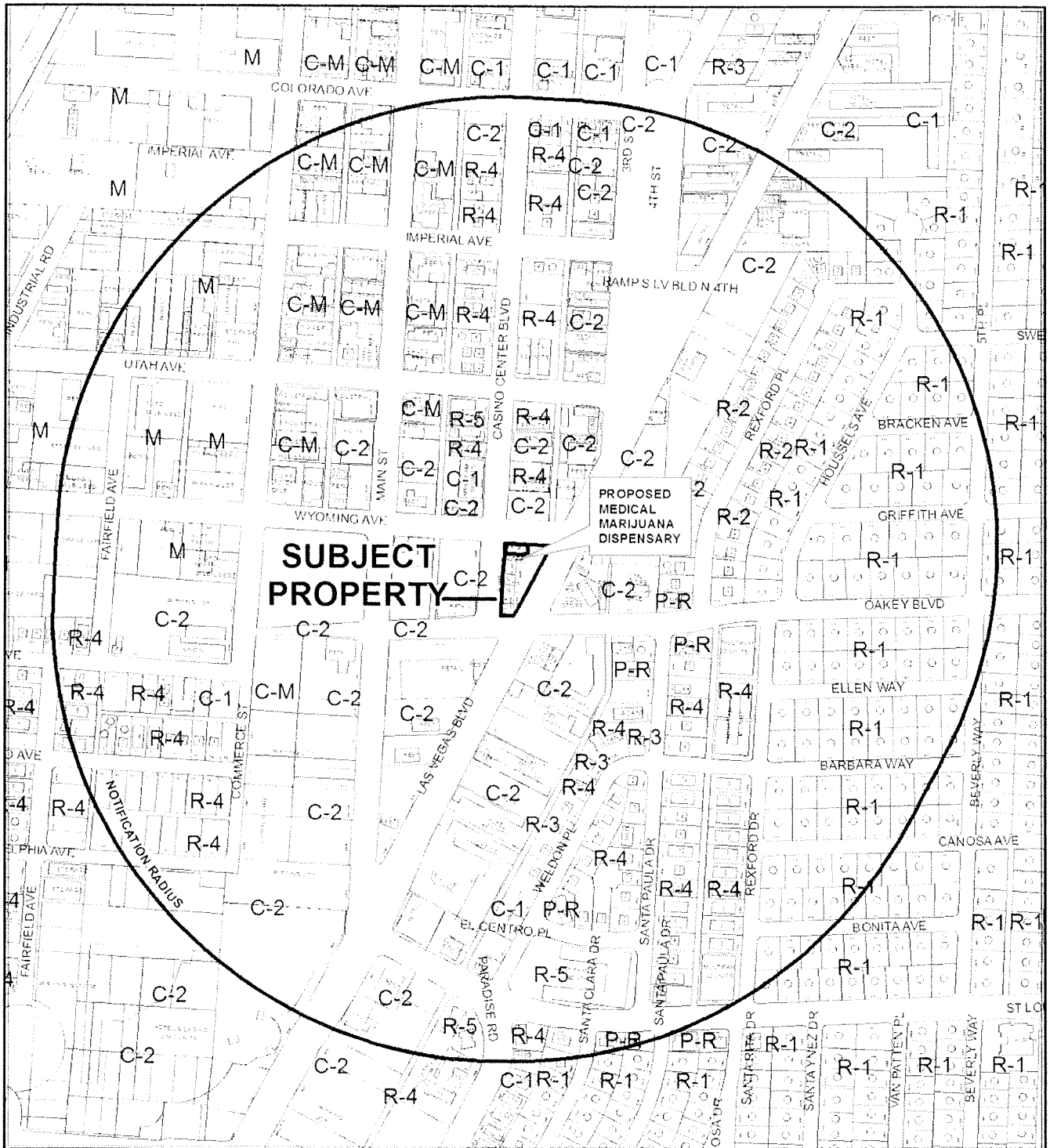
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RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Survey Certification
6. Justification Letter



CASE: **SUP-55218**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



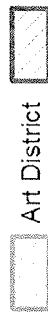
SUP-55218

Medical Marijuana Establishments

Protected Uses



Prohibited Areas



Δ-Pool

Pools
 Child Care/
 Children Facility

Subject Properties

	300 and 1000 foot buffer
	

 $z \triangleleft$

Protected Uses



COMMUNITY
CENTERS

[illegible]

Child Care/
Children Facility
Parks

Art District

Fremont



GIS maps are normally produced only to meet the needs of the City. Due to continuous development and this map is for reference only.

**Geographic Information System
Planning & Development Dept**
702-228-1541

Date: Tuesday August 12 2013



AGENDA MEMO - PLANNING

SPECIAL PLANNING COMMISSION MEETING DATE: SEPTEMBER 23, 2014

DEPARTMENT: PLANNING

ITEM DESCRIPTION: APPLICANT: BOULEVARD MEDICAL, LLC - OWNER: HERD PROPERTIES, LLC S LAS VEGAS BOULEVARD SERIES

** STAFF RECOMMENDATION(S) **

<i>CASE NUMBER</i>	<i>RECOMMENDATION</i>	<i>REQUIRED FOR APPROVAL</i>
SUP-55218	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-55218 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Medical Medical Marijuana Dispensary use.
2. No physician or medical person making recommendations for medical marijuana may be located within a dispensary.
3. Conformance to the associated final recommendation of the Downtown Design Review Committee (DDRC) shall be required.
4. There shall be no on-premise consumption (the use, smoking, ingestion or consumption of any marijuana, edible marijuana or marijuana infused product) on the licensed premises.
5. All development shall be in conformance with the sign elevations, date stamped 07/31/14, site plan and building elevations, date stamped 08/07/14 and floor plan, date stamped 08/28/14, except as amended by conditions herein. Any modification of the premises of a medical marijuana establishment shall be filed 60 days in advance of any proposed construction. A full and complete copy of all architectural and building plans shall be filed with the Director for a review of compliance with Title 6.95 and Title 19. The Director shall review the plans and approve any modifications in compliance with this chapter prior to the commencing of any construction of modifications.

MR

Conditions Page Two**September 23, 2014 – Special Planning Commission Meeting**

6. This approval shall be void eighteen months from the date of final approval, unless exercised pursuant upon the issuance of a business license. An Extension of Time may be filed for consideration by the City of Las Vegas.
7. 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, as well as submitted as part of any business license application.
9. The presence of minors on the premises of a medical marijuana establishment is prohibited unless the minor is a qualified patient on the premises of a dispensary and is accompanied by his or her parent or legal guardian.
10. Approval of this Special Use Permit does not constitute approval of a medical marijuana facility license.
11. This business shall operate in conformance to Chapter 6.95 of the City of Las Vegas Municipal Code.
12. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displaying advertisement in the parking lot of the subject property without the appropriate permits.
13. This Special Use Permit shall be reviewed biennially concurrently with the associated business license, at which time the City Council may require the termination of the use. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Medical Marijuana Dispensary be removed.
14. All medical marijuana products shall remain in the original manufacturer's configuration intended for off-sale.
15. A Medical Marijuana Dispensary shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.
16. Conformance to all regulations pertaining to Medical Marijuana Establishment found within Nevada Revised Statute 453A and Nevada Administrative Code NAC 453A.
17. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**** STAFF REPORT ******PROJECT DESCRIPTION**

This application is a request for a Special Use Permit for a proposed Medical Marijuana Dispensary to be located at 1600 South Las Vegas Boulevard, Suite #150. The subject site complies with all minimum distance requirements as set forth by Title 19.12 and therefore the use can be conducted in a compatible and harmonious manner with the existing surrounding land uses and future land uses as projected by the General Plan. As such, Staff recommends approval of the proposed use with standard conditions. If denied, no Medical Marijuana Dispensary would be permitted to be established at this site.

ISSUES

- The Medical Marijuana Dispensary use is permitted within a C-2 (General Commercial) zoning district with the approval of a Special Use Permit.
- The subject building elevations and signage has been reviewed and approved with conditions by the Downtown Design Review Committee (DDRC) on August 26th, 2014.
- For the subject site to be eligible for a Medical Marijuana Dispensary the subject site must be in compliance with all minimum distance separation requirements, pursuant to Title 19.12, as set forth by adopted Ordinance No. 6321.
- Simultaneous reviews of the business license application and the Special Use Permit application were conducted. If either application failed to comply with their respective requirements both applications would have been deemed incomplete and consequently rejected.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
05/21/14	City Council approved Text Amendment (TXT-52502) to amend LVMC Chapter 19.12 related to Permitted Uses and Chapter 19.18 related to Definitions and Measures to add Medical Marijuana Dispensaries, Facilities for the Production of Edible Marijuana Products or Marijuana Infused Products and Marijuana Cultivation Facilities as permissible uses by adding zoning district applicability, descriptions and definitions for these activities as they are contemplated by SB 374 of the Nevada Revised Statutes and to provide for other related matters. Ordinance No. 6321.

Staff Report Page Two

September 23, 2014 – Special Planning Commission Meeting

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc</i>	
06/04/14	City Council approved Text Amendment (TXT-52502) to amend Las Vegas Municipal Code Title 6 to implement licensing regulations related to facilities for the production of edible marijuana products or marijuana-infused products, medical marijuana dispensaries, medical marijuana cultivation facilities, and independent testing laboratories, collectively referred to as medical marijuana establishments, in conformance with the intent of SB 374 of the 2013 session of the Nevada Legislature and to provide for other related matters. Ordinance 6324.
08/26/14	The Downtown Design Review Committee approved the building elevations and signage for the proposed Medical Marijuana Dispensary.

<i>Most Recent Change of Ownership</i>	
10/22/08	A deed was recorded for a change in ownership.

<i>Pre-Application Work Group</i>	
06/16/14	A pre-application workgroup meeting was facilitated, in which submittal requirements for the filing of the Special Use Permit application, as well as Business Licensing applications were reviewed and supplemental handouts were given.

<i>Field Check</i>	
07/31/14	A field inspection was conducted on the subject site revealed that the existing retail business was in operation and the site is well maintained.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Net Acres	0.58

<i>Surrounding Property</i>	<i>Existing Land Use Per Title 19.12</i>	<i>Planned or Special Land Use Designation</i>	<i>Existing Zoning District</i>
Subject Property	General Retail Store, Other Than Listed	C (Commercial)	C-2 (General Commercial)
North	Parking lot	C (Commercial)	C-2 (General Commercial)
	Restaurant		
	Tavern		

Staff Report Page Three

September 23, 2014 – Special Planning Commission Meeting

<i>Surrounding Property</i>	<i>Existing Land Use Per Title 19.12</i>	<i>Planned or Special Land Use Designation</i>	<i>Existing Zoning District</i>
South	Restaurant	C (Commercial)	C-2 (General Commercial)
	General Retail Store, Other Than Listed		
East	General Retail Store, Other Than Listed	C (Commercial)	C-2 (General Commercial)
	Restaurant		
West	Undeveloped	C (Commercial)	C-2 (General Commercial)
	Restaurant		

<i>Master Plan Areas</i>	<i>Compliance</i>
Downtown Centennial Plan	Y
<i>Special Purpose and Overlay Districts</i>	<i>Compliance</i>
Downtown Centennial Plan North Strip Overlay District	Y
Las Vegas Boulevard Scenic Byway Overlay District	Y
<i>Other Plans or Special Requirements</i>	<i>Compliance</i>
Trails	Y
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	Gross Floor Area or Number of Units	Required			Provided		Compliance
		Parking Ratio	Parking		Parking		
			Regular	Handi-capped	Regular	Handi-capped	
Medical Marijuana Dispensary Facility	3.272	1/175 SF	19				
General Retail Store, Other than Listed	4.787	1/175 SF	28				
TOTAL SPACES REQUIRED			47		34		Y*
Regular and Handicap Spaces Required			45	2	32	2	Y*

*Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.

Staff Report Page Four
September 23, 2014 – Special Planning Commission Meeting

<i>Wall Signs:</i>			
<i>Standards</i>	<i>Allowed</i>	<i>Provided</i>	<i>Compliance</i>
Maximum Number	1 per Street Frontage	1	Y
Maximum Area	30 SF	30 SF	Y
Maximum Height	2 Feet	2 Feet	Y
Illumination	Internal (Neon Prohibited)	Internal Illumination	Y*

*A waiver of the Las Vegas Scenic Byway illumination standards was approved.

ANALYSIS

The Medical Marijuana Dispensary use is defined as “An establishment which acquires, possesses, delivers, transfers, transports, supplies, sells or dispenses marijuana or related supplies and educational materials to the holder of a valid registry identification card. This use includes a “medical marijuana dispensary,” as defined in NRS 453A.115.” The justification letter states, the applicant will provide a “safe, clean, comfortable, respectful and compassionate environment where our patients can easily and affordably obtain a host of wellness products and services including medical cannabis.” The floor plan illustrates a 3,272 square-foot Medical Marijuana Dispensary with 1,478 square feet of waiting, queuing and transaction space. Per the submitted justification letter and floor plan, the proposed use meets the definition outlined above.

The Minimum Special Use Permit Requirements for this use include:

*1. Pursuant to its general authority to regulate the cultivation, production, dispensing and sale of medical marijuana, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a medical marijuana dispensary and certain other uses that should be protected from the impacts associated with a medical marijuana dispensary. Therefore, except as otherwise provided below, no medical marijuana dispensary may be located within 1000 feet of any school; or within 300 feet of any individual care center licensed for more than 12 children, community recreational facility (public), City park, or church/house of worship.

The proposed use meets this requirement, as there are no schools, within 1,000 feet of the subject property, as well as there are no individual care centers licensed for more than 12 children, community recreational facilities (public) or City parks or churches/houses of worship within 300 feet of the subject property.

* 2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed medical marijuana dispensary which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use

which is closest to the proposed medical marijuana dispensary. The distance shall be measured in a straight line without regard to intervening obstacles.

Staff Report Page Five

September 23, 2014 – Special Planning Commission Meeting

The proposed use meets this requirement; measurement is taken from the property line of lots 1 through 5 of Plat Book 1 Page 52 located on the southwest corner of Wyoming Avenue and Las Vegas Boulevard.

- * 3. For the purpose of Requirement 2, and for that purpose only:
 - a. The “property line” of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and
 - b. The “property line” of a medical marijuana dispensary refers to:
 - i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or
 - ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:
 - A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;
 - B. The proposed medical marijuana dispensary will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed medical marijuana dispensary will be located;
 - C. All parking spaces required by this Section 19.12.070 for the medical marijuana dispensary use will be located on the same parcel as the use; and
 - D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

The subject site is an existing commercial development and did not require the creation of a separate parcel to meet the distance separation requirement. As such, subsection b.ii is not applicable and the site is in conformance with this requirement.

*4. The use shall conform to, and is subject to, the provisions of LVMC Title 6, as such provisions may be presently adopted or hereafter amended.

The use complies and will be subject to this requirement.

*5. No outside storage shall be permitted, including the use of shipping containers for on-site storage.

Staff Report Page Six
September 23, 2014 – Special Planning Commission Meeting

*6. Subject to the requirements of applicable building and fire codes, public access to the building shall be from one point of entry and exit, with no other access to the interior of the building permitted.

The submitted floor plan indicates only one public access point to the proposed Medical Marijuana Dispensary.

*7. No drive-through facilities shall be permitted in conjunction with a medical marijuana dispensary.

The proposed use complies with this requirement as the submitted site plan illustrates no drive-through facilities as part of the subject site.

*8. Signage for the establishment shall be limited to one wall sign per street frontage, the face of the sign not to exceed thirty square feet in area and not to exceed two feet in height. Such a sign shall be internally illuminated, with the use of neon prohibited.

The proposed use complies with this requirement as the submitted building and sign elevations illustrate the location and size of one 30 square-foot internally illuminated wall sign. There are three street frontages for this location; however, only one wall sign is proposed at this time.

*9. The Special Use Permit shall be void without further action if the uses ceases for a period exceeding 90 days.

The use will be subject to this requirement if the Special Use Permit is approved and exercised.

*10. A medical marijuana dispensary shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.

The use will be subject to this requirement if the Special Use Permit is approved and prior to it being exercised.

*11. Elevations and signage must first be reviewed by the Downtown Design Review Committee established pursuant to LVMC 19.10.100(D)(1) prior to any public hearing for a Special Use Permit. The review will be performed in accordance with the procedures set forth in LVMC 19.10.100(D), as in the case of reviews normally performed by that Committee, but measuring compliance instead with the substantive standards for elevations and signage pertaining to dispensaries that are set forth in this Title or that have been established administratively by the Director.

Staff Report Page Seven
September 23, 2014 – Special Planning Commission Meeting

The proposed building elevations and signage were reviewed and approved by the Downtown Design Review Committee (DDRC) on August 26th, 2014.

*12. No medical marijuana dispensary shall be located on any property which abuts Fremont Street west of 8th Street.

The use complies with this requirement as the subject site does not abut Fremont Street, west of 8th Street.

*13. No accessory uses are permitted in association with a medical marijuana dispensary.

The use will be subject to this requirement if the Special Use Permit is approved and will remain in effect the duration the use is active.

The proposed use would be placed within a 3,272 square-foot tenant space located within a retail center located along Las Vegas Boulevard. The subject site does not meet the minimum Title 19 parking requirement for the proposed use; however, Title 19 parking requirements do not automatically apply as the project is located in the North Strip Gateway overlay district of the Las Vegas Downtown Centennial Plan. There is ample street parking within a four block radius to provide for the 13 parking spaces required for this site. Other than the Minimum Special Use Permit Requirements found within Title 19.12, there are no special development requirements pertaining to the site.

There are no other similar uses or protected uses within the required distance separations. For these reasons, the proposed use is deemed compatible with the surrounding uses; therefore, staff recommends approval with conditions.

FINDINGS (SUP-55218)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

- 1. The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

The subject site complies with all minimum distance requirements as set forth by Title 19.12 and therefore the use can be conducted in a compatible and harmonious manner with the existing surrounding land uses and future land uses as projected by the General Plan.

Staff Report Page Eight

September 23, 2014 – Special Planning Commission Meeting

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

The site contains a multi-tenant retail building. This site contains adequate parking for all uses, and the proposed use does not generate the need for any additional parking spaces beyond what has been provided onsite.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

The proposed Medical Marijuana Dispensary can be accessed from Las Vegas Boulevard, a 120-foot Parkway Arterial that has adequate capacity to serve the proposed development. Secondary access is also provided from Wyoming Avenue, a 80-foot Major Collectors, as depicted on the Master Plan of Streets and Highway.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

The proposed Medical Marijuana Dispensary use will be subject to regular City and County inspections for licensing and will therefore not compromise the public health, safety, and general welfare or any objective of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.12.**

The proposed Medical Marijuana Dispensary or Medical use meets all distance separation requirements per Title 19.12. Conditions of approval will ensure conformance with all other minimum requirements for this use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

27

NOTICES MAILED

368

APPROVALS

0

PROTESTS

0



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-55218** APN: 162-03-210-058

Name of Property Owner: Cook Living Trust 70 & Herd Properties, LLC

Name of Applicant: Boulevard Medical, LLC

Name of Representative: Lucy Stewart, LAS Consulting

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: _____

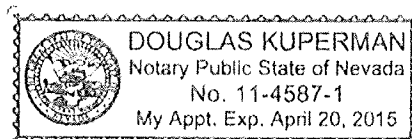
Print Name: D. NEAL TOMLINSON, CEO, APPLICANT

BOULEVARD MEDICAL LLC

Subscribed and sworn before me

This 23 day of FEY, 2014

[Signature]
Notary Public in and for said County and State





DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SUP-55218

Case Number: _____ APN: 162-03-210-058

Name of Property Owner: Cook Living Trust 70 & Herd Properties, LLC

Name of Applicant: Boulevard Medical, LLC

Name of Representative: Lucy Stewart, LAS Consulting

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): _____

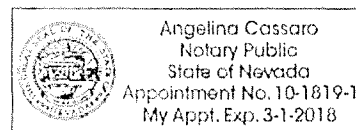
APN: _____

Signature of Property Owner: Nevada Brooks Cook
Print Name: Nevada Brooks Cook HEE
COOK Living Trust

Subscribed and sworn before me

This 21st day of July, 2014
[Signature]

Notary Public in and for said County and State



RECEIVED
JUL 23 2014
CITY OF LAS VEGAS
DEPT. OF PLANNING



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit
 Project Address (Location) 1600 LVBS, suite 150 & 160
 Project Name Boulevard Medical Dispensary Proposed Use MM Dispensary
 Assessor's Parcel #(s) 162-03-210-058 Ward # 3
 General Plan: existing C proposed C Zoning: existing C-2 proposed C-2
 Commercial Square Footage 3272 Floor Area Ratio _____
 Gross Acres .6 Lots/Units 1 Density _____
 Additional Information Special Use Permit for a Medical Marijuana Dispensary

PROPERTY OWNER Cook Living Trust 70 Contact Herd Properties, LLC
 Address c/o 13701 Sunset Blvd Phone: _____ Fax: _____
 City Pacific Palisades State CA Zip 90272-4021
 E-mail Address _____

APPLICANT Boulevard Medical, LLC Contact Neal Tomlinson
 Address 8485 Sunset, 3rd Floor Phone: 7023276859 Fax: 7029460857
 City Las Vegas State NV Zip 89113
 E-mail Address neal.tomlinson@gmail.com

REPRESENTATIVE LAS Consulting Contact Lucy Stewart
 Address 1916 Trail Peak Lane Phone: 7024996469 Fax: 7029460857
 City Las Vegas State NV Zip 89134
 E-mail Address setwplan@aol.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature [Signature]
 *An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps
 Print Name Robyne Brooks

Subscribed and sworn before me
 This 23rd day of July, 20 14
[Signature]

Notary Public in and for said County and State

Revised 10/27/08



Angelina Cassaro
 Notary Public
 State of Nevada
 Appointment No. 10-1819-1
 My Appt. Exp. 3-1-2018

FOR DEPARTMENT USE ONLY

Case # SUP-55218
 Meeting Date: Sept 14
 Total Fee: 1,280.00
 Date Received: 7/23/14
 Received By: [Signature]

*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.

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

City of Las Vegas
 Dept. of Planning

RECEIVED

JUN 28 2012

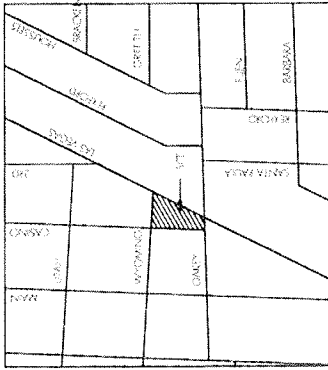
City of Las Vegas
Dept. of Planning



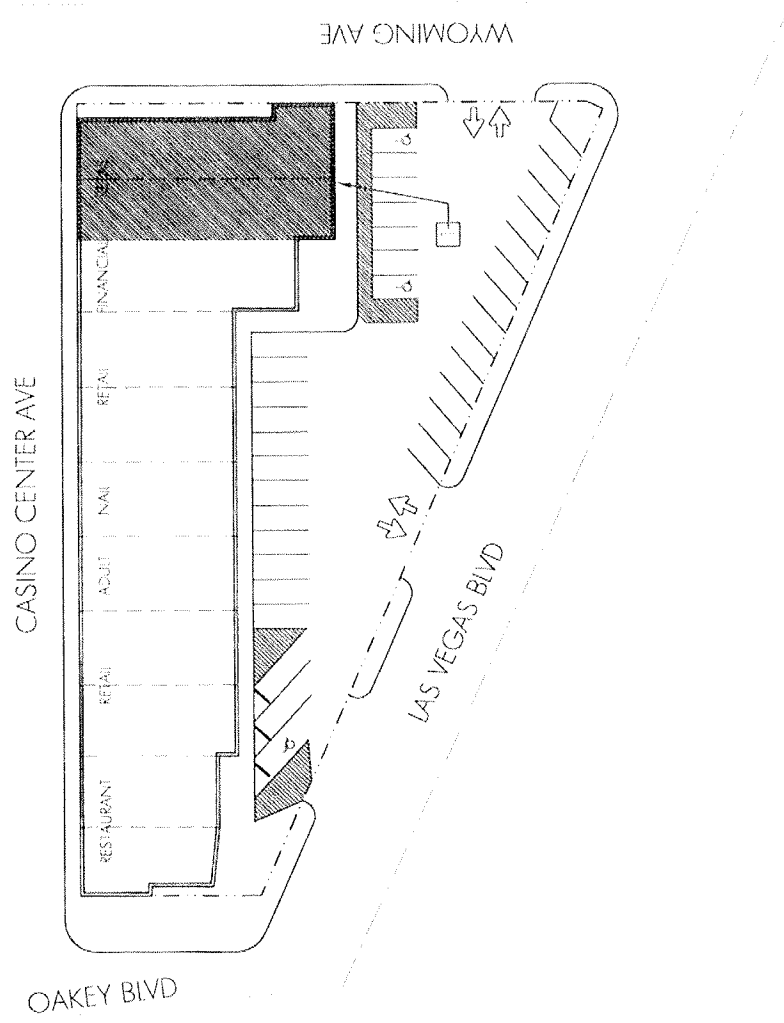
LEGEND



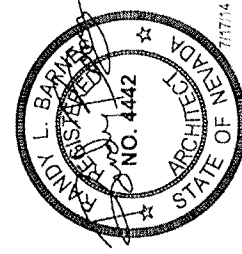
SUP-55218



VICINITY MAP



KEYNOTES	
	EXTERIOR BUILDING SIGN - REFER TO SIGNAGE ELEVATION



SITE SIGNAGE PLAN 1/16/40

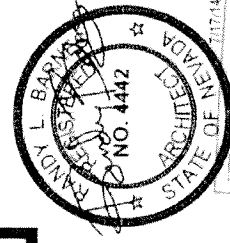
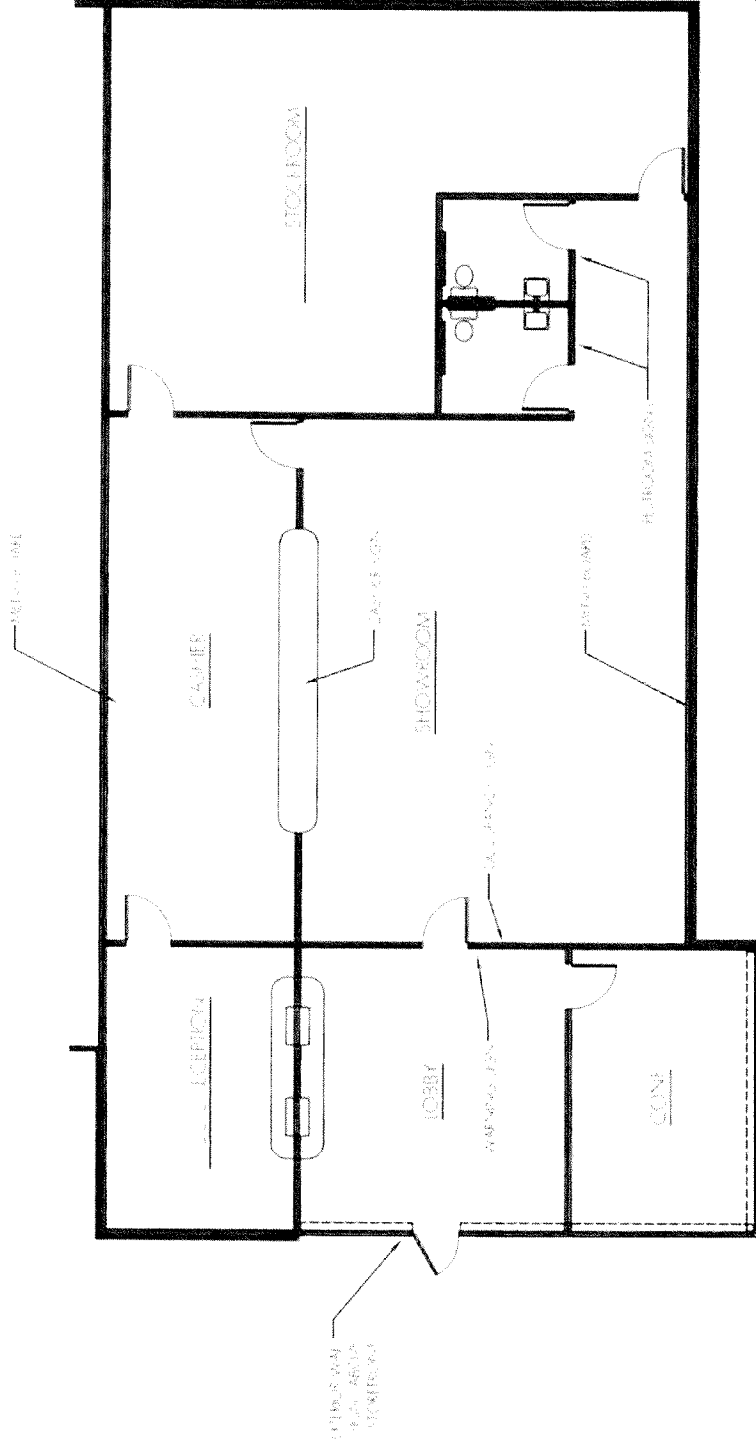
BOULEVARD MEDICAL, LLC 1600 S LAS VEGAS BLVD STE 150, LAS VEGAS, NV 89104

RBA ARCHITECTURE July 17, 2014

SUP-55218

NOTES

1. SEE NOTES ON REVISIONS FOR ALL TYPICAL
2. SEE REVISIONS FOR ALL TYPICAL
3. SEE REVISIONS FOR ALL TYPICAL
4. SEE REVISIONS FOR ALL TYPICAL
5. SEE REVISIONS FOR ALL TYPICAL
6. SEE REVISIONS FOR ALL TYPICAL
7. SEE REVISIONS FOR ALL TYPICAL
8. SEE REVISIONS FOR ALL TYPICAL
9. SEE REVISIONS FOR ALL TYPICAL
10. SEE REVISIONS FOR ALL TYPICAL



RECEIVED
MAY 17 2014

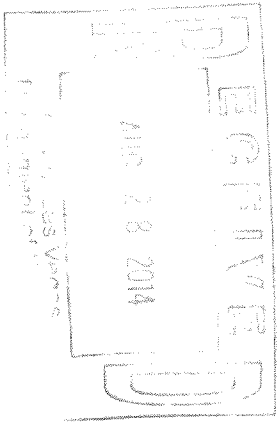
SIGNAGE PLAN 1/4\"/>

BOULEVARD MEDICAL, LLC 1600 S LAS VEGAS BLVD STE 150, LAS VEGAS, NV 89104

RBA ARCHITECTURE MAY 17, 2014

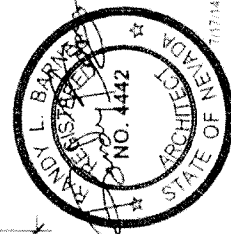
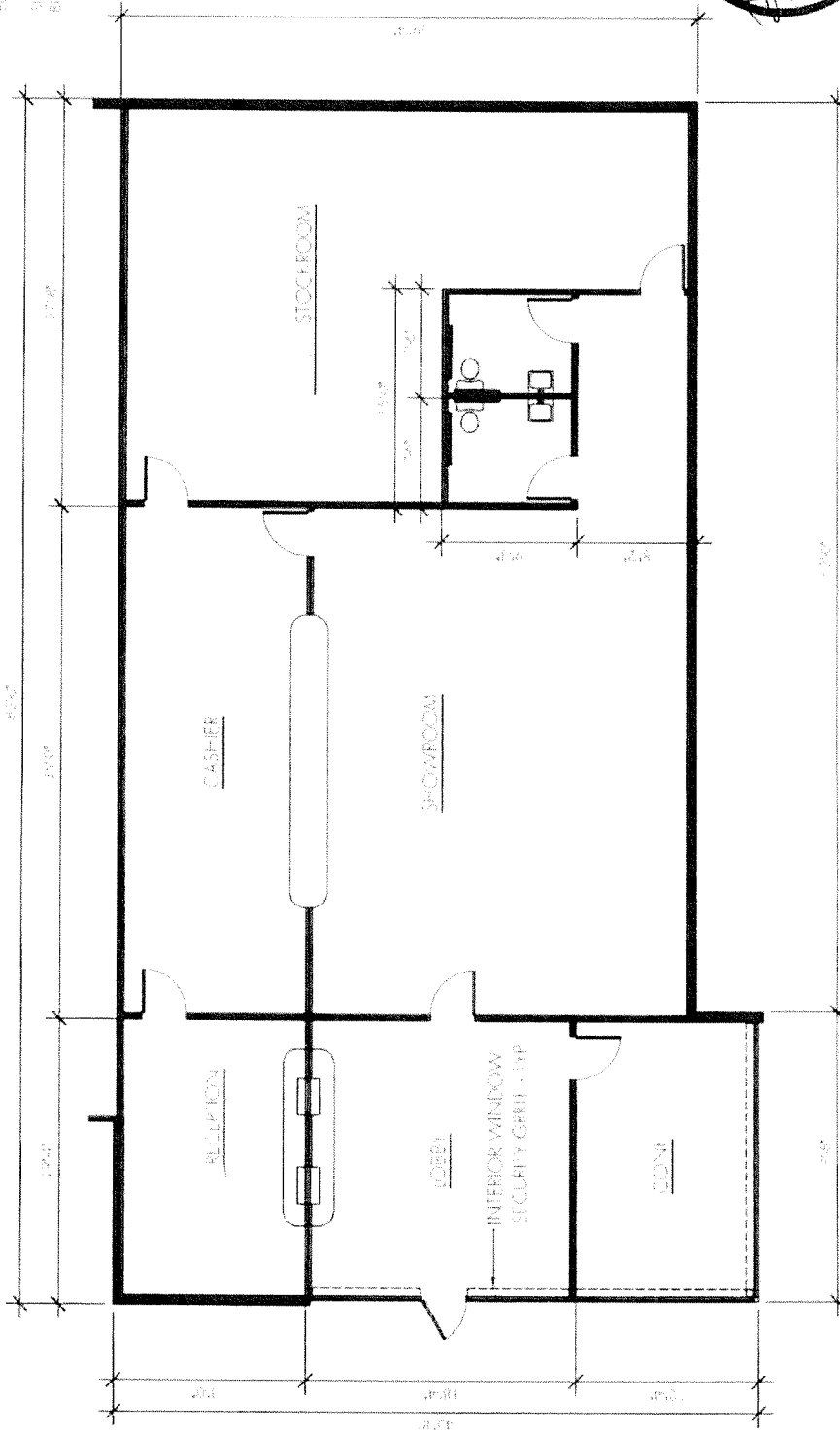
SUP-55218

Las Vegas
Department of Planning



BUILDING DATA

PROJECT NO. 761714
 CLIENT: RBA ARCHITECTURE
 PROJECT NAME: SUP-55218
 PROJECT ADDRESS: 1600 S LAS VEGAS BLVD STE 150, LAS VEGAS, NV 89104
 PROJECT TYPE: MEDICAL OFFICE
 PROJECT STATUS: IN PROGRESS
 PROJECT START DATE: 08/17/14
 PROJECT END DATE: 08/17/14



FLOOR PLAN 1/1

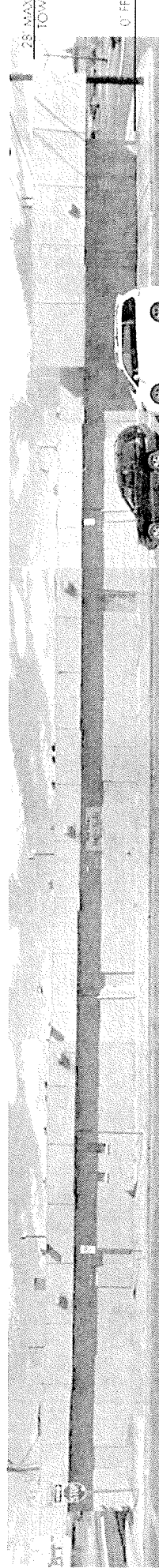
BOULEVARD MEDICAL, LLC 1600 S LAS VEGAS BLVD STE 150, LAS VEGAS, NV 89104

RBA ARCHITECTURE July 17, 2014

SUP-55218

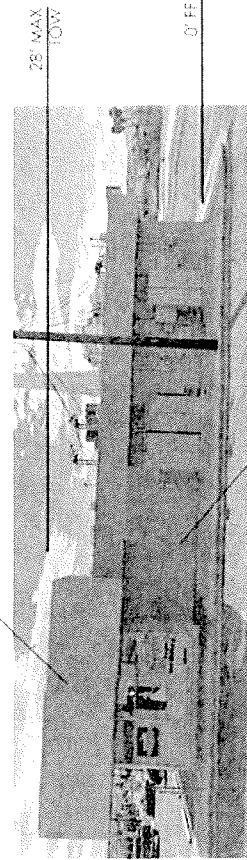


EAST ELEVATION NTS



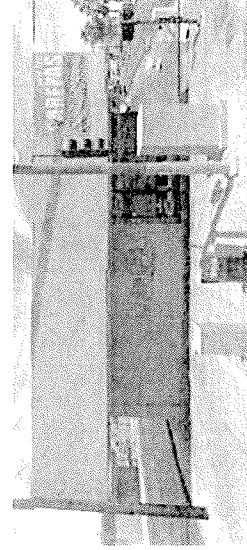
WEST ELEVATION NTS

CEMENT PLASTER

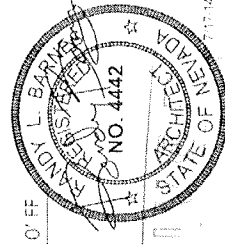


NORTH ELEVATION NTS

EXTERIOR ELEVATIONS



SOUTH ELEVATION NTS



BOULEVARD MEDICAL, LLC

1600 S LAS VEGAS BLVD STE 150, LAS VEGAS, NV 89104

RBA ARCHITECTURE

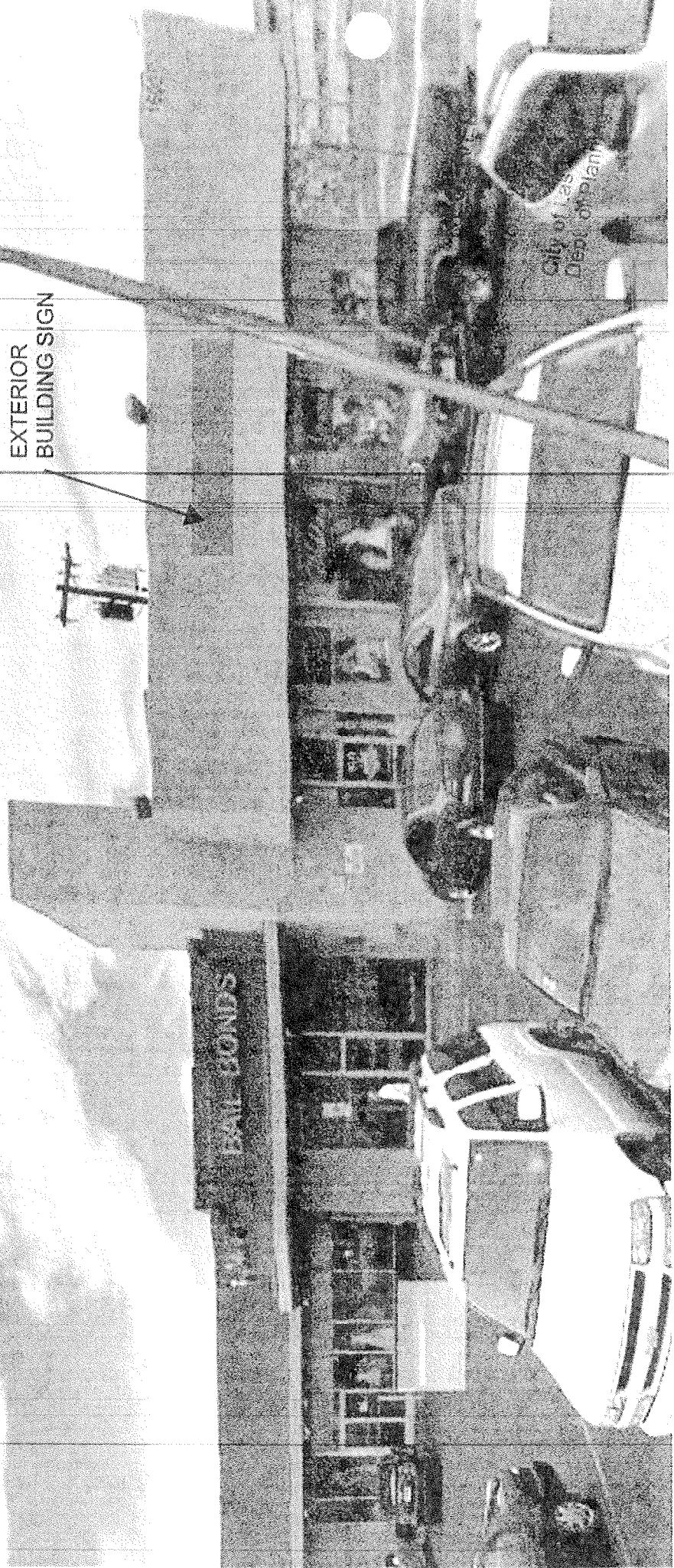
10/27/2014

SUP-55218

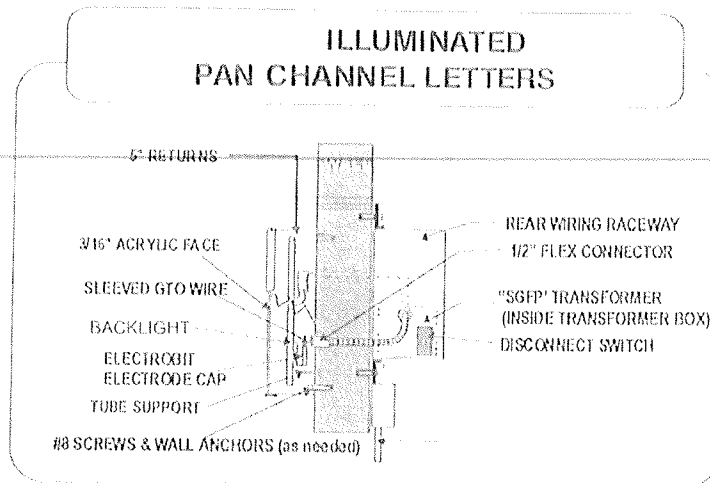
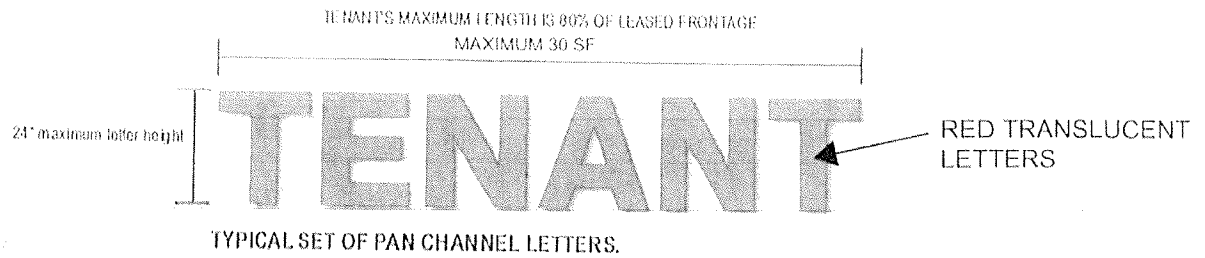
55218

BOULEVARD MEDICAL, LLC
1600 S LAS VEGAS BLVD #150
LAS VEGAS, NV
July 17, 2014

EXTERIOR
BUILDING SIGN



SUP-55218



EXTERIOR WALL SIGN

6/1/2018

6/1/2018

City of Los Angeles
Dept. of Public Works

SUP-55218



SUP-55218 - APPLICANT: BOULEVARD MEDICAL, LLC - OWNER: HERD PROPERTIES, LLC, S LAS
VEGAS BOULEVARD SERIES
1600 SOUTH LAS VEGAS BOULEVARD, SUITE #150

07/31/14



SUP-55218 - APPLICANT: BOULEVARD MEDICAL, LLC - OWNER: HERD PROPERTIES, LLC, S LAS
VEGAS BOULEVARD SERIES
1600 SOUTH LAS VEGAS BOULEVARD, SUITE #150

07/31/14

Baughman & Turner, Inc.

Consulting Engineers & Land Surveyors

1210 Hinson Street
Las Vegas, Nevada 89102-1604

Phone (702) 870-8771
Fax (702) 878-2695

July 14, 2014

City of Las Vegas Dept. of Planning

333 North Rancho Drive, Floor 2
Las Vegas, Nevada 89106

**Re: Proposed Suitability Licensing
Medical Marijuana Establishment (Dispensary)
1616 S. Las Vegas Blvd**

To Whom It May Concern,

I have researched existing records, performed an on-site visit of the above-referenced project, and verified in the field the following:

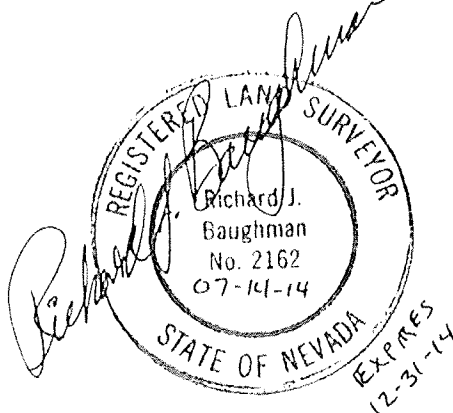
- 1) There are no churches, teenage dance halls, parks or playgrounds, public libraries, daycare facilities, or any other facility that would meet the definition of a "community facility" as defined by NRS 453A.322 located within a 300 foot radius of the proposed establishment.
- 2) There are no schools, public and/or private that provide formal education associated with pre-school through grade 12 within a 1000 foot radius of the proposed establishment.
- 3) Proximity Exhibit is attached.

Should you have any questions, please feel free to contact David Turner at this office.

Sincerely,
Baughman & Turner, Inc.

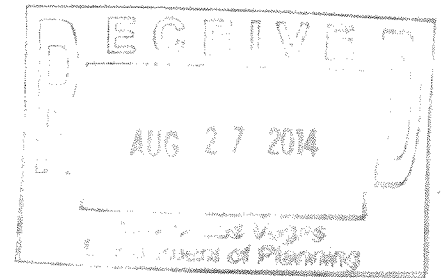
Richard J. Baughman, PLS
Nevada Certificate No. 2162

RJB/po



SUP-55218

*LAS Consulting
1916 Trail Peak Lane
Las Vegas, NV 89134
(702) 499-6469-cell.
(702) 946-0857-fax*



August 27, 2014

Mark Rex, City of Las Vegas Planning and Development
333 N. Rancho Drive
Las Vegas, NV 89106

RE: 1600 Las Vegas Boulevard South, suite 150 & 160
APN 162-03-210-058
SUP-55218 for MME Dispensary

Dear Mr. Rex:

Please accept this letter as our request for a special use permit (SUP) for a Medical Marijuana dispensary for the above referenced location. The property shows on the assessor's records as 1616 Las Vegas Blvd South, but is addressed as 1600 Las Vegas Blvd South, SUITE 150 & 160. The suite is 3272 square feet, located on Las Vegas Boulevard, a 100 foot right of way street. There is a bus stop approximately one block to the south of this site. The hours of operation will be from 6:00 AM until 10:00 PM. We estimate we will employ 9-15 people. Our location is within ½ mile of a Walgreens Pharmacy, within a mile of UMC, and less than 2 miles from Sunrise Hospital. There are grocery stores at Rancho and Charleston and also Sahara and Maryland Parkway, making this location convenient for patients to fill their prescription while running other errands.

It is our intent for Boulevard Medical to become Southern Nevada's premier medical marijuana establishment by providing patients with not only the highest quality medicine available, but also unparalleled patient services to include selection of the proper medicine strain and dosage. In addition to utilizing innovative and state-of-the-art cultivation techniques in its daily operations with its associated cultivation and production facility, Boulevard Medical will establish a foundation, and work with existing foundations, to conduct clinical research into the therapeutic value of cannabinoids to combat disease, including its capacity to moderate autoimmune disorders such as multiple sclerosis, rheumatoid arthritis, and inflammatory bowel disease. This clinical research will include investigation into the treatment of neurological disorders such as

SUP-55218

Alzheimer's disease and amyotrophic lateral sclerosis (a.k.a. Lou Gehrig's disease), and study the anti-cancer activities of cannabis. To this end, Boulevard Medical will seek to create a local research partnership with the Lou Ruvo Center for Brain Health. Our mission is to provide a safe, clean, comfortable, respectful and compassionate environment where our patients can easily and affordably obtain a host of wellness products and services, including high quality medical cannabis under their rights provided to them by Nevada law. We are dedicated to helping our patients through the healing process with a variety of wellness programs, education and advocacy, positive encouragement, mutual respect and a safe environment.

In order to approve a proposed Special Use Permit application, the Planning Commission or City Council must determine that:

- a. The proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan; *The general plan is commercial and the property is zoned C-2. A dispensary is similar to a pharmacy which is totally compatible in this area. There are various pharmacies such as CVS and Walgreens built along LVBS.*
- b. The subject site is physically suitable for the type and intensity of land use being proposed; *The site is a retail center. A dispensary is an appropriate use in a retail center.*
- c. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use; *LVBS is a 100' right of way. There is a bus stop within a block of this location. and*
- d. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety and welfare or the overall objectives of the General Plan. *A medical marijuana dispensary supports the general plan and the public health and safety and welfare. It provides jobs to the community, medicine to people in need, and increases security in the area through cameras and security guards, making not only the dispensary a safe place to be but the surrounding businesses.*

We believe given our location and access to major streets and highways and convenient access to services in the area make this is an excellent location for our dispensary. We respectfully request your approval of our dispensary.

Yours truly,

Lucy Stewart

Lucy Stewart

SUP-55218



LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

September 11, 2014

Cecile Properties, LLC
420 East Sahara Avenue
Las Vegas, Nevada 89104

**RE: SUP-55207 - SPECIAL USE PERMIT
SPECIAL PLANNING COMMISSION MEETING OF SEPTEMBER 23, 2014**

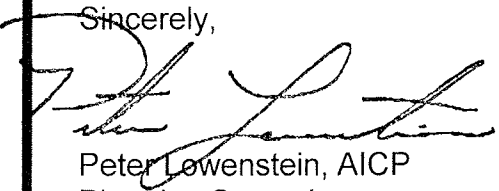
Dear Applicant:

Please be advised the City of Las Vegas Planning Commission at a special meeting on **September 23, 2014** as referred to above, will consider your request. This meeting will be held at **3:00 P. M.** at the Council Chambers of City Hall, 495 South Main Street, 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, September 17, 2014** 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,



Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

PL:clb

cc: Ms. Brenda Gunsallus
Desert Aire Wellness, LLC
520 South Fourth Street, 2nd Floor
Las Vegas, Nevada 89101

Ms. Lucy Stewart
LAS Consulting
1916 Trail Peak Lane
Las Vegas, Nevada 89134

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

VOICE 702.229.6301

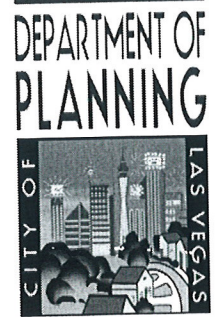
FAX 702.474.0352

TTY 702.386.9108

www.lasvegasnevada.gov



CITY OF LAS VEGAS SIGN POSTING AFFIDAVIT



CASE NUMBER: SUP-55207

SPECIAL PC

MEETING DATE: SEPTEMBER 23, 2014 @ 3:00PM

Sign Pro does hereby certify that a notice as required by Chapter 19.18.010(D) of the Zoning Code, was visibly posted for a period of not less than ten (10) calendar days prior to the first scheduled hearing.



Signature [Handwritten Signature]

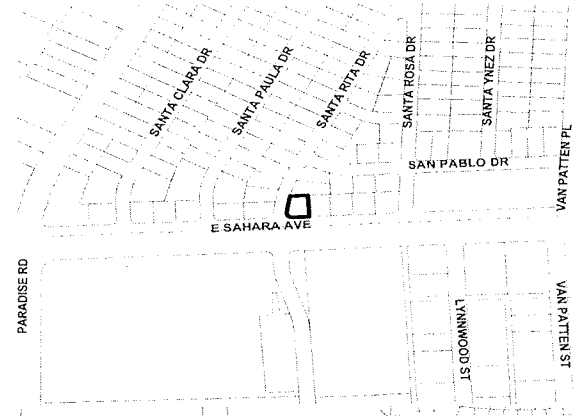
Date 9-6-14

This affidavit must be returned to the Department of Planning, Case Planning Division, at 333 North Rancho Drive, 3rd Floor during regular business hours three (3) business days prior to the subject application being heard by the Planning Commission or City Council.

Application Information

SUP-55207 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DESERT AIRE WELLNESS, LLC - OWNER: CECILE PROPERTIES, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 2,268 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 420 East Sahara Avenue (APN 162-03-416-022), C-1 (Limited Commercial) Zone, Ward 3 (Coffin).

Application Location



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

Public Hearing Information

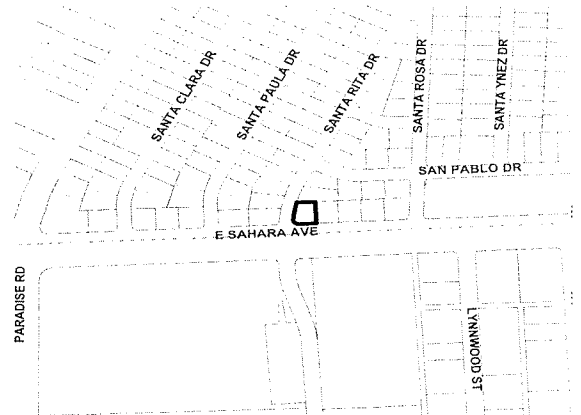
Meeting: Special Planning Commission
Date: *September 23, 2014*
Time: 3:00 P.M.
Location: City Council Chambers
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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, 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 Information

SUP-55207 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DESERT AIRE WELLNESS, LLC - OWNER: CECILE PROPERTIES, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 2,268 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 420 East Sahara Avenue (APN 162-03-416-022), C-1 (Limited Commercial) Zone, Ward 3 (Coffin).

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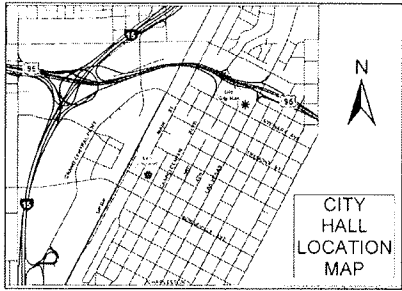
Public Hearing Information

Meeting: Special Planning Commission
Date: *September 23, 2014*
Time: 3:00 P.M.
Location: City Council Chambers
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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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 at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT
this Request

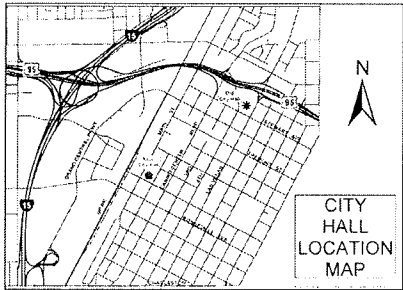
☐ I OPPOSE
this Request

Please use available blank space on card for your comments.

SUP-55207
Special Planning Commission Meeting of **9/23/2014**

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



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☐ I SUPPORT
this Request

☐ I OPPOSE
this Request

Please use available blank space on card for your comments.

SUP-55207
Special Planning Commission Meeting of **9/23/2014**



August 27, 2014

Cecile Properties, LLC
420 East Sahara Avenue
Las Vegas, Nevada 89104

RE: SUP-55207 (DDRC) - SPECIAL USE PERMIT

Dear Applicant:

Your request for possible action on a request for the REVIEW OF BUILDING AND SIGN ELEVATIONS ONLY IN ASSOCIATION WITH A PROPOSED 2,268 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 420 East Sahara Avenue (APN 162-03-416-022), C-1 (Limited Commercial) Zone, Ward 3 (Coffin), was considered by the Downtown Development Review Committee on August 26, 2014.

The Downtown Development Review Committee voted to recommend **APPROVAL** of your request, subject to the following conditions:

1. The existing freestanding signs and concertina wire shall be removed prior to the issuance of a permit for the proposed signage.
2. All development shall be in conformance with the site plan, building elevations and sign elevations, date stamped 08/07/14, except as amended by conditions herein.

This item will be considered by the Planning Commission on **September 23, 2014, at 3:00 P.M.** in the Council Chambers of City Hall, 495 South Main Street, 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,

A handwritten signature in black ink, appearing to read "Swanton".

Steve Swanton, AICP
Senior Planner
Case Planning Division

SS:clb

cc: Ms. Brenda Gunsallus
Desert Aire Wellness, LLC
520 South Fourth Street, 2nd Floor
Las Vegas, Nevada 89101

Ms. Lucy Stewart
LAS Consulting
1916 Trail Peak Lane
Las Vegas, Nevada 89134

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
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STEVEN D. ROSS
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BOB COFFIN
BOB BEERS

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





LAS VEGAS
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RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

September 11, 2014

Herd Properties, LLC
Cook Living Trust 70
13701 Sunset Boulevard
Pacific Palisades, California 90272

RE: SUP-55218 - SPECIAL USE PERMIT
SPECIAL PLANNING COMMISSION MEETING OF SEPTEMBER 23, 2014

Dear Applicant:

Please be advised the City of Las Vegas Planning Commission at a special meeting on **September 23, 2014** as referred to above, will consider your request. This meeting will be held at **3:00 P. M.** at the Council Chambers of City Hall, 495 South Main Street, 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, September 17, 2014** 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,

Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

PL:clb

cc: Mr. Neal Tomlinson
Boulevard Medical, LLC
8485 Sunset, 3rd Floor
Las Vegas, Nevada 89113

Ms. Lucy Stewart
LAS Consulting
1916 Trail Peak Lane
Las Vegas, Nevada 89134

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





CITY OF LAS VEGAS SIGN POSTING AFFIDAVIT



CASE NUMBER: SUP-55218

SPECIAL PC

MEETING DATE: SEPTEMBER 23, 2014 @ 3:00PM

Sign Pro does hereby certify that a notice as required by Chapter 19.18.010(D) of the Zoning Code, was visibly posted for a period of not less than ten (10) calendar days prior to the first scheduled hearing.



Signature [Handwritten Signature]

9-6-14
Date

This affidavit must be returned to the Department of Planning, Case Planning Division, at 333 North Rancho Drive, 3rd Floor during regular business hours three (3) business days prior to the subject application being heard by the Planning Commission or City Council.



CITY OF LAS VEGAS SIGN POSTING AFFIDAVIT



CASE NUMBER: SUP-55218

SPECIAL PC

MEETING DATE: SEPTEMBER 23, 2014 @ 3:00PM

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292



Signature [Handwritten Signature]

9-6-14
Date

This affidavit must be returned to the Department of Planning, Case Planning Division, at 333 North Rancho Drive, 3rd Floor during regular business hours three (3) business days prior to the subject application being heard by the Planning Commission or City Council.

Application Information

SUP-55218 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BOULEVARD MEDICAL, LLC - OWNER: HERD PROPERTIES, LLC, S LAS VEGAS BOULEVARD SERIES - For possible action on a request for a Special Use Permit FOR A PROPOSED 3,272 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 1600 South Las Vegas Boulevard, Suite #150 (APN 162-03-210-058), C-2 (General Commercial) Zone, Ward 3 (Coffin).

Application Location



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

Public Hearing Information

Meeting: Special Planning Commission
Date: *September 23, 2014*
Time: 3:00 P.M.
Location: City Council Chambers
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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, 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 Information

SUP-55218 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BOULEVARD MEDICAL, LLC - OWNER: HERD PROPERTIES, LLC, S LAS VEGAS BOULEVARD SERIES - For possible action on a request for a Special Use Permit FOR A PROPOSED 3,272 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 1600 South Las Vegas Boulevard, Suite #150 (APN 162-03-210-058), C-2 (General Commercial) Zone, Ward 3 (Coffin).

Application Location



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

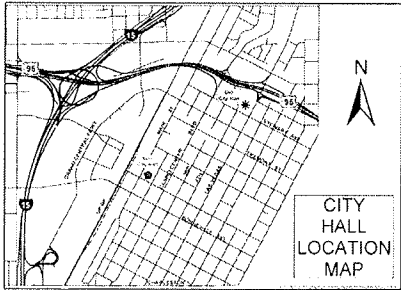
Public Hearing Information

Meeting: Special Planning Commission
Date: *September 23, 2014*
Time: 3:00 P.M.
Location: City Council Chambers
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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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 at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT
this Request

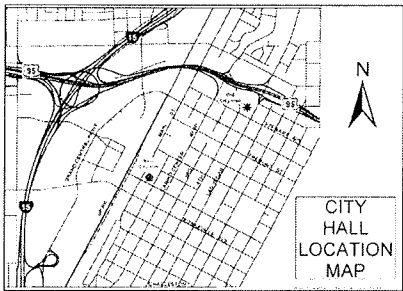
☐ I OPPOSE
this Request

Please use available blank space on card for your comments.

SUP-55218
Special Planning Commission Meeting of **9/23/2014**

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 at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. 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.

SUP-55218
Special Planning Commission Meeting of **9/23/2014**



LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

August 27, 2014

Herd Properties, LLC
Cook Living Trust 70
13701 Sunset Boulevard
Pacific Palisades, California 90272

RE: SUP-55218 (DDRC) - SPECIAL USE PERMIT

Dear Applicant:

Your request for possible action on a request for the REVIEW OF BUILDING AND SIGN ELEVATIONS ONLY WITH A WAIVER TO ALLOW AN INTERNALLY ILLUMINATED WALL SIGN WITH NO NEON WHERE AT LEAST 75 PERCENT NEON IS REQUIRED WITHIN THE LAS VEGAS BOULEVARD SCENIC BYWAY OVERLAY DISTRICT IN ASSOCIATION WITH A PROPOSED 3,272 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 1600 South Las Vegas Boulevard, Suite #150 (APN 162-03-210-058), C-2 (General Commercial) Zone, Ward 3 (Coffin), was considered by the Downtown Development Review Committee on August 26, 2014.

The Downtown Development Review Committee voted to recommend **APPROVAL** of your request, subject to the following conditions:

1. All development shall be in conformance with the building elevation with sign location and sign elevation, date stamped 06/23/14, except as amended by conditions herein.
2. A Waiver of the Las Vegas Boulevard Scenic Byway illumination standards is hereby approved,
3. The use of neon shall be prohibited.
4. Conformance to the associated final recommendation of the Downtown Design Review Committee (DDRC) shall be 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



Herd Properties, LLC
Cook Living Trust 70
SUP-55218 (DDRC) - Page Two
August 27, 2014

This item will be considered by the Planning Commission on September 23, 2014, at 3:00 P.M. in the Council Chambers of City Hall, 495 South Main Street, 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,

A handwritten signature in black ink, appearing to read "S Swanton".

Steve Swanton, AICP
Senior Planner
Case Planning Division

SS:clb

cc: Mr. Neal Tomlinson
Boulevard Medical, LLC
8485 Sunset, 3rd Floor
Las Vegas, Nevada 89113

Ms. Lucy Stewart
LAS Consulting
1916 Trail Peak Lane
Las Vegas, Nevada 89134



LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

August 14, 2014

Herd Properties, LLC
Cook Living Trust 70
13701 Sunset Boulevard
Pacific Palisades, California 90272

RE: SUP-55218 (DDRC) - SPECIAL USE PERMIT

Dear Applicant:

Please be advised your request, as referred to above, will be considered by the **Downtown Design Review Committee** on August 26, 2014. This meeting will be held at 12:15 P.M. at Human Resource Training Rooms 3 and 4 located on the 1st Floor of City Hall, 495 South Main Street, 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 Tuesday, **August 19, 2014** at 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 Downtown Design Review Committee requires that you or your representative be present at this meeting. If you or your representative chooses not to attend, the Downtown Design Review Committee may act in your absence without your input.

Sincerely,


Steve Swanton, AICP
Senior Planner
Case Planning Division

SS:clb

cc: Mr. Neal Tomlinson
Boulevard Medical, LLC
8485 Sunset, 3rd Floor
Las Vegas, Nevada 89113

Ms. Lucy Stewart
LAS Consulting
1916 Trail Peak Lane
Las Vegas, Nevada 89134

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

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*

SUP-55218 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BOULEVARD MEDICAL, LLC - OWNER: HERD PROPERTIES, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 3,272 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 1600 South Las Vegas Boulevard, Suites #150 and #160 (APN 162-03-210-058), C-2 (General Commercial) Zone, Ward 3 (Coffin).

SPECIAL PLANNING COMMISSION: SEPTEMBER 23, 2014
CITY COUNCIL: OCTOBER 28, 2014

PLANNING SUPERVISOR: PETER LOWENSTEIN



PUBLIC HEARING

Comments Due: ASAP

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:



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit
 Project Address (Location) 1600 LVBS, suite 150 & 160
 Project Name Boulevard Medical Dispensary Proposed Use MM Dispensary
 Assessor's Parcel #(s) 162-03-210-058 Ward # 3
 General Plan: existing C proposed C Zoning: existing C-2 proposed C-2
 Commercial Square Footage 3272 Floor Area Ratio _____
 Gross Acres .6 Lots/Units 1 Density _____
 Additional Information Special Use Permit for a Medical Marijuana Dispensary

PROPERTY OWNER Cook Living Trust 70 Contact Herd Properties, LLC
 Address c/o 13701 Sunset Blvd Phone: _____ Fax: _____
 City Pacific Palisades State CA Zip 90272-4021
 E-mail Address _____

APPLICANT Boulevard Medical, LLC Contact Neal Tomlinson
 Address 8485 Sunset, 3rd Floor Phone: 7023276859 Fax: 7029460857
 City Las Vegas State NV Zip 89113
 E-mail Address neal.tomlinson@gmail.com

REPRESENTATIVE LAS Consulting Contact Lucy Stewart
 Address 1916 Trail Peak Lane Phone: 7024996469 Fax: 7029460857
 City Las Vegas State NV Zip 89134
 E-mail Address setwplan@aol.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature [Signature]

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

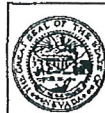
Print Name Robyne Brooks

Subscribed and sworn before me

This 23rd day of July, 20 14

Notary Public in and for said County and State

Revised 10/27/08



Angellina Cassaro
 Notary Public
 State of Nevada
 Appointment No. 10-1819-1
 My Appt. Exp. 3-1-2018

FOR DEPARTMENT USE ONLY

Case # SUP-55218
 Meeting Date: Sept 14
 Total Fee: 1,280.00
 Date Received: * 7/23/14
 Received By: [Signature]

*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

RECEIVED
 JUL 23 2014
 City of Las Vegas
 Dept. of Planning



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-55218** APN: 162-03-210-058

Name of Property Owner: Cook Living Trust 70 & Herd Properties, LLC

Name of Applicant: Boulevard Medical, LLC

Name of Representative: Lucy Stewart, LAS Consulting

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: _____

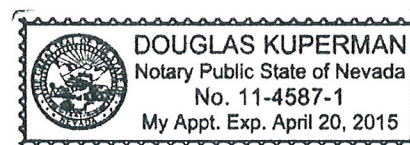
Signature of Property Owner: _____

Print Name: D. NEAL TOMLINSON, CEO, APPLICANT
BOULEVARD MEDICAL LLC

Subscribed and sworn before me

This 23 day of JULY, 2014

D. K. CLARK NV
Notary Public in and for said County and State



RECEIVED
JUL 23 2014
City of Las Vegas
Dept. of Planning



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SUP-55218

Case Number: SUP-55218 APN: 162-03-210-058

Name of Property Owner: Cook Living Trust 70 & Herd Properties, LLC

Name of Applicant: Boulevard Medical, LLC

Name of Representative: Lucy Stewart, LAS Consulting

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): _____

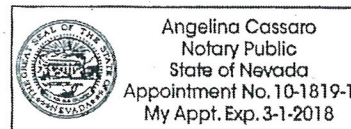
APN: _____

Signature of Property Owner: _____

Nevada Brooks Cook
Print Name: Nevada Brooks Cook HEE
COOK Living Trust

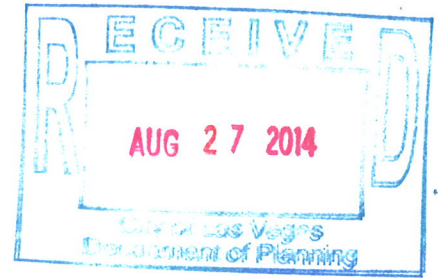
Subscribed and sworn before me

This 21st day of July, 2014
[Signature]
Notary Public in and for said County and State



RECEIVED
JUL 23 2014
City of Las Vegas
Dept. of Planning

*LAS Consulting
1916 Trail Peak Lane
Las Vegas, NV 89134
(702) 499-6469-cell.
(702) 946-0857-fax*



August 27, 2014

Mark Rex, City of Las Vegas Planning and Development
333 N. Rancho Drive
Las Vegas, NV 89106

RE: 1600 Las Vegas Boulevard South, suite 150 & 160
APN 162-03-210-058
SUP-55218 for MME Dispensary

Dear Mr. Rex:

Please accept this letter as our request for a special use permit (SUP) for a Medical Marijuana dispensary for the above referenced location. The property shows on the assessor's records as 1616 Las Vegas Blvd South, but is addressed as 1600 Las Vegas Blvd South, SUITE 150 & 160. The suite is 3272 square feet, located on Las Vegas Boulevard, a 100 foot right of way street. There is a bus stop approximately one block to the south of this site. The hours of operation will be from 6:00 AM until 10:00 PM. We estimate we will employ 9-15 people. Our location is within ½ mile of a Walgreens Pharmacy, within a mile of UMC, and less than 2 miles from Sunrise Hospital. There are grocery stores at Rancho and Charleston and also Sahara and Maryland Parkway, making this location convenient for patients to fill their prescription while running other errands.

It is our intent for Boulevard Medical to become Southern Nevada's premier medical marijuana establishment by providing patients with not only the highest quality medicine available, but also unparalleled patient services to include selection of the proper medicine strain and dosage. In addition to utilizing innovative and state-of-the-art cultivation techniques in its daily operations with its associated cultivation and production facility, Boulevard Medial will establish a foundation, and work with existing foundations, to conduct clinical research into the therapeutic value of cannabinoids to combat disease, including its capacity to moderate autoimmune disorders such as multiple sclerosis, rheumatoid arthritis, and inflammatory bowel disease. This clinical research will include investigation into the treatment of neurological disorders such as

SUP-55218

Alzheimer's disease and amyotrophic lateral sclerosis (a.k.a. Lou Gehrig's disease), and study the anti-cancer activities of cannabis. To this end, Boulevard Medical will seek to create a local research partnership with the Lou Ruvo Center for Brain Health. Our mission is to provide a safe, clean, comfortable, respectful and compassionate environment where our patients can easily and affordably obtain a host of wellness products and services, including high quality medical cannabis under their rights provided to them by Nevada law. We are dedicated to helping our patients through the healing process with a variety of wellness programs, education and advocacy, positive encouragement, mutual respect and a safe environment.

In order to approve a proposed Special Use Permit application, the Planning Commission or City Council must determine that:

- a. The proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan; *The general plan is commercial and the property is zoned C-2. A dispensary is similar to a pharmacy which is totally compatible in this area. There are various pharmacies such as CVS and Walgreens built along LVBS.*
- b. The subject site is physically suitable for the type and intensity of land use being proposed; *The site is a retail center. A dispensary is an appropriate use in a retail center.*
- c. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use; *LVBS is a 100' right of way. There is a bus stop within a block of this location. and*
- d. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety and welfare or the overall objectives of the General Plan. *A medical marijuana dispensary supports the general plan and the public health and safety and welfare. It provides jobs to the community, medicine to people in need, and increases security in the area through cameras and security guards, making not only the dispensary a safe place to be but the surrounding businesses.*

We believe given our location and access to major streets and highways and convenient access to services in the area make this is an excellent location for our dispensary. We respectfully request your approval of our dispensary.

Yours truly,

Lucy Stewart

Lucy Stewart

SUP-55218

Baughman & Turner, Inc.
Consulting Engineers & Land Surveyors

1210 Hinson Street
Las Vegas, Nevada 89102-1604

Phone (702) 870-8771
Fax (702) 878-2695

July 14, 2014

City of Las Vegas Dept. of Planning
333 North Rancho Drive, Floor 2
Las Vegas, Nevada 89106

**Re: Proposed Suitability Licensing
Medical Marijuana Establishment (Dispensary)
1616 S. Las Vegas Blvd**

To Whom It May Concern,

I have researched existing records, performed an on-site visit of the above-referenced project, and verified in the field the following:

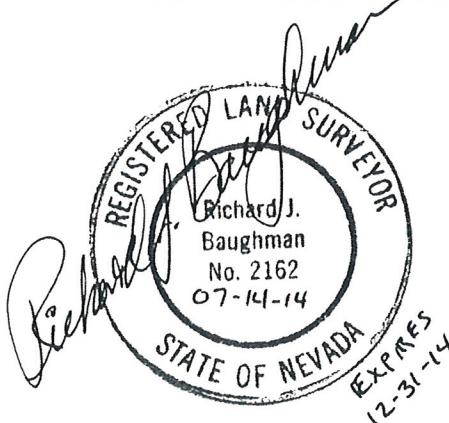
- 1) There are no churches, teenage dance halls, parks or playgrounds, public libraries, daycare facilities, or any other facility that would meet the definition of a "community facility" as defined by NRS 453A.322 located within a 300 foot radius of the proposed establishment.
- 2) There are no schools, public and/or private that provide formal education associated with pre-school through grade 12 within a 1000 foot radius of the proposed establishment.
- 3) Proximity Exhibit is attached.

Should you have any questions, please feel free to contact David Turner at this office.

Sincerely,
Baughman & Turner, Inc.

Richard J. Baughman, PLS
Nevada Certificate No. 2162

RJB/po



RECEIVED
JUL 23 2014
City of Las Vegas
Dept. of Planning

SUP-55218

(3) 1

20081022-0002876

APN: 162-03-210-058
\$0.00 Consideration

Recorded at the Request of and
When Recorded Return to:
LIONEL SAWYER & COLLINS, LTD.
ATTN: JOHN E. DAWSON, ESQ.
300 S. Fourth Street, Suite 1700
Las Vegas, Nevada 89101

Mail Tax Statements to:
COOK LIVING TRUST
HERD PROPERTIES, LLC, Boulevard Series
C/O N. COOK
13701 SUNSET BLVD.
PACIFIC PALISADES, CA 90272-4021

Fee: \$15.00 RPTT: EX#009
N/C Fee: \$0.00
10/22/2008 11:58:44
T20080253720
Requestor:
LIONEL SAWYER ET AL
Debbie Conway JJF
Clark County Recorder Pgs: 3

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That ROBYNE J. BROOKS, Trustee of THE ROBYNE J. BROOKS TRUST, dated September 9, 1999, for good and other valuable consideration, does hereby Grant, Bargain, Sell and Convey to HERD PROPERTIES LLC, S Las Vegas Boulevard Series, a Nevada Series Limited Liability Company, whose address is P.O. Box 50649, Henderson, Nevada 89016-0649, all of her right, title and interest in that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

Lots 1, 2, 3, 4, and 5 all in Block 18 of BOULDER ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 52, in the Office of the County Recorder of Clark County, Nevada.

- SUBJECT TO:
1. All general and special taxes for the fiscal year.
 2. Covenants, conditions, restrictions, reservations, rights, rights of way and easements now of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

RECEIVED
JUL 23 2014
City of Las Vegas
Dept. of Planning



ELECTRICAL SIGNS

contr. lic. 4525 W DELANCEY DR #B 702-440-8668
#52302 LAS VEGAS, NV 89103 fax 702-440-8669

CLIENT SIGNATURE _____		DATE _____	PROPERTY MGMT. SIGNATURE _____	DATE _____
This rendering is provided to you and your company as Allstar's proposal to suit your need for your custom sign display. Thank you for not sharing, copying or reproducing this artwork with any others. Colors, measurements and other items may vary as described. Refer to color charts and your salesperson for more precise details.		NAME: _____ LOCATION: _____ DATE: _____		
		City of Las Vegas Department of Planning		

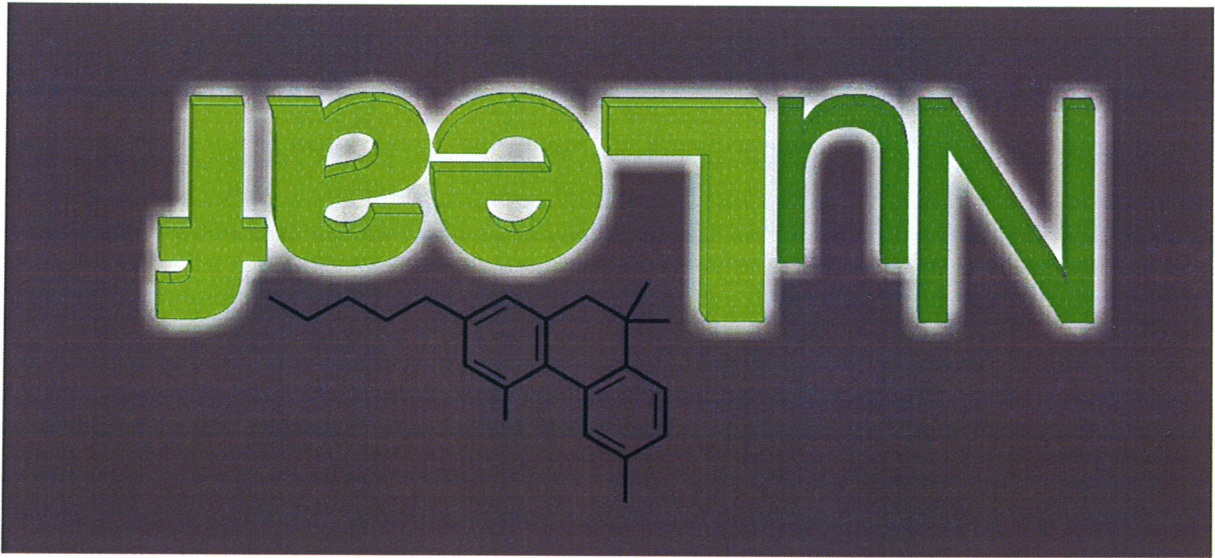
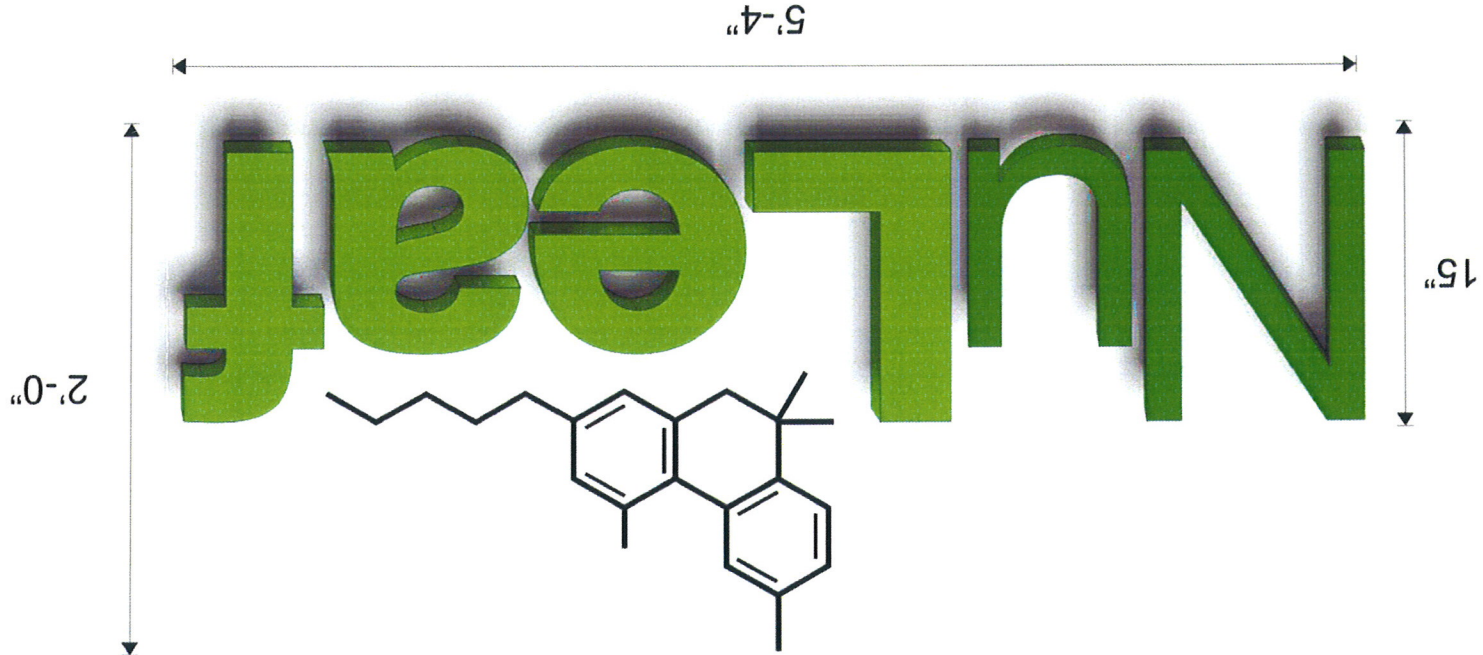
"Excellence in Craftsmanship"

this icon indicates, that we take pride in providing you with the best in craftsmanship, especially on this particular item. We believe you will find the Craftsmanship to be a notch above the rest. Take a Look. The Excellence Shows.

RECEIVED

SCOPE OF WORK

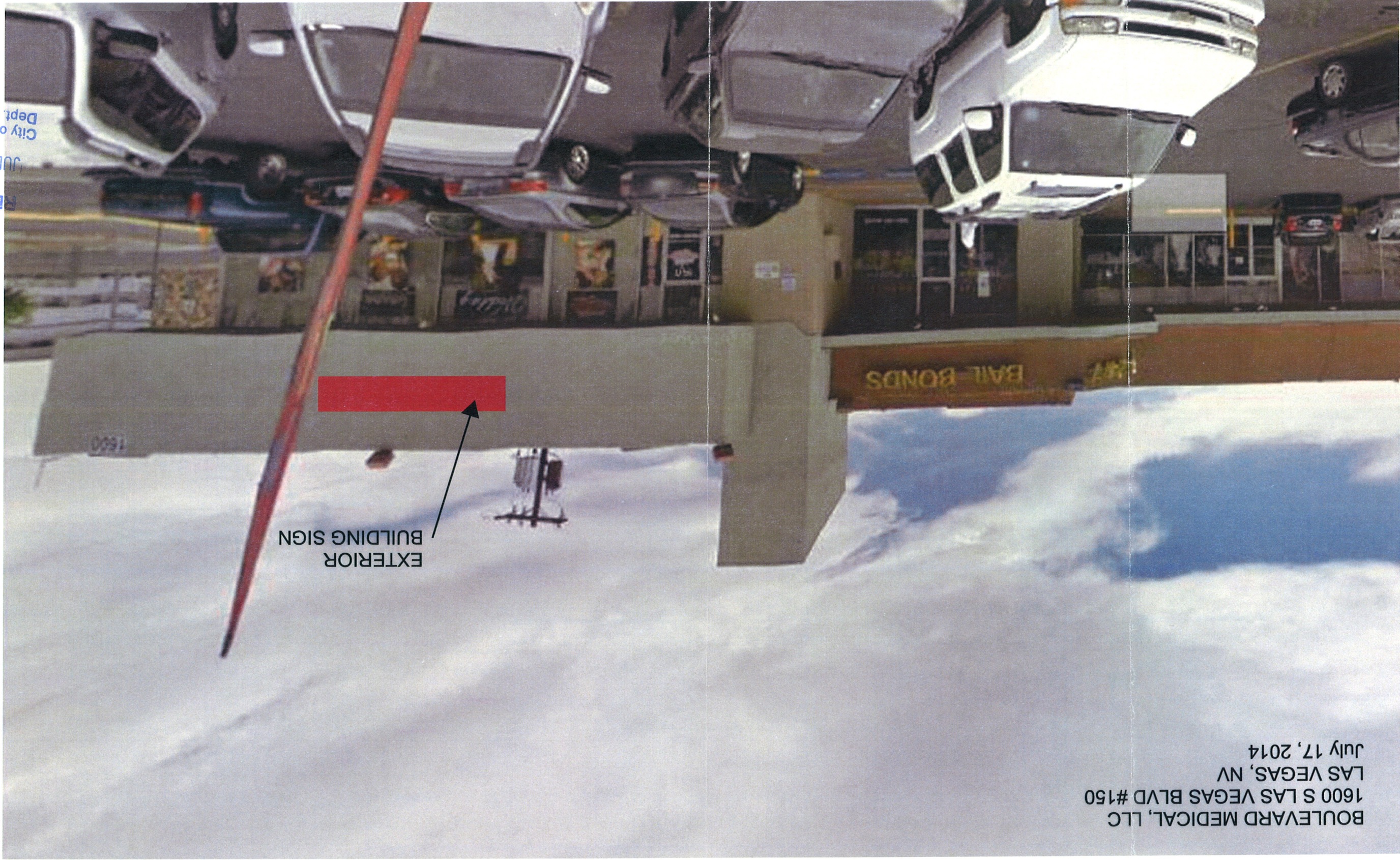
FABRICATE AND INSTALL (2) REVERSE CHANNEL LETTER SIGNS
PAINTED PMS 368U AND PMS 356U AS SHOWN. F.C.O. LOGO PAINTED
BLACK



NIGHT VIEW

BOULEVARD MEDICAL, LLC
1600 S LAS VEGAS BLVD #150
LAS VEGAS, NV
July 17, 2014

EXTERIOR
BUILDING SIGN

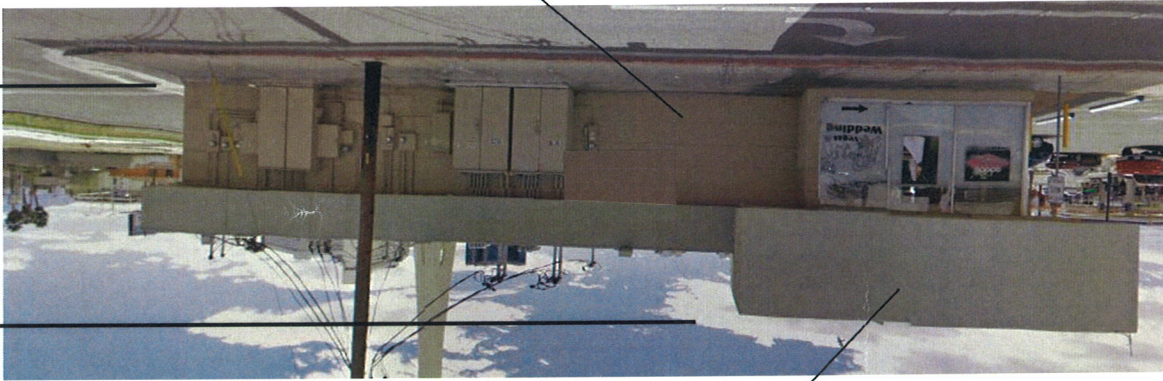


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JUL 23 2014
City of Las Vegas
Dept. of Planning

SUP-55218

EXTERIOR ELEVATIONS

NORTH ELEVATION NTS



0' FF
TOW
28' MAX

SOUTH ELEVATION NTS



0' FF
TOW
28' MAX

WEST ELEVATION NTS



0' FF
TOW
28' MAX

EAST ELEVATION NTS

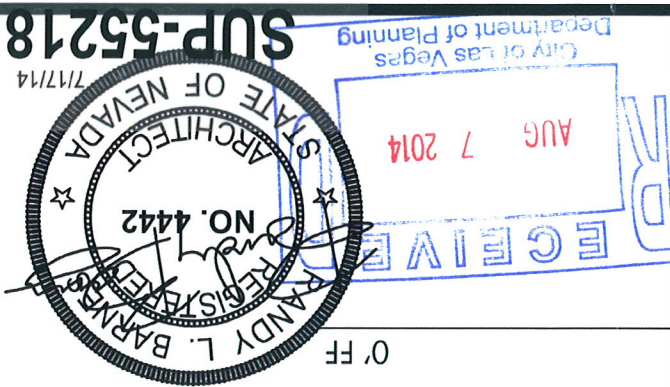


0' FF
TOW
28' MAX

34' MAX TOW

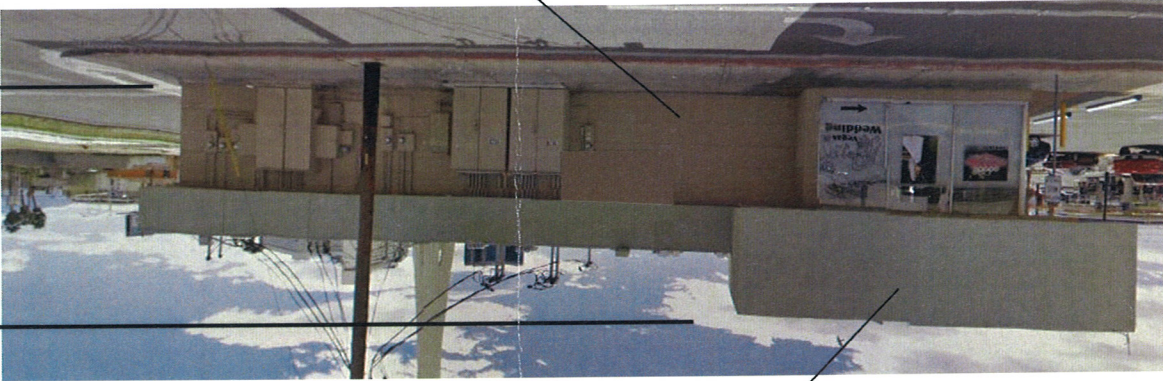
24'h x 15'w MAX
WALL-MOUNT BUILDING SIGN

RETAIL STORE



EXTERIOR ELEVATIONS

NORTH ELEVATION NTS



BLOCK MASONRY

CEMENT PLASTER

0' FF
28' MAX TOW

SOUTH ELEVATION NTS



0' FF

28' MAX TOW

WEST ELEVATION NTS



0' FF

28' MAX TOW

EAST ELEVATION NTS



0' FF

28' MAX TOW

34' MAX TOM

WALL-MOUNT BUILDING SIGN
24" h x 15" w MAX

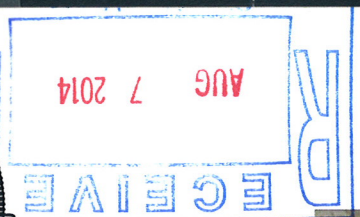
RETAIL STORE

BAIL BONDS

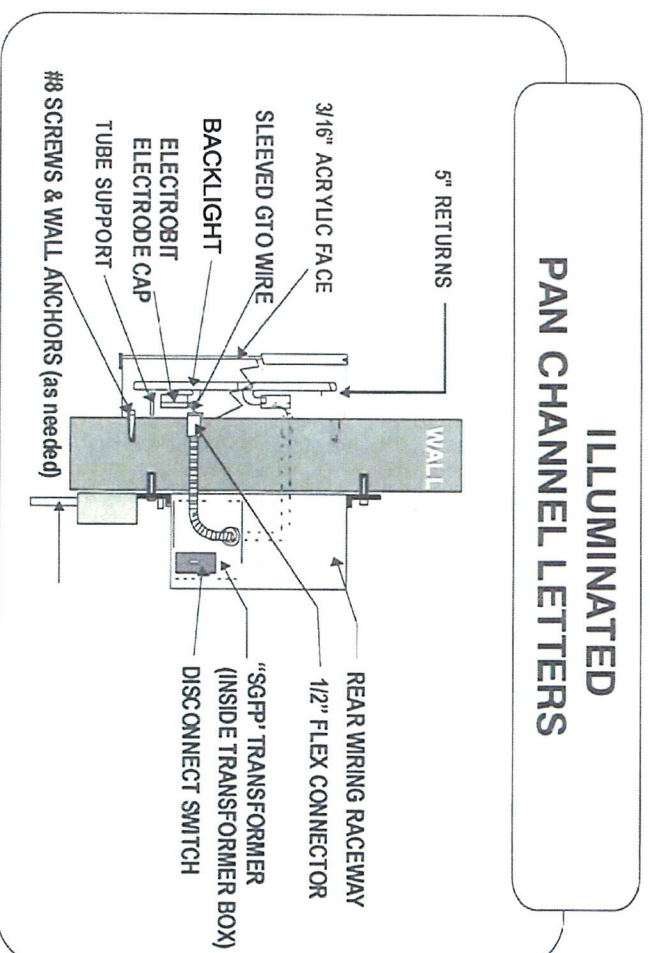
AREPAS

AREPAS

SUP-55218



Department of Planning



EXTERIOR WALL SIGN

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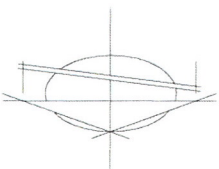
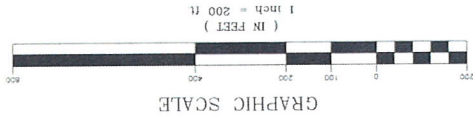
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LEGEND

PROPOSED SITE

RADIUS LINE



SUP-55218

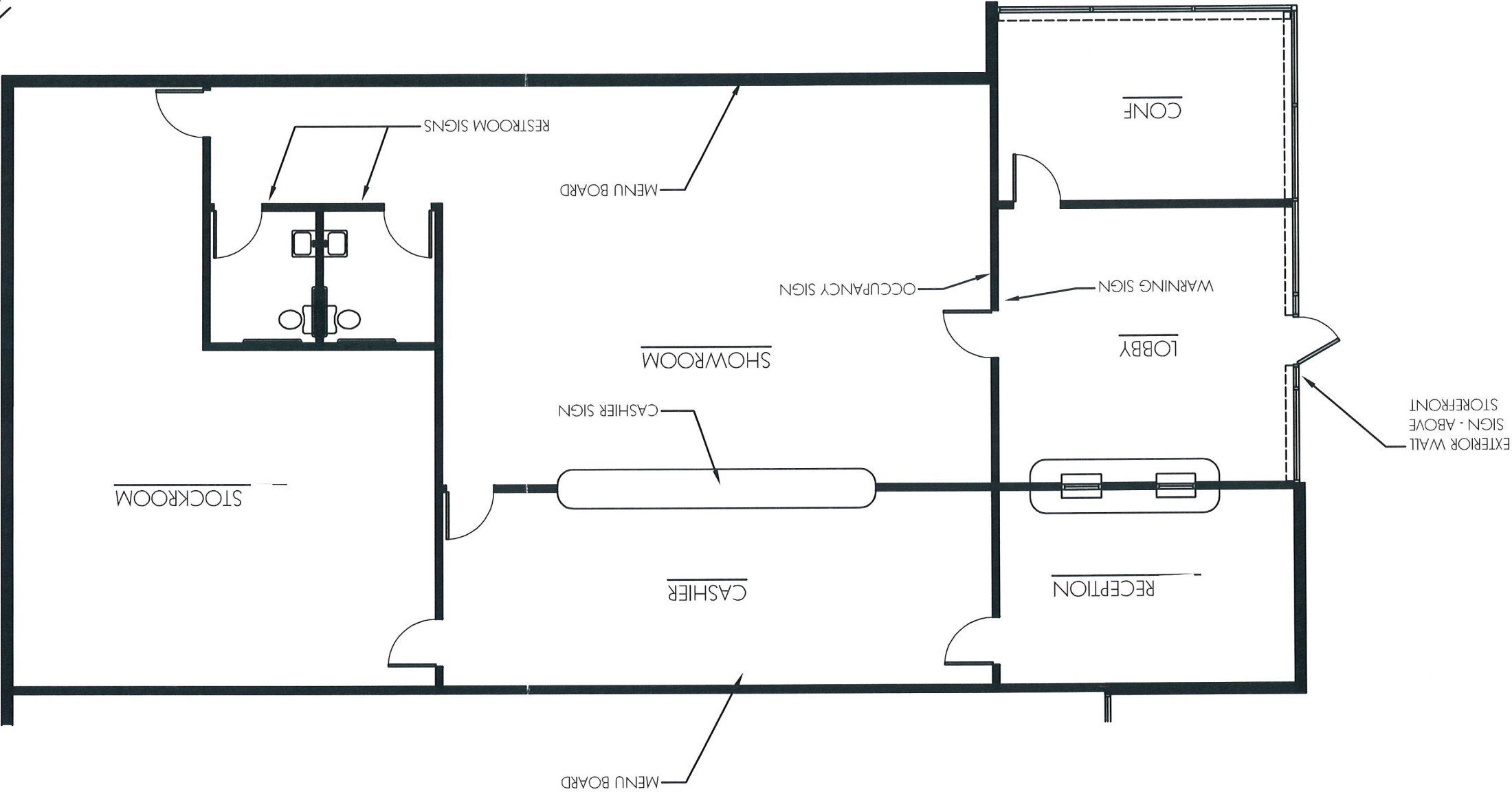
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JUL 23 2014

City of Las Vegas
Dept. of Planning

PROJ. NO. 161618118	SHEET 1
1616 SOUTH LAS VEGAS BOULEVARD PROXIMITY MAP - DISPENSARY SECTION 3, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M. CITY OF LAS VEGAS, NEVADA A.P.N. 162-03-210-058	
BAUGHMAN & TURNER, INC. CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS 1210 HINSON STREET LAS VEGAS, NEVADA 89102 PHONE (702) 870-8771 FAX (702) 878-2695	
DATE JULY 2014	DESIGN M.J.
DRAWN M.J.	CHECK R.B.
SCALE 1"=200'	
PREPARED FOR LAS CONSULTING	
DATE NO. 1	REVISIONS
APPROVED	

- NOTES
1. LIT EXIT SIGNS WILL BE POSTED ON EXITS PER ELECTRICAL DESIGN SUBMITTED AT BUILDING DEPARTMENT PLAN SUBMITTAL PHASE.
 2. INTERIOR SIGNS EXPOSED TO FENESTRATION SHALL BE NONILLUMINATED, BOARD TYPE SIGNAGE.



SIGNAGE PLAN $\frac{1}{8}" = 1'-0"$

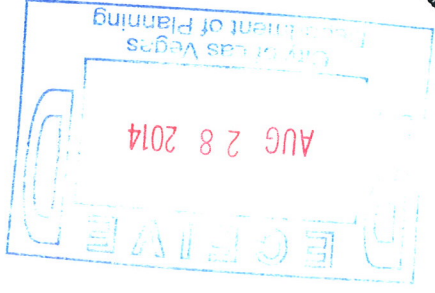
BOULEVARD MEDICAL, LLC

1600 S LAS VEGAS BLVD STE 150, LAS VEGAS, NV 89104

RBA ARCHITECTURE

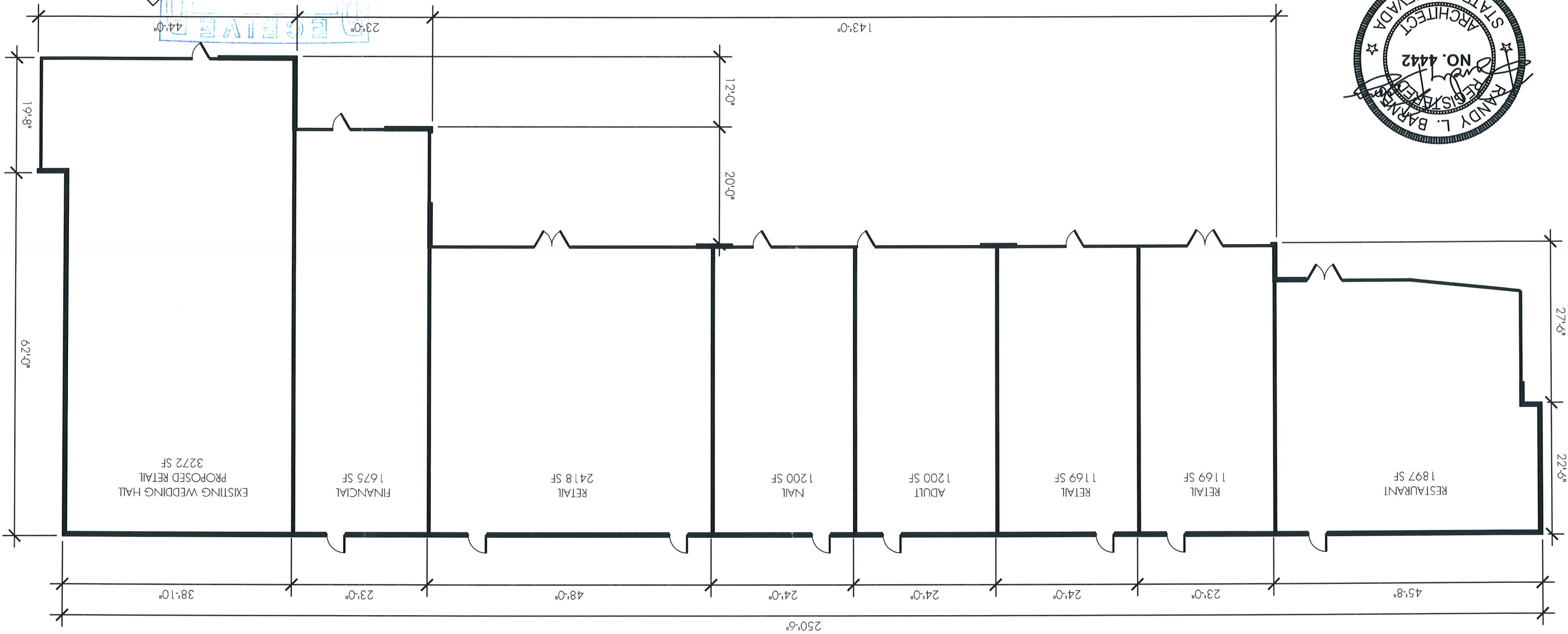
July 17, 2014

SUP-55218





BUILDING PLAN
1/8" = 1'-0"



RBA ARCHITECTURE
July 17, 2014

SUP-55218

1600 S LAS VEGAS BLVD STE 150, LAS VEGAS, NV 89104

BOULEVARD MEDICAL, LLC

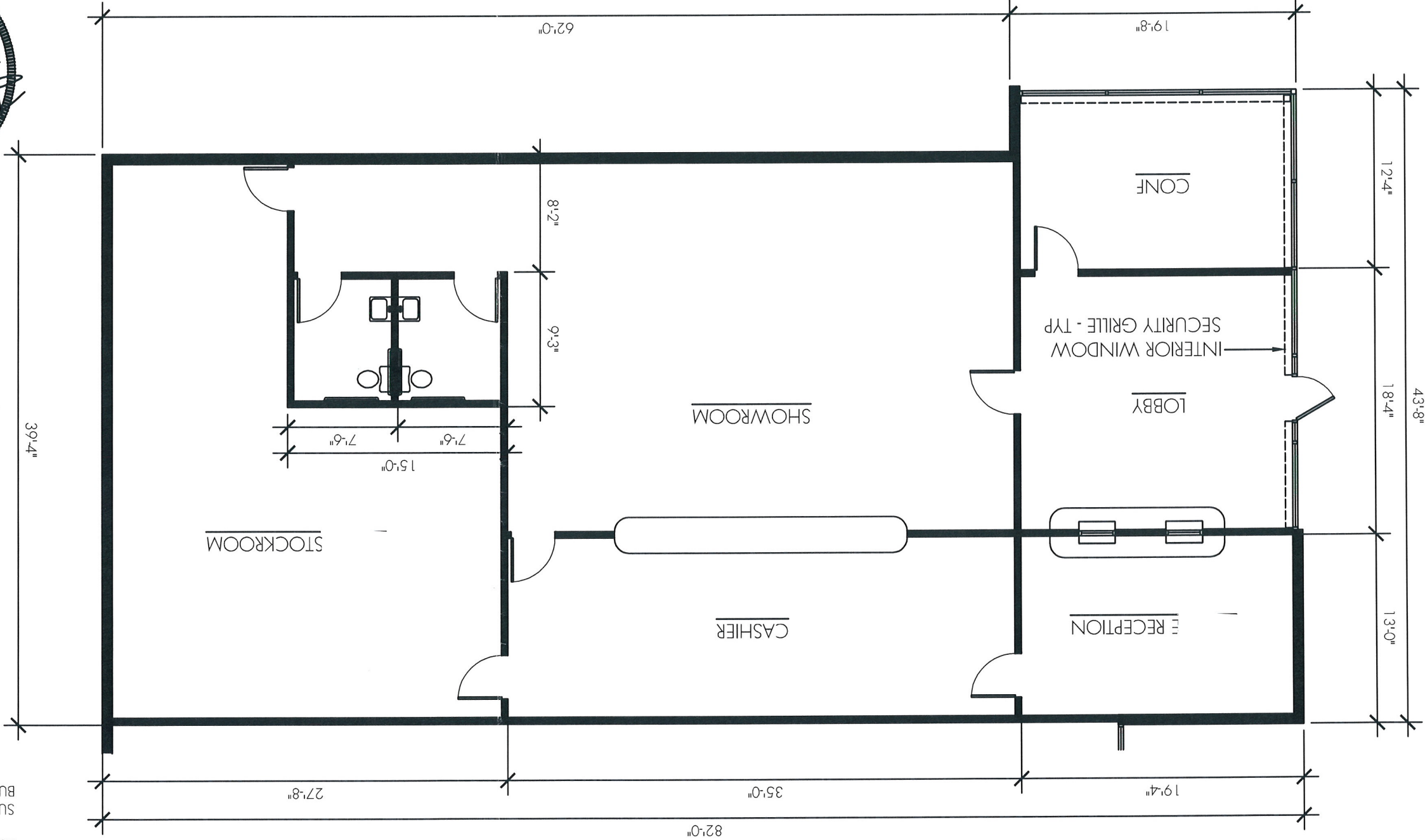
BUILDING AREA: 14,000 SF

AUG 28 2014

FLOOR PLAN

1/8" = 1'-0"

SUP-55218



BUILDING DATA

OCCUPANCY/USE: M / RETAIL

CONSTRUCTION TYPE: III-B

FIRE SPRINKLERS: NO

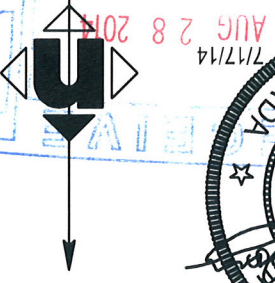
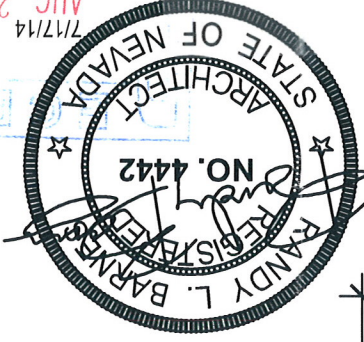
FIRE ALARM: NO

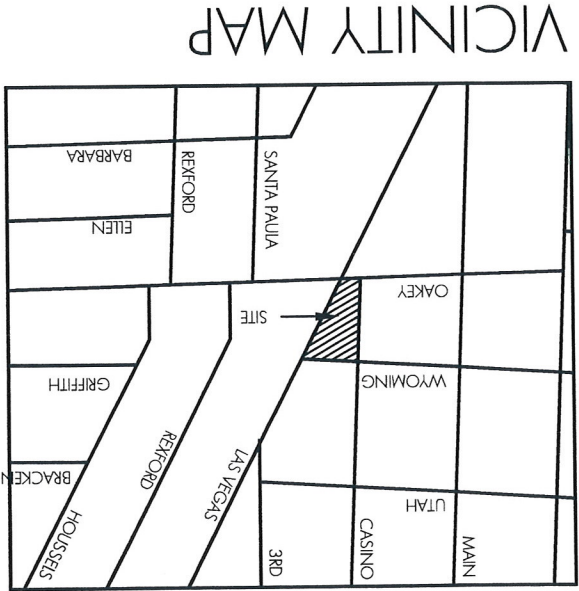
BUILDING HEIGHT: ACTUAL: 28', ALLOWABLE: 40'

BUILDING AREA: ACTUAL: 14000 SF

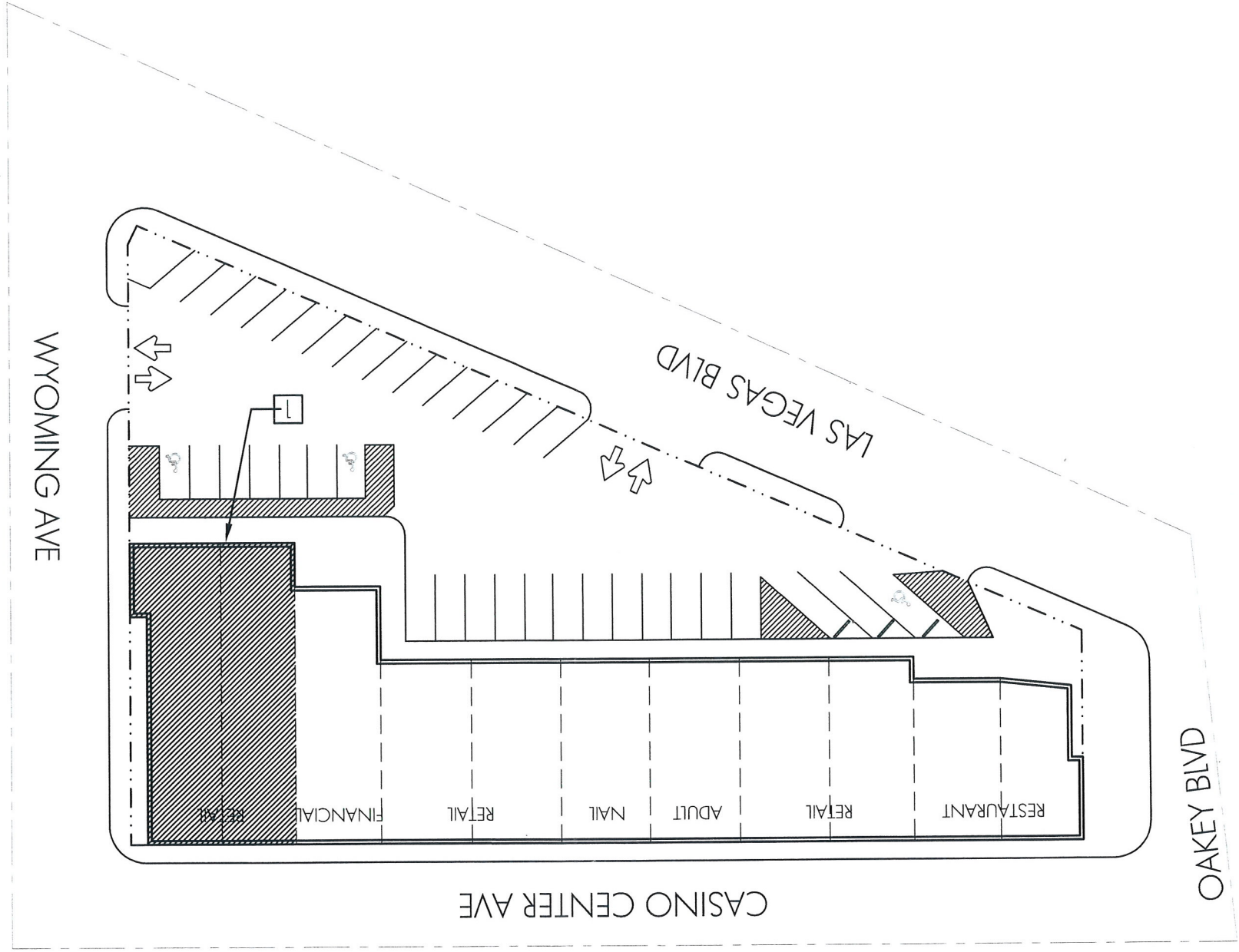
SUITE AREA: ALLOWABLE: 12500

BUILDING STORIES: ONE





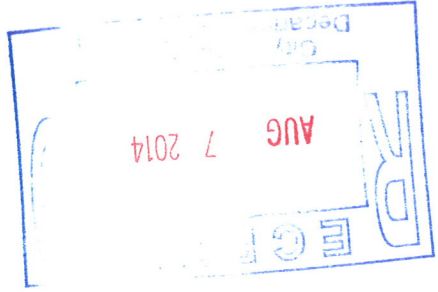
SITE SIGNAGE PLAN 1"=40'



KEYNOTES

1 EXTERIOR BUILDING SIGN - REFER TO SIGNAGE ELEVATION

SUP-55218

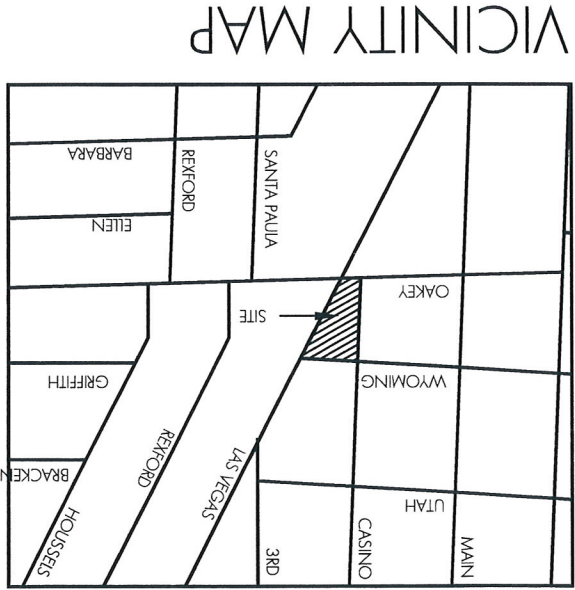


1600 S LAS VEGAS BLVD STE 150, LAS VEGAS, NV 89104

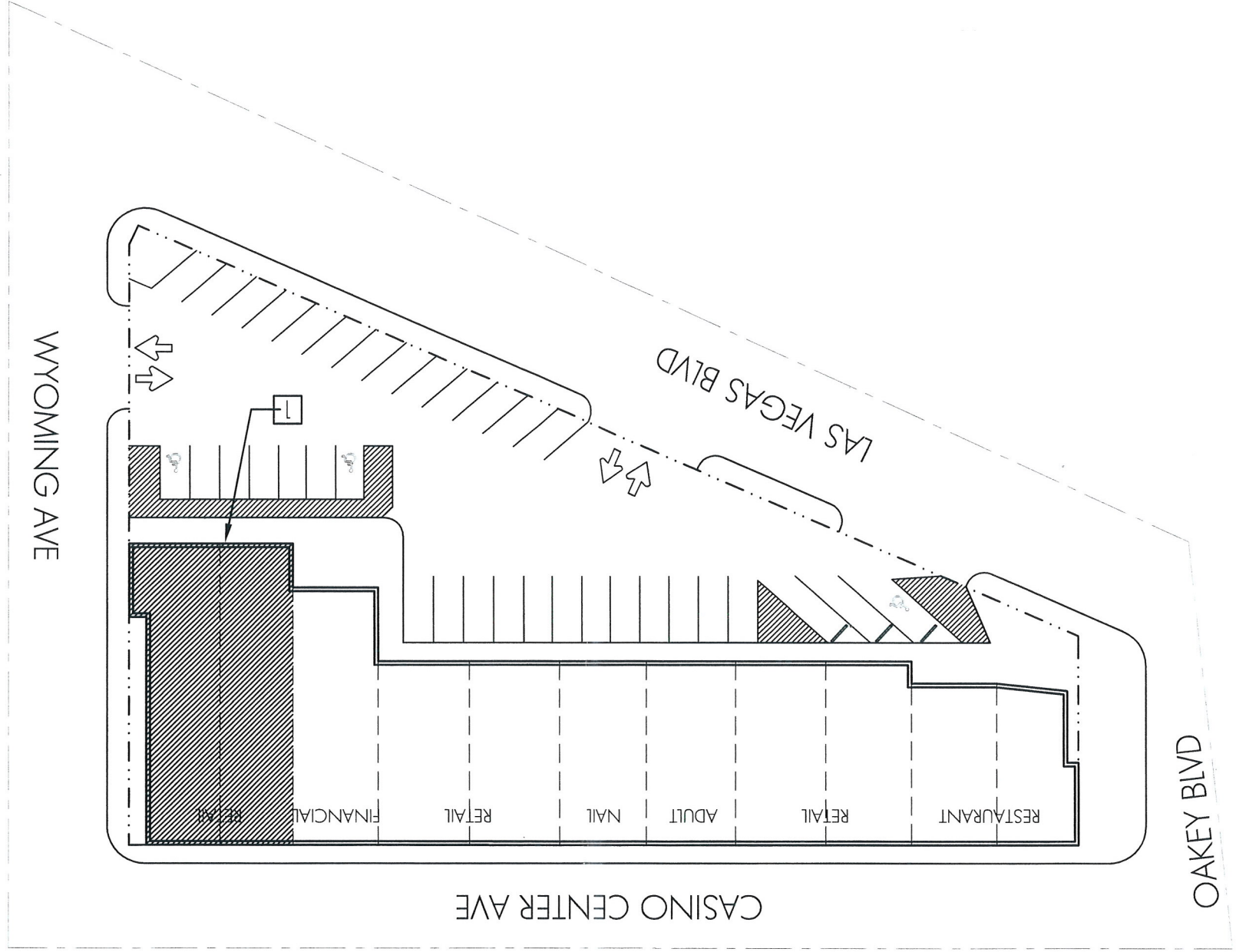
RBA ARCHITECTURE

July 17, 2014

BOULEVARD MEDICAL, LLC



SITE SIGNAGE PLAN 1"=40'

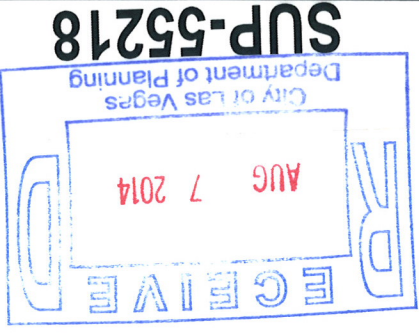


1600 S LAS VEGAS BLVD STE 150, LAS VEGAS, NV 89104

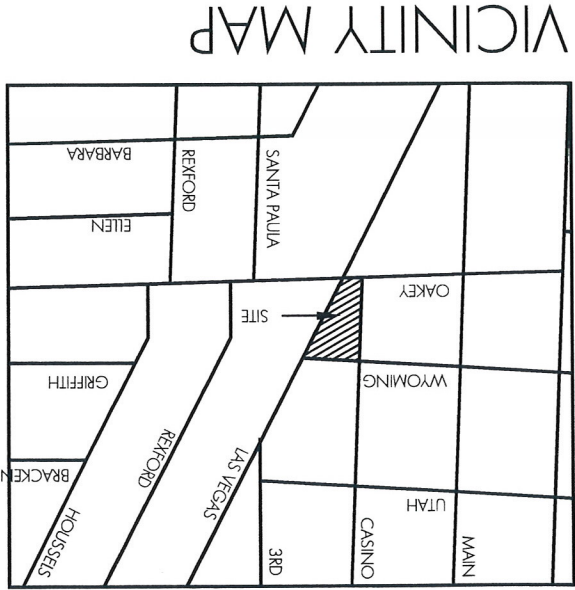
BOULEVARD MEDICAL, LLC

RBA ARCHITECTURE

July 17, 2014



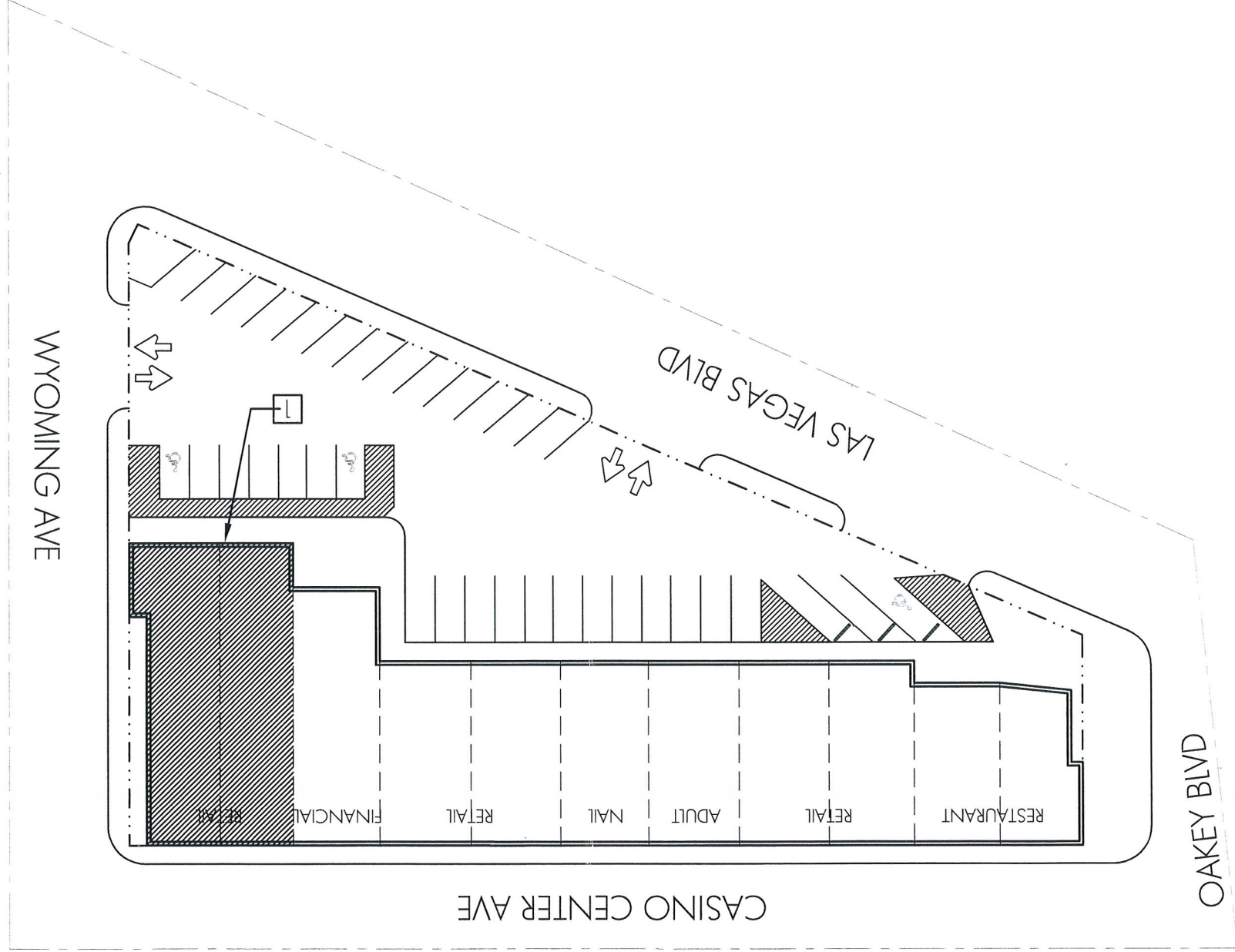
KEYNOTES	1 EXTERIOR BUILDING SIGN - REFER TO SIGNAGE ELEVATION



VICINITY MAP

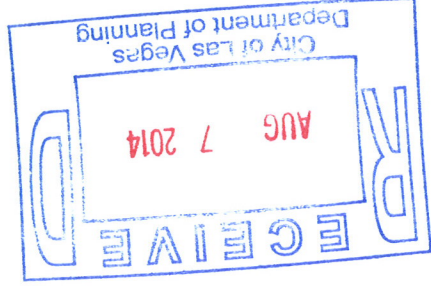


SITE SIGNAGE PLAN 1"=40'



KEYNOTES

1 EXTERIOR BUILDING SIGN - REFER TO SIGNAGE ELEVATION



SUP-55218

1600 S LAS VEGAS BLVD STE 150, LAS VEGAS, NV 89104

RBA ARCHITECTURE

July 17, 2014

BOULEVARD MEDICAL, LLC

LIMITED LIABILITY COMPANY
AGREEMENT

OF

HERD PROPERTIES LLC,

a Nevada Series Limited Liability Company

RECEIVED

JUL 23 2014

City of Las Vegas
Dept. of Planning

SERIES LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
HERD PROPERTIES LLC

THIS SERIES LIMITED LIABILITY COMPANY OPERATING AGREEMENT is made effective as of the 9th day of August, 2008, by ROBYNE J. BROOKS, also known as ROBIN J. BROOKS, as the sole member of HERD PROPERTIES LLC, a Nevada Series Limited Liability Company (the "Company").

RECITALS

WHEREAS, the Member(s) hereto desires to form a series limited liability company pursuant to Chapter 86 of the Nevada Revised Statutes ("NRS"), by filing Articles of Organization of the Company with the office of the Secretary of State of the State of Nevada and entering into this Agreement; and

WHEREAS, it is intended by the Member(s) hereto that each property or business acquired or operated by the Company shall, pursuant to Section 86.296 of the Nevada Revised Statutes, be a separate series with respect to the Member(s) of the Company and that the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series of the Company will be enforceable against the assets of such series only, and not against the assets of the Company generally or any other series thereof, and none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the Company generally or any other series thereof shall be enforceable against the assets of such series;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 - Definitions:

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein).

"Act" means the Nevada Limited Liability Company Act, Nev. Rev. Stat. §§ 86.011 to 86.590, as amended from time to time.

"Agreement" or "Company Operating Agreement" shall mean this series limited liability company operating agreement, including Exhibit A (List of Series and Members), Exhibit B (Separate Series Operating Agreement) and Exhibit C (Agreement to Terminate Series), as amended, modified, supplemented or restated from time to time.

"Articles of Organization" shall mean the Articles of Organization of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the office of the Secretary of State of the State of Nevada pursuant to Chapter 86 of the Nevada Revised Statutes.

"Business Day" shall mean a day other than a Saturday, a Sunday, or a state or federally recognized holiday on which banks in Nevada are permitted to close.

"Business Hours" shall mean 8:00 A.M. to 5:00 P.M. Standard Time or Daylight Time, as the case may be, on Business Days at a location specified in this Agreement. If no location is specified, a reference to Business Hours shall refer to Business Hours as determined by Pacific Standard Time or Pacific Daylight Time, as the case may be.

"Capital Contribution" means the initial Capital Contributions to the Company or to a Separate Series, as the case may be, by its Member(s), together with the amount of money and the fair market value (as determined by the Company or Separate Series Manager as of the date of contribution) of other property contributed, or services rendered or to be rendered, to the Company or Separate Series by its Member with respect to Membership Interests in the Company or Separate Series.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, or any superseding federal tax law. A reference herein to a specific Code Section refers, not only to such specific Section, but also to any corresponding provision of any superseding federal tax statute, as such specific Section or such corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

"Company" shall refer to HERD PROPERTIES LLC, a Nevada series limited liability company formed and continued under and pursuant to the Act and this Agreement.

"Company Members" shall include: (i) ROBYNE J. BROOKS, in her capacity as member of the Company not associated with any Series; (ii) ROBYNE J. BROOKS, in her capacity as a member of the Company associated with a Series (as such Series may, from time to time, be created in accordance with the terms of this Agreement), and (iii) Persons later admitted as Members of the Company, who shall be admitted in accordance with this Agreement. Member(s) of the Company shall at all times be Member(s) of the Company until the Company is dissolved, wound up and terminated in accordance with the Act and this Agreement, notwithstanding the fact that there may or may not be any Series at any

particular point in time. Upon being admitted as a Member of the Company, unless otherwise specified in any Series Operating Agreement, such Member shall also be considered admitted as a Member of each individual Series and shall hold the same percentage interest in such Series as it holds in the Company. Upon being admitted as a Member of any Separate Series, unless otherwise specified in such Separate Series Operating Agreement, such Member need not be considered admitted as a Member of the Company or any other Series and need not hold the same percentage interest in the Company and each other Series as it holds in such Series. The Company or a Series shall be controlled by a simple majority of its Member(s) holding more than fifty percent (50%) of the Units in the Company or Series who have the power to make any decision not in violation of this agreement including but not limited to appointment and removal of Company or Series Manager(s), as the case may be.

"Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization or other legal entity.

"Fiscal Year" for the Company or for a Separate Series shall mean (i) the period commencing upon the formation of the Company or the Series and ending on December 31, (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31, or (iii) any portion of the period described in clause (ii) of this sentence for which the Company or Series is required to allocate Profits, Losses and other items of Company or Series income, gain, loss or deduction pursuant to Article IX hereof and the Series Operating Agreement.

"Initial Capital Contribution" means the Capital Contributions to the Company or to a Separate Series, as the case be, agreed to be made by the initial Member of the Company or Series.

"Majority Interest" shall mean, with respect to the Company or a Separate Series as applicable, the vote of Membership Interests of one or more Member(s) that in the aggregate exceed fifty percent (50%) of all Voting Units owned by Member(s) of the Company or such Separate Series as applicable. Except as otherwise provided, non voting Member(s) shall have no voting rights.

"Manager" shall mean one or more Managers of the Company or a Separate Series as the case may be.

"Managing Person" with respect to the Company or a Series shall mean a Manager, officer, director of the Company or a Series, and their agents.

"Member" shall mean a Company Member or Series Member as the context may be.

"Membership Interest" or "Interest" shall mean a Company or Series Member's entire interest in the Company or Series, as the context may be.

"Net Cash Flow from Operations" means the gross cash proceeds from Company or Separate Series operations, as the case may be (including sales and dispositions of Property in the ordinary course of business) less the portion thereof used to pay or establish reserves for all Company or Series expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Company or Series Manager in its sole discretion. Net Cash Flow from Operations shall not be reduced by depreciation, amortization, cost recovery deductions or similar allowances, but shall be increased by any reductions of reserves.

"Net Cash Flow from Sales or Refinancings" for the Company or Series, as the case may be, means the net cash proceeds from all sales and other dispositions (other than in the ordinary course of business) and all refinancings of Company or Series Property, less any portion thereof used to establish reserves, all as determined by the Company or Series Manager in its sole discretion.

"Percentage Interest" shall mean, for any Company or Series Member, such Company or Series Member's Percentage Interest in Profits based on Units held, as set forth on Exhibit A attached hereto and the Separate Series Operating Agreement, as such Percentage Interests may be changed from time to time.

"Person" or "Persons" shall mean any individual or Entity, their heirs, executors, administrators, legal representatives, successors, and assigns of such individual or Entity where the context so permits.

"Property" means all real and personal property, tangible and intangible, owned by the Company or Series, as the case may be.

"Regulations" means the federal income tax regulations, including temporary (but not proposed) regulations promulgated under the Code.

"Reserves" shall mean, with respect to the Company or a Series, funds set aside or amounts allocated to reserves that shall be maintained in amounts deemed sufficient by the Member(s) associated with such Company or Series for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the business of the Company or Series, or incident to the liquidation of the Company or such Series pursuant to Article XII.

"Secretary" shall mean the Nevada Secretary of State.

"Separate Property" shall mean the respective Properties of the Separate Series as specified in the respective Separate Series Operating Agreements.

"Separate Series" or "Series" or shall mean a designated series of Members, Managers or limited liability company Interests established in accordance with this Agreement and NRS 86.296 having separate rights, powers or duties with respect to Separate Property or obligations or profits and losses associated with Separate Property or obligations and, to the extent provided in this Agreement or a Separate Series. Unless otherwise agreed to in writing by the Member(s), each property interest or business acquired or operated by the Company, directly or held by a nominee or otherwise, shall be a Separate Series and Separate Property with respect to the Member(s) and Manager(s) (occasionally referred to hereafter as a "New Series").

"Separate Series Agreement" or "Separate Series Operating Agreement" shall have the meaning set forth in Section 2.1.

"Series Manager" or "Separate Series Manager" shall mean one or more Managers of the individual Series LLC's as identified in Appendix B of this Agreement. References to a Series Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine references as the case may be.

"Series Member" shall mean a Member of a Separate Series who need not be Member of the Company.

"Substitute Member" means a transferee of a Membership Interest of the Company or a Separate Series, as the case may be, who has been admitted to all of the rights of membership pursuant to Article XI.

"Units" or "Voting Units" as to any Company or Series Member shall mean and refer to Units which entitle the holder to cast one vote for each such Unit held (except pursuant to Article 11 hereof) on all Company or Series matters, as the case may be, reserved for their approval, consent or consideration. The initial number of Units in a Series is shown next to the name of such Member in the Separate Series Operating Agreements.

"Treasury Regulations" shall mean the income-tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of superseding regulations).

Section 1.2 - Headings:

The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

ARTICLE II **FORMATION OF COMPANY**

Section 2.1 - Formation and Series Creation:

(a) The Company Member(s) hereby authorize the Manager(s) to execute and deliver the Articles of Organization to the Secretary in accordance with and pursuant to the Act.

(b) The Company Member(s) hereby agree to form the Company as a Nevada series limited liability company under and pursuant to the provisions of the Act and agree that the rights, duties and liabilities of the Company Member(s) shall be as provided in the Act except as otherwise provided herein.

(c) Upon their execution of this Agreement, without the need for the consent or other action of any Person or the need for a Separate Series Agreement, those Persons whose names appear on the signature page shall be admitted as Member(s) of the Company not associated with any Series. In their capacities as Member(s) not associated with any Series, such persons shall not make any Capital Contribution to the Company and shall have no Membership Interest (hereafter "Founders"). The Founder(s) may, however, subsequently also become Member(s) associated with one or more Series and, in those separate capacities, acquire Membership Interests associated with such Series and be required to make Capital Contributions to such Series, all in accordance with the terms of this Agreement and any Separate Series Operating Agreement. The Founders, in their capacities as Company Member(s) not associated with a Series, shall not acquire assets for or incur liabilities or other obligations with respect to the Company. The Company may acquire assets and incur liabilities or other obligations only to the extent that they are by the Company with respect to a Series and not with respect to the Company generally.

(d) As established from time to time in accordance with this Agreement, there may be designated additional Series having separate rights, powers or duties with respect to Separate Property or obligations or profits and losses associated with Separate Property or obligations and, to the extent provided in this Agreement and a Separate Series Agreement, and may have a separate business purpose or investment objective. A Member may be a member of one or more Series.

(e) Without the need for the consent of any Person, the Founders may establish one or more additional Series as they may jointly determine in their sole discretion. The terms of each additional Series shall be as set forth in this Agreement and a Separate Series Operating Agreement establishing such Series substantially in the form of Exhibit B attached hereto. A Separate Series Agreement must be executed by any Founders who are also Member(s) of such Series. To the extent that a Separate Series Agreement conflicts with this Agreement, this Agreement shall control.

(f) No debt, liability or obligation of a Series shall be a debt, liability or obligation of any other Series. The debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a Series shall be enforceable against the assets of such Series only and not against any other assets of the Company generally or any other Series and none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the Company generally or any other Series shall be enforceable against the assets of such Series. Separate and distinct records shall be maintained for each and every Series, separate taxpayer identification numbers shall be acquired for each Series, and assets associated with any such Series shall be accounted for separately from the other assets of the Company, or any other Series of the Company. The Articles of Organization shall contain notice of the limitation of liabilities of a Series as to other Series in conformity with NRS 86.161.

(g) The Founder(s) shall be deemed admitted as Member(s) of a newly created Series, upon their execution of a counterpart signature page to the relevant Separate Series Agreement.

(h) Exhibit A attached hereto shall be updated from time to time as is necessary to reflect accurately the information contained therein, including, without limitation, the establishment of additional Series and the admission of additional Members to such Series. Any revision to Exhibit A attached hereto made in accordance with this Agreement shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Exhibit A attached hereto shall be deemed to be a reference to Exhibit A as amended and in effect from time to time.

Section 2.2 - Name:

The name of the Company shall be HERD PROPERTIES LLC (a Nevada Series LLC). The business of the Company may be conducted upon compliance with all applicable laws under any other name designated by the Founders. Separate Property or businesses held or operated by Separate Series shall be clearly identified and associated with the name of the Separate Series distinguished from the name of the Company or any other Separate Series.

Section 2.3 - Principal Place of Business:

The principal place of business of the Company shall be care of: 300 S. Fourth Street, Suite 1700, Las Vegas, Nevada 89101. The Company may locate its places of business and registered office at any other place or places as the Manager or Managers may from time to time deem advisable.

Section 2.4 - Registered Office and Registered Agent:

The Company's registered office in the State of Nevada shall be at the office of its Resident Agent: 300 S. Fourth Street, Suite 1700, Las Vegas, Nevada 89101, and the Company's Resident Agent in the State of Nevada shall be John E. Dawson, Esq. At any time, the registered office and Resident Agent of the Company may be changed by filing the address of the new office and/or the name of the new Resident Agent with the Secretary of State of the State of Nevada pursuant to Chapter 86 of the Nevada Revised Statutes.

Section 2.5 - Term:

The Company shall have perpetual existence unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

ARTICLE III
BUSINESS OF COMPANY

Section 3.1 - Business of Company and Series:

The purpose of the Company is limited to forming Separate Series under which to hold Separate Property or conduct separate business operations. The purpose and business of each Series shall be as set forth in its Series Operating Agreement and shall include but shall not be limited to:

(a) Purchasing assets and businesses, including real estate for investment, liquidation and resale and/or to liquidate as agent assets and businesses;

(b) Transacting any and all lawful business for which a limited liability company may be formed under the Act; and

(c) Transacting all business necessary, appropriate, advisable, convenient or incidental to any of the foregoing provisions.

The Company and each Series shall have the power to do any or all of the acts necessary, appropriate, advisable, incidental or convenient to or for the furtherance of the purposes and business described herein and for the protection or benefit of the Company and such Series. The Company and each Series shall have any or all of the powers that may be exercised on behalf of the Company or such Series by any Person.

Section 3.2 Limits on Foreign Activity. Neither the Company nor any Series shall directly engage in business in any state, territory or country which does not recognize limited liability companies or the effectiveness of the Act in limiting the liabilities of the Member(s) of the Company. If the Company or a series desires to conduct business in any such state, it shall do so through an Entity which will ensure limited liability to the Company and Series Member(s).

ARTICLE IV

NAMES AND ADDRESSES

Section 4.1 - Member(s):

The respective names and addresses of the Member(s) of the Company and each Series are set forth on Exhibit A attached hereto. Further rights and obligations of the Series Member(s) are defined within their respective Separate Series Operating Agreements.

Section 4.2 - Manager:

The initial Manager of the Company shall be HERD ADMINISTRATIVE TRUST. The initial Manager(s) of the Separate Series shall be set forth the Separate Series Operating Agreement.

ARTICLE V

RIGHTS AND DUTIES OF MEMBERS AND MANAGERS

Section 5.1 - Management:

The business and affairs of the Company shall be vested in the Manager of the Company. The business and affairs of a Series shall be vested in the Manager of that Series in accordance with this Agreement and the Separate Series Operating Agreement. A Manager need not be a Member of the Company or Series. Only Member(s) or Manager(s) associated with a Series shall direct, manage and control the business and affairs of such Series. All Member(s) shall have the right to vote on a per Unit basis as to the management and conduct of the business of the Company or Series. Except as otherwise provided herein set forth, a majority of the Managers shall control.

Section 5.2 - Certain Powers of Series Managers:

(a) Without limiting the generality of Section 5.1, upon the affirmative vote of Manager(s) associated with a Series, the Series Managers shall have the following power and authority, on behalf of such Series:

(i) To acquire property from any Person as the Series Manager(s) may determine, whether or not such Person is directly or indirectly affiliated or connected with any Series Member;

(ii) To borrow money for such Series from banks, other lending institutions, any Series Member, or Affiliates of any Series Member, on such terms as the Series Managers associated with such Series deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of such Series to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of any Series except by the Series Manager(s), or, to the extent permitted under the Act and this Agreement, by agents or employees associated with such Series or the Series Manager(s) expressly authorized by the Series Manager(s) to contract such debt or incur such liability;

(iii) To purchase liability and other insurance to protect the property and business of the Series;

(iv) To hold and own such real and personal Properties in the name of the Series;

(v) To invest funds of such Series in time deposits, short-term governmental obligations, commercial paper or other investments;

(vi) To execute on behalf of such Series all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of such Series' property; assignments; bills of sale; leases; and any other instruments or documents necessary, appropriate, convenient, advisable or incidental to the business of such Series;

(vii) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company with respect to such Series;

(viii) To pay, collect, compromise, litigate, arbitrate, or otherwise adjust or settle any and all other claims or demands of or against such Series or to hold such proceeds against the payment of contingent liabilities;

(ix) To enter into any and all other agreements on behalf of the Company with respect to such Series, as appropriate; and

(x) To do and perform all other acts as may be necessary, appropriate, convenient, advisable or incidental to the conduct of such Series' business.

(b) Notwithstanding anything to the contrary in this Agreement, a Series Manager shall not engage in any of the following transactions without the unanimous vote or written consent of the Series Member(s):

(i) the merger or consolidation of the Series with any other Entity;

(ii) a sale of all or substantially all of the Series assets; or

(iii) the voluntary commencement of a bankruptcy proceeding with the Series as a debtor or any assignment for the benefit of creditors of the Series.

(iv) any action which would result in a change in any Series Member's Percentage Interest of profits, losses, or distributions, except pursuant to compliance with Appendix 1;

(v) any action which would result in a change in the Capital Contributions required from any Series Member;

(vi) any action which would result in an increase in the personal liability imposed upon any Series Member;

(vii) the issuance of any additional Membership Interests in the Series; or

(viii) any amendments to a Separate Series Operating Agreement.

Unless authorized to do so by this Agreement or by the Manager(s) associated with a Series, no attorney-in-fact, employee or other agent of the Series shall have any power or authority to bind the Company or such Series in any way, to pledge the Company's or such Series' credit or to render the Company or such Series liable for any purpose. No Member(s) associated with a Series shall have any power or authority to bind the Series unless such Series Manager(s) have authorized the Member(s) to act as an agent of the Company with respect to such Series.

Section 5.3 - Mediation and Arbitration.

a. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions within five (5) days after a Member or Manager of a Company or Series notifies the other Member(s) and/or Manager of the respective Company or Series it has a dispute, the Member(s) and Managers of the respective Company or Series agree that on the sixth (6th) day after such notice has been delivered (or if the sixth (6th) day is not a Business Day, then on the next Business Day thereafter) to start proceedings to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association (the “AAA”) under its Commercial Mediation Rules, before resorting to arbitration. If all disputes have not been resolved within ten (10) days after the start of such mediation, any Member or the Manager may elect to settle any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (except as otherwise provided herein) by written notice to the other Member(s) and Manager of the respective Company or Series, as applicable. The Member or Manager electing arbitration shall by such notice to the other Member(s) or Manager of the respective Company or Series name an arbitrator. The second arbitrator shall be chosen by the noticed Member(s) or Manager of the respective Company or Series, as applicable, within ten (10) days after such notice. If the noticed Member or Manager of the Company or Series does not appoint such second arbitrator, then the AAA shall be requested to submit a list of five (5) persons to serve as the second arbitrator, and the second arbitrator shall be appointed by the first arbitrator from such list within five (5) days of its submission. The two (2) appointed arbitrators shall agree upon the appointment of a third arbitrator within five (5) days after the second arbitrator is appointed. If the two (2) arbitrators so appointed do not agree upon a third arbitrator, then the AAA shall be requested to submit a list of five (5) persons to serve as the third arbitrator. The parties to the arbitration shall select the third arbitrator from the list submitted within five (5) days of its submission; provided that if the parties to the arbitration cannot agree upon the third arbitrator, then the arbitrator shall be selected from the list of five (5) through the process of each of the first two (2) arbitrators in turn striking names from the list until one (1) name remains.

b. The decision of any two (2) of the arbitrators shall be final and binding upon the Member and Manager of the Company or Series. The arbitrators shall determine the rights and obligations of the Member and Manager of the Company or Series according to this Agreement and the substantive laws of Nevada. It is hereby agreed upon that in any such arbitration each Member and Manager of the Company or Series shall be entitled to discovery of the others as provided by the Nevada Revised Statutes pertaining to civil procedure; provided, however, any such discovery shall be completed within four (4) months from the date of the selection of the second arbitrator, unless such period is extended by agreement of the affected Member and Manager of the Company or Series or by order of the arbitrators, and any disputes concerning discovery shall be determined by

the arbitrators with any such determination being binding on the Member and Manager of the respective Company or Series. The arbitrators shall be requested to render an opinion within fifteen (15) days after the date that discovery is completed. The arbitrators shall apply Nevada substantive law and Nevada evidentiary law to the proceeding. The arbitrators shall have the power to grant all legal and equitable remedies and award compensatory damages provided by Nevada law. Punitive or exemplary damages shall not be awarded for any breach or alleged breach of this Agreement and the Member(s) and Manager waive any right to seek, claim or receive such punitive or exemplary damages. The arbitrators shall be bound by the terms of this Agreement. The arbitrators shall not be empowered or authorized to add to, subtract from, delete or in any other way modify the terms of this Agreement. The arbitrators shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The decision of the arbitrators shall be final and binding on the Member and Manager of the Company or Series and judgment thereon may be entered by any court having jurisdiction. Each party shall bear its own expenses of the arbitration including without limitation attorney fees and the parties shall divide the arbitration expenses and fees equally.

c. Notwithstanding any other provision of this Section 5.3, no resort to arbitration shall be required if a third Person's participation is essential to avoid the possibility of an inconsistent or otherwise incomplete resolution of all associated issues or controversies, and such third Person declines to participate in and be bound by the results of the arbitration.

d. No Member of a Company or Series, whether or not a party to such arbitration, and no arbitrator, shall disclose the existence, content or results of any arbitration hereunder without the prior written consent of all parties to such arbitration.

Section 5.4 - Liability for Certain Acts:

Each Manager associated with the Company or Series shall perform his or her duties as a Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company or Series, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Series Manager shall not be liable to the Company, such Series, or to any other Company or Series Member for any loss or damage sustained by the Company, such Series or such Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by such Manager.

Section 5.5 - Managers Have No Exclusive Duty to Company or Series:

Any Company or Series Manager may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company or any Series, and the Company, any Series and the Member(s) shall have no rights by virtue of this Agreement or any Separate Series Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company or any Series, shall not be deemed wrongful or improper. No Company or Series Manager shall be obligated to present any particular investment opportunity to the Company or any Series even if such opportunity is of a character that, if presented to the Company or such Series, could be taken by the Company or such Series, and any Manager shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

Section 5.6 - Bank Accounts:

The Series Manager(s) may from time to time open bank accounts in the name of such series and the Series Manager(s) shall be the only signatories thereon, unless the Series Manager(s) determine otherwise.

Section 5.7 - Indemnity of the Managers, Employees and Other Agents:

(a) To the fullest extent permitted by applicable law, if the Manager(s) associated with a Series approve, a Series Manager, any officers, directors, shareholders, partners, members, employees, representatives or agents of such Manager, or their respective affiliates, or any employee or agent of such Series (each, a "Covered Person") shall be entitled to indemnification from such Series for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of such Series and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement and any Separate Series Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of fraud, deceit, gross negligence, willful misconduct or a wrongful taking with respect to such acts or omissions; provided, however, that any indemnity under this Section 5.7 shall be provided out of and to the extent of the assets of the such Series only, and no Covered Person or any other Series shall have any personal liability on account thereof.

(b) To the fullest extent permitted by applicable law, if the Manager(s) associated with a Series approve, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by such Series prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by such Series of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 5.7.

(c) A Series may purchase and maintain insurance, to the extent and in such amounts as the Manager(s) associated with such Series shall deem reasonable, on behalf of Covered Persons and such other Persons as the Manager(s) associated with such Series shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of such Series or such indemnities, regardless of whether such Series would have the power to indemnify such Person against such liability under the provisions of this Agreement. A Series may enter into indemnity contracts with Covered Persons and such other Persons as the Manager(s) associated with such Series shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 5.7 and containing such other procedures regarding indemnification as are appropriate.

Section 5.8 - Salaries:

The salaries and other compensation of the Manager(s) associated with a Series shall be fixed from time to time by an affirmative vote of Member(s) associated with such Series holding at least a Majority Interest of the Units of such Series.

Section 5.9 - Resignation:

Any Manager of the Company may resign at any time by giving written notice to the Member(s) of the Company. Any Manager of a Series may resign at any time by giving written notice to the Member(s) of the Series. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Series Member shall not affect the Manager's rights as a Series Member and shall not constitute a withdrawal of a Series Member.

Section 5.10 - Removal:

At a meeting called expressly for that purpose, all or any lesser number of Manager(s) of a Series may be removed at any time, with or without cause, by the decision of the Series Member(s) owning more than fifty percent (50%) of the Voting Units in the Series. At a meeting called expressly for that purpose, all or any lesser number of Manager(s) of the Company, but not applicable to the Series Manager(s), may be removed at any time, with or without cause, by the decision of the Member(s) owning more than fifty percent (50%) of the Voting Units in the Company. The removal of a Series or Company Manager who is also a Series or Company Member shall not affect the Manager's rights as a Company or Series Member and shall not constitute a withdrawal of a Company or Series Member unless the removal was for cause. In such a case, the Series Member shall be deemed to have withdrawn from the Series. Cause shall mean proven embezzlement, intoxication or illegal drug use which materially interferes with job performance, absenteeism in excess of two times normal Company policy, wrongful disclosure of a Series or Company's confidential information, conflict of interest, gross insubordination, or conviction of a felony adversely affecting the ability of the Manager to carry on his or her normal duties. In such a removal of Membership, the Company or Series Member shall be entitled to the value of his or her interest as determined in Section 11.7.

Section 5.11 - Vacancies:

Any vacancy occurring for any reason in the number of Manager(s) of the Company may be filled by the affirmative vote of a majority of the remaining Manager(s) then in office, provided that if there are no remaining Manager(s), the vacancy(ies) shall be filled by the affirmative vote of the Member(s) owning more than fifty percent (50%) of the Percentage Interests in the Company. Any vacancy occurring for any reason in the number of Manager(s) of a Series may be filled by the affirmative vote of a majority of the remaining Manager(s) then in office of said Series, provided that if there are no remaining Manager(s), the vacancy(ies) shall be filled by the affirmative vote of the Member(s) of such Series owning more than fifty percent (50%) of the Percentage Interests in the Series. Any Manager's position to be filled by reason of an increase in the number of Manager(s) shall be filled by the affirmative vote of a majority of the Managers then in office or by an election at a special meeting of Company or Series Member(s) called for that purpose or by such Members' majority written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office and shall hold office until expiration of such term and until his or her successor shall be elected and shall qualify or until his or her earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Manager(s) shall hold office until his or her successor shall be elected and shall qualify, or until his or her earlier death, resignation or removal.

ARTICLE VI RIGHTS AND OBLIGATIONS OF MEMBERS

Section 6.1 - Limitation of Liability:

Except as otherwise provided in this Agreement or the Act, the debts, obligations and liabilities of the Company or a Series, whether arising in contract, torts or otherwise, shall be solely the debts, obligations and liabilities of the Company or individual respective Series, as the case may be, and no Member or Manager shall be obligated personally for any such debt, obligation or liability of the Company or any individual Series solely by reason of being a Member or Manager thereof. Each Series Member shall nevertheless be liable for its obligations to make Capital Contributions pursuant to its Separate Series Agreement.

Section 6.2 - List of Member(s):

Upon the written request of any Member associated with a Series for any purpose reasonably related to such Member's interest in the Company with respect to such Series, the Manager or Member(s) associated with such Series shall provide to such Member a list showing the names, addresses and Membership Interests of all Member(s) associated with such Series.

Section 6.3 - Company Books:

The Manager(s) associated with a Series shall maintain and preserve, during the existence of such Series, the accounts, books and other relevant Series documents described in Section 6.4. Notwithstanding anything in this Agreement to the contrary, separate and distinct records shall be maintained for each and every Series, and the assets associated with each Series shall be held and accounted for separately from the other assets of the Company or of any other Series, each of which shall acquire a separate federal taxpayer identification number. Upon reasonable written request, each Member associated with a Series shall have the right, at a time during ordinary business hours, as reasonably determined by the Manager(s) associated with such Series, to inspect and copy, at the requesting Member's expense, the books and records of such Series for any purpose reasonably related to such Member's interest with respect to such Series.

Section 6.4 - Records, Audits and Reports:

At the expense of the relevant Series, the Manager(s) associated with such Series shall maintain separate and distinct records and accounts of the operations and expenditures of such Series. At a minimum, each Series shall keep at the principal place of business of the Company the following records:

(a) True and full information regarding the status of the business and financial condition of such Series and the Company;

(b) Promptly after becoming available, a copy of the such Series' and the Company's federal, state and local income tax returns for each year;

(c) The current list of the name and last known business, residence or mailing address of each Member associated with such Series;

(d) A copy of this Agreement, the respective Separate Series Agreement and the Certificate of Formation, together with executed copies of any written powers of attorney pursuant to which this Agreement, Separate Series Agreements and the Certificate of Formation have been executed;

(e) True and full information regarding the amount of cash and a description and statement of the Gross Asset Value of any other property or services contributed by each Member to the Company with respect to such Series and which each Member associated with such Series has agreed to contribute in the future, and the date on which each became a Member;

(f) Minutes of every Company or Series meeting held, if any;

(g) Any written consents obtained from Member(s) associated with such Series for actions taken by such Member(s) without a meeting; and

(h) Unless contained in the Certificate of Formation or the Separate Series Operating Agreement, a writing prepared by the Member(s) associated with such Series setting out the following:

(i) The times at which or events on the happening of which any additional contributions agreed to be made by each Member associated with such Series are to be made; and

(ii) Any right of a Member associated with such Series to receive distributions that include a return of all or any part of the Member's contributions.

Section 6.5 - Returns and Other Elections:

The Company Manager(s) and Series Manager(s) shall cause the preparation and timely filing of all tax returns required to be filed by the Company and Series pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company or Series does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Company Member(s) or Series Member(s) within a reasonable time after the end of the Company's or Series Fiscal Year. All elections permitted to be made by the Company under federal or state laws shall be made by the Company and Series Manager(s) in their sole discretion.

Section 6.6 - Liability of a Member to the Company:

A Member who receives a distribution from the Company with respect to a Series is liable to the Company with respect to such Series or to others only to the extent provided by the Act and other applicable law.

ARTICLE VII
MEETINGS OF MEMBERS

Section 7.1 - Meetings:

Meetings of the Member(s) associated with a Series, for any purpose or purposes, may be called by any Member(s) associated with such Series holding at least 51% of the Percentage Interests of such Series, but there shall be no requirement that there be an annual meeting.

Section 7.2 - Place of Meetings:

Series Member(s) may designate any place, either within or outside the State of Nevada, as the place of meeting for any meeting of the Series Member(s). If a designation is not made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company. Any meeting of Series Member(s) may also take place by teleconferencing so long as a quorum (as defined in Section 7.6 below) participate in the same.

Section 7.3 - Notice of Meetings:

Except as provided in Section 7.4, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five nor more than thirty days before the date of the meeting, either personally or by mail, by or at the direction of the Series Manager(s) or person calling the meeting, to each Series Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Series Member at its address as it appears on the books of the Company, with postage thereon prepaid.

Section 7.4 - Meeting of All Voting Members:

If all the Member(s) associated with a Series shall meet at any time and place, either within or outside the State of Nevada, or participate in a teleconference meeting, and consent to the holding of a meeting at such time and place or by teleconference, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

Section 7.5 - Record Date:

For the purpose of determining Series Member(s) entitled to notice of or to vote at any meeting of Member(s) or any adjournment thereof, or Member(s) entitled to receive payment of any distribution, or in order to make a determination of Member(s) for any other purpose, the day immediately prior to the date on which notice of the meeting is mailed or the day immediately prior to the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Member(s). When a determination of Member(s) entitled to vote at any meeting of Member(s) has been made as provided in this Section 7.5, such determination shall apply to any adjournment thereof.

Section 7.6 - Quorum:

Member(s) associated with a Series holding at least two-thirds of all Percentage Interests of such Series, represented in person or by proxy, shall constitute a quorum at any meeting of Member(s) associated with the Series. In the absence of a quorum at any such meeting, Member(s) holding a majority of the Percentage Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty days without further notice. However, if the adjournment is for more than sixty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Member(s)

present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Percentage Interests whose absence would cause less than a quorum.

Section 7.7 - Manner of Acting:

If a quorum is present, the affirmative vote of the Series Member(s) holding a Majority Interest in the Series shall be the act of the Member(s) associated with the Company or such Series, unless the vote of a greater or lesser proportion or number is otherwise required by the Act or expressly by this Agreement. Only Member(s) associated with a Series may vote or consent upon any matter regarding the Series, and their vote or consent, as the case may be, shall be counted in the determination of whether the matter was approved by the Member(s) associated with such Series.

Section 7.8 - Proxies:

At all meetings of Member(s) associated with a Series, a Series Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Member(s) associated with such Series before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy. A proxy may only be given verbally during a meeting taking place by teleconferencing and shall expire at the termination of said teleconference.

Section 7.9 - Action by Members Without a Meeting:

Action required or permitted to be taken at a meeting of Member(s) associated with the Company or a Series may be taken without a meeting and without prior notice if consents, whether oral or written, of Manager(s) associated with the Company or such Series are received representing the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Member(s) of the Company or such Series were present and voted.

Section 7.10 - Waiver of Notice:

When any notice is required to be given to any Series Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, or the participation in a teleconference meeting, shall be equivalent to the giving of such notice.

ARTICLE VIII
CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

Section 8.1 - Members' Capital Contributions:

Each Member associated with a Series shall contribute to such Series the amount as is set forth in Exhibit A attached hereto and the Series Separate Operating Agreement as the Member's Initial Capital Contribution with respect to such Series.

Section 8.2 - Miscellaneous.

a. **No Interest on Capital Contribution.** No Member of a Series shall be entitled to or shall receive interest on such Member's Capital Contribution.

b. **No Withdrawal of Capital Contribution.** No Member of a Series may demand a return of his Capital Contribution except as provided herein, in the Separate Series Operating Agreement, or in the Act.

Section 8.3 - No Third Party Beneficiaries. The provisions of this Article 8 are not intended to be for the benefit of and shall not confer any rights on any creditor or other Person (other than a Member in such Member's capacity as a Member) to whom any debts, liabilities or obligations are owed by the Company, a Series or any of the Member(s) of the Company or a Series.

Section 8.4 - Capital Accounts:

(a) An individual Capital Account with respect to a Series shall be established and maintained for each Member associated with such Series. The original Capital Account established for any Member associated with such Series who acquires an interest in such Series by virtue of an assignment in accordance with the terms of this Agreement shall be in the same amount as, and shall replace, the Capital Account of the assignor of such interest, and, for purposes of this Agreement, such Member shall be deemed to have made the Capital Contributions with respect to such Series made by the assignor of such interest (or made by such assignor's predecessor in interest). To the extent such Member acquires less than the entire interest in such Series of the assignor of the interest so acquired by such Member, the original Capital Account of such Member with respect to such Series and its Capital Contributions shall be in proportion to the interest it acquires, and the Capital Account of the assignor who retains a partial interest in such Series, and the amount of its Capital Contributions, shall be reduced in proportion to the interest he or it retains.

(b) The Capital Account with respect to a Series of a Series Member shall be maintained in accordance with the following provisions:

(i) to such Member's Capital Account with respect to such Series there shall be credited such Member's Capital Contributions with respect to such Series, such Member's distributive share of Profits with respect to such Series and the amount of any Company liabilities with respect to such Series that are assumed by such Member or that are secured by any Company assets associated with such Series that are distributed to such Member;

(ii) to such Member's Capital Account with respect to such Series there shall be debited the amount of cash and the Gross Asset Value of any other Company assets associated with such Series that are distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses with respect to such Series and the amount of any liabilities of such Member that are assumed by the Company with respect to such Series or that are secured by any property contributed by such Member to the Company with respect to such Series; and

(iii) in determining the amount of any liability for purposes of this Subsection (b), §752(c) of the Code and any other applicable provisions of the Code and the Treasury Regulations shall be taken into account.

(c) Upon the dissolution and complete liquidation of the Company, the separate Capital Accounts of each Member associated with more than one Series may be combined into a single Capital Account of such Member.

Section 8.5 - Voting Units:

(a) Subject to the other provisions of this Agreement (including those governing the Members' respective rights to receive allocations of Net Profits and Net Losses and to buy or sell Units), each Voting Unit with respect to a Series shall have the rights, and be subject to the obligations, identical to those of each other Voting Unit.

(b) The holders of Voting Units shall be entitled to one vote for each Voting Unit held at all meetings of Voting Member(s) (and written actions in lieu of meetings), with no right to cumulative voting.

Section 8.6 - Series Ownership:

(a) All Membership Interests in the Series shall be denominated in Units where one unit equals a one percent interest in the series. Each Unit shall have the rights, and be subject to the obligations, identical to those of each other Unit of the same Series.

- (b) Majority vote controls the series governance.

Section 8.7 - Securities Law Qualification. THE MEMBER(S) OF THE COMPANY AND OF EACH SERIES ACKNOWLEDGE AND AGREE THAT THE MEMBERSHIP INTERESTS HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR THE SECURITIES LAWS OF ANY STATE AND, THEREFORE, THE MEMBER(S) OF EACH SERIES MUST BEAR THE ECONOMIC RISK OF INVESTMENT IN THE COMPANY FOR AN INDEFINITE PERIOD OF TIME. THERE IS NO PUBLIC TRADING MARKET FOR THE MEMBERSHIP INTERESTS AND IT IS NOT ANTICIPATED THAT ONE WILL DEVELOP. ADDITIONALLY, THERE ARE SUBSTANTIAL RESTRICTIONS UPON THE TRANSFERABILITY OF THE MEMBERSHIP INTERESTS. SALE OR ASSIGNMENT BY A MEMBER OF A SERIES OF ITS MEMBERSHIP INTERESTS OR SUBSTITUTION OF MEMBER(S) MAY BE SUBJECT TO CERTAIN CONSENTS. THE MEMBERSHIP INTERESTS CANNOT BE RESOLD OR TRANSFERRED WITHOUT (i) REGISTRATION UNDER THE 1933 ACT, OR (ii) AN EXEMPTION FROM REGISTRATION. THEREFORE, MEMBER(S) MAY NOT BE ABLE TO LIQUIDATE THEIR INVESTMENTS IN THE EVENT OF AN EMERGENCY. FURTHER, MEMBERSHIP INTERESTS MAY NOT BE READILY ACCEPTED AS COLLATERAL FOR A LOAN. MEMBERSHIP INTERESTS SHOULD BE CONSIDERED ONLY AS A LONG TERM INVESTMENT.

ARTICLE IX ALLOCATIONS OF PROFITS AND LOSSES

The Company shall not directly engage in business operations and shall not generate profits or losses except through its Series. Profits with respect to any Series for any Fiscal Year shall be allocated as set forth in the Separate Series Operating Agreement among the Member(s) of such Series.

ARTICLE X DISTRIBUTIONS

Distributions with respect to any Series for any Fiscal Year shall be allocated as set forth in the Separate Series Operating Agreement.

ARTICLE XI

TRANSFERABILITY

Section 11.1. Transfer of Entire Membership Interest. The Member may sell, hypothecate, pledge, assign or otherwise voluntarily, during the Member's lifetime or upon his or her death, transfer all of his or her Membership Interest or Membership Rights in the Company to any other person. In the event the Member transfers his or her entire Membership Interest, the transferee(s) shall become a member without any further action, unless the Manager, Member and transferee all agree otherwise.

Section 11.2 Admission of Additional Members. The Member may also freely transfer a part of his or her Membership Interest; provided however, that prior to the admission of any other member to the Company, including but not limited to the addition of a member as the result of a transfer by the Member of only a part of his or her Membership Interest, an amended operating agreement shall have been negotiated between such member(s) to become effective upon their admission to the Company

ARTICLE XII

TERMINATION OF SERIES; DISSOLUTION AND TERMINATION OF THE COMPANY

Section 12.1 - Dissolution of the Company:

(a) The Company shall be dissolved upon the occurrence of either of the following events:

(i) if the Company voluntarily enters bankruptcy chapter VII or another insolvency proceeding that contemplates its final liquidation, or does so involuntarily and such proceeding is not vacated or dismissed within one hundred (120) days after commencement thereof;

(ii) by the unanimous vote or written consent of the Company Member(s).

(b) The death, retirement, resignation, expulsion, bankruptcy or dissolution of any Company Member or the occurrence of any event that terminates the continued membership of any Member in the Company shall not in and of itself cause a dissolution of the Company.

(c) If a Company Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the Company Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Company Member's rights for the purpose of settling his estate or administering his property. If a Company Member is an Entity and is dissolved or terminated, the powers of that Company Member may be exercised by its legal representative or successor.

Section 12.2 - Termination of a Series:

(a) A Series shall be terminated upon the occurrence of any of the following events:

(i) upon the dissolution of the Company;

(ii) by the majority written agreement of all Member(s) associated with such Series substantially in the form of Exhibit C attached hereto;

(b) Other than in connection with a transfer of Series Membership Interests in accordance with this Agreement, a Series Member shall not take any voluntary action (including, without limitation, resignation) that directly causes it to cease to be a Member of such Series. Unless otherwise approved by Member(s) associated with a Series owning a Majority Interest of such Series, a Series Member who ceases to be a Series Member (a "Resigning Member"), regardless of whether such termination was the result of a voluntary act by such Member, shall not be entitled to receive any distributions from the Series in excess of those distributions to which such Series Member would have been entitled had such Member remained a Series Member. Except as otherwise expressly provided herein, a Resigning Member shall immediately become an assignee associated with such Series. Damages for breach of this Section 12.2(b) shall be monetary damages only (and not specific performance), and such damages may be offset against distributions by the Series to which the Resigning Member would otherwise be entitled.

(c) The termination and winding up of a Series shall not cause a dissolution of the Company (even if there are no remaining Series) or the termination of any other Series. The termination of a Series shall not affect the limitation on liabilities of such Series or any other Series provided by this Agreement and the Act

Section 12.3 - Winding Up, Liquidation and Distribution of Assets of a Series Upon Termination of Such Series:

(a) Upon termination of a Series, an accounting shall be made of the accounts of the Series and of the assets, liabilities and operations associated with such Series, from the date of the last previous accounting until the date of such termination. The Managers associated with such Series shall immediately proceed to wind up the affairs of such Series.

(b) If a Series is terminated and its affairs are to be wound up, the Managers associated with such Series shall:

(i) Sell or otherwise liquidate all of the assets of such Series as promptly as practicable (except to the extent such Manager(s) may determine to distribute any assets to the Series Member(s) in kind);

(ii) Allocate any Profits or Losses resulting from such sales to the respective Capital Accounts of the Member(s) associated with such Series in accordance with the Separate Series Operating Agreement;

(iii) Satisfy (whether by payment or reasonable provision for payment thereof) all liabilities of the Series, including liabilities to Series Member(s) who are creditors, to the extent otherwise permitted by law, other than liabilities to Series Member(s) for distributions (for purposes of determining the Capital Accounts of the Series Member(s), the amounts of any Reserves created in connection with the liquidation of such Series shall be deemed to be an expense of the Series); and

(iv) Distribute the remaining assets of such Series to the Member(s) associated with such Series in accordance with their Capital Account balances after giving effect to all contributions, distributions, and allocations for all periods.

(c) Notwithstanding anything to the contrary in this Agreement, if upon the termination and liquidation of any Series, any Member associated with such Series has a deficit balance in his, her or its Capital Account associated with such Series (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such termination and liquidation occurs), such Member shall have no obligation to make any Capital Contribution, or otherwise restore the deficit balance in such Members' Capital Account associated with such Series, and such deficit Capital Account balance shall not be considered a debt owed by such Member to the Company or the Series or otherwise, to any other Member or to any other Person for any purpose whatsoever.

(d) The Member(s) associated with a Series shall comply with all requirements of applicable law pertaining to the winding up of the affairs of a Series and the final distribution of its assets.

Section 12.4 - Winding Up, Liquidation and Distribution of Assets of the Company Upon Dissolution of the Company:

Upon the dissolution of the Company pursuant to Section 12.1, the Company shall be wound up by winding up each Series in the manner contemplated by Section 12.3, except that, for purposes of Section 12.3(b)(iv), the separate Capital Accounts of each Member associated with more than one Series shall be combined into a single Capital Account of such Member.

Section 12.5 - Notice of Dissolution. Within ninety (90) days of the happening of a dissolution Event, the Manager shall give written notice thereof to each of the Member(s), to the banks and other financial institutions with which the Company or Series, as the case may be, normally does business, and to all other parties with whom the Company or Series regularly conducts business, and shall publish notice of dissolution in a newspaper of general circulation in each place in which the Company or Series generally conducts business.

Section 12.6 - Returns of Contributions Nonrecourse to Other Members:

Except as otherwise provided by applicable laws, upon termination of a Series, each Member associated with such Series shall look solely to the assets of such Series for the return of its Capital Contributions made with respect to such Series, and if the assets of such Series remaining after payment of or due provision for the debts and liabilities of the Company with respect to such Series are insufficient to return such Capital Contributions, such Member(s) shall have no recourse against any other Series, the Company or any other Member, except as otherwise provided by law.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

Section 13.1 - Notices. Any notice or communication required or permitted to be given by any provision of this Agreement, including but not limited to any consents, shall be in writing and shall be conclusively deemed to have been given and received by the Person to whom directed, as follows:

a. on the day delivered if personally delivered to such Person or to an officer or representative of the Person;

b. on the first Business Day delivery is attempted when service is by overnight courier addressed to the Person at the address, if any, shown on the page containing their signatures, or such other address of which such Person has notified the Series and every other Series Member;

c. if transmitted by way of facsimile to the facsimile number of such Person who has notified the Series and every other Series Member of its facsimile number, with evidence of a confirmed transmission, such notice received during Business Hours during a Business Day shall be deemed made on such Business Day; facsimile transmissions received at any other time shall be deemed received on the next Business Day;

d. three (3) Business Days after being posted in the United States or upon receipt, whichever is sooner, if sent by registered, express or certified mail, return receipt requested, postage and charges prepaid addressed to the Person at the address, if any, shown on the page containing their signatures, or such other address of which such Person has notified the Series and every other Series Member.

If no address appears on the page containing a Member's signature and if the Series and the Series Member(s) have not been notified of any other address at which such Person shall receive notifications, then a notice delivered to the Series Manager, who shall reasonably attempt to forward the notice to such Person, shall constitute sufficient notice to such Person.

Section 13.2 - Application of Nevada Law. This Agreement, the Separate Series Operating Agreements, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Nevada, and specifically the Act. Clark County, Nevada shall be the exclusive venue for any action brought by any party in any way related to this Agreement or the Separate Series Operating Agreements.

Section 13.3 - Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the Property of a Series.

Section 13.4 - Amendments. A proposed amendment to this Agreement or a Separate Series Agreement shall become effective at such time as it has been unanimously approved by the Company Member(s) or Series Member(s), as the case may be.

Section 13.5 - Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and vice versa.

Section 13.6 - Headings. The headings in this Agreement and the Separate Series Operating Agreements are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, the Separate Series Operating Agreements, or any provision hereof.

Section 13.7 - Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement or the Separate Series Operating Agreements shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation, except in the event of a written waiver to the contrary that specifically states that this Section 13.7 shall be inapplicable.

Section 13.8 - Rights and Remedies Cumulative. The rights and remedies provided by this Agreement and the Separate Series Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 13.9 - Severability. If any provision of this Agreement, a Separate Series Operating Agreements, or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement or the Separate Series Operating Agreement or the applications thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Section 13.10 - Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement and the Separate Series Operating Agreements, their respective heirs, legal representatives, successors and assigns.

Section 13.11 - Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or a Series.

Section 13.12 - Accounting Method:

For both financial and tax-reporting purposes and for purposes of determining Profits and Losses, the books and records of the Company and its Series shall be kept on the accrual method of accounting in a consistent manner and shall reflect all Company and Series transactions and shall be appropriate and adequate for the Company's business.

Section 13.13 - Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

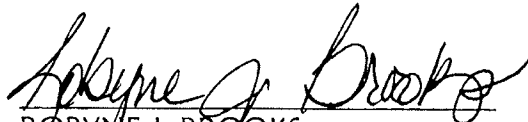
Section 13.14 - Further Assurances. The Member(s) and the Company and each Series agree that they and each of them will take whatever action or actions as are deemed by counsel to the Company or Series to be reasonably necessary or desirable from time to time to effectuate the provisions or intent of this Agreement or the Separate Series Operating Agreement, and to that end, the Company Member(s) and Series Member(s) agree that they will execute, acknowledge, seal, and deliver any further instruments or documents which may be necessary to give force and effect to this Agreement, a Separate Series Operating Agreement, or any of the provisions hereof, or to carry out the intent of this Agreement, a Separate Series Operating Agreement, or any of the provisions hereof.

Section 13.15 - Entire Agreement. This Agreement, including every Appendix and Exhibit attached hereto, sets forth all (and is intended by all parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties, and representations among the parties hereto with respect to the organization of the Company; and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among them other than as set forth herein.

Section 13.16 - Time of Essence. Time is of the essence of this Agreement and all of the terms, provisions, covenants and conditions hereof.

IN WITNESS WHEREOF, the member(s) hereto have caused their signatures, or the signatures of their duly authorized representatives, and seals to be set forth below as of the day and year first above written.

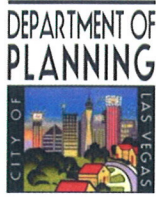
MEMBER and FOUNDER:


ROBYNE J. BROOKS

Witness

EXHIBIT A: List of Series & Members
HERD PROPERTIES LLC

[illegible]



MINOR REVIEW

NULEAF MEDICAL MARIJUANA DISPENSARY (SUP-55218)

Date: 11/12/15
APN(s): 162-03-210-058, 1600 S. Las Vegas Blvd., Suite #150 (existing building)
Reviewer: Steve Swanton, Senior Planner

Reason for Revision: Per applicant letter dated 11/03/15, the approved floor plan is proposed to be further subdivided to add storage, security, processing, product vault and office areas in back of house and retail area. This dispensary is occupying a space that was approved for the use (through SUP-55218), but the original dispensary had not been approved by the State of Nevada. Therefore, new exterior signage is also proposed.

Additional Info: SUP-55218 was originally approved 10/29/14 for a 3,272 square-foot dispensary. Changes to the floor plan are detailed in the accompanying letter date stamped 11/03/15. No increase in floor area of the suite is proposed, nor is a change in exterior elevation proposed. New signage reflecting the new name is proposed on the north and east elevations. The signs are 10.67 square feet in area, are 24" in height and internally illuminated. On 08/26/14, the Downtown Design Review Committee (DDRC) approved only the sign facing Las Vegas Blvd.

Findings: The floor plan changes do not alter the basic layout of the floor plan, and no increase in floor area is proposed. The proposed signage substantially conforms to the previously approved DDRC approval; however, only the sign facing Las Vegas Blvd. (east elevation) can be approved administratively. Signage on the north elevation must return to the DDRC for approval. Staff approves the revised plans as submitted with the conditions below.

Conditions:

1. Approval is for the revised floor plan and sign on the east elevation (facing Las Vegas Boulevard) only.
2. Conformance to the submitted site plan and floor plans date stamped 11/03/15.
3. Conformance to the submitted sign elevation date stamped 11/10/15, except as amended herein.
4. Conformance to the approved conditions of approval for SUP-55218, including the DDRC conditions, except as amended herein.

November 3, 2015

Re: 300804-C-15
1600 Las Vegas Blvd

Department of Planning
333 S. Rancho Drive
Las Vegas, NV 89106

To whom it may concern,

I am submitting for a revision to an approved Special Use Permit, SUP-55218 for the NuLeaf Dispensary location in response to a correction letter received stating as follows:

"The proposed interior modifications do not meet the floor plan or square footage of the approved Special Use Permit SUP-55218"

We have uploaded the following documentation, approved floor and site plans, and proposed floor and site plans:

- FP001 – Approved Floor Plan
- FP002 – Proposed Floor Plan
- SP001 – Approved Site Plan
- SP002 – Proposed Site Plan
- EV001 – Approved Elevations – No Change

The floor plans have been modified as follows:

1. Back of house areas were subdivided to add storage, security, processing, product vault and office areas. Overall tenant improvement area remains unchanged.
2. Retail Area is now subdivided with casework in lieu of a wall with an opening with a counter.

Any expedition of this process will be greatly appreciated. If you need any additional information or should have any questions regarding this submittal, please do not hesitate to contact me directly on my cell phone, (702) 327-1754.

Thank you for your consideration,

Sincerely,



Zach Broyles
Principal, IZ design studio

10/1/2014 22:15 ET

Page: 2

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 at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. 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.

SUP-55218

Special Planning Commission Meeting of 9/23/2014



RECEIVED

OCT 06 2014

City of Las Vegas
Dept. of Planning

16203314056
FRANK EVAN
2309 LITTLE BIG HORN DR
HENDERSON NV 89052

Case: SUP-55218

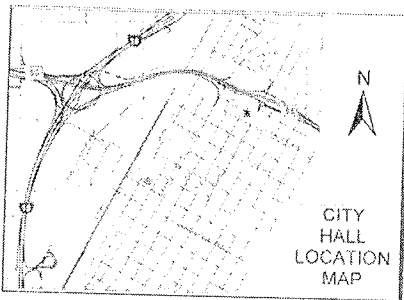
99 HREFNIP 89052



12P

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

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Official Notice of Public Hearing



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I SUPPORT
this Request



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SUP-55218

Special Planning Commission Meeting of **9/23/2014**

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OCT 2 2014

City of Las Vegas
Dept. of Planning

Approved 100%

S. Smith

16203210051

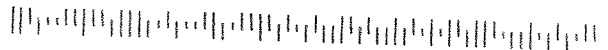
Case: SUP-55218

NOLAN GEORGE J

1736 E CHARLESTON BLVD #254

LAS VEGAS NV 89104

45 HREFMFP 99104



12A

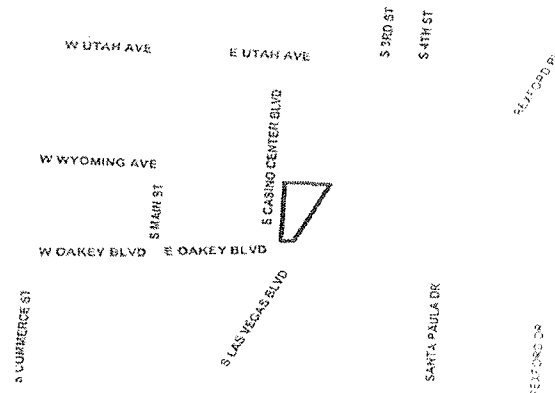
Application Information

SUP-55218 - SPECIAL USE PERMIT - PUBLIC HEARING -
APPLICANT: BOULEVARD MEDICAL, LLC - OWNER:
HERD PROPERTIES, LLC, S LAS VEGAS BOULEVARD
SERIES - For possible action on a request for a Special Use Permit
FOR A PROPOSED 3,272 SQUARE-FOOT MEDICAL
MARIJUANA DISPENSARY at 1600 South Las Vegas Boulevard,
Suite #150 (APN 162-03-210-058), C-2 (General Commercial) Zone,
Ward 3 (Coffin).

Comments:

There should be a
minimum distance for the from
each Marijuana Dispensary, maybe
1 mile apart. This can prevent
chaos, traffic, crime & other problems
associated with this kind of business.

Application Location



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

Public Hearing Information

Meeting: Special Planning Commission
Date: September 23, 2014
Time: 3:00 P.M.
Location: City Council Chambers
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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



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I SUPPORT
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I OPPOSE
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Please use available blank space on card for your comments.

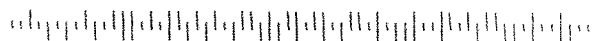
SUP-55218

Special Planning Commission Meeting of **9/23/2014**

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M V STAR GROUP L L C
39478 ZACATE AVE
FREMONT CA 94539-3065

Case: SUP-55218

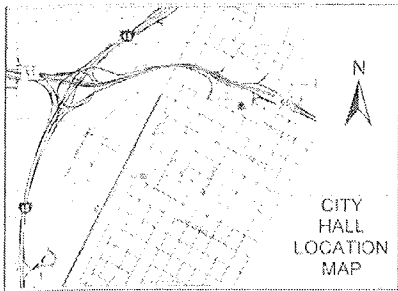
122 HRDFNMP 94539



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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 at the address listed above, fax this side of this card to (702) 641-4499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6400.



I SUPPORT
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SUP 552118

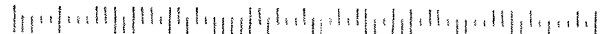
Special Planning Commission Meeting of **9/23/2014**

16203314033

Case: SUP 552118

HAVEY REVOCABLE LIVING TRUST
HAVEY RICHARD SR & GERALDINE TRS
550 BARBARA WY
LAS VEGAS NV 89104-2858

49 HREFNMP 65104



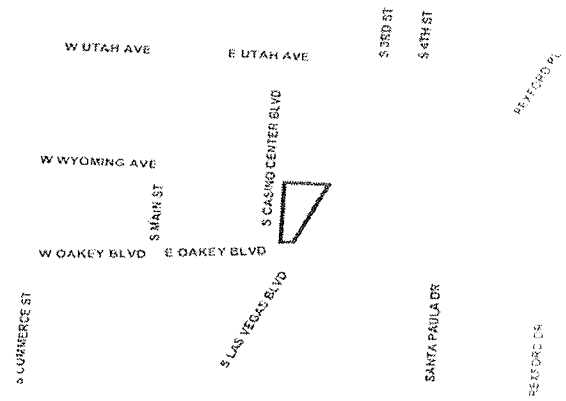
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Application Information

SUP-55218 - SPECIAL USE PERMIT - PUBLIC HEARING -
APPLICANT: BOULEVARD MEDICAL, LLC - OWNER:
HERD PROPERTIES, LLC, S LAS VEGAS BOULEVARD
SERIES - For possible action on a request for a Special Use Permit
FOR A PROPOSED 3,272 SQUARE-FOOT MEDICAL
MARIJUANA DISPENSARY at 1600 South Las Vegas Boulevard,
Suite #150 (APN 162-03-210-058), C-2 (General Commercial) Zone,
Ward 3 (Coffin).

*Wouldn't this make a
wonderful GATEWAY to
Lowntown!*

Application Location



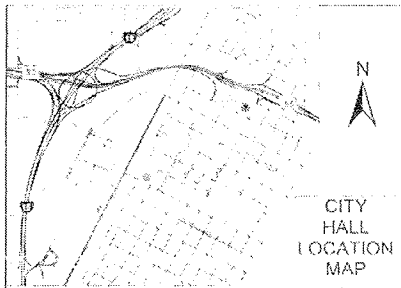
The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Special Planning Commission
Date: September 23, 2014
Time: 3:00 P.M.
Location: City Council Chambers

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



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☐

I SUPPORT
this Request

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I OPPOSE
this Request

Please use available blank space on card for your comments.

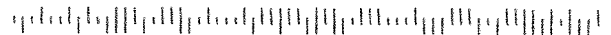
SUP-55218

Special Planning Commission Meeting of **9/23/2014**

16203213036
SCHREIBER GAYLE
545 GRIFFITH AVE
LAS VEGAS NV 89104-1426

Case: SUP-55218

45 PROPOSED 9/23/14



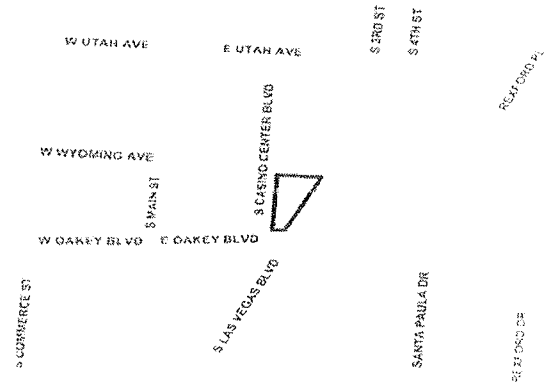
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Application Information

SUP-55218 - SPECIAL USE PERMIT - PUBLIC HEARING -
APPLICANT: BOULEVARD MEDICAL, LLC - OWNER:
HERD PROPERTIES, LLC, S LAS VEGAS BOULEVARD
SERIES - For possible action on a request for a Special Use Permit
FOR A PROPOSED 3,272 SQUARE-FOOT MEDICAL
MARIJUANA DISPENSARY at 1600 South Las Vegas Boulevard,
Suite #150 (APN 162-03-210-058), C-2 (General Commercial) Zone,
Ward 3 (Coffin).

NOOOOOOO!!!
Our neighborhood is in a desperate battle
to flush the homeless drifters, drug addicts,
dealers, and mentally ill people OUT.
This will only serve to draw more of them
into our neighborhood.
PLEASE --- NOOOOOO!!!

Application Location



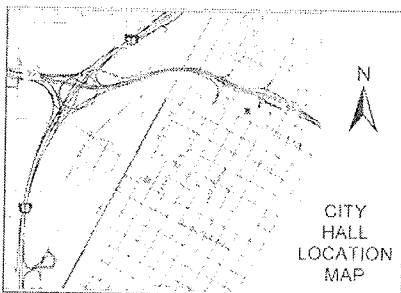
The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Special Planning Commission
Date: September 23, 2014
Time: 3:00 P.M.
Location: City Council Chambers
 495 South Main Street, 2nd Floor
 Las Vegas, Nevada 89101

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



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☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

SUP-55218

Special Planning Commission Meeting of **9/23/2014**

16203212010 Case: SUP-55218
 MORNINGSTAR PAULA
 1504 HOUSSELS AVE
 LAS VEGAS NV 89104-1433

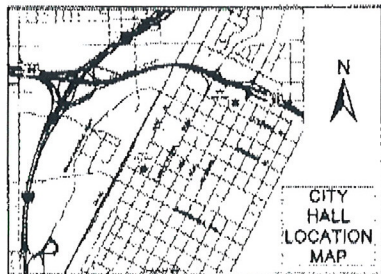
AS HRFNMF 69104



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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



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I SUPPORT
this Request



I OPPOSE
this Request

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SUP-55218

Special Planning Commission Meeting of 9/23/2014

PRESORTED
FIRST CLASS



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SEP 15 2014

City of Las Vegas
 Dept. of Planning

Case: SUP-55218
 16203210044
 NELSON FAMILY TRUST
 NELSON MELVIN D & SANDRA L TRS
 P O BOX 1306
 LA CANADA FLINTRIDGE CA 91012

SEP 15 2014



12P

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

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☐

I SUPPORT
this Request

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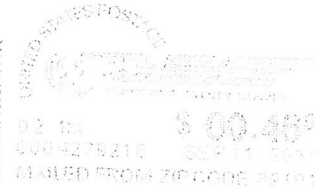
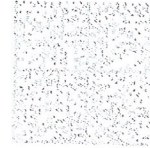
I OPPOSE
this Request

Please use available blank space on card for your comments.

SUP-55218

Special Planning Commission Meeting of **9/23/2014**

POSTAGE
NECESSARY
FIRST CLASS



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SEP 15 2014

**City of Las Vegas
Dept. of Planning**

16203312014
RITTER SHARON D
2004 PLAZA DE SANTA FE
LAS VEGAS NV 89104

Case: SUP-55218

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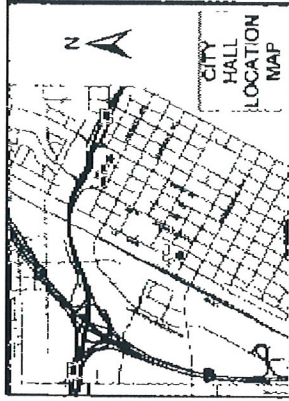
09/15/2014 13:20 FAX 702 386 9413

Mary Bartsas Ent., LLC

003/003

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



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☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

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SUP-55218

Special Planning Commission Meeting of 9/23/2014



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SEP 15 2014

City of Las Vegas
Dept. of Planning

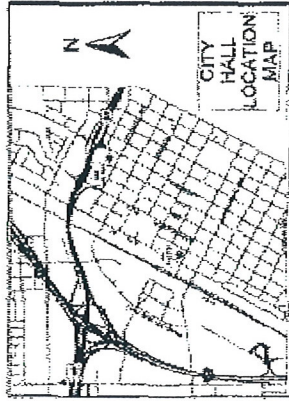
16203311002
BARTSAS MARY
BARTSAS MARY 19 LLC
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825
Case: SUP-55218

4-3 RECEIVED 89106



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

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☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

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SUP-55218

Special Planning Commission Meeting of 9/23/2014

SHOULD BE ANOTHER LINE OF TOWN!

PAGE 01

CLARK COUNTY

SEP 15 2014 11:48 AM

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SEP 15 2014

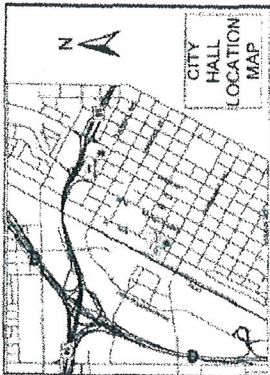
City of Las Vegas
Dept. of Planning

16204607016
HORTEN FAMILY TRUST
3720 W ARBY
LAS VEGAS NV 89118-5206
Case: SUP-55218

12P

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 at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. 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.

SUP-55218

Special Planning Commission Meeting of 9/23/2014

Case: SUP-55218

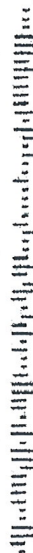
16203210024
AVGANIM YEHUDA
ALPHA TRUST
15303 VENTURA BLVD #1050
SHERMAN OAKS CA 91403-5862



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SEP 15 2014

City of Las Vegas
Dept. of Planning

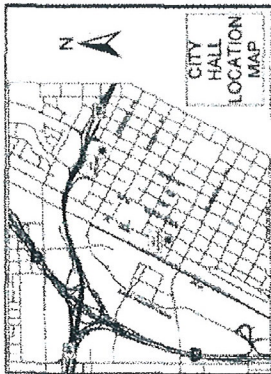


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12P

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

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☐ I SUPPORT
this Request

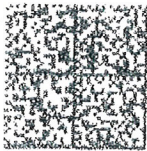
☒ I OPPOSE
this Request

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SUP-55218

Special Planning Commission Meeting of 9/23/2014

PRESORTED
FIRST CLASS



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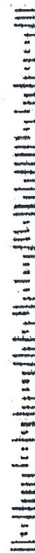
SEP 15 2014

**City of Las Vegas
Dept. of Planning**

Case: SUP-55218

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ALPHA TRUST
15303 VENTURE BLVD #1050
SHERMAN OAKS CA 91403-5862

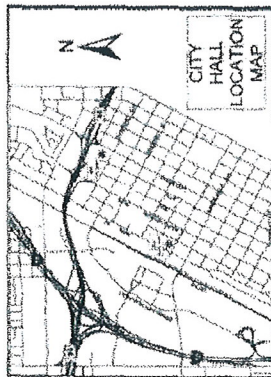
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12P

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



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☐ I SUPPORT
this Request

☒ I OPPOSE
this Request

Please use available blank space on card for your comments.

SUP-55218

Special Planning Commission Meeting of 9/23/2014



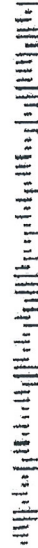
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SEP 15 2014

City of Las Vegas
Dept. of Planning

16203210026
ALPHA TRUST
AV-GANIM MICHA TRS
15303 VENTURA BLVD #1050
SHERMAN OAKS CA 91403-5862
Case: SUP-55218

100 HRCF4NP 91403



12P

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

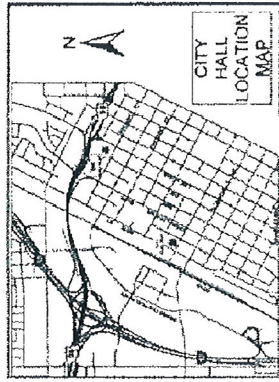
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SEP 14 2014

City of Las Vegas
Dept. of Planning

02 10
0004270210 SEP 11 2014
CITY OF LAS VEGAS
CITY OF LAS VEGAS
CITY OF LAS VEGAS

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55318
Special Planning Commission Meeting of 9/23/2014

Medical Marijuana Dispensaries are the first steps toward legalizing marijuana in Nevada. As a physician that has treated many patients with serious drug dependency disorders I can state beyond a reasonable medical doubt marijuana is a gateway drug to much more serious drug addiction and will ~~not~~ do more harm than good to the citizens of Nevada

Case: SUP-55318
13815811046
SOMMER ANTHONY G FAMILY TRUST
SOMMER ANTHONY G IRS
2324 SUNRISE MEADOWS DR
LAS VEGAS NV 89134-6927

to the City of Las Vegas, NV
Clark County
in the City of Las Vegas, NV

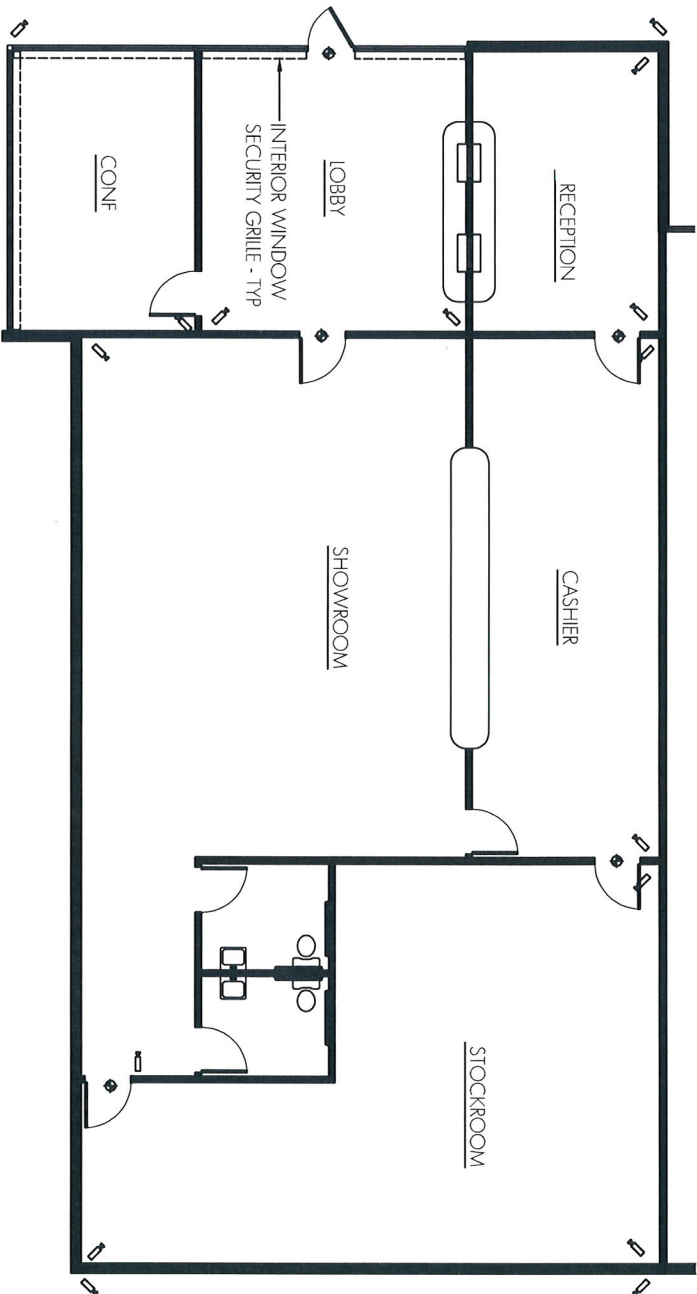
5 HEDENHP 05134



DEPARTMENT OF PLANNING

MEDICAL MARIJUANA ESTABLISHMENT SPECIAL USE PERMIT SUBMITTAL REQUIREMENTS

- ☐ **APPLICATION/PETITION FORM:** A completed Application/Petition Form is required. The application shall be signed, notarized and acknowledged by the owner of record of each parcel of property. Non-Property Owner: An application is sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property for which the Special Use Permit is sought. However, interest in that property must exist in a written agreement with the owner of record, attached to which is a copy of the Special Use Permit application and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the application. The agreement must further stipulate that the owner of record consents to the filing and processing of the application and agrees to be bound by the requested Special Use Permit.
- ☐ **DEED & LEGAL DESCRIPTION:** In order to verify ownership, a copy of the recorded deed(s) for the subject property(ies), including exhibits and attachments, is required. The deed and all attachments must be legible. In most cases, the legal description on the deed is sufficient.
- ☐ **JUSTIFICATION LETTER:** A detailed letter that explains the request, the intended use of the property, hours of operation, and how the project meets/supports existing City policies and regulations is required. The letter must also include a disclosure notification of any additional medical marijuana establishment application submittals and where and what type they are, if any.
- ☐ **PROJECT OF REGIONAL SIGNIFICANCE:** If a subject site is located within 500 feet of another jurisdiction (Clark County or the City of North Las Vegas) an Environmental Impact Assessment Statement will be required. A copy of the required form can be found at <http://www.lasvegasnevada.gov/files/DINA-PRS.docx>.
- ☐ **SEPARATION DISTANCE SURVEY:** A certified copy of a survey sealed by a State of Nevada registered surveyor documenting compliance of the proposed site with to all state distance requirements and the requirements of Title 19. The survey shall be a professional drawing 11x17 in size.
- ☐ **FEES:** Public Hearing \$500 plus \$750 for notification and advertising costs
plus \$30 for recording of Notice of Zoning Action (\$1,280 Total)
- ☐ **ALL PLANS SUBMITTED MUST BE 11x17 IN SIZE.**
SITE PLAN: (6 folded and 1 rolled, colored)* Draw to scale and make legible: the entire subject parcel(s), all proposed and existing structures, utility easements and locations, signage, and adjacent streets. **Colors to Use:** residential buildings-YELLOW; multi-family buildings-ORANGE; commercial buildings-PINK; landscaping-GREEN; pavement-GRAY; industrial building-PURPLE; public building-BLUE. Site Plans must include:
- | | | |
|--|---|--|
| ☐ PROPERTY LINES CALLED OUT | ☐ ADJACENT LAND USES/STREETS | ☐ PARKING ANALYSIS |
| ☐ DIMENSIONS (ACTUAL)/SCALE | ☐ INGRESS/EGRESS | ☐ BUILDING SIZE (SQ. FT.) |
| ☐ STREET NAMES | ☐ VICINITY MAP | ☐ PROPERTY SIZE (SQ. FT.) |
| ☐ PARKING SPACES | ☐ NORTH ARROW | ☐ SCALE |
- ☐ **BUILDING ELEVATIONS:** (1 folded and 1 rolled, colored) Draw and make legible: all sides of all buildings on site. Indicate proposed or existing wall/window sign locations with dimensions. **Photographs may be submitted for existing buildings only when no outside changes are proposed.** Building Elevations must include:
- | | | |
|---|---|---|
| ☐ DIRECTION OF ELEVATION | ☐ BUILDING MATERIALS & COLORS CALLED OUT | ☐ ELEVATION DIMENSIONS/SCALE |
|---|---|---|
- ☐ **SIGN ELEVATIONS:** (1 folded and 1 rolled, colored) Draw and make legible: all elevations of each proposed or existing sign on the site. Elevations must include:
- | | | |
|---|---|---|
| ☐ DIRECTION OF ELEVATION | ☐ BUILDING MATERIALS & COLORS CALLED OUT | ☐ ELEVATION DIMENSIONS/SCALE |
|---|---|---|
- ☐ **FLOOR PLAN:** (1 folded and 1 rolled) Draw and make legible: all rooms and/or spaces contained within the building(s) on the site. Floor Plans must include:
- | | | |
|--|---|--|
| ☐ ENTRANCES/EXITS | ☐ MAXIMUM OCCUPANCY (PER U.B.C.) | ☐ ROOM DIMENSIONS/SCALE |
| ☐ USE OF ROOMS | ☐ SEATING CAPACITY (WHEN APPLICABLE) | ☐ NORTH ARROW |
- ☐ **LASER PRINT:** A reduced, black & white 8.5x11 (high resolution) copy of **above** required plans and drawings is required.
- ☐ **STATEMENT OF FINANCIAL INTEREST:** A completed Statement of Financial Interest is required for both the property owner and applicant.



LEGEND	
	SECURE DOOR
	CAMERA
	SECURE TRANSACTION WINDOW
	INTERIOR WINDOW SECURITY GRILLE

SECURITY PLAN
1/8"=1'-0"

BOULEVARD MEDICAL, LLC 1600 S LAS VEGAS BLVD STE 150, LAS VEGAS, NV 89104



RBA ARCHITECTURE July 17, 2014

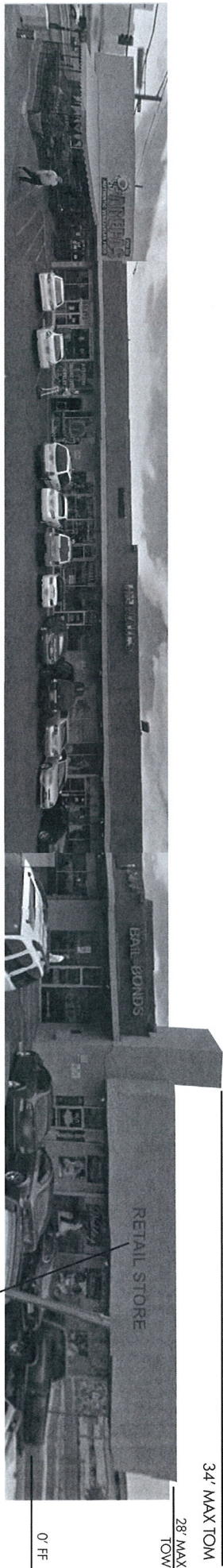
SUP-55218
City of Las Vegas
Department of Planning

BOULEVARD MEDICAL, LLC
1600 S LAS VEGAS BLVD #150
LAS VEGAS, NV
July 17, 2014

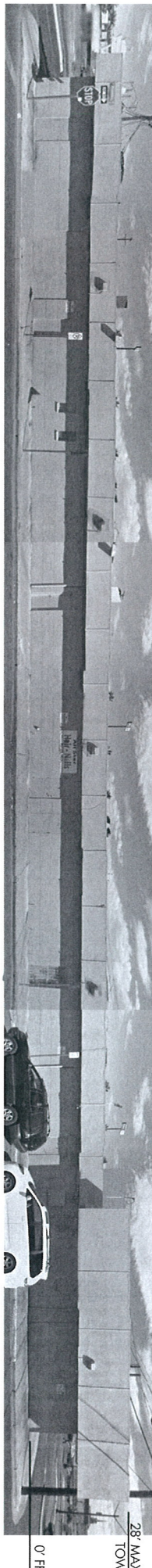
EXTERIOR
BUILDING SIGN

1600 S LAS VEGAS BLVD
LAS VEGAS, NV 89102
BAIL BONDS

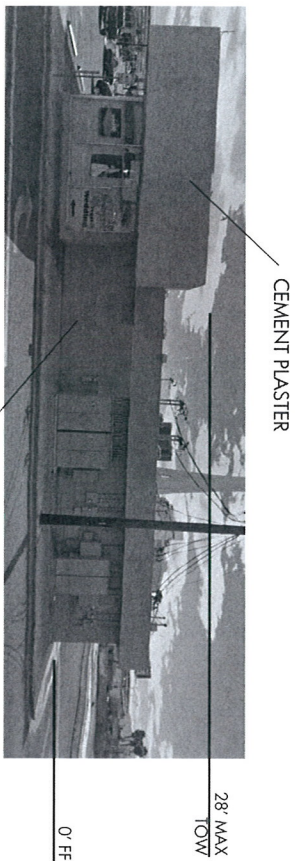
SUP-55218



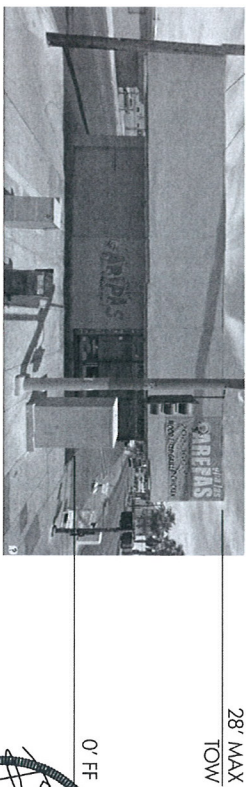
EAST ELEVATION NTS



WEST ELEVATION NTS



NORTH ELEVATION NTS



SOUTH ELEVATION NTS

EXTERIOR ELEVATIONS

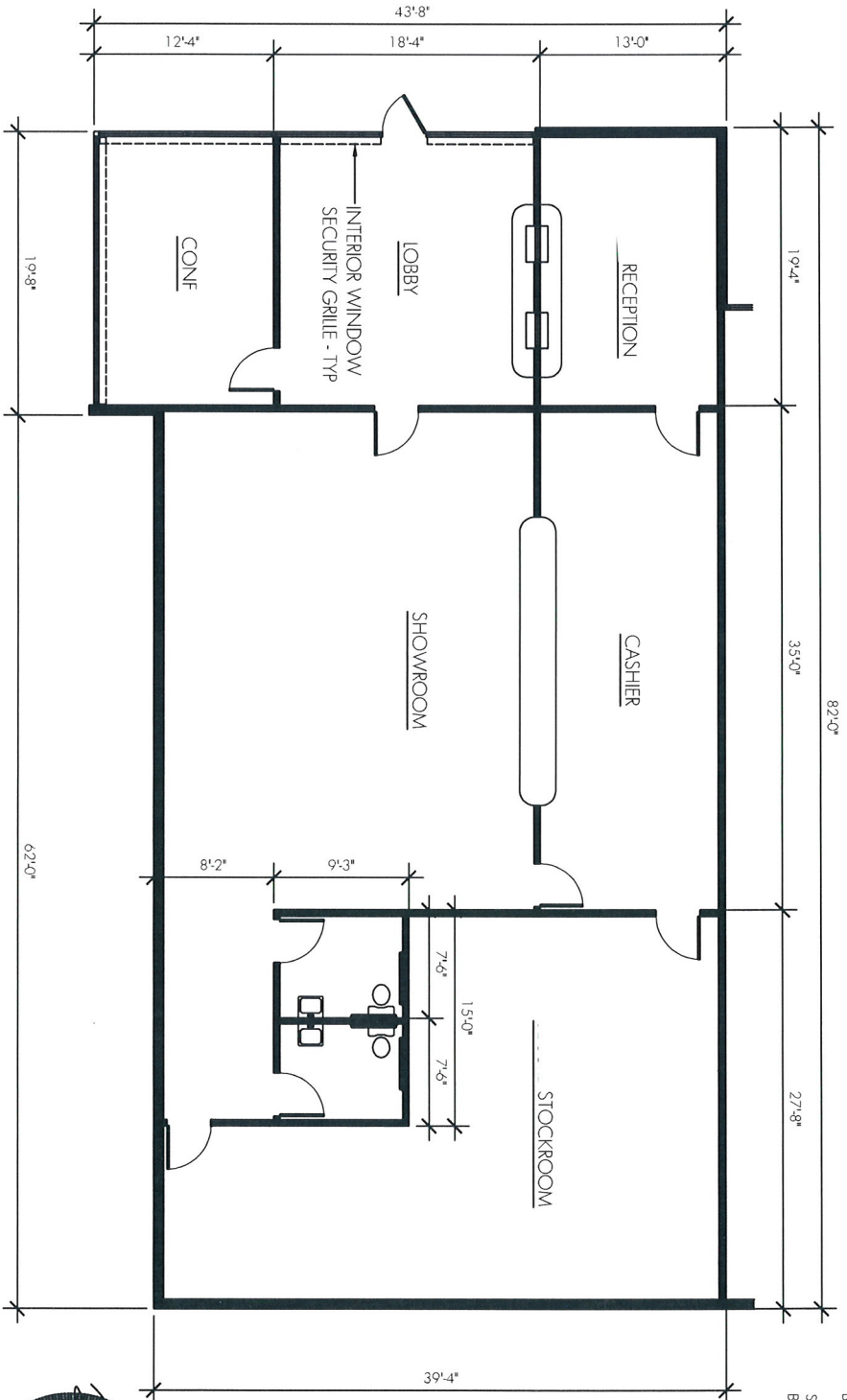
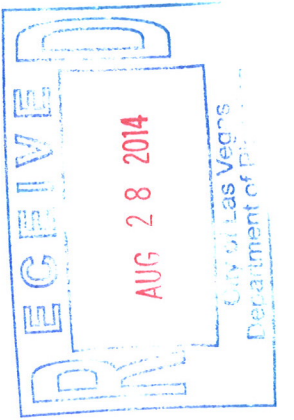
BOULEVARD MEDICAL, LLC 1600 S LAS VEGAS BLVD STE 150, LAS VEGAS, NV 89104

RBA ARCHITECTURE July 17, 2014



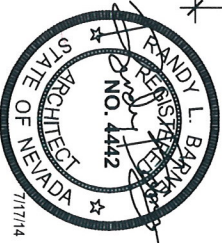
City of Las Vegas
Department of Planning
SUP-55218

050-55218



BUILDING DATA

OCCUPANCY/USE:	M / RETAIL
CONSTRUCTION TYPE:	III-B
FIRE SPRINKLERS:	NO
FIRE ALARM:	NO
BUILDING HEIGHT:	ACTUAL: 28', ALLOWABLE: 40'
BUILDING AREA:	ACTUAL: 14000 SF
SUITE AREA:	ALLOWABLE: 12500
BUILDING STORIES:	3272 SF
	ONE

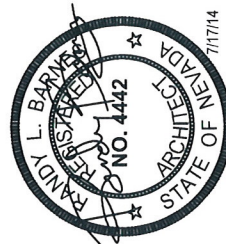
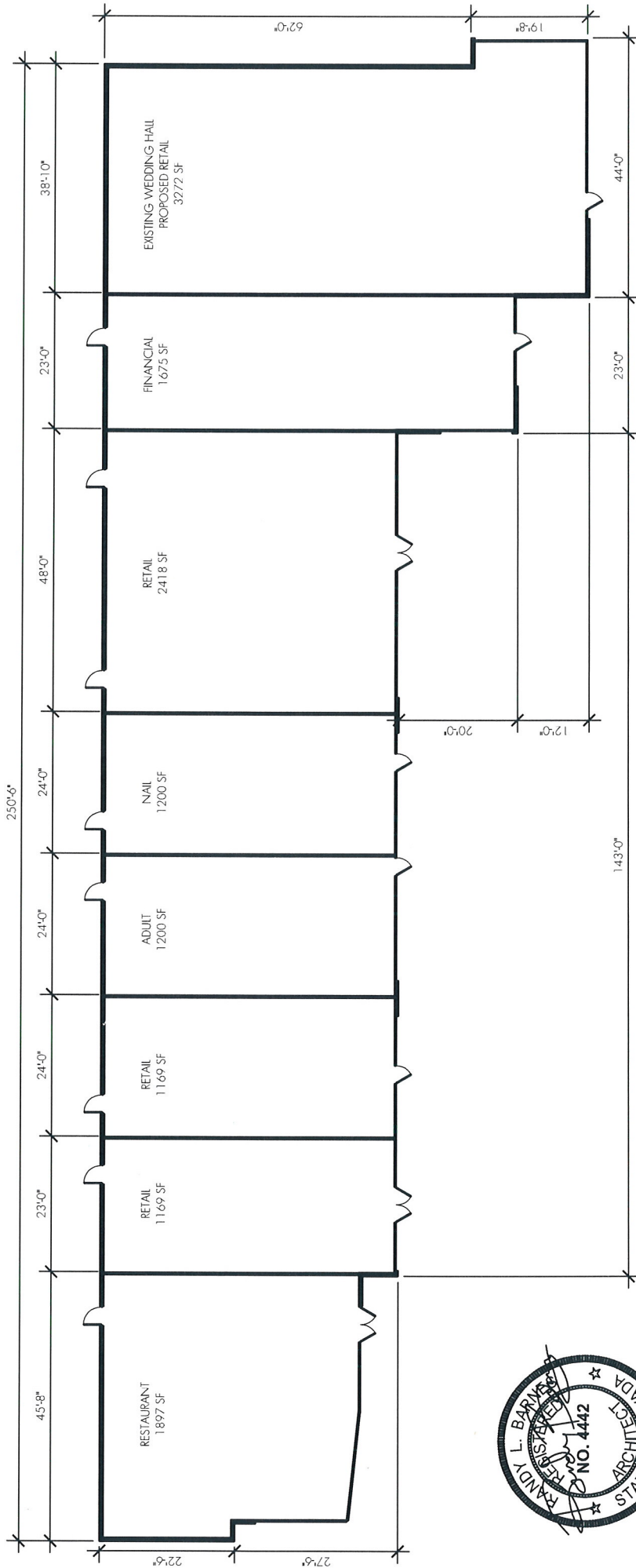


FLOOR PLAN 1/4" = 1'-0"

BOULEVARD MEDICAL, LLC 1 600 S LAS VEGAS BLVD STE 1 50, LAS VEGAS, NV 89104

RBA ARCHITECTURE July 17, 2014

SUP-55218



7/17/14

143'-0"

12'-0"

20'-0"

23'-0"

44'-0"

38'-10"

23'-0"

48'-0"

24'-0"

24'-0"

24'-0"

23'-0"

45'-8"

27'-6"

22'-6"

250'-6"

19'-8"

62'-0"

143'-0"

12'-0"

20'-0"

23'-0"

44'-0"

38'-10"

23'-0"

48'-0"

24'-0"

24'-0"

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23'-0"

45'-8"

27'-6"

22'-6"

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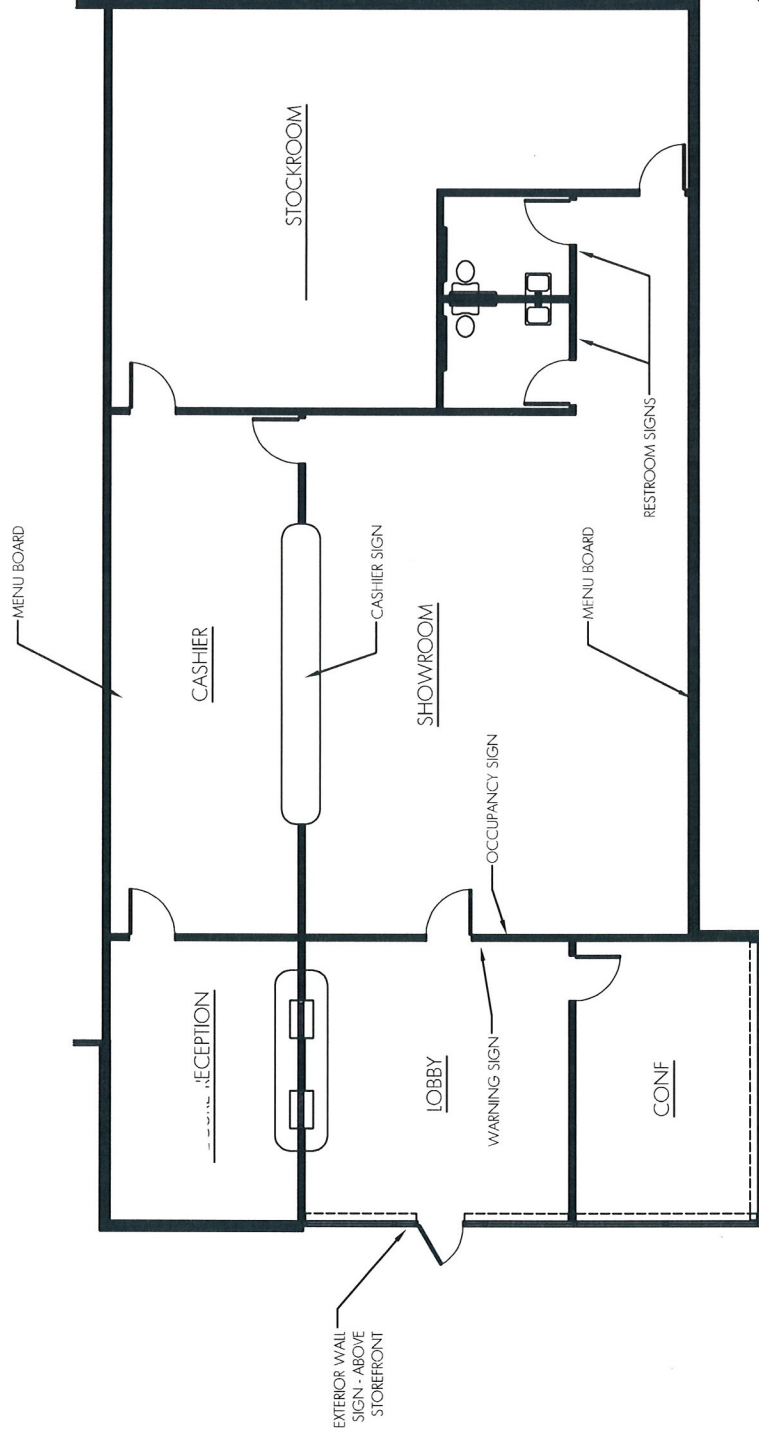
27'-6"

22'-6"

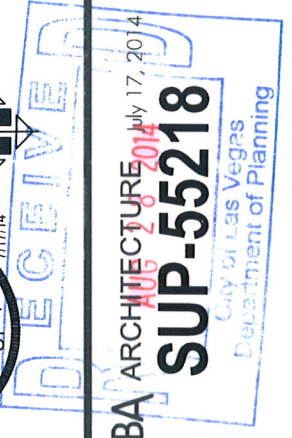
250'-6"

NOTES

1. ALL EXIT SIGNS WILL BE POSTED ON EXITS PER ELECTRICAL DESIGN SUBMITTED AT BUILDING DEPARTMENT PLAN SUBMITTAL PHASE.
2. INTERIOR SIGNS EXPOSED TO FENESTRATION SHALL BE NON-ILLUMINATED, BOARD TYPE SIGNAGE.



7/17/14



SIGNAGE PLAN 1/8" = 1'-0"

BOULEVARD MEDICAL, LLC 1600 S LAS VEGAS BLVD STE 150, LAS VEGAS, NV 89104

RBA ARCHITECTURE July 17, 2014

SUP-55218

City of Las Vegas
Department of Planning

Baughman & Turner, Inc.
Consulting Engineers & Land Surveyors

1210 Hinson Street
Las Vegas, Nevada 89102-1604
Phone (702) 870-8771
Fax (702) 878-2695

July 14, 2014

City of Las Vegas Dept. of Planning
333 North Rancho Drive, Floor 2
Las Vegas, Nevada 89106

**Re: Proposed Suitability Licensing
Medical Marijuana Establishment (Dispensary)
1616 S. Las Vegas Blvd**

To Whom It May Concern,

I have researched existing records, performed an on-site visit of the above-referenced project, and verified in the field the following:

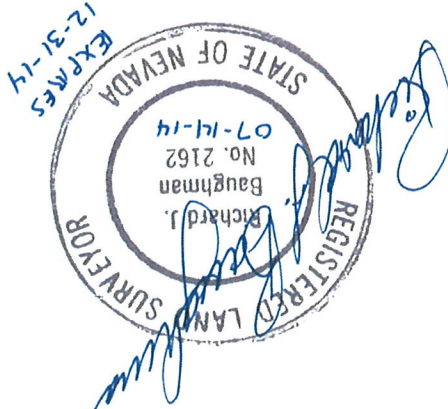
- 1) There are no churches, teenage dance halls, parks or playgrounds, public libraries, daycare facilities, or any other facility that would meet the definition of a "community facility" as defined by NRS 453A.322 located within a 300 foot radius of the proposed establishment.
- 2) There are no schools, public and/or private that provide formal education associated with pre-school through grade 12 within a 1000 foot radius of the proposed establishment.
- 3) Proximity Exhibit is attached.

Should you have any questions, please feel free to contact David Turner at this office.

Sincerely,
Baughman & Turner, Inc.

Richard J. Baughman, PLS
Nevada Certificate No. 2162

RJB/po



EXPIRES
12-31-14

RECEIVED
JUL 23 2014
City of Las Vegas
Dept. of Planning

SUP-55218