

Application



A P P L I C A T I O N

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PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: TCP - CHRISTMAS TREE SALES
 Project Address (Location) 2211 N. RAMPART BLVD 89128
 Project Name NOBLE VALLEY FARM Proposed Use _____
 Assessor's Parcel #(s) 13820522001 Ward # 4
 General Plan: existing _____ proposed _____ Zoning: existing P-L proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 8 Lots/Units _____ Density _____
 Additional Information _____

PROPERTY OWNER SMITH'S FOOD & DRUG CTR Contact KEVEN HOLLOWINSKI
 Address 2211 N. RAMPART BLVD Phone: 256-5200 Fax: _____
 City LAS VEGAS State NV Zip 89128

APPLICANT NOBLE VALLEY FARM Contact LUANN JO GRAYDON
 Address 25 SICKTIAN FORD RD Phone: 360-273-3516 Fax: SAME
 City OAKVILLE State WA Zip 98568

REPRESENTATIVE _____ Contact _____
 Address _____ Phone: _____ Fax: _____
 City _____ State _____ Zip _____

Property Owner Signature* [Signature]

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

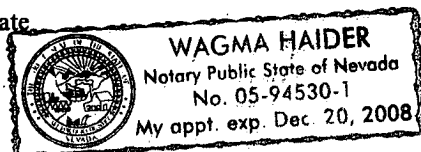
Print Name KEVEN HOLLOWINSKI

Subscribed and sworn before me

This 29 day of November, 2005

[Signature]

Notary Public in and for said County and State



FOR DEPARTMENT USE ONLY

Case #	<u>TCP: 10541</u>
Meeting Date:	<u>X</u>
Total Fee:	<u>\$100.00</u>
Date Received:*	<u>11/29/05</u>
Received By:	<u>[Signature]</u>

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

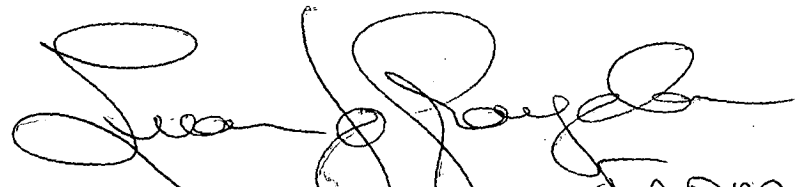
Justification Letter



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11/23/05

NOBLE VALLEY FARM IS SELLING
CHRISTMAS TREES AT 2211 N. RAMPART
STARTING SATURDAY, NOVEMBER 26th
AND ENDING DECEMBER 24th FROM
10AM TO 10PM DAILY.


NOBLE VALLEY FARM

Comments



Separator Sheet



TEMPORARY COMMERCIAL PERMIT

CHRISTMAS TREE LOT

TCP-10541



Valid November 28, 2005 To December 24, 2005

Description of Event: Noble Valley Farm is selling Christmas trees at 2211 N. Rampart, Smith's Center. Tree sales starting November 28, 2005, running through December 24, 2005. Hours of operation 10am - 10pm daily.

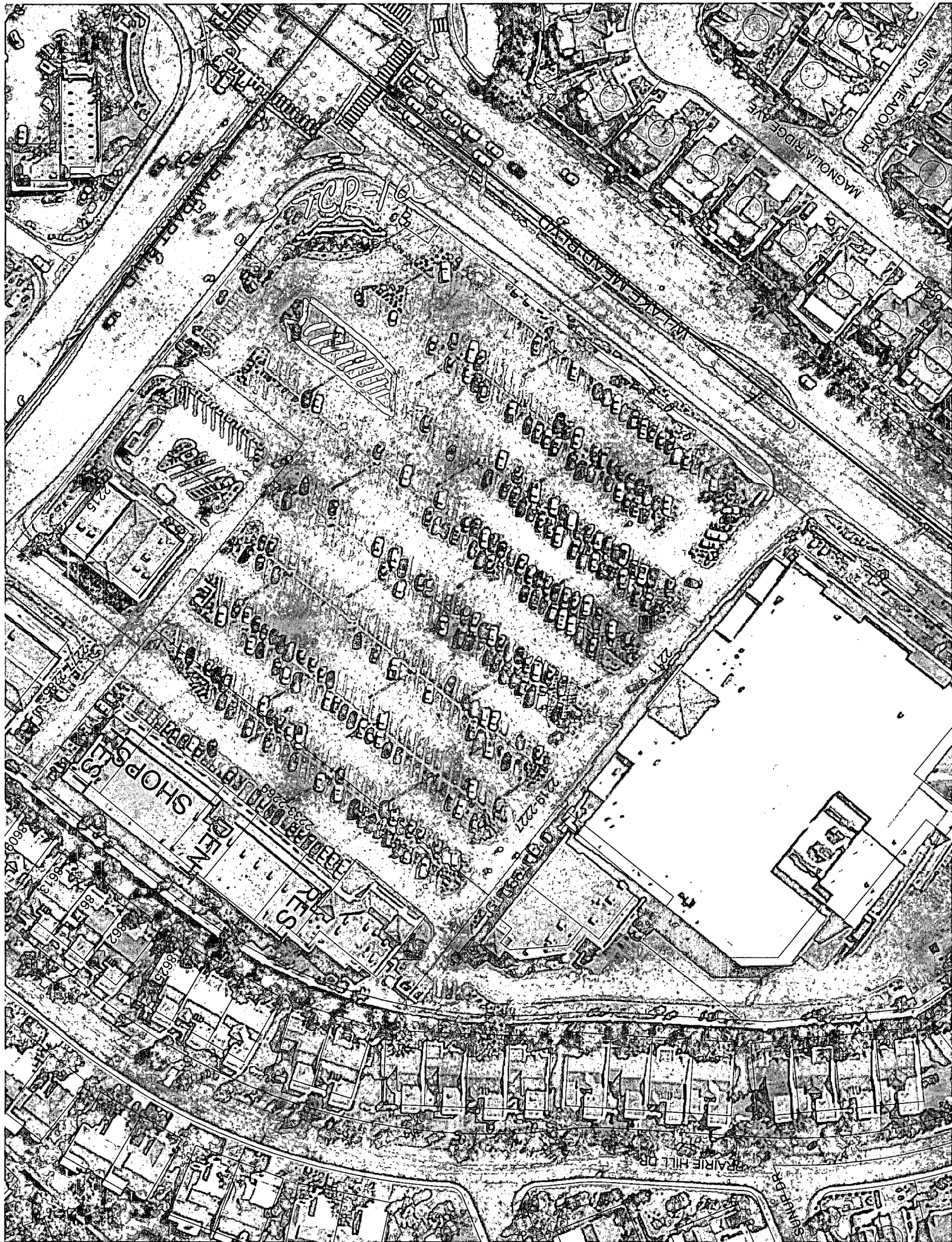
Applicant: Smiths Food And Drug Center
Kevin Holowinski - 256-5200
2211 N. Rampart Blvd
Las Vegas, NV 89128
(702)256-5200 x

Parcel(s): 138-20-522-001
Ward(s): Ward 4 (Brown)

THIS PERMIT IS APPROVED PURSUANT TO SECTION 19.18.100 OF THE LAS VEGAS MUNICIPAL CODE, SUBJECT TO THE FOLLOWING CONDITIONS:

1. BUSINESS HOURS SHALL NOT EXTEND PAST 10:00 pm.
2. THIS PERMIT IS NOT A BUSINESS LICENSE.
3. THIS PERMIT IS NOT A SUBSTITUTE FOR ANY REQUIRED STATE OR LOCAL BUSINESS LICENSE OR FOR ANY REQUIRED CHARITABLE SOLICITATION PERMIT.
4. This use shall not create a nuisance to nearby properties as a result of factors such as excessive illumination, glare, noise, vibration, smoke, dust, dirt, odors, gases or heat.
5. The use shall conform to the submitted plot plan.
6. No combustible materials shall be located within 50 feet of any structure on, or adjacent to this site.
7. No building or structure of any type shall be erected closer than 25 feet from any property line.
8. The applicant shall display a copy of this Temporary Commercial Permit during the hours of operation.
9. Sanitation facilities must be provided in accordance with the Clark County Health District and Republic Services of Southern Nevada.
10. The applicant shall provide private security officers as required by the Las Vegas Metropolitan Police Department.
11. Any signage for this temporary commercial use must be approved and permitted by the Planning and Development Department.
12. All applicable City code requirements shall be satisfied.
13. The applicant shall be responsible for leaving the site free of debris, litter or any other evidence of occupancy upon completion or removal of the use.

THIS PERMIT SHALL BE POSTED IN A CONSPICUOUS PLACE



017-10-1105 115 19:10 AM

STATION

702 966 1496

FAX No. 702 966 1496

P. 002

017-10-1105 1105 11:45 PM

STATION

702 966 1496

FAX No. 702 966 1496

P. 002/003

**Sun City Summerlin Architectural Review Committee (ARC)
Application for Non-Residential Property**

9107 Del Webb Boulevard, Las Vegas NV 89134; (702) 966-1411 Fax: (702) 966-1496 Email: CommunityStandards@SunCitylv.com

Date 10/14/05DB# 1-7621Tenant's Name: Noble Valley FarmsContact: Carl PowersAddress / Location: 25 Sickenman-Ford Rd Oakville WA 98666 Las Vegas NV 89134Phone: 360 273 3516 Fax: _____

Email: _____

Project's Name: Outside Christmas tree salesProperty Mgmt. / Owner: Smiths Food & DrugContact: Devlin ShafferAddress / City / State / Zipcode: 2211 W Rainwater Las Vegas NV 89128Phone: 801 974 1918Fax: 801 974 1356Email: devlin.shaffer@sfdc.com

Contractor Name: _____

Phone _____

Fax _____

Applicant Requests ARC Approval for the Following:

(Attach 2 sets of plans/diagrams/descriptions to this Application)

[] New Project: [] Modify Existing Project: [] Removal; [X] Other: Christmas tree sales

[] Building: [] Landscape [] Parking: [] Walls or Fences: [] Signage: [] Advertising

Brief Explanation: sale of Christmas trees in parking lot from

November 21, 2005 to December 25, 2005. (No Tent - open area of trees)

• Applicant acknowledges that all Projects must conform with the Covenants, Conditions and Restrictions and Development Standards that are applicable. Failure to comply will make the Applicant liable for all costs necessary to correct the Project to meet current Sun City Summerlin Standards

• Applicant acknowledges that the Covenants, Conditions and Restrictions grant the ARC and its agents the right of entry for the purpose of inspecting all work related to this Application, to determine whether the work is performed in compliance with current Sun City Summerlin Standards

• Applicant's duty is to review this Application and attachment(s) when returned, to identify any change(s) made at the time of the ARC review of this Application. Caro Greenensen VP Real Estate

Signature/Capacity/Date: _____

Results of ARC Members Review of Application:

- ☒ **Approved Application** which conforms to CC&R and Development Standards.
- ☐ **Approved Application as Noted.** Applicant required to take notice of any change / modification / addition to the Application and/or any attachment, which are incorporated and made a part of this Application.
- ☐ **Not Approved Application.** (Rejection may be appealed at the next regular business meeting of ARC).
- ☐ **Application Incomplete,** returned for further information or clarification.
- ☐ **Comment(s):** Any comment noted below is incorporated and made a part of this Application

[Signature] 10-17-05
ARC Member's Signature Date

[Signature] 10/17/05
ARC Member's Signature Date

Deed



Separator Sheet

Smith's

FOOD & DRUG STORES

LEASE AGREEMENT

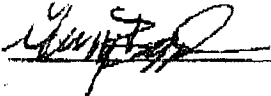
SMITH'S FOOD & DRUG CENTERS, INC., hereinafter called "Lessor", and Noble Valley Farm hereinafter called "Lessee", herewith agree as follows:

1. **PROPERTY**
Smith's Food & Drug Store #385
2211 North Rampart Blvd
Las Vegas, NV 89128
2. Lessee is herewith granted the right (subject to paragraph 5) to establish a Christmas tree lot on said premises (noted in paragraph 1) for the retail sale of Christmas trees during the periods of November 25th through December 25th, for the 2005 season. The location of the lot must adhere to the attached diagram.
3. SMITH'S FOOD & DRUG CENTERS, INC, shall be named as additional insured on Lessee's liability insurance. The insurance shall cover the erection and operation of the Christmas tree lot, and Lessee will furnish Lessor with certification thereof prior to November 1, 2005. The amount of said liability shall not be less than \$1,000,000.00 for injury, and not less than \$1,000,000.00 for property damage. The insurance provided shall specifically cover Lessee's indemnify obligations under paragraph 8.
4. Lessee will pay all costs involved in erection and operation of said Christmas tree lot. Lessee will not allow any liens to attach to the property for building or maintaining the Christmas tree lot.
5. In consideration of this agreement, Lessee shall pay to Lessor, on or before November 1, 2005, 50% of the \$2,000.00 rental fee. The remaining amount due will be paid on or before December 31, 2005.
6. Lessee shall take responsibility for obtaining any necessary licenses or permits from the appropriate city, state or county offices prior to setting up said Christmas tree lot.
7. Lessee will place a clean, safe and well maintained Christmas tree lot on the site and will keep the said Christmas tree lot clean and well maintained for as long as the Christmas tree lot is located on the said site. Lessee will repair any damage to the parking lot as a result of said Christmas tree lot.
8. Lessee shall indemnify and hold Lessor harmless from any and all claims, demands, liability, loss, costs, (including reasonable attorney fees) or damages Lessor may suffer as a result of any claims, demands, losses, suits, or judgments against Lessor as a result of or arising from Lessee's use of the premises, or any act, failure to act, negligence or conduct on the part of Lessee or Lessee's assigns. This shall be a continuing indemnity and shall remain in full force and effect after the expiration of this agreement.
9. If disputes due to the placement of the Christmas tree lot or ownership / control of parking area arise, Lessee will relocate Christmas tree lot to a mutual agreeable location. If no mutually agreeable location is found, Lessor may terminate the agreement for said location. In the event of termination of a location, the amount paid for said location will be refunded to Lessee.

Please indicate your agreement to the above conditions by signing on the appropriate line below.

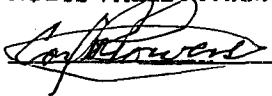
SMITH'S

NOBLE VALLEY FARM



date

10/27/05



date

10-27-05