

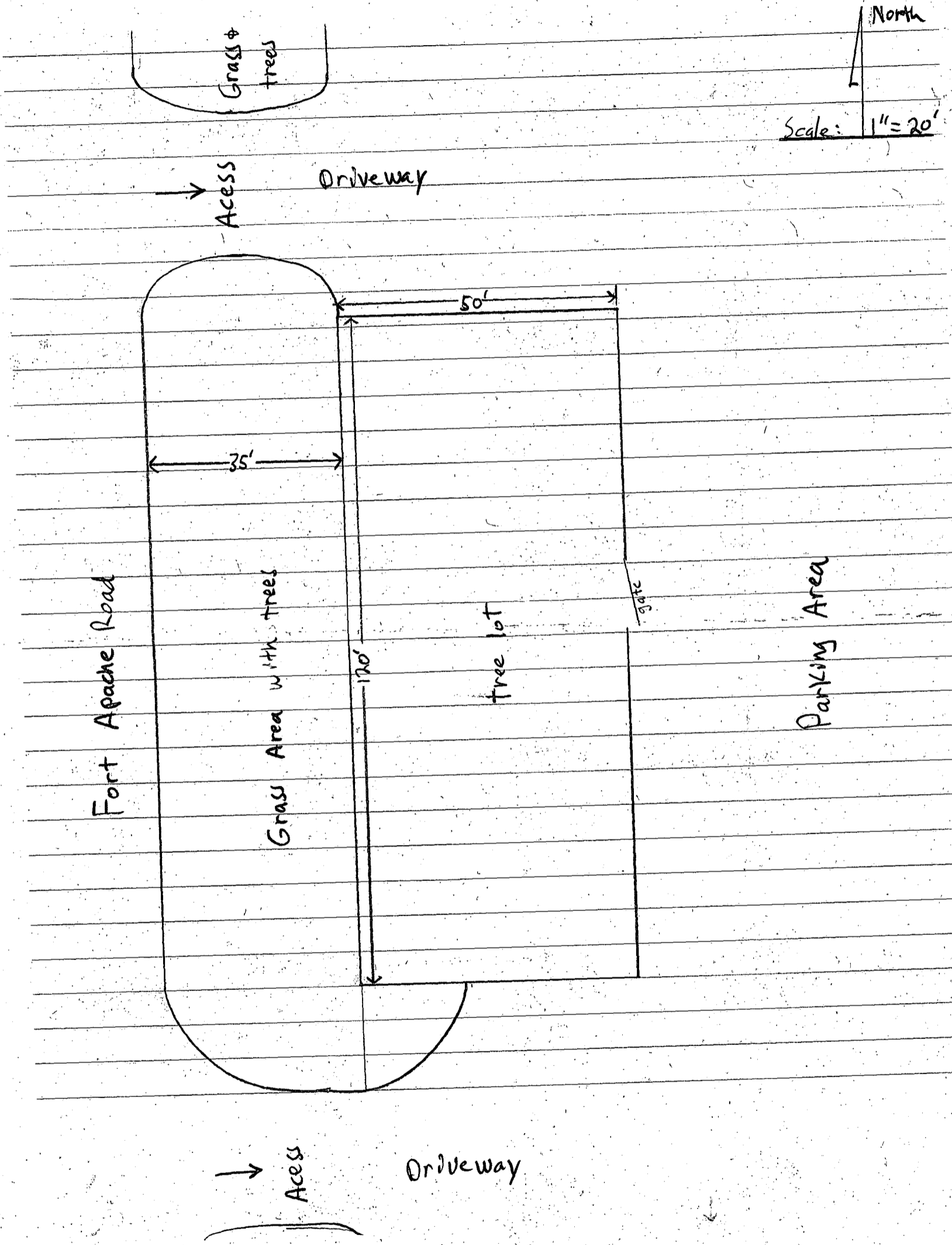
Plans (Approved Site Plan)



PLANS - APPROVED SITE PLAN

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APPROVED
Site Plan (Christmas tree lot) only
BY John R. McAllister 12/01/06
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS

Action Letter



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TEMPORARY COMMERCIAL PERMIT
CHRISTMAS TREE LOT
TCP-18420



Valid December 01, 2006 To December 23, 2006

Description of Event: Christmas Tree Lot. Hours of operation 9:00 a.m to 9:00 pm, seven days per week from Dec 1 to Dec 23. Location: 2550 S. Fort Apache, Near access from Ft. Apache, SW corner next to grass.

Applicant: Jerry Baugman
Contact: Jerry Baughman
775-853-1913
Reno, NV 89511
(775)853-1913 x

Parcel(s): 163-08-121-008
Ward(s): Ward 2 (Wolfson)

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 9:00 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

Application



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PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

#1608

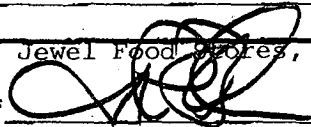
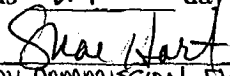
Application/Petition For: Christmas tree Sales
 Project Address (Location) 2550 S. Ft. Apache Road Las Vegas NV 89117
 Project Name Christmas tree Sales Proposed Use _____
 Assessor's Parcel #(s) 16308121008 Ward # _____
 General Plan: existing C-1 proposed _____ Zoning: existing _____ proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres _____ Lots/Units _____ Density _____
 Additional Information _____

PROPERTY OWNER Jewel Food Stores Inc. Contact _____
 Address 250 Parkcenter Blvd Phone: 208-395-6200 Fax: _____
 City Boise Idaho 83726 State ID Zip 83726

APPLICANT Jerry Baughman Contact _____
 Address 2590 Whistler Ridge Dr. Phone: 775-853-1913 Fax: _____
 City Reno State NV Zip 89511

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

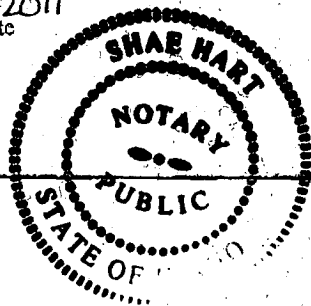
Jewel Food Stores, Inc.

Property Owner Signature* 
* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name _____ By: John P. Breedlove
 Vice President and Corporate Secretary
 Subscribed and sworn before me _____
 This 29 day of November, 20 06

 My Commission Expires 8-17-2011
 Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case # TCP-18420
 Meeting Date: _____
 Total Fee: 100.00
 Date Received:* 12/01/06
 Received By: John R. Meckel

*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.



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Justification Letter



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Justification Letter

12-1-06

I Jerry Baughman is requesting to sell Christmas trees on the Albertsons parking lot at 2550 S. Ft. Apache Rd. Las Vegas NV 89117, the area to be used is the part of the parking lot that very rarely is used by customers of any of the businesses in the lot, the lot is very suitable since the parking area is so large and only the parking spaces closer to the store are used, there is excellent access at both ends of the lot, the area has abundant parking because there are always at least 35 spaces open for parking next to Christmas tree lot.

Thank You
Jerry Baughman

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Deed



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REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made as of the 31 day of October, 2006, by and between NEW ALBERTSON'S, INC., a Delaware Corporation ("Licensor"), and JERRY BAUGHMAN CHRISTMAS TREE SALES, a _____ ("Licensee").

WHEREAS, Licensor owns or leases a retail supermarket in the State of Nevada ("Store Premises"); and

WHEREAS, Licensee desires to enter upon a portion of the parking lot of the Store Premises (such portion being referred to herein as the ("Licensed Premises") for the sole purpose of Christmas trees sales;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a license to use the Licensed Premises on the attached Exhibit "A" for a term commencing on November 24, 2006 and terminating at 11:59 p.m., local time, on December 25, 2006. Said license shall include non-exclusive use of the common area immediately adjacent to the Licensed Premises for ingress, egress and parking ("Common Area").

2. Licensee may use the Licensed Premises only for selling Christmas trees. Licensee shall obtain, at its sole cost and expense, all licenses, permits and approvals required by any governmental entity for Licensee's use of the Licensed Premises.

3. Licensee shall pay to Licensor, as consideration for this Agreement, the sum of Three Thousand Five Hundred Dollars (\$3,500.00). Licensee shall deliver payment in full of said amount to Licensor on or before November 15, 2006, failing which this Agreement shall terminate.

4. LICENSEE ACCEPTS THE LICENSED PREMISES IN THEIR EXISTING CONDITION "AS IS", "WHERE IS" AND "WITH ALL FAULTS." Licensee agrees and acknowledges the Licensor is not making, has not made, and expressly disclaims any warranties or representations, express or implied, with respect to any aspect, feature or condition of the Licensed Premises including, but not limited to, the suitability of the Licensed Premises for Licensee's intended use. Licensee acknowledges that Licensee is relying solely upon Licensee's inspection of the Licensed Premises and expressly assumes all risks related to the condition of the Licensed Premises.

5. Licensee shall at all times during the term of this Agreement keep the Licensed Premises and the Common Area in a clean, neat and safe condition. Licensee agrees that it will not alter the Licensed Premises or Common Area in any way, including, but not limited to, driving stakes into the pavement. At all times while upon the Licensed Premises, all agents, contractors and employees of Licensee will observe all rules and regulations which Licensor may prescribe for the protection of the public, its personnel and property, including, but not limited to, safety rules and provisions against smoking. Notwithstanding anything to the contrary in this Agreement, Licensee, and not Licensor, shall be obligated to provide all security services necessary or appropriate for the safe and secure use of the Licensed Premises and the ways immediately adjoining the Licensed Premises by Licensee and Licensee's agents, contractors, employees and invitees (collectively, "Agents"). Licensor shall have no responsibility or obligation in connection with such security and Licensee

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hereby releases Licensor and the officers, directors, shareholders, trustees, members, partners, limited partners, agents or employees of Licensor or any affiliate of Licensor (collectively, "**Related Parties**") from any and all loss, damage, liability and claims (including, without limitation, costs and expenses of litigation and reasonable attorneys' fees) (collectively, "**Claims**") which arise out of, or are alleged to have arisen out of, Licensor's failure to provide such security.

6. Licensee agrees to indemnify, defend and hold harmless Licensor, its Related Parties, and all other owners and occupants of the Common Area, or of any part of the shopping center of which the Store Premises are a part, from and against any and all Claims which arise out of, or are alleged to have arisen out of, (i) Licensee's use or occupancy of the Licensed Premises or the Common Area, (ii) any breach or default in the performance of any of the terms or provisions of this Agreement by Licensee or Licensee's Agents, or (iii) the breach of any warranty or representation on the part of Licensee under Agreement. Licensee's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Agreement, as to Claims arising or accruing prior to the date of expiration or termination of this Agreement.

7. Licensee shall maintain, at its sole cost and expense, at least the following insurance covering its obligations under this Agreement and naming Licensor and Licensor's Related Parties as additional insureds:

Commercial general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) for personal injury, bodily injury or death, and property damage or destruction in an amount not less than Two Million Dollars (\$2,000,000) for each occurrence;

Comprehensive Commercial Automobile Liability for owned vehicles and for hired and non-owned vehicles in an amount not less than Two Million Dollars (\$2,000,000) for each accident; and

Workers' Compensation at statutory limits and Employer's Liability at limits not less than One Million Dollars (\$1,000,000).

Such insurance shall be issued by one or more responsible insurance carriers acceptable to Licensor and licensed to do business in the state in which the Licensed Premises are located. Upon execution of this Agreement and prior to entering upon the Licensed Premises, Licensee shall provide Licensor with a Certificate of Insurance which shall indicate all insurance coverage required by the provisions herein and which shall provide that Licensor shall be provided with thirty (30) days written notice prior to cancellation or modification of such policy.

8. Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to all of the terms and provisions of any lease (whether recorded or unrecorded) and any matter of record which affects the Licensed Premises (collectively, "**Governing Documents**"). Licensee acknowledges that the Governing Documents may contain certain easements, covenants, conditions and restrictions on the use and/or occupancy of the Licensed Premises and/or the Common Area, and Licensee agrees to be bound by and subject to, and to cause its Agents to be bound by and subject to, all of the easements, covenants, conditions and restrictions set forth in the Governing Documents. Licensee agrees that it will not do any act or be guilty of any omission which might be or constitute a default by Licensor under the Governing Documents. If any approvals or consents are required under any Governing Document for Licensee's use of the Licensed Premises or the Common Area, Licensee shall, at its sole cost and expense, obtain the same.

9. Licensee shall, at its sole cost and expense, promptly comply with all local, state and federal laws, rules, regulations, licenses, permits and approvals (collectively, "**Legal Requirements**") and the requirements of any board of fire underwriters or other similar body in relation to or affecting the condition, use or occupancy of the Licensed Premises. Licensee shall not use, or permit the use of, the Licensed Premises or the Common Area

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in any manner which will in any way conflict with any Legal Requirements. In addition, Licensee shall not use, or permit the use of, the Licensed Premises or the Common Area in any manner which will result in an increase in Licensor's insurance premiums or other costs.

10. Licensee shall keep the Licensed Premises free from any liens arising out of any labor or services performed, materials furnished, or obligations incurred by or for Licensee.

11. This Agreement may be terminated by Licensor (i) for any reason, in its sole and absolute discretion, upon ten (10) days prior written notice, or (ii) immediately in the event Licensor is advised of an alleged breach or default under the Governing Documents or the violation of any Legal Requirements, or upon any breach of this Agreement, by Licensee. Licensee shall not be entitled to, and hereby waives, any Claims against Licensor for revocation or termination of this Agreement, with or without cause, prior to the automatic termination date.

12. Upon termination of this Agreement, Licensee shall immediately, in a good, careful and workmanlike manner, remove its property from the Licensed Premises, repair any damage to the Licensed Premises, and return the Licensed Premises to Licensor in as good a condition as when received.

13. This Agreement is not induced by Licensor, and Licensee states by way of inducement to Licensor that Licensee has determined that there is no violation of any Legal Requirements being committed by Licensee or Licensor in or arising from this Agreement.

14. Licensee may not assign its rights or obligations under this Agreement to any person without the prior express, written consent of Licensor, which consent may withheld in its sole and absolute discretion.

15. All notices given pursuant to this Agreement shall be in writing and shall be given by certified United States mail, or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party as set forth below:

Licensor: New Albertson's, Inc.
Attn: Legal Department-Real Estate
250 E. Parkcenter Blvd.
Boise, ID 83726

Licensee: Jerry Baughman Christmas Tree Sales
Attn: Jerry Baughman
2590 Whistler Ridge Drive
Reno, NV 89511

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party.

16. The individuals executing this Agreement warrant and represent that they are duly authorized to execute this Agreement on behalf of Licensor or Licensee, as the case may be, and that no other act, signature or authorization is necessary to bind such person to the terms and provisions of this Agreement.

17. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, with respect thereto. There shall be no presumption or standard of construction in favor of or against either party.

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18. This Agreement cannot be modified in any respect whatsoever, in whole or in part, except by an instrument in writing executed by both Licensor and Licensee.

19. Licensor shall not in any way or for any purpose be deemed a partner, joint venturer, or member of any joint enterprise with Licensee.

20. The failure of a party to insist upon strict performance of any of the terms or provisions contained in this Agreement shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms or provisions contained herein by the same party.

21. If either party is composed of more than one person, each such person shall be jointly and severally liable hereunder.

22. Each and every term or provision of this Agreement shall be construed to be a separate term or provision and shall be valid and enforceable notwithstanding the fact that any other term or provision shall have been found or declared invalid and unenforceable.

23. Each party hereby waives and releases all rights to trial by jury in any action or proceeding brought by either party against the other (or its Related Parties) on any matters whatsoever arising out of, or in any way connected with, this Agreement.

24. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument, and shall be effective upon execution and delivery of one or more of such counterparts by each of the parties. Facsimile signatures shall be deemed to constitute original signatures.

25. Time is of the essence.

Jerry Baughman Christmas Tree Sales

a

By: _____

Name: Jerry Baughman

Title: Owner

New Albertson's, Inc.

a Delaware Corporation

By: _____


Name: William H. Arnold

Title: Group Vice President, Real Estate Law

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Exhibit A			
Store	Location	2006 Christmas Trees	
		Licensed Vendor	Amount \$\$
6013	Ft. Apache & Sahara 2550 S. Ft. Apache Road Las Vegas, NV 89117	Jerry Baughman Christmas Tree Sales	\$3,500.00
Total			\$3,500.00

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Dean Heller

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JEWEL FOOD STORES, INC.

PRIN

Business Entity Information			
Status:	Active	File Date:	4/19/1947
Type:	Foreign Corporation	Corp Number:	C202-1947
Qualifying State:	NY	List of Officers Due:	4/30/2007
Managed By:		Expiration Date:	

Resident Agent Information			
Name:	CORPORATION TRUST COMPANY OF NEVADA	Address 1:	6100 NEIL ROAD
Address 2:	STE 500	City:	RENO
State:	NV	Zip Code:	89511
Phone:		Fax:	
Email:		Mailing Address 1:	
Mailing Address 2:		Mailing City:	
Mailing State:		Mailing Zip Code:	

[View all business entities under this resident agent](#)

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 50,000,000.00
Par Share Count:	50,000,000.00	Par Share Value:	\$ 1.00

Officers				<input checked="" type="checkbox"/> Include Inactive Office
Director - WILLIAM H ARNOLD				
Address 1:	250 PARKCENTER BLVD.	Address 2:	P.O. BOX 20	
City:	BOISE	State:	ID	
Zip Code:	83726	Country:	USA	
Status:	Active	Email:		
Secretary - COLLEEN R BATCHELER				

Address 1:	250 PARKCENTER BLVD	Address 2:	P.O. BOX 20
City:	BOISE	State:	ID
Zip Code:	83726	Country:	
Status:	Historical	Email:	
Secretary - COLLEEN R BATCHELER			
Address 1:	250 PARKCENTER BLVD	Address 2:	P.O. BOX 20
City:	BOISE	State:	ID
Zip Code:	83726	Country:	
Status:	Active	Email:	
Treasurer - JOHN F BOYD			
Address 1:	250 PARKCENTER BLVD	Address 2:	P.O. BOX 20
City:	BOISE	State:	ID
Zip Code:	83726	Country:	
Status:	Historical	Email:	
Director - JOHN F BOYD			
Address 1:	250 PARKCENTER BLVD	Address 2:	P.O. BOX 20
City:	BOISE	State:	ID
Zip Code:	83726	Country:	
Status:	Historical	Email:	
Treasurer - JOHN F BOYD			
Address 1:	250 PARKCENTER BLVD	Address 2:	P.O. BOX 20
City:	BOISE	State:	ID
Zip Code:	83726	Country:	
Status:	Active	Email:	
Director - JOHN F BOYD			
Address 1:	250 PARKCENTER BLVD	Address 2:	P.O. BOX 20
City:	BOISE	State:	ID
Zip Code:	83726	Country:	
Status:	Active	Email:	
Director - PAUL G ROWAN			
Address 1:	250 PARKCENTE BLVD.	Address 2:	P.O. BOX 20
City:	BOISE	State:	ID
Zip Code:	83726	Country:	USA

Status:	Active	Email:	
President - LARRY D WAHLSTROM			
Address 1:	1955 W NORTH AVE	Address 2:	
City:	MELROSE PARK	State:	IL
Zip Code:	60160	Country:	
Status:	Historical	Email:	
President - LARRY D WAHLSTROM			
Address 1:	1955 W NORTH AVE	Address 2:	
City:	MELROSE PARK	State:	IL
Zip Code:	60160	Country:	
Status:	Active	Email:	

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Nevada Secretary of State
Dean Heller

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NEW ALBERTSON'S, INC.

PRIN

Business Entity Information			
Status:	Active	File Date:	4/13/2006 12:00:25 PM
Type:	Foreign Corporation	Corp Number:	E0278922006-4
Qualifying State:	DE	List of Officers Due:	4/30/2007
Managed By:		Expiration Date:	

Resident Agent Information			
Name:	CORPORATION TRUST COMPANY OF NEVADA	Address 1:	6100 NEIL ROAD
Address 2:	STE 500	City:	RENO
State:	NV	Zip Code:	89511
Phone:		Fax:	
Email:		Mailing Address 1:	
Mailing Address 2:		Mailing City:	
Mailing State:		Mailing Zip Code:	

[View all business entities under this resident agent](#)

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 10.00
Par Share Count:	1,000.00	Par Share Value:	\$ 0.01

Officers				<input checked="" type="checkbox"/> Include Inactive Office
Secretary - COLLEEN R BATCHELER				
Address 1:	250 E PARKCENTER BLVD	Address 2:		
City:	BOISE	State:	ID	
Zip Code:	83706	Country:		
Status:	Historical	Email:		
President - DAVID L BOEHNEN				

Address 1:	11840 VALLEY VIEW ROAD	Address 2:	
City:	EDEN PRAIRIE	State:	MN
Zip Code:	55344	Country:	USA
Status:	Active	Email:	

Director - DAVID L BOEHNEN

Address 1:	11840 VALLEY VIEW ROAD	Address 2:	
City:	EDEN PRAIRIE	State:	MN
Zip Code:	55344	Country:	USA
Status:	Active	Email:	

Treasurer - JOHN F BOYD

Address 1:	250 E PARKCENTER BLVD	Address 2:	
City:	BOISE	State:	ID
Zip Code:	83706	Country:	
Status:	Historical	Email:	

Treasurer - JOHN F BOYD

Address 1:	250 E PARKCENTER BLVD	Address 2:	
City:	BOISE	State:	ID
Zip Code:	83706	Country:	
Status:	Active	Email:	

Secretary - JOHN P BREEDLOVE

Address 1:	11840 VALLEY VIEW ROAD	Address 2:	
City:	EDEN PRAIRIE	State:	MN
Zip Code:	55344	Country:	USA
Status:	Active	Email:	

Director - JOHN P BREEDLOVE

Address 1:	11840 VALLEY VIEW ROAD	Address 2:	
City:	EDEN PRAIRIE	State:	MN
Zip Code:	55344	Country:	USA
Status:	Active	Email:	

Director - LAWRENCE R JOHNSON

Address 1:	250 E PARKCENTER BLVD	Address 2:	
City:	BOISE	State:	ID
Zip Code:	83706	Country:	

Status:	Historical	Email:	
President - LAWRENCE R JOHNSTON			
Address 1:	250 E PARKCENTER BLVD	Address 2:	
City:	BOISE	State:	ID
Zip Code:	83706	Country:	
Status:	Historical	Email:	

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NOTES

This map is for assessment use only and does NOT represent a survey.
 No liability is assumed for the accuracy of the data delineated herein.
 Information on roads and other non-assessed parcels may be obtained
 from the Road Document Listing in the Assessor's Office.

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

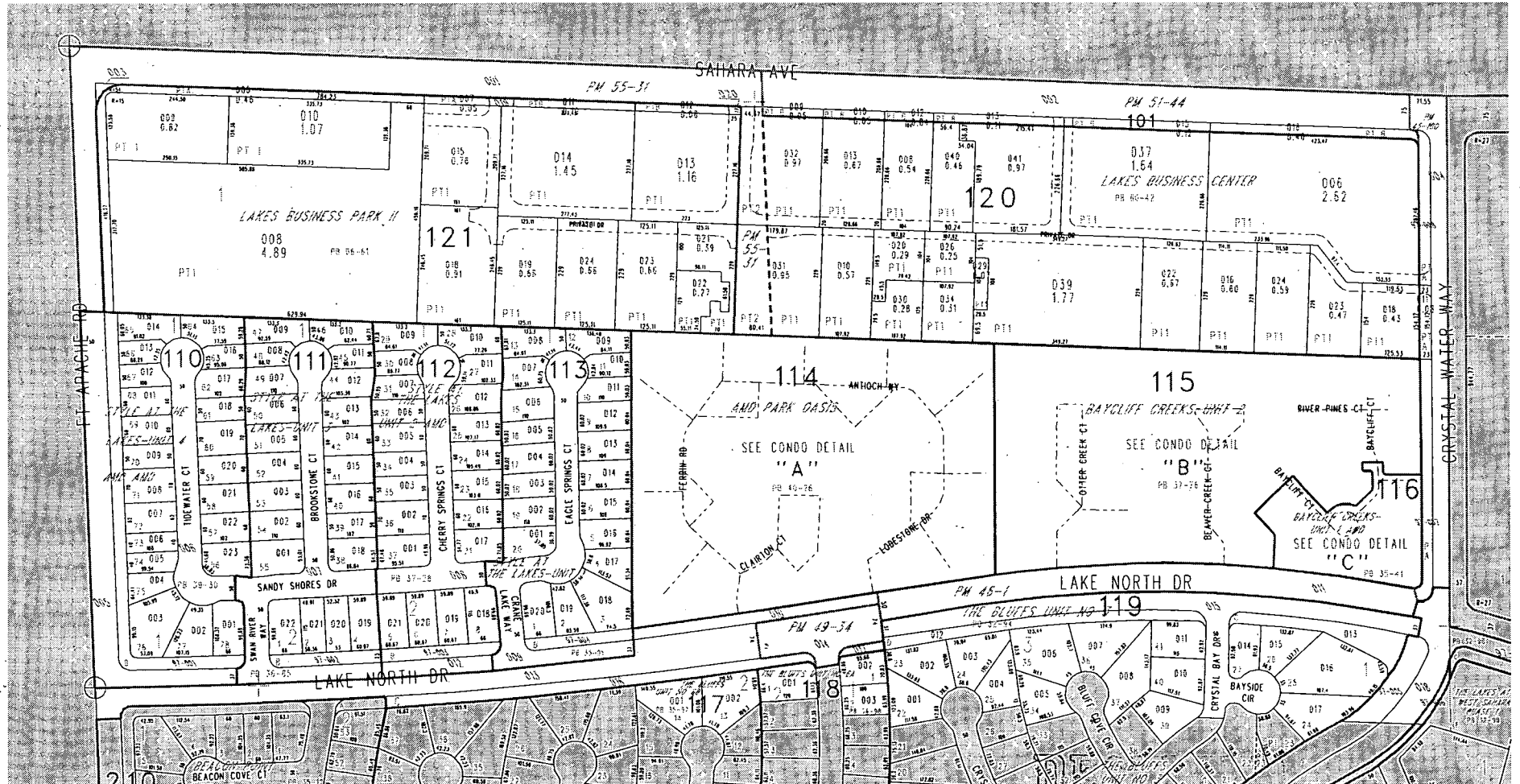
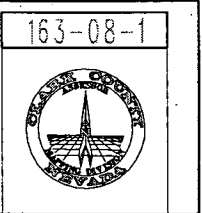
USE THIS SCALE(FEE) WHEN MAP REDUCED FROM 11X17 ORIGINAL

MAP LEGEND

- PARCEL BOUNDARY 001
- - - SUBD BOUNDARY 1.00
- - - ROAD EASEMENT 2.02
- - - PM/LD BOUNDARY PB 13-45
- - - NON-PARCEL LOT LINE 5
- - - MATCH LINE / LEADER LINE 5
- - - ROAD ID NUMBER 015

ASSESSOR'S PARCELS - CLARK CO., NV.
 M. W. Schofield, Assessor

BOOK	T21S R60E	SECTION	08	TOWNSHIP	N 2 NW 4	PARCEL ID	163-08-1					
R59E	R60E	R61E					6	5	4	3	2	1
137	158	139					7	8	9	10	11	12
164	163	162					18	17	16	15	14	13
175	176	177					19	20	21	22	23	24
							30	29	28	27	26	25
							31	32	33	34	35	36
							8	4	8	4		
							5	1	5	1		
							6	2	6	2		
							7	3	7	3		
							8	4	8	4		
							5	1	5	1		



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TAX DIST 200