

Rec'd 2-16-21

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
Submit to Local Licensing Authority

**PIEDRA PEAK GENERAL STORE
PO BOX 1935
Arboles CO 81121**

Fees Due		
Renewal Fee		312.50
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$ 312.50

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name PIEDRA PEAK GENERAL STORE LLC		Doing Business As Name (DBA) PIEDRA PEAK GENERAL STORE		
Liquor License # 14-72951-0000	License Type Liquor Store (county)	Sales Tax License # 14729510000	Expiration Date 05/01/2021	Due Date 03/17/2021
Business Address 53 COUNTY ROAD 982 Arboles CO 81121				Phone Number 9708832505
Mailing Address PO BOX 1935 Arboles CO 81121			Email reliablebookkeeping@yahoo.com	
Operating Manager Joshua Wagner	Date of Birth	Home Address		Phone Number
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="radio"/> Yes <input type="radio"/> No Are the premises owned or rented? Owned <input type="radio"/> Rented* <input checked="" type="radio"/> *If rented, expiration date of lease 5/31/22</p>				
<p>2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <input type="radio"/> No <input checked="" type="radio"/></p>				
<p>3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <input type="radio"/> No <input checked="" type="radio"/></p>				
<p>3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <input type="radio"/> No <input checked="" type="radio"/></p>				
<p>4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <input type="radio"/> No <input checked="" type="radio"/></p>				
<p>5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/></p>				
<p>6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/></p>				
<p>7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/></p>				

Affirmation & Consent	
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.	
Type or Print Name of Applicant/Authorized Agent of Business	Title
<i>Betsy Simons</i>	<i>Bookkeeper</i>
Signature	Date
<i>[Signature]</i>	<i>02/10/2021</i>
Report & Approval of City or County Licensing Authority	
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.	
Therefore this application is approved.	
Local Licensing Authority For	Date
<i>Archuleta County</i>	<i>4-20-21</i>
Signature	Title
<i>[Signature]</i>	<i>Chairman, Board of County Commissioners</i>
	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Betsy Simons am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Piedra Peak General Store (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Piedra Peak General Store LLC</u>		Social Security Number/Tax Identification Number <u>45-4732349</u>	
Address <u>53 C.R. 982 PO Box 1935</u>			
City <u>Arboles</u>		State <u>CO</u>	Zip <u>81121</u>
Home Phone Number [REDACTED]		Business/Work Phone Number <u>970-883-2474</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Betsy Simons</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Betsy Simons</u>			Date signed <u>02/10/21</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Piedra Peak General Store LLC

is a

Limited Liability Company

formed or registered on 03/08/2012 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20121146686 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/12/2021 that have been posted, and by documents delivered to this office electronically through 02/16/2021 @ 15:02:15 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/16/2021 @ 15:02:15 in accordance with applicable law. This certificate is assigned Confirmation Number 12947142 .



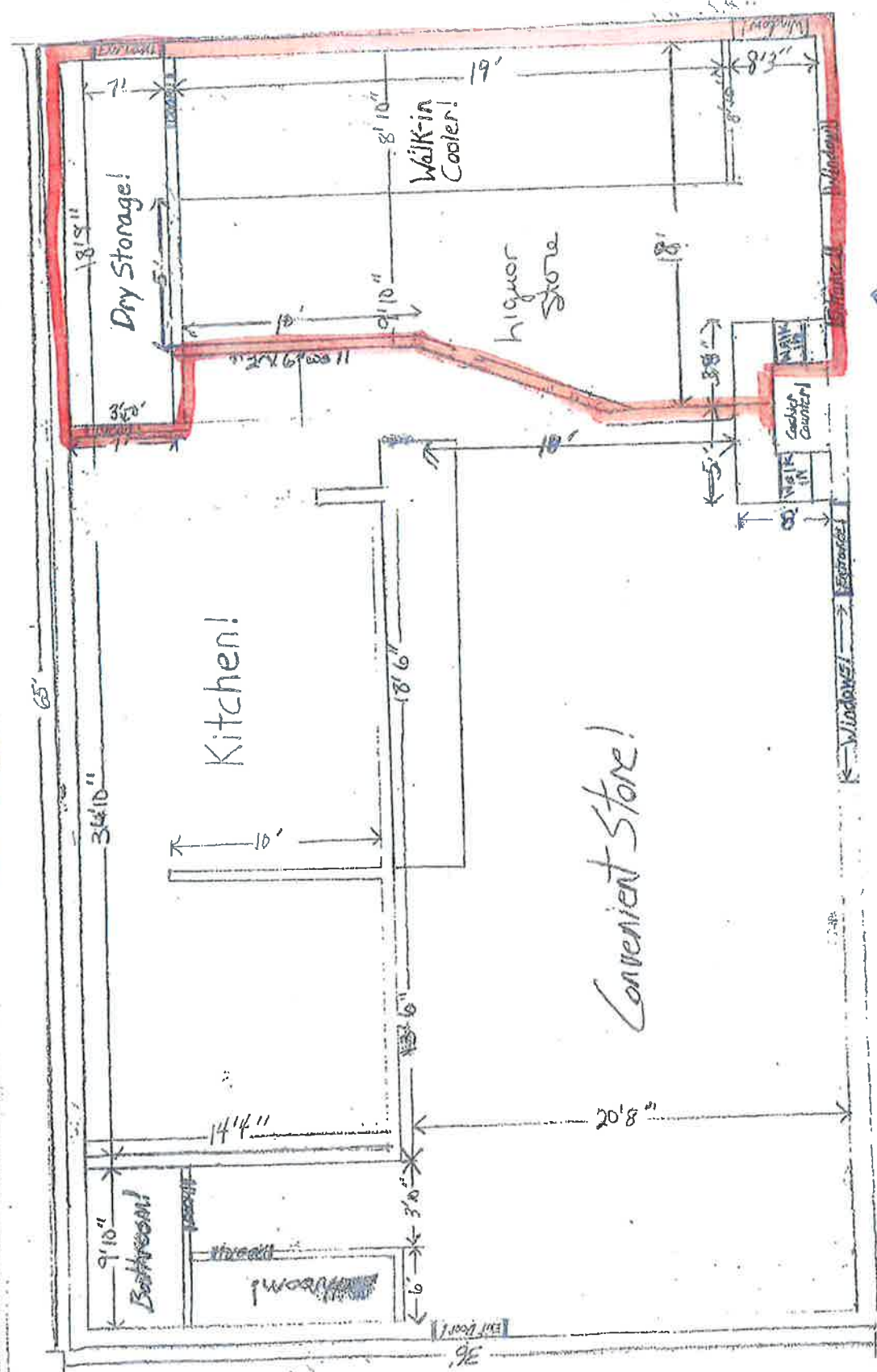
A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

← Control Entrance Wall →



Separate Entrance
Interior public
no connection to
Store on the left

Net Lease

1. Names

This lease is made by Outlaw Ventures, a Colorado limited liability company (Landlord), and Piedra Peak General Store LLC, a Colorado limited liability company (Tenant).

2. Premises Being Leased

Landlord is leasing to Tenant, and Tenant is leasing from Landlord, the following premises:

53 County Road 982

Arboles, Colorado 81121

3. Term of Lease

This lease begins on March 21, 2021 and ends on May 31, 2022.

4. Rent

Tenant will pay rent in advance on the 20th day of each month.

Tenant will pay rent of \$[REDACTED] per month for the entire term of the lease. Rent will remain the same for the entire term of the lease.

5. Option to Extend Lease

Landlord grants Tenant the option to extend this lease for an additional year on the same terms except as follows:

Rent will remain the same.

Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. To exercise this option, Tenant must give Landlord written notice on or before May 1, 2022.

If Tenant exercises the option granted above, Tenant will then have the option to extend this lease for one year beyond the first option period on the same terms.

Tenant may exercise this additional option only if Tenant is in substantial compliance with the terms of this lease. To exercise this option, Tenant must give Landlord written notice on or before May 1, 2022.

6. Improvements by Landlord

Tenant accepts the premises in "as is" condition. Landlord need not provide any repairs or improvements before the lease term begins.

7. Improvements by Tenant

Tenant may make alterations and improvements to the premises after obtaining the Landlord's written consent, which will not be unreasonably withheld. At any time before this lease ends, Tenant may remove any of Tenant's alterations and improvements, as long as Tenant repairs any damage caused by attaching the items to or removing them from the premises.

8. Tenant's Use of Premises

Tenant will use the premises for the following business purposes:

Tenant may conduct business as a convenience store, gas station, liquor store and cafe from the premises. If tenant chooses to do the needed renovations of the existing motel on the premises, then tenant may also conduct business for the motel as well. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld.

Tenant will also use the premises for purposes reasonably related to the main use.

9. Landlord's Representations

Landlord represents that:

- A. At the beginning of the lease term, the premises will be properly zoned for Tenant's stated use and will be in compliance with all applicable laws and regulations.
- B. The premises have not been used for the storage or disposal of any toxic or hazardous substance and Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substance from the property.

10. Utilities and Services

Tenant will pay for all utilities and services, including water, electricity and gas. This includes the electricity or gas needed for heating and air conditioning.

11. Maintenance and Repairs

- A. Tenant will maintain and make all necessary repairs to: (1) the roof, structural components, exterior walls and interior walls of the premises, and (2) the plumbing, electrical, heating, ventilating and air-conditioning systems.
- B. Tenant will clean and maintain (including snow removal) the parking areas, yards and exterior of the premises so that the premises will be kept in a safe and attractive condition.

12. Insurance

- A. Tenant will carry fire and extended coverage insurance on the building in the amount of at least \$200,000; this insurance will include Landlord as an additional insured party.
- B. Tenant will carry public liability insurance, which will include Landlord as an additional insured. The public liability coverage for personal injury will be in at least the following amounts:
 - \$100,000 per occurrence, and
 - \$1,000,000 in any one year.
- C. Landlord and Tenant release each other from any liability to the other for any property loss, property damage or personal injury to the extent covered by insurance carried by the party suffering the loss, damage or injury.
- D. Tenant will give Landlord a certificate of insurance covering all insurance policies that this lease requires Tenant to obtain.

13. Taxes

- A. Tenant will pay all real property taxes levied but not assessed against the premises during the term of this lease.
- B. Tenant will pay all personal property taxes levied and assessed against Tenant's personal property.

14. Subletting and Assignment

Tenant will not assign this lease or sublet any part of the premises without the written consent of Landlord. Landlord will not unreasonably withhold such consent.

15. Damage to Premises

- A. If the premises are damaged through fire or other cause not the fault of Tenant, Tenant will owe no rent for any period during which Tenant is substantially deprived of the use of the premises.
- B. If Tenant is substantially deprived of the use of the premises for more than 90 days because of such damage, Tenant may terminate this lease by delivering written notice of termination to Landlord.

16. Notice of Default

Before starting a legal action to recover possession of the premises based on Tenant's default, Landlord will notify Tenant in writing of the default. Landlord will take legal action only if Tenant does not correct the default within ten days after written notice is given or mailed to Tenant.

17. Quiet Enjoyment

As long as Tenant is not in default under the terms of this lease, Tenant will have the right to occupy the premises peacefully and without interference.

18. Eminent Domain

This lease will become void if any part of the leased premises or the building in which the leased premises are located are taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the premises by eminent domain pays for the value of Tenant's lease, Tenant's loss of business and for moving and relocation expenses.

19. Holding Over

If Tenant remains in possession after this lease ends, the continuing tenancy will be from month to month.

20. Disputes

If a dispute arises, either party may take the matter to court.

21. Additional Agreements

There are no additional agreements.

22. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

23. Successors and Assignees

This lease binds and benefits the heirs, successors and assignees of the parties.

24. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

25. Governing Law

This lease will be governed by and construed in accordance with the laws of the state of Colorado.

26. Counterparts

This lease may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

27. Modification

This lease may be modified only by a written agreement signed by the parties.

28. Waiver

If one party waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays

exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

29. Severability

If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

LANDLORD

Outlaw Ventures,
a Colorado limited liability company
PO Box 1935
Arboles, Colorado 81121

Dated: 02/10/21

By: 
Joshua L. Wagner
Member/Owner

TENANT

Piedra Peak General Store LLC,
a Colorado limited liability company
53 C.R. 982
PO Box 1935
Arboles, Colorado 81121

Dated: 02/10/21

By: 
Joshua L. Wagner
Member/Owner