



**TOWN OF GRAND LAKE
TOWN BOARD
July 11, 2022**

TRANSFER OF BEER & WINE LIQUOR LICENSE- PUBLIC HEARING

Applicant: Vacant Mary, LLC d/b/a Lake Liquors
Initiated by: Melinda Nelson
Presented By: Alayna Carrell, Town Clerk

Introduction: Vacant Mary, LLC d/b/a Lake Liquors, has applied for a Transfer of a Colorado Fermented Malt Beverage Liquor License. The applicant's business is located at 14626 US Hwy 34, Grand Lake, CO 80447. The application has been reviewed by Town Attorney Krob and is in order.

Neighborhood Boundaries: The town limits of Grand Lake are the neighborhood boundaries.

Financial Details: The respective license fees have been paid.

Background Check: The application was turned over to the Grand County Sheriff's Office, they found no adverse information that would affect the issuance of the license.

Legal Requirements:

Posting: Notice of Hearing was posted, June 29, 2022, at: 14626 US Hwy 34

Attachments: Application, Individual History Records, Colorado Sales Tax and Withholding Application, Permit Application and Report of Changes, Diagram, Certificate of Good Standing, Commercial Lease, Operating Agreement, Wholesaler Affidavit of Compliance, Photo of Posting: Notice of Hearing, Temporary Permit, Temporary Permit Application, Grand County Sheriff Office Memo

Staff Recommendation

Staff recommends the Town Board approve the Liquor License Transfer Application.

Town of Grand Lake
1026 Park Avenue
P.O. Box 99
Grand Lake, CO 80447



Colorado Fermented Malt Beverage License Application

<input checked="" type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input checked="" type="checkbox"/> Transfer of Ownership			
<p>• All answers must be printed in black ink or typewritten</p> <p>• Applicant must check the appropriate box(es)</p> <p>• Local license fee \$ _____</p> <p>• Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor</p>			
1. Applicant is applying as a/an <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <input type="checkbox"/> Corporation <input type="checkbox"/> Individual </div> <div> <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships) <input checked="" type="checkbox"/> Limited Liability Company </div> <div> <input type="checkbox"/> Association or Other </div> </div>			
2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation <div style="text-align: center; margin-top: 5px;">VACANT MARY, LLC</div>			FEIN <div style="text-align: center; margin-top: 5px;">45-3790518</div>
2a. Trade Name of Establishment (DBA) <div style="text-align: center; margin-top: 5px;">LAKE LIQUORS</div>		State Sales Tax No. 	Business Telephone <div style="text-align: center; margin-top: 5px;">970-627-8252</div>
3. Address of Premises (specify exact location of premises) <div style="text-align: center; margin-top: 5px;">14626 US HWY 34</div>			
City <div style="text-align: center; margin-top: 5px;">GRAND LAKE</div>	County <div style="text-align: center; margin-top: 5px;">GRAND</div>	State <div style="text-align: center; margin-top: 5px;">CO</div>	ZIP Code <div style="text-align: center; margin-top: 5px;">80447</div>
4. Mailing Address (Number and Street) <div style="text-align: center; margin-top: 5px;">PO BOX 286</div>		City or Town <div style="text-align: center; margin-top: 5px;">GRAND LAKE</div>	State <div style="text-align: center; margin-top: 5px;">CO</div>
5. Email Address <div style="text-align: center; margin-top: 5px;">mnelsongl@gmail.com</div>			
6. If the premises currently has a liquor or beer license, you MUST answer the following questions			
Present Trade Name of Establishment (DBA) <div style="text-align: center; margin-top: 5px;">Lakeview Liquors</div>		Present State License No. <div style="text-align: center; margin-top: 5px;">15-77011-0000</div>	Present Expiration Date
Section A Nonrefundable Application Fees		Section B Fermented Malt Beverage Beer License Fees	
<input type="checkbox"/> Application Fee for New License \$1,550.00 <input type="checkbox"/> Application Fee for New License - w/Concurrent Review \$1,650.00 <input checked="" type="checkbox"/> Application Fee for Transfer \$1,550.00		<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (City) \$96.25 <input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (County) \$117.50 <input checked="" type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (City) \$96.25 <input type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (County) \$117.50 <input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25 <input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50 <input type="checkbox"/> Master File Location Fee \$25.00 x _____ To _____ <input type="checkbox"/> Master File Background \$250.00 x _____ Total _____	
Questions? Visit www.colorado.gov/enforcement/liquor for more information Do Not Write In This Space - For Department Of Revenue Use Only			
Liability Information			
License Account Number	Liability Date:	License Issued Through: (Expiration Date)	Total <div style="text-align: center; margin-top: 5px;">\$</div>

Application Documents Checklist and Worksheet

Instructions: This check list should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information.

Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted

I. Applicant Information

- ☒ A. Applicant/Licensee Identified
- ☒ B. State sales tax license number listed or applied for at time of application
- ☒ C. License type or other transaction identified
- ☒ D. Submit originals to local authority
- ☐ E. Additional information required by the local licensing authority

II. Diagram of the Premises

- ☒ A. No larger than 8 1/2" X 11"
- ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.)
- ☒ C. Separate diagram for each floor (if multiple levels)
- ☒ D. Bold/Outlined licensed premises

III. Proof of Property Possession (One Year Needed)

- ☒ A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk
- ☒ B. Lease in the name of the applicant ONLY (matching question #2)
- ☒ C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant
- ☒ D. Other agreement if not deed or lease

IV. Background Information (DR 8404-I) and Financial Documents

- ☒ A. Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State.

The Vendors are as follows:

IdentoGO – <https://uenroll.identogo.com/>

Phone: (844) 539-5539 (toll-free)

IdentoGO FAQs: <https://www.colorado.gov/pacific/cbl/identification-faqs>

Colorado Fingerprinting – <http://www.coloradofingerprinting.com>

Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>

Phone: (720) 292-2722

Toll Free: (833) 224-2227

- ☒ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☒ D. List of all notes and loans. none

V. Sole Proprietor/Husband and Wife Partnership (if applicable)

- ☐ A. Form DR 4679
- ☐ B. Copy of State Issued Driver's License or Identification Card for each Applicant

VI. Corporate Applicant Information (if Applicable)

- ☒ A. Certificate of Incorporation
- ☒ B. Certificate of Good Standing
- ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only) N/A

VII. Partnership Applicant Information (if Applicable)

- ☐ A. Partnership Agreement (general or limited).
- ☐ B. Certificate of Good Standing

VIII. Limited Liability Company Applicant Information (if Applicable)

- ☒ A. Copy of Articles of Organization
- ☒ B. Certificate of Good Standing
- ☒ C. Copy of Operating Agreement (if applicable)
- ☒ D. Certificate of Authorization if foreign LLC (out of state applicants only)

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes No ☐ ☒

8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):

(a) been denied an alcohol beverage license? ☐ ☒

(b) had an alcohol beverage license suspended or revoked? ☐ ☒

(c) had interest in another entity that had an alcohol beverage license suspended or revoked? ☐ ☒

If you answered yes to 8a, b or c, explain in detail on a separate sheet

9. Has a Fermented Malt Beverage license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail. ☐ ☒

10. Is the proposed Retail Fermented Malt Beverage Off Premises license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313. ☐ ☒

11. Is the proposed Retail Fermented Malt Beverage Off Premises license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S. ☐ ☒

12. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee. ☐ ☒

13. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? ☒ Ownership ☐ Lease ☐ Other (Explain in Detail) ☒

a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

Landlord	Tenant	Expires

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12. ☐ ☒

c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".

14. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest
n/A				

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

15. Name of Manager(s) for all on premises applicants.

Last Name	First Name	Date of Birth
nelson	Melinda	

16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. ☐ ☒

17. Tax Information. ☐ ☒

a. 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 No ☐ ☒

b. 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.? ☐ ☒

18. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name <u>Melinda Nelson</u>	Home Address, City & State	Date of Birth	Position <u>member</u>	% Owned <u>100</u>
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐

Applicant affirms that no individual other than those disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature <u>Melinda Nelson</u>	Printed Name and Title <u>Melinda Nelson member</u>	<u>4/25/22</u>
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing - for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.
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Each person required to file DR 8404-I has been:

☐ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

☐ Date of inspection or anticipated date _____

☐ Upon approval of state licensing authority

☐ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

☐ New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. Therefore, this application is approved.

Local Licensing Authority for		Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Printed Name	Title	Date
Signature (attest)	Printed Name	Title	Date

Tax Check Authorization, Waiver, and Request to Release Information

I, _____ am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Melinda Nelson (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 is 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>Melinda Nelson</u>		Social Security Number/Tax Identification Number	
Address <u>PO BOX 779</u>			
City <u>Grand Lake</u>		State <u>CO</u>	Zip <u>80447</u>
Home Phone Number <u>970 531 2359</u>		Business/Work Phone Number <u>970 627 8252</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Melinda Nelson</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Melinda Nelson</u>			Date signed <u>4/25/22</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).			

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business VACANT MARY, LLC dba LAKE LIQUORS	Home Phone Number	Cellular Number 970-531-2359
2. Your Full Name (last, first, middle) NELSON, MELINDA, MICHELLE	3. List any other names you have used MELINDA EVERHART, MELINDA MCCOOK	
4. Mailing address (if different from residence) PO BOX 779	Email Address	

5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)			
Street and Number	City, State, Zip	From	To
Current 1398 CR 466	GRAND LAKE, CO 80447	01/01/11	04/20/22
Previous			

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
GRAND LAKE STATION, LLC	826 GRAND AVE, GRAND LAKE, CO	MEMBER	07/01/15	03/31/22

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.			
Name of Relative	Relationship to You	Position Held	Name of Licensee
N/A			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth		b. Social Security Number		c. Place of Birth		d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, state where				f. When		g. Name of District Court	
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number		k. Permanent Residence Card Number	
l. Height	m. Weight	n. Hair Color GREY	o. Eye Color GREEN	p. Gender F	q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # _____ State CO		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ _____

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ _____

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

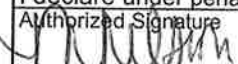
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount


Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature 	Print Signature Melinda Nelson	Title member	Date 4/25/2
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Colorado Sales Tax and Withholding Account Application

A	Reason for Filing This Application																											
	1. <input checked="" type="checkbox"/> Original Application <input type="checkbox"/> Change of Ownership <input type="checkbox"/> Additional Location																											
	Do you have a Colorado Account Number? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If Yes, the Account Number																									
2. Indicate Type of Organization. If you are not an individual, you must have a FEIN number. <input type="checkbox"/> Individual/Sole Proprietor <input checked="" type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Corporation/S Corp <input type="checkbox"/> Government <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Liability Partnership (LLP) <input type="checkbox"/> Association <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Limited Partnership (LLLP) <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Nonprofit (Charitable)																												
B	Business Information																											
	1a. Last Name (If registering as SSN)		First Name	1b. SSN (Required)																								
	1c. Business Name (If registering as FEIN) VACANT MARY, LLC		1d. FEIN (Required) 45-3790518																									
2a. Trade Name / Doing Business As (If applicable and for informational purposes only) LAKE LIQUORS																												
2b. Proof of Identification <input checked="" type="checkbox"/> State DL/ID <input type="checkbox"/> Passport <input type="checkbox"/> Other																												
Physical Place of Business																												
3a. Principal Address 14626 US HWY 34		City GRAND LAKE	State CO	Zip 80447																								
3b. County GRAND		3c. If business is within city limits, what city? GRAND LAKE	3d. Phone Number 970-627-8252																									
Mailing Address (If different than the physical address)																												
4a. Last Name		First Name																										
4b. Business Name VACANT MARY, LLC dba LAKE LIQUORS		4c. Phone Number 970-627-8252	Mobile Text (Data Rates May Apply) <input type="checkbox"/> Yes <input type="checkbox"/> No																									
4d. Mailing Address PO BOX 286		City GRAND LAKE	State CO	Zip 80447																								
5. Email Address																												
Email Opt In For <input checked="" type="checkbox"/> Return Filing <input checked="" type="checkbox"/> Tax Updates <input checked="" type="checkbox"/> Revenue Online Instructions <input checked="" type="checkbox"/> Tax Rate Changes (2x/Year) <input type="checkbox"/> Marketplace Information																												
If you acquired or purchased the business, complete the following:																												
6a. Business Name and Prior Owner's First and Last Name			6b. Date of Acquisition (MM/YYYY) 04/18/2022																									
6c. Address (Street, City, State, Zip)			6d. Prior Owner's FEIN																									
7. Complete the questions below																												
<table style="width: 100%;"> <tr> <td>Do you sell alcohol?</td> <td><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> <td>Do you rent motor vehicles for 30 days or less?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> <tr> <td>Do you sell tobacco products?</td> <td><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> <td>Do you rent out items for 30 days or less?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> <tr> <td>Do you sell Prepaid Wireless?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td>Do you rent out rooms for 30 days or less?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> <tr> <td>Do you sell Medical Marijuana?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td>Do you sell EXCLUSIVELY through the marketplace?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> <tr> <td>Do you sell Recreational Marijuana?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td>Are you a Marketplace Facilitator?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> <tr> <td>Is your business in a Special taxing district?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td>As a Marketplace Facilitator, do you also sell products?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> </table>					Do you sell alcohol?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do you rent motor vehicles for 30 days or less?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you sell tobacco products?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do you rent out items for 30 days or less?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you sell Prepaid Wireless?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you rent out rooms for 30 days or less?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you sell Medical Marijuana?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you sell EXCLUSIVELY through the marketplace?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you sell Recreational Marijuana?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are you a Marketplace Facilitator?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is your business in a Special taxing district?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As a Marketplace Facilitator, do you also sell products?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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8. List specific products and/or services you provide and explain in detail (Required) Alcohol and tobacco products. Liquor store																												

9a. Owner/Partner/Corp Officer Last Name NELSON		Owner/Partner/Corp Officer First Name MELINDA				
Job Title MANAGING MEMBER			9b. Phone Number 970-531-2359			
9c. Address (Street, City, State, Zip) PO BOX 779, GRAND LAKE, CO 80447			9d. SSN			
10a. Owner/Partner/Corp Officer Last Name		Owner/Partner/Corp Officer First Name				
Job Title			10b. Phone Number			
10c. Address (Street, City, State, Zip)			10d. SSN			
Additional Owner/Partner/Corp Officers on a separate paper						
C	Sales Tax Account (Fees Apply)					
	1. Indicate Type of Sale: <input type="checkbox"/> Wholesaler <input checked="" type="checkbox"/> Retail-Sales <input type="checkbox"/> Charitable					
2a. Filing Frequency: If SALES TAX collected is: <input type="checkbox"/> Wholesale Only - Annually <input type="checkbox"/> Under \$300/month - Quarterly <input type="checkbox"/> Seasonal, write in the months in business <input type="checkbox"/> \$15/month or less - Annually <input checked="" type="checkbox"/> \$300/month or more - Monthly						
2b. License Start Date Required (MM/YYYY) 04/20/2022		CO Account Number - Site (Dept Use Only)				
D	Withholding Tax Account (No Fees Apply)					
	1. Indicate which you are applying for:					
	<input type="checkbox"/> W2 Withholding	2. Filing Frequency: If W2 wage withholding tax amount is <input type="checkbox"/> \$1 - \$6,999/Year - Quarterly <input type="checkbox"/> \$7,000 - \$49,999/Year - Monthly <input type="checkbox"/> \$50,000+/Year-Weekly				
	<input type="checkbox"/> 1099 Withholding	3. Filing Frequency: If 1099 withholding tax amount is <input type="checkbox"/> \$1 - \$6,999/Year - Quarterly <input type="checkbox"/> \$7,000 - \$49,999/Year - Monthly <input type="checkbox"/> \$50,000+/Year-Weekly				
	<input type="checkbox"/> W-2G	Monthly				
	<input type="checkbox"/> Oil/Gas Withholding	4a. Payroll Company, if applicable				
4b. First Day of Payroll Required (MM/YYYY)		4c. Payroll Company Phone Number				
E	Period Covered (Dept Use Only)		FEES (see fees on page 1 of instructions)			
	From	To				
	MM/YY	MM/YY	(0020-810)	State Sales Tax Deposit	(355)	\$
	MM/YY	MM/YY	(0080-750)	Sales Tax License	(999)	\$
	MM/YY	MM/YY	(0100-750)	Wholesale License	(999)	\$
	MM/YY	MM/YY	(0160-750)	Charitable License	(999)	\$
	Mail to and Make Checks Payable to: Colorado Department of Revenue PO Box 17087 Denver, CO 80217-0087			Amount Owed \$		
	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 of Revenue may collect the payment amount directly from your bank account electronically.					
F	Points of Compliance					
	<div style="display: flex; justify-content: space-between;"> <div> <ul style="list-style-type: none"> • Renew sales tax license on odd-numbered years • Returns filing frequency is based on tax amount • Required to file, even if zero sales tax due </div> <div> <ul style="list-style-type: none"> • Sales tax license is only used for wholesale purchase for resale • Sales tax rates may change twice per year • Business account closure or address changes by filing DR 1102 </div> </div>					
G	I declare under penalty of perjury in the second degree that the statements made in this application are true and complete to the best of my knowledge.					
	Signature of Owner, Partner, or Corporate Officer 		Job Title member	Date (MM/DD/YYYY) 4/22/2022		

(See fee and additional information on page 1 of instructions)

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a		License Number	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company		15-77011-0000	
2. Name of Licensee		3. Trade Name of Establishment (DBA)	
JOANN MILES / MILES GROUP		LAKE LIQUORS	
4. Address of Premises (specify exact location of premises)		5. Business Email Address	
14626 US-34			
City	County	State	ZIP
GRAND LAKE	GRAND	CO	80447
		Business Phone Number	
		970.627.8252	

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager Reg/Change	Section C
<input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$75.00 <input type="checkbox"/> Manager's Registration (Tavern) \$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE	<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) \$100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) \$50.00 <input type="checkbox"/> Change Location Permit (ea) \$150.00 <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change \$150.00 <input type="checkbox"/> Change, Alter or Modify Premises <div style="border: 1px solid black; padding: 2px;">\$150.00 x Total Fee:</div> <input type="checkbox"/> Addition of Optional Premises to Existing H/R <div style="border: 1px solid black; padding: 2px;">\$100.00 x Total Fee:</div> <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <div style="border: 1px solid black; padding: 2px;">\$160.00 x Total Fee:</div> <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00
Section B – Duplicate License	
<input type="checkbox"/> Duplicate License \$50.00	


Do Not Write in This Space – For Department of Revenue Use Only

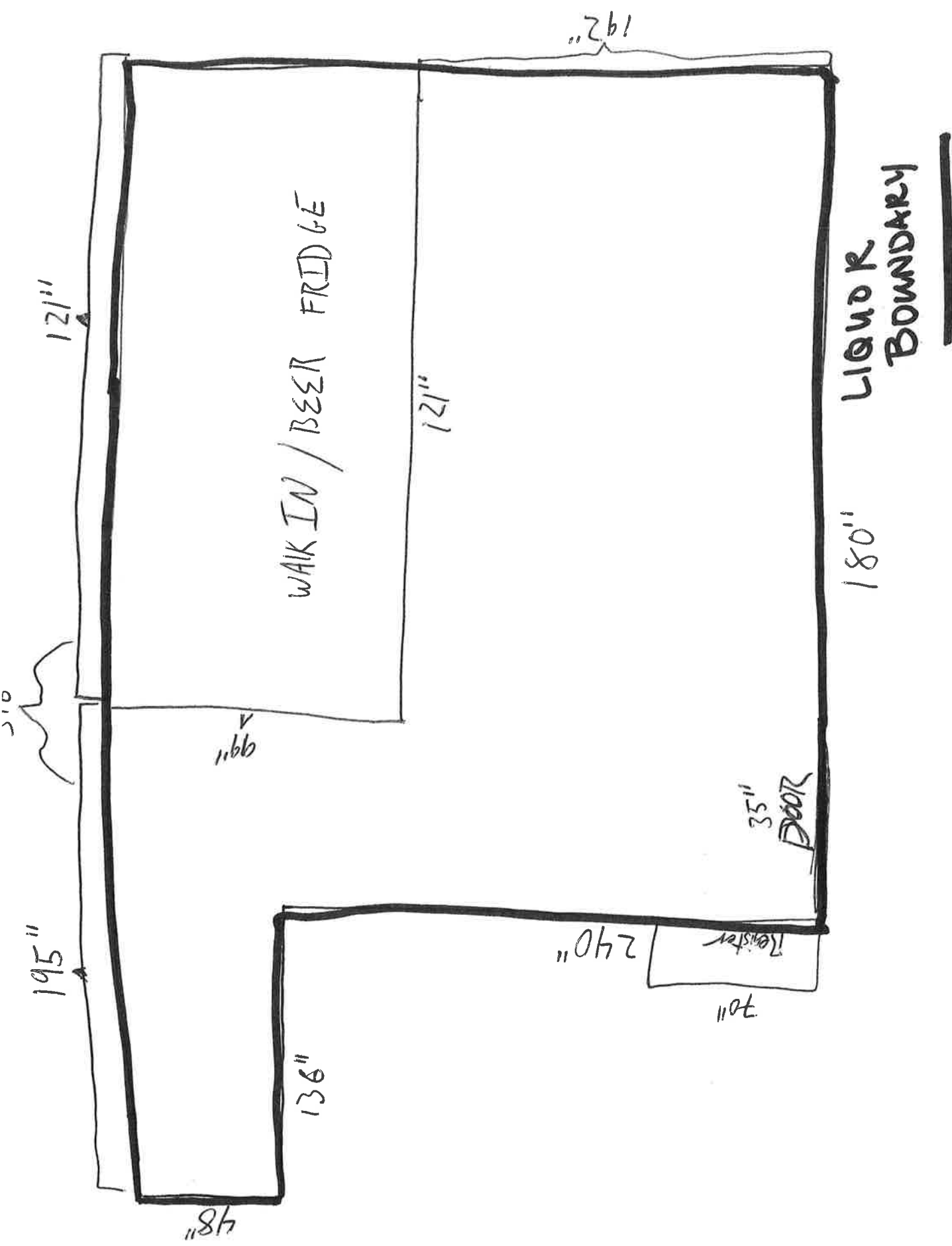
Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE \$00

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____ ZIP _____</p> <p>Attach a deed/lease or rental agreement for the storage premises.</p> <p>Attach a detailed diagram of the storage premises.</p>								
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name/DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td><td style="width: 50%;">New Trade Name</td></tr> <tr> <td> </td><td> </td></tr> <tr> <td>Old Corporate Name</td><td>New Corporate Name</td></tr> <tr> <td> </td><td> </td></tr> </table>	Old Trade Name	New Trade Name			Old Corporate Name	New Corporate Name		
Old Trade Name	New Trade Name								
Old Corporate Name	New Corporate Name								
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ ZIP _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ ZIP _____</p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ ZIP _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>								

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change	<p>8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change</p> <p>Select the option that applies to your situation:</p> <p><input type="checkbox"/> Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or</p> <p><input type="checkbox"/> Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).</p> <p>(a) Address of Location 1: _____</p> <p>City _____ County _____ ZIP _____</p> <p>(b) Address of Location 2: _____</p> <p>City _____ County _____ ZIP _____</p>
Change of Manager	<p>9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)</p> <p>Former manager's name _____</p> <p>New manager's name <u>BAXTER STRACHAN</u></p> <p>(b) Date of Employment <u>4.18.22</u></p> <p>Has manager ever managed a liquor licensed establishment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Does manager have a financial interest in any other liquor licensed establishment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give name and location of establishment <u>ONE LOVE RUM KITCHEN</u> <u>GRAND LAKE, CO, 80447</u></p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p>10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed _____</p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(d) Is the proposed change in compliance with local building and zoning laws? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p> <p>(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>

Campus Liquor Complex Designation	11. Campus Liquor Complex Designation An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No
Additional Related Facility	12. Additional Related Facility To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises. (a) Address of Related Facility _____ (b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Print name and Title BAXTER STRACHAN	Date 4.24.22
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date



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,

Vacant Mary, LLC

is a

Limited Liability Company

formed or registered on 11/09/2011 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 20111623881 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/22/2022 that have been posted, and by documents delivered to this office electronically through 04/25/2022 @ 14:17:55 .

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 04/25/2022 @ 14:17:55 in accordance with applicable law. This certificate is assigned Confirmation Number 13972977 .



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."

COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of April 19, 2022, by and between DSTF, LLC ("Landlord"), and VACANT MARY, LLC dba Lake Liquors ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant The south side of the building located at 14646 US HWY 34 formerly known as Lakeview Liquors (the "Premises") located at 14646 US HWY 34, GRAND LAKE, CO 80447.

TERM. The lease term will begin on April 19, 2022 and will terminate on April 30, 2032.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$1,500.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at PO Box 286, Grand Lake, Colorado 80447. The payment address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Liquor / Tobacco Store The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of year per renewal term, unless either party gives written notice of termination no later than sixty days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease except that the lease installment payments shall be \$2,000.00 per month.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and /or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 10 days after its due date, Tenant shall pay a late fee of \$50.00.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an

emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

DSTF, LLC
PO BOX 286
GRAND LAKE, Colorado 80447

TENANT:

VACANT MARY, LLC dba Lake Liquors
14646 US HWY 34
GRAND LAKE, CO 80447

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Colorado.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

DSTF, LLC


By: 

MELINDA NELSON

Date: 04/25/2022

TENANT:

VACANT MARY, LLC dba Lake Liquors

By: 

Melinda Nelson, Member

Date: 04/25/2022

**VACANT MARY, LLC
SECOND AMENDED AND RESTATED
OPERATING AGREEMENT**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Amended and Restated Operating Agreement"), with an effective date of April 1, 2022, is made and entered into by and between Melinda M. Nelson (the "Member") and Vacant Mary, LLC (the "Company").

ARTICLE I. DEFINITIONS

The following terms used in this Amended and Restated Operating Agreement shall have the following meanings:

"Act" shall mean the Colorado Limited Liability Company Act, as amended from time to time.

"Amended and Restated Operating Agreement" shall mean this Second Amended and Restated Operating Agreement as originally executed and as amended from time to time.

"Articles of Organization" shall mean the Articles of Organization of the Company as filed with the Secretary of State of Colorado, as amended from time to time.

"Capital Contribution" shall mean any contribution to the capital of the Company in cash or property by the Members whenever made.

"Cash Flow" shall mean the gross cash proceeds from the operation of the Company's business less the portion thereof used to establish Reserves for or to pay Company expenses, debt payments and capital expenditures. "Cash Flow" shall include any net cash proceeds from the sale or disposition of Company property and from the refinancing of indebtedness of the Company, shall be increased by any reduction of Reserves previously established by the Members, and shall not be reduced by depreciation, cost recovery, amortization or similar non-cash deductions.

"Company" shall refer to Vacant Mary, LLC

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

"Fiscal Year" shall mean the period terminating on December 31 of each year during the term hereof.

"Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to Section 6.01 of this Amended and Restated Operating Agreement.

"Members" shall mean the Persons who executed this Amended and Restated Operating Agreement as a Member and any Person who may hereafter become a member of the Company.

Members may hold membership interest in the Company, in whole or in part, individually and/or in joint ownership with others. Individuals owning a membership interest in joint ownership/Joint Tenancy/JTWROS, shall collectively be treated as one Member of the interest for all purposes herein.

"Net Profits" and **"Net Losses"** shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, as of the close of each Fiscal Year.

"Operating Agreement" shall mean this Amended and Restated Operating Agreement as originally executed and as amended from time to time.

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

"Representative" shall mean the legally appointed guardian of a mentally incapacitated Member, the conservator of a mentally incapacitated Member's assets or the legally appointed and qualified executor or personal representative of the estate of a deceased Member. In the event no such guardian, executor or personal representative is appointed, then the Representative shall mean the spouse of such incapacitated or deceased Member, or if such Member does not have a spouse or the spouse is not then living or is unable or unwilling to act, such Member's then-living lineal descendants who are willing and capable of acting, one at a time in descending order of age but in no event younger than 21 years of age or, if none, such Member's then living lineal ancestors who are willing and capable of acting, one at a time and in ascending order of age.

"Reserves" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts deemed sufficient by the Member for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

ARTICLE II. FORMATION OF COMPANY

2.01 Formation. The Company has been organized as a Colorado limited liability company by executing and delivering Articles of Organization to the Colorado Secretary of State in accordance with and pursuant to the Act.

2.02 Name. The name of the Company is "Vacant Mary, LLC".

2.03 Principal Place of Business. The principal place of business of the Company is 1398 County Road 466, Grand Lake, CO 80447, with a mailing address of P.O. Box 286, Grand Lake, CO 80447. The Company may locate its places of business and registered office at any other place or places, as the Member may deem advisable.

2.04 Registered Office and Registered Agent. The Company's initial registered office shall be at the office of its registered agent at 18 South Wilcox Street, Suite 200, Castle Rock, CO 80104 and the name of its registered agent at that address will be Folkestad Fazekas Barrick & Patoile,

P.C., Attn: Kathryn T. James. The registered office and registered agent may be changed by the Member by filing the address of the new registered office and/or the name of the new registered agent with the Colorado Secretary of State pursuant to the Act.

2.05 Term. The term of the Company shall be perpetual.

ARTICLE III. BUSINESS OF COMPANY

3.01 Purpose. The business of the Company shall be to conduct any lawful business whatsoever that may be conducted by limited liability companies pursuant to the Act.

ARTICLE IV. MANAGEMENT OF THE COMPANY

4.01 Management of Company. Any Member has the right to manage the Company's business. Accordingly, any Member, at times acting through the officers (if any) of the Company, shall: (i) manage the affairs and business of the Company; (ii) exercise the authority and powers granted to the Company; and (iii) otherwise act in all other matters on behalf of the Company.

4.02 Membership. There shall be a single class of Members. The interest of the Members, as of the date hereof, is as follows:

<u>MEMBER</u>	<u>INTEREST</u>
Melinda M. Nelson	100%

4.03 Execution of Documents. Any document or instrument of any and every nature, including without limitation, any agreement, contract, deed, promissory note, mortgage or deed of trust, security agreement, financing statement, pledge, assignment, bill of sale and certificate, which is intended to bind the Company or convey or encumber title to its real or personal property shall be valid and binding for all purposes only if executed by a Member.

4.04 Action Without Meeting. Any action required to be taken by or on behalf of the Company may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the Members.

4.05 Officers. The Company is not required to have officers but if they are designated may consist of a President, a Treasurer and a Secretary. The officers shall be designated by the Members and shall exercise such powers and perform such duties as are prescribed by the Members. The same person may hold any number of offices, as the Members may determine.

4.06 Term of Office. The officers shall hold office for the term for which they were appointed and until their successors are elected and qualified; provided, however, that any officer may be removed at any time with or without cause by the Members.

ARTICLE V. RIGHTS AND OBLIGATIONS OF MEMBERS

5.01 Limitation of Liability. Members will not be personally liable for any obligations, liabilities, debts or losses of the Company, whether arising in tort, contract or otherwise, except as otherwise required by law.

5.02 Right to Indemnification. Subject to the limitations and conditions provided in this Article 5 and in the Act, each Person ("Indemnified Person") who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative ("Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he was or is a Member or an officer of the Company or he was or is the legal representative of or a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of a Member or of an officer of the Company, shall be indemnified by the Company against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe that his conduct was unlawful.

5.03 Survival. Indemnification under this Article 5 shall continue as to a Person who has ceased to serve in the capacity, which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article 5 shall be deemed contract rights, and no amendment, modification or repeal of this Article 5 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

5.04 Advance Payment. The right to indemnification conferred by this Article 5 shall include the right to be paid or reimbursed by the Company for the reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to the Indemnified Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Indemnified Person of good faith belief that he has met the standard of conduct necessary for indemnification under this Article 5 and a written undertaking, by or on behalf of such Indemnified Person, to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this Article 5 or otherwise.

5.05 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred by this Article 5 shall not be exclusive of any other right which a Person may have or hereafter acquire under any law (common or statutory), provision of the

Articles of Organization or Amended and Restated Operating Agreement, agreements, vote of members or otherwise.

5.06 Savings Clause. If Section 5.02 or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article 5 that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VI. CONTRIBUTIONS TO THE COMPANY

6.01 Member's Initial Capital Contributions. Any Member agrees to contribute at least \$500.00 as his or her Initial Capital Contribution to the Company.

6.02 Subsequent Contributions. Members shall not be obligated to make any Capital Contributions to the Company other than those set forth in Section 6.01.

6.03 Loans by Members. A Member may, but is not obligated to, loan to the Company such sums as the Member determines to be appropriate for the conduct of the Company's business. Any such loans shall bear interest at a rate and shall be on such other terms as the loaning Member and the Company shall agree in advance and in writing.

ARTICLE VII. ALLOCATIONS AND DISTRIBUTIONS

7.01 Allocations of Profits and Losses. All of the Net Profits and Net Losses of the Company for each Fiscal Year shall be allocated to the Members.

7.02 Distributions of Cash Flow. Cash Flow shall be distributed to Members at such time or times, as the Members shall unanimously determine.

7.03 Limitation upon Distributions.

(a) No distribution or return of capital contributions may be made and paid if, after the distribution or return of a capital contribution, either:

(1) the Company would be insolvent; or

(2) the net assets of the Company would be less than zero.

(b) The Members may base a determination that a distribution or return of a capital contribution may be made under Section 7.03(a) in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

ARTICLE VIII. DISSOLUTION AND TERMINATION

8.01 Dissolution.

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

(1) The entry of a decree of judicial dissolution under the Act;

(2) the date on which a statement of dissolution becomes effective under the Act;

(3) by the written agreement of the Members; or

(4) upon the death, resignation, court declaration of incompetence, bankruptcy or dissolution of all of the Members or the occurrence of any other event which terminates the continued membership of the Members.

(b) If a Member who is an individual dies or a court of competent jurisdiction adjudges his to be incompetent to manage his person or his property, the Member's Representative may exercise all of the Member's rights for the purpose of settling his estate or administering his property.

8.02 Winding Up, Liquidation and Distribution of Assets.

(a) If the Company is dissolved and its affairs are to be wound up, the Members (or Representatives) are directed to:

(1) sell or otherwise liquidate such of the Company's assets as may be required to discharge all liabilities of the Company, including any liabilities to the Members and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company; and

(2) distribute the remaining assets to the Members, such distribution to be made either in cash or in kind, as determined by the Members (or Representatives).

(b) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

8.03 Statement of Dissolution. The Company may file a statement of dissolution with the Colorado Secretary of State.

8.04 Effect of Filing of Statement of Dissolution. Upon the filing of a statement of dissolution with the Colorado Secretary of State, the dissolved Company shall continue to exist as a limited liability company, but shall not carry on any business except as is appropriate to wind up and liquidate its business and affairs as provided in the Act. The Members (or Representatives) shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.01 Choice of Law. This Amended and Restated Operating Agreement, and its interpretation, shall be governed exclusively by its terms and by the laws of the State of Colorado (other than its conflicts of laws rules) and specifically the Act.

9.02 Amendments. This Operating Agreement may not be amended except in writing signed by all of the Members.

9.03 Headings. The headings in this Amended and Restated Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Amended and Restated Operating Agreement or any provision hereof.

9.04 Pronouns. The masculine pronouns used in this Amended and Restated Operating Agreement shall also be deemed to apply to the feminine.

9.05 Severability. If any provision of this Amended and Restated Operating Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Amended and Restated Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

9.06 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 their respective heirs, legal representatives, successors and assigns.

9.07 Creditors. None of the provisions of this Amended and Restated Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Member.

MEMBERS:

MELINDA M. NELSON



Melinda M. Nelson, 100%

COMPANY:

VACANT MARY, LLC

By: 

Melinda M. Nelson

Wholesaler Affidavit of Compliance
Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC, partnership, corporation or name of corporation) VACANT MARY, LLC		License Number	
Trade Name of Establishment/Doing Business As (DBA) Lake Liquors		Phone Number 970 627 8252	
Physical Address 14626 US Hwy 34	City Grand Lake	State CO	ZIP 80447
Email Address			
Transferor Retailer Licensee Name Miles Group		License Number	
Trade Name of Establishment/Doing Business As (DBA) Lakewood Liquors		Phone Number 970 627 8252	
Physical Address 14626 US Hwy 34	City Grand Lake	State CO	ZIP 80447
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)</p> <p>Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>			
Wholesaler: Milesaway Miles Group			
Signature Joann M Miles	Print Joann M Miles	Title Owner	Date 4/22/22

by
Joann M Miles
Attorney in Fact



Grand Lake
Wednesday 5:23 PM

Edit

6/29/2022

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO
Lake Liquors
Hwy 125, Box 24
Grand Lake, CO 80447

HAS REQUESTED THE LICENSING OFFICIALS OF
The Town of Grand Lake

TO: Grand Lake Liquor License Transfer

AT: Lake Liquors
Hwy 125, Box 24
Grand Lake, CO 80447

HEARING ON APPLICATION TO BE HELD AT:
Grand Lake Town Hall
1020 Park Avenue
Grand Lake, Colorado 80447

TIME AND DATE: July 11, 2022 @ 10:00 pm

DATE OF APPLICATION: April 22, 2022

BY ORDER OF: Grand Lake Board of Trustees

OFFICER: Miranda Nelson
P.O. Box 280
Grand Lake, CO 80447

Town Clerk
P.O. Box 50 Grand Lake, Colorado 80447

Algebra One



THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

TOWN OF GRAND LAKE

TOWN CLERKS OFFICE
1026 PARK AVENUE
GRAND LAKE, CO 80447

TEMPORARY

ALCOHOL PERMIT

Lake Liquors
14626 US Highway 34
Grand Lake, CO 80447

This license is subject to the Laws of the State of Colorado and especially under the provisions of Article 47, of Title 12, Colorado Revised Statutes, as amended and the Ordinances of the Town of Grand Lake, insofar as the same may be applicable.

Fee Paid: 04-29-2022 - \$100

License Type: Liquor Store (City)

Permit Effective: 04-29-2022

Town Clerk: Jennifer Thompson





**TOWN OF GRAND LAKE
APPLICATION FOR TEMPORARY LIQUOR LICENSE
PERMIT PENDING TRANSFER OF OWNERSHIP**

Fee: \$100.00

NOTICE:

Any individual or corporation applying for a temporary permit is charged with the responsibility of having knowledge of the pertinent Colorado State Statutes and Regulations as set forth in C.R.S. Title 44, Articles 3 and 4.

Applicant Name: VACANT MARY, LLC

Trade Name: LAKE LIQUORS

Business Address: 14626 US Hwy 34

Mailing Address: PO Box 286
(REQUIRED)

Phone Number: 970 627 8252

Transfer Licensee: _____

Trade Name: _____

Current State Liquor License Number: 15-77011-0000

Type of License: _____

NOTE: A temporary liquor license permit may be issued only if a completed application for a transfer of ownership, along with all required documentation and associated fees has been submitted to the Town of Grand Lake Clerks Office, located at 1026 Park Avenue, Grand Lake, CO 80447.

A temporary liquor license permit is valid for no more than one hundred twenty days from the date of issuance and is automatically void upon completion of the transfer of ownership and issuance of a new, permanent liquor license in the name of the above applicant by the Colorado Division of Liquor Enforcement and the Town of Grand Lake Local Licensing Authority.

This permit may be canceled, revoked, or summarily suspended if the Local or State Licensing Authority determines there is probable cause to believe that the transferee has violated any provision of the Colorado Liquor/Beer Code or has violated any rule or regulation adopted by the Local or State Licensing Authority or has failed to truthfully disclose those matters required pursuant to the application forms.

Do not write in this space -- for Town of Grand Lake use only

Date Received: _____

Date Issued: _____

License No: _____

Date Expires: _____

Fee Received: _____

Town Clerk: _____



GRAND COUNTY SHERIFF'S OFFICE

BRETT D. SCHROETLIN
SHERIFF

WAYNE SCHAFER
UNDERSHERIFF

07-07-2022

TO: Town of Grand Lake

RE: Liquor License

Transfer Party: Melinda Nelson (Vacant Mary LLC DBA Lake Liquors)

The Grand County Sheriff's Office has completed a background check on the listed establishment and individual.

We have no record of negative information on the above

The Grand County Sheriff's Office recommendation is:

 X No reason found to disapprove this establishment at this time.

 Disapproval.



Brian Foster

Grand County Sheriff's Office
670 Spring Street / PO Box 48
Hot Sulphur Springs, CO 80451
970-725-3343 (Office)
970-725-3227 (Fax)
csidener@co.grand.co.us