



## CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> City Clerk	<b>PRESENTED BY</b> Erin Kelley - City Clerk	<b>DATE</b> May 3, 2022
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### **ITEM**

New Hotel and Restaurant Liquor License for The Crossroads LLC dba The Crossroads at 142 W Highway 50 for Eric Burns.

### **BACKGROUND**

A new Colorado Hotel and Restaurant application was filed with the City Clerk on March 23, 2022. The Notice of Public Hearing was published on April 1, 2022 in the Mountain Mail and the premises was posted on April 13, 2022.

All proper fees have been remitted to the City and State of Colorado. The individual history record and the Colorado Bureau of Investigation background checks have been reviewed by staff with no issues.

The establishment passed both Fire and Police Department inspections.

### **STAFF RECOMMENDATION**

Staff recommends that the Liquor Licensing Authority approve a new Hotel and Restaurant Liquor License for The Crossroads LLC dba The Crossroads.

### **SUGGESTED MOTION**

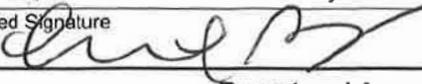
Following a public hearing on the matter, a Liquor Authority member should “move to approve a new Hotel and Restaurant Liquor License for Eric Burns, the Crossroads LLC dba The Crossroads” followed by a second and roll call vote.

# Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a>			
1. Applicant is applying as a/an <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <u>The Crossroads LLC</u>			FEIN Number <u>96-291793</u>
2a. Trade Name of Establishment (DBA) <u>The Crossroads LLC</u>		State Sales Tax Number [REDACTED]	Business Telephone <u>719-239-0392</u>
3. Address of Premises (specify exact location of premises; include suite/unit numbers) <u>142 W. Rainbow Blvd</u>			
City <u>Salida</u>	County <u>Chaffee</u>	State <u>CO</u>	ZIP Code <u>81201</u>
4. Mailing Address (Number and Street) <u>P.O. - Box 96</u>		City or Town <u>Salida</u>	State <u>CO</u>
5. Email Address <u>the crossroads 2020 @ netmail. com</u>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)		Present State License Number	Present Class of License
Present Expiration Date			
<b>Section A</b>		<b>Section B (Cont.)</b>	
<b>Nonrefundable Application Fees</b>		<b>Liquor License Fees</b>	
<input type="checkbox"/> Application Fee for New License.....\$1550.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review.....\$1750.00 <input type="checkbox"/> Application Fee for Transfer.....\$1550.00		<input type="checkbox"/> Lodging & Entertainment - L&E (County) .....\$500.00 <input type="checkbox"/> Manager Registration - H & R .....\$75.00 <input type="checkbox"/> Manager Registration - Tavern .....\$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex .....\$75.00	
<b>Section B</b>			
<b>Liquor License Fees</b>			
<input type="checkbox"/> Add Optional Premises to H & R.....\$200.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City) .....\$308.75 <input type="checkbox"/> Arts License (County) .....\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City) .....\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Campus Liquor Complex (City) .....\$500.00 <input type="checkbox"/> Campus Liquor Complex (County) .....\$500.00 <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County) .....\$308.75 <input type="checkbox"/> Distillery Pub License (City) .....\$750.00 <input type="checkbox"/> Distillery Pub License (County) .....\$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City) .....\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) .....\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) .....\$700.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$700.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) .....\$227.50 <input type="checkbox"/> Liquor-Licensed Drugstore (County) .....\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) .....\$500.00		<input type="checkbox"/> Master File Location Fee .....\$50.00 X _____ Total _____ <input type="checkbox"/> Master File Background .....\$500.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County) .....\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County) .....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County) .....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) .....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) .....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) .....\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) .....\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County) .....\$312.50 <input type="checkbox"/> Tavern License (City).....\$500.00 <input type="checkbox"/> Tavern License (County) .....\$500.00 <input type="checkbox"/> Vintners Restaurant License (City) .....\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00	
<b>Questions? Visit: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a> for more information</b>			
<b>Do not write in this space - For Department of Revenue use only</b>			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Name	The Crossroads LLC		Type of License	Hotel & Rest.		Account Number		
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 <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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):						<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(a) Been denied an alcohol beverage license?						<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(b) Had an alcohol beverage license suspended or revoked?						<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?						<input type="checkbox"/>	<input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.								
9.	Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.						<input type="checkbox"/>	<input checked="" type="checkbox"/>
10.	Are the premises to be licensed 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?						<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Waiver by local ordinance? <input type="checkbox"/>						<input type="checkbox"/>	<input type="checkbox"/>
	Other: _____							
11.	Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.						<input type="checkbox"/>	<input type="checkbox"/>
12.	Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.						<input type="checkbox"/>	<input type="checkbox"/>
13a.	For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?						<input type="checkbox"/>	<input type="checkbox"/>
13b.	Are you a Colorado resident?						<input checked="" type="checkbox"/>	<input type="checkbox"/>
14.	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 financial interest in said business including any loans to or from a licensee.						<input type="checkbox"/>	<input checked="" type="checkbox"/>
15.	Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?						<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> 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				
	Dick Leavitt	Eric Burns / The Crossroads LLC		3/23				
	b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.						<input type="checkbox"/>	<input checked="" type="checkbox"/>
	c. Attach a diagram designates 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".							
16.	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/Percentage			
	N/A							
	Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage			
	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.								
17.	Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?						<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Number of additional Optional Premise areas requested. (See license fee chart)							
18.	Liquor Licensed Drugstore (LLDS) applicants, answer the following:							
	(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached.						<input type="checkbox"/>	<input type="checkbox"/>
19.	Club Liquor License applicants answer the following: Attach a copy of applicable documentation							
	(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?						<input type="checkbox"/>	<input type="checkbox"/>
	(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?						<input type="checkbox"/>	<input type="checkbox"/>
	(c) How long has the club been incorporated?							
	(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?						<input type="checkbox"/>	<input type="checkbox"/>
20.	Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:							
	(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)						<input type="checkbox"/>	<input type="checkbox"/>

Name <u>The Crossroads LLC</u>		Type of License <u>Hotel &amp; Rest.</u>		Account Number	
21. Campus Liquor Complex applicants answer the following:					
(a) Is the applicant an institution of higher education?				N/A <input type="checkbox"/> Yes <input type="checkbox"/> No	
(b) Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				N/A <input type="checkbox"/> Yes <input type="checkbox"/> No	
22. For all on-premises applicants.					
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprints.					
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.					
Last Name of Manager <u>Burns</u>			First Name of Manager <u>Eric</u>		
23. 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
24. Related Facility - Campus Liquor Complex applicants answer the following:					
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				N/A <input type="checkbox"/> Yes <input type="checkbox"/> No	
b. Designated Manager for Related Facility- Campus Liquor Complex					
Last Name of Manager <u>N/A</u>			First Name of Manager <u>N/A</u>		
25. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all <b>Officers, Directors, General Partners, and Managing Members</b> . In addition, applicant must list any stockholders, partners, or members with <b>ownership of 10% or more in the applicant</b> . All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.					
Name <u>Eric Burns</u>	[Redacted]			Position <u>owner</u>	%Owned <u>100</u>
Name	Home Address, City & State	DOB	Position	%Owned	
Name	Home Address, City & State	DOB	Position	%Owned	
Name	Home Address, City & State	DOB	Position	%Owned	
Name	Home Address, City & State	DOB	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: <input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.					

Name	The Crossroads LLC	Type of License	Hotel & Rest	Account Number	
<b>Oath Of Applicant</b>					
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		Printed Name and Title	Eric L Burns	Date	3/22/22
<b>Report and Approval of Local Licensing Authority (City/County)</b>					
Date application filed with local authority	3/23/22	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)			
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:					
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> 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)					
<input checked="" type="checkbox"/> Date of inspection or anticipated date <u>before or after Liquor Hearing</u> <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority					
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?					Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?					<input type="checkbox"/> <input checked="" type="checkbox"/>
<b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?					<input type="checkbox"/> <input checked="" type="checkbox"/>
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 12, Article 46 or 47, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b>					
Local Licensing Authority for			Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date		
Signature	Print	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,

The Crossroads L.L.C.

is a

Limited Liability Company

formed or registered on 03/29/2021 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 20211312833 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/07/2022 that have been posted, and by documents delivered to this office electronically through 02/08/2022 @ 14:30:37 .

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 02/08/2022 @ 14:30:37 in accordance with applicable law. This certificate is assigned Confirmation Number 13779805 .



*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."*

## Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

**The domestic entity name of the limited liability company is** The Crossroads L.L.C.

**The principal office street address is** 142 W Rainbow Blvd  
Salida CO CO 81201  
US

**The principal office mailing address is** PO Box 96  
Salida CO 81201  
US

**The name of the registered agent is** Eric Burns

**The registered agent's street address is** 

**The registered agent's mailing address is** PO Box 96  
Salida CO 81201  
US

The person above has agreed to be appointed as the registered agent for this limited liability company.

**The management of the limited liability company is vested in** Members

There is at least one member of the limited liability company.

### **Person(s) forming the limited liability company**

Eric L Burns  
PO Box 96  
Salida CO 81201  
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if

applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

**Name(s) and address(es) of the individual(s) causing the document to be delivered for filing**

Eric L Burns  
PO Box 96  
Salida CO 81201  
US

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING

BUSINESS LEASE

This lease, dated February 1, 2022, is between Richard D Leavitt  
and Helen A Leavitt as Landlord.  
and Eric Burns / The crossroads as Tenant.

In consideration of the payment of the rent and the performance of the covenants and agreements by the Tenant set forth herein,  
the Landlord does hereby lease to the Tenant the following described premises situate in Chaffee  
County, in the State of Colorado; the address of which is 142 West Highway 50  
Suite 2 Property Address

Legal Description

Said premises, with all the appurtenances, are leased to the Tenant from the date of February 1, 2022  
until the date of January 31, 2023 at and for a rental for the full term of \$ [REDACTED]  
payable in monthly installments of \$ [REDACTED]

in advance, on the 1st day of each calendar month during the term of this lease, payable at 1111 I Street  
Salida, Colorado 81201 Address, without notice.

THE TENANT, IN CONSIDERATION OF THE LEASING OF THE PREMISES AGREES AS FOLLOWS:

1. The Tenant shall pay the rent for the premises above-described.
2. The Tenant shall, at the expiration of this lease, surrender the premises in as good a condition as when the Tenant entered the premises, ordinary wear and tear excepted. The Tenant shall keep all sidewalks on and around the premises free and clear of ice and snow; keep the entire exterior premises free from all litter, dirt, debris and obstructions; and keep the premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situate.
3. The Tenant shall not sublet any part of the premises, nor assign the lease, or any interest therein, without the written consent of the Landlord.
4. The Tenant shall use the premises only as A Retail food restaurant and shall not use the premises for any purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinances of the city or town in which said premises are located, and shall neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.
5. The Tenant shall neither hold, nor attempt to hold, the Landlord, its agents, contractors and employees, liable for any injury, damage, claims or loss to person or property occasioned by any accident, condition or casualty to, upon, or about the premises including, but not limited to, defective wiring, the breaking or stopping of the plumbing or sewage upon the premises, unless such accident, condition or casualty is directly caused by intentional or reckless acts or omission of the Landlord. Notwithstanding any duty the Landlord may have hereunder to repair or maintain the premises, in the event that the improvements upon the premises are damaged by the negligent, reckless or intentional act or omission of the Tenant or any employees, agents, invitees, licensees or contractors, the Tenant shall bear the full cost of such repair or replacement. The Tenant shall hold Landlord, Landlord's agents and their respective successors and assigns, harmless and indemnified from all injury, loss, claims or damage to any person or property while on the demised premises or any other part of Landlord's property, or arising in any way out of Tenant's business, which is occasioned by an act or omission of Tenant, its employees, agents, invitees, licensees or contractors. The Landlord is not responsible for any damage or destruction to the Tenant's personal property.
6. The Tenant shall neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations in or changes in, upon, or about said premises without first obtaining the written consent of the Landlord.
7. The Tenant shall obtain and keep in full force, at Tenant's expense, fire and liability insurance as may be reasonably required by the Landlord. Tenant shall provide copies of such insurance policies upon the Landlord's request.
8. The Tenant shall permit the Landlord to place a "For Rent" sign upon the leased premises at any time after sixty (60) days before the end of this lease.
9. The Tenant shall allow the Landlord to enter upon the premises at any reasonable hour.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT AS FOLLOWS:

10. The Tenant shall be responsible for paying the following:  Janitorial Services  Other Snow Removal  Electric  Gas  Water  Sewer  Phone  Refuse Disposal

The  Landlord  Tenant agrees to keep all the improvements upon the premises, including but not limited to, structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring and glass in good maintenance and repair at their expense. In the event the Landlord is responsible for repair of the premises, the Tenant shall be obliged to notify the Landlord of any condition upon the premises requiring repair and the Landlord shall be provided a reasonable time to accomplish said repair.

11. No assent, express or implied, to any breach or default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach or default.

12. If, after the expiration of this lease, the Tenant shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this lease, and subject to all the terms and conditions of this lease.

13. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so, and without terminating this lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

14. The Landlord acknowledges receipt of a deposit in the amount of \$ [redacted] to be held by the Landlord for the faithful performance of all of the terms, conditions and covenants of this lease. The Landlord may apply the deposit to cure any default under the terms of this lease and shall account to the Tenant for the balance. The Tenant may not apply the deposit hereunder to the payment of the rent reserved hereunder or the performance of other obligations.

15. If the Tenant shall be in arrears in payment of any installment of rent, or any portion thereof, or in default of any other covenants or agreements set forth in this lease, and the default remains uncorrected for a period of three (3) days after the Landlord has given written notice thereof pursuant to applicable law, then the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation: (a) declare the term of the lease ended; (b) terminate the Tenant's right to possession of the premises and reenter and repossess the premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue breach of contract remedies; and/or (e) pursue any and all available remedies in law or equity. In the event possession is terminated by a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law [13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.] which is incorporated by this reference, in the event repeated or substantial default(s) under the lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above-listed remedies.

16. If the property or the premises shall be destroyed in whole or in part by fire, the elements, or other casualty and if, in the sole opinion of the Landlord, they cannot be repaired within ninety (90) days from said injury and the Landlord informs the Tenant of said decision; or if the premises are damaged in any degree and the Landlord informs the Tenant it does not desire to repair same and desires to terminate this lease; then this lease shall terminate on the date of such injury. In the event of such termination, the Tenant shall immediately surrender the possession of the premises and all rights therein to the Landlord; shall be granted a license to enter the premises at reasonable times to remove the Tenant's property; and shall not be liable for rent accruing subsequent to said event. The Landlord shall have the right to immediately enter and take possession of the premises and shall not be liable for any loss, damage or injury to the property or person of the Tenant or occupancy of, in or upon the premises.

If the Landlord repairs the premises within ninety (90) days, this lease shall continue in full force and effect and the Tenant shall not be required to pay rent for any portion of said ninety (90) days during which the premises are wholly unfit for occupancy.

17. In the event any dispute arises concerning the terms of this lease or the non-payment of any sums under this lease, and the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorneys' fees from the other party.

18. In the event any payment required hereunder is not made within ten (10) days after the payment is due, a late charge in the amount of 10 % of the payment will be paid by the Tenant.

19. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Landlord hereunder, the Tenant waiving all right to any such payments.

20. This lease is made with the express understanding and agreement that in the event the Tenant becomes insolvent, the Landlord may declare this lease ended, and all rights of the Tenant hereunder shall terminate and cease.

21. The Tenant and the Landlord further agree:

\* The restaurant equipment is in excellent condition and must be maintained by the Tenant at his expense

This lease shall be subordinate to all existing and future security interests on the premises. All notices shall be in writing and be personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall only be modified by amendment signed by both parties. This lease shall be binding on the parties, their personal representatives, successors and assigns. When used herein, the singular shall include the plural.

Witness:

Richard [Signature] 2/1/22

Helen A. Levitt 2/1/22

GUARANTEE

For value received, I guarantee the payment of the rent and the performance of the covenants and agreements by the Tenant in the within lease.

Signature

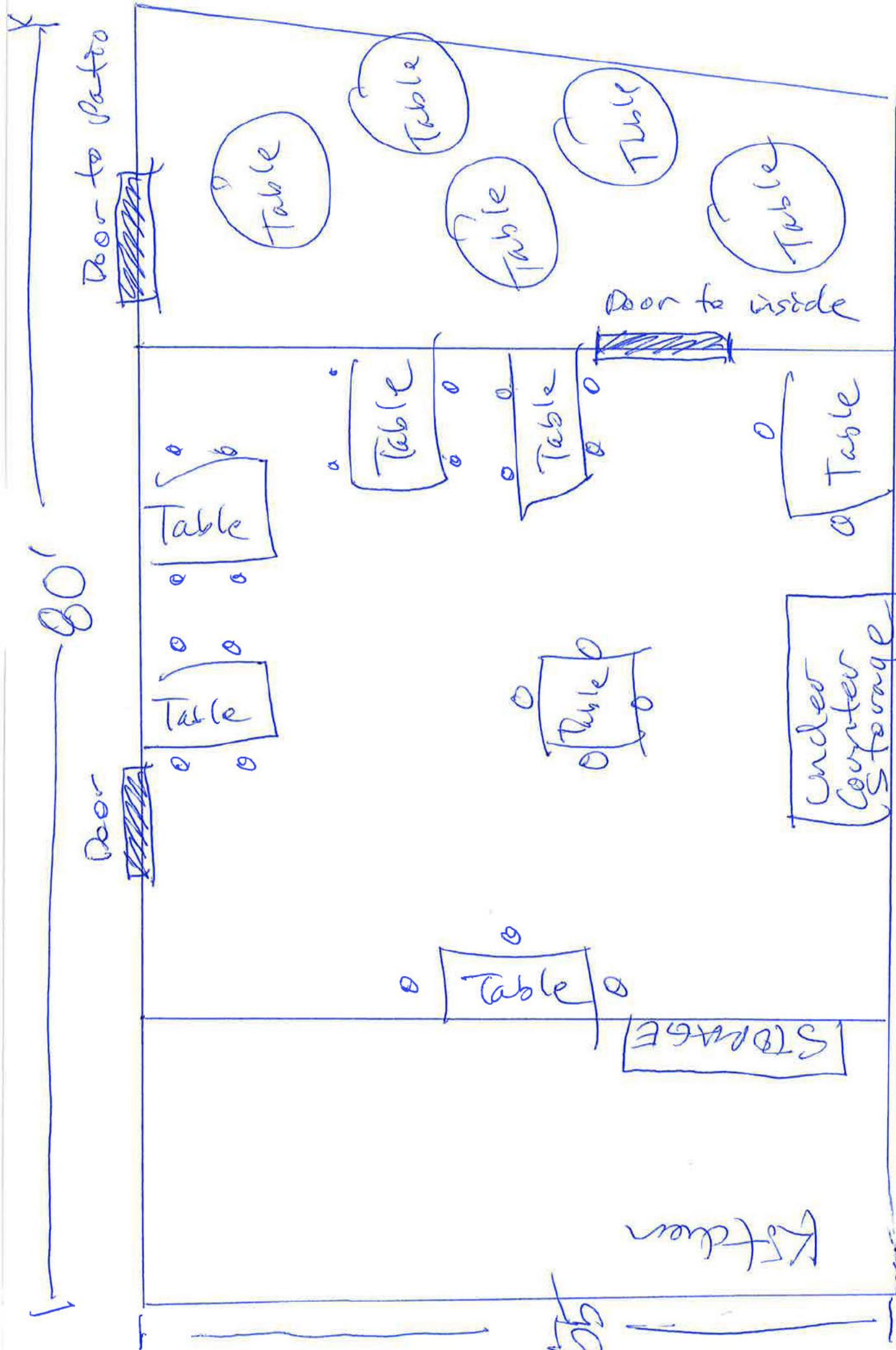
Date

\* See the complete equipment list on page 3 of this lease

- 1 Fume Hood and fire supressant System
- 2 Vent system
- 3 Make up air unit
- 4 Water heater
- 5 3 Compartment Sink
- 6 Vegetable Sink
- 7 Hand Sink
- 8 Dry storage cabinet
- 9 Mop sink in floor
- 10 Hand sink and stainless steel counter in dining room

All of this equipment is in full functional and must be maintained at the tenants expense.

None of this equipment may be lent out, subleased, or sold to another individual without full knowlege and permission of the landlord



55



448 East 1<sup>st</sup> Street, Suite 112  
SALIDA, CO 81201

PHONE 719-539-4555  
FAX 719-539-5271

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**PUBLIC NOTICE  
PURSUANT TO THE LIQUOR LAWS  
OF COLORADO**

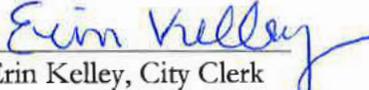
Pursuant to the Liquor Laws of the State of Colorado, the The Crossroads LLC dba The Crossroads LLC, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Hotel and Restaurant (City) liquor license to sell malt, vinous, and spirituous liquors for consumption on premises at 142 W Highway 50, Salida, CO 81201.

A hearing on the application received March 23, 2022 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, May 3<sup>rd</sup>, 2022, at 448 E 1<sup>st</sup> Street Room 190 or remotely through the GoToWebinar application via the following direct link:

<https://attendee.gotowebinar.com/register/6382995264411204366>

At said time and place, any interested persons may appear to be heard for or against the granting of said license.

LOCAL LICENSING AUTHORITY

  
Erin Kelley, City Clerk

Premises Posted by: April 22, 2022  
Publish in Mountain Mail: April 1, 2022



3/24/22

Liquor Enforcement Division  
PO Box 17087  
Denver, Colorado 80217

LED:

Enclosed please find a completed application for a new Hotel and Restaurant CITY Liquor License for the The Crossroads LLC dba The Crossroads LLC with a check payable to the Colorado Department of Revenue for all applicable fees. They have applied for a concurrent review. Once the City has its hearing I will reach out to let you know if it was approved or denied.

Please let me know if you have any questions.

Respectfully Submitted,

Erin Kelley  
City Clerk  
City of Salida  
clerk@cityofsalida.com  
719.530.2630

**PUBLIC NOTICE  
PURSUANT TO THE LIQUOR LAWS  
OF COLORADO**

Pursuant to the Liquor Laws of the State of Colorado, the The Crossroads LLC dba The Crossroads LLC, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Hotel and Restaurant (City) liquor license to sell malt, vinous, and spirituous liquors for consumption on premises at 142 W Highway 50, Salida, CO 81201.

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LOCAL LICENSING AUTHORITY

---

Erin Kelley, City Clerk

Premises Posted by: April 22, 2022

Published in The Mountain Mail April 1, 2022

# NOTICE

## PURSUANT TO THE LIQUOR LAWS OF COLORADO

The Crossroads LLC dba The Crossroads

142 W Hwy 50

Salida, CO 81201

Eric Burns

**HAS REQUESTED THE LICENSING  
OFFICIALS OF** City of Salida

**TO** approve a Hotel & Restaurant Liquor License  
**LICENSE AT:** 142 W Hwy 50 Salida, CO

### **HEARING ON APPLICATION TO BE HELD AT:**

May 3; 448 E 1st Street Room 190  
Council Chambers

**TIME AND DATE:** May 3, 2022 6p.m.

**DATE OF APPLICATION:** March 23, 2022

**BY ORDER OF:** City of Salida

**OFFICERS:** City Council  
Liquor License Authority

ADDRESS OF THE PLACE AT WHICH PETITIONS OR DEMONSTRANCES MAY BE FILED

HEAVY BUSINESS INC.

1  
4  
2



# OPEN

No Solicitors

# CROSSROADS



142

**NOTICE**  
PURSUANT TO THE LIQUOR LAWS  
OF COLORADO  
The Crossroads, LLC dba The Crossroads  
142 W Hwy 50  
Salida, CO 81201  
Eric Burns  
HAS REQUESTED THE LICENSING  
OFFICIALS OF City of Salida  
TO approve a Hotel & Restaurant Liquor License  
LICENSE AT: 142 W Hwy 50 Salida, CO

**HEARING ON APPLICATION TO BE HELD AT:**  
May 3, 449 E 7th Street Room 140  
Council Chambers

**TIME AND DATE:** May 3, 2022 6 p.m.  
**DATE OF APPLICATION:** March 23, 2022  
**BY ORDER OF:** City of Salida  
Liquor License Authority

**SMALL  
BUSINESS  
STRONG**



**OPEN**  
No Solicitors

