

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

Pursuant to the Liquor Laws of the State of Colorado, Lucky Penny Group, LLC dba Liberty Hall, has requested the Local Licensing Authority of the City of Salida, Colorado grant a Tavern (City) liquor license to sell malt, vinous and spirituous liquors for consumption on premises at 136 Old Stage Road Unit 1-A, Salida, CO 81201. A hearing on the application, received August 11, 2024, 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, November 19, 2024. At said time and place, any interested persons may appear to be heard for or against the granting of said license.

LOCAL LICENSING AUTHORITY

Kristi Jefferson, City Clerk

Published in The Mountain Mail October 15, 2024

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Lucky Penny Group, LLC - dba Liberty Hall

136 Old Stage Road, Unit 1-A

Salida, CO 81201

**HAS REQUESTED THE LICENSING
OFFICIALS OF** City of Salida
TO Approve a new Tavern Liquor License
LICENSE AT: 136 Old Stage Road, Unit 1-A, Salida CO 81201

HEARING ON APPLICATION TO BE HELD AT:

City Council Chambers

448 E First Street, Ste. 119, Salida, CO 81201

TIME AND DATE: November 19, 2024

DATE OF APPLICATION: August 11, 20²⁴

BY ORDER OF: City of Salida

OFFICERS: Sara Walsh, Joseph, Walsh, Emmie Hayes and Thomas Hayes



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

Colorado Liquor Retail License Application

* Note that the Division will not accept cash ☒ Paid by Check Date Uploaded to MoveIt

☐ Paid Online

September 9, 2024

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file

- 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: [SBG.Colorado.gov/Liquor](https://www.sbg.colorado.gov/liquor)

Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other
☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

Lucky Penny Group LLC

FEIN Number

93-4242843

State Sales Tax Number

96364099

Trade Name of Establishment (DBA)

Liberty Hall

Business Telephone

602-499-1659

Address of Premises (specify exact location of premises, include suite/unit numbers)

136 Old Stage Rd Unit 1-A

City

Salida

County

Chaffee

State

CO

ZIP Code

81201

Mailing Address (Number and Street)

110 River Ridge Ln

City or Town

Salida

State

CO

ZIP Code

81201

Email Address

If the premises currently has a liquor or beer license, you **must** answer the following questions.

Present Trade Name of Establishment (DBA)

N/A

Present State License Number

N/A

Present Class of License

N/A

Present Expiration Date

N/A

1. 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

2. 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?..... ☐ Yes ☒ No

b. Had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No

c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No

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

3. 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?..... ☐ Yes ☒ No

If "yes", explain in detail.

4. 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?..... ☐ Yes ☒ No

or

Waiver by local ordinance? ☐ Yes ☒ No

Other N/A

5. 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..... ☐ Yes ☒ No

6. 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.....N/A..... ☐ Yes ☒ No

For additional Retail Liquor Store only. N/A

- a. Was your Retail Liquor Store License issued on or before January 1, 2016?.... ☐ Yes ☒ No
- b. Are you a Colorado resident?..... ☒ Yes ☐ No
7. 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..... ☐ Yes ☒ No
8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?..... ☒ Yes ☐ No

☒ Ownership ☐ Lease ☐ Other (Explain in detail)

See Exhibit B

- 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 on page 9..... ☐ Yes ☒ No
- c. Attach a diagram that 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 8½" X 11".

See attached as Exhibit A

9. 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	
<div></div>		<div></div>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
N/A	N/A	0%	
Last Name		First Name	
<div></div>		<div></div>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
<div></div>	<div></div>	<div></div>	
Last Name		First Name	
<div></div>		<div></div>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
<div></div>	<div></div>	<div></div>	

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. See Attached as Exhibit G

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: N/A
Has a local ordinance or resolution authorizing optional premises been adopted?... ☐ Yes ☒ No

Number of additional Optional Premise areas requested. (See license fee chart)

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and 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.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following: N/A

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?..... ☐ Yes ☒ No

If "yes" a copy of license must be attached.

12. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** N/A

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?..... ☐ Yes ☒ No

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?..... ☐ Yes ☒ No

c. How long has the club been incorporated?.....

N/A

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?..... ☐ Yes ☒ No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: N/A

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)..... ☐ Yes ☒ No

14. Campus Liquor Complex applicants answer the following: N/A

a. Is the applicant an institution of higher education?..... ☐ Yes ☒ No

b. Is the applicant a person who contracts with the institution of higher education to provide food services?..... ☐ Yes ☒ No

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

15. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager

Hayes

First Name of Manager

Thomas

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..... ☐ Yes ☒ No

Name

Type of License

Account Number

17. Related Facility - Campus Liquor Complex applicants answer the following: N/A

- a.** Is the related facility located within the boundaries of the Campus Liquor Complex?..... ☐ Yes ☒ No

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.

- b.** Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager

First Name of Manager

N/A

18. 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.?..... ☐ Yes ☒ No

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 with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Date of Birth (MM/DD/YY)
Sara Walsh	

Street Address

City	State	ZIP Code	Position	%Owned
Salida	CO	81021	Managing Member	30%

Name	Date of Birth (MM/DD/YY)
Joseph Walsh	

Street Address

City	State	ZIP Code	Position	%Owned
Salida	CO	81201	Member	20%

Name	Date of Birth (MM/DD/YY)
Emmie Hayes	

Street Address

City	State	ZIP Code	Position	%Owned
Salida	CO	81201	Managing Member	30%

Name	Date of Birth (MM/DD/YY)
Thomas Hayes	

Street Address

City	State	ZIP Code	Position	%Owned
Salida	CO	81201	Member	20%

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	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 these 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 and Wine Code which affect my license.

Printed Name

Sara Walsh

Title

Managing Member

Authorized Signature

Date (MM/DD/YY)

Sara Walsh

08/11/24

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority

08/13/2024

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

[Redacted]

For Transfer Applications Only - Is the license being transferred valid?..... ☐ Yes ☐ No

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:

☒ 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

[Redacted]

☒ Will conduct inspection upon approval of state licensing authority

- ☐ 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 > 10,000? N/A
☐ Yes ☒ No
- ☐ 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 < 10,000? N/A
☐ Yes ☒ No

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.

- ☐ 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? N/A
☐ Yes ☒ No

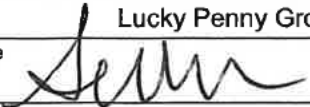
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with 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 ☐ Town, City
☐ County

Printed Name <input type="text"/>	Title <input type="text"/>
Signature <input type="text"/>	Date (MM/DD/YY) <input type="text"/>
Printed Name <input type="text"/>	Title <input type="text"/>
Signature <input type="text"/>	Date (MM/DD/YY) <input type="text"/>

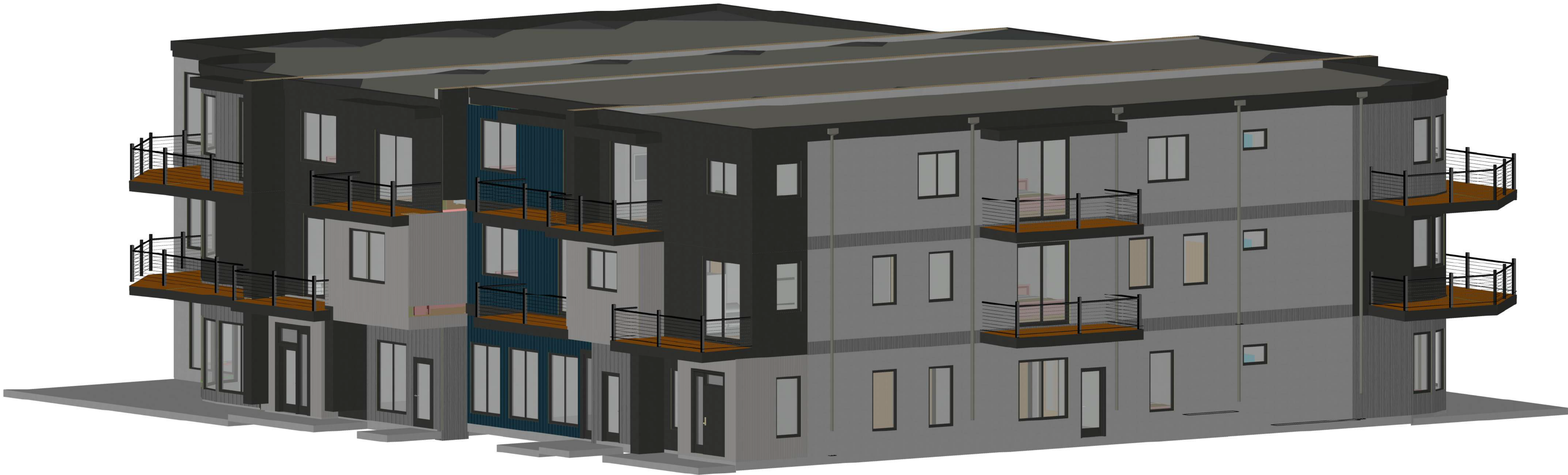
Fees Due	
Initial Application Fee	\$11.00
Renewal Fee	\$11.00

Takeout and Delivery Permit Application & Renewal (On-Premises Applicants Only)

<input checked="" type="checkbox"/> Initial Application		<input type="checkbox"/> Renewal	
Corporate Business Name Lucky Penny Group LLC		Trade Name (DBA) Liberty Hall	
Physical Address of Premises 136 Old Stage Rd		Suite/Unit Number 1-A	
City Salida	County Chaffee	State CO	ZIP Code 81201
Mailing Address (if different than Physical Address) 110 River Ridge Ln		Suite/Unit Number	
City Salida	State CO	ZIP Code 81201	
Business Phone Number 602-499-1659		Business Email Address sarabaris@gmail.com	
1. Are you applying/renewing: <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input checked="" type="checkbox"/> Both Takeout and Delivery			
2. You certify that the delivery of alcohol beverages shall only be made to a person TWENTY-ONE (21) years of age or older at the address specified in the order.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. You certify that the delivery must be made by the licensee or the licensee's employee who is at least TWENTY-ONE (21) years of age and is using a vehicle owned or leased by the licensee to make the delivery.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. You certify that the licensee's employee who delivers the alcohol beverages shall note and log at the time of delivery, the name and date of birth of the person the alcohol beverages are delivered to. Under no circumstances shall a person under TWENTY-ONE (21) years of age be permitted to receive a delivery of alcohol beverages.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. You understand that a licensee must derive no more than FIFTY (50) percent of its gross annual revenues from sales of alcohol beverages that the licensee delivers.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. Are you using a third party's ordering software to take orders?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If you answered "Yes" to question number six (6) above, upload all documents concerning the agreement between the ordering service and the licensee. SEE EXHIBIT F Note - While a third party's ordering software may be used, physical delivery can only be accomplished by the licensee or the licensee's employee using a vehicle owned or leased by the licensee.			
7. Have you verified with your local licensing authority that no local permits are required for takeout and delivery?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. Are you the applicant or an authorized agent of the business?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Name of the applicant or an authorized agent of the business Lucky Penny Group LLC		Title of the applicant or an authorized agent of the business Sara Walsh, Managing Member	
Signature 		Date 08/11/24	

Payment (Please submit Payment in one of the following ways):

Via mail with your application P.O. Box 17087 Denver, CO 80217-0087	Via email to: DOR_liqlicensing@state.co.us An email will be sent to you with directions on how to make a payment via our online payment portal.
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PROJECT CONSULTANTS

SARAH F. WHITTINGTON

ARCHITECTURAL SERVICES

129 1/2 W. 3rd Suite #5
Salida, CO 81201

ph/fax: 719-539-5461
sarah@salidaarchitect.com

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JKMechanicalDesign@gmail.com
719.966.7570 303.952.0244

Front Range Electrical Engineering

3333 South Wadsworth Boulevard - Suite D210
Lakewood, CO 80227 | Phone: 303.985.0548
www.FREEngineer.com

TIM VRUDNY P.E.

STRUCTURAL ENGINEER

41 HICKORY AVE, NW
MENAHA, MN 56464
720-926-7056

ALL CHANGES TO THIS PLAN SET, TO ADDRESS THE COMMENTS FROM THE BUILDING DEPARTMENT, ARE SHOWN HIGHLIGHTED IN RED.

NOTE THE FOLLOWING CHANGES HAVE BEEN MADE IN ADDITION AND SHOULD BE TRACKED THROUGH THE ENTIRE PLAN SET INCLUDING THE ENGINEERING:

1) MAIN FLOOR RESIDENTIAL UNIT HAS BEEN ADDED

2) ADDITIONAL HALF BATHS HAVE BEEN ADDED TO EACH UNIT

3) THE MAIN FLOOR RESIDENTIAL UNIT HAS BEEN DESIGNED TO MEET THE SPECIFICATIONS AS A TYPE "A" ACCESSIBLE UNIT

4) ALL UNITS ON THE MIDDLE AND UPPER FLOOR HAVE BEEN REDESIGNED TO MEET THE SPECIFICATIONS AS TYPE "B" ACCESSIBLE UNITS

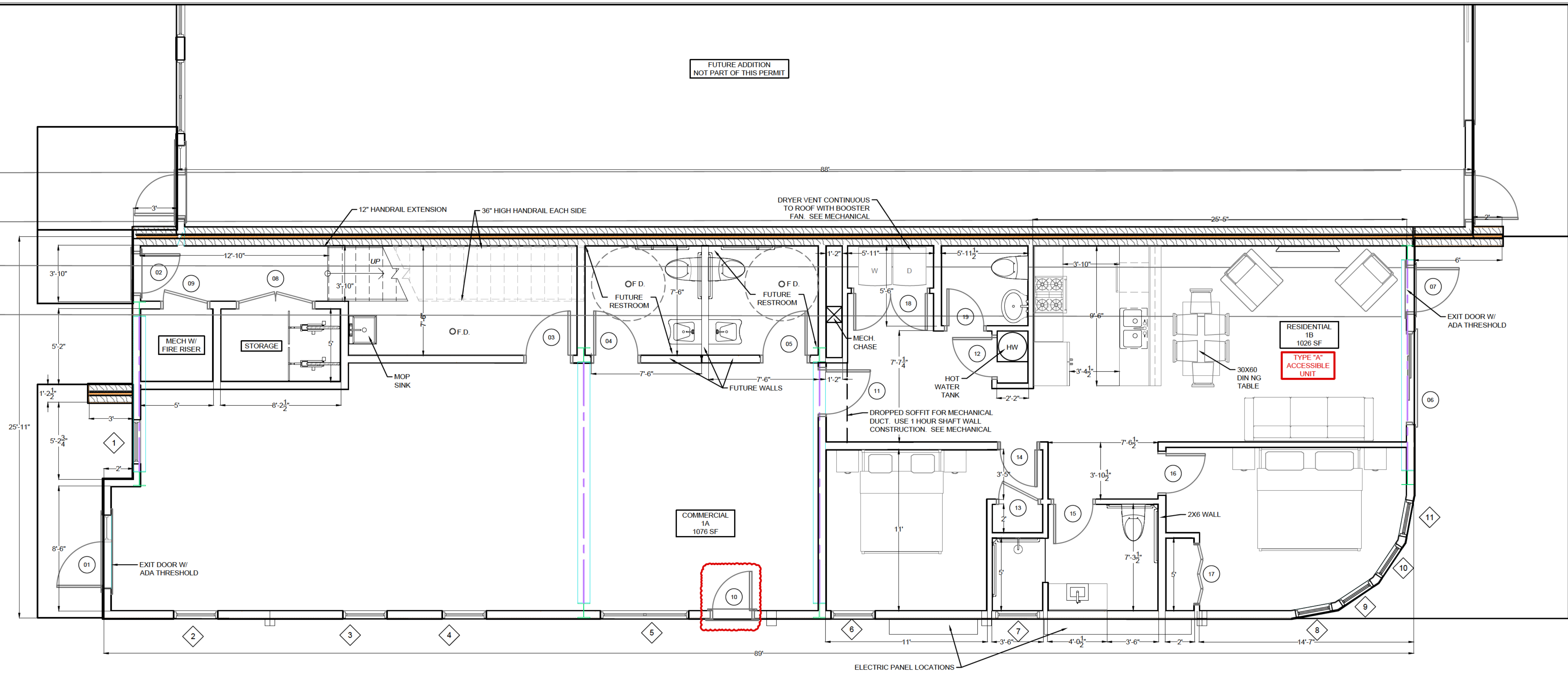
5) SHEET AN.01-AN.04 HAVE BEEN ADDED TO SUMMARIZE THE ACCESSIBLE DESIGN SPECIFICATION FOR EACH UNIT

Sheet Number	Sheet Title
	COVER SHEET
C.01	SITE PLAN
C.02	BUILDING HEIGHT ANALYSIS
A.01	CODE REVIEW NOTES
A.02	CONSTRUCTION NOTES
A.11	MAIN FLOOR PLAN
A.12	MIDDLE FLOOR PLAN
A.13	UPPER FLOOR PLAN
A.14	MAIN FLOOR CEILING PLAN
A.15	MIDDLE FLOOR CEILING PLAN
A.16	UPPER FLOOR CEILING PLAN
AN.01	ACCESSIBILITY NOTES AND LEGEND
AN.02	MAIN FLOOR ACCESSIBILITY
AN.03	MIDDLE FLOOR ACCESSIBILITY
AN.04	UPPER FLOOR ACCESSIBILITY
F.01	FIRE RATED ASSEMBLIES
F.02	MAIN FLOOR FIRE RATING
F.03	MIDDLE FLOOR FIRE RATING
F.04	UPPER FLOOR FIRE RATING
A.21	ELEVATIONS
A.22	ELEVATIONS
A.23	PERSPECTIVES
A.24	PERSPECTIVES
A.31	SECTIONS
A.32	SECTIONS
A.33	SECTIONS
A.34	SECTIONS
S.01	STRUCTURAL NOTES
S.02	FOUNDATION PLAN
S.03	MIDDLE FRAMING PLAN
S.04	UPPER FRAMING PLAN
S.05	ROOF PLAN
S.06	CONSTRUCTION DETAILS
S.07	CONSTRUCTION DETAILS
S.08	CONSTRUCTION DETAILS
S.09	CONSTRUCTION DETAILS
P.01	PLUMBING, LEGEND SCHEDULES & DETAILS
P.02	PLUMBING ISOMETRICS & DETAILS
P.10	UNDERGROUND/FOUNDATION PLUMBING PLAN
P.11	MAIN FLOOR PLUMBING PLAN
P.12	MIDDLE FLOOR PLUMBING PLAN
P.13	UPPER FLOOR PLUMBING PLAN
M.01	MECHANICAL SPECIFICATIONS
M.02	MECHANICAL SCHEDULES
M.11	MAIN FLOOR MECHANICAL PLAN
M.12	MIDDLE FLOOR MECHANICAL PLAN
M.13	UPPER FLOOR MECHANICAL PLAN
E0.0	ONELINE, NOTES, AND SCHEDULES
E0.1	ELECTRICAL SCHEDULES
E1.0	POWER PLAN - MAIN LEVEL
E2.0	ENLARGED UNIT ELECTRICAL PLAN - MIDDLE LEVEL
E2.1	ENLARGED UNIT ELECTRICAL PLAN - UPPER LEVEL
E2.2	ELECTRICAL ACCESSIBILITY DETAILS

THE MAYFLY HATCH

SALIDA, COLORADO

PLANS FOR CONSTRUCTION 3/21/2023



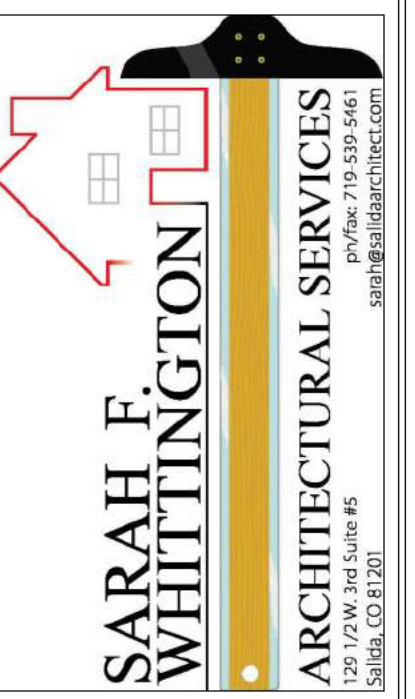
DOOR AND FRAME SCHEDULE				
MARK	DOOR SIZE		SWING	NOTES
	WD	HGT		
1	5'-0"	8'-0"	LEFT	3'-0" WIDE WITH SIDELIGHT
2	3'-0"	6'-10"	LEFT	---
3	3'-0"	6'-10"	RIGHT	---
4	3'-0"	6'-10"	LEFT	MINIMUM 32" CLEAR OPENING
5	3'-0"	6'-10"	RIGHT	MINIMUM 32" CLEAR OPENING
6	6'-0"	6'-10"	RIGHT	---
7	3'-0"	6'-10"	LEFT	---
8	5'-0"	6'-10"	SLIDER	60 MINUTE FIRE RATED
9	3'-0"	6'-10"	RIGHT	60 MINUTE FIRE RATED
10	3'-0"	6'-10"	RIGHT	45 MIN. FIRE RATED
11	3'-0"	6'-8"	LEFT	---
12	3'-0"	6'-10"	RIGHT	---
13	2'-8"	6'-8"	RIGHT	---
14	2'-6"	6'-8"	LEFT	---
15	2'-8"	6'-8"	RIGHT	---
16	2'-8"	6'-8"	LEFT	---
17	4'-0"	6'-8"	NA	---
18	5'-0"	6'-8"	NA	---
19	2'-6"	6'-8"	LEFT	---

WINDOW SCHEDULE						
MARK	SIZE		Head Height	Sill Height	TYPE	NOTES
	Width	HEIGHT				
1	3'-0"	6'-0"	8'-0"	2'-0"	CASEMENT	---
2	3'-0"	6'-0"	8'-0"	2'-0"	CASEMENT	---
3	3'-0"	6'-0"	8'-0"	2'-0"	CASEMENT	---
4	3'-0"	6'-0"	8'-0"	2'-0"	CASEMENT	---
5	6'-0"	6'-0"	8'-0"	2'-0"	DOUBLE CASEMENT	---
6	3'-0"	6'-0"	8'-0"	2'-0"	CASEMENT	EGRESS
7	3'-0"	2'-0"	8'-0"	6'-0"	AWNING	EGRESS
8	2'-6"	6'-0"	8'-0"	2'-0"	CASEMENT	EGRESS
9	2'-6"	6'-0"	8'-0"	2'-0"	PICTURE	---
10	2'-6"	6'-0"	8'-0"	2'-0"	PICTURE	---
11	2'-6"	6'-0"	8'-0"	2'-0"	CASEMENT	EGRESS

PROVIDE TEMPERED GLAZING AS REQUIRED PER 2015 IBC SECTION 2406 SAFETY GLAZING

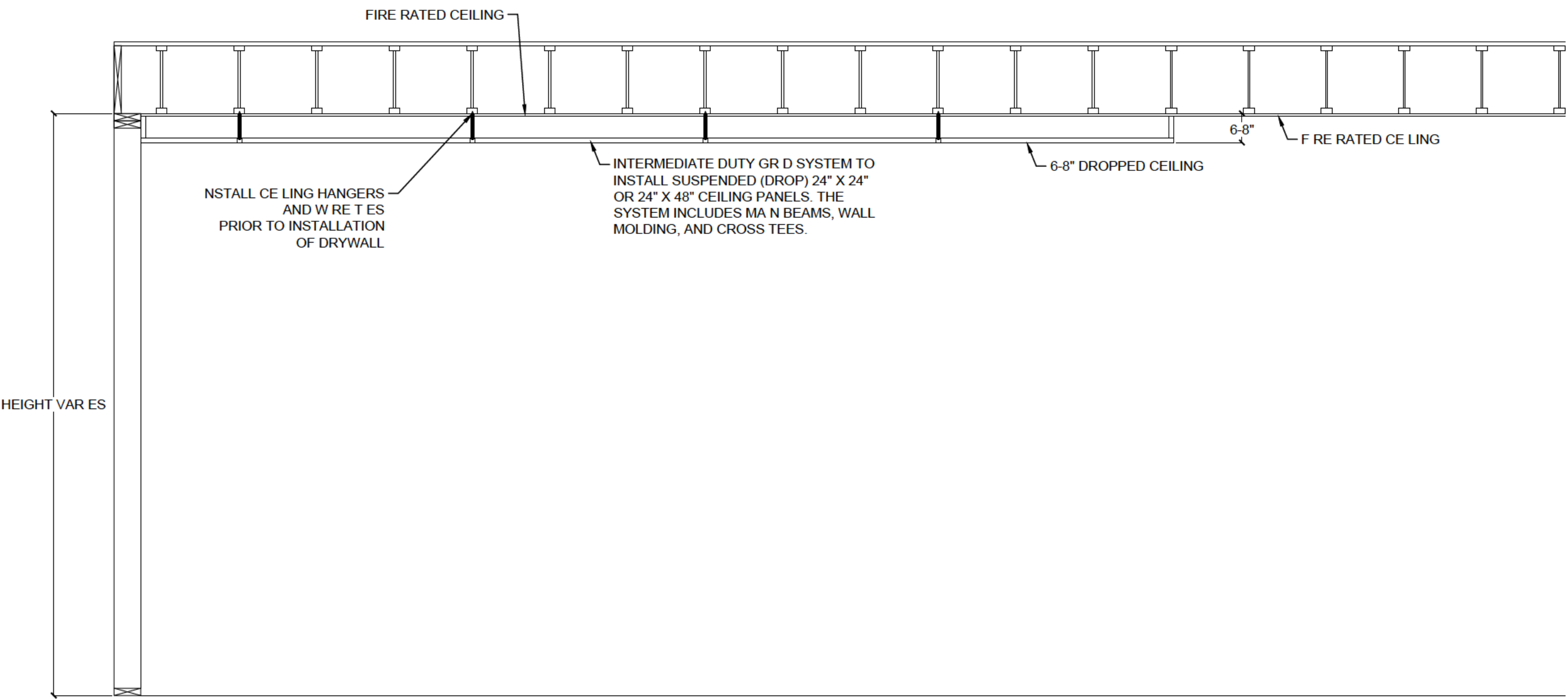
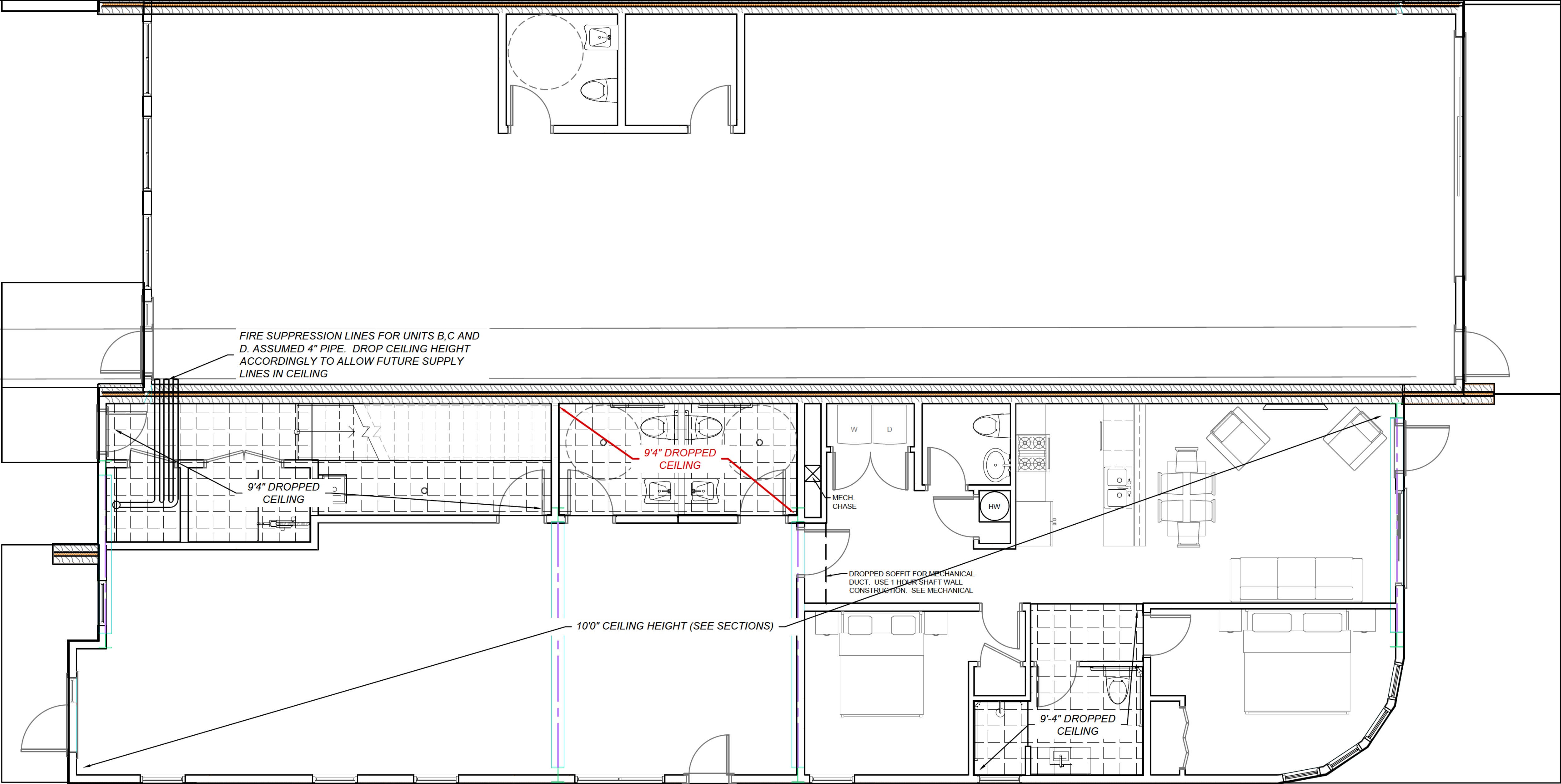
- NOTES:
1. MAIN FLOOR AREA = 2245 SF
 2. SEE SHEETS AN 01 AND AN 02 FOR ACCESSIBILITY ELEVATIONS AND NOTES
 3. SEE SHEETS F 01 AND F 02 FOR FIRE RATING NOTES AND ASSEMBLIES

DATE: 3/21/2023
SCALE:
1/4" = 1'-0"
SALIDA,
COLORADO



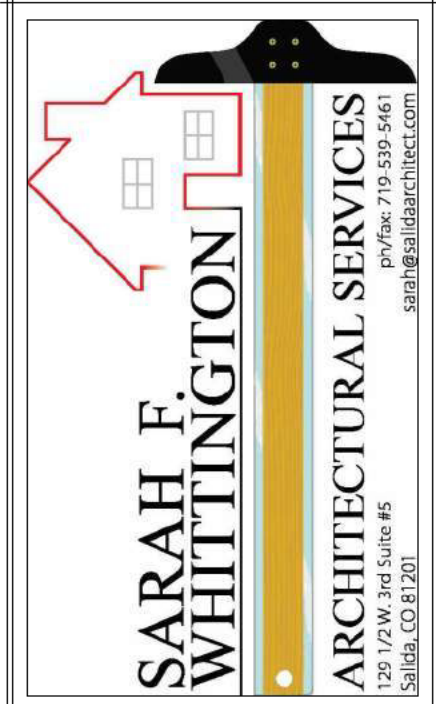
THE MAYFLY HATCH
MAIN FLOOR PLAN
PLANS FOR CONSTRUCTION

A.11



DROPPED CEILING DETAIL

DATE: 3/21/2023
SCALE:
1/4" = 1'-0"
SALIDA,
COLORADO



THE MAYFLY HATCH
MAIN FLOOR CEILING PLAN
PLANS FOR CONSTRUCTION



Colorado Secretary of State

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 Lucky Penny Group LLC

The principal office street address is 110 River Ridge Ln
Salida CO 81201
US

The principal office mailing address is 110 River Ridge Ln
Salida CO 81201
US

The name of the registered agent is Sara Walsh

The registered agent's street address is 110 River Ridge Ln
Salida CO 81201
US

The registered agent's mailing address is 110 River Ridge Ln
Salida CO 81201
US

The person above has agreed to be appointed as the registered agent for this entity.

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

Sara Walsh
110 River Ridge Ln
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

Sara Walsh
110 River Ridge Ln
Salida CO 81201
US

EXHIBIT D: CERTIFICATE OF GOOD STANDING

**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,

Lucky Penny Group LLC

is a

Limited Liability Company

formed or registered on 11/03/2023 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 20238170461 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/02/2024 that have been posted, and by documents delivered to this office electronically through 08/05/2024 @ 10:40:53 .

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 08/05/2024 @ 10:40:53 in accordance with applicable law. This certificate is assigned Confirmation Number 16269101 .



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 website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

EXHIBIT E: OPERATING AGREEMENT

OPERATING AGREEMENT OF LIBERTY HALL BAR, LLC

A Colorado Limited Liability Company

THIS OPERATING AGREEMENT ("Agreement") is made and entered into as of 21st day of January 2024, by and among Liberty Hall Bar, LLC a Colorado Limited Liability Company (the "Company") and Emmie Hayes and Sara Walsh, executing this Agreement as the Managing Members of the Company (the "Managing Members") and Thomas Hayes and Joseph Walsh as non-managing Members of the Company (collectively, The Members) hereby states as follows:

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Organization.

1. Formation of LLC.

The Members have formed a Colorado Limited Liability Company named Lucky Penny Group, LLC by filing the Articles of Organization with the office in the State of Colorado on January 18th, 2024. The operation of the Company shall be governed by the terms of this Agreement and the applicable laws of the State of Colorado relating to the formation, operation and taxation of a LLC, which set out the guidelines and procedures for the formation and operation of a LLC hereinafter collectively referred to as the "Statutes." To the extent permitted by the Statutes, the terms and provisions of this Agreement shall control in the event there is a conflict between the Statutes and this Agreement.

2. Purposes and Powers.

a) The purposes of the Company shall be:

- (i) To open and operate a bar/hospitality establishment; and**
- (ii) To acquire real estate necessary to open and operate such bar/hospitality establishment; and**
- (iii) To perform or engage in any and all activities and/or businesses for which limited liability companies may be engaged under the Statutes.**

b) The Company shall have all powers necessary and convenient to effect any purpose for which it is formed, including all powers granted by the Statutes.

3. Duration.

The Company shall continue in existence until dissolved, liquidated or terminated in accordance with the provisions of this Agreement and, to the extent not otherwise superseded by this Agreement, the Statutes.

4. Registered Office and Resident Agent.

The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles of Organization/Certificate of Organization or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Statutes, or, if different from the Statutes, in accordance with the provisions of this Agreement. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor agent.

5. Capital Contributions and Distributions.

Members may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Members shall determine. The Members shall not be obligated to make any Capital Contributions, unless mutually agreed upon by both Members. The Members may take distributions of the capital from time to time in accordance with their respective percentage of ownership of the LLC, or as otherwise mutually agreed upon in writing by both parties.

Initial ownership allocation shall be thirty percent (30%) to each Managing Member and twenty percent (20%) to each non-Managing Member. Collectively, the Managing Members shall initially own sixty percent (60%) of Company and non-Managing members shall initially own forty percent (40%) of Company.

Initial capital contributions made by each Member shall be determined within twelve (12) months of executing this operating agreement. Ownership allocations may be amended or modified upon mutual agreement of the Members based on on-going capital contributions by each Member and time and effort contributed to the opening and operation of the business by each Member.

Members will meet monthly and review capital contributions and time and effort and determine whether any adjustments to ownership allocations are appropriate.

Distributions may be taken quarterly and Members will meet quarterly to review financial books and records and determine whether or not distributions will be made to Members based on their ownership allocations.

6. Books, Records and Accounting.

- a) Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.
- b) Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year with an ending month of December.

7. Member's Capital Accounts.

A Capital Account for the Members shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

Members may at any time be employed by the Company upon executing a separate Employment Agreement, which will detail any salary due to Member separate from the Member's Capital Account for the Company.

8. U.S. Federal / State Income Tax Treatment.

The Members intend that the Company shall be taxed as a partnership in accordance with the provisions of the Internal Revenue Code. Any provisions herein that may cause the Company not to be taxed as a partnership shall be inoperative.

9. Rights, Powers and Obligations of Members.

- a. Authority. Sara Walsh and Emmie Hayes, as the managing members of the Company and Joseph Walsh and Thomas Hayes, as non-managing Members, have the authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company.
- b. Liability to Third Parties. The Members shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court.
- c. Rights, Powers and Obligations of Manager.

- d. The Company is organized as a "member-managed" limited liability company.
- e. The Members are designated as the initial managing and non-managing Members.
- f. Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Members shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Members may determine.

- g. Other Activities.

Except as limited by the Statutes, the Members may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

10. Limitation of Liability; Indemnification.

- a) Limitation of Liability and Indemnification of Member.

- i. The Members (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Members) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Members by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Members of, or the omission by the Members to perform, any act which the Members reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of

law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Members.

ii. The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Members harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Members (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Members which gave rise to the action against the Members is indemnifiable under the standards set forth in Section 10(i).

iii. Upon application, the Members shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Members that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Members to repay such advances to the Company, without interest, if the Members is Judicially Determined not to be entitled to indemnification under Section 10(a)(b).

iv. All rights of the Members to indemnification under this Section 10(a) shall (i) be cumulative of, and in addition to, any right to which the Members may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Members.

v. The termination of any Claim or threatened Claim against the Members by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Members not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

11. Death, Disability, Dissolution.

- a. Death of Members. Upon the death of a Member, such deceased Member's ownership allocation shall revert to that Member's immediate

next of kin, provided that next of kin is at least twenty-one (21) years of age at the time of Member's death. If Member does not have any next of kin meeting such age requirement, then Member's ownership allocation shall revert to the surviving Member.

- b. Disability of Member. Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.
- c. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of:
 - i. At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement.
 - ii. The determination by the Members that the Company shall be dissolved.

12. Miscellaneous Provisions.

- a. Article Headings. The Article headings and numbers contained in this Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.
- b. Entire Agreement. This Agreement constitutes the entire agreement between the Member and the Company. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.
- c. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- d. Amendment. This Agreement may be amended or revoked at any time by a written document executed by the Member.
- e. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

- f. Governing Law. This Agreement is being executed and delivered in the State of Colorado and shall be governed by, construed and enforced in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the Members have hereunto set such Member's hand as of the day and year first above written.

Emmie Hayes

Managing Member's Signature/Date: Emmie Hayes 1/22/24

Print Name: Emmie Hayes

Sara Walsh

Managing Member's Signature/Date: Sara Walsh

Print Name: 1/23/23

Thomas Hayes

Member's Signature/Date: THH 1/22/24

Print Name: Thomas Hayes

Joseph Walsh

Member's Signature/Date: [Signature]

Print Name: JOSEPH WALSH