

**RETAIL LIQUOR OR 3.2 BEER  
 LICENSE RENEWAL APPLICATION**

Fees Due	
Renewal Fee	312.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

PIEDRA PEAK GENERAL STORE  
 PO BOX 1935  
 ARBOLES CO 81121

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>PIEDRA PEAK GENERAL STORE LLC</b>		DBA <b>PIEDRA PEAK GENERAL STORE</b>		
Liquor License # <b>14-72951-0000</b>	License Type <b>Liquor Store (county)</b>	Sales Tax License # <b>14729510000</b>	Expiration Date <b>05/01/2019</b>	Due Date <b>03/17/2019</b>
Operating Manager <b>Joshua L. Wagner</b>	Date of Birth [REDACTED]	Home Address <b>682 Navajo Rd., Pagosa Springs CO 81147</b>		
Manager Phone Number <b>970-317-4155</b>		Email Address <b>joshwagn@aol.com</b>		
Street Address <b>53 COUNTY ROAD 982 ARBOLES CO 81121</b>				Phone Number <b>9708832505</b>
Mailing Address <b>PO BOX 1935 ARBOLES CO 81121</b>				

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease 05.31.2020
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  
 YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>Joshua L. Wagner</b>	Title <b>Owner/Member</b>
Signature <i>Joshua L. Wagner</i>	Date <b>2/8/19 rec'd Ed</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For	Date
Signature	Title
	Attest

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

Piedra Peak General Store LLC

is a

Limited Liability Company

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/07/2019 that have been posted, and by documents delivered to this office electronically through 02/08/2019 @ 13:23:05 .

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 02/08/2019 @ 13:23:05 in accordance with applicable law. This certificate is assigned Confirmation Number 11381012 .



*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."*

## **Net Lease**

### **1. Names**

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

### **2. Premises Being Leased**

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

53 County Road 982

Arboles, Colorado 81121

### **3. Term of Lease**

This lease begins on March 21, 2019 and ends on May 31, 2020.

### **4. Rent**

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

Tenant will pay rent of \$1,600 per month for the entire term of the lease. Rent will remain the same for the entire term of the lease.

### **5. Option to Extend Lease**

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

Rent will remain the same.

Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. To exercise this option, Tenant must give Landlord written notice on or before May 1, 2020.

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

Tenant may exercise this additional option only if Tenant is in substantial compliance with the terms of this lease. To exercise this option, Tenant must give Landlord written notice on or before May 1, 2021.

#### **6. Improvements by Landlord**

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

#### **7. Improvements by Tenant**

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

#### **8. Tenant's Use of Premises**

Tenant will use the premises for the following business purposes:

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

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

#### **9. Landlord's Representations**

Landlord represents that:

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

## **10. Utilities and Services**

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

## **11. Maintenance and Repairs**

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

## **12. Insurance**

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

## **13. Taxes**

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

#### **14. Subletting and Assignment**

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

#### **15. Damage to Premises**

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

#### **16. Notice of Default**

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

#### **17. Quiet Enjoyment**

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

#### **18. Eminent Domain**

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

#### **19. Holding Over**

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

#### **20. Disputes**

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

## **21. Additional Agreements**

There are no additional agreements.

## **22. Entire Agreement**

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

## **23. Successors and Assignees**

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

## **24. Notices**

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

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

## **25. Governing Law**

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

## **26. Counterparts**

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

## **27. Modification**

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

## **28. Waiver**

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

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

## **29. Severability**

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



LANDLORD

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

Dated: 2-4-19

By: 2-4-19 Joshua L. Wagner

Joshua L. Wagner  
Member/Owner

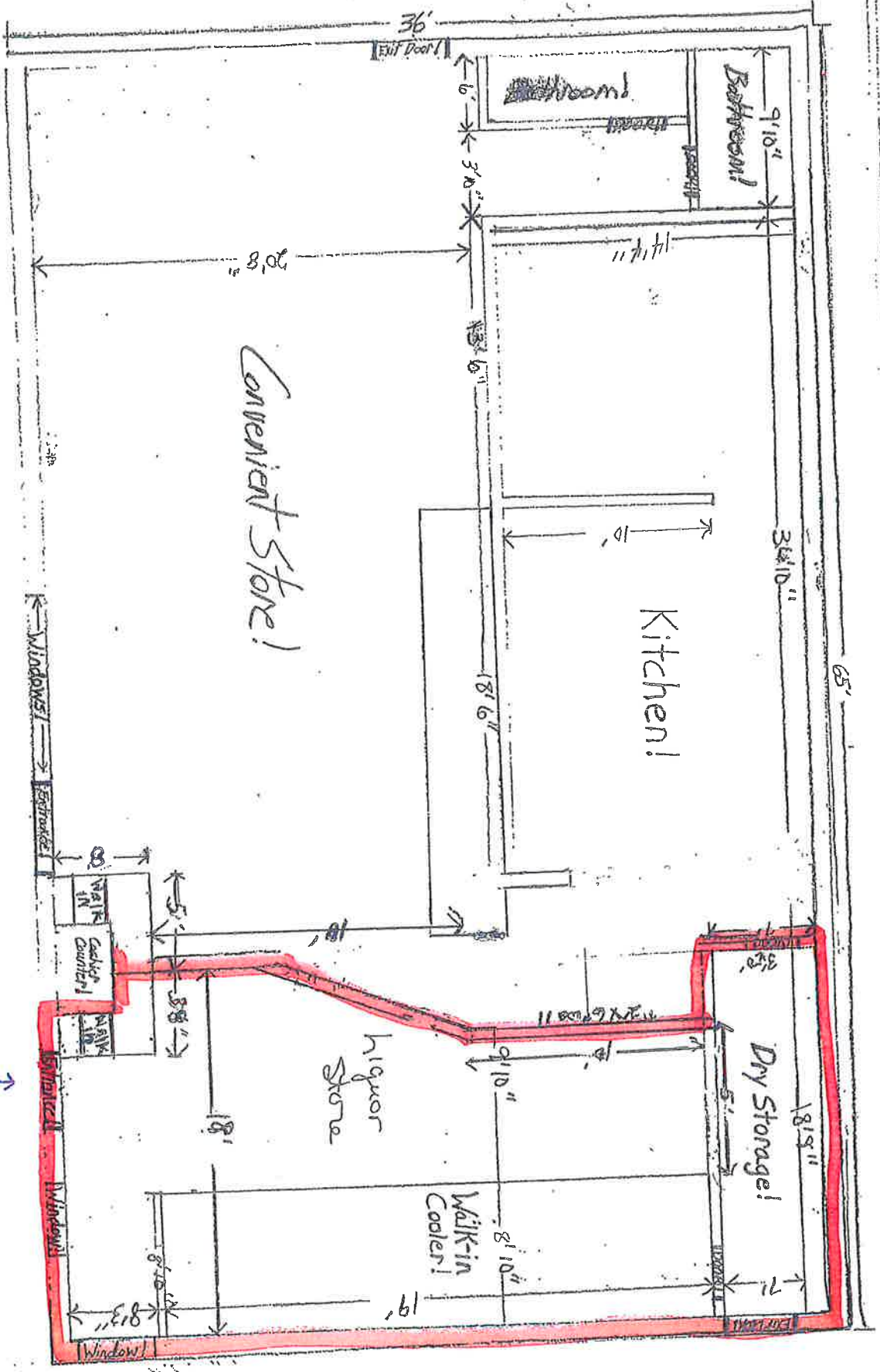
TENANT

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

Dated: 2-4-19

By: Joshua L. Wagner

Joshua L. Wagner  
Member/Owner



Separate Entrance  
 Interior public  
 no connection to  
 Store on the left