



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, November 7, 2023 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the October 31, 2023, meeting.

Acknowledge receipt of the Landfill Supervisor's Report for the month of September, 2023.

Unfinished Business

New Business

Consideration of the approval of Change Order #1 Contract between Logan County and Buildings By Design, LLC for the Logan County Community Center which will reduce the cost of the contract by \$16,818.28. The Contract Time will be changed by 29 Calendar Days.

Consideration of the approval of an application for Transfer of Ownership of a Hotel and Restaurant Liquor License from Northeastern 18 dba Sky Ranch Golf & Grill to Anjato Enterprises LLC dba Hot Spot Smokehouse at 17408 Highway 14, Sterling, Colorado.

Consideration of the approval of an application for a Temporary Hotel and Restaurant Liquor License on behalf of the Hot Spot Smokehouse at 17408 Highway 14, Sterling, Colorado.

Other Business

Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, November 21, 2023 at 9:30 a.m. at the Logan County Courthouse.

County Offices will be closed on Friday, November 10, 2023 in observance of Veteran's Day which falls on Saturday, November 11, 2023

Executive Session as Needed
Adjournment

October 31, 2023

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Jerry A. Sonnenberg	Chairman
Joseph A. McBride	Commissioner
Mike Brownell	Commissioner

Also present:

Alan Samber	Logan County Attorney
Jennifer Crow	Logan County Administrative Support Specialist
Debbie Unrein	Logan County Finance/Budget Officer
Marilee Johnson	Logan County Public Information Officer
Jerry Casebolt	Logan County Emergency Manager
Rob Quint	Logan County Planning Coordinator
Dave Barber	
Marc Reck	
Tom Kiel	
Jeff Rice	Journal Advocate

Chairman Sonnenberg called the meeting to order at 9:30 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Sonnenberg asked if there were any revisions for the agenda. Hearing none, Chairman Sonnenberg continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the October 17, 2023, meeting.
- Acknowledge receipt of the Sheriff's Fee report for the month of September 2023.

Commissioner Brownell moved to approve the Consent Agenda. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg continued with New Business:

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval Resolution 2023-32 and an application for Subdivision Exemption on behalf of Wernsman Family Farms LLC to create a 27.01-acre parcel from a 633-acre parcel in an Agricultural (A) zone district in the Northwest Quarter (NW1/4) of Section 16, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado for use as a residence. Chairman Sonnenberg, seeing no public comment, closed the public hearing testimony phase.

Commissioner Brownell moved to approve Resolution 2023-32 and an application for Subdivision Exemption on behalf of Wernsman Family Farms LLC to create a 27.01-acre parcel from a 633-acre parcel in an Agricultural (A) zone district in the Northwest Quarter (NW1/4) of Section 16, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado for use as a residence. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval Resolution 2023-33 and an application for Subdivision Exemption on behalf of Wernsman Family Farms LLC to create Tract 1 with 13.60 acres and Tract 2 with an 8.37-acre parcel in an Agricultural (A) zone district in the Southwest Quarter (SW1/4) of Section 10, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado. Chairman Sonnenberg, seeing no public comment, closed the public hearing testimony phase.

Commissioner McBride moved to approve Resolution 2023-33 and an application for Subdivision Exemption on behalf of Wernsman Family Farms LLC to create Tract 1 with 13.60 acres and Tract 2 with an 8.37-acre parcel in an Agricultural (A) zone district in the Southwest Quarter (SW1/4) of Section 10, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval Resolution 2023-34 approving the application of David Barber and SJS LLC. to vacate Subdivision Exemption Plat No. 2016-13, recorded at Reception No. 729621, Book 1017, Page 794, of the records of the records of the Logan County Clerk and Recorder, to create a 1.93-acre parcel, more or less, from a 6.93-acre tract in the AG Agricultural Zone described as parcel of land in the Northwest Quarter (NW1/4) of Section 21, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado. Chairman Sonnenberg, seeing no public comment, closed the public hearing testimony phase.

Commissioner Brownell moved to approve Resolution 2023-34 approving the application of David B. Barber and SJS LLC to vacate Subdivision Exemption Plat No. 2016-13, recorded at Reception No. 729621, Book 1017, Page 794, of the records of the records of the Logan County Clerk and Recorder, to create a 1.93-acre parcel, more or less, from a 6.93-acre tract in the AG Agricultural Zone described as parcel of land in the Northwest Quarter (NW1/4) of Section 21, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval Resolution 2023-35 and an application for Subdivision Exemption on behalf of David B. Barber and SJS, LLC to create two parcels, consisting of Tract 1 with 2.18 acres and Tract 2 with 4.75 acres more or less, subdivided from a 6.93 acre parcel in an Agricultural (A) zone district located in the NW1/4 of Section 21, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado. Chairman Sonnenberg, seeing no public comment, closed the public hearing testimony phase.

Commissioner McBride moved to approve of a Resolution 2023-35 and an application for Subdivision Exemption on behalf of David B. Barber and SJS, LLC to create two parcels, consisting of Tract 1 with 2.18 acres and Tract 2 with 4.75 acres more or less, subdivided from a 6.93 acre parcel in an Agricultural (A) zone district located in the NW1/4 of Section 21, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of a Quitclaim Deed for the sale of Tract D, Block 3, Blue Bird Acre Tracts, also known by street address as 1619 South 6th Avenue, Sterling, CO 80751 to Northeast Colorado Association of Local Governments for the sum of \$155,000.00. Chairman Sonnenberg, seeing no public comment, closed the public hearing testimony phase.

Commissioner McBride moved to approve of a Quitclaim Deed for the sale of Tract D, Block 3, Blue Bird Acre Tracts, also known by street address as 1619 South 6th Avenue, Sterling, CO 80751 to Northeast Colorado

Association of Local Governments for the sum of \$155,000.00. Commissioner Brownell seconded, and the motion carried 3-0.

Other Business

The next regular meeting will be scheduled for Tuesday, November 7, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned, at 9:39 a.m.

Submitted by:

Jennifer Crow
Logan County Administrative Support Specialist

Approved: November 7, 2023

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Jerry A. Sonnenberg, Chairman

Attest:

Logan County Clerk & Recorder

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751

(970)522-8657 Fax---(970)522-1995

FOR OCT 2023		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
City of Sterling Clean-up	SFCC	162.85	@ \$1.17	\$190.53
City of Sterling Packers	SF	489.11	@ \$23.17	\$11,332.68
City of Sterling Dump Trucks	CL	70.88	@ \$23.17	\$1,642.29
General Public		26.05	@ \$23.17	\$603.58
Commerial (Packers & Roll Offs)	C	744.48	@ \$23.17	\$17,249.60
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON	2.01	@ \$36.17	\$72.70
Industrial Waste	All other ID	557.56	@ \$36.17	\$20,166.95
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	64.66	@ \$46.34	\$2,996.34
Industrial Waste Out of County	IDOC	12.45	@ \$72.34	\$900.63
Rural Free Certificates	NC	93.73	NC	
All County Vehicles	NCC	5.95	NC	
TOTAL TONS		2229.73		
\$10.00 MINIMUM DIFFERENTIAL				\$682.21
\$20.00 MINIMUM DIFFERENTIAL				\$29.52
E-Waste Recycling		8		\$55.00
E-Waste Recycling	NCEW	1	NC	
GEW (Government E-Waste)			LB. \$0.15	\$0.00
Recycled E-Waste (Landfill)	REW			
Outgoing Recycled Tires/Metal/Wood		3.59		
Car Tires (CHG)		49	@ \$5.00	\$245.00
Truck Tires (CHG)		5	@ \$8.00	\$40.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)			@ \$12.00	\$0.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (RBT)			NC	
Appliances (CHG)		7	@ \$5.00	\$35.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized Loads	CHG		@ \$10.00	\$0.00
Total # of Vehicles		944		
TOTAL OC & IDOC				\$3,926.50
TOTAL IN COUNTY				\$52,315.54
GRAND TOTAL				\$56,242.04

SIGNED BY: Henry Christy
 DATE: 11/01/23

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Oct-23	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	301.08	941.88	\$7,971.23
CHARGE	1205.81	2435.16	\$34,938.79
CITY OF STERLING	722.84	1488.74	\$13,332.02
TOTAL	2229.73	\$4,865.78	\$56,242.04
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)	3.59		
RECYCLED METAL (BOHM)			
RECYCLED TIRES			
RECYCLED EWASTE (LF)			
GRAND TOTAL TNS	2233.32		

SIGNED BY: *Sherry Berry*
 DATE: *11/01/23*

CHANGE ORDER

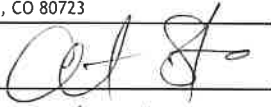
PROJECT: Logan County Community Center ADDRESS: 1120 Pawnee Avenue Sterling, CO 80751	CONTRACT INFORMATION: Contract For: Buildings By Design, LLC Date: 07/18/2023	CHANGE ORDER INFORMATION: Change Order Number: 1 Date:
OWNER: Logan County ADDRESS:	ARCHITECT: Cairn Design ADDRESS: N/A	Contractor: Buildings By Design ADDRESS: 18163 MCR 26 Brush, CO 80723

THE CONTRACT IS CHANGED AS FOLLOWS:

* During the open-hole inspection of the foundations, it was discovered that the groundwater noted on the Geo Report is in fact more shallow than originally found. Due to the shallow groundwater, scarifying, drying out, and/or reworking the over-excavated subgrades is not recommended as stated on the GEO Report provided by Earth Engineering Consultants (EEC). Per RFI #2 EEC has recommended us to perform additional overexcavation, import of additional class 57 material and place GEO Grid fabric to help stabilize the soils. Due to the unforeseen conditions, we are requesting (29) no cost days to be added to our contract, to make up for the lost time.

The original (Contract Sum) (Guaranteed maximum Price) was	\$	2,921,238.00
Net change by previously authorized Change orders	\$	-
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	\$	2,921,238.00
The (Contract Sum) (Guaranteed maximum price) will be decreased by this Change Order in the amount of	\$	(16,818.28)
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	\$	2,904,419.72
The Contract Time will be changed by	(29) Calendar Days	
The new date of Final Completion will be		6/13/2023

NOTE: This summary does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

N/A	Buildings By Design	Logan County
OWNER'S REP	CONTRACTOR	OWNER
N/A	18163 MCR 26	1120 Pawnee Ave.
Address	Address	Address
N/A	Brush, CO 80723	Sterling, CO 80751
BY: N/A	BY: 	BY:
DATE: N/A	DATE: 10/06/2023	DATE:



CHANGE ORDER PROPOSAL

(enter information ONLY in YELLOWED cells)

Change Order Proposal No. 1 Date: 10/6/2023
 General Contractor Buildings By Design, LLC
 Architect N/A
 Institution or Agency Logan County
 Project No./Name Logan County Community Center

Work Changes Proposal Request No: 1 Date: 10/6/2023
 Description of Work: (enter into text box)

* During the open-hole inspection of the foundations, it was discovered that the groundwater noted on the Geo Report is in fact more shallow than originally found. Due to the shallow groundwater, scarifying, drying out, and/or reworking the over-excavated subgrades is not recommended as stated on the GEO Report provided by Earth Engineering Consultants (EEC). Per RFI #2 EEC has recommended us to perform additional overexcavation, import of additional class 57 material and place GEO Grid fabric to help stabilize the soils. Due to the unforeseen conditions, we are requesting (29) no cost days to be added to our contract, to make up for the lost time.

PART I - WORK PERFORMED BY CONTRACTOR			
Line 1. Direct Labor, Equipment and Materials Costs	\$	<u>0.00</u>	
PART I - TOTAL CONTRACTOR'S L, E & M COSTS (Line 1)			Part I \$ <u>0.00</u>
PART II - WORK PERFORMED BY SUBCONTRACTOR			
Line 2. Stoneridge Excavation	\$	<u>29,796.00</u>	
Line 3. Better Electric's Credit	\$	<u>(48,700.00)</u>	
Line 4.	\$		
Line 5.	\$		
Line 6.	\$		
Line 7.	\$		
Line 8.	\$		
Line 9.	\$		
Line 10.	\$		
Line 11.	\$		
Line 12.	\$		
PART II - TOTAL CONTRACTOR SUBCONTRACTOR COSTS (Line 2-12)			Part II \$ <u>(18,904.00)</u>
PART III - CONTRACTOR'S GENERAL CONDITIONS			
Line 13. Contractor's General Conditions (\$/Working Day) ((\$ -) x Part VIII)	\$	<u>0.00</u>	
Line 14. PART III - TOTAL CONTRACTOR GENERAL CONDITIONS (Line 13)			Part III \$ <u>0.00</u>
PART IV - CONTRACTOR'S OVERHEAD & PROFIT			
Line 15. Contractor's Overhead & Profit (<u>7%</u>) x Part I & II Total	\$	<u>2,085.72</u>	
Line 16. PART IV - TOTAL CONTRACTOR OVERHEAD & PROFIT (Line 15)			Part III \$ <u>2,085.72</u>
PART V - SUBTOTAL C.O. PROPOSAL (Parts I, II, III and IV)			Part V (Subtotal) \$ <u>(16,818.28)</u>
PART VI - CONTRACTOR'S BOND COST (<u>1.000%</u>) x Part V			Part VI \$ <u>(168.18)</u>
PART VII - GRAND TOTAL CHANGE ORDER PROPOSAL (Sum of Totals: Parts IV, V, and VI)			Grand Total \$ <u>(16,986.46)</u>
PART VIII - CONTRACT TIME (WORKING DAYS CHANGED)			
		<input checked="" type="checkbox"/> EXTENDED	<input type="checkbox"/> NO CHANGE
		<input type="checkbox"/> REDUCED	<input type="checkbox"/> <u>29</u> Calendar Days
THE TIME OF COMPLETION MAY CHANGE BY THE WORKING DAYS INDICATED (ABOVE) FROM THE TOTAL NUMBER OF DAYS LISTED IN THE CONTRACTOR'S AGREEMENT TO COMPLETE THE ENTIRE PROJECT.			

CONTRACTOR'S CERTIFICATE:
 This is to certify that, to the best of my knowledge and belief, the cost/price data submitted in response to the listed C.O. Bulletin, are accurate, complete and current as of 1/21/22.

ARCHITECT/ENGINEER'S CERTIFICATE:
 This is to certify that I have analyzed the proposal and find, to the best of my knowledge and belief, that the proposal represents current, fair, factual and competitive cost/price data.

Firm: Buildings By Design, LLC

Firm: N/A

Name & title Austin Soto, Project Manager

Name & title N/A

Signature: [Signature]

Signature: N/A

*Date: 10/06/2023

Date: N/A

* The proposal shall remain in full force and effect for a period of 30 calendar days from date of signature.

Owner's Representative (Institution or Agency)

Owner (or Authorized Delegate)

Date: _____

Date: _____



Austin Soto <austin.soto@buildingsbydesign.com>

Revised footing quote

Steve Schmidt <stoneridge13@gmail.com>
To: Austin Soto <austin.soto@buildingsbydesign.com>

Fri, Sep 15, 2023 at 3:53 PM

Hi Austin,
Here is what I have come up with based on our discussion this morning.

Geo Grid Fabric 2 layers NX 750
Extra recycled concrete class 5
Extra Excavation 5' each side of footing
Labor and equipment to install Fabric and stone
Total. \$ 19,390

We could still go with the original plan of 6" of 3" minus then Fabric then 6" to 12" of 3/4 57 rock. It works out to be the same at 6" of 57 rock. If we need to go to 12" to stabilize then it will be more than the other option.

We could probably see the Fabric by Wednesday or Thursday of next week if I order first thing Monday.
Let me know your thoughts
Steve



Austin Soto <austin.soto@buildingsbydesign.com>

Fwd: Quote for Geogrid

Steve Schmidt <stoneridge13@gmail.com>
To: Austin Soto <austin.soto@buildingsbydesign.com>

Mon, Sep 18, 2023 at 1:09 PM

Hi Austin
The increase for 3/4 57 rock 12" deep over fabric is \$10,406.00.
Steve
[Quoted text hidden]



Electric, Inc.

PO Box 267
Sterling CO 80751

Estimate

Date	Estimate #
10/5/2023	69651-P
Phone: (970) 521-1030	

Name / Address
Buildings By Design 18163 MCR 26 Brush CO 80723

E-mail: betterelectric@kci.net
Web Site: www.betterelectric.com

Description	Location
Deductive cost to run power to new transformer.	1120 Pawnee Ave

Item	Description	Qty	Cost	Total
Bid	<p>Deductive cost to run power to new transformer in lieu of running to existing service.</p> <p>As of October 3, 2023 conversation with the State of Colorado inspector supervisor, installing a second transformer to an existing structure was approved.</p>	1	48,700.00	48,700.00

This is an estimate only, not a contract for services. This is an estimate only and does not include material price increases or additional labor or materials which may be required during the scope of the job. This estimate is good for 20 days from the date hereof. Better Electric, Inc., its officers and employees are not responsible for repair or replacement of any underground or customer-owned utilities which are not clearly marked or identified, or for any work done by any employee that is not first authorized by an agent of the company. Customer agrees to pay all amounts due within 30 days. Any outstanding balance over 30 days will accrue interest at the rate of 18% per annum. Customer agrees to pay all collection costs, including reasonable attorneys' fees, court costs and other expenses.

Total	\$48,700.00
Sales Tax (0.0%)	\$0.00

Acceptance: The above prices, specifications and conditions are satisfactory and are hereby accepted. Better Electric is authorized to do the work as specified.

Signature _____



General Contracting
 515 Industrial Park Rd
 Brush, Colorado 80723
 P: (970) 842-5837
 F: 719 213-2530

Project: 23-205 Logan County Community Center
 1120 Pawnee Ave
 Sterling, Colorado 80751
 P: (970) 520-9919

RFI #2: Foundation Subgrade Recommendations

Status	Open		
To	Steve Carpenter (JVA) Richard Cullip (Logan County Building & Grounds) Ken Caudle (Cairn Design)	From	Austin Soto (Buildings By Design)
Date Initiated	Sep 13, 2023	Due Date	Sep 20, 2023
Location		Project Stage	
Cost Impact	Yes (Unknown)	Schedule Impact	Yes (Unknown)
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From			
Copies To	Justin Reid (Buildings By Design)		

Activity

Question

Question from Austin Soto Buildings By Design on Wednesday, Sep 13, 2023 at 02:44 PM MDT

Reference: Sheets S-101, S-500, S-501, Geo Report, & Attached Email

During the open-hole inspection of the foundations, it was noted that the groundwater noted on the Geo Report is in fact more shallow than originally noted.

Due to the shallow groundwater, scarifying and drying out, and/or reworking the over-excavated subgrades is not recommended by Earth Engineering Consultants (EEC). Based on their observations, EEC has recommended the following:

1. Remove an additional 6 inches to accommodate 3-inch minus angular rock and/or recycled concrete. The 3-inch minus material should be "seated" into the over-excavated subgrade back to the original over-excavation subgrade (approximately 2 feet below the proposed foundation grades. Vibration should NOT be used when "seating" the place material. If a 3-inch minus material is not available, placement of a ¾" No. 57 rock could be considered.
2. Following placement of the preferred 3-inch minus material (or No. 57 rock if 3-inch minus material is not available), placement of an approved biaxial or triaxial geogrid reinforcement (per the manufacturer's recommendations) directly over the placed granular materials is recommended prior to continued backfilling. The geogrid should extend the entire width of the over-excavation trench extents and with appropriate overlap of geogrid (per the manufacturer's recommendations).
3. Following placement of the approved geogrid reinforcement, continued placement of No. 57 rock approximately 6 to 12 inches above the geogrid. Those materials should be placed in approximately 4 to 6-inch lifts and static compacted, preferably with a static smooth drum roller (no vibratory efforts).
4. A proof roll of the prepared subgrades as indicated above should be provided to determine the stability of the subgrades. Depending on the stability of the prepared subgrades, placement of approved structural fill (we understand plans are to use an imported Class 5 recycled concrete aggregate base) could be placed. If the subgrades are too unstable to achieve compaction of structural fill, continue placement of the No. 57 rock until stability and/or foundation subgrades have been achieved.

Please direct BBD on how they are to proceed.

Attachments

[Logan County Community Center Building Addition - GEO Report by EEC.pdf](#), [Logan County Community Center Addition - EEC Foundation Subgrade Recommendations.pdf](#)

Awaiting an Official Response

All Replies

Response from Ken Caudle Cairn Design on Tuesday, Sep 19, 2023 at 08:56 AM MDT

Cairn Design, LLC defers to EEC for the geotechnical recommendations.

Response from Steve Carpenter JVA on Wednesday, Sep 13, 2023 at 03:42 PM MDT

BBD - thanks for having EEC on-site. Their involvement is very helpful obviously. We (JVA - Structural Engineer) defer to EEC for all things Geotechnical based.

This needs to be an Owner based decision.

Thanks

Colorado Liquor Retail License Application

Uploaded to

Date	9/30/23
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 Movelt on

* Note that the Division will not accept cash Paid by check Paid online

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, Beer and Wine Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an Individual Limited Liability Company Association or Other
 Corporation 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
 Anjato Enterprises LLC FEIN Number
83-1145395

2a. Trade Name of Establishment (DBA) State Sales Tax Number
 Hot Spot Smokehouse 40634820-003-SLS Business Telephone
303-746-2969

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
 17408 Highway 14

City Sterling	County Logan	State CO	ZIP Code 80751
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4. Mailing Address (Number and Street) 515 Fairhurst St.	City or Town Sterling	State CO	ZIP Code 80751
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5. Email Address
 tonymeick@icloud.com

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

Present Trade Name of Establishment (DBA) Northeastern 18	Present State License Number 03-14107	Present Class of License Hotel/Rest - County	Present Expiration Date 01/25/24
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Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
<input type="checkbox"/> Application Fee for New License\$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50
<input type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,200.00	<input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00
<input checked="" type="checkbox"/> Application Fee for Transfer\$1,100.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00
Section B Liquor License Fees*	<input type="checkbox"/> Manager Registration - H & R\$30.00
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____	<input type="checkbox"/> Manager Registration - Tavern\$30.00
<input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____	<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$30.00
<input type="checkbox"/> Add Sidewalk Service Area.....\$75.00	<input type="checkbox"/> Manager Registration - Campus Liquor Complex\$30.00
<input type="checkbox"/> Arts License (City)\$308.75	<input type="checkbox"/> Optional Premises License (City).....\$500.00
<input type="checkbox"/> Arts License (County)\$308.75	<input type="checkbox"/> Optional Premises License (County)\$500.00
<input type="checkbox"/> Beer and Wine License (City).....\$351.25	<input type="checkbox"/> Racetrack License (City).....\$500.00
<input type="checkbox"/> Beer and Wine License (County).....\$436.25	<input type="checkbox"/> Racetrack License (County)\$500.00
<input type="checkbox"/> Brew Pub License (City)\$750.00	<input type="checkbox"/> Resort Complex License (City).....\$500.00
<input type="checkbox"/> Brew Pub License (County).....\$750.00	<input type="checkbox"/> Resort Complex License (County).....\$500.00
<input type="checkbox"/> Campus Liquor Complex (City)\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00
<input type="checkbox"/> Campus Liquor Complex (County)\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00
<input type="checkbox"/> Campus Liquor Complex (State).....\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00
<input type="checkbox"/> Club License (City).....\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00
<input type="checkbox"/> Club License (County)\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/> Distillery Pub License (City)\$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50
<input type="checkbox"/> Distillery Pub License (County)\$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (County)\$312.50
<input type="checkbox"/> Hotel and Restaurant License (City).....\$500.00	<input type="checkbox"/> Retail Liquor Store (City).....\$227.50
<input checked="" type="checkbox"/> Hotel and Restaurant License (County)\$500.00	<input type="checkbox"/> Retail Liquor Store (County)\$312.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00	<input type="checkbox"/> Tavern License (City).....\$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00	<input type="checkbox"/> Tavern License (County).....\$500.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50	<input type="checkbox"/> Vintners Restaurant License (City)\$750.00
	<input type="checkbox"/> Vintners Restaurant License (County).....\$750.00

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

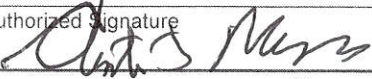
Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

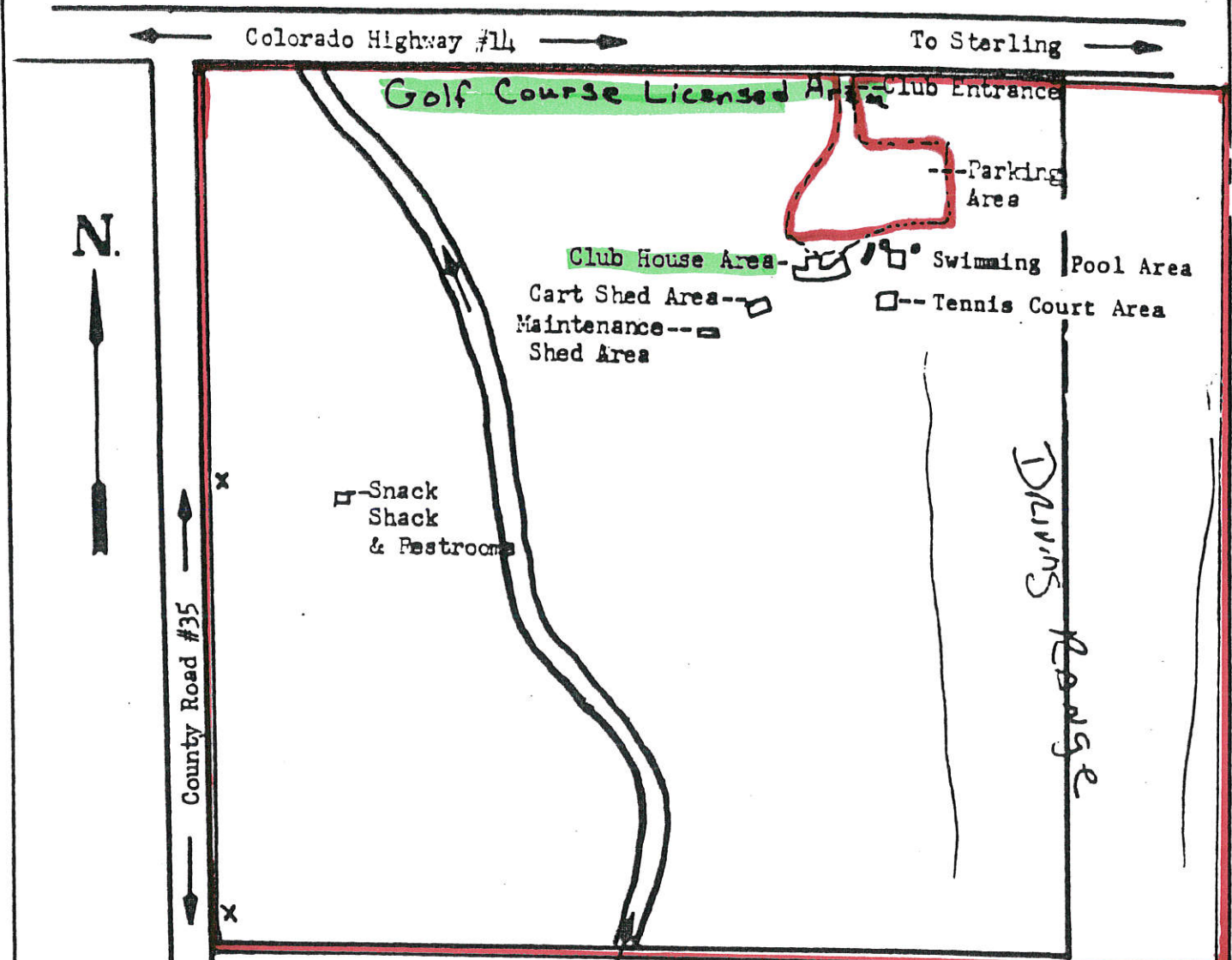
Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8½" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input checked="" type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with Identogo. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: Identogo – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$30.00 fee <input checked="" type="checkbox"/> B. If owner is managing, no fee required

Name Anjato Enterprises LLC	Type of License Hotel&Restaurant License	Account Number 40634820-003-SLS		
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):				
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"/>		or		
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 checked="" 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 checked="" type="checkbox"/>		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. 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 <u>current</u> financial interest in said business including any loans to or from a licensee.		<input checked="" type="checkbox"/> <input 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 type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Other (Explain in Detail) _____ Contract w Owners to do business on premises				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord	Tenant	Expires		
Sterling Golf Investments LLC	Anjato Enterprises LLC	08/28/26		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input checked="" type="checkbox"/> <input type="checkbox"/>		
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".				
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
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
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. 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.				

Name Anjato Enterprises LLC	Type of License Hotel&Restaurant License	Account Number 40634820-003-SLS		
19. 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? <input type="checkbox"/> <input checked="" type="checkbox"/> If "yes" a copy of license must be attached.				
20. 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?		Yes No <input type="checkbox"/> <input checked="" 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 checked="" 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 checked="" type="checkbox"/>		
21. 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 checked="" type="checkbox"/>				
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
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.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
23. 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		First Name of Manager		
24. 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 <input type="checkbox"/> <input checked="" type="checkbox"/>		
25. 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.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
26. 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 <input checked="" type="checkbox"/> <input type="checkbox"/>		
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.?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
27. 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 Andrew David Meick	Home Address, City & State 515 Fairhurst St, Sterling, CO 80751	DOB 07/15/77	Position Owner	%Owned 50
Name Anton James Meick	Home Address, City & State 16953 Inca St., Broomfield, CO 80023	DOB 07/24/73	Position Owner	%Owned 50
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

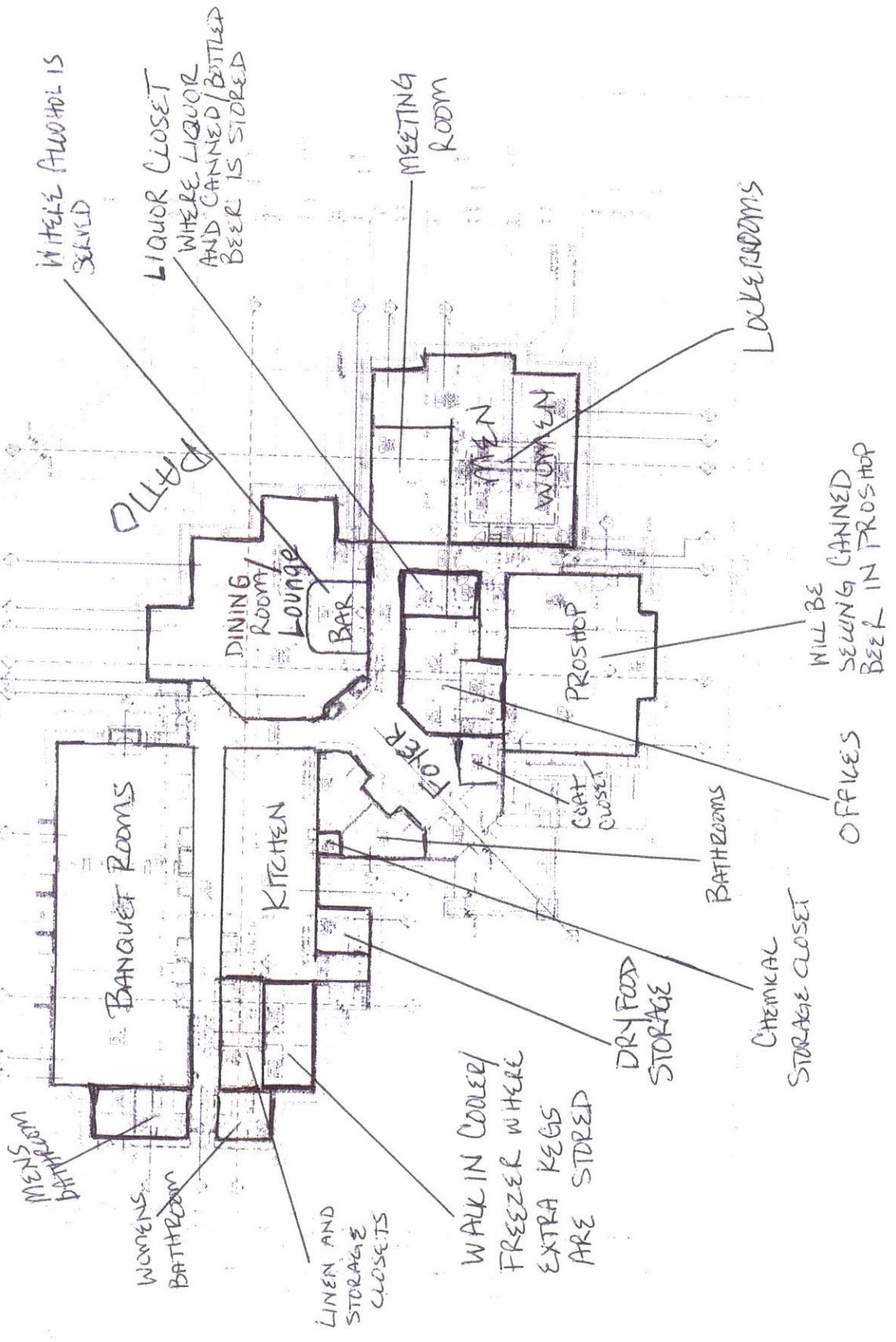
Name Anjato Enterprises LLC		Type of License Hotel & Restaurant Lic	Account Number 40634820-003-SLS
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" 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 Article 3 or 5, C.R.S.</p>			
Oath Of Applicant			
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			
Authorized Signature 		Printed Name and Title Anton James Meick - Owner	Date 10/2/23
Report and Approval of Local Licensing Authority (City/County)			
Date application filed with local authority 10-24-2023		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
For Transfer Applications Only - Is the license being transferred valid?			Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>
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 type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" 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 > 10,00000? Yes No <input type="checkbox"/> <input 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 < 10,00000? Yes No <input type="checkbox"/> <input type="checkbox"/>			
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"/> 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? Yes No <input type="checkbox"/> <input 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 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.			
Local Licensing Authority for Logan County		Telephone Number 970-522-0888	<input type="checkbox"/> Town, City <input checked="" type="checkbox"/> County
Signature	Print Jerry A. Sonnenberg	Title Chairman	Date 11-7-2023
Signature	Print Pamela M. Bacon	Title Clerk & Recorder	Date 11-7-2023

(Not to scale)
of Map 36-8-53



(The 18 hole golf course occupies the west half and south eastern area of subject property)

- (x) Pump house
- (o) Domestic Wells



L. E. E. CARD DETAIL
Scale: 1/8" = 1'-0"

4-10	0 new building for STEERING COUNTRY CLUB Main Level Floor Plan				
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Colorado Secretary of State
 Date and Time: 06/11/2018 08:40 PM
 ID Number: 20181468670
 Document number: 20181468670
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

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

1. The domestic entity name of the limited liability company is

Anjato Enterprises LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

515 Fairhurst St.

(Street number and name)

Sterling

(City)

CO

(State)

80751

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province – if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Meick

(Last)

Andrew

(First)

David

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

515 Fairhurst St.

(Street number and name)

Sterling

(City)

CO

(State)

80751

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO _____
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Meick Anton James
(Last) (First) (Middle) (Suffix)

or

(if an entity) _____
(Caution: Do not provide both an individual and an entity name.)

Mailing address 16953 Inca St.
(Street number and name or Post Office Box information)

Broomfield CO 80023
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

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

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

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., 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.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Meick	Anton	James	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
16953 Inca St.			
<i>(Street number and name or Post Office Box information)</i>			
Broomfield		CO	80023
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
United States			
<i>(Province – if applicable)</i>		<i>(Country)</i>	

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

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,

Anjato Enterprises LLC

is a

Limited Liability Company

formed or registered on 06/11/2018 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 20181468670 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/28/2023 that have been posted, and by documents delivered to this office electronically through 10/02/2023 @ 18:18:09 .

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 10/02/2023 @ 18:18:09 in accordance with applicable law. This certificate is assigned Confirmation Number 15369789 .



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."

Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <u>Anton Meick / Anjato Enterprises LLC</u>		Social Security Number/Tax Identification Number	
Address <u>16953 Inca St.</u>			
City <u>Broomfield</u>		State <u>CO</u>	Zip <u>80023</u>
Home Phone Number <u>303-746-2969</u>		Business/Work Phone Number <u>SAME</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Anton James Meick</u>			
Applicant/Licensee's Signature (signature authorizing the disclosure of confidential tax information) <u>Anton J Meick</u>			Date signed <u>10/11/23</u>

Privacy Act Statement

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

TERM LEASE AGREEMENT

THIS AGREEMENT (herein referred to as the "Lease") made and entered into this 14th day of August 2023, by and between High Pointe Land LLC, having principal offices at 17408 Hwy 14, Sterling, CO., 80751 herein referred to as the Lessor,

And

ANJATO ENTERPRJSES LLC., having principal offices at 515 Fairhurst St., Sterling, CO., 80751, herein referred to as the Lessee.

WITNESSETH, that Lessor does by these presents lease and demise unto the said Lessee the following described property hereinafter known as:

"Premises": 17408 Hwy 14, Sterling Colorado CO 80751 consisting of approximately 14,644 square feet EXCEPT that portion of the property that is known as the Golf Pro Shop which Lessor will use to operate the golf course.

For the term of Three (3) years and Four (4) Months commencing on September 20, 2023 and ending on January 20, 2027, to be payable in forty (40) variable monthly installments that will be more particularly described in "Exhibit A." Lessee will have to give Lessor at least One Hundred and Twenty (120) days' notice of Lessee's intent to renew or terminate the lease.

1. Notice to Lessee

- a) It is expressly understood between the parties hereto that Lessee's employees stationed at the Premises are not empowered to give instructions regarding the leasehold and furthermore that all notices to be served by the Lessor upon the Lessee shall be in writing addressed to:

Andrew Meick, Anton Meick, and ANJATO ENTERPRJSES LLC.
515 Fairhurst St.
Sterling, CO., 80751

Notices to either party shall be considered served when deposited with the United States Postal Service via Certified Mail, return receipt requested or an acknowledgment by email from both Lessee and Lessor.

- b) Only Principals or Authorized Officers/Agents of Lessee employed at its' Headquarters are empowered to give any instructions or notice regarding the Lease and any notice or instruction issued by any other party is null and void.
- c) **Entry by Landlord.** Lessor reserves and shall have at any time and all time, after verbal or written notice, except in case of an emergency which no notice is required, the right to enter the premises, inspect the same, supply services to be provided by Lessor to Lessee hereunder, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, and to alter, improve or repair the Premises and any part of the building of which the Premises are a part that Lessor may deem necessary or desirable, without abatement of rent. Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, in an emergency.

2. FormW-9

Under Section 6109 of the Internal Revenue Code, Lessor is required to provide Lessee with the current Taxpayer Identification Number (TIN) in order for Lessee to file information returns to the IRS to report income paid to Lessor.

In the event that Lessor shall have a change in its business or legal name, Lessor agrees to notify Lessee in writing, within 30 days of any such change, and submit a new Form W-9 reflecting such change.

3. Notice to Lessor

Any payments required to be paid, and all notices required to be delivered to Lessor from Lessee shall be delivered to Lessor at:

High Pointe Land Company, LLC
17408 Highway 14
Sterling, CO, 80751

4. Option to Renew

Provided Lessee is not in default of the Lease, Lessor will grant Lessee an option to renew this Lease at a new negotiated rate for an additional period of Three (3) years with (120) days' notice.

5. Delivery Upon Termination

Upon expiration of the Lease term, or any subsequent renewal term, or sooner termination of this Lease, Lessee shall deliver to Lessor possession of the Premises, together with all improvements or additions in or to the Premises, in the same condition as received, ordinary wear and tear excepted.

All said improvements shall remain in place as the Property of the Lessor unless Lessor requests that the premises be returned to the original condition. Lessee shall remove its furniture, fixtures and equipment and make any repairs occasioned by said removal upon any termination of this Lease.

6. Use

Lessee shall use Premises for food and beverage services.

7. Utilities

Lessee shall pay directly to said utility or service provider, the following services used in the entire building premises; 100% of Natural Gas for the Premises and ½ of the electricity charged from November 1 through April 30th of each year.

8. Real Estate Taxes and Insurance

Lessor shall provide at its sole cost and expense general property insurance and real estate taxes.

9. Signage

Lessee shall have the right to erect and maintain in, or about the exterior (on designated portion of building) and Interior of the Premises, at its own expense, signs (electrical and otherwise) necessary and appropriate to the conduct of the business of Lessee as approved by

the Lessor. Any damage caused by the erection, maintenance, or removal of any and all such signs shall be fully repaired at the expense of the Lessee. Written approval is required from Lessor for any signage prior to installation.

10. Zoning

Lessor hereby warrants that the Premises/land/Property is zoned for the use in the Lease.

11. Subordination and Attornment

This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation of security now or hereafter placed upon the Premises or Project and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof.

Notwithstanding such subordination, Lessee's right to quiet position of the Premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all if the provisions of this Lease, unless this Lease is otherwise terminated pursuant of it's terms. If any mortgagee, trustee or ground Lessor shall elect to have this Lease prior to the Lien of its Mortgage, deed of trust or ground lease, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to or subsequent to the date of said mortgage, deed of trust or ground lease or the day of recording thereof.

Lessee agrees to execute any documents required to effectuate an attornment, a subordination, or to make this Lease prior to the lien on any mortgage, deed of trust or ground lease, as the case may be, In the event of any foreclosure, sale or transfer in lieu of foreclosure, ANJATO ENTERPRJSES LLC. shall attorn to the purchaser, transferee or Lessor as the case may be and recognize that party as Lessor under this Lease, provided such party acquires and accepts the Premises subject to this Lease.

12. Lease Modifications and Assignments

This Lease may be modified only by written and signed Agreement of Lessor and Lessee. Lessee expressly covenants that it shall not assign or sublet the Premises, except to affiliates or parent companies, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

13. Lessee Improvements

Lessor shall furnish Lessee with original heating and air conditioning equipment which will create a comfortable working environment for Lessee. Maintenance and repair of such equipment is the responsibility of Lessor. In the event Lessee shall desire to make any further modifications or improvement to the Premises, Lessee shall do so at Lessee's sole cost and expense and only upon Lessor's prior written approval. The heating and cooling of the Kitchen will be more particularly described in "Exhibit A."

14. Tenant and Employee Parking

Lessee and Lessor employee parking shall be at the east end of the parking lot, unless the parking is for a temporary purpose.

15. Repair and Maintenance

- a) Lessor shall be responsible at its expense, for all repair, maintenance or replacement of the following. Building: roof, foundation, sidewalks, supply plumbing, electrical wiring to breaker box.
- b) Lessor shall be responsible, with the exception of negligent acts of Lessee or Lessee's patrons, notwithstanding anything to the contrary herein, at its own expense, for all repair and maintenance of the following: lighting, heating, ventilation, air conditioning, all interior and exterior building surfaces, all parking and exterior lighting (on designated portion of building), plumbing fixtures and appliances; glass; interior walls, floors, and ceilings. Additionally, Lessor shall assign to Lessee or allow and participate with Lessee with regard to any warranty applicable to such items in the building.
- c) Lessor shall also be responsible for snow and ice removal and cleanliness of parking and sidewalks for designated outside property areas. This includes maintenance and cleanliness of parking areas and landscaping.
- d) By acceptance of the Premises, Lessee agrees that the condition of the Premises and all components thereof are satisfactory and acceptable to Lessee, and Lessee accepts the Premises "as is, and with all faults".
- e) Repairs and Maintenance for the restaurant will be more particularly described in "Exhibit A."

16. Contractor Lien

In the event a lien is filed on the Premises by a contractor under the control of the Lessee, Lessee shall have the option to bond off the lien or to pay the same. Lessee shall indemnify and hold Lessor harmless from and against any such lien or claim of any Contractor performing labor or providing materials for the construction of any improvements to the Premises contracted for by Lessee. Such indemnification shall extend to all costs and expenses incurred in removing any such lien, including but not limited to reasonable attorney fees incurred by Lessor.

17. Condemnation

In the event of the condemnation or purchase in lieu of all or any substantial part of the Premises by any public or private corporation with the power of condemnation, Lessee reserves the right to seek a separate award due to such condemnation. In such even

hereof shall terminate as to the part of the premises so taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgment or decree entered in the proceedings in exercise of such power.

Lessee shall have the right to determine in its reasonable and good faith discretion whether or not the remaining of the leased premises is adequate or satisfactory for the use and purpose to which Lessee desires to employ the property. In the event Lessee shall reasonably and in good faith determine the remainder to be inadequate or unsatisfactory then this lease shall terminate upon thirty (30) days written notice from Lessee to Lessor.

In the event Lessee shall determine the remainder of the premises to be adequate and satisfactory for Lessee's purposes, then the rental shall be adjusted for the remainder of the term by deducting from such rental a sum determined as follows: The current monthly base rental shall be multiplied by a fraction, the numerator being the square footage of the demised premises so taken, and the denominator being from the current monthly fee, shall be adjusted rental fee.

All damages awarded for the taking of such premises, or any part thereof, shall be payable in full amount thereof to and the same shall be the property of the Lessor, provided, however that the Lessee shall be entitled to that portion of any award expressly awarded to the Lessee for loss of value and cost of removal of stock, furniture and fixtures owned by Lessee.

18. Damage or Destruction to the Premises

In the event of damage or destruction to the Premises, the Lessor or the Lessee shall be allowed to cancel the Lease if the Lessor cannot restore the Premises within 90 days. If the Lessor can restore the Premises within said 90 days, the Lessor shall commence to do so diligently. Lessor shall notify Lessee in writing within 15 days of said damage or destruction of its ability to restore the Premises within 90 days or not. If restoration is not completed within 90 days, or cannot be restored within 90 days, Lessee shall have the immediate right to cancel the lease effective from the date of occurrence of said damage or destruction, and Lessee shall have no further liability to Lessor. Rent payable hereunder for the period during which such damage, repairs or restoration continues shall be abated.

In the event that less than all of the Premises are damaged by such casualty Lessee shall have the right to determine in its reasonable and good faith discretion whether or not the remainder of the leased premises is adequate or satisfactory for the uses and purposes to which Lessee desires to employ the property. In the event Lessee shall reasonably and in good faith determine the remainder to be inadequate or unsatisfactory then this Lease shall terminate upon thirty (30) days written notice from Lessee to Lessor.

In the event Lessee shall determine the remainder of the premises to be adequate and satisfactory for Lessee's purposes, then the provisions of the next succeeding paragraphs shall apply.

In the event that the leased premises shall be damaged or destroyed by fire or other casualty covered by insurance, then the Lessor shall have the right to determine if restorations are to be completed. If not, then the Lease Agreement shall terminate and any proceeds from insurance shall belong to and be the property of the Lessor, except for the proceeds of any personal property insurance policies, which shall be the sole property of the Lessee. If restoration is to be completed, Lessor will utilize insurance proceeds to restore the damaged premises, and any sum or sums additional to the insurance proceeds, necessary for the completion of the repairs shall be supplied by the Lessee. Lessor shall have the right, prior to instituting any such repairs, to require Lessee to give Lessor reasonable assurances that Lessee will provide such additional sums, if any. Insurance proceeds shall be paid to the Lessor, and endorsements necessary by the Lessee of any check, draft or other instrument shall be made in such manner as to give to the Lessor control of such funds.

In the event that the building should be partly or wholly damaged or destroyed by causes other than any insurable casualty, then Lessor may either cancel and terminate this Lease Agreement by written notice to Lessee within three (3) months of the occurrence, or may elect, at Lessor's sole cost and expense to restore, repair and rebuild said premises to substantially the same condition as existed immediately prior to such damage or destruction.

The Lessee agrees during any period of reconstruction or repair of the leased premises and of such building, to continue to occupy the leased premises to the extent reasonably practicable. The base rental and other impositions shall be proportionately abated during any period in excess of thirty days in which, by reason of any such damage or destruction, there is a substantial interference with the occupation by the Lessee of the leased premises, having regard to the extent to which the Lessee may be required to discontinue its occupation of the leased premises, and such abatement shall continue for the period commencing with such destruction and ending with the completion by the Lessor of such work or repair and reconstruction as Lessor is obligated to do.

19. Compliance with Laws and Ordinances

Lessor shall be responsible for making the Premises, Building and its Common Areas comply with all laws, ordinances, or regulations.

20. Hazardous Materials

To the best of Lessor's knowledge, the Building, its Common Areas, and Premises contain no Hazardous Materials (as defined by the US Environmental Protection Agency), and/or harmful mold, and/or harmful contaminants, and is in compliance with all applicable local, state and federal material rules, regulations, laws and ordinances. In the event that Hazardous Materials, and/or harmful mold, and/or harmful contaminants are identified as present in the Premises, Building, its Common Areas, and/or Property during the term of this Lease, Lessor shall be responsible for the removal of said Hazardous Materials, and/or harmful mold, and/or harmful contaminants. Lessor shall hold harmless and indemnify Lessee for any hazardous waste, mold, and/or contaminant costs, clean-up, fine, damage, or judgment caused by Lessor or its agents. Lessee shall be responsible for removal of any Hazardous Materials, and/or harmful mold, and/or harmful contaminants Lessee introduces into the Premises. Lessor shall be responsible for the removal of any Hazardous Materials, and/or harmful mold, and/or harmful contaminants introduced to the Building, its Common Areas, or Premises by third parties not controlled by Lessee. Additionally, Lessor shall continue to comply with all applicable local, state and federal material rules, regulations, laws and ordinances.

21. Insurance

Lessee shall carry and maintain, during the entire term hereof, at Lessee's sole cost and expense, a broad form of comprehensive commercial general liability insurance including all glass coverage with limits of not less than \$1,000,000 per occurrence, insuring against any and all liability of Lessee with respect to the demised Premises or arising out of the use or occupancy thereof. The Lessee also agrees to provide Lessor with a copy of the policy and designate that the Lessor be notified of coverage and loss of coverage. The Lessee also agrees to name Lessor as "additionally insured" on the policy.

22. Indemnification

Lessee agrees to indemnify and hold harmless the Lessor for any risk of loss, injury or damage of any kind or nature to the Property, Building, its Common Areas, or persons at the Property, Building, its Common Areas, or Premises that results from the negligence of Lessee except when such injury or damage is a result of a malfunction of or damage to items to be maintained, repaired, or provided by Lessor, or when such injury or damage is a result of Lessor's negligent act and/or willful misconduct.

23. Default

- a. In the event that one or more "events of default" shall occur, Lessor, at its election and while such event of default shall continue, shall have rights and remedies as hereinafter set forth in Paragraphs 22c and 22d.
- b. For the purposes of this Lease, "events of default" shall mean any one or more of the following occurrences:
 1. Lessee shall fail to make the payment of any obligation due hereunder on or before its due date or within five (5) days thereafter and such failure shall not be cured by Lessee subsequent to posting of the "Three Day, Quit or Pay" pursuant to C.R.S. 13-40-104.
 2. Violation of terms of in "Exhibit A."
 3. Lessee shall neglect to perform or observe any of the covenants herein contained on the Lessee's part to be performed or observed and Lessee shall fail to remedy the same within thirty (30) days after Lessor shall have given to Lessee written notice specifying such neglect or failure (or within such period, if any, as may be reasonably required to cure such failure if it is of such nature that it cannot be cured within such thirty-day period, so long as Lessee promptly undertakes such cure and pursues it diligently and continuously to completion).
 4. The levying of a writ of execution or writ of attachment on or against Lessee's property and the same is not released or discharged within thirty days thereafter.
 5. The instituting of proceedings in a court of competent jurisdiction for an involuntary or voluntary adjudication of bankruptcy, for a corporate reorganization, for a liquidation or dissolution, or for the appointment of a receiver, or any other proceedings by which Lessee or its creditors seeks to take advantage of any Federal or State bankruptcy or insolvency act and the same shall not be dismissed within thirty days thereafter.
 6. Any bulk transfer of the assets of the Lessee by operation of law or otherwise.
- c. Subject to the provisions of this Paragraph 22 regarding notice of Defaults and right to cure, Lessor may give Lessee written notice of breach of contract and Lessor's intention to terminate this Lease as of the date of such Notice of Termination or on any later date specified therein, and on such date Lessee's right to possession of the Leased Premises shall cease and this Lease Agreement shall thereupon be terminated; or

- d. With or without demand or notice, Lessor may re-enter and take possession of the Leased Premises, or any part thereof, and repossess the same as of Lessor's former estate and expel Lessee and those claiming through or under Lessee, and remove the effect of both or either (forcibly, if necessary) without being deemed guilty of any manner of trespass or without prejudice to any remedies for arrears of rent or proceedings for breach of covenants. Should Lessor elect to re-enter as provided in this Paragraph, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by the law, Lessor may, from time to time, without terminating this Lease, relet the Leased Premises, or any part thereof, for such term or terms and at such rent or rentals, and upon such other terms and conditions as Lessor may deem advisable, with the right to make alterations and repairs to the Leased Premises. No such re-entry or taking of possession of the Leased Premises by Lessor shall be construed as election on Lessor's part to terminate this Lease unless a specific "Written notice of such intention be signed by Lessor and given to Lessee, at the time of the breach or anytime thereafter, specifically setting forth that the Lessor has determined to terminate this Lease and will not hold, and will release the Lessee from, liability for future rent subsequent to such termination; or,
- e. In the event that Lessor does not elect to terminate this Lease as permitted in Paragraph 22c above, but, on contrary, elects to take possession as provided in Paragraph 22d hereof, then such repossession shall not relieve Lessee of its liability and obligations under this lease, all of which shall survive such repossession. In the event of such repossession, Lessee shall pay to Lessor as liquidated current damages the Basic Rent which would be payable hereunder if such repossession had not occurred, plus any assessments or other payments due hereunder, less the net proceeds, if any, of any reletting, either in the name of Lessee or the Lessor, at Lessor's option, of the Leased Premises after deducting all Lessor's expenses in connection with such reletting, including, but without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration costs and expenses of preparation for such reletting; if, in connection with any reletting, the new lease term extends beyond the existing term, or the Premises covered thereby include other Premises not part of the Leased Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection therewith as provided aforesaid will be made in determining the net proceeds received from such reletting. In addition, in determining the net proceeds from such reletting, any rent concessions will be apportioned over the term of the new lease. Lessee shall pay such other amounts to Lessor monthly on the days on which the Rent and all other amounts owing hereunder would have been payable if possession had not been retaken and Lessor shall be entitled to receive the same from Lessee on each such day.

24. Late Fees

The Parties expressly acknowledge that all reimbursements, commissions, and rent is due and payable on the sixteenth (16th) day each month. If Lessor fails to receive any payments of rent on or before the twentieth (20th) day of each month Lessee shall pay a late fee of 10% of the amount due and \$100.00 per day for each day after the twentieth (20th) day.

25. Holdover

Provide Lessee has not vacated the Premises, and provided Lessee has not exercised any option to renew, or has not entered in to a new Lease regarding the Premises, then if Lessee holds over after the Lease term, this Lease shall revert to a month-to-month agreement upon expiration of the lease term and a ninety (90) day notice by either party shall be required to terminate this said month-to-month tenancy. All other terms and conditions of the original Lease shall be 150% of the Base Rent payable on the last day of the Lease Term.

26. Remedies

Lessor and Lessee shall have all remedies available at law equity to enforce this Lease, and to proceed against the other party for any default of this Lease.

27. Attorney's Fees

If either party becomes a party to any litigation concerning this Lease, the Premises, or the building or other improvements in which the Premises are located, by reason of any act or omission of the other party or its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for the reasonable attorneys' fees and court costs incurred by it in the litigation.

If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

28. Force Majeure

In the event that either party shall be delayed or hindered in or prevented from doing or performing any act required in this Lease by reason of strikes, lock-outs, casualties, Acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, war or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

29. Consent or Approval

In each and every instance where the consent or approval of either party is required by the other party, said consent or approval shall be given in a prompt manner, and shall not be unreasonably withheld.

30. Heirs and Assigns

All the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Lessor and Lessee and their respective heirs, administrators, successors and assigns.

31. Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings either oral or written, between them other than as are herein set forth.

32. Continuous Occupancy

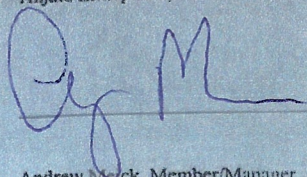
Notwithstanding anything to the contrary in the Lease, if during the term of this Lease and any extensions hereof, so long as Lessee shall continue to pay rent as outlined herein, Lessee shall not be considered in default of this Lease by reason of abandonment or non-use in the event the Lessee's employee(s) vacates or fails to initially occupy the Premises. Lessee will use its best efforts to locate other employees to occupy the Premises. Lessee shall maintain the interior appearance of the Premises in a clean and orderly fashion at all times.

33. Tenant Improvement and Start Up Funding-

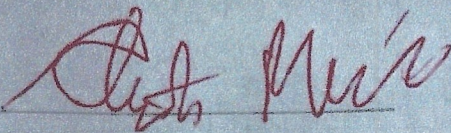
Lessor shall upon execution of this lease agreement and the finalization of "Exhibit A" shall give Lessee FIFTY THOUSAND DOLLARS and no/100 (\$50,000) that lessee may use for operating expenses, transitional expenses, and capital improvements. In the event that the Lessee does not fulfill this lease in its entirety, Lessor may demand a portion or full refund of the \$50,000.00.

34. **Exhibit A**

“Exhibit A” shall be considered the operational guidelines for and between the Lessor and Lessee. These guidelines may change from time to time, if there is a change this change should be acknowledged by both parties by executing an addendum to “Exhibit A.”



Andrew Meick, Member/Manager



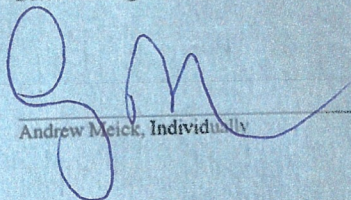
Anton Meick, Member/Manager

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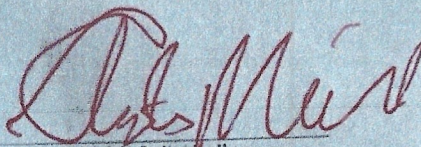
PERSONAL GUARANTY

All rent payments, terms and performance obligations as outlined above and in "Exhibit A" now or in the future of this lease shall be guaranteed by Andrew Meick and Anton Meick Members of Anjato Enterprises, LLC which shall be deemed a material element of consideration for landlord entry into this Lease.

Dated this August 14, 2023



Andrew Meick, Individually



Anton Meick, Individually

Lessor:

High Pointe Land Company



By Scott Rubottom, Manager

Lessee:

Anjato Enterprises, LLC

Andrew Meick, Member/Manager

Anton Meick, Member/Manager

PERSONAL GUARANTY

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Dated this August 14, 2023

Andrew Meick, Individually

Anton Meick, Individually

Lessor:

High Pointe Land Company

By Scott Rubottom, Manager

Lessee:

Anjato Enterprises, LLC

Andrew Meick, Member/Manager

Anton Meick, Member/Manager

PERSONAL GUARANTY

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Dated this August 14, 2023

Andrew Meick, Individually

Anton Meick, Individually

Restaurant Lease “Exhibit A”

Overview:

High Pointe Land Company, LLC (HPLC) is leasing the restaurant facility to include the kitchen, bar area and event venues to Anjato Enterprises, LLC DBA The Hot Spot Smokehouse (HSS). HPLC will retain operations of the Golf Course, Ground Maintenance and the scheduling and booking of events.

HSS will run and operate the restaurant, bar and banquet events as the Hot Spot Smokehouse and will assume all the normal customary operating expenses associated with the restaurant. Specific details of the lease arrangement are outlined below.

Lease Duration:

- The lease will be structured as 3-year lease with year 1 defined as a transition year with financial concessions to aide in the transition.
- Year 1, SR will reimburse HSS \$50,000 at execution of lease agreement and “Exhibit A”
- During the lease duration, if there is any change in HSS’s LLC ownership holding, such change will require the notification and approval of SR owners.

Lease Revenue and Payments:

- HSS retains all profits from sale of food, beverage and liquor in the restaurant, bar and events, less royalties as listed below
- No monthly lease payments will be assessed.
- HSS will pay to HPLC a rental/profit sharing fee of 15% of 50% of all Alcohol sales: an example would be (\$30,000 monthly Alcohol Sales before sales tax x 50%) x 15% = \$2,250 monthly.
- HSS agrees to honor all booked events.
- Royalty fees are due the 16th of month for the preceding month.
- HPLC will maintain and make improvements to the event venues.
- HPLC will retain all sales associated with golf operation to include non-alcohol beverages and snacks.
- HPLC will retain all facility rental fees for events and banquets, HSS will retain the service charge for event venues to offset cleaning and labor cost.

Liquor:

- HSS will hold the liquor license for the facility and only employees of HSS will serve alcohol.
- HSS agrees to appropriately staff the bar during the day for liquor sales for golfers
- Golfers wanting to purchase alcohol for the course will be required to purchase at the bar from a HSS employee.
- For Golf events and if both parties agree, a designee employee from SR can have dual employment with HSS for purposes of selling alcohol or food service.

Menu:

- HSS will establish a menu suitable for their business.
- HSS in good faith will retain a portion of popular menu items that the current customer base orders if it makes financial sense for HSS to do so.
- HSS agrees to collaborate on event menu options with SR.

Labor:

- Each party will be responsible for their own labor to include all recruiting, related expenses, payroll and all state and federal taxes and employment laws etc.
- During the initial start-up (transition period), HSS agrees to retain all kitchen and restaurant employees, with the exception of two (Kitchen Manager and Chef Advisor).
- HPLC will be responsible to notify the employees not retained.
- Future employment is at the discretion of the HSS.
- HPLC will provide employment data to HSS and assist in the transfer of employment.

POS & Payroll Systems:

- HSS, at their discretion may transfer to the current POS system (Toast) or transfer their current POS system. In either option, HSS assumes the appropriate cost the system.
- HSS will provide view only access to SR to POS system.
- HPLC will cancel current POS system if not used and pay any associated contract termination cost.
- HPLC will maintain responsibility for the golf operations POS system.
- Each party will be responsible for their own payroll processing system.

Equipment and Supplies:

- HSS will have access to all the restaurant/bar equipment and supplies.
- HSS is responsible for all routine maintenance of equipment.
- HSS is responsible for repair of equipment up to \$1,500.00 per incident, SR will cover any cost above that providing the repair was due to normal use. Any damage due to negligence by HSS employees or customers is not covered by SR.
- HPLC agrees to have equipment in working condition at the time of transition.
- HSS agrees to reimburse at fair market value for any damaged of equipment or supplies.
- HSS is fully responsible for any equipment brought in or purchased by HSS and retains that equipment at the conclusion of the lease.

Inventory:

- At the time of the contract signing, HPLC will take a current inventory of food and liquor/beverages
- HSS agrees to purchase the current liquor/beverages inventory at SR's cost.
- Timing of payment for liquor/beverage inventory will be mutually agreed upon based on the cost off inventory at the time of transition.
- Prior to the contract signing, HPLC in good faith, will work down food inventory.
- Based on the remaining food inventory, both parties will negotiate options for the food.

Expenses:

- HSS will pay the (annual, billed monthly) gas utility bill.
- HSS will pay 50% of the electricity bill November 1st through March 31st.
- HSS will pay all reasonable and customarily expenses associated with the operation of a restaurant, to include but limited to food and alcohol products, cleaning and sanitation, computer system, state and federal taxes, maintenance and repairs and supplies, merchant fees, linen etc.
- HPLC will carry the Building Liability Insurance.
- HPLC, for non-negligent acts, repair building fixtures (door, flooring walls etc.), plumbing and HVAC system.
- Each party will be responsible for their own promotional/advertising expense. Any advertising the promotes the restaurant and golf course will be shared equally.
- In general, expenses related to the operation of the restaurant is the responsibility of HSS with the exceptions as outlined above. Expenses related to the golf operation is the responsibility of HPLC
- HSS will be responsible for building cleaning including restrooms, HPLC will be responsible for cleaning the Pro Shop and adjacent work room

Shared Expenses

- Given the nature of a shared building certain cost will be shared on a percentage bases as outlined below. The first number is HPLC and second is HSS
 - Trash 50% - 50%
 - Water Treatment 50% - 50%
 - Cable TV 25% - 75%
 - Tele/Intranet 50% - 50%
 - Paper disposals 20% - 80%

Hours of Operations:

- HSS will maintain at least a minimum hours of operations
 - Thursday Dinner, all day Friday/Saturday and partial day on Sunday
 - Bar hours during golf open hours, tournaments and league night

EXHIBIT A

High Pointe Land Company



By Scott Rubottom, Manager

Date 8/14/23

Anjato Enterprises, LLC

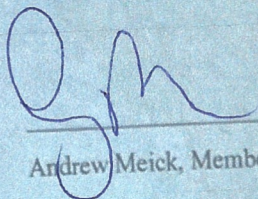
Andrew Meick, Member/Manager

Date _____

Anton Meick, Member/Manager

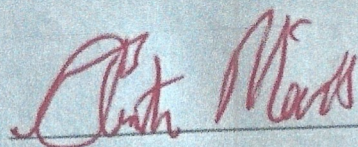
Date _____

Anjato Enterprises, LLC



Andrew Meick, Member/Manager

Date 8/14/2023



Anton Meick, Member/Manager

Date 8/14/2023



Logan County Commissioners
315 Main Street
Sterling, CO 80751
970-522-0888, Ext. 22

Liquor License Transfer of Ownership

Temporary Permit Application

\$100.00 Permit Fee

Applicant: Anjato Enterprises LLC

Individual Corporation Partnership Limited Liability Company Other _____

Address: 515 Fairhurst St. Sterling CO 80751
Street City State Zip Code

New Trade Name (or DBA) of Business: Hot Spot Smokehouse

Type of Liquor License: Hotel and Restaurant License

Current Licensee: Northeastern 18

Current Trade Name: Sky Ranch Golf and Grill

The following conditions must be met in order for a temporary permit to be issued:

- ✓ The establishment currently has State and Local Liquor/Beer Licenses, and such licenses were valid at the time the transfer of ownership application was filed.
- ✓ The applicant has filed all transfer of ownership information as required by State and local licensing authorities and all applicable fees have been paid.
- ✓ The applicant submitted the temporary permit application within 30 days of filing the transfer of ownership application.
- ✓ The applicant acknowledges the responsibility of having knowledge of the pertinent Colorado State Statutes and Regulations as set forth in C.R.S. Sec. 44-3-303(2) as amended, including the provisions of Articles 3 and 4 of Title 44, Colorado Revised Statutes.
- ✓ The applicant understands that the temporary permit, if granted, shall be valid for a period not to exceed 120 days or until the transfer of ownership application has either been approved or denied by the State and local liquor licensing authorities, whichever occurs first. If the permanent State and local liquor licenses have not been granted by the expiration date of the temporary permit, it is the responsibility of the applicant to apply for an extension.

Applicant's Signature: *Anton J Meick* Date Signed: 11/2/2023