

**TOWN OF NEW CASTLE
Town Clerk**

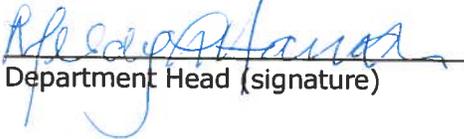
MEMO

To: Tom Baker
From: Melody Harrison, Town Clerk
Date: October 14, 2013
Re: Grove's Black Dog Saloon, Inc.

Recommendation: Staff recommends that Council approve Resolution TC-2013-22, approving an application from Grove's Black Dog Saloon, Inc. for a Hotel and Restaurant License.

Policy Implications: Adopting this recommendation would be consistent with the requirements of the State Liquor Code.

Budget Implications: Adopting this recommendation would allow Grove's Black Dog Saloon, Inc. to serve malt, vinous, and spirituous liquors for on-premises consumption and Town sales tax would be collected on sales of these beverages.


Department Head (signature)

Finance Director (signature)

Town Administrator (signature)

Background: Grove's Black Dog Saloon, Inc. has applied for a hotel and restaurant license for 219 West Main Street.

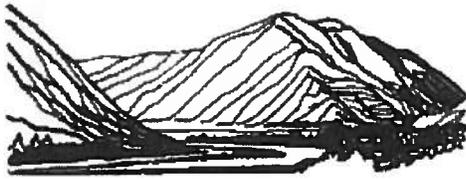
The applicant has requested a transfer of the existing Hotel and Restaurant Liquor License from White River Bar and Grill, LLC, to Grove's Black Dog Saloon, Inc. This transfer request is consistent with applicable Colorado Liquor Laws. The applicant has also submitted an Affidavit of Transfer as required.

The applicant applied for the license on September 3, 2013. At that time, the Town issued a Temporary Liquor License, pending the council decision for a permanent license.

Colorado Revised Statutes Section 12-47-307(3)(c) requires the applicant to submit to fingerprinting and requires that Council, as the local licensing authority, "use the information resulting from the fingerprints-based criminal history record check to investigate and to determine if an applicant is qualified for a license." The purpose of the check is to determine whether the applicant is one of the seven categories of persons who are prohibited from having a license (outlined in CRS Section 307(1)).

The applicant completed fingerprinting and background investigations. Reports were received by the Police Department. See attached report from Police Chief Chris Sadler.

Building Inspector Bruce Stolbach and Fire Marshall Orrin Moon have both completed occupancy inspections. See attached Reports.



"Burning Mountain" - 1888

The New Castle Police Department

450 West Main - Post Office Box 90

New Castle, Colorado 81647

(970) 984-2302

09/12/13

To: Town Clerk Melody Harrison
From: Chief Chris Sadler
NCPD 601
Re: New Liquor License – Grove's Black Dog Saloon, Inc.

Dear Melody,

I have received the application submitted by Roger Grove and Susan Fittano and upon review have found no outstanding issues. I have also received the background check/criminal history material for the above individuals and proposed Manager Emily Wilbur. Review of Roger Grove's criminal history revealed an arrest in 1986 for driving under the influence, reckless driving and driving under suspension. The history was otherwise clear except for one further arrest of Mr. Grove in 2012 by NCPD for driving under the influence, weaving, eluding, speeding and possession of a weapon while under the influence. The history records all of these charges subsequently being dismissed except for the Courts acceptance of a guilty plea for the offense of driving under the influence. The criminal history for Susan Fittano and Emily Wilbur revealed no prior arrests.

I have attached the standard requirement list provided to all establishments involved with the sales of liquor within the Town. I would like to request Grove's Black Dog Saloon be held to this standard as follows:

1. Management, and all employees tasked with dispensing alcohol are to be TIPS or otherwise trained/certified in the responsible service of alcohol. The initial certification is to be provided to the police department as well as the Town Clerk - prior to the service of alcohol. TIPS classes (or their equivalent) are to be repeated yearly with associated certification forwarded to the PD and Town Clerk- prior to the license renewal.
2. A notebook is to be kept behind the bar/service counter for the purpose of immediate employee documentation of any and all disturbances or incidents occurring on, or near the licensed premise. (names, description of subject, date, time, nature of incident, police called, etc.) This notebook is to be readily available to the police department upon request.
3. The applicant is responsible for the employment of security personnel to deter unruly criminal behavior in and around the premises. The number of personnel required should be determined by volume, at a rate of one per thirty patrons.
4. The applicant is responsible for the sidewalk in front of or adjacent to the establishment. All trash, cigarette butts or other waste should be cleaned from the sidewalk (and gutter) when necessary, and, at the end of each business day.
5. A telephone must be kept in working order at all times for employee use in case of emergency in an easily accessible location.

6. The occupancy load of the premise must be posted. The applicant will not allow the occupancy load to exceed the posted limit.
7. Doors should remain shut after sunset and at any time it is believed the noise level emanating from the interior of the establishment is, or is becoming, excessive. (such as live bands)

Should their application be successful I look forward to assisting Mr. Grove, Ms. Fittano and the Black Dog Saloon be successful in the community.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Chris Sadler', with a long, sweeping horizontal flourish extending to the right.

Chief Chris Sadler

TO: Building Department

Date: 10/14/2013

LIQUOR LICENSING INSPECTION REQUEST

The Town Clerk's Office hereby requests an investigation/inspection in conjunction with the liquor license application described below.

Council Meeting Date: **October 15, 2013**

NAME OF APPLICANT: **Roger Groves**

ESTABLISHMENT NAME: **Grove's Black Dog Saloon Inc**

LOCATION ADDRESS: **219 W. Main Street**

TYPE OF LICENSE: **New Hotel and Restaurant License**

TYPE OF ESTABLISHMENT: **Restaurant/Bar**

CONTACT PERSON: **Roger Groves 379-8861**

Are the premises in compliance with all applicable Building Code provisions?
See Attached

The occupancy load for the building is: Seating Area - 60 Restaurant total - 65

Is the occupancy load for the building posted? Yes: **X**

Are the premises, to the best of your knowledge, in compliance with the Colorado Department of Public Health and Environment regulations?

Yes: **X** See attached License to Operate a Retail Food Establishment from the Colorado Department of Public Health and Environment



Building Department

10/14/13

Date

Date: 10/14/13

Establishment: Grove's Black Dog Saloon

Address: 219 W. Main St.

From: Bruce Stolbach New Castle Building Department

RE: Liquor license inspection

On 10/14/13 a site inspection was performed by the Building Department. No changes were made to the premises since the White River Bar & Grill was approved for a liquor license in November 2010 except for the addition of a room for 2 free standing refrigerators. This was accomplished by the removal of a section of a non bearing wall. The Burning Mountain Fire District inspected and approved Grove's Black Dog Saloon. See attached. General Building Code compliance has been maintained as no changes have been made except as noted above since the White River Bar & Grill was approved for a liquor license. The building is existing and was not inspected for structural or other code requirements under walls and ceilings.

Burning Mountains Fire Protection District

Silt: Station 61
 (970) 876-0758 • Fax: (970) 876-2774
 P.O. Box 2 • 611 Main Street
 Silt, CO 81652

0046

New Castle: Station 64
 (970) 984-3175 • Fax: (970) 984-3922
 775 Castle Valley Blvd.
 New Castle, CO 81647

SAFETY SURVEY FORM

Business Name: GOVE'S Black Dog Saloon Phone: 984-9444 Date: 9/6/13
 Address: 219 W MAIN ST City: NEW CASTLE Zip: 81647
 Name of Contact: ROGER GROVE Phone: 379-8861
 Emergency Phone / Contact: Susan Fittanto 618-8967

IFC:	G	D	NA		G	D	NA
Fire Department Access				Housekeeping			
1. Fire Lanes / Access	X			26. Areas free of excessive combustibles	X		
2. Proper Addressing	X			27. 18" Clearance below sprinklers / 24" Clearance all other ceilings	X		
3. Knox Box (proper keys / placement)			X	28. 30" Clearance in front of mechanical / Electrical Equipment	X		
Building Services				29. Storage room(s) / Utility rooms accessibility, cleanliness	X		
4. Electrical	COM	X		Hazardous Areas / Storage			
5. Extension cords / multi face adaptors	COM	X		30. Hazardous liquids / paints / acids - areas / cabinets labeled			X
6. Breaker Panel accessible / labeled				31. Hazardous Gases			X
7. Main electrical shutoff accessible				32. Explosives			X
8. Emergency Generator Last Tested:				33. Dust / Fumes			X
9. Heating Appliance / Portable				34. MSDS paperwork available			X
10. Combustible air source				Fire Resistive / Rated Construction			
11. Water heater obstructed				35. Stairway(s)	X		
12. Gas Shutoff accessible				36. Corridors	X		
13. Elevators Inspection Forms				37. Elevator Shaft			X
Fire Protection Systems				38. Floor / Ceiling / Walls			X
14. Fire Alarm System / Current test and inspection records			X	39. Major Structure members	X		
15. Special Extinguishing system / type	X			40. <u>Secured CO2 Bottles</u>	COM	X	
16. Hood / Duct system clean	X						
17. Sprinkler System / Current test and inspection records							
18. Standpipes / Current test and inspection records							
19. FDC							
Fire Extinguishers							
Date Last Inspected:	X						
20. Proper type & size	X						
21. Mounted properly	X						
Means of Egress							
22. Clear & Unobstructed							
23. Emergency Lighting	COM	X					
24. Stairways in Order							

G: Good D: Deficient NA: Not Applicable

Remarks / Recommendations / Requirements

4. Electrical Cover Plates missing By Front Door. 10/8/13 Corrected OM
 5. Extension Cord In Rear Exit For Freezer. Needs permanent wiring. 10/8/13 Corrected OM
 23. Emergency Lighting Needs Fixed In Basement Stair, Exit Lights + Emergency Light Needs to Be Operational. 10/8/13 Corrected OM
 40. CO2 Bottle Behind Bar Needs Secured. 10/8/13 Corrected OM
 Total SF 880 Front 1185 Main Floor 120 Basement 300 Rear Apt.
 Occupant Load 65
 Building Owner Jim Goerick Do it Now A/E Group 970-379-1763

Pre-Plan Updated: Yes No Officer's Review: _____

Inspected By: Orin D. Mann (Print & Sign) Date: 9/6/13 (Signature)

Received By: Roger Grove (Print & Sign) Date: 9/6/13

Re-Inspection Date: 10/8/13 Inspection Completion Date: 10/8/13

Initials Fire Department: Orin D Mann Occupant / Owner _____

**COLORADO LIQUOR
 RETAIL LICENSE APPLICATION**

NEW LICENSE TRANSFER OF OWNERSHIP LICENSE RENEWAL

- ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
- APPLICANT MUST CHECK THE APPROPRIATE BOX(ES)
- LOCAL LICENSE FEE \$ 1,125.00
- APPLICANT SHOULD OBTAIN A COPY OF THE COLORADO LIQUOR AND BEER CODE (Call 303-370-2165)

1. Applicant is applying as a
 Corporation Individual
 Partnership (includes Limited Liability and Husband and Wife Partnerships) Limited Liability Company
 Association or Other

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation Fein Number
GROVE'S BLACK DOG SALOON, INC [REDACTED]

2a. Trade Name of Establishment (DBA) State Sales Tax No. Business Telephone
GROVE'S BLACK DOG SALOON, INC [REDACTED] 970-984-9444

3. Address of Premises (specify exact location of premises)
219 W. MAIN ST

City County State ZIP Code
NEW CASTLE GARFIELD CO 81647

4. Mailing Address (Number and Street) City or Town State ZIP Code
P.O. BOX 185 NEW CASTLE CO 81647

5. If the premises currently have a liquor or beer license, you MUST answer the following questions:
 Present Trade Name of Establishment (DBA) Present State License No. Present Class of License Present Expiration Date
WHITE RIVER BAR & GRILL, INC 2969023000 HOTEL+REST. 11-1-13

LIAB	SECTION A	NONREFUNDABLE APPLICATION FEES
2300	<input type="checkbox"/>	Application Fee for New License \$1,025.00
2302	<input type="checkbox"/>	Application Fee for New License - w/Concurrent Review \$1,125.00
2310	<input checked="" type="checkbox"/>	Application Fee for Transfer \$1,025.00

LIAB	SECTION B (CONT.)	LIQUOR LICENSE FEES
1985	<input type="checkbox"/>	Resort Complex License (City) \$500.00
1986	<input type="checkbox"/>	Resort Complex License (County) \$500.00
1988	<input type="checkbox"/>	Add Related Facility to Resort Complex ... \$ 75.00 X Total
1990	<input type="checkbox"/>	Club License (City) \$308.75
1991	<input type="checkbox"/>	Club License (County) \$308.75
2010	<input type="checkbox"/>	Tavern License (City) \$500.00
2011	<input type="checkbox"/>	Tavern License (County) \$500.00
2012	<input type="checkbox"/>	Manager Registration - Tavern \$ 75.00
2020	<input type="checkbox"/>	Arts License (City) \$308.75
2021	<input type="checkbox"/>	Arts License (County) \$308.75
2030	<input type="checkbox"/>	Racetrack License (City) \$500.00
2031	<input type="checkbox"/>	Racetrack License (County) \$500.00
2040	<input type="checkbox"/>	Optional Premises License (City) \$500.00
2041	<input type="checkbox"/>	Optional Premises License (County) \$500.00
2045	<input type="checkbox"/>	Vintners Restaurant License (City) \$750.00
2046	<input type="checkbox"/>	Vintners Restaurant License (County) \$750.00
2220	<input type="checkbox"/>	Add Optional Premises to H & R \$100.00 X Total
2370	<input type="checkbox"/>	Master File Location Fee \$ 25.00 X Total
2375	<input type="checkbox"/>	Master File Background \$250.00 X Total

LIAB	SECTION B	LIQUOR LICENSE FEES
1905	<input type="checkbox"/>	Retail Gaming Tavern License (City) \$500.00
1906	<input type="checkbox"/>	Retail Gaming Tavern License (County) \$500.00
1940	<input type="checkbox"/>	Retail Liquor Store License (City) \$227.50
1941	<input type="checkbox"/>	Retail Liquor Store License (County) \$312.50
1950	<input type="checkbox"/>	Liquor Licensed Drugstore (City) \$227.50
1951	<input type="checkbox"/>	Liquor Licensed Drugstore (County) \$312.50
1960	<input type="checkbox"/>	Beer and Wine License (City) \$436.25
1961	<input type="checkbox"/>	Beer and Wine License (County) \$351.25
1970	<input checked="" type="checkbox"/>	Hotel and Restaurant License (City) \$500.00
1971	<input type="checkbox"/>	Hotel and Restaurant License (County) \$500.00
1975	<input type="checkbox"/>	Brew Pub License (City) \$750.00
1976	<input type="checkbox"/>	Brew Pub License (County) \$750.00
1980	<input type="checkbox"/>	Hotel and Restaurant License w/opt premises (City) \$500.00
1981	<input type="checkbox"/>	Hotel and Restaurant License w/opt premises (County) \$500.00
1983	<input type="checkbox"/>	Manager Registration - H & R \$ 75.00

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

County	City	Industry Type	License Account Number	Liability Date	License Issued Through
				FROM	(Expiration Date)
					TO
State -750 (999)	City 2180-100 (999)	County 2190-100 (999)	Managers Reg -750 (999)		
Cash Fund New License 2300-100 (999)				Cash Fund Transfer License 2310-100 (999)	
				TOTAL	
				\$	

6. Is 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) or manager under the age of twenty-one years? Yes No

7. Has 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) or manager ever (in Colorado or any other state);
 (a) been denied an alcohol beverage license?
 (b) had an alcohol beverage license suspended or revoked?
 (c) had interest in another entity that had an alcohol beverage license suspended or revoked?
 If you answered yes to 7a, b or c, explain in detail on a separate sheet.

8. 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.

9. 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?

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

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

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

Landlord	Tenant	Expires
DO IT NOW REAL ESTATE INC	GROVE'S BLACK DOG SALOON INC	8-31-15

Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11". (Doesn't have to be to scale)

12. 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.

NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST
ALTA RLG			
JAMES GORNICIK			Building Owner

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.

13. **Optional Premises or Hotel and Restaurant Licenses with Optional Premises**
 Has a local ordinance or resolution authorizing optional premises been adopted? Yes No

Number of separate Optional Premises areas requested. _____ (See License Fee Chart)

14. **Liquor Licensed Drug Store applicants, answer the following:**
 (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? COPY MUST BE ATTACHED. Yes No

15. **Club Liquor License applicants answer the following and attach:**
 (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes No

 (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?
 (c) How long has the club been incorporated? _____ (Three years required)
 (d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above?

16. **Brew-Pub License or Vintner Restaurant Applicants answer the following:**
 (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) Yes No

17a. Name of Manager (for all on-premises applicants) EMILY WILBUR (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-1). Date of Birth
[REDACTED]

17b. 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

18. **Tax Distraint Information.** Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements. Yes No

19. 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 8404-1 (Individual History record), and submit finger print cards to their local licensing authority.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
ROGER L. GROVE	2105 CR 245 NE, CO 81647	[REDACTED]	PRES.	58%
SUSAN M. FITTANTO	488 RIVERVIEW DR #408 NE, CO	[REDACTED]	TREAS.	50%

*If total ownership percentage disclosed here does not total 100% applicant must check this box
 Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant

Additional Documents to be submitted by type of entity

- CORPORATION Cert. of Incorp. Cert. of Good Standing (if more than 2 yrs. old) Cert. of Auth. (if a foreign corp.)
- PARTNERSHIP Partnership Agreement (General or Limited) Husband and Wife partnership (no written agreement)
- LIMITED LIABILITY COMPANY Articles of Organization Cert. of Authority (if foreign company) Operating Agrmt.
- ASSOCIATION OR OTHER Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable) SUSAN FITTANTO Address for Service P.O. Box 185 NEW CASTLE CO 81647

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 _____ Title _____ Date _____

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)

Date application filed with local authority _____ Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1)) C.R.S. _____

THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

That each person required to file DR 8404-1 (Individual History Record) has:

- Been fingerprinted Yes No
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

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

- (Check One)
- Date of Inspection or Anticipated Date _____
 - Upon approval of state licensing authority.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority for _____ Telephone Number _____
 TOWN, CITY
 COUNTY

Signature _____ Title _____ Date _____
 Signature (attest) _____ Title _____ Date _____

INDIVIDUAL HISTORY RECORD

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

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business
 Grove's Black Dog Saloon, Inc

2. Your Full Name (last, first, middle) 3. List any other names you have used.
 Wilbur Emily Jean N/A

4. Mailing address (if different from residence)
 335 Elk Range Road Carbondale CO 81623

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current 335 Elk Range Road	Carbondale CO 81623	Jan 2013	present
Previous 2015 Blake Ave #22	Glenwood Springs CO 81601	Jan 2012	Jan 2013

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
White River Bar & Grill	261 main street New Castle CO 81647	BarTender server	NOV. 2010	August 2013
Book Train	723 Grand Ave Glenwood Springs CO 81601	Asst. manager	June 2003	present

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
N/A			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail. Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail. Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)

Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

Yes No

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

13a. Date of Birth		b. Social Security Number SSN		c. Place of Birth		d. U.S. Citizen?	
[REDACTED]		[REDACTED]		Sioux Falls, South Dakota		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, State where				f. When		g. Name of District Court	
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number		k. Permanent Residence Card Number	
l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Sex	q. Race	r. Do you have a current Driver's License? If so, give number and state	
5'11	190	light brown	Blue	F	white	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No CO [REDACTED]	

14. Financial Information.

a. Total purchase price \$ N/A (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ N/A

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$ N/A

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

Type: Cash, Services or Equipment	Source	Amount
N/A		

d. Loan Information (attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
N/A				

Oath of Applicant

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

Authorized Signature	Title	Date
	Manager	8-31-13

INDIVIDUAL HISTORY RECORD

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

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business
 GROVE'S BLACK DOG SALOON, INC.

2. Your Full Name (last, first, middle) 3. List any other names you have used.
 FITTANO, SUSAN, MARGARET N/A

4. Mailing address (if different from residence)
 P.O. BOX 185 NEW CASTLE, CO 81647

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current 2105 CR 245	NEW CASTLE CO 81647	9-1-13	PRESENT
Previous 488 RIVER VIEW DR #408	NEW CASTLE CO 81647	9-1-11	8-31-13

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
ROCKY MOUNTAIN MACALAES	240 MAIN ST. NEW CASTLE CO 81647	OWNER	11-06	PRESENT
VILLAGE SMITHY	26 S. 3RD ST. CARBONATE, CO 81647	SERVER	5-09	10-12
19th ST. DINER	1901 GRAND AVE GWS, CO 81647	BARTENDER	2009	2010

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
N/A			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail. Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail. Yes No

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

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

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

PERSONAL AND FINANCIAL INFORMATION

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

13a. Date of Birth [REDACTED]		b. Social Security Number SSN [REDACTED]		c. Place of Birth BERWYN, IL		d. U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, State where N/A				f. When N/A		g. Name of District Court N/A	
h. Naturalization Certificate Number N/A		i. Date of Certification N/A		j. If an Alien, Give Alien's Registration Card Number N/A		k. Permanent Residence Card Number N/A	
l. Height 5'4"	m. Weight 135	n. Hair Color BROWN	o. Eye Color BROWN	p. Sex F	q. Race CO	r. Do you have a current Driver's License? If so, give number and state <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

14. Financial Information.
 a. Total purchase price \$ N/A (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ 10,000.00

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$ 10,000.00

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

Type: Cash, Services or Equipment	Source	Amount
CASH	PROCEEDS FROM EXISTING BUSINESS	\$5,000.00
CASH/CREDIT	PERSONAL CREDIT CARD	\$5,000.00

d. Loan Information (attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
N/A				

Oath of Applicant

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

Authorized Signature <i>[Signature]</i>	Title OWNER	Date 9-3-13
--	----------------	----------------

INDIVIDUAL HISTORY RECORD

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

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business
 GROVE'S BLACK DOG SALOON

2. Your Full Name (last, first, middle)
 GROVE ROGER LEE

3. List any other names you have used.
 HENDRICKS (LAST)

4. Mailing address (if different from residence)
 P.O. Box 185 NEW CASTLE, CO 81647

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current 2105 C.R. 245	NEW CASTLE CO 81647	12	13
Previous 5717 C.R. 214	NEW CASTLE CO 81647	96	12

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
SELF		OWNER	10	PRESENT
3-D Iron		Superintendent	97	10

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
N/A			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.
 Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.
 Yes No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

Yes No

DUI 2012 pleaded guilty

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)

Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

Yes No

PERSONAL AND FINANCIAL INFORMATION

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

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

14. Financial Information.

a. Total purchase price \$ N/A (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ \$10,000⁰⁰

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$ \$10,000⁰⁰

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

Type: Cash, Services or Equipment	Source	Amount
CASH	Proceeds from Existing Bus.	\$5000 ⁰⁰
CREDIT	PERSONAL CREDIT CARD	\$5000 ⁰⁰

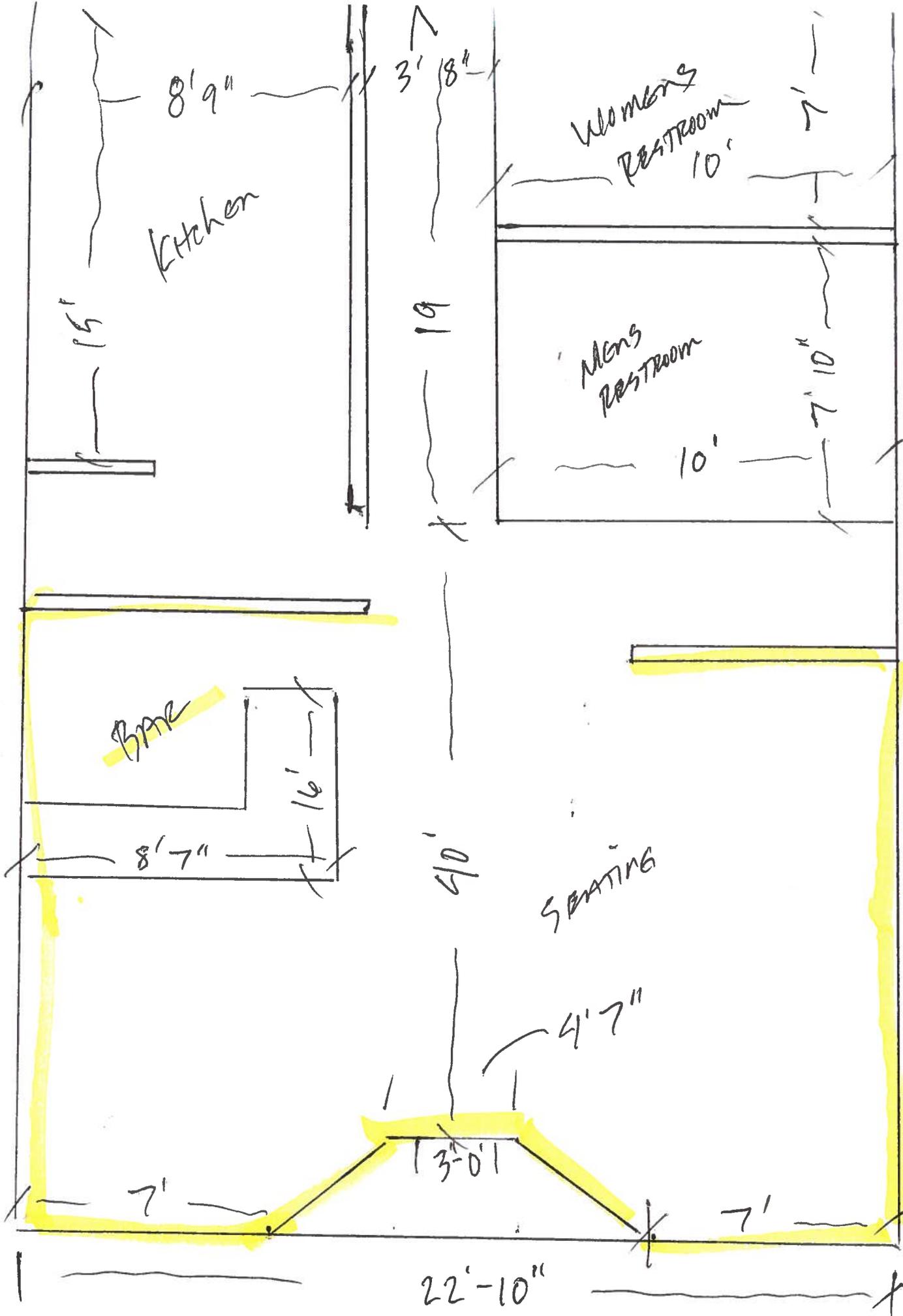
d. Loan Information (attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
N/A.				

Oath of Applicant

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

Authorized Signature	Title	Date
	OWNER	9/02/13





12'6"

BEER + Dry
FOOD STORAGE

BASMENT

STORAGE

14'8"

DOOR

LIQUOR
STORAGE

13'

STORAGE

LIQUOR

13'6"

5'8"

HALLWAY ABOVE

4'

Down

9'9"

STAIRS
UP ↑
3'

13'10"

Kitchen

10'

Apt.

STAIRS
DOWN ↓

BATH

Cold Food
STORAGE

10'7"

STAIRS
DOWN ↓

Future
STORAGE

8'5"

HALL

5'4"

3'8"

6'

CLOSET

3'6"

3'6"

GREASE
TRAP

HALL

WATER
HEATER

2'6"

STATE OF COLORADO

John W. Hickenlooper, Governor
Christopher E. Urbina, MD, MPH
Executive Director and Chief Medical Officer

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S. Laboratory Services Division
Denver, Colorado 80246-1530 8100 Lowry Blvd.
Phone (303) 692-2000 Denver, Colorado 80230-6928
Located in Glendale, Colorado (303) 692-3090
<http://www.cdphe.state.co.us>



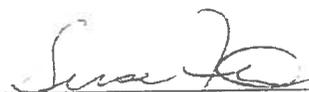
Colorado Department
of Public Health
and Environment

August 29, 2013

Groves Black Dog Saloon
Attention: Susan Fittanto
Site Address
New Castle, CO 81647

VOLUNTARY CLOSURE AGREEMENT

I, Susan Fittanto owner and/or operator of the Groves Black Dog Saloon in New Castle, Colorado, do hereby agree to voluntarily close the above-named facility if, upon the first inspection by the Colorado Department of Public Health and Environment, any items are found to be in violation of the *Colorado Retail Food Establishment Rules and Regulations*. The facility shall then remain closed until those items of significance to public health are corrected and approval to re-open is obtained from the Colorado Department of Public Health and Environment.



Owner/Operator

8/31/13
Date



CDPH&E Representative

9/3/13
Date

AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:
Beverage Distributors, Southern Wine & Spirits, CR Goodman Co.

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the: Licensee Applicant

- Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 2 day of September, 20 13.

Seller:

Joseph Todd 28696730000
Licensee & License Number

White River Band Grill Inc
Trade name

[Signature]
Signature

Owner/President
Position

Joseph Todd
Print Name

Buyer:

GROVE'S BLACK DOG SALOON INC
Applicant

GROVE'S BLACK DOG SALOON INC.
Trade name

[Signature]
Signature

OWNER
Position

ROGER GROVE
Print Name

COMMERCIAL
LEASE

THIS LEASE is made and entered into effective as of this 1st day of September, 2013 by and between **DO IT NOW REAL ESTATE GROUP, INC.** whose address is P.O. Box 1296, Glenwood Springs, CO 81602 (the "Landlord"), and **Grove's Black Dog Saloon, Inc.** (the "Tenant") whose address is 219 W. Main Street, New Castle, CO 81647.

For and in Consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agrees as follows:

1. **PREMISES.** Landlord hereby leases to Tenant the following described real property: 219 W. Main, New Castle, Colorado, and all restaurant equipment and fixtures as of the day of signing of this Lease along with the studio apartment located in the rear of the building. The leased premises includes the land and improvements on such real property. Such letting is upon and subject to the terms, conditions and covenants set forth below and Tenant covenants as material part of the consideration for this Lease to keep and perform all such terms, conditions and covenants.
2. **TERM.** The term of this Lease shall be for a period of two (2) years commencing at 8:00 A.M. on the 1st day of September, 2013, and ending at 5:00 P.M. on the last day of August, 2015.
3. **RENT.** Tenant shall pay Landlord rent for the leased premises at Landlord's address as stated above. Rent shall be paid in advance, in monthly installments due on the 1st day of the preceding month and without demand, counterclaim, deduction or set-off. The rent shall be U.S. \$1,500.00 per month plus Real Estate Property Taxes, and plus all adjustments and other charges due hereunder.
4. **LATE CHARGES AND INTEREST.** Tenant acknowledges Landlord will incur costs and expenses not contemplated by this Lease if Tenant fails to pay rent within five (5) days of the due date. Therefore, Tenant shall pay Landlord (a) a late charge of \$150.00 if payment is not made within five (5) business days of the due date; (b) interest at the rate of 1.5% per month on any past due amounts calculated from the respective due dates and without regard to imposition of any late charge; and (c) a charge of \$50.00 for any check or draft which is returned unpaid or dishonored.
5. **POSSESSION.** Tenant shall be entitled to access to and possession of the leased premises for the purpose of preparing and readying the same for occupancy by Tenant.
6. **USE OF LEASED PREMISES.** The leased premises shall be use din the matter it has historically been used, for restaurant bar, and studio apartment in rear of building.
7. **UTILITY AND OTHER SERVICES.** Tenant shall be solely responsible for and shall pay the cost of all utilities, including electric, natural gas, water, sewer, trash removal, communications and telephone, and other services to the leased premises. The physical

installation or modification of such communication services shall be subject to Landlord's prior written approval.

8. PROPERTY TAXES. Tenant shall pay all general real property taxes (including special assessments) levied against the property, as per Garfield County assessment history currently estimated at \$2470.00 a year or \$205.84 per month. To be collected by tenant from rents received by subleasing the studio apartment. All other rents additionally received by tenant from subleasing the studio apartment is solely the income of the tenant.
9. INSURANCE. Landlord shall keep and maintain (i) fire, casualty, liability and extended coverage insurance on the leased premises, in such amounts as Landlord shall from time to time determine, (ii) fire and extended coverage insurance on Landlord's property in such amounts as Landlord shall from time to time determined. Tenant shall keep and maintain (I) public liability insurance for the leased premises and any business or operations conducted on the leased premises with coverage for bodily injury and property damage on a comprehensive basis with limits of not less than \$1,000,000.00; and (ii) fire and extended coverage insurance on Tenant's property equal to the full replacement cost. All public liability insurance policies shall name Landlord as an additional insured. Tenant shall provide Landlord with certificates of such insurance prior to taking possession and on each anniversary of the commencement of this Lease. No such policy or policies may be canceled without ten (10) days prior written notice to Landlord, and said certificates shall so provide. In the event of damage to the leased premises covered by insurance, Landlord shall use the proceeds of such insurance to repair and restore the leased premises. All insurance policies and insurance companies selected by Tenant shall be subject to the prior written and reasonable approval of Landlord. In the event Landlord elects to maintain public liability insurance for the leased premises, Tenant's public liability insurance for the leased premises shall be deemed the primary insurance coverage.
10. ACCEPTANCE OF PREMISES. Tenant accepts the leased premises in its present condition unless otherwise agreed in writing by an Addendum signed by the parties and annexed to this Lease. Tenant acknowledges that Tenant has inspected the leased premises and all utilities, appurtenances, access and other services to the leased premises and is satisfied with all aspects of same. Tenant further acknowledges that neither Landlord nor any agent or other representative of Landlord has made any representation or warranty as to the suitability of the leased premises for the conduct of Tenant's operations. Subject to the provisions on alterations requiring the Landlord's written consent, all work, improvements and alterations required for Tenant's use of the leased premises will be accomplished at Tenant's sole cost and expense.
11. MAINTENANCE, ALTERATIONS AND REPAIRS Tenant shall, at Tenant's sole expense keep the leased premises in good repair during the term of this Lease. Tenant shall not, without the prior written consent of Landlord, make any alterations, improvements, or additions to the leased premises, including, but not limited to,

partitions, wall coverings, floor coverings and special lighting installations. In the event Tenant desires to make any alterations, improvements or additions, Tenant shall first submit plans and specifications and obtain Landlord's written consent for same prior to commencing any such work. All alterations, improvements or additions, whether temporary or permanent in nature, made by Landlord or Tenant in or upon the leased premises, shall become Landlord's property and shall remain upon the leased premises at the termination of this Lease by lapse of time or otherwise, without compensation to Tenant (excepting only Tenant's furniture, trade fixtures and equipment, provided by, installed by and paid by Tenant after the signing of this Lease.); provided, however, that Landlord shall have the right to require Tenant to remove such alterations, improvements or additions at Tenant's cost upon the termination of this Lease and the repair of any damage caused to the leased premises as a result of any such removal shall be paid for by Tenant. Tenant shall promptly pay the cost and expense of all work on the leased premises and upon completion deliver to Landlord evidence of payment and waivers of all liens for labor, services or materials. Tenant shall defend and hold Landlord and the leased premises harmless from all costs, damages or liens for labor, services or materials relating to such work. At least five (5) days prior to the commencement of any work on the leased premises, Tenant shall notify Landlord of the names and addresses of the persons supplying labor and materials for the proposed work. During the progress of any such work on the leased premises, Landlord shall have the right to go upon and inspect the leased premises at all reasonable times, and shall have the right to post and keep posted thereon notices of non-liability as provided by law.

12. HAZARDOUS MATERIALS. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the leased premises by Tenant, Tenants agents, employees, contractors or invitees. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority. The term "Hazardous Material" includes, without limitation, (i) any material or substance that is defined as a "hazardous substance" or "hazardous waste" under law, (ii) petroleum, (iii) asbestos, or (iv) any material that is defined as a "regulated substance."
13. SIGNS. Tenant shall have the right to erect and install additional signs in and about the leased premises; provided, however, that all such signs shall comply with the City of New Castle sign code and shall be kept in good condition and repair at Tenant's sole cost and expense. The design and size of any such sign shall be subject to prior written approval of Landlord.
14. ADDITIONAL COVENANTS OF TENANT. In addition to the terms, conditions and covenants set forth elsewhere in this Lease, Tenant covenants with Landlord that Tenant shall:
 - a. Keep and maintain the leased premises in a sanitary condition as required by state and local ordinances and comply with fire, safety, health, environmental, building zoning, discrimination and all other laws regulating the use of the leased premises now or hereafter in force:
 - b. Keep and maintain the leased premises, including glass, electrical

- apparatus, wiring, other fixtures, doors, floors, walls and ceilings in good condition and repair, and at the expiration of this Lease to render and deliver up the leased premises broom clean and in as good order and condition as when entered upon, loss by fire, inevitable acts, and ordinary wear and depreciation excepted;
- c. Neither commit, suffer nor permit any waste, damage, disfiguration or injury to the leased premises or any improvements, fixtures or equipment located therein;
 - d. Neither keep, use nor sell any article or substance on the leased premises which may be hazardous or toxic as determined by governmental health or safety authorities or prohibited by any insurance policy in force;
 - e. Neither commit nor suffer any disorderly conduct, noise or nuisance whatever about the leased premises having a tendency to annoy or disturb other persons on adjacent property;
 - f. Neither permit nor suffer the leased premises or the walls or floors thereof to be endangered by overloading, nor use the leased premises for any purpose which would render the insurance thereon void or the insurance risk more hazardous.
15. DAMAGE BY TENANT. If any part of Landlord's property is damaged or destroyed through the negligence, carelessness, abuse or misuse of Tenant, Tenant's agents, employees, contractors, or invitees, then the cost of necessary repairs and replacements shall be paid by Tenant, to Landlord, on demand, as additional rent.
16. COVENANT OF QUIET ENJOYMENT. Landlord covenants that Landlord is the owner of the leased premises and has the power and authority to grant and make the within Lease; that during the of term and subject to the terms of this Lease and on condition that Tenant shall discharge all Tenant's obligations hereunder, Tenant shall have and enjoy the quiet and undisturbed possession of the leased premises.
17. LANDLORD'S OBLIGATIONS. Landlord, at Landlord's cost, shall maintain in good condition the following:
- a. The structural parts of the building, which structural parts include only the foundation, bearing and exterior walls (excluding glass and doors), sub-flooring and roof;
 - b. The electrical, gas lines and fixtures lying outside the building;
18. HOLD OVER It is mutually agreed that if, after the expiration of this Lease, Tenant shall remain in possession of the leased premises and continue to pay rent without written agreement as to such possession, then Tenant shall be deemed a tenant from month to month at a rent payable, in advance, equal to the monthly rent set forth above and otherwise shall be subject to all terms and conditions of this Lease and further provided each party shall give thirty (30) days prior written notice of the termination of such hold over tenancy.
19. LANDLORD'S RIGHT TO PERFORM. If Tenant breaches any covenant or condition of this Lease, Landlord may cure such breach at the expense of Tenant and the reasonable amount of all expenses, including attorney's fees, incurred by Landlord in doing so shall be deemed additional rent payable on demand.

20. ENTRY BY LANDLORD. Landlord and Landlord's agents shall have the right to enter the leased premises at all reasonable times for the purpose of examining or inspecting same, to make such alterations, repairs, improvements or additions to the leased premises as Landlord may deem necessary or desirable. Landlord may enter by means of a master key, without liability to Tenant, except for any failure to exercise due care for Tenant's property, and without affecting this Lease. Landlord shall use reasonable efforts on any such entry not to unreasonably interrupt or interfere with Tenant's use and occupancy of the leased premises.
21. ABANDONMENT OF PERSONAL PROPERTY. If Tenant shall abandon, vacate or surrender the leased premises or shall be dispossessed by process of law or otherwise, then any personal property belonging to Tenant and left on the leased premises shall be deemed abandoned.
22. DEFAULT. Each one of the following events is an "event of default":
- a. Tenant fails to pay rent or any other amount payable to Landlord under this Lease and such failure continues for three (3) days after written notice of such default is given to Tenant in accordance with Colorado law;
 - b. Tenant vacates or abandons the leased premises at any time prior to the end of this Lease;
 - c. This Lease or possession of the leased premises is transferred to or obtained by any person without the written consent of Landlord in accordance with the terms of this Lease;
 - d. This Lease or possession of the leased premises is taken upon execution or by other process of law directed against Tenant, or is taken upon attachment by any creditor of or claimant against Tenant, and such writ is not discharged within fifteen (15) days after levy; or
 - e. Tenant fails to perform any other agreement, term, covenant or condition of this Lease on Tenant's part to be performed and such non-performance continues for a period of fifteen (15) days after written notice of such default by Landlord is given to Tenant, provided that if such default cannot be reasonably cured within such fifteen (15) day period, Tenant, in good faith, may commence such cure within such fifteen (15) day period and shall thereafter diligently proceed to completion.
23. REMEDIES UPON DEFAULT. In the event of an uncured default by Tenant, Landlord may have any one or more of the following described remedies, in addition to all other rights and remedies provided in law or in equity;
- a. Landlord may terminate this Lease and forthwith repossess the leased premises and be entitled to recover as damages a sum of money equal to the total of (a) the cost of recovering the leased premises, including Landlord's attorney's fees; (b) the unpaid rent earned at the time of termination, plus interest thereon at the rate of eighteen percent (18%) per annum from the due date; (c) damages for the wrongful withholding of the leased premises by Tenant; and (d) any other damages owed by Tenant to Landlord.

- b. Interest on Landlord Advances. Any amounts paid by Landlord to cure any defaults of Tenant under this Lease which Landlord shall have the right, but not the obligation, to cure, shall, if not repaid by Tenant within five (5) days of written demand by Landlord, thereafter bear interest at the rate of eighteen percent (18%) per annum until paid.
24. CASUALTY. In the event the leased premises are destroyed or become untenable as a result of damage by fire or other casualty, Landlord shall have the obligation of repairing and restoring the leased premises to their former state and condition within ninety (90) days from and after the date of said casualty; provided, however, such repairs and restoration can be reasonably so accomplished within said period of time. If the damages are so extensive that such repairs and restoration cannot reasonably be made within said ninety (90) day period, then this Lease shall be deemed terminated. If the leased premises are repaired and restored as herein provided, then rent shall abate during the time the leased premises remain untenable. If the Lease is terminated as herein provided, Tenant's obligation for the payment of rent shall cease as of the day following such casualty and Landlord shall be released from any further liability under this Lease.
25. INDEMNIFICATION OF LANDLORD. Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims arising from (i) Tenant's use of the leased premises, or from the conduct of Tenant's operation in or about the leased premises; (ii) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; (iii) the negligence of Tenant, or any of Tenant's agents, contractors or employees; and (iv) against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceedings brought thereon. In no event, however, shall Landlord be entitled to indemnification under this Section if such claim arises from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease, or arising from any negligence of Landlord, or any of Landlord's agents, contractors or employees.
26. INDEMNIFICATION OF TENANT. Landlord shall defend, indemnify and hold harmless Tenant from and against any and all claims arising from (i) any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease; (ii) the negligence of Landlord, or any of Landlord's agents, contractors or employees; and (iii) from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In no event, however, shall Tenant be entitled to indemnification under this Section if such claim arises from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors or employees.
27. ATTORNEY'S FEES. In the event of any litigation or arbitration between Tenant and Landlord to enforce any provision of this Lease or any right of either party in this Lease,

the unsuccessful party to such litigation or arbitration shall pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred in such proceeding. Moreover, if Landlord, without fault is made a party to any litigation instituted by or against Tenant, Tenant shall indemnify Landlord against, and protect, defend and save Landlord harmless from all costs and expenses, including attorney's fees, incurred by Landlord in connection with same. To the extent permitted by law, Landlord and Tenant hereby waive the right to a jury trial in any legal proceeding relating to this Lease.

28. RIGHTS RESERVED. Landlord reserves the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession, or giving rise to any claim for set-off or abatement of rent:
- a. To make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the leased premises and for such purposes to enter upon the leased premises, and during the continuance of said work to temporarily close doors, entryways and corridors in the building and parking areas and access ways adjacent to the leased premises and to interrupt or temporarily suspend building services and facilities;
 - b. To enter the leased premises at all reasonable times for the purpose of examining or inspecting same and to show same to prospective purchasers or tenants; and
 - c. To have and retain a paramount title to the leased premises free and clear of any act of Tenant;

Landlord shall use reasonable efforts on any entry to the leased premises not to unreasonably interrupt or interfere with Tenant's use and occupancy of the leased premises.

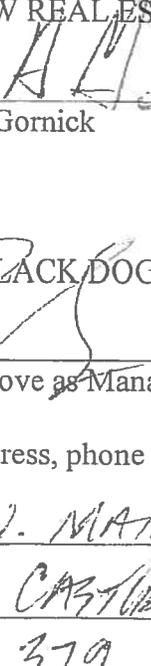
29. ASSIGNABILITY. Tenant shall not sublet except for studio apartment, assign, encumber, otherwise transfer any interest in this Lease or the leased premises without the express written consent of the Landlord having been first obtained, which consent need not release Tenant from any obligation under this Lease. Any sublease, assignment, transfer or sale of this Lease, or any part thereof, by Tenant without the express written consent of the Landlord shall be invalid, null and void. It is further understood and agreed, however, that Landlord shall have the right to freely assign and transfer Landlord's interest in and to this Lease or the leased premises and Tenant shall remain bound under the terms of this Lease without the necessity of an express atonement to any such assignee or transferee.
30. NOTICES. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed ordinary mail, postage prepaid, addressed (a) if to Tenant, at the Company post office box, and (b) if to Landlord, at Landlord's address first above set forth, or at such other addresses as the parties may designate in writing. Notice shall be deemed to have been fully given, if personally delivered, upon delivery thereof, and if mailed, one (1) day after the mailing thereof.

(Landlord)
DO IT ~~KNOW~~ REAL ESTATE GROUP, INC.

By: 
James A. Gornick

8/30/13
Date

(Tenant)
GROVE'S BLACK DOG SALOON, INC.

By: 
Roger Grove as Manager

8/30/13
Date

(Tenant's address, phone #s & e-mail)

219 W. MAIN ST.
NEW CASTLE CO 81047
970 379 8801
rlg.steelworks@gmail.com



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.

Colorado Secretary of State
 Date and Time: 08/27/2013 10:44 PM
 ID Number: 20131499309
 Document number: 20131499309
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation
 filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

Grove's Black Dog Saloon, Inc.

(The name of a corporation must contain the term or abbreviation "corporation", "incorporated", "company", "limited", "corp.", "inc.", "co." or "Ltd.". See §7-90-601, C.R.S. If the corporation is a professional or special purpose corporation, other law may apply.)

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

2. The principal office address of the corporation's initial principal office is

Street address

219 Main St.

(Street number and name)

New Castle

(City)

CO

(State)

81647

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(leave blank if same as street address)

P.O. Box 185

(Street number and name or Post Office Box information)

New Castle

(City)

CO

(State)

81647

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name

(if an individual)

Fittanto

(Last)

Susan

(First)

Margaret

(Middle)

(Suffix)

or

(if an entity)

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

Street address

2105 CR 245

(Street number and name)

New Castle

(City)

CO

(State)

81647

(ZIP/Postal Code)

Mailing address

(leave blank if same as street address)

P.O. Box 185

(Street number and name or Post Office Box information)

New Castle CO 81647
(City) (State) (ZIP/Postal Code)

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

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

4. The true name and mailing address of the incorporator are

Name
(if an individual) Grove Roger Lee
(Last) (First) (Middle) (Suffix)
or

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

Mailing address P.O. 185
(Street number and name or Post Office Box information)
New Castle CO 81647
(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 corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

(If the following statement applies, adopt the statement by marking the box and enter the number of shares.)

The corporation is authorized to issue 1,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

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

Additional information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

(Caution: At least one box must be marked. Both boxes may be marked, if applicable.)

6. (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.

7. (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.

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

<u>Fittanto</u>	<u>Susan</u>	<u>Margaret</u>	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>P.O. Box 185</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>New Castle</u>	<u>CO</u>	<u>81647</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u>United States</u>			
<small>(Province – if applicable)</small>		<small>(Country)</small>	

(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).

**TOWN OF NEW CASTLE
RESOLUTION NO. TC-2013-22**

A Resolution of the Town Council of the Town of New Castle Approving an Application from Grove's Black Dog Saloon, Inc. for a Hotel and Restaurant License.

WHEREAS, Grove's Black Dog Saloon, Inc. (Applicant) has applied for a hotel and restaurant license at 219 West Main Street, New Castle, Colorado; and

WHEREAS, the Town Council of the Town of New Castle held a duly noticed public hearing on October 15, 2013 to consider the application; and

WHEREAS, the Town Council listened to testimony from staff, the Applicant, and members of the public concerning the application; and

WHEREAS, the Town Council finds:

1. Within the previous 2 years, the Town Council has not denied an application for the same class of license at this location or within 500 feet of this location for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing outlets;
2. The Applicant is entitled to possession of the premises to be licensed by ownership, lease, rental, or other arrangement;
3. The sale of alcohol beverages at the premises is permitted under the zoning regulations applicable to the premises;
4. The building in which the alcohol beverages are to be sold is not located within 500 feet of any public or parochial school or the principal campus of any college, university, or seminary;
5. The Applicant's officers, and members holding 10 percent or more interest in the Applicant, are of good moral character;
6. The reasonable requirements of the neighborhood for the type of license for which application has been made; the desires of the adult inhabitants; and the number, type, and availability of alcohol beverage outlets located in or near the neighborhood under consideration justify the granting of the license; and

WHEREAS, based on the application and the testimony, the Town Council desires to approve the application.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of New Castle, Colorado:

1. Recitals. The Town Council adopts the foregoing recitals as findings of fact and determinations of the Council.
2. Definition of the Application. The Application consists of the documents and information identified by the Town Clerk, plus all representations of the Applicant reflected in the minutes of the Town Council public hearing on October 15, 2013.
3. Approval. The Town Council approves the Application.

Introduced, Read and Adopted at a regular meeting of the Town Council of the Town of New Castle, Colorado, on October 15, 2013.

TOWN OF NEW CASTLE

Frank Breslin, Mayor

ATTEST:

Melody Harrison, Town Clerk