

## New Liquor License Staff Report

**DATE:** NOVEMBER 27, 2024  
**TO:** DOUGLAS COUNTY LOCAL LIQUOR LICENSING AUTHORITY  
**THROUGH:** DOUGLAS J. DEBORD, COUNTY MANAGER  
**FROM:** TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT *SK for TD*  
**CC:** SHANNA AUSTIN, PUBLIC OUTREACH AND ASSISTANCE MANAGER  
KATI CARTER, AICP, ASSISTANT DIRECTOR OF PLANNING RESOURCES  
**SUBJECT: THE HANGOUT – TAVERN LIQUOR LICENSE**

**PROJECT FILE: LL2024-068**

**OWNER:**  
CITY AND COUNTY OF DENVER  
201 W COLFAX AVE  
DENVER, CO 80202

**REPRESENTATIVE:**  
CAROLYN AND JASON ANDERSON  
8570 S STATE HIGHWAY 67 UNIT A  
SEDALIA, CO 80135

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**LOCAL LIQUOR LICENSING AUTHORITY HEARING:**

**December 9, 2024**

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**I. REQUEST**

**A. Request**

Approval of a tavern liquor license for The Hangout at Deckers, LLC dba The Hangout.

**B. Project Description**

An application for a new tavern liquor license was submitted on October 18, 2024. This type of liquor license must comply with Section 44-3-414 of the Colorado Liquor Code. Under a tavern liquor license, alcoholic beverages must be sold for consumption on the premises.

**C. Location**

The site is located at 8570 South State Highway 67 in Deckers. It is located on the western edge of the County, north of Y Camp Road.

## II. CONTEXT

County staff has confirmed that this site has had similar uses since at least the 1930s. The Hangout is a tavern with business hours of alcohol sales Monday to Sunday from 11:00 a.m. to 10:00 p.m. There are 3 full-time and 6 part-time employees. The premises will be closely monitored by the manager on duty.

## III. PUBLIC NOTICE AND INPUT

In accordance with the Colorado Liquor Code, public notice is required to be posted on the site and published in a local newspaper. No public comment, other than the petitions, has been received.

## IV. STAFF ANALYSIS

A tavern liquor license may be approved upon the finding that:

- **Notice was posted and published.**  
*Staff Comment:* Notice was posted on November 26, 2024, and published on November 28, 2024.
- **The license meets the requirements of the neighborhood.**  
*Staff Comment:* The licensed premises is not within 500 feet of a school or within 500 feet of a premises where, within the past two years, a license has been denied based on lack of needs and desires; or any place in violation of local zoning ordinances.
- **The number of similar liquor establishments in the neighborhood does not adequately provide for the needs of the neighborhood.**  
*Staff Comment:* A residential petition and a business petition were conducted on November 12, 2024 by Alcohol Petitioning Services. The purpose of the petitions is to identify the needs and desires of the community. The petitions were performed within a one-mile radius from this location. The eligible contacts that were petitioned signed 100% in support of the license.
- **The licensee is of good moral character.**  
*Staff Comment:* Background investigations are complete and show no relevant criminal history.
- **The licensee has legal possession of the premises.**  
*Staff Comment:* The applicant has provided the lease agreement showing legal possession of the premises.

- **The premises is suitable for the requested license.**  
*Staff Comment: The property is zoned as Agricultural One (A1) and County staff has confirmed that this site has had similar uses since at least the 1930s.*

**V. STAFF ASSESSMENT**

Staff has evaluated the liquor license in accordance with the Colorado Liquor Code. Should the Authority find that the requirements for the new liquor license are met, the following proposed condition shall be considered for inclusion in the motion to approve the license:

1. Prior to issuance of the license, the State of Colorado License shall be approved and provided to Douglas County.
2. Prior to issuance of the license, staff will conduct an inspection of the premises.

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**Section A Nonrefundable application fees\***

- Application Fee for New License .....\$1,100.00
- Application Fee for New License with Concurrent Review .....\$1,200.00
- Application Fee for Transfer.....\$1,100.00

**Section B Liquor License Fees\***

- Add Optional Premises to H & R .....\$100.00 X  Total
- Add Sidewalk Service Area.....\$75.00
- Arts License (City).....\$308.75
- Arts License (County) .....\$308.75
- Beer and Wine License (City).....\$351.25
- Beer and Wine License (County).....\$436.25
- Brew Pub License (City) ..... \$750.00
- Brew Pub License (County).....\$750.00
- Campus Liquor Complex (City) .....\$500.00
- Campus Liquor Complex (County) .....\$500.00
- Campus Liquor Complex (State) .....\$500.00
- Club License (City) .....\$308.75
- Club License (County).....\$308.75
- Distillery Pub License (City).....\$750.00
- Distillery Pub License (County) .....\$750.00
- Hotel and Restaurant License (City).....\$500.00
- Hotel and Restaurant License (County) .....\$500.00
- Hotel and Restaurant License with one optional premises (City).....\$600.00
- Hotel and Restaurant License with one optional premises (County).....\$600.00

**Section B Liquor License Fees\* (Continued)**

<input type="checkbox"/>	Liquor–Licensed Drugstore (City).....	\$227.50
<input type="checkbox"/>	Liquor–Licensed Drugstore (County).....	\$312.50
<input type="checkbox"/>	Lodging & Entertainment - L&E (City) .....	\$500.00
<input type="checkbox"/>	Lodging & Entertainment - L&E (County).....	\$500.00
<input type="checkbox"/>	Manager Registration - H & R .....	\$30.00
<input checked="" type="checkbox"/>	Manager Registration - Tavern .....	\$30.00
<input type="checkbox"/>	Manager Registration - Lodging & Entertainment .....	\$30.00
<input type="checkbox"/>	Manager Registration - Campus Liquor Complex .....	\$30.00
<input type="checkbox"/>	Optional Premises License (City) .....	\$500.00
<input type="checkbox"/>	Optional Premises License (County).....	\$500.00
<input type="checkbox"/>	Racetrack License (City) .....	\$500.00
<input type="checkbox"/>	Racetrack License (County).....	\$500.00
<input type="checkbox"/>	Resort Complex License (City).....	\$500.00
<input type="checkbox"/>	Resort Complex License (County).....	\$500.00
<input type="checkbox"/>	Related Facility - Campus Liquor Complex (City).....	\$160.00
<input type="checkbox"/>	Related Facility - Campus Liquor Complex (County) .....	\$160.00
<input type="checkbox"/>	Related Facility - Campus Liquor Complex (State) .....	\$160.00
<input type="checkbox"/>	Retail Gaming Tavern License (City).....	\$500.00
<input type="checkbox"/>	Retail Gaming Tavern License (County).....	\$500.00
<input type="checkbox"/>	Retail Liquor Store License - Additional (City).....	\$227.50
<input type="checkbox"/>	Retail Liquor Store License - Additional (County).....	\$312.50
<input type="checkbox"/>	Retail Liquor Store (City) .....	\$227.50

**Section B Liquor License Fees\* (Continued)**

- Retail Liquor Store (County).....\$312.50
- Tavern License (City).....\$500.00
- Tavern License (County).....\$500.00
- Vintners Restaurant License (City).....\$750.00
- Vintners Restaurant License (County).....\$750.00

**Questions? Visit: [SBG.Colorado.gov/Liquor](http://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](https://sbg.colorado.gov/liquor) for more information**

**Items submitted, please check all appropriate boxes completed or documents submitted**

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## I. Applicant information

- Applicant/Licensee identified
- State sales tax license number listed or applied for at time of application
- License type or other transaction identified
- Return originals to local authority (additional items may be required by the local licensing authority)
- All sections of the application need to be completed
- 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

- No larger than 8½" X 11"
- Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- Separate diagram for each floor (if multiple levels)
- Return originals to local authority (additional items may be required by the local licensing authority)
- Kitchen - identified if Hotel and Restaurant
- Bold/Outlined Licensed Premises

## III. Proof of property possession (One Year Needed)

- Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

#### IV. Background information (DR 8404-I) and financial documents

- Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State  
**Do not complete fingerprint cards prior to submitting your application.**  
The Vendors are as follows:  
**IdentoGO**  
Appointment Scheduling Website: <https://uenroll.identogo.com/workflows/25YQHT>  
Phone: 844-539-5539 (toll-free)  
IdentoGO FAQs: <https://www.colorado.gov/pacific/cbi/identification-faqs>  
State Liquor Code for IdentoGO: 25YQHT  
**Colorado Fingerprinting**  
Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>  
Phone: 720-292-2722 833-224-2227 (toll free)  
State Liquor Code for Colorado Fingerprinting: C030LIQI

- Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- List of all notes and loans (Copies to also be attached)

#### V. Sole proprietor/husband and wife partnership (if applicable)

- Form DR 4679 Lawful Presence Affidavit
- Copy of State issued Driver's License or Colorado Identification Card for each applicant

#### VI. Corporate applicant information (if applicable)

- Certificate of Incorporation
- Certificate of Good Standing
- Certificate of Authorization if foreign corporation (out of state applicants only)

#### VII. Partnership applicant information (if applicable)

- Partnership Agreement (general or limited).
- Certificate of Good Standing

#### VIII. Limited Liability Company applicant information (if applicable)

- Copy of articles of organization
- Certificate of Good Standing
- Copy of Operating Agreement (if applicable)
- 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

- \$30.00 fee
- If owner is managing, no fee required

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?.....  Yes  No
2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
- a. Been denied an alcohol beverage license?.....  Yes  No
  - b. Had an alcohol beverage license suspended or revoked?.....  Yes  No
  - c. Had interest in another entity that had an alcohol beverage license suspended or revoked?.....  Yes  No

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

3. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years?.....  Yes  No

If "yes", explain in detail.

4. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?.....  Yes  No

or

Waiver by local ordinance?  Yes  No

Other

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.....  Yes  No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.....  Yes  No N/A

For additional Retail Liquor Store only.

a. Was your Retail Liquor Store License issued on or before January 1, 2016?....  Yes  No

b. Are you a Colorado resident?.....  Yes  No

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any **current** financial interest in said business including any loans to or from a licensee.....  Yes  No

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?.....  Yes  No

Ownership  Lease  Other (Explain in detail)

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

Landlord	Tenant	Expires
Denver Water	The Hangout at Deckers, LLC	8/31/2029

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9.....  Yes  No

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name		First Name	
<input type="text"/>		<input type="text"/>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

Last Name		First Name	
<input type="text"/>		<input type="text"/>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

Last Name		First Name	
<input type="text"/>		<input type="text"/>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

**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.**

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

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

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

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

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



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

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

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?.....  Yes  No

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

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

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

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached).....  Yes  No **N/A**

14. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?.....  Yes  No **N/A**

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

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

15. For all on-premises applicants.

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

Last Name of Manager

First Name of Manager

16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.....  Yes  No

Name

Type of License

Account Number

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

N/A

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

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager

First Name of Manager

18. Tax Information.

- a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?.....  Yes  No

- b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....  Yes  No

If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. **All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Date of Birth (MM/DD/YY)
Carolyn Anderson	05/26/1970

Street Address  
2453 South Platte River Rd

City	State	ZIP Code	Position	%Owned
Sedalia	CO		80135	50

Name	Date of Birth (MM/DD/YY)
Jason Anderson	06/17/1970

Street Address  
2453 South Platte River Rd

City	State	ZIP Code	Position	%Owned
Sedalia	CO		80135	50

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	%Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	%Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	%Owned

\*\* If applicant is owned 100% by a parent company, please list the designated principal officer on above.

\*\* Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

\*\* If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

### Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name	Title
Carolyn Anderson	Managing Member
Authorized Signature	Date (MM/DD/YY)
<i>Carolyn Anderson</i>	9/1/24

### 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)
10/18/24	12/9/24

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

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

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

(Check One)

- Date of inspection or anticipated date
- Will conduct inspection upon approval of state licensing authority

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? .....  Yes  No N/A

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? .....  Yes  No N/A

**NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? .....  Yes  No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for  Telephone Number   Town, City  
 County

Printed Name  Title

Signature  Date (MM/DD/YY)

Printed Name  Title

Signature  Date (MM/DD/YY)

## Tax Check Authorization, Waiver, and Request to Release Information

I, Carolyn Anderson

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter “Waiver”) on behalf of

(the “Applicant/Licensee”)

The Hangout at Deckers, LLC

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)

The Hangout at Deckers, LLC

Social Security Number/Tax Identification Number

99-4430415

Home Phone Number

303-304-6536

Business/Work Phone Number

303-304-6536

Street Address

8570 South State Hwy 67 Unit A

City

Sedalia

State

CO

ZIP Code

80135

Printed name of person signing on behalf of the Applicant/Licensee

Carolyn Anderson

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

*Carolyn Anderson*

Date Signed

9/1/24

### 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).

## 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, Tavern and Lodging and Entertainment 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.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

Name of Business

The Hangout at Deckers, LLC

Home Phone Number

303-647-2188

Cellular Number

303-304-6536

Your Full Name (last, first, middle)

Anderson, Carolyn Elizabeth

List any other names you have used

Roberts, Teague

Mailing address (if different from residence)

2453 South Platte River Rd

Email Address

carolyn@deckershngout.com

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

Current Street and Number

2453 South Platte River Rd

Current City, State, ZIP

Sedalia, CO 80135

From:

4/7/2021

To:

Current

Previous Street and Number

7910 South State Hwy 67

Previous City, State, ZIP

Sedalia, CO 80135

From:

6/2019

To:

4/2021



**Individual History Record (Continued)**

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

Name of Employer or Business

The Hangout at Deckers, LLC

Address (Street, Number, City, State, ZIP)

8570 South State Hwy 67, Sedalia, CO 80135

Position Held

Owner

From:

8/15/2024

To:

current

Name of Employer or Business

Provision Business Solutions, LLC DBA ServicePlsuFM

Address (Street, Number, City, State, ZIP)

2453 South Platte River Rd, Sedalia, CO 80135

Position Held

Owner

From:

11/2016

To:

current

Name of Employer or Business

Rael National Fire Protection

Address (Street, Number, City, State, ZIP)

1750 Plaza Ave, New Hyde Park, NY 11040

Position Held

CEO

From:

October 2020

To:

March 2022

**3. 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

Name of Relative

Relationship to You:

Position Held

Name of Licensee

**Individual History Record (Continued)**

Name of Relative

Position Held

Name of Relative

Position Held

Relationship to You:

Name of Licensee

Relationship to You:

Name of Licensee

4. 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? .....  Yes  No

(If yes, answer in detail.)

5. 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?.....  Yes  No

(If yes, answer in detail.)

6. 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?.....  Yes  No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?.....  Yes  No

(If yes, answer in detail.)

**Individual History Record (Continued)**

8. Have you ever had any professional license suspended, revoked, or denied?.....  Yes  No

(If yes, answer in detail.)

**Personal and Financial Information**

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

Date of Birth 05/26/1970	Social Security Number [REDACTED]	Place of Birth Charlotte NC
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U.S. Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	If Naturalized, state where [REDACTED]	When [REDACTED]
--	---	--------------------

Name of District Court [REDACTED]	Naturalization Certificate Number [REDACTED]	Date of Certification [REDACTED]
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If an Alien, Give Alien's Registration Card Number [REDACTED]	Permanent Residence Card Number [REDACTED]
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Height 5'4	Weight 166	Hair Color Blond	Eye Color Blue	Gender Female
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Do you have a current Driver's License/ID? If so, give number and state. ....  Yes  No

Driver's License Number [REDACTED]	Driver's License State Colorado
---------------------------------------	------------------------------------

**Financial Information**

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.....

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

**NOTE: If corporate investment only, please skip to and complete question 12**

**NOTE: Question 10 should reflect the total of questions 11 and 13**

**Personal and Financial Information (Continued)**

**11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)**

Type: Cash, Services or Equipment <input style="width:95%; height: 20px;" type="text"/>	Account Type <input style="width:95%; height: 20px;" type="text"/>
Bank Name <input style="width:95%; height: 20px;" type="text"/>	Amount <input style="width:95%; height: 20px;" type="text"/>
Type: Cash, Services or Equipment <input style="width:95%; height: 20px;" type="text"/>	Account Type <input style="width:95%; height: 20px;" type="text"/>
Bank Name <input style="width:95%; height: 20px;" type="text"/>	Amount <input style="width:95%; height: 20px;" type="text"/>
Type: Cash, Services or Equipment <input style="width:95%; height: 20px;" type="text"/>	Account Type <input style="width:95%; height: 20px;" type="text"/>
Bank Name <input style="width:95%; height: 20px;" type="text"/>	Amount <input style="width:95%; height: 20px;" type="text"/>
Type: Cash, Services or Equipment <input style="width:95%; height: 20px;" type="text"/>	Account Type <input style="width:95%; height: 20px;" type="text"/>
Bank Name <input style="width:95%; height: 20px;" type="text"/>	Amount <input style="width:95%; height: 20px;" type="text"/>

**12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)**

Type: Cash, Services or Equipment <input style="width:95%; height: 20px;" type="text"/>	Loans <input style="width:95%; height: 20px;" type="text"/>	Account Type <input style="width:95%; height: 20px;" type="text"/>
Cash/Line of Credit <input style="width:95%; height: 20px;" type="text"/>	Amount <input style="width:95%; height: 20px;" type="text"/>	Checking <input style="width:95%; height: 20px;" type="text"/>
Bank Name <input style="width:95%; height: 20px;" type="text"/>	Amount <input style="width:95%; height: 20px;" type="text"/>	
Berkley Bank <input style="width:95%; height: 20px;" type="text"/>	\$150,000 <input style="width:95%; height: 20px;" type="text"/>	
Type: Cash, Services or Equipment <input style="width:95%; height: 20px;" type="text"/>	Loans <input style="width:95%; height: 20px;" type="text"/>	Account Type <input style="width:95%; height: 20px;" type="text"/>
Bank Name <input style="width:95%; height: 20px;" type="text"/>	Amount <input style="width:95%; height: 20px;" type="text"/>	
Type: Cash, Services or Equipment <input style="width:95%; height: 20px;" type="text"/>	Loans <input style="width:95%; height: 20px;" type="text"/>	Account Type <input style="width:95%; height: 20px;" type="text"/>
Bank Name <input style="width:95%; height: 20px;" type="text"/>	Amount <input style="width:95%; height: 20px;" type="text"/>	

**13. Loan Information (Attach copies of all notes or loans)**

Name of Lender <input style="width:95%; height: 20px;" type="text"/>	Address <input style="width:95%; height: 20px;" type="text"/>
Term <input style="width:95%; height: 20px;" type="text"/>	Security <input style="width:95%; height: 20px;" type="text"/>
Amount <input style="width:95%; height: 20px;" type="text"/>	

**Personal and Financial Information (Continued)**

Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>

**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

*Carolyn Anderson*

Print Signature

Carolyn Anderson

Title

Managing Member

Date (MM/DD/YY)

09/23.24

## 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, Tavern and Lodging and Entertainment 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.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

Name of Business

The Hangout at Deckers, LLC

Home Phone Number

303-647-2188

Cellular Number

720-641-8068

Your Full Name (last, first, middle)

Anderson Jason Wayne

List any other names you have used

Mailing address (if different from residence)

2453 South Platte River Road

Email Address

jason@deckershngout.com

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

Current Street and Number

2453 South Platte River Rd

Current City, State, ZIP

Sedalia, CO 80135

From:

April 2021

To:

Current

Previous Street and Number

7910 South State Hwy 67

Previous City, State, ZIP

Sedalia, CO 80135

From:

June 2019

To:

April 2021

## Individual History Record (Continued)

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

Name of Employer or Business

COonner Packaging

Address (Street, Number, City, State, ZIP)

5747 Peterson Rd, Sedalia, CO 80135

Position Held

President

From:

October 2023

To:

Current

Name of Employer or Business

Anderson Pallet and Crate

Address (Street, Number, City, State, ZIP)

5747 Peterson Rd, Sedalia, CO 80135

Position Held

CEO

From:

September 2017

To:

October 2023

Name of Employer or Business

Provision Business Solutions LLC Dba ServicePlusFM

Address (Street, Number, City, State, ZIP)

2453 South Platte River Road, Sedalai, CO 80135

Position Held

CFO

From:

October 2015

To:

Present

3. 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

Name of Relative

Relationship to You:

Position Held

Name of Licensee

**Individual History Record (Continued)**

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. 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? .....  Yes  No

(If yes, answer in detail.)

5. 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?.....  Yes  No

(If yes, answer in detail.)

6. 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?.....  Yes  No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?.....  Yes  No

(If yes, answer in detail.)



**Individual History Record (Continued)**

8. Have you ever had any professional license suspended, revoked, or denied?.....  Yes  No

(If yes, answer in detail.)

**Personal and Financial Information**

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

Date of Birth 06-17-1970	Social Security Number [REDACTED]	Place of Birth Fort Smith Arkansas
-----------------------------	--------------------------------------	---------------------------------------

U.S. Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	If Naturalized, state where [REDACTED]	When [REDACTED]
--	---	--------------------

Name of District Court [REDACTED]	Naturalization Certificate Number [REDACTED]	Date of Certification [REDACTED]
--------------------------------------	---	-------------------------------------

If an Alien, Give Alien's Registration Card Number [REDACTED]	Permanent Residence Card Number [REDACTED]
--	---

Height [REDACTED]	Weight [REDACTED]	Hair Color [REDACTED]	Eye Color [REDACTED]	Gender [REDACTED]
----------------------	----------------------	--------------------------	-------------------------	----------------------

Do you have a current Driver's License/ID? If so, give number and state. ....  Yes  No

Driver's License Number [REDACTED]	Driver's License State Colorado
---------------------------------------	------------------------------------

**Financial Information**

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.....

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

**NOTE: If corporate investment only, please skip to and complete question 12**  
**NOTE: Question 10 should reflect the total of questions 11 and 13**

**Personal and Financial Information (Continued)**

**11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)**

Type: Cash, Services or Equipment	Account Type
Bank Name	Amount
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount
Type: Cash, Services or Equipment	Account Type
Bank Name	Amount

**12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)**

Type: Cash, Services or Equipment	Loans	Account Type
Cash	150000	Checking
Bank Name	Amount	
Berkley Bank	150000	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	

**13. Loan Information (Attach copies of all notes or loans)**

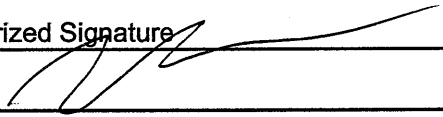
Name of Lender	Address
Term	Security
Amount	

**Personal and Financial Information (Continued)**

Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>

**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 

Print Signature Jason Anderson

Title owner, managing member Date (MM/DD/YY) 10/1/2024

**LEASE**

Contract # 506158

This Lease (the “Lease”) is made by and between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, (“Board”) and The Hangout at Deckers LLC, a Colorado limited liability company (“Tenant”). In consideration of the payment of Base Rent (as defined below), additional monies due to the Board (“Additional Rent”), and the performance of the promises by Tenant that are set forth below, the Board leases to Tenant and Tenant accepts, the Property described below, subject to the terms and conditions set forth in in this Lease.

**1. PROPERTY**

**1.1. Description of the Property:** The leased property consists of the building located in the County of Douglas and State of Colorado, together with any improvements made within the boundaries of the land (the “Property”):

Property referred to as Unit “A” of the Deckers Complex located at 8570 South Highway 67, Deckers, Colorado, situated in the NE¼ of Section 21, Township 9 South, Range 70 West of the 6th Principal Meridian, County of Douglas, State of Colorado.

See attached and incorporated **Exhibit A** for a parcel map of the Property.

**1.2. Condition of the Property and Representations:**

a. The rights granted by this Lease are without covenant of title or warranty of quiet possession of the Property.

b. As of the commencement of the Lease, Tenant acknowledges that Tenant has examined the Property and agrees that the Property is leased “as is” and Tenant is assuming responsibility for any loss, injury, death, or damage that may result from any and all defects, obvious or hidden, of the Property.

**1.3. Use and Occupancy of the Property:**

a. Tenant represents and warrants that the Property is to be used only for operation of an existing STORE and for no other purpose.

b. This Lease is subject to any easements, rights-of-way, licenses, and other property interests, whether recorded or unrecorded, encumbering the Property.

c. At its sole expense, the Tenant shall obtain all licenses and permits related to the operation of its business on the Property and provide copies to the Board.

d. The Tenant shall notify the Board’s Representative of the hours of operation o the Tenant’s business on the Property for the winter and summer months and shall post hours of operation for the business.

e. The Board reserves the right to make full use of the Property as may be necessary or convenient in the operation of the water plant and system under the control of the Board. The Board retains all right to operate, maintain, install, repair, remove, or relocate and of its facilities located within the Property at any time and in such a manner as it deems necessary or convenient.

f. This Lease does not grant Tenant any right, title, or interest to (a) water or water rights, including, but not limited to water storage, ditch, canal, lateral, well, reservoir, spring, or seepage rights; (b) wind or timber on, in, over, above, adjacent to, or along the Property; (c) sand, gravel, aggregate, oil, gas, coal, hydrocarbons, or other minerals on, in, or under the Property.

g. The Lease does not grant Tenant any exclusive rights to fish any portion of the South Platte River and/or the North Fork of the South Platte River. Tenant and guests have the same right to fish as the general public.

1.4. **Entry by The Board:** The Board, after giving Tenant reasonable notice, may enter the Property at reasonable hours for non-emergencies for any of the following purposes: repairs, surveying activities, showing the Property to prospective purchasers or Tenants, and to do such other acts and things as the Board deems necessary for the protection of the Board's interests. The Board may also enter the Property without notice in the event of an emergency or vacancy of the Property.

## 2. TERM; RENT; SECURITY DEPOSIT.

2.1. **Term:** This Lease is for the term of one (1) year commencing on the 1st of September 2024 and ending on the 31st of August 2025 (the "**Term**"), unless sooner terminated or renewed as provided in this Lease.

2.2. **Renewal:** This Lease shall be automatically renewed under the same terms and conditions for four (4) additional terms of one (1) year each ("**Additional Term**"), unless either party gives written notice they do not desire the Lease to be renewed at least sixty (60) days prior to the anniversary or any subsequent renewal of this Lease.

2.3. **Rent:** Rent for the entire Term is Fourteen Thousand Four Hundred and No/100 Dollars (\$14,400.00) and shall be paid in monthly installments of One Thousand Two Hundred and No/100 Dollars (\$1,200.00) ("**Base Rent**"). The Tenant understands and agrees that the Board will increase the Base Rent annually by 3 (three) percent, effective on the anniversary of the Lease or on the anniversary of each subsequent renewal. The Board will give the Tenant written notice of any rent increase beyond the 3 (three) percent at least sixty (60) days prior to the effective date of such increased rental rate. If the Tenant desires not to renew the Lease at the increased rental rate, the Tenant shall notify the Board in writing within thirty (30) days after the receipt from the Board of the notice of such increased rental rate. Otherwise, in the absence of the Board's receipt of such notice from the Tenant, the Lease shall continue at such new increased rental amount. Monthly rental amounts are due by the first day of each calendar month. If the Term or any Additional Term does not begin on the first day of the month, the rent will be prorated accordingly. Tenant must pay the rent in advance, either in person at the office of the Board, 1600 West 12<sup>th</sup> Avenue, Denver, CO 80204, or by mail to P.O. Box 173343, Denver, CO 80217-3343.

2.4. **Additional Rent:** In addition to the Base Rent, Tenant shall pay any Additional Rent within fourteen (14) business days of receipt of the billing from the Board either in person at the office of the Board, 1600 West 12<sup>th</sup> Avenue, Denver, CO 80204, or by mail to P.O. Box 173343, Denver, CO 80217-3343. The billing shall be deemed received by the Tenant seven business days after posting thereof in the United States mail, first-class postage prepaid, addressed to 2453 S Platte River Road, Sedalia, CO 80135.

2.5. **Security Deposit:** Before the effective date of this Lease and before taking possession of the Property, Tenant must deposit with the Board a security, cleaning, and damage deposit in the amount of One Thousand and No/100 (\$1,000.00) as security for the return of the Property and any personal property of the Board at the expiration of the Term in as good condition as when Tenant first took possession of the Property, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions and covenants of the Lease (the "**Security Deposit**"). ~~OR The Board acknowledges that the Tenant submitted a security deposit of \$1,000.00 for the Property under a previous lease.~~

2.6. **Late Payments:** If any rental installment or other payment due from Tenant is received later than 10 days after the date when it is due, Additional Rent in the amount of 5 (five) percent per month, not to exceed 50 (fifty) dollars per month, of the outstanding sums, shall also be due and payable.

2.7. **Dishonored Checks:** Dishonored checks and any checks received late in the mail will be treated as late payments. Any fees (including bank and handling charges) that are assessed against the Board in the event of a dishonored check shall be deemed Additional Rent. If any of the checks are dishonored twice as a result of the insufficient funds, all future payments must be made in certified funds for the remainder of the Lease.

2.8. **Partial Payment:** Any partial payment made by Tenant will be allocated first to the payment of Additional Rent, including, without limitation, utilities (if applicable) and other expenses, and second to unpaid Rent. The Board's acceptance of any partial payment does not waive the Board's right to require immediate payment of the unpaid balance of Rent, or waive or affect the Board's rights to institute legal proceedings including, without limitation, an eviction action.

2.9. **Taxes and Assessments:** If, during the Term of the Lease, any taxes or other assessments are levied against the Property, then the amount of such taxes and assessments shall be deemed Additional Rent.

2.10. **Invoices:** The Board may provide invoices for the Base Rent amount as a courtesy only. In the absence of an invoice, or if an invoice is provided with a due date other than the first day of the calendar month or the day of the anniversary of this Lease, the Tenant nevertheless is responsible for sending the Base Rent payment to the Board by the first day of the calendar month if the Lease calls for monthly rental installments, or on or before the anniversary date of the Lease if the Lease calls for annual rental installments.

2.11. **No Offset:** No assent, express or implied, to any Default of any one or more of the agreements in the Lease will be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Base Rent due the Board.

2.12. **Joint and Several Obligations of Tenant:** If more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant shall be jointly and severally liable for any and all obligations of Tenant in the Lease. This means that each and every person comprising Tenant are each, together and separately, responsible for all of Tenant's obligations. The Board may, at its option, determine who to hold responsible.

2.13. **Retention or Return of Security Deposit:** The Board may retain the Security Deposit for nonpayment of Base Rent or Additional Rent; any damages sustained by the Board as a result of the nonpayment of Base Rent, Additional Rent, or non-fulfillment of the terms of this Lease (including Tenant's failure to enter into possession of the Property and Tenant's abandonment of the Property); repair of the Property beyond normal wear and tear; replacement of damaged or missing items on the Property; and/or cleaning of the Property beyond normal wear and tear; any unpaid bills for work or services at the Property or for liens against the Property resulting from work or services sought by the Tenant; court costs and attorneys' fees incurred by the Board in connection with terminating the Lease; and any other damages the Board incurs that are permitted use of the security deposit under CRS § 38-12-101 et sec., as amended. Tenant may not elect to apply the Security Deposit as last month's rent. Any amount remaining from the Security Deposit, together with a written statement listing the exact reasons for the retention of any portion of the Security Deposit, will be returned by mail to Tenant within sixty (60) days after termination of the Lease or after the Tenant vacates the Property and returns the keys to the Property to the Board, whichever occurs last. The Board shall mail the return or accounting to Tenant's last known address. If Tenant consists of more than one person, Tenant agrees that the Board may provide, at the Board's discretion, the return or accounting to one representative of Tenant or pro-rata refunds to each person.

2.14. **Restoration of Balance of Security Deposit:** The Board has the right at any time, but not the obligation, to apply all or any part of the Security Deposit toward curing any Default of Tenant during the Term. If the Board does so apply the Security Deposit, Tenant shall immediately deposit with the Board an amount equal to the amount applied so that Tenant will at all times have on deposit with the Board the entire Security Deposit.

**3. MAINTENANCE, REPAIR, ALTERATIONS; RESTRICTIONS.**

3.1. **Tenant's Obligations:** Tenant agrees to the following selected obligations:

- Care for all trees, shrubbery, and the lawn contained within the Property, to the extent permitted by any water-conservation restrictions imposed on the Property
- Keep the sidewalks in front of and around the Property free from ice and snow, and the sidewalks and yard free from litter, dirt, debris, and obstruction

- Keep the ash pits clean and in sanitary condition
- Regularly change water filters located on the Property
- Regularly mow the weeds and natural grass area within the Property. Under no condition shall the weeds or natural grass be allowed to grow more than eight (8) inches tall.
- Have all carpets cleaned by a professional carpet cleaning company upon expiration or termination of this Lease and provide a paid receipt to the Board, unless directed otherwise by the Board in writing
- Protect the plumbing on the Property from freezing. Sufficient heat must be left on during the winter unless the system is winterized. Any damage to the plumbing caused by freezing will be the responsibility of the Tenant.
- Sweep the chimney of the wood-burning stove or fireplace every two (2) years, or more often if determined by the Board, and upon termination of this Lease. Tenant shall provide a paid receipt for this service to the Board.
- Have the septic system on the Property pumped by a professional septic service every two (2) years, or more often if determined by the Board, and upon termination of this Lease. Tenant shall provide a paid receipt for this service to the Board.

3.2. **Additions/Alterations:** Tenant shall not make or permit to be made any alterations in or additions to the Property, or any structure on the Property, including but not limited to wiring and utilities, without the prior written consent of the Board.

3.3. **Repairs:** Except as may otherwise be permitted by applicable law, Tenant shall not perform or contract with third parties to perform any repairs of any kind on the Property or structure on which the Property is located without the written consent of the Board. If any repair that is the responsibility of either Tenant or the Board becomes necessary, Tenant shall notify the Board, in writing, as soon as possible. Any repair work performed or contracted for by Tenant without prior written approval of the Board will be at Tenant's sole expense and no deductions or offsets in Base Rent or Additional Rent shall be permitted.

3.4. **Painting/Decorating:** Tenant shall not paint the Property without the Board's prior written consent. Tenant shall not otherwise decorate or deface the Property in a manner that causes damage or alteration to the Property.

3.5. **Keys & Locks:** Tenant shall not re-key, change, or place any additional locks or cylinders in the locks on the Property, including, but not limited to the Property's exterior and interior doors, without the written permission of the Board. If such written permission is obtained, Tenant shall provide the Board with a spare set of keys for the locks on the Property.

3.6. **Authorized Changes:** Any alterations, additions, improvements, or repairs to the Property that have been previously approved in writing by the Board shall be inspected by the Board upon completion and will become the property of the Board at the termination of this Lease.

3.7. **Licensed Contractors:** Unless otherwise agreed by the parties in writing, any work on the Property, including any authorized additions, alterations, and repairs, shall be done by a licensed contractor that is approved by the Board in writing.

3.8. **Damages to Septic, Sewer, Plumbing, etc.:** Tenant shall be responsible for any and all damage to the septic system, sewer, plumbing, HVAC, electrical systems, carpet, glass, and fencing caused by Tenant's intentional, reckless or negligent use, misconduct or abuse. Such actions include, without limitation, clogging and backing up of plumbing not attributable to ordinary wear and tear of the plumbing system, and plumbing system freeze-ups occasioned by Tenant's negligence.

3.9. **Cleanliness of Property:** Tenant shall keep the Property and the real property surrounding the Property in a neat and clean manner and free and clear of all debris, garbage and rubbish at Tenant's sole expense and to the satisfaction of the Board.

3.10. **Detectors, alarms, extinguishers:** Tenant shall inspect the carbon monoxide detector(s), smoke alarm(s), and fire extinguisher(s) on a semi-annual basis and to maintain the charge in the fire extinguisher(s) and provide new batteries in the smoke alarm(s) and carbon monoxide detector(s).

3.11. **Heaters:** Tenant shall not use any type of electric or kerosene heater on the Property.

3.12. **Fire:** Any use of fire, including prescribed burns, open pit, fire ring, or any barrel burning, is prohibited on the Property.

3.13. **Hunting:** Hunting on the Property is prohibited.

3.14. **Animals:** Tenant shall not keep or harbor any wild or dangerous animals on the Property, including but not limited to the following:

- a. Poisonous or venomous insects
- b. Reptiles, including any species of non-venomous or constricting reptile that is in excess of thirty-six (36) inches in length, or of which the adult would be expected to be greater than thirty-six (36) inches in length at maturity
- c. Bears
- d. Lions
- e. Tigers
- f. Wild cats
- g. Vicious dogs, including pit bulls and/or any other breed of dog that has a history of aggression or any dog that has bitten a human in the past
- h. Any dangerous animal used for the specific purpose of guarding the Property

Notwithstanding the preceding, Tenant shall not be in violation of this Lease for the existence of any wild or dangerous animal whose natural habitat is on the Property so long as Tenant has not introduced or attracted the animal to the Property, such as through the provision of food or shelter.

3.15. **Pets:** Household pets are limited to no more than three (3) dogs or three (3) cats or a combination of no more than three (3) cats and dogs.

3.16. **Portable Restrooms:** If Tenant obtains a “san-o-let” or “port-o-potty” for use on the Property, Tenant shall be responsible for having it pumped by a professional service as often as necessary to protect the Property. Tenant shall provide a paid receipt for this service to the Board. Upon expiration or termination of this Lease, Tenant shall have the “san-o-let” or “port-o-potty” removed from the Property.

3.17. **Parking:** No uninsured, unlicensed, or inoperative, stored, or “junked” vehicles, including motorcycles, boats, or commercial vehicles of any kind, shall be permitted on the Property. The Board may cause removal of all motor vehicles or personal property not authorized or permitted, including those left on the Property after expiration or termination of the Lease, at Tenant’s own expense.

3.18. **Safety:** Tenant shall not use the Property in a manner that may endanger the person or property of the Board, any co-tenants, or any person living on or near the Property. Tenant shall limit use of the Property to those consistent with the Property’ clean, safe, sanitary, and habitable condition.

3.19. **Nuisance Prohibited:** Neither Tenant nor Tenant’s licensees or invitees shall be a nuisance or act in any manner that would interfere with the quiet enjoyment by adjacent property owners or other tenants (or their invitees) of their Property. This prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions.

3.20. **Pest Control:** Tenant acknowledges that the Board does not guarantee or warrant that the Property is or ever will be a “pest free environment.” Tenant acknowledges and understands that the Board’s ability to effectively address pest infestation issues is dependent in significant part on Tenant’s voluntary compliance and



cooperation. Tenant shall cooperate fully with, and shall undertake all efforts and tasks required by the Board, or the Board’s pest-control company, to exterminate and control pests. Tenant’s full cooperation includes, but is not limited to, immediately reporting pest infestation to the Board in writing, making the Property available for entry to complete pest inspection and extermination treatments, completing all required pre-treatment activities, evacuating the Property during and after the treatment for the required time frame, completing all required post-treatment activities. Tenant acknowledges and agrees that the Board will not be responsible for damages or losses due to pest infestation to the extent such conditions have resulted from the acts or omissions of the Tenant, or if Tenant has failed to immediately notify the Board of any such condition.

3.21. **Mold:** When moisture is present mold can grow. The Board does not guarantee or warrant that the Property is or ever will be a “mold free environment.” The best way to avoid problems related to mold is to prevent moisture buildup in the Property. Tenant shall undertake reasonable steps to eliminate moisture within the Property, which may lead to growth of mold. Such steps include, but are not limited to, keeping the Property clean, using exhaust fans when bathing/showering, wiping down any moisture and/or spillage, and regularly inspecting for leaks or water accumulation on the Property. Tenant shall notify the Board immediately, in writing, of any sign of water leak, excessive or persistent moisture or any condensation sources in the Property or any stains, discolorations, or other indications of mold growth, including a musty odor in the Property. Tenant acknowledges and agrees that the Board will not be responsible for damages or losses due to mold growth to the extent such conditions have resulted from the acts or omissions of the Tenant or if Tenant has failed to immediately notify the Board of any such conditions described above.

3.22. **Smoke Free Property:** Tenant or Tenant’s licensees or invitees shall not smoke upon the Property or any common area adjacent to the Property that is not explicitly designated for the purpose of smoking. “Smoking” means the burning of a lighted cigarette, cigar, pipe, or any other matter or substance that contains tobacco (as defined by the Colorado Clean Indoor Air Act).

3.23. **Marijuana:** Tenant or Tenant’s licensees or invitees shall not possess, use, and/or cultivate marijuana on the Property.

3.24. **Alcohol, Drugs, and Hazardous Activities:** No alcoholic beverages shall be possessed or consumed by Tenant, or Tenant’s licensees or invitees, unless the person possessing or consuming alcohol is of legal age. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person residing or present on the Property) are permitted on the Property. No hazardous or dangerous activities are permitted on the Property.

3.25. **Legal Compliance:** Tenant shall be liable for the actions of Tenant’s licensees and invitees. Tenant shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Property. Tenant shall not use the Property in any way that may result in an increase of the rate or cost of insurance on the Property.

3.26. **Subletting or Assignment:** Tenant shall neither sublet any part of the Property nor assign the Lease, nor any interest in the Lease, without the Board’s prior written consent. Tenant understands and agrees that all short-term rentals/subleases, including those with terms of less than thirty (30) consecutive days, are also specifically prohibited. Consent to a sublease or assignment shall be in the sole and absolute discretion of the Board.

3.27. **Board’s Maintenance and Repair of the Property:**

a. The Board shall be responsible for normal maintenance and repair of the following selected items, and it is Tenant’s responsibility to notify the Board in writing if any of the selected items are in need of repair.

- Exterior of the structure on the Property, including roof and painting
- Interior wiring and plumbing
- Water heater
- Furnace

Water system

b. If the Board fails to maintain the items selected in section 3.27(a) or the Board, in its sole discretion, determines the repair cost is unacceptable and the Property is uninhabitable for three (3) consecutive days after receiving written notice from the Tenant, Tenant’s only recourse is to terminate the Lease and vacate the Property. If the Board, in its sole discretion, does not make repairs within three (3) days after receiving notice, then the Board shall make a pro-rata refund of any pre-paid rent from the date the Board received the notice.

**4. UTILITIES.**

4.1. Tenant shall be responsible for arranging and paying for all charges for ~~water~~, heat, electric power, and other utilities assessed, levied or incurred on the Property during the Term of this Lease or any renewal.

4.2. Availability of utilities for the Property is not guaranteed.

4.3. This Lease does not guarantee the potability of any water supplied. By signing this Lease, Tenant agrees and understands that the water supplied by the Board is from a well located on the Property.

4.4. Any water supplied to the Property is limited. Tenant shall not use water for any type of outside irrigation without the written permission of the Board.

**5. APPLIANCES.**

5.1. The Property includes the following selected appliances for which the Board assumes all responsibility for normal maintenance, excepting normal wear and tear. If the Board fails for any reason to maintain these appliances, Tenant’s only recourse is to terminate the Lease and vacate the Property. Tenant shall be responsible for keeping these appliances in a clean condition, excepting normal wear and tear.

- Dishwasher
- Electric/gas stove
- Refrigerator

5.2. The Property includes the following items for the convenience of Tenant; the Board is not responsible for maintenance or replacement of these items:

a. None

**6. TERMINATION; DEFAULT**

6.1. **Right to Terminate upon Written Notice:** Either party may terminate the Lease by giving the other party sixty (60) days’ written notice of intent to terminate. No pro-rata share of Additional Rent, if any, shall be made upon such termination by either Party. The Board may terminate this Lease at any time if it determines that the Property is necessary or useful in the operation of the water plant and system under the control of the Board, or if the Property is sold by the Board, by giving Tenant thirty (30) days’ written notice, and in such case a pro-rata refund of advanced rental, if any, shall be made.

6.2. **Default:** If Tenant is in arrears in the payment of any installment of Base Rent, any Additional Rent, or is in violation of any of the terms of this Lease (“**Default**”) and the Default remains uncorrected for a period of three (3) days after the Board has given written notice of the Default to Tenant pursuant to applicable law, then the Board may, at the Board’s option, undertake any of the following remedies without limitation:

a. Declare the Term or any Additional Term of the Lease ended;

- b. Terminate Tenant's right to possession of the Property and re-enter and repossess the Property pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute;
- c. Recover all present and future damages, costs and other relief to which the Board is entitled;
- d. Pursue the Board's lien remedies;
- e. Pursue breach of contract remedies; and/or
- f. Pursue any and all available remedies in law or equity.

6.3. **Repeated/Substantial Default:** Pursuant to §§ 13-40-104 (d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, if repeated or substantial Default(s) occur under the Lease, the Board may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Board shall have available any and all of the above-listed remedies.

6.4. **Abandonment:** If Tenant abandons the Property, then the Board may, without being obligated to do so and without terminating the Lease, retake possession of the Property and exercise any of the remedies available to the Board.

6.5. **Destruction or Condemnation of Property:** The Board's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Property occurs:

- a. If all or any portion of the Property is damaged by fire or other unavoidable casualty or disaster without any fault of Tenant and is unfit for use or occupancy, this Lease may be immediately terminated by either party by providing written notice to the other party.
- b. If the whole or part of the Property is taken by any authority for any public or quasi-public use or purpose, then the Term or any Additional Term of the Lease will cease and terminate on the date that possession of the Property is taken by the authority. All damages and compensation awarded for any taking shall be the sole property of the Board.
- c. If the Term is terminated pursuant to subparagraph 6.5(a) or (b), Base Rent and Additional Rent, if any, will be prorated and payable up to the time of the cessation of the Term or any Additional Term. Any refund will be given for the balance of any rent paid in advance for which Tenant did not have use of the Property due to the cessation of the Term or any Additional Term pursuant to 6.5(a) or (b). Tenant shall not hold the Board liable for any damages as a result of any of the acts or events described in 6.5(a) or (b).

6.6. **If the Board re-enters the Property as a result of abandonment or a Default by Tenant:**

- a. Tenant shall be liable for damages to the Board for all loss sustained, including, without limitation, the balance of the Base Rent and Additional Rent, court costs and reasonable attorneys' fees;
- b. The Board may attempt to re-let the Property for such rent and under such terms as the Board believes appropriate;
- c. The Board may enter the Property, clean and make repairs and charge Tenant accordingly; and
- d. Any money that the Board receives from Tenant shall be applied first to Base Rent, Additional Rent, and other payments due.

6.7. **Upon termination of this Lease for any reason:**

- a. Tenant shall surrender all keys and peaceably vacate the Property.

b. If Tenant's or others' personal property remains on the Property without prior written Board authorization fifteen (15) days after termination of the Lease, the Board may remove and dispose of all personal property at the sole cost of Tenant without liability to the Board for disposal and/or damage to such personal property. The Board shall not be deemed a bailee of the removed property, and the Board shall not be held liable for either civil or criminal action as a result of the removal. Tenant shall indemnify the Board for any expense in defending against any claim by Tenant or third-party and for any legal expense, cost, fine or judgment awarded to any third-party as a result of the Board's action under the term of the Lease;

c. If, after the termination of this Lease, Tenant remains on the Property, the Board has accepted rent from Tenant, and there is no written agreement to extend the Lease, then a month-to-month tenancy shall be created, which shall be subject to all the terms and conditions of this Lease but shall be terminable on seven (7) days' written notice served by either the Board or Tenant on the other party. If annual payments are required under this Lease and a month-to-month tenancy is created, the annual rental amount shall be divided by 12 and each monthly (1/12) payment shall be due on the 1st of the month. If Tenant pays more than the monthly amount, any monies received that exceed the monthly amount shall be treated as pre-paid rent, which will be refunded on a pro-rata basis upon termination of the month-to-month tenancy.

d. If, after the termination of this Lease, Tenant remains on the Property, the Board has not accepted rent, and there is no written agreement to extend the Lease, then Tenant shall be considered unlawfully detaining the Property, and the Board will pursue all available legal remedies without further notice to Tenant.

**6.8. Surrender of Property:** Tenant will return the Property to the Board in at least as good condition as when Tenant took possession of the Property, normal wear and tear and acts of God excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. If Tenant fails to return the Property in appropriate condition, the Board may restore the Property to appropriate condition, including repair, replacement and cleaning. The cost of any work necessitated will be deducted from the Security Deposit, and if the Security Deposit is insufficient to cover work performed, Tenant will be obliged to pay the additional balance.

## 7. ADDITIONAL PROVISIONS.

### 7.1. Liability/Indemnification:

a. During the Term of this Lease or any renewal, the Board shall not be liable for, and Tenant waives all claims for, damage to person or property sustained by Tenant, resulting from any accident or occurrence in or on the Property, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) the Board's failure to keep the Property in repair; (iii) injury done or occasioned by wind, water, ice, snow, or other natural element; (iv) any defect in, or failure of, plumbing, heating or air-conditioning equipment (including wood stoves), electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing-up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain or any other pipe or tank in, on or about the Property; (viii) the escape of steam or hot water; (ix) water, snow, or ice being on or coming through the roof, skylight, doors, stairs, walks, or any other place on or near the Property; (x) the falling of any fixtures, plaster or stucco; (xi) fire, flooding, or other casualty; (xii) any act, omission or negligence of co-tenants or of other persons or occupants of the Property; (xiii) any hazardous materials or conditions on the Property; (xiv) theft; and/or (xv) mold.

b. Tenant expressly agrees to defend, indemnify, and hold harmless the Board, its officers, agents, employers and insurers against any liability, loss, damage, demand, action, cause of action, or expense of whatever nature (including court costs and attorneys' fees) that results from any loss, injury, death, or damage allegedly sustained by any person, firm, corporation, or other entity that

arises out of or is caused by reason of Tenant's use and occupancy of the Property and/or Tenant's failure to fulfill the terms and conditions of this Lease.

7.2. **Insurance:** Tenant shall maintain the following insurance in full force and effect during the term of the Lease, including any renewal.

7.2.1. Commercial general liability insurance with limits not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, which shall include the City and County of Denver, acting by and through its Board of Water Commissioners, as additional insured and shall be primary and non-contributing with respect to any insurance or self-insurance program of the Board;

7.2.2. Worker's compensation and employer's liability insurance, as required under the laws of the State of Colorado.

7.3. **Lead-Based Paint Disclosure:** A Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards is attached and incorporated as **Exhibit B** to this Lease.

7.4. **Subordination:** The Lease is subordinate to all existing and future mortgages, deeds of trust and other security interests on the Property.

7.5. **Notices:** Any notice required by this Lease shall be in writing and mailed by certified mail to the respective party at the following addresses: (a) City and County of Denver, acting by and through its Board of Water Commissioners, Attention: Director of Engineering-Property and Distribution, 1600 W. 12<sup>th</sup> Avenue, Denver, CO 80204, if to the Board; (b) 2453 S Platte River Road, Sedalia, CO 80135, if to the Tenant. The Board's Director of Engineering-Property and Distribution or designee shall be the Representative of the Board for all actions requiring acceptance, notice, or approval under this Lease. Tenant must provide written notice to the Board of any changes affecting the Board's communication with the Tenant, including but not limited to telephone numbers, mailing addresses, and email addresses. If Tenant violates this provision, then the Board may terminate this Lease as described in this Lease by providing written notice to the last known address provided in writing by Tenant.

7.6. **Attorneys' Fees:** Each party shall be responsible for its own costs and expenses incurred in enforcing or establishing its rights under the Lease, including, without limitation, court costs and attorneys' fees.

7.7. **Governing Law and Venue:** The Lease is governed by and construed in accordance with the laws of the State of Colorado. Venue is proper in the courts of the City and County of Denver, State of Colorado.

7.8. **Amendments and Termination:** Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by the Board and Tenant.

7.9. **Captions:** The titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.

7.10. **Waivers:** No right under the Lease may be waived except by written instrument executed by the party who is waiving that right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

7.11. **Severability:** If any term, covenant, condition, or provision of the Lease or the application thereof to any person or circumstance is found, at any time or to any extent, to be invalid or unenforceable, the remainder of the Lease, or the application of that term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

7.12. **Entire Agreement:** This Lease constitutes the entire agreement between the Board and Tenant and

replaces all prior written or oral agreements and understandings. It may be altered, amended, or repealed only by a duly executed written instrument.

7.13. **City Charter:** This Lease is made under and conformable to the provisions of the Charter of the City and County of Denver, which control the operation of the Denver Municipal Water System, consisting of Article X of the Charter. As applicable, the Charter provisions are incorporated and made a part this Lease by this reference and shall supersede any apparently conflicting provisions otherwise contained in this Lease.

## 8. COMPLIANCE WITH ENVIRONMENTAL STANDARDS.

8.1. Tenant shall comply with all applicable laws and ordinances and all rules, regulations, and requirements of any governmental authority controlling environmental standards and conditions of the Property. If, as a result of Tenant's occupancy of the Property, any such law, ordinance, rule or regulation is violated, Tenant shall protect, save harmless, defend, and indemnify the Board from and against any penalties, fines, costs and expenses including legal fees and court costs incurred by the Board, caused by, resulting from or connected with such violation or violations.

8.2. In addition to but without limiting section 8.1, Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Property by Tenant, its agents, employees, contractors, or invitees without the express written permission of the Board (which the Board shall not unreasonably withhold as long as such Hazardous Material is necessary or useful to Tenant's occupation of the Property and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material).

8.3. If Tenant breaches any portion of this section 8 or causes or permits the presence of Hazardous Material on the Property that results in contamination of the Property, or if contamination of the Property by Hazardous Material otherwise occurs for which Tenant is legally liable to the Board for damage resulting from the contamination, then Tenant shall indemnify, defend, and hold harmless the Board from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses including but not limited to diminution in value of the Property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney fees, consultant fees, and expert fees that arise during or after the duration of this Lease as a result of any contamination.

8.4. This indemnification of the Board by Tenant includes without limitation costs incurred in connection with any investigation of site conditions and any cleanup, remediation, removal, or restoration work required by any federal, state, local, governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Property.

8.5. In addition, if the presence of any Hazardous Material on the Property caused or permitted by Tenant results in any contamination of the Property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Material to the Property, provided that the Board's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Property.

8.6. As used within this Lease, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Colorado, or the United States. The term "**Hazardous Material**" includes without limitation any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601); or (vi) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991).

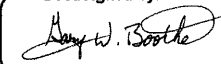
## 9. SPECIAL PROVISIONS.

9.1. None

This Lease shall become effective on the first day of the Term.

CITY AND COUNTY OF DENVER,  
acting by and through its  
BOARD OF WATER COMMISSIONERS

APPROVED:

DocuSigned by:  
  
A3B5D2309B33401  
Gary Boothe, Real Estate Manager

By: \_\_\_\_\_  
Amy Heidema, Director of Engineering- Property  
& Distribution

Date: \_\_\_\_\_

APPROVED AS TO FORM:

Signed by:  
  
6DDFCA040D9D436...  
Office of General Counsel

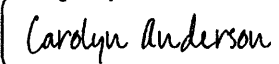
{ S E A L }

REGISTERED AND COUNTERSIGNED:

By: \_\_\_\_\_  
Timothy M. O'Brien, CPA  
Auditor

The undersigned Tenant has read the foregoing Lease and agrees to accept and abide by all the terms and conditions of the Lease upon taking possession of the Property.

Tenant: The Hangout at Deckers LLC

Signed by:  
  
64CDFB4985194AE...  
Carolyn Anderson, Member

\_\_\_\_\_  
Jason Anderson, Member

Date:

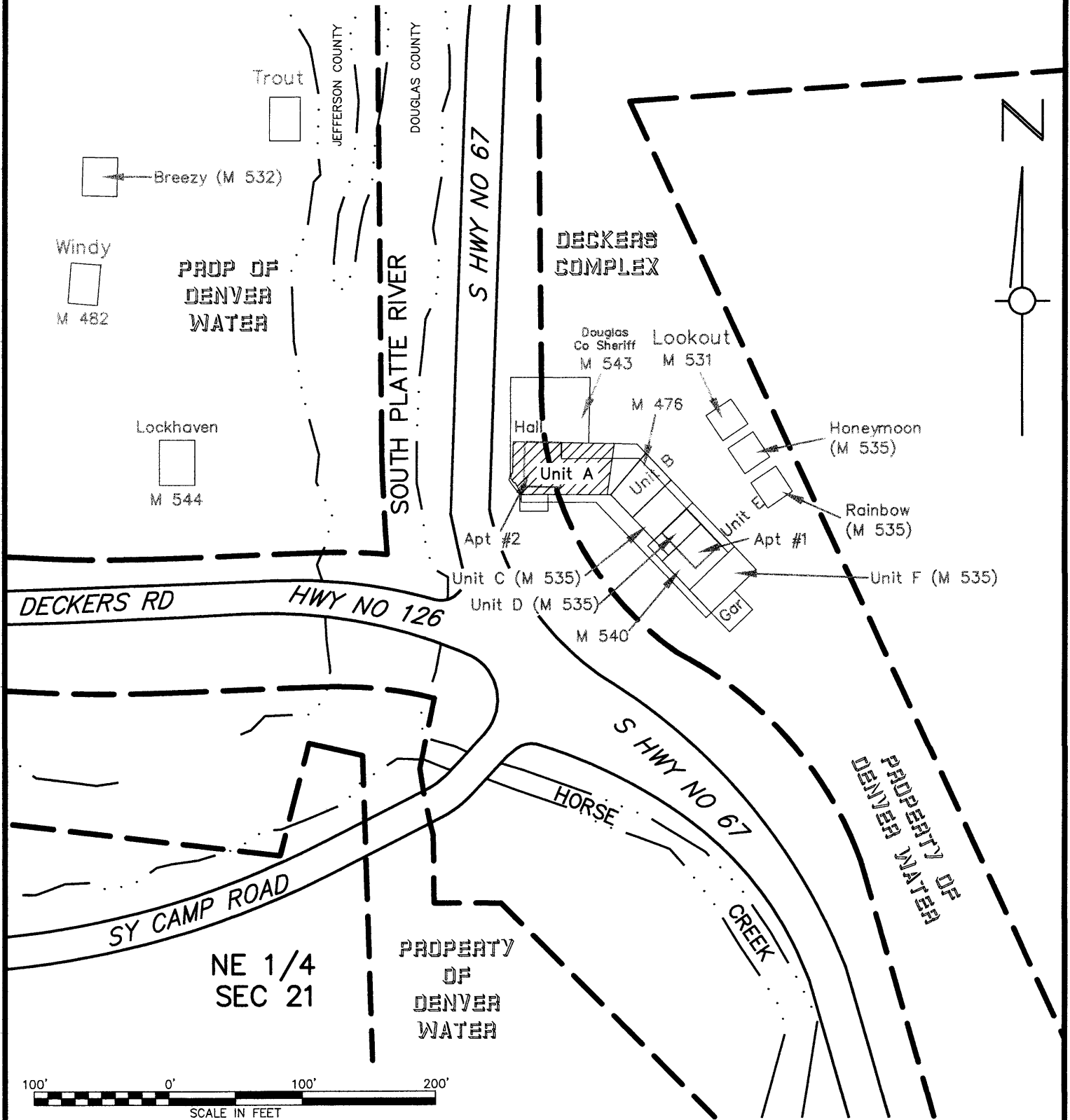
Cell Phone: Carolyn 303-304-6536  
Cell Phone: Jason 720-641-8068

E-mail: [carolyn@serviceplusfm.com](mailto:carolyn@serviceplusfm.com)  
E-mail: [jason@andersonpalletandcrate.com](mailto:jason@andersonpalletandcrate.com)

# EXHIBIT A

## NE 1/4 SECTION 21, TOWNSHIP 9 SOUTH, RANGE 70 WEST 6th PM



----- DOUGLAS COUNTY -----



Parcel Map Not P.L.S. Stamped or Certified

UNIT A CONTAINS 0.064 ACRE± (2,799 SQ FT)

### LEGEND

-  LEASED AREA
-  BNDRY EXISTING DW PROP

DOCUMENT DATED: 08/01/2024  
 SEC'Y FILE DOC.  
 RIMS ITEM NO. 01726  
 CONTRACT NO.

DRN. PM. GME S. ASE

APPD. Alex Scott Engelson

SHEET 1 OF 1 SHEET

### TWO FORKS RESERVOIR

DECKERS UNIT A LEASED  
 TO JASON ANDERSON

DATE: AUGUST 6, 2024

### DENVER WATER

1600 West 12th Ave  
 Denver, Colorado 80204-3412  
 T: 303.628.6000  
 F: 303.628.6851  
 denverwater.org

SCALE: 1" = 100'

CAD M-546

The Hangout



## EXHIBIT "B"

### Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

#### Lead Warning Statement:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

#### LESSOR'S DISCLOSURE (initial)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

            Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_

GM  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing located on the Property.

(b) Records and reports available to the Lessor (check one below):

            Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_

GM  Lessor has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing located on the Property.

#### LESSEE'S ACKNOWLEDGMENT (initial)

           (c) Lessee has received copies of all applicable information listed above.

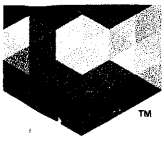
CA, JA (d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

#### Certification of Accuracy

\_\_\_\_\_  
Gregg Moore (Lessor)  
Denver Water  
1600 West 12th Avenue  
Denver, Colorado 80204

Signed by:  
Carolyn Anderson  
\_\_\_\_\_  
Carolyn Anderson, Member (Lessee)

\_\_\_\_\_  
Jason Anderson, Member (Lessee)



**Articles of Organization for a Limited Liability Company**

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

**The domestic entity name of the limited liability company is** The Hangout at Deckers LLC

**The principal office street address is**

8570 CO-67  
Sedalia CO CO 80135  
US

**The principal office mailing address is**

PO Box 158  
Sedalia CO CO 80135-8810  
US

**The name of the registered agent is** Jason W Anderson

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

2453 S Platte River Rd  
Sedalia CO 80135  
US

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

2453 S Platte River Rd  
Sedalia CO 80135  
US

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

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

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

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

Jason Anderson  
2453 S Platte River Rd  
Sedalia CO 80135  
US

Carolyn Anderson  
2453 S Platte River Rd  
Sedalia CO 80135  
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the

document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

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

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

Jason Anderson  
2453 S Platte River Rd  
Sedalia CO 80135  
US

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

The Hangout at Deckers LLC

is a

Limited Liability Company

formed or registered on 07/31/2024 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 20241817621 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/29/2024 that have been posted, and by documents delivered to this office electronically through 08/01/2024 @ 14:24:15 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/01/2024 @ 14:24:15 in accordance with applicable law. This certificate is assigned Confirmation Number 16262477 .



*Jena Griswold*

Secretary of State of the State of Colorado

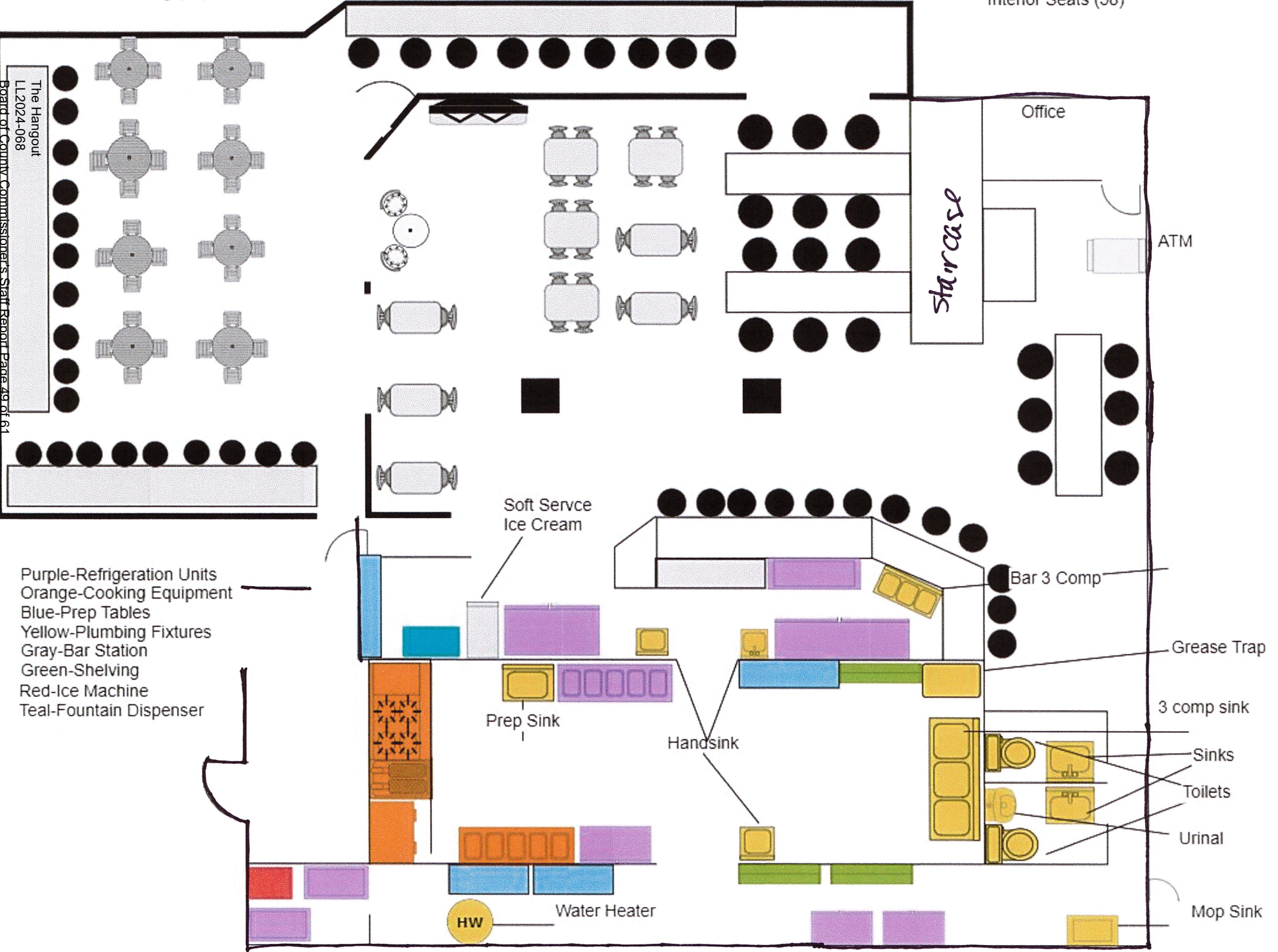
\*\*\*\*\*End of Certificate\*\*\*\*\*

*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."*

Patio Seating (60)

Interior Seats (58)

The Hangout  
LL2024-068  
Board of County Commissioners Staff Report Page 49 of 64



## New Liquor License Hearing Questions

1. Are the documents which you provided for the liquor license application still accurate and valid? **Yes**
2. Is the property leased or owned? **Leased**
3. What is the buildings occupancy limit? **75**
4. Have you owned or operated a similar establishment with a liquor license in the past **No**
5. Is this a new or existing business (how long in existence?) **New**
6. How many full and part time employees do you have? **3 full time, 6 part time**
7. Why type of service do you provide? Is there a menu which can be reviewed? **Full Service Restaurant, Ye**
8. What are the hours of operation for liquor sales? **11am-10pm**
9. Are all your employees trained on the liquor code? **Yes**
10. Please list what particular training or program you use? **TIPS**
11. Are there any point of sale systems in place to check identification? **Yes**
12. What do you do if an employee violates the policy and serves a minor? **Write Up/Termination**
13. How are you going to monitor that your employees are asking for ID? Are you going to have your own compliance check? **Yes**
14. Will you have a policy that all individuals purchasing alcohol will be asked for identification and will you post a sign informing customers of this policy? **Yes**
15. How is liquor secured during hours of operation and when closed? **Liquor cage**
16. Is there an outside area or patio? If so, how will this area be secured to guarantee that no transfer of alcohol occurs to outside the serving area? **Yes, railing enclosed entire patio**
17. Outside of the formal petition, why do you believe there is a community need and desire in this are for this type of service? **Yes, previous restaurant was in service with liquor license**
18. Are you confident that you can comply with the liquor code? **Yes**



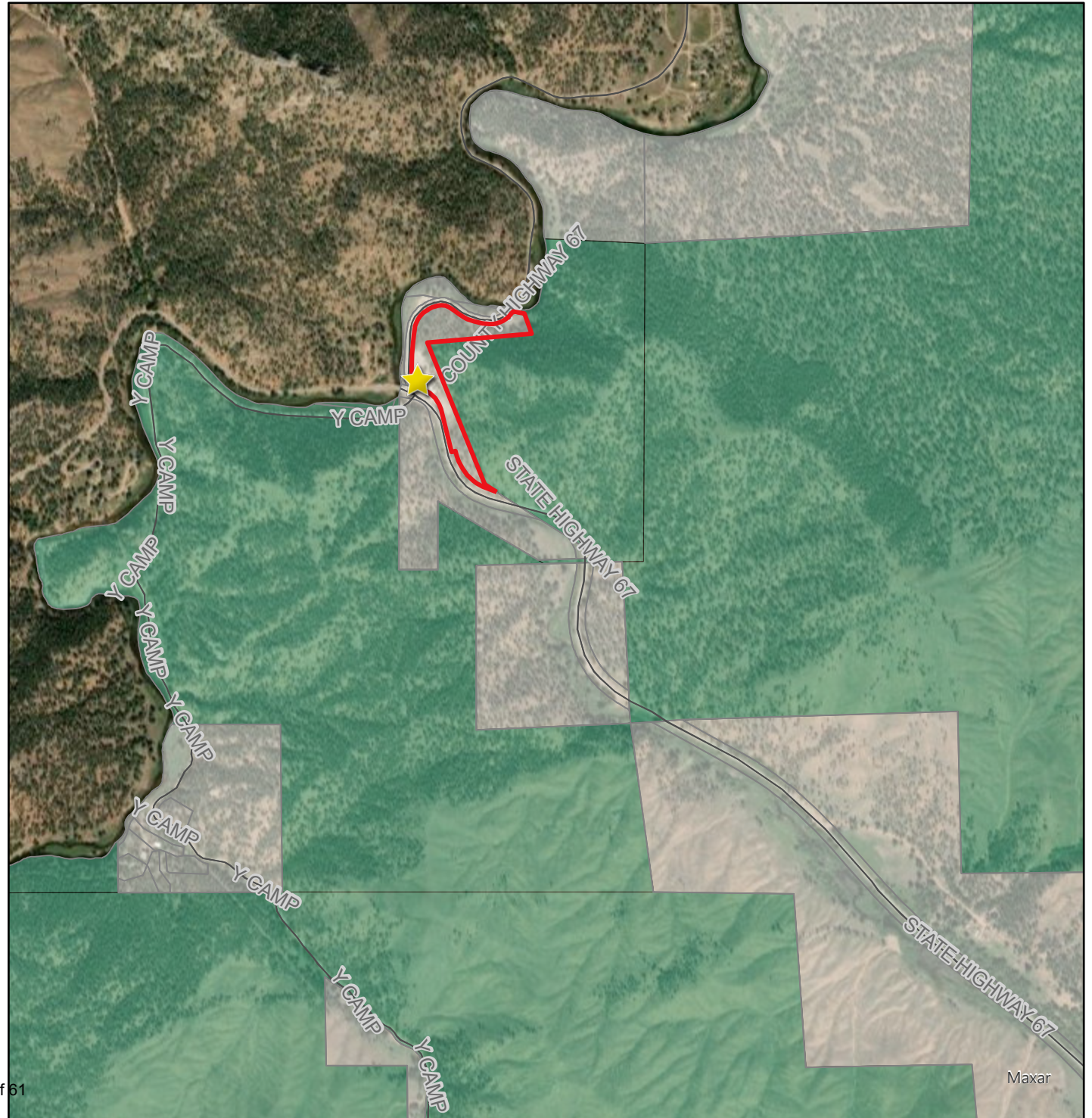
# The Hangout

LL2024-068



## LEGEND

-  Roads
-  Major Roads
-  Parcels - PARCELS
-  A1 - AGRICULTURAL ONE
-  NF - NATIONAL FOREST

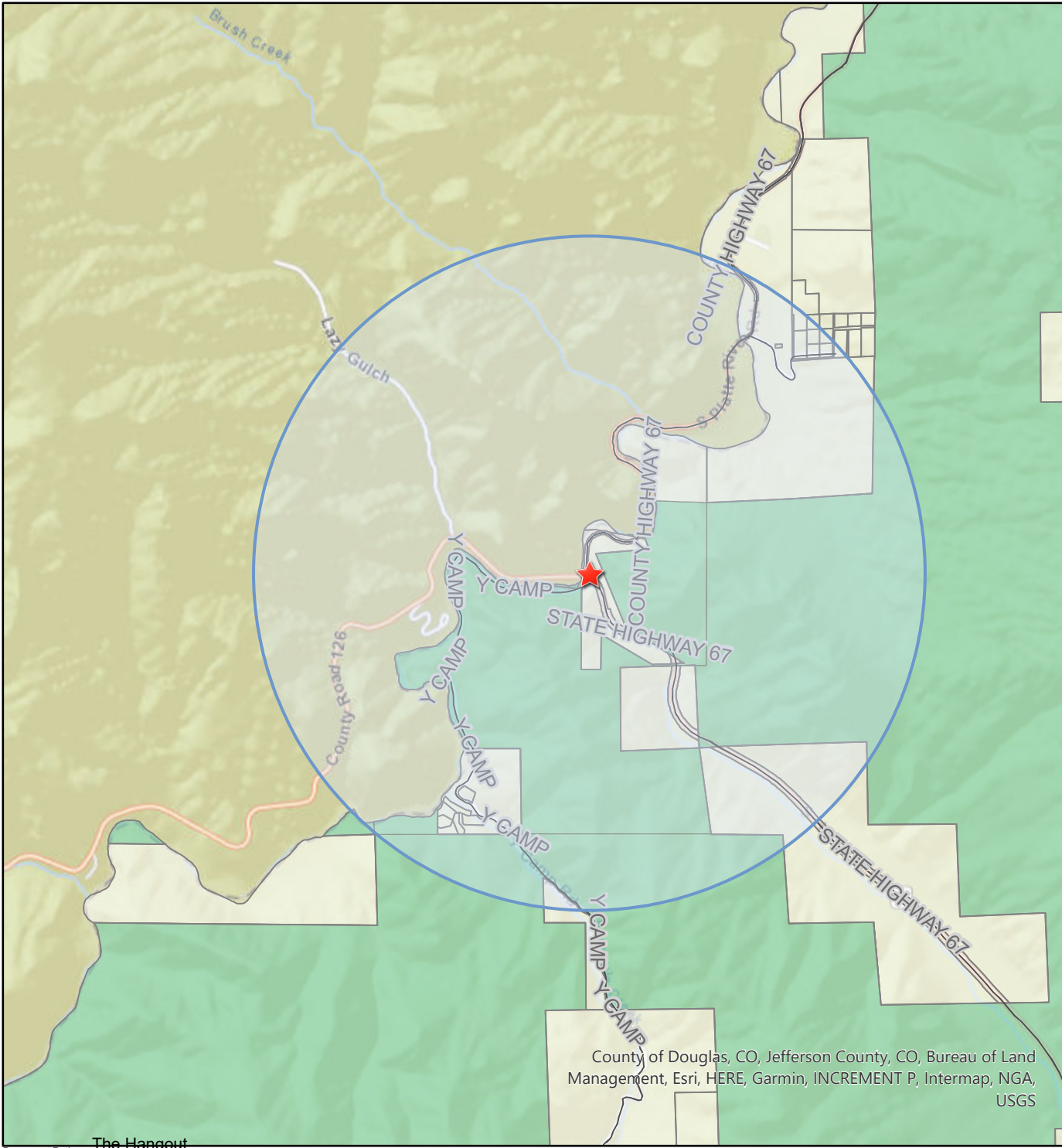


# The Hangout at Deckers

LL2024-068  
Boundary Map

## LEGEND

- Roads
- Major Roads
- ▭ Override 1
- ▭ Parcels - PARCELS
- ▭ A1 - AGRICULTURAL ONE
- ▭ NF - NATIONAL FOREST



County of Douglas, CO, Jefferson County, CO, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

DOUGLAS COUNTY  
DEPARTMENT OF  
COMMUNITY DEVELOPMENT





Alcohol Petitioning Services  
P.O. Box 998  
Johnstown, CO 80534  
(303) 710-3424

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November 25, 2024

TO: Douglas County Liquor Licensing Authority  
100 Third Street  
Castle Rock, CO 80104

REF: Neighborhood Survey for a New Liquor License

### **Survey Overview**

Survey of the Reasonable Requirements and Desires of the Neighborhood for the following:

New Tavern Liquor License (County)

Applicant:

The Hangout at Deckers  
dba The Hangout

Applicant's Proposed Licensed Premises Location:

8570 South State Hwy 67  
Sedalia, CO 80135

## **Survey Methodology**

The circulators were over 21 years old.

Each circulator had a clipboard with the following:

1. A map of the designated area provided by Douglas County Liquor Licensing Authority describing the boundaries of the defined neighborhood.
2. A petition/signature page where people contacted could indicate their support for each license.
3. A tally sheet to record the results of those who did not sign.

People were shown the petition, the neighborhood map, and were verbally told of the new Tavern (County) Liquor License being applied for, site location, applicant's name.

Each person who signed the petition indicated they were either an owner/manager of a business or resident located within designated area and were 21 years of age or older.

Each signature was freely and voluntarily given without any influence of the circulator.

An attempt to contact or actual contact was made to every residence and business within the designated map that was accessible (not including gated communities).

## **Survey Circulators and Dates**

Circulators conducted the survey on the following dates:

1 Circulator- Tuesday, November 12

### Survey Statistics

#### Summary of Signatures Obtained

Businesses..... 2  
 Residences..... 6  
**Total 8**

#### Details of Signatures Obtained

	Businesses	Residents	Total
Signatures in Favor - “Yes”	2	6	<b>8</b>
Signatures in Opposition – “No”	0	0	<b>0</b>
<b>Total</b>	<b>2</b>	<b>6</b>	<b>8</b>

#### Statistical Analysis of Signatures

In Favor..... 100.0%  
 In Opposition..... 0%

#### Details of Opposition

There was no opposition.

#### Details of Contact Attempts

	Total	Ratio of Total Attempts
Signatures Obtained	8	27.6%
Not at Home	18	62.1%
Not Willing to Sign	1	3.4%
Business Owner/Manager Not Available	2	6.9%
<b>Total Knocks</b>	<b>29</b>	<b>100.0%</b>

Reason for Contacts Not Willing To Sign

No Opinion	1
Not Interested	0
Too Busy	0
<b>Total</b>	<b>1</b>

Summary of Ratio of Signatures to Contact Attempts

	Signatures	Attempts	Percent
Business	2	4	50.0%
Residents	6	25	24.0%
<b>Total</b>	<b>8</b>	<b>29</b>	<b>27.6% (overall)</b>

- An average of **27.6%** of attempts to contact people obtained a signature for the petition.

Actual People Contacts (Not including Business Closed/Vacant, Owner or Manager Not Available and Not at Home)

	Signatures	Contacts	Percent
Business	2	2	100.0%
Residents	6	7	85.7%
<b>Total</b>	<b>8</b>	<b>9</b>	<b>88.9% (overall)</b>

- An average of **88.9%** of eligible people contacted provided a signature for the petition.

Disqualified Signatures

There were no disqualified signatures.

Statistical Analysis For Needs and Desires

There were no signatures in opposition to the liquor license (mentioned earlier).

Therefore, you have the following:

	Business	Residents	Total
Signatures in Favor - "Yes"	2	6	8
Signatures in Opposition – "No"	0	0	0
<b>Total</b>	<b>2</b>	<b>6</b>	<b>8</b>

**In Favor..... 100.0%**

**In Opposition..... 0.0%**

Report Attachments

Included in this report are the following:

1. A copy of the map provided by Douglas County Liquor Licensing Authority describing the boundaries for petitions.
2. A map indicating the area where circulators petitioned.
3. A copy of the petitions where signatures were obtained in favor or opposition of the Tavern (County) Liquor License.
4. Affidavits of Circulators for signatures obtained.

Report Prepared and Submitted by:









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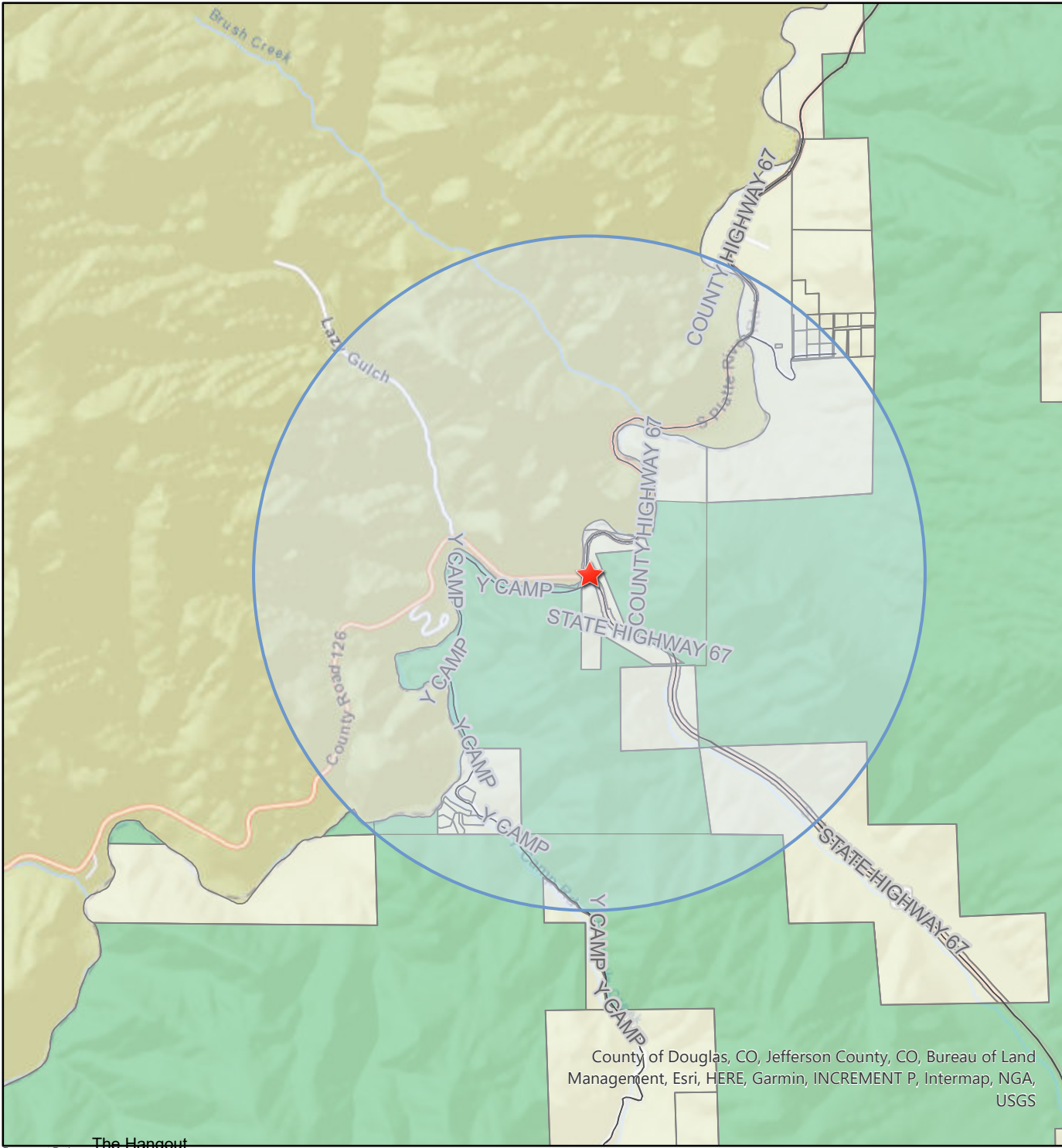
Patrick Maroney  
President  
Alcohol Petitioning Services

# The Hangout at Deckers

LL2024-068  
Boundary Map

## LEGEND

-  Roads
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-  Override 1
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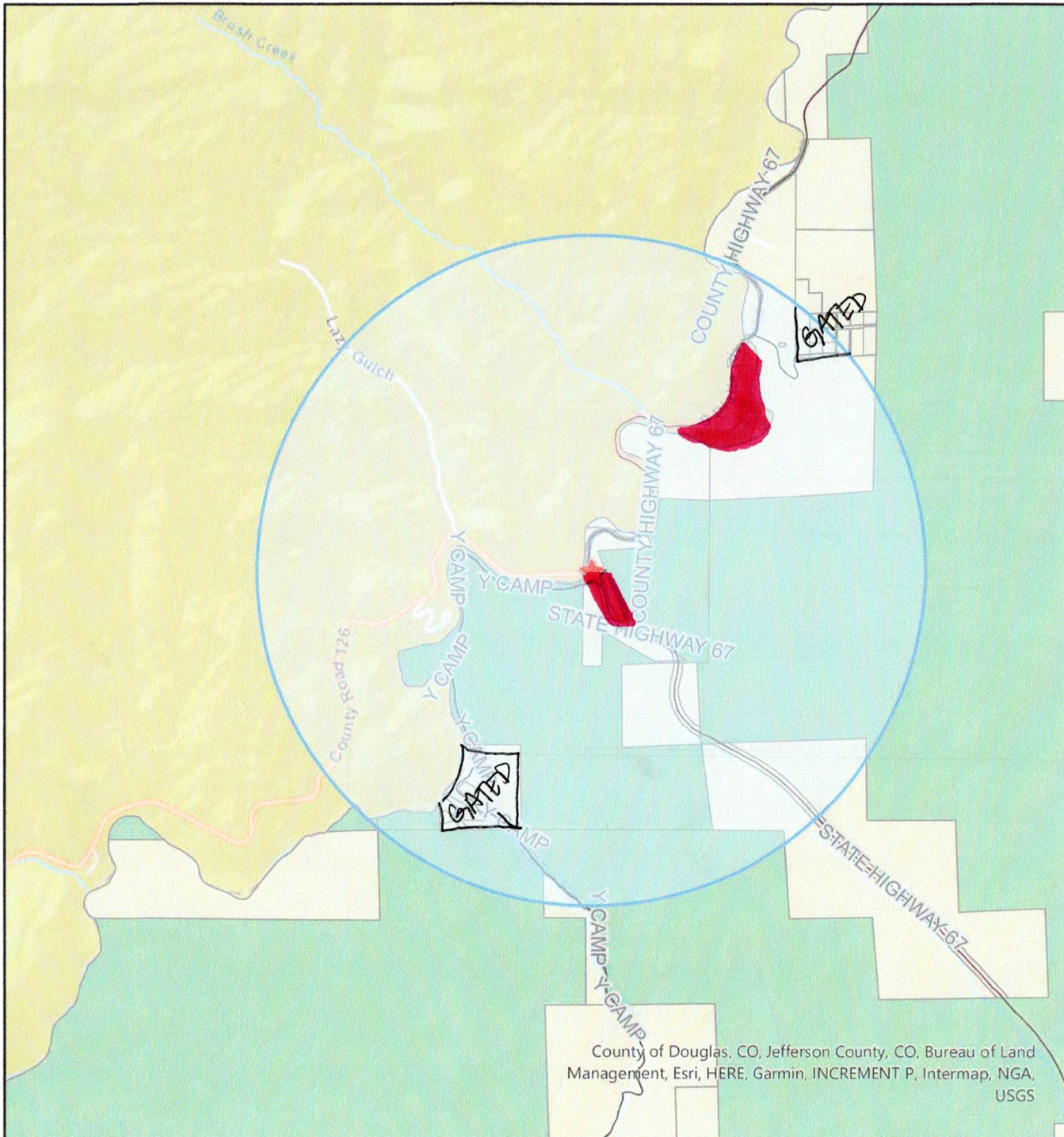


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DOUGLAS COUNTY  
DEPARTMENT OF  
COMMUNITY DEVELOPMENT



Affidavit of Circulator

I, Laura S. Lunn, circulated the attached petition

pertaining to the application of The Hangout by Deckers, dba The Hangout, for licensing by the Local Licensing Authority of the County of Douglas, Colorado. The petition was circulated from 11/12/24 to 11/24/24, and only within the defined neighborhood boundaries established by the Local Licensing Authority on the map provided here. I hereby certify that the persons whose signatures and addresses appear signed this petition in my presence after indicating they were at least twenty-one (21) years of age and after having read the petition. I further certify that, to the best of my knowledge, each signature appearing on the petition is who it purports to be and that and the address given with each name indicated is the true business or residence of the person signing the petition.




Signature of Circulator

STATE OF COLORADO )  
 ) ss  
COUNTY OF Weld )

Subscribed and sworn to before me this 13<sup>th</sup> day of Nov, 2024. By the person known to me to be Laura Lunn.

My commission expires:

June 29, 2027

  
Notary Public

JASMINE TAPIA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20234024498  
MY COMMISSION EXPIRES JUNE 29, 2027





**APPLICANT:** The Hangout at Deckers/dba the Hangout  
**APPLICATION TYPE:** Tavern Liquor License (County)  
**LOCATION:** 8570 South State Hwy 67, Sedalia, CO 80135

**PUBLIC HEARING BEFORE THE LIQUOR AUTHORITY:**  
**DATE & TIME:** December 9, 2024 at 1:30 p.m.  
**LOCATION:** 100 Third St., Castle Rock, CO 80104

Please print and sign your name: First Name, Middle Initial, Last Name.

DATE	PRINT NAME	BUSINESS NAME	AGE	MARK ONE "X"		REASON:	B
	SIGNATURE	STREET ADDRESS		FAVOR	OPPOSE		
1 11/12/24	Nicole Mullin <i>Nicole Mullin</i>	Deckers Gifts & Country store 8570 S. State Hwy 67 Sedalia	49	X		(CIRCLE ONE) RESIDENT BUSINESS (OWNER   MANAGER)	X
2 11/12/24	Jeremy Hyatt <i>Jeremy Hyatt</i>	Flie & lies 8570 S. Hwy 67 Sedalia	47	X		(CIRCLE ONE) RESIDENT BUSINESS (OWNER   MANAGER)	X
3 11/12/24	David Wasco <i>D Wasco</i>	7851 S Hwy 67 Sedalia, CO 80135	39	X		(CIRCLE ONE) RESIDENT BUSINESS (OWNER   MANAGER)	
4 11/12/24	Christina White <i>Christina White</i>	7977 S. Hwy 67 Sedalia CO 80135	54	X		(CIRCLE ONE) RESIDENT BUSINESS (OWNER   MANAGER)	
5 11/12/24	<del>Linda Redden</del> <i>[Signature]</i>	7796 S. Hwy 67 " " "	66	Y		(CIRCLE ONE) RESIDENT BUSINESS (OWNER   MANAGER)	
6 11/22/24	Jennifer Peden <i>J Peden</i>	7984 S Hwy 67	54	Y		(CIRCLE ONE) RESIDENT BUSINESS (OWNER   MANAGER)	
7 11/12/24	Troy Hansen <i>Troy Hansen</i>	7984 S. Hwy 67	45	X		(CIRCLE ONE) RESIDENT BUSINESS (OWNER   MANAGER)	
8 11/12/24	James C. Miller <i>J C Miller</i>	8570 S. State Hwy 67 Sedalia Co. 80135	61	Y		(CIRCLE ONE) RESIDENT BUSINESS (OWNER   MANAGER)	

Initials: *JS*