REGULAR MEETING

- I. <u>CALL TO ORDER</u>
- II. <u>PLEDGE OF ALLEGIANCE</u>
- III. <u>ROLL CALL</u>
- IV. <u>APPROVAL OF AGENDA</u>
- V. <u>EXECUTIVE SESSION</u>
- VI. <u>PUBLIC COMMENT</u>

Public comment is intended for members of the public wishing to address the Board of Trustees about matters that are not listed for discussion on the agenda. Comments will be taken under advisement by the Board but no decisions will be made. At its discretion, the Board may elect to place a matter raised under public comment on a future agenda for further discussion and possible action.

VII. <u>PRESENTATIONS</u>

VIII. <u>CONSENT AGENDA</u>

- a. Minutes for February 21st, 2023 Special Meeting;
- b. Minutes for March 7th, 2023 Regular Meeting;
- c. Minutes for March 21st, 2023 Special Meeting;
- d. New Liquor License Application DR 8404 made by Miners Restaurant Operations LLC dba Miners Restaurant located at 115 North Main Street;

IX. BOARD INFORMATION ITEMS

X. <u>NEW BUSINESS</u>

- a. Discussion and possible authorization for staff to complete opioid settlement participation forms indicating that the City of Creede wishes to participate in settlement actions initiated by the State of Colorado in relation to Walgreens, CVS, Walmart Allergan and Teva;
- b. Discussion and possible approval of City of Creede Resolution No. 2023-13, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, CO APPROVING THE CONSOLIDATION OF LOTS 10 AND 11 OF THE CREEDE AMERICA SUBDIVISION INTO LOT 10A";
- c. Review and Award of a bid from submitted RFP's (Request For Proposals) on the Basham Park, Hargrave's Park, and Rec Center plumbing/"auto sink and toilet hardware project";
- XI. <u>OLD BUSINESS</u>
- XII. <u>BOARD REPORTS</u>
- XIII. <u>ADJOURN</u>

BOARD OF TRUSTEES CITY OF CREEDE, COLORADO – A TOWN February 21st, 2023

SPECIAL MEETING

The Board of Trustees of the City of Creede – a Town, County of Mineral, State of Colorado, met in Special Meeting session at the hour of 5:32 PM. There being present at the call of the roll the following persons: OFFICIALS PRESENT (via either phone or video conferencing): Mayor Larson, Trustee Brink, Trustee Dooley and Trustee Hannah were present. Trustee Castleberry was not present.

Mayor Larson presiding declared a quorum present. Those members of staff also present were as follows:

> Louis Fineberg, City Manager Scott Johnson, Public Works Director Madeline Westbrook, Deputy Clerk

APPROVAL OF AGENDA

Trustee Brink motion approval of agenda. Trustee Hannah second. Vote carried unanimously.

EXECUTIVE SESSION

PUBLIC COMMENT

Deputy Clerk Westbrook relayed message from Lauri Jordan: "Please let the Board know that I would be there if I could to represent the Creede Historical District on behalf of Debbie Whitmore's Sales Tax presentation."

PRESENTATIONS

Presentation of request by Debbie Whitmore for approval of a sales tax exemption on low volume sales by charitable organizations;

Debbie Whitmore gave brief presentation; Bring back during a March meeting as an Ordinance to be voted on.

CONSENT AGENDA

- a. Minutes for October 4th, 2022 Regular Meeting;
- b. Minutes for November 1st, 2022 Regular Meeting;
- c. Minutes for November 15th, 2022 Special Meeting;
- d. Minutes for November 22nd, 2022 Special Meeting;
- e. Minutes for December 13th, 2022 Special Meeting;
- f. Minutes for December 30th, 2022 Special Meeting;
- g. Minutes for January 3rd, 2023 Regular Meeting;

Trustee Brink motion to approve consent agenda. Trustee Hannah second. Vote carried unanimously.

BOARD INFORMATION ITEMS

a. Public Works Staff Report February 2023.

Public Work Director Johnson and PWD team were thanked by the Board.

NEW BUSINESS

a. Consideration and possible authorization to purchase a 22kw Generac propane generator in the amount of \$9,659.00;

Discussion between City Manager and Board was had. Board gave City Manager Fineberg administrative direction to authorize purchase.

b. Discussion regarding a proposed salary increase for future Mayor / Trustees;

City Manager Fineberg explained this would not be a vote tonight; Board to discuss amount of increase and bring topic back before the end of the 2023 year as Ordinance, to be placed on the 2024 Ballot. Discussion ensued between the board. Trustee Dooley stated that being a Trustee for the City Council is a job that is about being committed to your community; All agreed.

c. Discussion and possible authorization to proceed with an application to SLVCOG for a mini-grant in the amount of \$5000 to complete a lighting upgrade project at the Rec Center totaling approximately \$10,500.00;

City Manager Fineberg reminded Board this was discussed at the last meeting and brought back tonight with application filled out by Parks & Rec Director Ash. Trustee Dooley motion to proceed with applying for the mini-grant through SLVCOG. Trustee Brink second. Motion carried unanimously.

d. Discussion and possible authorization to proceed with final design work for the proposed micro-hydro project in the amount of \$161,000;

City Manager Fineberg identified need for the final design work to be ready, though not all funding is in place (waiting on WaterSmart grant and DOLA). Trustee Dooley motion authorization to proceed with final design work. Trustee Brink second. Motion carried unanimously.

e. Discussion of sample Ordinance XX "AN ORDINANCE OF THE CITY OF CREEDE, COLORADO AMENDING CHAPTER 6, ARTICLE 1 AND CHAPTER 10, ARTICLE 8 OF THE MUNICIPAL CODE OF THE CITY OF CREEDE, COLORADO TO CONFORM WITH CHANGES TO THE COLORADO LIQUOR CODE, THE COLORADO BEER CODE AND SPECIAL EVENT LIQUOR PERMITS MADE BY THE COLORADO LEGISLATURE IN 2018, AND PROVIDING FOR THE ISSUANCE OF A LICENSE FOR THE POSSESSION OF AN OPEN CONTAINER ON CITY OWNED PROPERTY DURING CERTAIN PUBLIC EVENTS SANCTIONED BY THE CITY";

Board discussed what they liked/ wanted to change within the sample Ordinance- City Manager Fineberg to have corrections made and bring back for April regular meeting.

f. Discussion regarding the potential construction of a covered entranceway in front of the VC rec center; City Manager Fineberg, PWD Johnson & Rec Director Ash met with local architect to come up with ideas/drawings for the new rec center entrance. Conceptual drawings to be made and brought back to Board.

g. Discussion regarding the possible installation of automatic hardware in the VC rec center and park bathrooms;

City Manager Fineberg to issue RFP – no motion needed tonight. Once the city receives bids, board approval will be required.

<u>OLD BUSINESS</u>

BOARD REPORTS

<u>ADJOURN</u>

There being no further business to come before the Board, Trustee Hannah motion to adjourn. Trustee Brink second. Motion carried unanimously. Mayor Larson declared adjourned at 6:31PM the motion carried. Respectfully submitted:

/Sarah Efthim-Williamson /

Sarah Efthim-Williamson- City Clerk

BOARD OF TRUSTEES CITY OF CREEDE, COLORADO – A TOWN March 7th, 2023

REGULAR MEETING

The Board of Trustees of the City of Creede – a Town, County of Mineral, State of Colorado, met in Regular Meeting session at the hour of 5:32 PM. There being present at the call of the roll the following persons: OFFICIALS PRESENT (via either phone or video conferencing): Mayor Larson, Trustee Brink, Trustee Castleberry,

Trustee Dooley and Trustee Hannah were present.

Mayor Larson presiding declared a quorum present. Those members of staff also present were as follows:

> Rick Samson, Town Attorney Louis Fineberg, City Manager Scott Johnson, Public Works Director Sarah Efthim-Williamson, Clerk & Treasurer

APPROVAL OF AGENDA

City Clerk Efthim-Williamson moved February 21^{st,} 2023 Minutes to April 4th Regular Meeting. Trustee Brink motion approval of agenda with said changes. Trustee Dooley second. Vote carried unanimously.

EXECUTIVE SESSION

For a conference with the city attorney for the purpose of receiving legal advice on specific legal questions related to the Agreement for Waste Disposal Services between the City of Creede and Jonathan Graham, dba Muley's Waste Disposal Services;

Trustee Dooley motion into executive session. Trustee Castleberry second. Vote carried unanimously.

PUBLIC COMMENT

After passing approval of agenda, Trustee Hannah requested to move public comment before the executive session. No objection from the Board.

Jon Graham made a public comment regarding the MDS Contract with the city.

PRESENTATIONS

CONSENT AGENDA

- a. Parade Permit Applications for Chamber of Commerce 2023 events;
- b. Park Rental Application for Hellfighters OffRoad, July 3rd & 4th, 2023 in Ed Hargraves Park;
- c. Minutes for February 7th, 2023 Regular Meeting;
- d. Minutes for February 21st, 2023 Special Meeting;
- e. Minutes for February 28th, 2023 Special Meeting

Clerks to edit February 28th, 2023 verbiage from Regular Meeting to Special Meeting. Trustee Dooley motion approval of consent agenda with the caveat that the Hellfighters OffRoad provide Certificate of Liability Insurance. Trustee Castleberry second. Vote carried unanimously.

BOARD INFORMATION ITEMS

NEW BUSINESS

a. Consideration and possible approval of City of Creede Resolution No. 2023-11, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE CITY OF CREEDE, CO APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CREEDE, CO AND THE CREEDE CENTER FOR THE ARTS REGARDING THE DEVELOPMENT OF A PARCEL OF LAND OWNED BY THE CITY OF CREEDE AT THE CORNER OF RIO GRANDE AVENUE AND 3RD STREET";

Steve Quiller spoke on behalf of the Creede Center for the Arts. Trustee Brink motion approval of Resolution No. 2023-11. Trustee Hannah second. Vote carried unanimously.

b. Consideration and possible approval of City of Creede Ordinance No. 445, "AN ORDINANCE OF THE CITY OF CREEDE, COLORADO AMENDING CHAPTER 6, ARTICLE 1 AND CHAPTER 10, ARTICLE 8 OF THE MUNICIPAL CODE OF THE CITY OF CREEDE, COLORADO TO CONFORM WITH CHANGES TO THE COLORADO LIQUOR CODE, THE COLORADO BEER CODE AND SPECIAL EVENT LIQUOR PERMITS MADE BY THE COLORADO LEGISLATURE IN 2018, AND PROVIDING FOR THE ISSUANCE OF A LICENSE FOR THE POSSESSION OF AN OPEN CONTAINER ON CITY OWNED PROPERTY DURING CERTAIN PUBLIC EVENTS SANCTIONED BY THE CITY";

City Manager Fineberg provided updated copy with adjustments talked about at the last meeting for Boards review. Trustee Brink motion to approve Ordinance No. 445. Trustee Dooley second. Motion carried 3:1.

c. Consideration and possible approval of City of Creede Ordinance No. 446, "AN ORDINANCE OF THE CITY OF CREEDE, COLORADO AMENDING CHAPTER 4 OF THE MUNICIPAL CODE OF THE CITY OF CREEDE, COLORADO WITH THE EXEMPTION OF SALES MADE BY OR TO CHARITABLE ORGANIZATIONS";

Discussion ensued. Trustee Dooley motion approval of Ordinance No. 446. Trustee Hannah second. Vote carried unanimously.

d. Consideration and possible approval of City of Creede Resolution No. 2023-12, "A RESOLUTION TO ADOPT AND APPROPRIATE THE 2023 CITY OF CREEDE ANNUAL BUDGET;"

City Manager Fineberg briefly explained amendments to the salary/benefit line items of the budget. Trustee Dooley motion approval of Resolution No. 2023-12. Trustee Brink second. Vote carried unanimously.

OLD BUSINESS

BOARD REPORTS

<u>ADJOURN</u>

There being no further business to come before the Board, Trustee Dooley motion to adjourn. Trustee Hannah second. Motion carried unanimously. Mayor Larson declared adjourned at 7:03PM the motion carried. Respectfully submitted:

/Sarah Efthim-Williamson /

Sarah Efthim-Williamson City Clerk-

BOARD OF TRUSTEES CITY OF CREEDE, COLORADO – A TOWN March 21st, 2023

SPECIAL MEETING

The Board of Trustees of the City of Creede – a Town, County of Mineral, State of Colorado, met in Special Meeting session at the hour of 5:38 PM. There being present at the call of the roll the following persons: OFFICIALS PRESENT (via either phone or video conferencing): Mayor Larson, Trustee Brink, Trustee Castleberry, Trustee Dooley and Trustee Hannah were present. Mayor Pro-Tem Trustee Dooley presiding declared a quorum present.

Those members of staff also present were as follows:

Louis Fineberg, City Manager Scott Johnson, Public Works Director Sarah Efthim-Williamson, Clerk & Treasurer Madeline Westbrook, Deputy Clerk

APPROVAL OF AGENDA

City Manager Fineberg added Tom Hanson to Presentations. Trustee Brink motion to approve agenda with amendments. Trustee Hannah second. Vote carried unanimously.

PUBLIC COMMENT

N/A

PRESENTATIONS

a. Presentation by Tom Hanson with Headwaters Alliance on behalf of EJ GOV TO GOV Grant Program opportunity;

Tom Hanson, Executive Director of Headwaters Alliance, spoke on behalf of a grant opportunity. Discussion ensued. Board gave administrative action to support HWA Project; Tom to bring specific project ideas back to board for April meeting.

CONSENT AGENDA

- a. Check Detail Report for February 2023
- b. Departmental Staff Reports

Board thanked Staff.

BOARD INFORMATION ITEMS

NEW BUSINESS

a. Consideration and possible approval of City of Creede Resolution No. 2023-10, "A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, CO AUTHORIZING STAFF TO PREPARE AND SUBMIT AN EIAF GRANT APPLICATION TO THE DEPARTMENT OF LOCAL AFFAIRS FOR FUNDING TO COMPLETE CONSTRUCTION DOCUMENTS FOR A NEW TOWN HALL / PUBLIC WORKS COMPLEX;

City Manager Fineberg gave cost estimate for the design work for new TH & PWB complexes; Fineberg recommended the Board to pass resolution preparing said construction documents. Discussion ensued. Trustee Brink motion approval of Resolution 2023- 10. Trustee Castleberry second. Vote carried unanimously.

b. Discussion regarding the Low Income Household Water Assistance Program (LIHWAP) offered through the State of Colorado;

City Manager Fineberg and Deputy Clerk Westbrook informed Board of LIHWAP and the initial benefit it could bring to citizens within scope of program. DC Westbrook given administrative direction to continue research on LIHWAP and bring back to April regular meeting.

OLD BUSINESS

Public Works Director Johnson informed Board that our PW Crew Leader will be leaving the city end of March and the public works team has hired two new crew members. PWD Johnson expressed need for PT Public Works Employee and asked for Board to keep eyes/ears open for said position.

BOARD REPORTS

ADJOURN

There being no further business to come before the Board, Trustee Hannah motion to adjourn. Trustee Castleberry second. Motion carried unanimously. Mayor Pro-Tem Dooley declared adjourned at 6:28PM the motion carried.

Respectfully submitted:

/Sarah Efthim-Williamson /

Sarah Efthim-Williamson City Clerk-

Colorado Liquor Retail License Application

🛛 New License 📋 N	ew-Concurrent] Transfer o	of Ownership	State Property	Only	Master file		
 All answers must be printed i Applicant must check the app Applicant should obtain a cop 	propriate box(es)		Beer Code: <u>SBG</u>	.Colorado.gov/Liquo	<u>or</u>			
1. Applicant is applying as a/an	1. Applicant is applying as a/an 🗌 Individual 🔀 Limited Liability Company 🗌 Association or Other							
				Liability and Husban	d and	Wife Partnerships)		
2. Applicant If an LLC, name of LLC;				name of corporation		FEIN Number		
2a. Trade Name of Establishment (DB	NERS RESTAURA	INT OPERA	TIONS LLC	State Sales Tax Numb	or	88-0953106		
1 · · · · · · · · · · · · · · · · · · ·	RS RESTAURAN	т		95177353-00		Business Telephone (318) 402-7574		
3. Address of Premises (specify exact			nit numbers)			(010) 102 1011		
			Main St					
City			County	1	State	ZIP Code		
Cre	ede		Minera	al		81130		
4. Mailing Address (Number and Stre	•		City or Town		State	ZIP Code		
17774 Pre	ston Road			Dallas	TX	75252		
5. Email Address			_					
		T	cfuels.com		_			
6. If the premises currently has a liqu								
Present Trade Name of Establishmen		Present State	License Number	Present Class of Licer	nse	Present Expiration Date		
MINERS RESTAU								
Section A	Nonrefundable Appli		Section B (Cont.)			Liquor License Fees*		
Application Fee for New License			I			\$312.50		
Application Fee for New License w/						\$500.00		
Application Fee for Transfer			Lodging & Entertainment - L&E (County)\$500.00					
Section B	Liquor L	icense Fees*	Manager Registration - H & R\$30.00					
Add Optional Premises to H & R	\$100.00 X 1	īotal						
Add Related Facility to Resort Comp	lex\$75.00 X 1	Total	Manager Registration - Lodging & Entertainment\$30.00 Manager Registration - Campus Liquor Complex\$30.00					
Add Sidewalk Service Area\$75.00			Optional Premises License (City)\$50.00					
	Arts License (City)			County Co				
Arts License (County)						\$500.00		
Beer and Wine License (City)		\$351.25						
Beer and Wine License (County) \$436.25			5 Racetrack License (County)\$500.00 5 Resort Complex License (City)\$500.00					
Brew Pub License (City) \$750.00			[\$500.00		
Brew Pub License (County)						y)\$160.00		
Campus Liquor Complex (City)			1			unty)\$160.00		
Campus Liquor Complex (County)						ate)\$160.00		
Campus Liquor Complex (State)			Retail Garning	Tavern License (City)		\$500.00		
Club License (City)			🛛 🗆 Retail Gaming	Tavem License (County)	\$500.00		
						\$227.50		
						/)\$312.50		
Distillery Pub License (County)						\$227.50		
Hotel and Restaurant License (City)						\$312.50		
□ Hotel and Restaurant License (County)								
Hotel and Restaurant License w/one			1			\$500.00		
Liquor–Licensed Drugstore (City)	• • • • •					\$750.00		
						\$750.00		
	* Note that	the Division	on will not acc	ept cash				
Questions? Visit: <u>SBG.Colorado.gov/Liquor</u> for more information								
Do	not write in this s			f Revenue use on	ly			
			nformation	tine Data)	1			
License Account Number	Liability Date	License Issu	ed Through (Expira	ation Date)	Total			
					\$	1,500.00		

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 <u>exactly</u>. **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:** <u>SBG.Colorado.gov/Liquor</u> for more information

_	
-	Items submitted, please check all appropriate boxes completed or documents submitted
I.	Applicant information
	A. Applicant/Licensee identified
	B. State sales tax license number listed or applied for at time of application
	C. License type or other transaction identified
	D. Return originals to local authority (additional items may be required by the local licensing authority)
1	E. All sections of the application need to be completed
	F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this
	Retail License Application
П.	Diagram of the premises
10.	A. No larger than 8 1/2" X 11"
	B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences,
	walls, entry/exit points, etc.)
	C. Separate diagram for each floor (if multiple levels)
	D. Kitchen - identified if Hotel and Restaurant
	E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed)
100	A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
	B. Lease in the name of the applicant (or) (matching question #2)
	C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
	D. Other agreement if not deed or lease. (matching question #2)
-	
IV.	
	I A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors,
	partners, members)
	B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor.
	Do not complete fingerprint cards prior to submitting your application.
	The Vendors are as follows:
	IdentoGO – <u>https://uenroll.identogo.com/</u> Phone: 844-539-5539 (toll-free)
	Colorado Fingerprinting – <u>http://www.coloradofingerprinting.com</u>
	Appointment Scheduling Website: <u>http://www.coloradofingerprinting.com/cabs/</u>
	Phone: 720-292-2722 Toll Free; 833-224-2227
	Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:
	https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks
I	C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
	D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable)
	X A. Form DR 4679
L	B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable)
l	X A. Certificate of Incorporation
	B. Certificate of Good Standing
	C. Certificate of Authorization if foreign corporation (out of state applicants only)
	Partnership applicant information (if applicable)
 * 11 .	A. Partnership Agreement (general or limited).
	B. Certificate of Good Standing
VIII.	. Limited Liability Company applicant information (if applicable)
	A. Copy of articles of organization
1	B. Certificate of Good Standing
	C. Copy of Operating Agreement (if applicable)
	D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	
^{""}	Complex licenses when included with this application
1	A.\$30.00 fee
1	□ B. If owner is managing, no fee required

DR 8404 (07/01/22)

DR 8404 (07/01/22)								
Name MINERS RESTAURANT OPERATI		Type of Licer	nse nd Wine Lic	0000	Account Number			
 Is the applicant (including any of the part or officers, stockholders or directors if a construction of the part 	ners if a partnersh	ip; member	s or manage	ers if a lin	ited liability co	mpany;	Yes	No X
 8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): a. Been denied an alcohol beverage license? b. Had an alcohol beverage license suspended or revoked? c. Had interest in another entity that had an alcohol beverage license suspended or revoked? If you answered yes to 8a, b or c, explain in detail on a separate sheet. 								XXX
9. Has a liquor license application (same			ed within 5(00 feet o	f the proposer	4		
premises, been denied within the preceding two years? If "yes", explain in detail.								
10. Are the premises to be licensed within	500 feet, of any p	ublic or priv	ate school	that mee	ets compulsory	/		X
education requirements of Colorado lav	w, or the principal	campus of	any college		r by local ordir	•	• □	
 Is your Liquor Licensed Drugstore (LLD) liquor license for off-premises sales in a distance shall be determined by a radius premises for which the application is being the statement of the statemen	jurisdiction with a s measurement th ing made and end	population at begins a ls at the prin	of greater t t the princip ncipal doorw	han (>) 1 al doorw vay of the	0,0000? NOT ay of the LLDS Licensed LLE	E: The S/RLS DS/RLS.		X
12. Is your Liquor Licensed Drugstore (LLD license for off-premises sales in a jurisd shall be determined by a radius measur for which the application is being made	liction with a popul rement that begins	lation of les s at the prin	s than (<) 1 Icipal doorw	10,0000? /ay of the	• NOTE: The d • LLDS/RLS pr	istance		X
13. a. For additional Retail Liquor Store only. V	Vas your Retail Liq	uor Store Lic	ense issued	l on or be	fore January 1,	2016?		×
b. Are you a Colorado resident?								
14. Has a liquor or beer license ever been members or manager if a Limited Liabil If yes, identify the name of the business loans to or from a licensee.	issued to the app lity Company; or o s and list any <u>curr</u>	licant (inclu officers, sto <u>rent</u> financia	ding any of ckholders o al interest in	the part or directo n said bu	ners, if a partr ors if a corpora siness includir	tion)? ng any		X
15. Does the applicant, as listed on line 2 of ownership , lease or other arrangement	?	ave legal p	ossession	of the p	remises by		X	
 Ownership I Lease Other (E: a. If leased, list name of landlord and ter 		ovpiration	waatlu oo t	howopp	ar on the leas	<u></u>		
Landlord	Tenant	expiration, i	exactly as t	ney appe	ear on the leas	Expires	_	_
MINERS RESTAURANT		ERS REST	AURANT C	PERAT	IONS LLC	Mar	1, 20)32
b. Is a percentage of alcohol sales inclu	uded as compens	sation to the	andlord?	If yes, c	omplete quest	ion 16.	X	
the bars, brewery, walls, partitions, e diagram should be no larger than 8	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 8 1/2" X 11".						his	
16. Who, besides the owners listed in this companies) will loan or give money, inv money from this business? Attach a set	ventory, furniture o parate sheet if neo	or equipme						
Last Name	First Name			FEIN or S	SSN	Interest/F		ntage
MAMUR Last Name	BILAL First Name		6/6/1972 Date of Birth	FEIN or S	SSN	10 Interest/F	0% Percer	ntage
							01001	nuge
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 n any way by volume, profit, sales, giving of advice or consultation.								
Has a local ordinance or resolution aut	7. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?							
Number of 18. For the addition of a Sidewalk Service documentation received from the local g is not limited to a statement of use, per	joverning body at	tion 47-302 uthorizing u	2(A)(4), incluse se of the sid	ude a di dewalk. [agram of the	service a	area clude	and but

DR 8404 (07/01/22)

······						
Name MINERS RESTAURANT OPE	RATIONS LLC	Type of License Beer and Wine I	icense	Account Number		
 19. Liquor Licensed Drugstore (LLDS a. Is there a pharmacy, licensed by If "yes" a copy of license must 	the Colorado Board of P	e following:		cant's LLDS premise?		×
20. Club Liquor License applicants an	swer the following: At	tach a copy of app	licable doo	cumentation	Yes	No
a. Is the applicant organization ope and not for pecuniary gain?	rated solely for a nation	al, social, fraternal, pa	atriotic, polit	ical or athletic purpose		×
 b. Is the applicant organization a r is operated solely for the object 						×
c. How long has the club been inc	corporated?					
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?						×
21. Brew-Pub, Distillery Pub or Vintne	••		-			×
a. Has the applicant received or ap			or applicat	ion must be attached)		
22. Campus Liquor Complex applican	•] :				
a. Is the applicant an institution of b. Is the applicant a person who c If "yes" please provide a copy food services.	contracts with the institu					X X
 23. For all on-premises applicants. a. For all Liquor Licensed Drugstor - DR 8000 and fingerprints. 	es (LLDS) the Permitte	d Manager must also	o submit an	Manager Permit Applic	atior	ı
Last Name of Manager		First Name of Manager		_		
Bailey		<u> </u>	Mich			
24. Does this manager act as the man establishment in the State of Cold					Yes	No
25. Related Facility - Campus Liquor						X
a. Is the related facility located with		•	Complex?			
If yes, please provide a map of If no, this license type is not availa	the geographical locati	on within the Campu	us Liquor C			
b. Designated Manager for Relate	ed Facility- Campus Lic	uor Complex				
Last Name of Manager		First Name of Manager				
26. Tax Information.					Yes	No
 a. Has the applicant, including its managing members (LLC), or a been found in final order of a ta penalties, or interest related to a 	ny other person with a x agency to be delinqu	10% or greater final	ncial intere	st in the applicant,		X
 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.? 					X	
27. If applicant is a corporation, partn Directors, General Partners, an or members with ownership of 1 DR 8404-I (Individual History Rec website. See application checklist	Id Managing Member 0% or more in the ap cord), and make an app t, Section IV, for details	s. In addition, applic plicant. All person pointment with an ap s.	ant must lis s listed be	st any stockholders, p low must also attach	artne form	
Name BILAL MAMUR	Home Address, City & State		DOB 6/6/1072	Position	%Ov	
Name	308 Phoebe Dr, A Home Address, City & State		6/6/1972 DOB	Owner Position	10 %Ov	00 vned
Name	Home Address, City & State	9	DOB	Position	%Ov	vned
Name	Home Address, City & State	9	DOB	Position	%Ov	vned
Name	Home Address, City & State	9	DOB	Position	%Ov	vned

DR 8404 (07/01/22)

DR 8404 (01/01/22)							
		Type of License		Account Number			
	MINERS RESTAURANT OPERATIONS LLC Beer and Wine License						
 ** 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 on not have financial interest in a prohi					and does		
	Oath Of A						
I declare under penalty of perjury in the second complete to the best of my knowledge. I a and employees to comply with the provise	ilso acknowledge that	at it is my responsib	ility and the	responsibility of r			
Authorized Signature	Printed Name and				Date		
CAM		Bilal Mam			Dec 27, 22		
	pproval of Local Li						
Date application filed with local authority Da Dec 27, 2022	te of local authority hearing		; cannot be less	than 30 days from date	of application)		
The Local Licensing Authority Hereby Affin	April 4th						
 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 liquor license for off-premises sale				eet of another reta	il Yes No □ □		
□ Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?							
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.							
□ 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? □ □							
The foregoing application has been examined; and the premises, business to be conducted, and character of the appli- cant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighbor- hood 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			
Signature	Print	I,	Title		Date		
Signature	Print		Title		Date		

Tax Check Authorization, Waiver, and Request to Release Information

I. ______Bilal Mamur ______am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of <u>MINERS RESTAURANT OPERATIONS LL</u> (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is 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)	Social Security Number/Tax Identification Number		
MINERS RESTAURANT OPE	ERATIONS LLC	88-0953106	
Address			
	115 N Main St		
City		State	Zip
Creede		со	81130
Home Phone Number	Business/Work Phone Number		
(318) 402-7574			
Printed name of person signing on behalf of the Applica	nt/Licensee		
	Bilal Mamur		
Applicant/Licensee's Signature (Signature outporizing the	ne disclosure of confidential tax info	rmation)	Date signed
(PM			Dec 27, 2022
<u> </u>	Privacy Act Statement		
Providing your Social Security Number is vo		t or privilege provide	ed by law will be denied as a
result of refusal to disclose it. § 7 of Privacy .	Act. 5 USCS § 552a (note).		

STATE COUNTY CITY COLORADO MINERAL Creede

DENVER CO 80261-0013	COLORADO	M	INE	RAL		C	re
Must collect taxes for:	USE ACCOUNT NUMBER	LIA	311.11	ry inf	OR	MATION	
SALES TAX	for all references	county	city	industry	type	listility date	Ĩ
LICENSE	95177353-0000	62-	0002	2-001	L	050122	

115 N MAIN ST CREEDE CO 81130-1000

Apr 06 22 2023 THIS LICENSE

YOUT

ISSUE DATE

dav

manth

THIS LICENSE IS NOT TRANSFERABLE

LICENSE VALID TO DECEMBER 31

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION

IN A CONSPICUOUS PLACE: BILAL MAMUR

DR 0140 (02/16/11)

DEPARTMENT OF REVENUE

MINERS RESTAURANT OPERATIONS LLC 308 PHOEBE DR ALLEN TX 75013-6402

Executive Director Department of Revenue

Letter Id: L0634629088

Detach Here IMPORTANT INFORMATION

Now that you have your license, here's what you need to know:

- Use the letter ID above and go to Colorado.gov/RevenueOnline to set up your online access, manage your
 account, file electronic returns and submit payments. Paper returns will NOT be mailed to you.
- Both your sales tax return AND payments are due by the 20th day of the month following the end date of the reporting period in order to avoid any penalty and/or interest. Be sure you know what your filing frequency is in order to avoid missing due dates.
 - Monthly filer due dates: On the 20th day of the month following the reporting period end date.
 - · Quarterly filer due dates: April 20th, July 20th, October 20th and January 20th.
 - Annual filer due dates: January 20th following the reporting period end date.
- If no sales were made during the reporting period, you are still required to file a return to report zero sales were
 made during the reporting period. Otherwise, the Department of Revenue will assess a non-filer estimate for tax.
- All licensed retailers are required to collect and remit all state-collected sales taxes based on the location where their products are delivered.
- State law requires you to collect sales tax from your customers solely for the purpose of remitting those taxes to the Colorado Department of Revenue. Businesses are entrusted with collecting and remitting taxes that belong to the State of Colorado and local jurisdictions.
- · Your Colorado Sales Tax License must be displayed in a conspicuous place at your physical location.
- Your license must be renewed and the renewal fee paid at the end of the license period ending December 31 of
 odd-numbered years in order to maintain a valid license. Failure to renew your license will invalidate your license,
 but it won't automatically close your account. In order to close your account and cease any future liability, you must
 file form DR 1102 with the Department of Revenue.
- Having a Colorado Sales Tax License gives you the privilege to purchase non-taxable items-for-resale. Items that you consume in the course of your business are not included in this privilege.

We strongly recommend that you set up your Revenue Online account as soon as possible in order to remain compliant. If you have any questions regarding sales tax in Colorado, then please visit our website Colorado.gov/tax and click on

"Education and Legal Research" for helpful FYIs, Regulations, Letter Rulings and Statutes. While there, you can also sign up for free Public Sales Tax Classes.

Thank you for registering with the Colorado Department of Revenue.



Lease Terms

Date:	March 01, 2022
Landlord:	Crowngate International LLC
Landlord's Address:	17774 Preston Road, Dallas Texas 75252
Tenant:	Miners Restaurant Operations LLC
Tenant's Address:	115 N Main St, Creede, Co, 81130
Premises	
Street address/suite:	115 N Main St, Creede, Co, 81130
City, state, zip:	Creede Colorado 81130
Rent (monthly): Plus NNN	\$15,000.00
Term (years):	10 Years with 2 options of 5 years
Delivery Date:	May 10 th 2023
Rent Commencement Date:	Lease Date
Termination Date:	February 28, 2031
Place of Payment:	Payments due by the 3rd day of each month at Landlord's address stated above or at any other address directed by Landlord.
Security Deposit:	0.00
Extension:	
Rent Adjustment	2% rent increase in every year
Use:	Restaurant
Amount of Liability Insuranc	e
Death/bodily injury:	1,000,000/500,000 or as agreed by Landlord
Property:	As determined by Landlord

Definitions

"Rent" means Base Rent plus any other amounts of money due Landlord by Tenant.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Tenant" means Tenant and its agents, employees, invitees, licensees, or visitors.

"Essential Services" means heating, ventilating, air conditioning, water, and utility connections reasonably necessary for occupancy of the Premises for the Use.

1. Clauses and Covenants

A. Tenant agrees to:

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for Tenant's intended Use.

3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises, including the rules and regulations of the land adopted by Landlord.

4. Pay monthly, in advance, on the third day of the month, the Rent to Landlord at Landlord's Address or otherwise as directed by Landlord.

5. Pay a late charge of (10%) ten percent of any Rent not received by Landlord by the seventh day of the month in which the Rent is due.

6. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

7. Repair, replace, and maintain any part of the Premises, and in the event of insured repairs, utilizing the proceeds of the hazard insurance policy covering the property, in which case, Tenant shall pay any deductible under such policy, and utilize all such proceeds towards the repair and replacement of the Premises. Included in the obligation of Tenant shall be the obligation to repair, replace, and maintain the (a) roof, (b) foundation, (c) parking and common areas, (d) structural soundness of the exterior walls, doors, corridors, and windows, and (e) other structures or equipment serving the Premises

8. Repair any damage to the Premises caused by Tenant or Tenant's customers or invitees.

9. Maintain insurance on Tenant's personal property. Maintain general liability insurance in the policy amounts as stated herein.

10. Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of use of the Premises, including, without limitation, any and all claims of any customers, employees, regulatory agencies, or invitees of Tenant.

11. If requested, deliver to Landlord a financing statement perfecting the security interest created by this lease.

12. Vacate the Premises on termination of this lease or if the property closing process is not complete within 30 days of this agreement. Any remaining inventory shall be purchased by Landlord or may be taken by Tenant upon Tenant vacating the Premises.

B. Tenant agrees not to:

1. Use the Premises for any purpose other than that stated in the lease.

2. Create a nuisance.

3. Interfere with any other tenant's normal business operations or Landlord's management of the building.

4. Permit any waste.

5. Use the Premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.

6. Change Landlord's lock system.

7. Alter the Premises without the prior written consent of Landlord; provided however, that Tenant may remodel and reconfigure the improvements to the Premises, without the prior written consent of Landlord.

8. Allow a lien to be placed on the Premises or pledge the Premises as collateral on any loan.

9. Assign this lease or sublease any portion of the Premises without Landlord's written consent, which such consent shall not be unreasonably withheld. Landlord may charge a fee of \$70,000 as a condition to approving new subtenant or assignee of this lease. Landlord will not be required to release Tenant from any obligations hereunder in the event Landlord approves a sublease or assignment, and Tenant's obligations hereunder shall remain in full force and effect unless Tenant is specifically released by Landlord, in writing.

10. Operate or allow any sublessee or other party operate any illegal video gambling machines at any time, or any "legal" video games or gambling machines without providing a full and accurate description to Landlord and only upon receiving prior written consent thereof.

C. Landlord agrees to:

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date

and ending on the Termination Date.

2. Provide normal utility service connections to the building.

D. Landlord agrees not to:

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

E. Landlord and Tenant agree to the following:

- 2. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord.
- **3.** *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent.
- 4. *Release of Claims/Subrogation.* Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the Premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
- **5.** *Notice to Insurance Companies.* Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

6. *Casualty/Total or Partial Destruction*

a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, using the insurance proceeds pursuant to the policy obtained by Landlord, restore the Premises to substantially the same condition that existed before the casualty. If Landlord fails to complete restoration within one hundred fifty days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice to Landlord, but all insurance proceeds shall be the property of Landlord, and Tenant shall further pay to Landlord, the deductible applicable to the policy.

b. If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in a. above.

c. To the extent the Premises are untenantable after the casualty and the damage was not caused by Tenant, the Rent will be adjusted as may be fair and reasonable.

- 7. Uniform Commercial Code. Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement or execute and file a financing statement on behalf of Tenant.
- **8.** *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.
- **9.** *Termination of the Lease*. If the Landlord, who is under contract to sell the property to the Buyer as per Purchase and Sale Agreement dated August 1, 2022, is unable to close the transaction, then this lease agreement will be null and void and will be terminated immediately without prior notice.

10. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

i. Each of the following events shall be deemed to be an "Event of Default" by Tenant under this Lease:

a. Tenant shall fail to pay any installment of Minimum Rent, Additional Rent or any other payment due hereunder, and such failure to continue for a period of seven (7) days after the date due.

b. Tenant shall fail to comply with any term, provision or covenant of this Lease, other than as described in subsection (a) and (c) through (f), and such failure shall continue for fifteen (15) days after written notice thereof to Tenant; provided, however, that Landlord shall only be obligated to provide Tenant such written notice two (2) times during any calendar year, and any further failure within such calendar year shall be an automatic Event of Default without any notice thereof or opportunity to cure.

c. (i) Tenant breaches its covenant to open for business, (ii) the Premises shall be used for purposes other than the Permitted Use, (iii) Tenant breaches its covenant of continuous operation, (iv) Tenant shall use or display signs other than those approved by Landlord, (v) Tenant shall do anything upon or in connection with the Premises or the construction of any part thereof which interferes in any way with, or results in a work stoppage in connection with, construction of any part of the Premises, (vi) this Lease, without the prior written consent of Landlord or except as expressly permitted, shall be assigned, pledged, mortgaged, transferred or sublet in any manner, (vii) Tenant shall fail to maintain the insurance coverages required herein, or (viii) Tenant shall fail to pay ad valorem taxes required of Tenant under this Lease.

d. Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

e. Tenant or any guarantor of Tenant's obligations under this Lease shall file a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof, or an order for relief relating to Tenant or any guarantor of Tenant's obligations under this Lease is granted in proceedings filed against Tenant or any guarantor of Tenant's obligations under this Lease.

f. A receiver or trustee shall be appointed for the Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.

ii. Upon the occurrence of any Event of Default, Landlord shall have the option to pursue the following remedies (without limitation of any other remedies available to Landlord at law or in equity):

a. Terminate this Lease, or terminate Tenant's right to possession of the Premises without terminating this Lease, and in either event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rental, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, with or without legal proceedings, by force if necessary, without being liable for prosecution or any claim of damages therefor.

b. Pay any amount required to be paid by Tenant, or perform any obligation to be performed by Tenant, and to do so, enter upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages therefor, and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in so paying or performing Tenant's obligations under this Lease, together with interest on such expenses at the Interest Rate (as defined herein) until Tenant makes full payment of all amounts owing to Landlord at the time of said payment.

iii. If this Lease is terminated by reason of an Event of Default, Tenant shall be liable for and shall pay to Landlord the sum of all rental and other indebtedness accrued to date of such termination, plus, as damages, an amount equal to the present value of the excess, if any, of (1) the total rental hereunder for the remaining portion of the Term (had the Term not been terminated prior to the date of expiration stated herein) plus the unamortized balance of any rent abatements, brokers' fees and commissions, attorneys' fees and costs, and all reimbursements, and other costs incurred by Landlord to improve the Premises, over (2) the fair rental value of the Premises for such period, after deductions of all estimated costs of reletting for said period, discounted at a rate of six percent (6%) per annum. It is agreed by the parties that the actual damages which might be sustained by Landlord by reason of Tenant's default hereunder are uncertain and difficult to ascertain, and that the foregoing measure of damages is fair and reasonable.

iv. If Tenant's right to possession of the Premises is terminated, without termination of the Lease, Tenant shall be liable for and shall pay to Landlord all rental and other required payments accrued to the date of termination of possession, plus all rental and other required payments for and during the remainder of the Term, as such rental and other payments become due, diminished by any net sums thereafter received by Landlord through reletting the Premises during said period (after deducting expenses incurred by Landlord in said process). In no event shall Tenant be entitled

to any excess of any rental obtained by reletting over and above the rental herein reserved. Actions to collect amounts due by Tenant to Landlord may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Tenn. Notwithstanding any such reletting without termination, Landlord may at any time thereafter terminate this Lease for any prior breach or default.

v. In case of any Event of Default, Tenant shall also be liable for and shall pay to Landlord, in addition to amounts provided to be paid above, broker's fees incurred by Landlord in connection with reletting the whole or any part of the Premises, the costs of removing and storing Tenant's or other occupant's property, the costs of cleaning, repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant(s), and all other reasonable expenses incurred by Landlord, including reasonable attorneys' fees.

vi. In the event of termination of this Lease or repossession of the Premises, Landlord may relet the whole or any portion of the Premises for any period, to any tenant, and for any use and purpose. Anything herein to the contrary notwithstanding, Landlord shall have no duty to mitigate its damages except to the extent required by Colorado state statute.

vii. All obligations of Landlord hereunder will be construed as covenants and not conditions; and all such obligations will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. Notwithstanding any other provision of this Lease, Landlord shall not have any personal liability hereunder, and for any claim against Landlord, Tenant agrees to look solely to the equity or interest then owned by Landlord in the Premises. In no event shall any deficiency judgment or any money judgment of any kind be sought or obtained against any Landlord, except to be satisfied from Landlord's interest in the Premises as set forth above. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have no claim, and hereby waives the right to any claim, against Landlord for damages by reason of any refusal, withholding or delaying by Landlord of any consent or approval, and in such event, Tenant's only remedies shall be an action for specific performance or injunction to enforce any such requirement for consent or approval.

viii. Subject to the provisions of applicable Colorado law, Landlord may retain in the Premises, all of Tenant's personal property, including (without limitation,) furniture, furnishings, trade fixtures and equipment and may take exclusive possession thereof to use or rent until all defaults have been cured. Notwithstanding the foregoing, Landlord may, at its option, at any time during the term of this Lease, require Tenant to remove all or any portion of such property, or foreclose Landlord's lien or exercise any other rights of a secured creditor under the Uniform Commercial Code, as amended or remodified from time to time. If Landlord is required to remove Tenant's property from the Premises and put it into storage, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal and storage, together with interest thereon at the Interest Rate. Landlord shall also have the right to relinquish possession of all or any portion of such personal property to any person ("Claimant") claiming to be entitled to possession thereof, without the necessity of making any investigation or inquiry as to the basis upon which Claimant purports to act, and Tenant agrees to indemnify, defend and hold Landlord harmless from all cost, expense, loss, damage and liability incident to Landlord's relinquishment of possession of all or any portion of such personal property. Tenant stipulates and agrees that the rights set forth herein are commercially reasonable.

ix. All amounts owing under this Section which are not paid when due shall bear interest at the highest rate allowed by law or 18 percent per annum, whichever is lesser, ("Interest Rate") from the date owing until paid and such interest shall be compounded monthly.

10. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

11. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages. Notwithstanding the foregoing, Tenant's rights to occupy the property and Landlord's rights to exercise Landlord's remedies shall not accrue until Landlord shall have provided written notice of default to Tenant, stating the action that must be taken to cure the default and such default is not cured within the time periods as follows: ten (10) days for defaults in making timely payments of obligations under the lease.

12. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

13. Security Deposit. If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

14. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

15. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

16. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. Assignment. Landlord may assign this lease and Landlord's obligations shall be automatically assigned to any grantee or purchaser of the real property subject to this Lease, in which case, Landlord shall be automatically released from any and all responsibilities hereunder, and Tenant shall look only to the then owner of the property for any remedies under this Lease.

18. *Right of First Refusal.* If during the term of this lease the Landlord shall have a bona fide offer to purchase the premises which the Landlord wishes to accept, the Landlord shall notify the Tenant in writing of such bona fide offer stating the price and other terms of the offer. Tenant shall have 30 days following the mailing of this written notice within which to notify the Landlord in writing whether the Tenant desires to purchase the premises at the same price and on the same conditions as contained in the bona fide offer received be the Landlord. Failure of Tenant to respond to Landlord's notice of the bona fide offer shall be conclusively deemed an election not to purchase the premises. In the event Landlord sells the Property to a third party (and Tenant shall not have exercised the Right of First Refusal), Tenant shall be required to vacate the Leased Premises within 120 days after such sale and upon such vacating the Leased Premises,

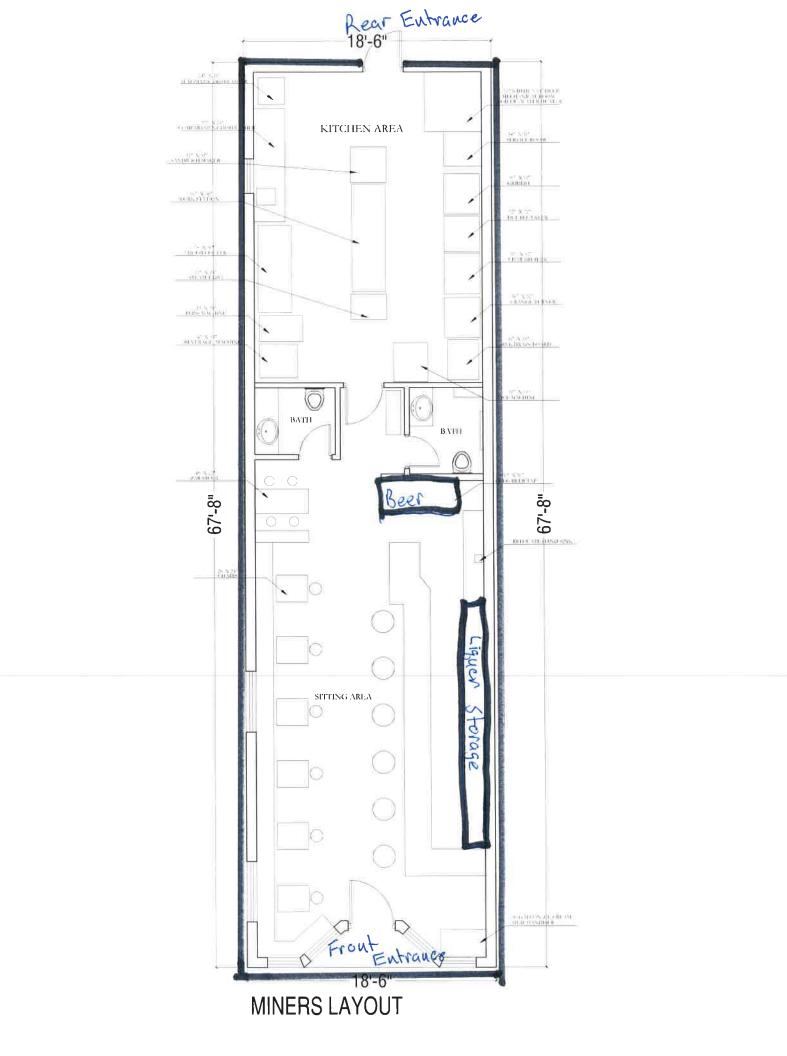
19. *Purchase of Inventory.* Tenant shall own 100% inventory and holds Landlord entirely free and harmless of and from any liability, claims or other demands in connection with the inventory and the transition of operation of the store from the former tenant.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Lease as of the date first above written.

LANDLORD: Crowngate International LLC				
By	and the second s			
Name	Saad sheikh			
Title	Owner			
Date:	March 01, 2022			

TENANT: Miners Restaurant Operations LLC

By	PH	
Name _	Bilal Mamur	
Title	Owner	
Date:	March 01, 2022	





Colorado Secretary of State ID#: 20221225025 Document #: 20221225025 Filed on: 02/28/2022 05:03:42 PM Paid: \$50.00

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 Miners Restaurant Operations LLC

The principal office street address is 115 N Main St Creede CO 81130-1000 US

 The principal office mailing address is
 308 Phoebe Dr

 Allen TX 75013-6402
 US

The name of the registered agent is Bilal Mamur

The registered agent's street address is 115 N Main St Creede CO 81130-1000 US

The registered agent's mailing address is 308 Phoebe Dr Allen TX 75013-6402 US

The person above has agreed to be appointed as the registered agent for this limited liability company.

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

Bilal Mamur 308 Phoebe Dr Allen TX 75013-6402 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

Bilal Mamur 308 Phoebe Dr Allen TX 75013-6402 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,

Miners Restaurant Operations LLC

is a

Limited Liability Company

formed or registered on 02/28/2022 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 20221225025.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/23/2022 that have been posted, and by documents delivered to this office electronically through 12/27/2022 @ 16:29:26.

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 12/27/2022 @ 16:29:26 in accordance with applicable law. This certificate is assigned Confirmation Number 14563947



Jusuok

Secretary of State of the State of Colorado

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/Certificate/SearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. <u>Confirming the issuance of a certificate</u> 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."

Colorado Local Government Opioid Participation Forms:

Please review, complete & sign <u>the five</u> Participation Forms and either:

- 1) Upload with this Google Form <u>https://forms.gle/2qVN2xxkVXsg3mvi7</u>
- 2) Or send to <u>Opioids@coag.gov</u>

Participation Forms are due by no later than April 7th, 2023

Attachment A: Teva Settlement Participation Form Attachment B: Allergan Settlement Participation Form Attachment C: Walmart Settlement Participation Form Attachment D: CVS Settlement Participation Form Attachment E: Walgreens Settlement Participation Form

Please reach out to **Opioids@coag.gov** if you have any questions or need assistance.

Attachment A: Teva Settlement Participation Form

<u>Exhibit K</u> <u>Subdivision and Special District Settlement Participation Form</u>

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Teva Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
- 2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
- 3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
- 5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
- 7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



- 8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
- 9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
- 10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
- 11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	



<u>EXHIBIT K</u> <u>Subdivision and Special District Settlement Participation Form</u>

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Allergan Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
- 2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
- 3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
- 5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



- 7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
- 8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
- 9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
- 10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
- 11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	



EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.
- 3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
- 4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
- 7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
- 9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	



<u>EXHIBIT K</u>

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("CVS Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
- 7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
- 10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	 	
Name:	 	
Title:		
Date:		



<u>EXHIBIT K</u>

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("Walgreens Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
- 7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
- 10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	



Resolution No. 2023-13

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, CO APPROVING THE CONSOLIDATION OF LOTS 10 AND 11 OF THE CREEDE AMERICA SUBDIVISION INTO LOT 10A

WHEREAS, the City of Creede is a municipality in the State of Colorado and has the statutory and legal authority to enact, enforce, and amend or suspend, ordinances, resolutions and regulations; and

WHEREAS, David and Kathryn Dell'Osso (hereafter "the Owner") is the owner of Lots 10 and 11 of the Creede America Subdivision (hereafter "the Property"), described in the Plat of Survey (Exhibit A); and

WHEREAS, the Owner is desirous of consolidating Lot 10 and Lot 11 into Lot 10A; and

WHEREAS, the Owner has surveyed the Property and included a replat proposal as described in the Land Use Application (Exhibit B); and

WHEREAS, Town Staff has reviewed the application and is recommending approval of the subdivision request;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CITY OF CREEDE, A COLORADO TOWN, THAT:

SECTION 1: The Board of Trustees have determined that it is in the best interest of the citizens of the City to approve the requested final plat application; and

SECTION 2: The above-described property will be deemed replatted and will be recorded as **Lot 10A of the Creede America Subdivision**, City of Creede, and Mineral County, Colorado.

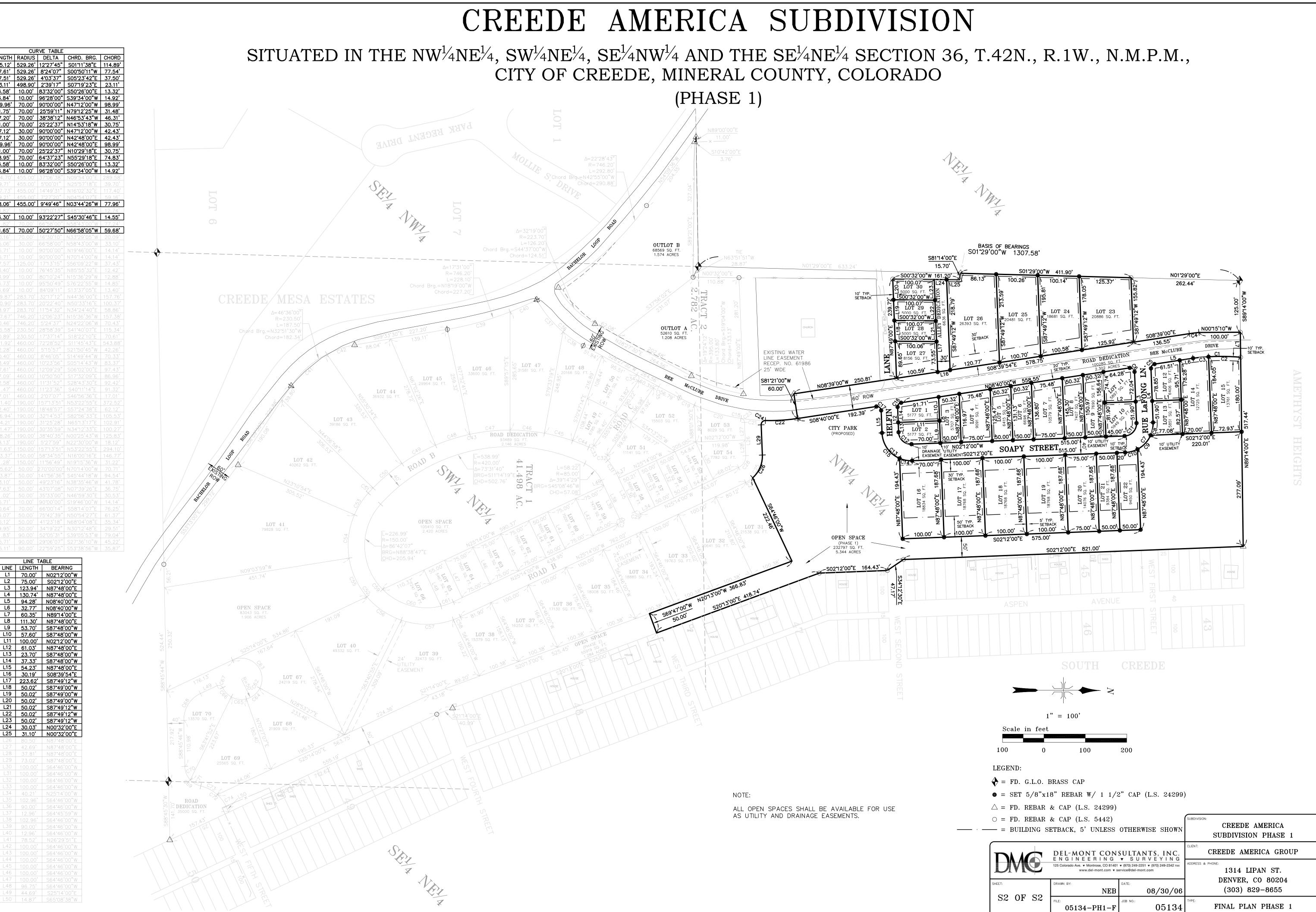
APPROVED AND ADOPTED by the Board of Trustees this 4th day of April, 2023.

CITY OF CREEDE:

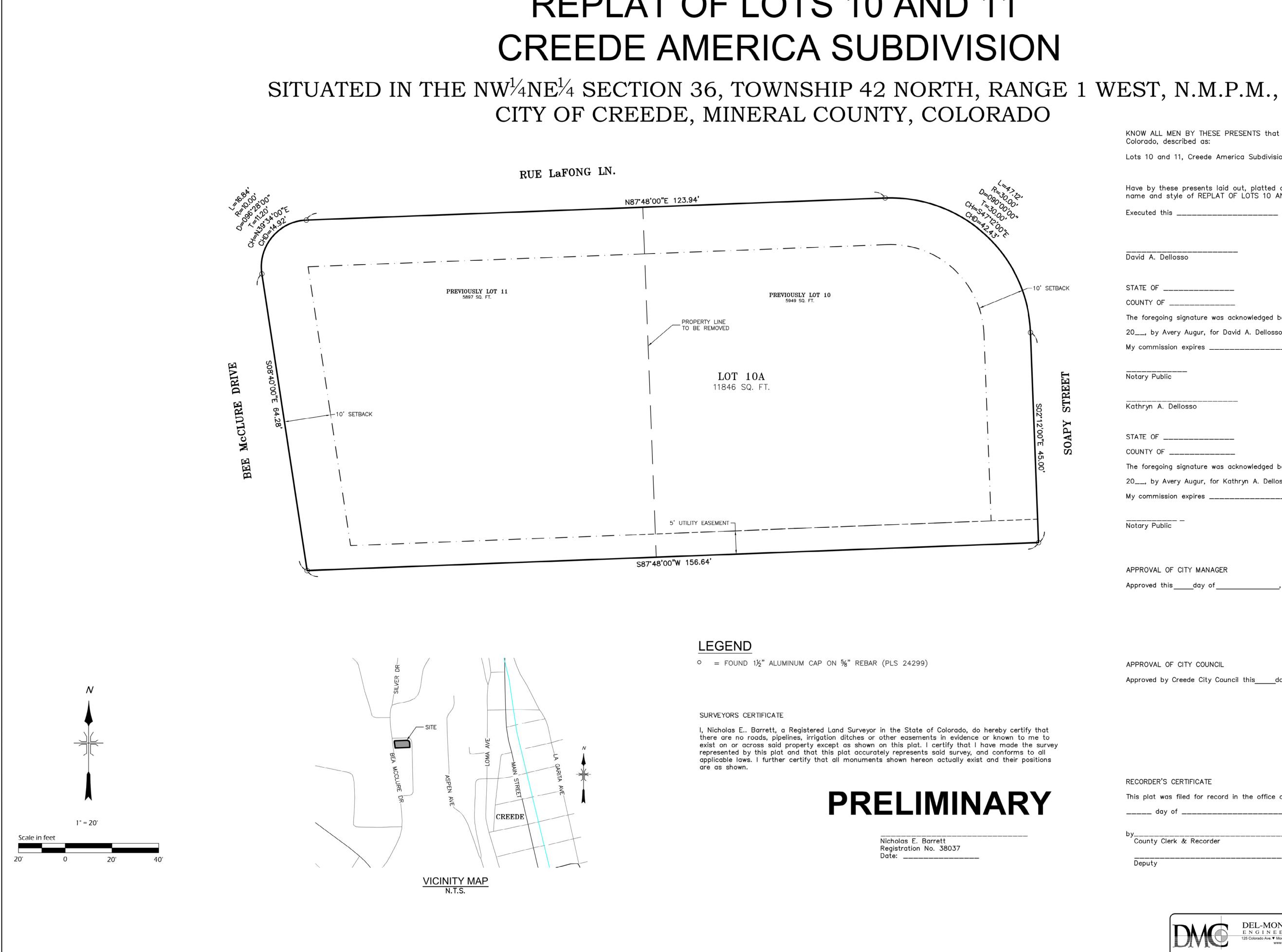
ATTEST:

Mayor Jeffrey Larson Date

Attest; City Clerk Sarah Efthim Date



CURVE	LENGTH	CUI RADIUS	RVE TABLE	CHRD. BRG.	CHORD
C1	115.12'	529.26'	12 ° 27'45"	S01"11'38"E	114.89
C2 C3	77.61' 37.51'	529.26' 529.26'	8°24'07" 4°03'37"	S00°50'11"W S05°23'42"E	77.54' 37.50'
C4	23.11'	498.90'	2 ° 39 ' 17"	S0719'23"E	23.11'
C5	14.58'	10.00'	83.32'00"	S50°26'00"E	13.32'
C6 C7	<u>16.84'</u> 109.96'	<u>10.00'</u> 70.00'	96 ° 28'00" 90°00'00"	<u>S39'34'00"W</u> N47'12'00"W	<u>14.92'</u> 98.99'
C8	31.75'	70.00'	25 ° 59'11"	N79'12'25"W	31.48'
C9 C10	<u>47.20'</u> 31.00'	70.00' 70.00'	<u>38°38'12"</u> 25°22'37"	N46*53'43"W N14*53'18"W	<u>46.31'</u> 30.75'
C11 C12	47.12'	30.00'	90'00'00"	N47'12'00"W	42.43'
C12 C13	47.12' 109.96'	<u> </u>	90°00'00" 90°00'00"	N42'48'00"E N42'48'00"E	42.43' 98.99'
C14 C15	31.00'	70.00'	25*22'37"	N10°29'18"E	30.75'
C15 C16	78.95' 14.58'	70.00' 10.00'	64 ° 37'23" 83°32'00"	<u>N55*29'18"E</u> S50*26'00"E	74.83' 13.32'
C17	16.84' 294.70'	10.00' 455.00'	96°28'00" 37°06'38"	S39°34'00"W N09°54'00"E	14.92' 289.58
C19 C20	<u>39.71</u> <u>117.73</u>	455.00 ['] 455.00 [']	5°00'01" 14°49'31"	N09 34 00 E N25°57'18"E N16°02'32"E	<u> </u>
C21 C22	59.21' 78.06'	455.00' 455.00'	7°27'20" 9 °49'46"	N04°54'07"E N03°44'26"W	59.16' 77.96'
C23 C24	13.82' 16.30'	10.00' 10.00'	79°10'13" 93°22'27"	S48°12'53"W S45°30'46"E	12.74 [°] 14.55 [°]
C25	81.82' 61.65'	70.00' 70.00'	66°58'00" 50°27'50"	N58°43'00"W N66°58'05"W	77.24' 59.68'
C27 C28	20.16' 35.06'	70.00' 30.00'	16°30'10" 66°58'00"	N33°29'05"W N58°43'00"W	20.09' 33.10'
C29 C30	<u>15.71'</u> 15.71'	10.00' 10.00'	90°00'00" 90°00'00"	N19°46'00"E N70°14'00"W	14.14 ['] 14.14 [']
C31	37.57'	125.00'	17°13'15"	S56°09'22"W	37.43'
C32 C33	13.40' 13.99'	10.00' 10.00'	76°45'35" 80°10'24"	N85°55'32"E N15°36'29"W	12.42 [°] 12.88 [°]
C34 C35	16.73'	10.00'	95°50'49"	S76°22'55"W	14.85'
C36	14.69' 159.87'	10.00' 283.70'	84°09'11" 32°17'12"	S13°37'05"E N44°36'00"E	1 <u>3.40'</u> 157.76
C37 C38	100.90' 58.97'	283.70' 283.70'	20°22'40" 11°54'32"	N50°33'16"E N34°24'40"E	100.37 58.86'
C39	157.67'	746.20'	12°06'23"	N15°36'36"W	157.38
C40 C41	70.46' 116.58'	746.20' 230.50'		N24°22'06"W S41°40'07"E	70.43' 115.34'
C42	70.89'	230.50'	17°37'14"	S18°22'10"E	70.61'
C43 C44	581.92' 42.28'	460.00' 460.00'	72°28'52" 5°15'57"	S11°45'43"E S21°50'45"W	543.88 42.26'
C45 C46	70.40'	460.00'	8°46'05"	S14°49'44"W	70.33'
C47	83.49' 97.61'	460.00' 460.00'	10°23'56" 12°09'29"	S05°14'43"W S06°02'00"E	83.37' 97.43'
C48 C49	87.09' 92.58'	460.00' 460.00'	10°50'50" 11°31'52"	S17°32'09"E S28°43'30"E	86.96' 92.42'
C50	91.47'	460.00'	11°23'36"	S40°11'14"E	91.32'
C51 C52	17.01' 521.40'	460.00' 190.00'	2°07'07" 157°13'51"	<u>S46°56'36"E</u> N53°22'55"E	17.01' 372.52
C53 C54	62.40'	190.00'	18°48'57"	S57°24'38"E	62.12'
C55	106.94' 104.21'	190.00' 190.00'	32°14'53" 31°25'28"	S82°56'33"E N65°13'17"E	105.53 102.91
C56 C57	101.47' 128.26'	<u>190.00'</u> 190.00'	<u>30°35'59"</u> 38°40'35"	N34°12'33"E N00°25'43"W	100.27 125.83
C58	18.13'	190.00'	5°27'59"	N22°30'00"W	18.12'
C59 C60	411.63' 153.37'	<u>150.00'</u> 150.00'	157°13'51" 58°34'55"	N53°22'55"E N16°00'16"E	294.10 146.77
C61	31.28'	150.00'	11°56'49"	N19°15'36"W	31.22'
C62 C63	235.62' 123.87'	50.00' 50.00'	270°00'00" 141°56'36"		70.71' 94.54'
C64 C65	43.10' 37.63'	50.00' 50.00'	49°23'16" 43°07'08"	N38°35'46"W N07°39'26"E	41.78' 36.75'
C66	31.02'	50.00'	35°33'00"	N46°59'30"E	30.53'
C67 C68	15.71' 80.64'	10.00' 70.00'	90°00'00" 66°00'14"	S19°46'00"W S58°14'07"E	14.14 ['] 76.25 [']
C69	66.07'	50.00'	75°42'39"	N50°54'27"E	61.37'
C70 C71	36.12' 29.95'	50.00' 50.00'	41°23'18" 34°19'22"	<u>N68°04'08"E</u> N30°12'48"E	<u>35.34'</u> 29.51'
C72 C73	81.83 [°] 45.71 [°]	90.00'	52°05'31" 29°06'07"	S39°05'53"W S27°36'10"W	79.04'
C74	45.71 36.11'	90.00' 90.00'	29 06 07 22°59'25"	S53°38'56"W	45.22' 35.87'
	LINE	LINE LENGTH	TABLE I BEAR	ING	
	L1 L2	70.00' 75.00'			
	L3	123.94	' N87 * 48	'00"E	
	L4 L5	1 <u>30.74</u> 94.28'			
	L6	32.77'	N08'40	'00"W	
	L7 L8	<u>60.35</u> ' 111.30'			
	L9 L10	53.70'	S87*48	'00"W	
	L11	57.60' 100.00	<u>' N02'12'</u>	'00 " W	
	L12 L13	61.03'	N87 * 48	'00"E	
	L14	23.70' 37.33'	S87*48 ⁴	'00 " W	
	L15 L16	54.23' 30.19'			
	L17 L18	223.62 50.02'	' <u>S87*49</u>	'12 " W	
			1 071/0	- V 1 W/ I	



REPLAT OF LOTS 10 AND 11

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

PRESENTS that the undersigned being the owner of certain lands in Mineral County, KNOW ALL MEN BY THESE Colorado, described as: Lots 10 and 11, Creede America Subdivision, as recorded in the Mineral County Records at Reception No. 63145. Have by these presents laid out, platted and subdivided the same into lots, as shown on this plat, name and style of REPLAT OF LOTS 10 AND 11 CREEDE AMERICA SUBDIVISION. ___ day of _____, 20___ David A. Dellosso STATE OF _____ COUNTY OF _____ The foregoing signature was acknowledged before me this _____ day of _____ A.D. 20__, by Avery Augur, for David A. Dellosso. My commission expires _____ ___. Witness my hand and seal Notary Public Kathryn A. Dellosso STATE OF COUNTY OF _____ The foregoing signature was acknowledged before me this _____ day of _____ A.D. 20___, by Avery Augur, for Kathryn A. Dellosso. My commission expires ______. Witness my hand and seal Notary Public APPROVAL OF CITY MANAGER , 20____. Approved this _____day of _ ____, City Manager APPROVAL OF CITY COUNCIL Approved by Creede City Council this _____day of _____, 20 ____, Mayor RECORDER'S CERTIFICATE This plat was filed for record in the office of the Clerk and Recorder of Mineral County at _____m. on the _____ day of ______, 20____, Reception No. _____. by_____ County Clerk & Recorder Deputy REPLAT OF LOTS 10 & 11 CREEDE AMERICA SUBDIVISION DEL-MONT CONSULTANTS, INC. E N G I N E E R I N G V S U R V E Y I N G 125 Colorado Ave. V Montrose, CO 81401 V (970) 249-2351 V (970) 249-2342 FAX www.del-mont.com V service@del-mont.com CREEDE AMERICA ADDRESS & PHONE:

IELD BOOK:

1 OF 1

DRAWN BY

DATE

01-16-2023

23007

REPLAT

DCC

23007V REPLAT