



LIQUOR LICENSE AUTHORITY
Hearing Officer, Erik Johnson
Tuesday, April 2, 2024
Public Meeting Room / Eagle Town Hall
200 Broadway, Eagle, CO

This agenda and the meetings can be viewed at www.Townofeagle.org.

PUBLIC WIFI – Eagle Guest

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION *This will be an in-person meeting using Teams. Please note: All participants must remain muted until they are requested to speak. This will reduce background noise disruptions to the meeting attendees. When it's your turn to speak, you will have three (3) minutes for public comment. PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on this agenda can be submitted to Jenny Rakow, Town Clerk, and will be included as part of the record. For technical difficulties, please email jenny.rakow@townofeagle.org and we will do our best to assist you.*

1. **Microsoft Teams meeting**

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 270 216 677 139

Passcode: wfQw5R

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 469-770-0416,,30327728#](tel:+1469770041630327728) United States, Dallas

CALL TO ORDER - 11:00 AM

PUBLIC HEARING

1. Permanent Modification of Premises, Your Father's Office dba Second Street Tavern

OTHER BUSINESS

1. Upcoming Hearing Date Review

ADJOURN - 11:30 AM

I hereby certify that the above Notice of Meeting was posted by me in the designated location at least 24 hours prior to said meeting.



Jenny Rakow, CMC
Town Clerk

Permit Application and Report of Changes

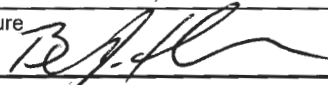
All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a		<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company		License Number	
				03-18224	
2. Name of Licensee YOUR FATHER'S OFFICE LLC			3. Trade Name of Establishment (DBA) Second Street		
4. Address of Premises (specify exact location of premises) 127 West 2nd Street			5. Business Email Address Brian@2ndstreeteagle.com		
City	County	State	ZIP	Business Phone Number	
Eagle	Eagle	Co	81631	970-4711288	
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.					
Section A – Manager Reg/Change			Section C		
<input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$30.00 <input type="checkbox"/> Manager's Registration (Tavern) \$30.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$30.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE			<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) \$100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) \$50.00 <input type="checkbox"/> Change Location Permit (ea) \$150.00 <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change \$150.00 <input checked="" type="checkbox"/> Change, Alter or Modify Premises <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$150.00 x</div> Total Fee: 150.00		
<p><i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i></p>			<input type="checkbox"/> Addition of Optional Premises to Existing H/R <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$100.00 x</div> Total Fee:		
Section B – Duplicate License			<input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$160.00 x</div> Total Fee:		
<input type="checkbox"/> Duplicate License \$50.00			<input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00		

Do Not Write in This Space – For Department of Revenue Use Only		
Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE \$ 150 .00

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change	<p>8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change</p> <p>Select the option that applies to your situation:</p> <p><input type="checkbox"/> Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or</p> <p><input type="checkbox"/> Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).</p> <p>(a) Address of Location 1: _____ City _____ County _____ ZIP _____</p> <p>(b) Address of Location 2: _____ City _____ County _____ ZIP _____</p>
Change of Manager	<p>9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.</p> <p>(a) Change of Manager</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Does manager have a financial interest in any other liquor licensed establishment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p>10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed _____ Extending liquor Bondry into space next door</p> <p>(b) If the modification is temporary, when will the proposed change: Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(d) Is the proposed change in compliance with local building and zoning laws? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p> <p>(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>

Campus Liquor Complex Designation	<p>11. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Additional Related Facility	<p>12. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Print name and Title Brian Kunkel / Member/Owner	Date 2/12/24
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County) TOWN OF EAGLE	Date filed with Local Authority FEBRUARY 29, 2024	
Signature	Title ADMINISTRATIVE HEARING OFFICER	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

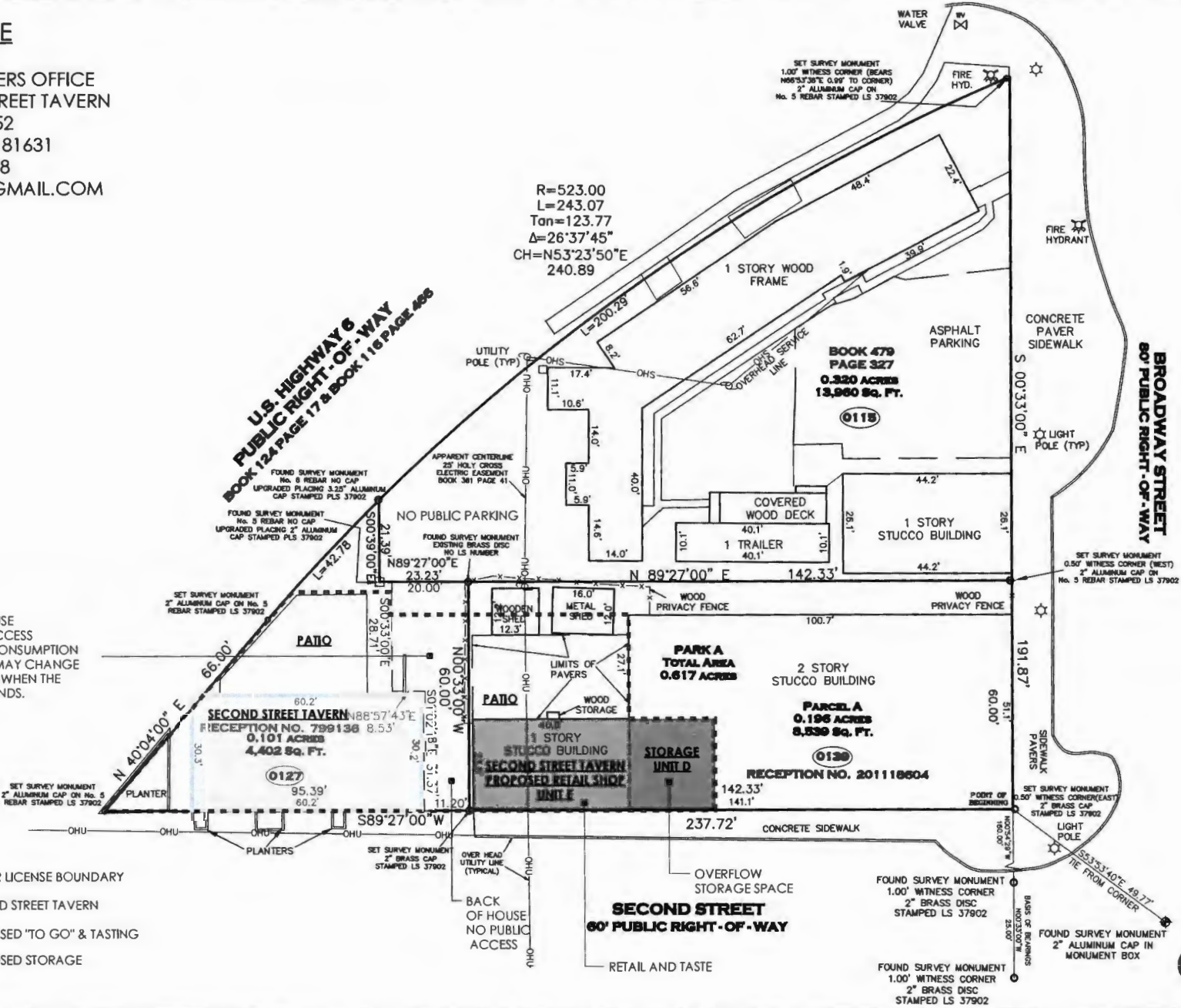
Unit D & E

YOUR FATHERS OFFICE
 SECOND STREET TAVERN
 PO BOX 1652
 EAGLE, CO 81631
 970.471.1288
 BKUNKEL@GMAIL.COM

$$\begin{aligned}
 R &= 523.00 \\
 L &= 243.07 \\
 \text{Tan} &= 123.77 \\
 \Delta &= 26^\circ 37' 45'' \\
 \text{CH} &= N53^\circ 23' 50'' E \\
 &= 240.89
 \end{aligned}$$

**U.S. HIGHWAY 6
 PUBLIC RIGHT-OF-WAY
 BOOK 124 PAGE 17 & BOOK 116 PAGE 488**

BACK OF HOUSE
 NO PUBLIC ACCESS
 OR LIQUOR CONSUMPTION
 AT THIS TIME. MAY CHANGE
 IN THE FUTURE WHEN THE
 TAVERN EXPANDS.



- LIQUOR LICENSE BOUNDARY
- SECOND STREET TAVERN
- PROPOSED "TO GO" & TASTING
- PROPOSED STORAGE

LOCATION SITE PLAN

139 BROADWAY STREET UNIT D/E
 SECOND STREET ACCESS

EXTENSION OF LIQUOR LICENSE BOUNDARY

REVISIONS

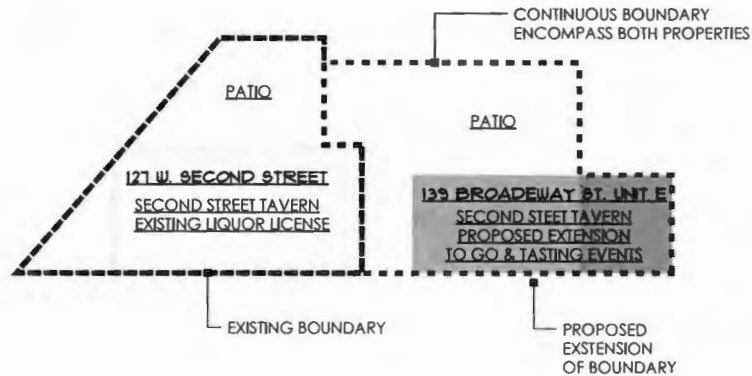
MM/DD/YY	REMARKS
02/12/24	TAVERN LIQUOR LICENSE BOUNDARY EXTSN. APPLICATION
1	...
2	...
3	...
4	...
5	...

10
A



SPACE DEFINED

PROPOSED EXPANSION OF LIQUOR LICENSE



EXTENSION SPACE (139 BROADWAY UNIT E)

Specialty Wine and Liquor Sales location. There will be "TO GO" section of the space where products will be displayed. The dining space will be used as a lounge and intimate seating arrangements. The bar area will act as an educational hub and wine tasting area. The Space includes ADA restroom access, as well as North Patio access from inside the Extended Space. The Building has 2 exits for egress, one on the North Wall and one on the South Wall.

STORAGE

Indoor storage will provide extra space for patio furniture and other outdoor décor during winter months or special tasting events etc. Storage room will also house "TO GO" inventory.



EXTENSION SPACE MATERIALS

PATIO:

- CONCRETE
- EDISON HANGING LIGHTS
- EXTERIOR SPEAKERS AND MUSIC
- EXTERIOR LIGHTING & SIGNAGE
- LIQUOR BOUNDARY POSTED AND FENCED
- MOVEABLE FURNITURE & SEATING ARRANGEMENTS

LOUNGE:

- SEALED TEXTURED SPREADROCK
- OVER EXISTING CONCRETE FLOOR
- COMPOSITE BAR TOP W/FAUX BRICK STEM WALL
- COVE BASE FOR SANITATION
- 1X6 BASE BOARD SANDED CALK
- WATERPROOFING REQUIREMENTS HEALTH DEPT.

BATHROOMS:

- TILE | TYPICAL APPLICATION FOR PATTERN AND FLOOR LAY STYLE
- METAL COVE BASE FOR WAINSCOT WALL @ 42" HT.
- METAL TILE CAP AND CORNER DETAILING
- ADA TOILET AND SINK AND 5' RADIUS FOR TURNAROUND
- LEVER HANDLE LOCKING DOOR
- AUTOMATIC LIGHT AND FAN SENSOR



EXTENSION SPACE DETAILS

- 3 PART WASH SINK
- EMPLOYEE HAND WASH SINK
- BACK OF BAR MOP FLOOR SINK
- DISH GLASS RACK & STORAGE
- REFRIGERATION
- FREEZER
- DIMABLE LIGHTING CONTROLS
- EXTERIOR PATIO LIGHT CONTROL
- EMERGENCY AID KIT LOCATION
- CLEANING SUPPLY CLOSET (STORAGE)
- SMOKE AND CARBON MONOXIDE DETECTORS
- INTERNET | DIRECT TV | PHONE HOOK UPS
- SPECIAL SERVICES AVAILABLE UPON REQUEST

PROJECT OVERVIEW	139 BROADWAY STREET UNIT D/E SECOND STREET ACCESS	REVISIONS	
		MM/DD/YY	REMARKS
EXTENSION OF LIQUOR LICENSE BOUNDARY	1	02/12/24	TAVERN LIQUOR LICENSE BOUNDARY EXTNS. APPLICATION
	2
	3
	4
	5

A 02

LEASE AMENDING AGREEMENT

THIS LEASE AMENDING AGREEMENT dated this 28th day of February, 2024

BETWEEN:

Butters Investments, LLC
(the "Landlord")

OF THE FIRST PART

- AND-

Your Father's Office, LLC
(the "Tenant")

OF THE SECOND PART

Background

- A. The Landlord and the Tenant entered into the lease (the "Lease Agreement") dated September 9, 2022, for the premises (the "Premises") located at 127 W 2nd Street, Eagle, CO 81631.
- B. The Landlord and the Tenant desire to amend the Lease Agreement on the terms and conditions set forth in this Lease Amending Agreement (the "Agreement"), which will take effect on April 1, 2024.
- C. This Agreement is the first amendment to the Lease Agreement.

IN CONSIDERATION OF the Landlord and Tenant agreeing to amend their existing Lease Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Lease Agreement is amended as follows:

a. Additional Leased Space:

land and improvements commonly known and numbered as 139 Broadway and legally described as follows (the "Building"): EAGLE PARK "A" PT OF BK-0214 PG-0994 QCD 02-27-69,BK-0225 PG-0575 WD 06-14-76,BK-0247 PG-0983 QCD 06-14-76,BK-0247 PG-0984 QCD 06-14-76,R793686 QCD 04-25-02

Landlord makes available for lease a portion of the Building designated as 139 Broadway Unit D, Unit E and the "Patio" (the "Leased Premises").

b. Paragraph 2A & 2B. Base Rent/CAM/Utilities

Rent and CAM fees to be INCREASED by the following:

See attached "Butters Investments - 139 Broadway Calculation of CAM's By Unit"

c. Paragraph 8. Insurance Requirements

Tenant will increase its liability policy from \$1,000,000 to \$2,000,000 and extend its fire policy to include the expanded space as described in this agreement.

d. Paragraph 9. Utilities

All utilities will be included in the CAM calculations. Additionally, Tenant will pay for separately metered electrical service for the expanded space and put the service in its name as of the effective date of this agreement. See Paragraph 2(B)(v) of original lease.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Lease Agreement remain unchanged and in full force and effect.

Incorporation

3. This Agreement incorporates and is subject to the Lease Agreement

Additional Details

4. This agreement is expressly contingent upon the following:
 1. Approval of liquor license to include 139 Broadway Units D, E and "Patio"

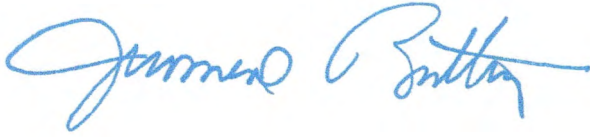
Miscellaneous Terms

5. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Lease Agreement. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Landlord" and "Tenant" as used in this Agreement include the plural as well as the singular; no regard for gender is intended by the language in this Agreement.

Governing Law

6. Subject to the terms of the Lease Agreement, it is the intention of the parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the Landlord and Tenant execute this Lease Amending Agreement.



Butters Investments, LLC
per: _____ (seal)
February 28, 2024
Signing Date



Your Father's Office, LLC
per: _____ (seal)
February 28, 2024
Signing Date

Colorado Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective Date, by and between Butters Investments LLC, A Colorado Limited Liability Company ("Landlord") and Your Father's Office, LLC (DBA Second Street) and Brian J. Kunkel, Individually and collectively, ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 127 West 2nd Street and legally described as follows (the "Building"): EAGLE PARK "A" PT OF BK-0239 PG-0038 QCD 03-20-75 BK-0258 PG-0334 QCD 08-06-77 BK-0259 PG-0164 QCD 08-30-77 BK-0259 PG-0165 QCD 08-29-77

Landlord makes available for lease the Building and land designated as 127 West 2nd Street (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning September 9, 2022 and ending August 31, 2027.

2. Base Rent/CAM/Utilities

A. Tenant shall pay to Landlord in advance on the first day of each calendar month during the term hereto without demand, according to the following schedule:

<u>Period</u>	<u>Base Rent</u>
September 9, 2022-September 30, 2022	\$3,000.00 (Three Thousand and No/100 Dollars)
October 1, 2022-August 31, 2023	\$3,000.00 (Three Thousand and No/100 Dollars)
September 1, 2023-August 31, 2024	\$3,090.00 (Three Thousand Ninety and No/100 Dollars)

September 1, 2024-August 31, 2025	\$3,182.70 (Three Thousand One Hundred Eighty Two and 70/100 Dollars)
September 1, 2025-August 31, 2026	\$3,278.18 (Three Thousand Two Hundred Seventy Eight and 18/100 Dollars)
September 1, 2026-August 31, 2027	\$3,376.53 (Three Thousand Three Hundred Seventy Six and 53/100 Dollars)

Unless in violation of any term of this lease, or Landlord has the property for sale, or Landlord has transferred the property to a buyer, Landlord will offer Tenant one (1) additional five (5) year period with three (3) months notice at a mutually agreeable Fair Market Rental at the time of renewal. Landlord shall provide written notice of the then Fair Market Rental within ten (10) days of receipt of Tenant’s notice to renew. Landlord and Tenant shall reach agreement on the renewal rate within an additional twenty (20) days or the renewal shall become voidable by the Tenant. The \$3,000.00 security deposit will carry over to the option period. The option period will begin on September 1, 2027 and end on August 31, 2032.

<u>Period</u>	<u>Base Rent</u>
September 1, 2027-August 31, 2028	TBD - Mkt Rate
September 1, 2028-August 31, 2029	TBD - Mkt Rate
September 1, 2029-August 31, 2030	TBD - Mkt Rate
September 1, 2030-August 31, 2031	TBD - Mkt Rate
September 1, 2031-August 31, 2032	TBD - Mkt Rate

Rent is payable to Butters Investments, LLC, 1177 Colorado River Road, Gypsum, CO 81637-9656 or at such other place designated by written notice from Landlord.

B. In order that the Rent payable during the Term reflects Landlord’s expenses in operating the Unit, Tenant agrees to pay to Landlord as Rent (or direct payment by Tenant), Tenant’s Proportionate Share of the following costs, expenses, and obligations attributable to the Building and its operation (“Building Operating Costs”):

(i) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or its operation, including real property taxes or assessments levied or assessed against the Building

(ii) Any and all costs incurred by Landlord in maintaining and operating the Building including without limitation the following: costs of (A) utilities (gas and electric); (B) supplies; (C) janitorial for common area bathrooms; (D) insurance including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building required by Landlord or its lenders (plus 100% of any insurance premium surcharge resulting directly from the Tenant's Use); cost, expenditures or charges required by any governmental or quasi-governmental authority; (E) costs required by any governmental entity for energy conservation or life safety purposes and (F) common area snow removal and maintenance.

(iii) Tenant's Proportionate Share of Building Operating (CAM) Costs: 100.00%.

C. If any installment due under this Lease is not received by Landlord within five (5) days after the due date, Tenant agrees to pay Landlord a late charge of \$100.00 with an additional \$25.00 for each day thereafter. Acceptance of such late charge shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor will it prevent the Landlord from exercising any other rights and remedies contained in this Lease.

3. Security Deposit

Concurrently with the execution of this Lease, Tenant shall pay to Landlord a "Security Deposit" in the amount of \$3,000.00. Tenant agrees that Security Deposit may be commingled with the general funds of the Landlord and that Landlord shall have no obligation or liability for the payment of interest on the Security Deposit.

The Security Deposit shall be held by Landlord as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

4. Use

A. The Leased Premises shall be used and occupied for the purpose of a restaurant/bar/tavern. The Tenant may, from time to time, allow other short term uses of the space with written consent from the Landlord. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term or any part of the term hereof regulating the use by Tenant of the Leased Premises.

B. Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

C. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, liability, extended coverage or other insurance policy covering the Premises, and shall comply with all requirements, regulations, rules, orders and recommendations of all insurance carriers. Tenant shall, promptly upon demand, reimburse Landlord for any additional insurance premium charged by reason of Tenant's failure to comply with the foregoing.

D. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other occupants of the Building and adjacent tenants of the Landlord or injure or annoy them.

5. Sublease and Assignment

Tenant shall not sublease or assign this contract without written consent from Landlord.

6. Repairs and Maintenance

A. Landlord's Obligations: Landlord, at its sole cost and expense, will maintain the structural integrity of the building (including the roof, walls and foundation; electrical systems; plumbing systems, including hot water heater; and HVAC systems); and be responsible for any maintenance, mitigation or abatement of any hazardous materials that are within or outside of the building of which the Premises are a part. The Tenant will immediately notify the Landlord upon discovery of any hazardous materials and make no alterations to the building upon such discovery unless approved by the Landlord. Any alterations or improvements to the building made by the Tenant, after obtaining the requisite Town of Eagle Building Permits, shall be at the sole expense of the Tenant. The Tenant shall be responsible for all repairs and maintenance, subsequent to the Certificate of Occupancy, to these alterations AND the overall building and grounds. The Tenant specifically agrees that the building has gone through Asbestos abatement and the Tenant has a copy of the completed work, air clearance certificate and approvals from the Town of Eagle and the State of Colorado.

B. Tenant's Obligations: Tenant, at Tenant's sole cost and expense, shall maintain the Premises in good order, repair, and satisfactory condition, including the interior surfaces of the ceilings, walls, and floors, all doors and the interior of all windows. Tenant shall also be responsible for all repairs and alterations with respect to (i) the installation, removal, use or operation of Tenant's property; or (ii) the act, omission, misuse or negligence of Tenant, or its agents, contractors, employees or invitees.

C. Tenant shall comply with all applicable laws, ordinances, rules and regulation of any governmental authority relating to Tenant's maintenance obligations hereunder. This includes snow removal on the sidewalk outside the Tenant's front and back doors and patios.

D. Except as expressly provided in this Lease, Landlord shall have no liability to Tenant, nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making of repairs or changes which Landlord is required or permitted to make under this lease, or required to make by law to any portion of the Building or Premises. Nevertheless, Landlord shall use all reasonable efforts to minimize any interference with Tenant's business in the Premises. Except in the case of emergency, Landlord shall give Tenant a 24 hour prior notice before entering the Premises to make any such repairs or changes.

E. Tenant shall give Landlord prompt notice of any damage to, or defective condition in any part of the Premises or Building, including structural, mechanical, electrical, plumbing or other systems serving or located in the Premises, the Building, or passing through the Premises.

7. Alterations and Improvements

Tenant shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of the Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvement upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. Landlord's consent may also be conditioned on Tenant leaving any such additions, alterations or improvement upon the expiration of the Term of the Lease. Any costs to restore the Premises to the same condition as on the date Tenant took possession or any such additions, alterations or improvement made by Tenant shall be at the sole cost of Tenant.

8. Insurance Requirements

During the term of this lease, both the Landlord and the Tenant will maintain general commercial liability insurance, for an amount of not less than \$1,000,000 coverage for their respective activities and responsibilities at the Premises, and Tenant will name

Landlord as an additional insured under its policy. Tenant will be responsible for insuring Tenant's personal property and equipment. Tenant will maintain in effect during the term of this Lease fire, casualty, and property damage insurance covering the Premises for the benefit of and naming the Landlord as an additional insured or loss payee for the replacement cost of the building. The valuation of replacement cost shall be reviewed annually and at the completion of any permitted alterations to the building. Each party shall provide the other with a certificate of insurance annually. Failure to provide proof of insurance coverage aforementioned for the duration of this Lease will be considered a default under this Lease. Tenant agrees to reimburse Landlord for the cost of any premiums incurred for liability coverage and casualty coverage if obtained under a separate policy.

9. Utilities

See paragraph 2(B)

10. Signs

With Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations agreed upon by Landlord, any signs which are permitted by applicable Town of Eagle zoning ordinances. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking

Tenant acknowledges that there are limited off-street parking spaces included with this Lease. All parking shall be confined to the property boundaries and a proposed parking plan shall be provided to Landlord upon execution of this Lease. The Landlord shall not unreasonably deny the parking plan as long as it complies with local ordinances and non-interference with adjacent properties/parking spaces owned by Landlord.

13. Tenant's Indemnification of Landlord

To the extent permitted by law, Tenant agrees to hold harmless and indemnify Landlord from any and all liability, loss or damage, including reasonable cost of defense that Landlord may suffer as a result of claims, demands, actions, or damages to any and all persons or property, cost, or judgements against Landlord caused by the acts, omissions, or negligence of Tenant, its officers, students, agents invitees or employees during the term of this Lease.

14. Damage or Destruction to the Premises

A. In the event of damage or destruction to the Premises, the Landlord or the Tenant shall be allowed to cancel the Lease if the Landlord cannot restore the Premises within ninety (90) days. If the Landlord can restore the Premises within said ninety (90) days,

the Landlord shall commence to do so diligently. Landlord shall notify Tenant in writing within fifteen (15) days of said damage or destruction of its ability to restore the Premises within ninety (90) days or not. If restoration is not completely restored within ninety (90) days, or cannot be restored within ninety (90) days, Tenant shall have the immediate right to cancel the Lease effective from the date of occurrence of said damage or destruction, and Tenant shall have no further liability to Landlord. Rent payable hereunder for the period during which such damage, repairs or restoration continues shall be abated.

B. If Tenant or Tenant's clients, friends, acquaintances or family members cause any damage to the premises or common areas of the subject property, the damage will be the sole responsibility of Tenant and all costs for repairs, maintenance or cleaning will fall on the Tenant's responsibility to reimburse the Landlord with a minimum charge of \$100 per occurrence. This includes but is not limited to the bathrooms, the walls, doors, offices and glass of the unit and the building, the common area and the exterior of the building.

15. Default and Notice

Tenant agrees to observe and perform the conditions and agreements herein set forth to be observed and performed by the Tenant, and further agrees that if default be made by Tenant in the payment of rent, or any part thereof, or if Tenant shall fail to observe or perform any of the conditions or agreements and such default shall continue for a period of thirty (30) days after Tenant receives written notice thereof from Landlord, then and in that event it shall be lawful for the Landlord at its election to terminate this Lease Agreement and to re-enter and repossess itself of said Premises.

Landlord agrees to observe and perform the conditions and agreements herein set forth to be observed and performed by the Landlord, and further agrees that if Landlord shall

Expiration Date Tenant shall deliver the keys to the Premises to the Landlord.

If Tenant abandons or surrenders the Premises prior to the Expiration Date, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned and, at Landlord's option, title thereto shall pass to Landlord as if by bill of sale from Tenant to Landlord. If Landlord elects to remove all or part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises caused by such removal shall be paid by Tenant.

20. Brokerage Fees

Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except None. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and attorney's fees) for any compensation, commission or fees claimed by any other real estate broker on behalf of or because of a relationship with Tenant (not Landlord) in connection with this Lease or its negotiation by reason of any act of Tenant.

21. Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord:

Butters Investments, LLC
1177 Colorado River Road
Gypsum, CO 81637-9656

Tenant:

Your Father's Office, LLC
DBA: Second Street
Brian J. Kunkel
P.O.Box 1562
Eagle, CO 81631

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

22. Waiver

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Headings

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

24. Successors

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

25. Consent

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

26. Compliance with Law

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

27. Final Agreement

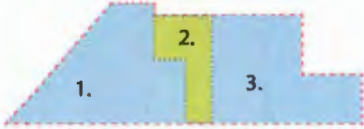
This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

28. Governing Law

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.

Unit D & E

YOUR FATHERS OFFICE
 SECOND STREET TAVERN
 PO BOX 1562
 EAGLE, CO 81631
 970.471.1288
 BKUNKEL26@GMAIL.COM

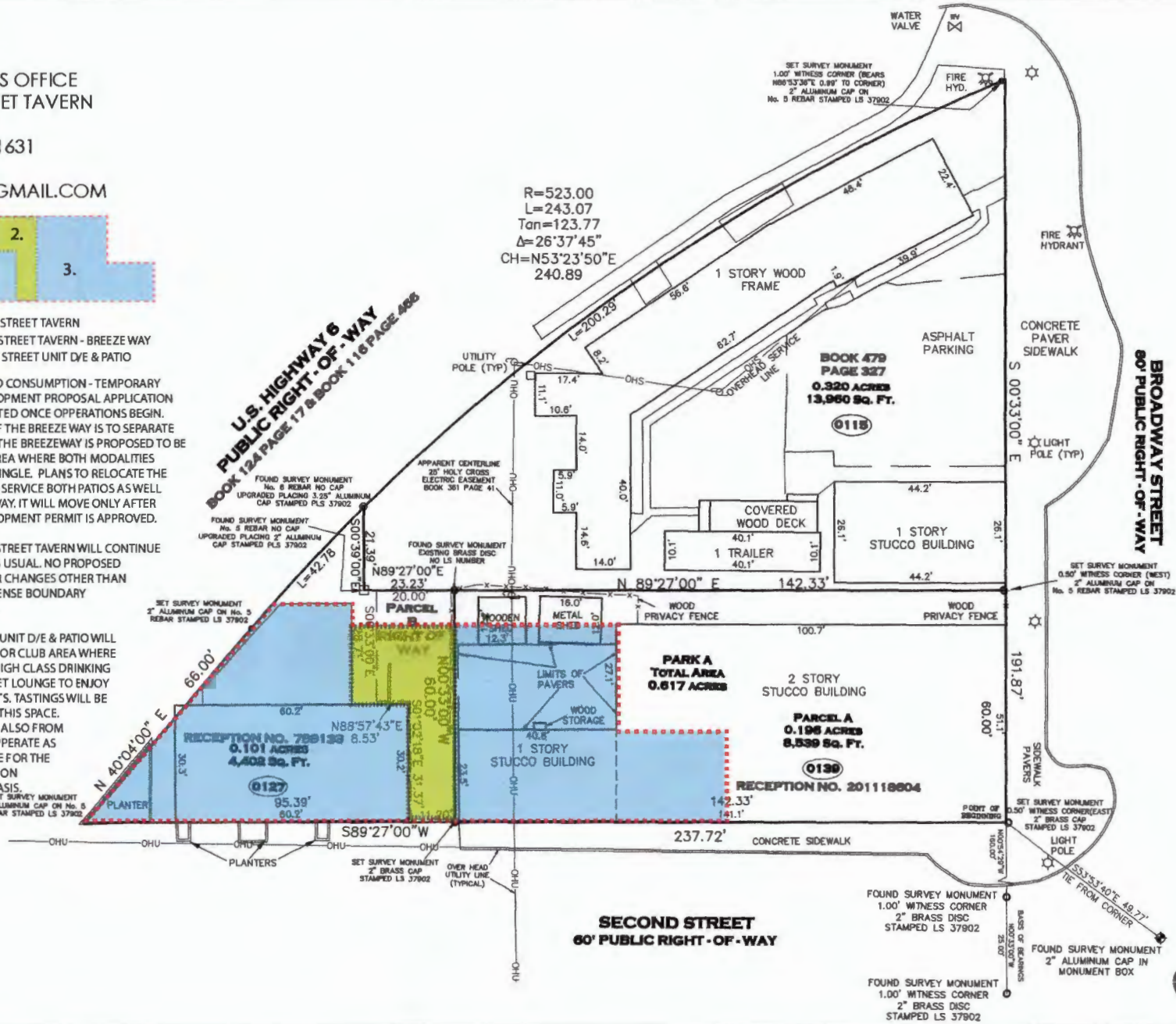


- 127 W SECOND STREET TAVERN
- 127 W SECOND STREET TAVERN - BREEZE WAY
- 139 BROADWAY STREET UNIT D/E & PATIO

BREEZE WAY - NO CONSUMPTION - TEMPORARY
 A MINOR DEVELOPMENT PROPOSAL APPLICATION WILL BE SUBMITTED ONCE OPERATIONS BEGIN. THE PURPOSE OF THE BREEZE WAY IS TO SEPARATE 2 MODALITIES. THE BREEZEWAY IS PROPOSED TO BE AN INCLOSED AREA WHERE BOTH MODALITIES CAN MIX AND MINGLE. PLANS TO RELOCATE THE FOOD TRUCK TO SERVICE BOTH PATIOS AS WELL AS THE BREEZEWAY. IT WILL MOVE ONLY AFTER A MINOR DEVELOPMENT PERMIT IS APPROVED.

127 W SECOND STREET TAVERN WILL CONTINUE TO OPERATE AS USUAL. NO PROPOSED ALTERATIONS OR CHANGES OTHER THAN THE LIQUOR LICENSE BOUNDARY MODIFICATION.

139 BROADWAY UNIT D/E & PATIO WILL ACT A VIP AREA, OR CLUB AREA WHERE THERE WILL BE HIGH CLASS DRINKING OPTIONS, A QUIET LOUNGE TO ENJOY WINE AND SPIRITS. TASTINGS WILL BE CONDUCTED IN THIS SPACE. THIS SPACE MAY ALSO FROM TIME TO TIME OPERATE AS A PRIVATE VENUE FOR THE PUBLIC TO RENT ON CASE BY CASE BASIS.



LOCATION SITE PLAN

SPACE DEFINED

EXTENSION OF LIQUOR LICENSE BOUNDARY

REVISIONS

	MM/DD/YY	REMARKS
1	02/12/24	TAVERN LIQUOR LICENSE BOUNDARY EXTSN. APPLICATION
2	---/---/---	...
3	---/---/---	...
4	---/---/---	...
5	---/---/---	...

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A

**PUBLIC NOTICE
TOWN OF EAGLE
APPLICATION – MODIFICATION OF PREMISES**

Notice is hereby given that the Liquor Licensing Authority shall hold a public hearing on the application of **YOUR FATHER’S OFFICE LLC DBA SECOND STREET** dated **February 29, 2024**, requesting a **Modification of Premises** for a **Tavern License**, located at **127 W Second Street**, Eagle, Colorado 81631. Said hearing will be held on **Tuesday, April 2, 2024, at 11:00 a.m.** at the Eagle Town Hall, 200 Broadway. All persons interested in the aforementioned application may appear before the Town Council and present testimony or may submit written correspondence to the Eagle Town Clerk, at clerk@townofeagle.org or PO Box 609 Eagle CO 81631.

By: **Jenny Rakow**
Town Clerk

Published: March 21, 2024, EVE & Vail Daily



BEFORE THE TOWN OF EAGLE LIQUOR LICENSING AUTHORITY

200 BROADWAY
PO BOX 609
EAGLE CO 81631

FINDINGS AND ORDER APPROVING PERMANENT MODIFICATION

IN THE MATTER OF

Permanent Modification of Premises

Your Father's Office LLC dba Second Street Tavern

Address: 127 W 2nd Street, Eagle CO 81631

Having considered the application of Your Father's Office LLC dba Second Street for a Permanent Modification of Premises of a Tavern License, and all attachments submitted therewith (the "Application"), on the Application on February 29, 2024, and with a public notice required, all in accordance with the Colorado Liquor Code, 44-3-301 et seq., C.R.S., Code of Colorado Regulation 47-301, and having considered all relevant and competent evidence admitted by the Town Clerk; the Local Licensing Authority in making its decision with respect to any proposed changes, alterations or modifications, the licensing authority must consider whether the premises, as changed, altered or modified, will meet all of the pertinent requirements of the Colorado Liquor or Beer and Wine Codes and related regulations.

The licensing authority, FINDS AS FOLLOWS:

- The reasonable requirements of the neighborhood and the desires of the adult inhabitants will be met with this modification.
 - The licensee has possession of the changed premises by ownership, lease, rental or other arrangement.
 - The application is in compliance with the applicable zoning laws of the Town of Eagle.
 - The application is in compliance with the distance prohibition in regard to any public or parochial school or the principal campus of any college, university, or seminary.
 - The application meets the legislative declaration that the Colorado Liquor and Beer and Wine Codes are an exercise of the police powers of the state for the protection of the economic and social welfare and the health, peace, and morals of the people of this state.
-
- **APPROVED WITH THE FOLLOWING CONDITIONS: Any outdoor seating area shall not obstruct any fire exit, fire escape, or other required ingress or egress. (4.09.100.I.1.f-Outdoor Seating)**
 - **All buildings and patio areas are currently designated as "Bar / Tavern / Distillery" per the Land Use Development Code. Any change of use will require review with the Town community development department. (4.01.040.C)**
 - **Increases in indoor/outdoor occupancy load or seating will be subject to additional Plant Investment Fees.**

BASED UPON THE FOREGOING, THE LOCAL LICENSING AUTHORITY HEREBY ORDERS that the application of Your Father's Office LLC dba Second Street Tavern for a Permanent Modification of Premises of a Tavern License is hereby GRANTED.

DATED this 2nd day of April 2024

LOCAL LIQUOR LICENSING AUTHORITY
TOWN OF EAGLE

Erik Johnson, Hearing Officer

ATTEST:

Jenny Rakow, Town Clerk