

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 <div style="font-size: 1.2em; font-family: cursive;">03-16782</div>	
2. Name of Licensee <div style="font-size: 1.2em; font-family: cursive;">Marigold Lyons LLC</div>			3. Trade Name of Establishment (DBA)		
4. Address of Premises (specify exact location of premises) <div style="font-size: 1.2em; font-family: cursive;">405 Main St. Unit B</div>			5. Business Email Address <div style="font-size: 1.2em; font-family: cursive;">Theo@marigoldlyons.com</div>		
City <div style="font-size: 1.2em; font-family: cursive;">Lyons</div>	County <div style="font-size: 1.2em; font-family: cursive;">Boulder</div>	State <div style="font-size: 1.2em; font-family: cursive;">CO</div>	ZIP <div style="font-size: 1.2em; font-family: cursive;">80540</div>	Business Phone Number <div style="font-size: 1.2em; font-family: cursive;">9709871572</div>	
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.					
Section A – Manager Reg/Change <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 <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>			Section C <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: flex; justify-content: space-between;"> \$150.00 x Total Fee: </div> <input type="checkbox"/> Addition of Optional Premises to Existing H/R <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> \$100.00 x Total Fee: </div> <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> \$160.00 x Total Fee: </div> <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input checked="" type="checkbox"/> Sidewalk Service Area \$75.00		
Section B – Duplicate License <input type="checkbox"/> Duplicate License \$50.00					

Do Not Write in This Space – For Department of Revenue Use Only		
Date License Issued	License Account Number	Period
<small>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.</small>		TOTAL AMOUNT DUE <div style="font-size: 1.2em; font-weight: bold;">\$.00</div>

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

☐ **Section A**

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ **Section B**

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☒ **Section C**


Check the appropriate box in section C and proceed below.

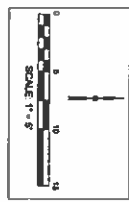
- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change**, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) **Campus Liquor Complex Designation**, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 40px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 40px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____ ZIP _____</p> <p>Attach a deed/lease or rental agreement for the storage premises.</p> <p>Attach a detailed diagram of the storage premises.</p>				
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name/DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 40px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 40px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 40px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 50%; padding: 5px;">Old Trade Name</td><td style="width: 50%; padding: 5px;">New Trade Name</td></tr> <tr> <td style="padding: 5px;">Old Corporate Name</td><td style="padding: 5px;">New Corporate Name</td></tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 40px;">City _____ County _____ ZIP _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 40px;">Address _____</p> <p style="margin-left: 40px;">City _____ County _____ ZIP _____</p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 40px;">Address _____</p> <p style="margin-left: 40px;">City _____ County _____ State _____ ZIP _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

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: _____</p> <p>City _____ County _____ ZIP _____</p> <p>(b) Address of Location 2: _____</p> <p>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 <u>We wish to add approximately 195^{sq} square feet of patio service to our restaurant. The new premises are property of Cdot, and would be leased from them. We wish to extend alcohol sales to the new patio.</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>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?</p> <p>(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 checked="" 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	11. Campus Liquor Complex Designation An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No
Additional Related Facility	12. Additional Related Facility 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. (a) Address of Related Facility _____ (b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No

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 Theo Adley, owner	Date 3/8/23
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)		Date filed with Local Authority
Signature	Title	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



PART OF LOT 1, BLOCK 31, TOWN OF LYONS,
PART OF PARCEL A, YORK CONDOMINIUM MAP,
FIRST AMENDED, RECEPTION NO. 391824, RECORDED 10-4-2
PART OF THE SOUTHEAST CORNER OF SECTION 18,
TOWNSHIP 3 NORTH, RANGE 70 WEST
OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO

PART OF LOT 1, BLOCK 51,
 TOWN OF LYONS,
 PARCELS
 YOUR CONDOMINIUM MAP
 FIRST AMENDED
 RECEPTION NO. 28-0224
 REC'D 080 19-4-71

1) THIS ABOVEMENT LOCATION CERTIFICATE (A/C) HAS BEEN PREPARED IN CONFORMANCE WITH CDS 28.61-108

WHICH IT WAS NOTED AS A
OTHER THAN THOSE TO WH

UNIVERSITY OF CALIFORNIA

BASES OF RESEARCH. THE CULTURE OF MAIN STREET BEARS

INTERLOCKING OF IRON BARS TO PREVENT AND PROTECT
ANY TYPE OF SWAY AND A FOUR-2 7/8-INCH DIAMETER
COLUMN IN CAP MOMENTED WITH ELASTIC STRAINS, IN RANGE

[illegible]

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS BATTERY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS BATTERY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE PURCHASE OF THE BATTERY SHOWN HEREON.

SCALE 1" = 20'

PROPERTY MGMT.NO. _____
NO PROJECT: N/A
LOCATION: 405 Main Street, Unit B, Lyons, CO

**LEASE AGREEMENT
(Vacant Land)**

THIS LEASE AGREEMENT made and entered into this 16th day of March, 2023, by and between the State of Colorado acting by and through the Colorado Department of Transportation, CDOT, hereinafter referred to as "Lessor", and Marigold Lyons LLC, thereafter referred to as "Lessee".

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **PREMISES.** Lessor hereby leases and demises unto Lessee the Premises, hereinafter referred to as "Premises" located as part of the sidewalk to the north of 405 Main Street, Unit B, Lyons, CO 80540. The Premises is described as existing State of Colorado right of way and includes approximately 195 square feet of sidewalk located between the Premises and Main Street. The leased Premises being as shown on the Improvement Location Certificate attached hereto, made a part hereof and marked "Exhibit A" subject to the terms in paragraph 23(a) of this lease agreement.
2. **TERM** The term of this lease shall begin on April 1, 2023, and end on March 31, 2028, subject to the cancellation and termination provisions herein.
3. **RENT.** Lessee shall pay \$60.00 per month as rent on the first of each month or annual period during the term hereof. Rent shall be seasonal and only paid for the Months of April through November so long as lessee removes all personal property from the Premises for the months of December through March. If personal property remains on the premises than rent shall continue at \$60.00 per month for as long as personal property remains on the premises.

Payments shall be made payable to the Colorado Department of Transportation at:

Colo. Dept. of Transportation
C/O Accounting Receipts & Deposits
2829 W. Howard Place
Denver, CO 80204

or at such place as Lessor from time to time designates by notice as provided herein.

In the event Lessor has not received the rental installment hereunder on or before the tenth (10) day of the month when due, a late charge of five percent (5%) of the total installment will be assessed to the Lessee for that month and each succeeding month the payment is not received on or before the 10th day of that month. In the event the Lessee for a rental installment tenders a check, and it is returned to Lessor for insufficient funds, Lessee agrees to pay administrative charges to Lessor of Twenty Dollars (\$20.00). Both Lessor and Lessee agree that acceptance by the Lessor of the late payment does not waive Lessor's right to declare Lessee in default of this Lease Agreement.

4. **USE.** It is understood and agreed that the Lessee intends to use the Premises only for outdoor patio seating associated with commercial restaurant operations. The Premises may not be used for any other purpose without the specific written prior permission of the Lessor. Any other use of the Premises

shall constitute material breach of this Lease and may cause this lease to terminate immediately at the Lessor's option.

5. **TAXES, UTILITIES, MAINTENANCE AND OTHER EXPENSES.** It is understood and agreed that this Lease shall be an absolute Net Lease with respect to Lessor, and that all taxes, assessments, insurance, utilities and other operating costs and the cost of all maintenance, repairs, and improvements, and all other direct costs, charges and expenses of any kind whatsoever respecting the Premises shall be borne by Lessee and not by the Lessor so that the rental return to Lessor shall not be reduced, offset or diminished directly or indirectly by any cost or charge. Lessee shall maintain the Premises in good repair and in tenable condition free of trash and debris during the term of this lease. Lessor shall have the right to enter the Premises at any time for the purpose of making necessary inspections.

6. **HOLD HARMLESS.** The Lessee shall save, indemnify, and hold harmless the Lessor and FHWA for any liability for damage or loss to persons or property resulting from Lessee's occupancy or use of the Premises.

7. **OWNERSHIP.** The State of Colorado is the owner of the Premises. Lessor warrants and represents himself to be the authorized agent of the State of Colorado for the purposes of granting this Lease.

8. **LEASE ASSIGNMENT.** Lessee shall not assign this Lease and shall not sublet the demised Premises without specific written permission of the Lessor and will not permit the use of said Premises to anyone, other than Lessee, its agents, or employees, without the prior written consent of Lessor.

9. **APPLICABLE LAW.** The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Lease. Any provision of this Lease, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of compliant, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Lease to the extent that this agreement is capable of execution.

10. **CANCELLATION.** Both parties understand that at any time before the scheduled expiration of the term of this Lease, Lessor has the right to cancel the lease without liability by giving the Lessee 30-day written notice of its intention to cancel the Lease. The notice shall be hand delivered, posted on the Premises, or sent to the Lessee, at the address of the Lessee contained herein by Certified Mail, return receipt requested. This Lease may also be canceled by the Lessee by giving the Lessor 30-day written notice of their intent to do so.

11. **COMPLETE AGREEMENT.** This Lease, including all exhibits, supersedes any and all prior written or oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

12. **CAPTIONS, CONSTRUCTION, AND LEASE EFFECT.** The captions and headings used in this Lease are for identification only and shall be disregarded in any construction of the lease provisions. All of the terms of this Lease shall inure to the benefit of and be binding upon the respective heirs, successors, and assigns of both the Lessor and the Lessee. If any provision of this Lease shall be

determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act then the remaining provisions of this Lease shall remain in full force and effect.

13. **NO BENEFICIAL INTEREST.** The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

14. **NO VIOLATION OF LAW.** The Lessee shall not commit, nor permit the commission of, any act or thing, which shall be a violation of any ordinance of the municipality, City, County, or of any law of the State of Colorado or the United States. The Lessee shall not use the Premises for any manner, which shall constitute a nuisance or public annoyance. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S., as amended, and that no violation of such provisions is present. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

15. **NOTICE.** Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

LESSOR:

Colo. Dept. of Transportation
Property Management Manager
2829 W. Howard Place
Denver, Colorado 80204

LESSEE:

Marigold Lyons LLC
C/O Theodore Adley
4428 Greenbriar Blvd.
Boulder, Colorado 80305

Notice of change of address shall be treated as any other notice. The Lessee warrants that the address listed above is the Lessee's current mailing address and that the Lessee will notify the Lessor in writing of any changes in that address within ten (10) days of such change.

16. **HOLDING OVER.** If the Lessor allows the Lessee to occupy or use the Premises after the expiration or sooner termination of this Lease, the Lessee becomes a Holdover Tenant and shall be a month-to-month Lessee subject to all the laws of the State of Colorado applicable to such tenancy. The rent to be paid by Lessee during such continued occupancy shall be the same being paid by Lessee as of the date of expiration or sooner termination. Lessor and Lessee each hereby agree to give the other party at least thirty (30) days written notice prior to termination of this holdover tenancy.

17. **CHIEF ENGINEER'S APPROVAL.** This Lease shall not be deemed valid until it has been approved by the Chief Engineer of the Colorado Department of Transportation and by the Lessee.

18. **HAZARDOUS MATERIALS.** The Lessee agrees to defend, indemnify and hold harmless the Lessor and any employees, agents, contractors, and officials of the Lessor against any and all damages, claims, liability, loss, fines or expenses, including attorney's fees and litigation costs, related to the presence, disposal, release or clean-up of any contaminants, hazardous materials or pollutants on, over, under, from or affecting the property subject to this Lease, which contaminants or hazardous materials the Lessee or its employees, agents, contractors or officials has caused to be located, disposed, or released on the property. The Lessee shall also be responsible for all damages, claims and liability to the soil, water, vegetation, buildings or personal property located thereon as well as any personal injury or property damage related to such contaminants or hazardous materials.

19. **NO NEW PERMANENT STRUCTURES OR IMPROVEMENTS.** No new permanent structures or improvements of any kind shall be erected or moved upon the Premises by the Lessee without the

express written prior permission of the Lessor. Any such structure or improvement erected or moved upon the Premises without the express written consent of the Lessor may be immediately removed by the Lessor at the expense of the Lessee. Further, any structures, improvements or items of any kind remaining on the Premises at the termination of the Lease will be considered abandoned by the Lessee and may be immediately removed by Lessor at the Lessee's expense.

20. **BINDING AGREEMENT.** This Lease shall be binding upon and inure to the benefit of the partners, heirs, executors, administrators, and successors of the respective parties hereto.

21. **DEFAULT.** If: (1) Lessee shall fail to pay any rent or other sum payable hereunder for a period of 10 days after the same is due; (2) Lessee shall fail to observe, keep or perform any of the other terms, agreements or conditions contained herein or in regulations to be observed or performed by Lessee and such default continues for a period of 30 days after notice by Lessor; (3) This Lease or any interest of Lessee hereunder shall be levied upon by any attachment or execution, then any such event shall constitute an event of default by Lessee. Upon the occurrence of any event of default by Lessee hereunder, Lessor may, at its option and without any further notice or demand, in addition to any other rights and remedies given hereunder or by law, do any of the following:

(a) Lessor shall have the right, so long as such default continues, to give notice of termination to Lessee. On the date specified in such notice (which shall not be less than 3 days after the giving of such notice) this Lease shall terminate.

(b) In the event of any such termination of this Lease, Lessor may then or at any time thereafter, re-enter the Premises and remove there from all persons and property and again repossess and enjoy the Premises, without prejudice to any other remedies that Lessor may have by reason of Lessee's default or of such termination.

(c) The amount of damages which Lessor may recover in event of such termination shall include, without limitation, (1) the amount at the time of award of unpaid rental earned and other sums owed by Lessee to Lessor hereunder, as of the time of termination, together with interest thereon as provided in this Lease, (2) all legal expenses and other related costs incurred by Lessor following Lessee's default including reasonable attorneys' fees incurred in collecting any amount owed hereunder (3) any damages to the property beyond its present condition.

(d) Upon the Lessee's failure to remove its personal property from the Premises after the expiration of the term of this Lease, Lessor may in its sole discretion, without notice to or demand upon Lessee, remove, sell or dispose of any and all personal property located on the Premises. Lessee waives all claims for damages that may be caused by Lessor's removal of property as herein provided.

22. **INSURANCE.** (Revised 2006 per State Controller Requirements)

(a) The Lessee shall obtain and maintain, at all times during the duration of this Lease, insurance in the kinds and amounts detailed below. The Lessee shall require any Contractor working for them on the Premises to obtain like coverage. The following insurance requirements must be in effect during the entire term of the Lease. Lessee shall, at its sole cost and expense, obtain insurance on its inventory, equipment and all other personal property located on the Premises against loss resulting from fire, theft or other casualty.

(b) Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all employees acting within the course and scope of their employment and work on the activities authorized by this Lease in Paragraph 4.

(c) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering Premises operations, fire damage, independent Consultants, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

1. \$1,000,000 each occurrence;
2. \$2,000,000 general aggregate;
3. \$50,000 any one fire.

If any aggregate limit is reduced below, \$1,000,000 because of claims made or paid, the Lessee, or as applicable, its Contractor, shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CDOT a certificate or other document satisfactory to CDOT showing compliance with this provision.

(d) If any operations are anticipated that might in any way result in the creation of a pollution exposure, Lessee shall also provide Pollution Legal Liability Insurance with minimum limits of liability of \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. CDOT shall be named as an Additional Insured to the Pollution Legal Liability policy. The Policy shall be written on a Claims Made form, with an extended reporting period of at least two years following finalization of the Lease.

(e) Umbrella or Excess Liability Insurance with minimum limits of \$1,000,000. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The following form Excess Liability shall include CDOT as an Additional Insured.

(f) CDOT shall be named as Additional Insured on the Commercial General Liability Insurance policy. Coverage required by the Lease will be primary over any insurance or self-insurance program carried by the State of Colorado.

(g) The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to CDOT by certified mail to the address contained in this document.

(h) The insurance policies related to the Lease shall include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against CDOT, its agencies, institutions, organizations, officers, agents, employees and volunteers.

(i) All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to CDOT.

(j) In order for this lease to be executed, the Lessee, or as applicable, their Contractor, shall provide certificates showing insurance coverage required by this Lease to CDOT prior to the execution of this lease. No later than 30 days prior to the expiration date of any such coverage, the Lessee or Contractor shall deliver to the Notice Address of CDOT certificates of insurance evidencing renewals thereof. At any time during the term of this Lease, CDOT may request in writing, and the Lessee or Contractor shall thereupon within 10 days supply to CDOT, evidence satisfactory to CDOT of compliance with the provisions of this section. Insurance coverage must be in effect or this lease is in default.

(k) Notwithstanding subsection (a.) of this section, if the Lessee is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the Lessee shall at all times during the term of this Lease maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by CDOT, the Lessee shall show proof of such insurance satisfactory to CDOT. Public entity Lessees are not required to name CDOT as an Additional Insured.

(l) If the Lessee engages a Contractor to act independently from the Lessee on the Premises, that Contractor shall be required to provide an endorsement naming CDOT as an Additional Insured on their Commercial General Liability, and Umbrella or Excess Liability policies.

23. ADDITIONAL PROVISIONS.

- (a) "Exhibit A" depicts a space for pedestrian traffic between the premises building line and the patio seating area ranging from 3.4' to 3.8.' Lessee agrees that the minimum distance between the premises building line and the patio seating area will be a minimum of 4' to allow for proper pedestrian access.
- (b) ALCOHOL USE. Alcohol use is permitted within the patio seating area labeled on Exhibit "A" so long as it conforms to all local and state liquor laws and also does not come in conflict with paragraph 14 of this lease.
 - a. Alcohol may be transported from lessee's premises of 405 Main Street Unit B across the pedestrian sidewalk, for the sole purpose of transporting alcoholic beverages between lessee's primary business and the patio area. The pedestrian sidewalk is part of Lessor's right of way.
 - i. No sale or consumption of alcohol will occur on the pedestrian sidewalk outside of the patio area.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first above written.

LESSEE:

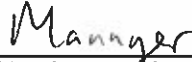


Theodore Adley

(If Corporation)

Marigold Lyons LLC

Attest (Seal)



Title of Person Signing on Behalf of Corporation

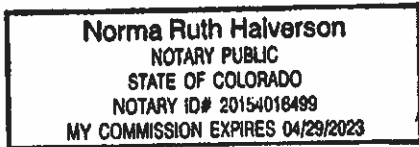
By _____
Secretary

87-1714174
Federal Tax Identification Number


STATE OF COLORADO)
) ss
COUNTY OF BOULDER)

The foregoing instrument was subscribed and sworn to before me this 15 day of March, 2023 by Theodore Adley.

Witness my hand and official seal.
My commission expires April 29, 2023



Address:


Notary Public

ATTEST:


Andrea Griner
Chief Clerk – Property Management

LESSOR:
COLORADO DEPARTMENT OF
TRANSPORTATION


Keith Stefanik, P.E.
Chief Engineer,

February 22, 2023

Colorado Department of Transportation
2829 W. Howard Place
Denver, CO 80204

To Whom It May Concern:

May this letter serve as documentation that the Town of Lyons, its Main Street Board, and the Economic Vitality Commission (EVC) support the lease request from Marigold Lyons for outdoor dining use in the CDOT right of way and support the approval of an agreement between the two parties.

Economic and business vitality in our limited commercial district is one of the Main Street board priorities. We continually strive to strengthen and support existing businesses as well as encourage the retention and success of locally owned businesses such as Marigold, which work to bring visitors to our downtown commercial corridor.

This type of lease program would help to enhance an economic environment where a local business can prosper without creating any burden on the public.

We are in support of the lease application for this business to promote its continued success while enhancing our Main Street. Please do not hesitate to contact me for any questions or concerns. Thank you for your consideration.

Sincerely,



Victoria Simonsen
Town Administrator

DOUBLE GATEWAY
TO THE ROCKIES

TELEPHONE

303.823.6622

FACSIMILE

303.823.8257