



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: July 2, 2018
MEETING DATE: July 16, 2018

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne Robinson
PRESENTER: Sandy Birdyshaw

SUBJECT: Public Hearing for a new Restaurant Liquor License: Jackson Drug LLC d/b/a Jackson Drug

PURPOSE STATEMENT

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses within the Town of Jackson.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance of liquor licenses. After public comment has been heard, the Mayor must CLOSE THE PUBLIC HEARING. Then Council is able to act on the application.

BACKGROUND/ALTERNATIVES

The applicant, Jackson Drug LLC d/b/a Jackson Drug, has applied for a new restaurant liquor license at 15 East Deloney Avenue. This is the same location as the historic Jackson Drug. The building is currently under restoration to revert the building back to near its original state. Building plans include a full kitchen, dining area with booths and tables, a soda fountain & milkshake counter, and a mercantile.

This application has been distributed to the Wyoming Liquor Division, Police Department, Town Attorney, Building and Planning Department, Fire/EMS, and the Town Clerk's office. The applicant has applied for a Town Business License and is working to comply with the Town Building Code, Fire, Health & Safety Codes, and the Land Development Regulations.

The following is an excerpt from Wyoming Statutes (W.S.) 12-4-104 (b) regarding the issuance of a liquor license:

(b) A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
- (iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

The applicant has up to one year to become operational per W.S. 12-4-103 (a)(iv):

(a) A license or permit authorized by this title shall not be held by, issued or transferred to:

(iv) Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one (1) year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one (1) year after license issuance or transfer and remain operational thereafter. Upon a showing of good cause by the licensee and for an additional period of not to exceed one (1) year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational or open for business pursuant to this paragraph.

ATTACHMENTS

Restaurant liquor license application

FISCAL IMPACT

Issuance of this license would result in the collection of \$1125 for prorated application fees this year and \$1500 in fees at next year's renewal.

STAFF IMPACT

Minimal.

LEGAL REVIEW

Complete.

RECOMMENDATION

Staff requests the Council to consider this application while keeping in mind the criteria listed in Wyoming Statutes (and copied above) regarding issuing liquor licenses and concerns raised from staff review.

The Council has several options available to them at this meeting, which may include:

1. Approve the application with conditions:

- 1) Prior to operation, the applicant shall comply with all Town of Jackson Building Codes, Fire, Health & Safety Codes, and the Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.
- 2) Applicant shall provide TIPS training for staff serving alcohol and malt beverages.
- 3) Prior to license issuance, the applicant shall pass a final dispensing-room inspection conducted by the Town Clerk or Wyoming Liquor Division.
- 4) Prior to license issuance, the applicant shall provide a copy of the food service permit.
- 5) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.

2. Deny the application.

3. Postpone action to the next regular meeting.

SUGGESTED MOTION

While staff does not recommend approval or denial of the application, Council motions are generally stated in the affirmative as suggested:

I move to approve the issuance of a restaurant liquor license to Jackson Drug LLC d/b/a Jackson Drug for the remaining license year ending 3/31/2019, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the licenses upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

NEW or TRANSFER LIQUOR LICENSE or PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:			
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Chief:		/	/

To be completed by Town Clerk

License Fees Annual Fee: \$ _____
 # mths 9 Prorated Fee: \$ 1125.00
 Transfer Fee: \$ _____

Local License # _____
 Date filed with clerk: 6/25/18 Complete 6-27-18
 Advertising Dates: (2 Weeks) 7/4 & 7/11

Publishing Fee: \$ 100.00

Hearing Date: 7/16/2018

License Term: 7/16/2018 through 3/31/2019
 Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: Jackson Drug LLC

Trade/Business Name (dba): Jackson Drug

Building to be licensed/Building Address: 15 E. Deloney Ave
 Number & Street

Jackson WY 83001 Teton
 City State Zip County

Mailing Address: PO Box 128 Jackson WY 83001
 Number & Street Name or P.O. Box City State Zip

Business Telephone Number: (307) 413-4321 Fax Number: ()

E-Mail Address: milkshake@jacksondrug.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

PT LOT 1-2, BLK. 2 CLUBHOUSE ZONED TS, Town Square (4B)

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
<input checked="" type="checkbox"/> NEW LICENSE	<input checked="" type="checkbox"/> CITY OF: JACKSON	<input type="checkbox"/> INDIVIDUAL
<input type="checkbox"/> TRANSFER OF LOCATION	<input type="checkbox"/> COUNTY OF: _____	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> TRANSFER OWNERSHIP	<input type="checkbox"/> ASSIGNMENT LETTER ATTACHED	<input type="checkbox"/> LP/LLP
FORMERLY HELD BY: _____		<input checked="" type="checkbox"/> LLC
		<input type="checkbox"/> CORPORATION
		<input type="checkbox"/> LTD PARTNERSHIP
		<input type="checkbox"/> ORGANIZATION
		<input type="checkbox"/> OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE:	<input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE	<input type="checkbox"/> MICROBREWERY
<input type="checkbox"/> ON-PREMISE ONLY (BAR)	<input type="checkbox"/> RESORT LIQUOR LICENSE	<input type="checkbox"/> WINERY
<input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)	<input type="checkbox"/> BAR AND GRILL	<input type="checkbox"/> DISTILLERY SATELLITE
<input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	LIMITED RETAIL (CLUB): <input type="checkbox"/> VETERANS CLUB	<input type="checkbox"/> WINERY SATELLITE
	<input type="checkbox"/> FRATERNAL CLUB	<input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
	<input type="checkbox"/> GOLF CLUB	<input type="checkbox"/> SPECIAL DESIGNATIONS:
	<input type="checkbox"/> SOCIAL CLUB	<input type="checkbox"/> CONVENTION FACILITY
		<input type="checkbox"/> CIVIC CENTER/EVENT CENTER/
		<input type="checkbox"/> PUBLIC AUDITORIUM
		<input type="checkbox"/> GOLF CLUB
		<input type="checkbox"/> GUEST RANCH
		<input type="checkbox"/> RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec) SEASONAL / PART-TIME NON-OPERATIONAL / PARKED

If not full time, specify:
 Months of Operation Days of Week (e.g. Mon through Saturday)
 from Mon to Sun Hours of Operation (e.g. 10am to 2am)
 from 11AM to 10PM

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) OWN the licensed building? YES (own)
 (2) LEASE the licensed building? (Lease must be through the term of the liquor license) YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) Lease expiration date 1/20/2023 located on page 1 paragraph 2 of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page 3 paragraph 15 of lease.
 (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)

YES NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for? YES NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO

(d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)

YES NO

If "YES", explain: _____

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102 (a) (ii) & (iii)

List each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership, or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

List each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address: Number & Street Name City, State & Zip <i>DO NOT LIST PO BOX</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Nicole Gull				less than 1	45	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Jessica Gull				less than 1	45	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Patrick Gull				less than 1	10	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

 YES NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): SEE ATTACHED8'x10' Room IN NE CORNER OF DINING AREA(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) YES NO(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) YES NO

EMAIL Attached

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) YES NO(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO**10. MICROBREWERY LICENSE:**Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL WINERY(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) YES NO(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) YES NO**11. WINERY LICENSE:**Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):(a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):(a) Do you have more than fifty (50) bona fide members? YES NO(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? YES NO1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) YES NO2. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

15. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS** W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO

(e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO

(g) Have you filed a true copy of your bylaws with this application? YES NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) YES NO

REQUIRED ATTACHMENTS:

A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).

Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).

Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii) / W.S. 12-4-403(b) / W.S. 12-4-301(e).

If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers. W.S. 12-4-102(b)

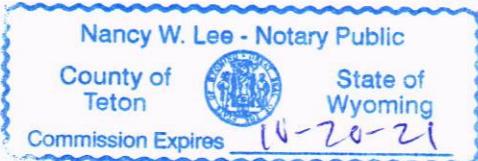
STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 27 day of JUNE, 2018 that the facts alleged in the foregoing instrument are true by the following:

1) <u></u> (Signature)	<u>Nicole Hill</u> (Printed Name)	<u>Owner</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

Nancy W. Lee
Signature of Notary Public
My commission expires: 03-26-21



(SEAL)

BANK OF JACKSON HOLE

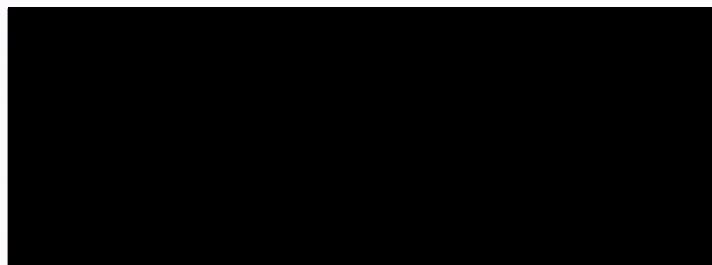
June 25, 2018

Town of Jackson
Sandy Birdyshaw, Town Clerk
P.O. Box 1687
Jackson, WY 83001

RE: Liquor License

To Whom It May Concern:

Below is a summary of business accounts for Jackson Drug LLC – all of the accounts are active and in good standing.



We value their relationship with the bank. If you have any questions, please call.

Sincerely,

A handwritten signature in black ink that reads "Todd Ellingson".

Todd Ellingson
Senior Vice President
NMLS #: 711790
Office: (307) 732-3054
Cell: (307) 690-4273

Sandy Birdyshaw

From: Sara Budge <sara.budge@wyo.gov>
Sent: Wednesday, June 20, 2018 3:29 PM
To: Sandy Birdyshaw
Subject: Jackson Drug

Jackson Drug is currently working with Teton County Environmental Health to obtain a Food License

Thanks

--
Sara Budge, REHS
Teton County Environmental Health
307-732-8490

E-Mail to and from me, in connection with the transaction
of public business, is subject to the Wyoming Public Records
Act and may be disclosed to third parties.

Plates

Buffalo Ravioli - Triple 7 Ranch bison wrapped in Pappardelle pasta and served over house made spicy pork and beef Bolognese topped with asiago cheese \$23

Homemade Meatloaf- Hereford Ranch ground beef, spices and herbs, topped with demi-glace gravy served with mashed potatoes and flat green beans. \$20

Flat Iron Steak & Fries- Flank steak marinated and topped with Blue Cheese Chive butter and horseradish cream served with choice of fries. \$23

Idaho Trout- Choice of blackened or sautéed and topped with lemon butter served with Wild rice and flat green beans. \$24

Steak Fingers- Hereford Ranch New York strip country fried. Served with fries, coleslaw, and country gravy. \$14

Chicken Fingers- House-made battered and fried Puxton Farms all-natural chicken tenders. Served with fries, coleslaw, and house-made Honey Mustard. \$13

Jackson Drug
additional menu choices
6.27.2018



BURGERS

The Classic	\$12	Chili Cheese	\$13
Hereford Ranch Beef topped with American cheese		Hereford Beef, house chili topped with cheddar	
Black & Blue	\$13	Bison	\$16
Hereford Beef topped with applewood smoked bacon & blue cheese		Intermountain Bison Ranch, Idaho. Topped with pepper jack cheese	
The Truck Driver	\$17	Veg Head	\$14
Double cheeseburger topped with candied bacon & two fried eggs		House made veggie black bean & brown rice burger served on a whole wheat roll	

BUILD YOUR OWN BURGER

All burgers served on a Gaston's Bakery sesame seed bun Gluten free bun available +\$2		
Burgers	Single \$11 Double \$12 Triple \$16	Bison \$15 Veggie \$13
Cheese	American Cheddar White Cheddar Blue Cheese	Swiss Pepper Jack +\$1 Brie +\$2
Toppings	Bacon +\$2 Sautéed Mushrooms +\$1.5 Crispy Onions +\$1.5	Avocado +\$2 Sautéed Onions +\$1 Slaw +\$1

The Ralph Burger **\$65**

3lb. Burger topped with 15 slices of melted American cheese, lettuce, tomatoes & red onions, on a custom-made Gaston Sesame seed bun, served with a basket of fries. **Eat it all solo and it's free!** Plus get your picture on the wall & a free Jackson Drug t-shirt!!

FRIES

Basket of Fries	\$8 LG
Choice of regular fries, waffle fries or tater tots	\$6 Sm

Loaded Fries	\$11
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Choice of fries topped with diced bacon, cheddar cheese & scallions	
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Chili Cheese Fries	\$12
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Choice of fries topped with our homemade chili, mixed cheddar cheese & sour cream	
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Blue Cheese Fries	\$12
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Choice of fries topped with blue cheese, bacon & scallions	
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Poutine Fries	\$12
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Choice of fries topped with Reed's Dairy cheese curds & brown gravy	
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PRETZELS

Giant Pretzel	\$8
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Served with white cheddar dipping sauce & whole grain mustard	
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Cheese Pretzel	\$9
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Topped with melted cheddar cheese	
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HOT DOGS

Naked Dog	\$8
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1/4 lb. hot dog made by Sweet Cheeks Meats in Jackson, WY.	
Served plain with choice of fries	
Chili Cheese Dog	\$10
1/4 lb. hot dog topped with house made chili & shredded cheddar, choice of fries	

SALADS

House Salad	\$8
Spring mix, romaine lettuce, diced tomatoes, red onions, shredded jack cheese, house made croutons & bacon bits	

Caesar Salad	\$9 LG
Romaine lettuce, Caesar dressing, croutons & asiago cheese	

Add grilled chicken breast +\$6	
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Cobb Salad	\$7 Sm
Spring mix, diced chicken tenders, diced tomatoes, chopped bacon, diced eggs, cheddar cheese & red onions	



COLD SANDWICHES

Your choice of croissant, Texas toast, sourdough, Whole wheat gluten free bun +\$2

Chicken Salad

All-natural redbird chicken served on your choice of bread or over spring lettuce mix, served with chips

Tuna Salad

Traditional tuna salad served on your choice bread or over spring lettuce & served with chips

Egg Salad

"Just like Beth used to make" served on your choice of bread or over spring lettuce mix & served with chips

BASKETS

Steak Fingers

Hereford Ranch Beef strips breaded & fried with country gravy & your choice of fries

Chicken Tenders

Southern fried red bird farms chicken tenderloins served with honey mustard & your choice of fries

GRILLED CHEESE

The Basic

Cheddar cheese on sourdough served with choice of fries

Build Your Own Grilled Cheese

One type of cheese & fries of your choice included

Breads

Sourdough, Texas toast (gluten free whole wheat +\$2)

Cheese +\$1

American, cheddar, white cheddar, blue cheese, swiss pepper jack, brie +\$2

Add-Ons

Bacon +\$2 Avocado +\$2 Beef Burger +\$6 Tomatoes +\$0.50

SOUPS

Homemade Chili

Cup \$5 Bowl \$7

Soup Of The Day

Cup \$5 Bowl \$7



SUndaes

Banana Split	\$8
Three scoops of vanilla, bananas whip cream, strawberry, chocolate sauce, banana, cherries.	
Brownie Sundae	\$7
Two scoops, homemade brownie, hot fudge topped with toasted walnuts. Gluten-free brownie +\$1	

Cookie Monster Sundae	\$8
Chocolate chip cookie crumbles, vanilla ice cream, chocolate sauce topped with blue sprinkles	

Buzz Sundae	\$12
Cowboy coffee ice cream, chocolate covered espresso beans, topped with chocolate sauce and whipped cream	

BUILD YOUR OWN SUNDAE

Toppings	Hot Fudge \$.50	Crushed Pineapple \$.XX
	Caramel \$.50	Pineapple Sauce \$.75
	Pecans \$.75	Marshmallow Whip \$.75
	Toffee Bar \$.75	Strawberry Sauce \$.75
	M&Ms \$.75	Strawberry Sprinkles \$.75
	Gummy Bears \$.75	Cookie Crumbles \$.75
	Oreos \$.75	
	Reese's Pieces \$.75	

SPECIALITY SHAKES

Oreo Shake	\$8.5
Oreos & Vanilla Ice Cream	
Grass Hopper	\$8.5
Mint Chocolate Chip	

Birthday Cake	\$9
Frosted yellow cake blended with vanilla ice cream & rainbow sprinkles	

Peanut Butter	\$8.5
Vanilla ice cream mixed with peanut butter	

SHAKES

Your Choice of Ice Cream	\$8
Mixed with Reed's Dairy Milk & whipped cream. Malt +\$.50 Vanilla Bean, Chocolate, Huckleberry, Cowboy Coffee, Chocolate Chip, Daily Special Flavors & Vegan Ice Cream	

DRINKS & TREATS

ICE CREAM

Homemade right here at Jackson Drug Using Reeds dairy cream, Idaho falls, Idaho

Ice Cream Flavors:

VANILLA BEAN | CHOCOLATE | HUCKLEBERRY
COWBOY COFFEE | CHOCOLATE CHIP
DAILY SPECIAL FLAVORS & VEGAN ICE CREAM



Cones:

SINGLE SCOOP \$5 DOUBLE SCOOP \$6.5

Served in a cake cone, sugar cone, waffle cone or giant waffle cone +\$1

Cup:

SINGLE SCOOP \$4 DOUBLE SCOOP \$6

TRIPLE SCOOP \$7.5

The Party Sundae \$65

16 scoops of vanilla, chocolate and chocolate chip ice cream, an entire 12 inch buttercream frosting yellow cake diced up, topped with rainbow sprinkles chocolate sauce, whipped cream and cherries. **Eat it all solo and it's free!** Plus get your picture on the wall & a free Jackson Drug t-shirt!!

BEVERAGES

Foundtain Drinks

Cherry Coke	\$3
Vanilla Coke	\$3
Coke, sprite, Diet coke, Root Beer, Ginger Ale	\$2.5

Bottled Drinks

Grand Teton Brewing Cream Soda	\$3
Grand Teton Brewing root beer	\$3
Coca-Cola	\$3
Iron port Soda	\$3

Coffee & Tea

Ice tea - Brewed fresh daily	\$2.5
Hot Tea - Assorted teas	\$3
Coffee - Cowboy Coffee Roast	\$3

BEER

STANDARD BEER

PBR	16 oz Can	\$2
Ranier	16 oz Can	\$2
Budweiser	12 oz Bottle	\$3
Stella Artois	12 oz Bottle	\$4
Amstel Light	12 oz Bottle	\$4
O'Douls N.A.	12 oz Bottle	\$3

LOCAL BEER

Grand Teton Brewing 208 Session Ale	12 oz Bottle	\$5
Grand Teton Brewing Old Faithful Ale	12 oz Bottle	\$5
Melvin Brewing Hubert MPA	12 oz Can	\$5
Melvin Brewing Hey Zeus Mexican Style Lager	12 oz Can	\$5
Rotating Seasonal Tap	20 oz Draught	\$6

WINE

WHITE

Lamarca Prosecco 187 mL, Italy	\$8
Prophecy Rose, France	\$9/\$27
Capitello Rose of Pinot Noir, Willamette Valley, OR	\$13/\$39
Chateau Souverain Chardonnay, Napa Valley, CA	\$9/\$27
Sundae Chardonnay, Napa Valley, CA	\$13/\$39
Cooper Hill Pinot Gris, Willamette Valley, OR	\$10/\$30
Capitello Pinot Gris, Willamette Valley, OR	\$13/\$39
Chateau Souverain Sauvignon Blanc, Napa Valley, CA	\$9/\$27
Schug Sauvignon Blanc, Sonoma Coast, CA	\$13/\$39

RED

Mirassou Pinot Noir, Modesto County, CA	\$9/\$27
Sundae Pinot Noir, Napa Valley, CA	\$14/\$42
Van Ruiten Cabernet Sauvignon, Lodi, CA	\$12/\$36
Viu Manent Colchagua, Secreto, Chile	\$10/\$30

Jackson Drug Restaurant Liquor License Application

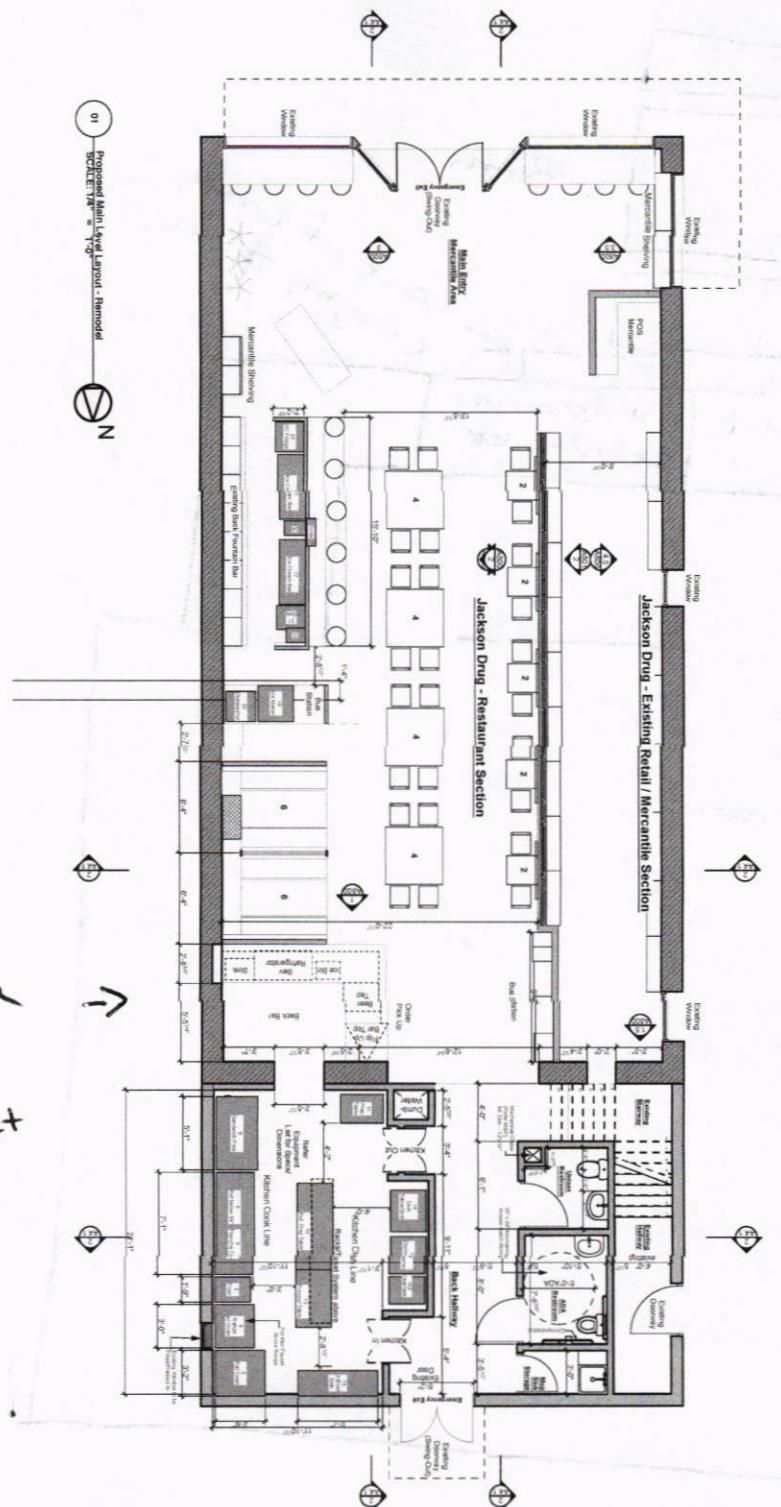
Jackson Drug LLC
15 East Deloney Ave
PO Box 128
Jackson WY 83001
Milkshake@jacksondrug.com

Pour Room Description:

Our dispensing room is located in the northeast corner of the building, between a booth and the kitchen. In our plans it's referred to as our back bar. The back of the booth, which is roughly seven feet high, will screen all of the alcohol that will be poured. The entire space is roughly six feet by 10 feet. Once poured, either a food runner or a bartender will bring alcoholic beverages to tables.

poor
room

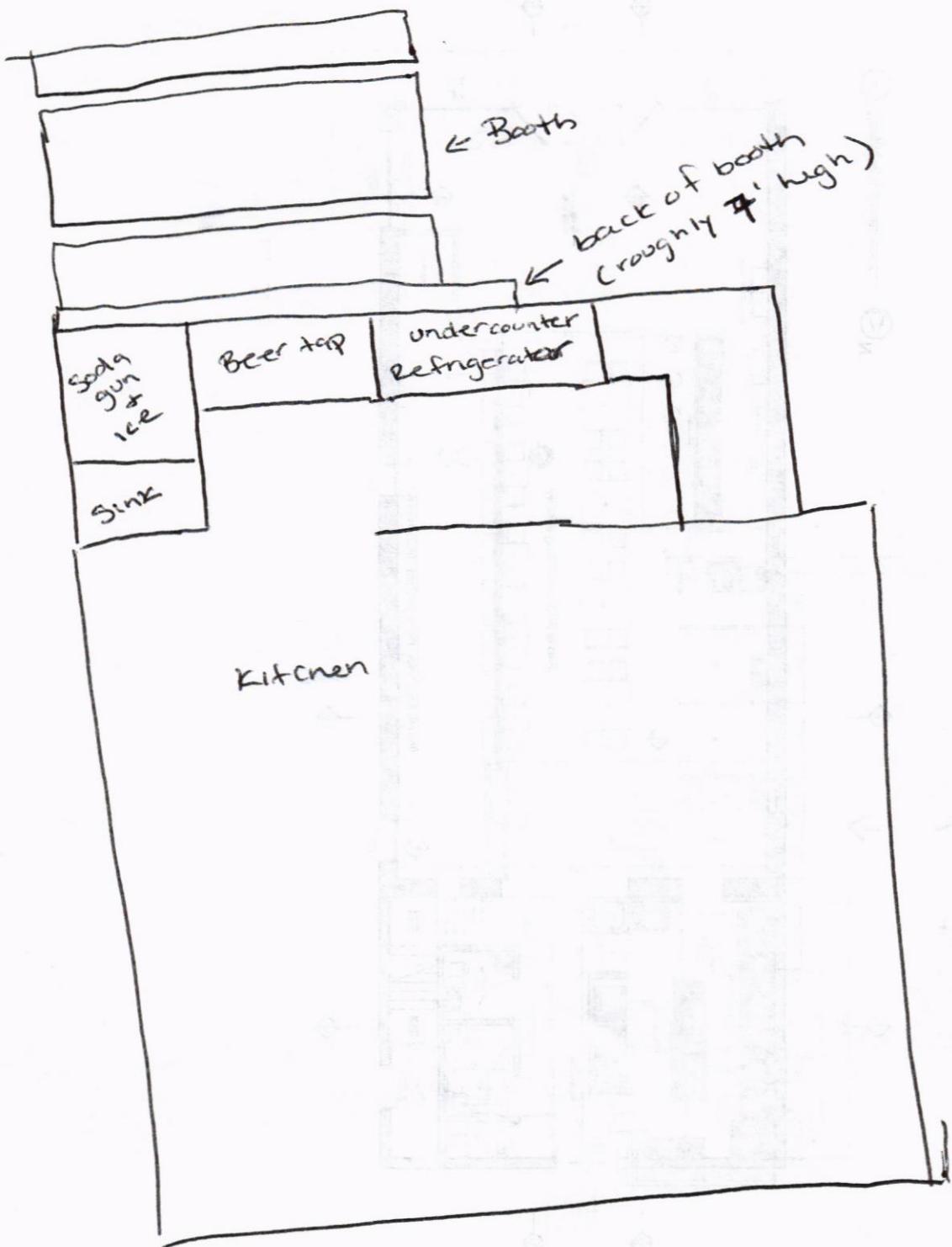
*see back for
room arrangement



Water Requirements (15.15.14)		Quantity (in Water)
1. Water	1. Water	60,000
2. Water Filter	2. Water Filter	40,000
3. Open	3. Open	80,000
4. Filter	4. Filter	70,000
5. Pump	5. Pump	100,000
6. Water pump (separators)	6. Water pump (separators)	140,1
7. Pump	7. Pump	70,000
8. Pump (separators)	8. Pump (separators)	177,1
9. Separators	9. Separators	70,000
10. Filter	10. Filter	61,950
11. Filter (separators)	11. Filter (separators)	70,000
12. Filter (separators)	12. Filter (separators)	70,000
13. Tank	13. Tank	10,000
14. Water separator (separators)	14. Water separator (separators)	10,000
15. Water separator (separators)	15. Water separator (separators)	10,000
16. Filter (separators)	16. Filter (separators)	10,000
17. Other (separators)	17. Other (separators)	10,000
18. Total (separators)	18. Total (separators)	10,000
19. Total (separators)	19. Total (separators)	10,000
20. Filter	20. Filter	10,000
21. Underfloor tank	21. Underfloor tank	20,000
22. Underfloor tank	22. Underfloor tank	10,000
23. Underwater separator	23. Underwater separator	20,000
24. Underwater separator (separators)	24. Underwater separator (separators)	20,000
25. On storage	25. On storage	10,000
26. On storage (separators)	26. On storage (separators)	10,000

Jackson Drug
15 E Deloney
Jackson, WY

Jackson Drug 15 E Deloney Jackson . WY		PRELIMINARY NOT-FOR CONSTRUCTION	info@farmerpaynearchitects.com PO Box 381 - Jackson WY 83001 307.731.2276
A202	Main Level Proposed	FARMER PAYNE ARCHITECTS	
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>		
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1000 square
feet
available

SOFA

LEASE AGREEMENT
(Jackson Drug)

THIS AGREEMENT made this 1 day of June, 2018 by and between Gill Family, LLC, a Wyoming limited liability company (“LESSOR”), as owner of the Leased Premises herein described, and Jackson Drug, LLC., a Wyoming limited liability company (“LESSEE”).

WITNESSETH:

In consideration of the covenants and conditions hereinafter contained, it is agreed between Lessor and Lessee as follows:

1. **LEASED PROPERTY.** Lessor hereby leases to Lessee and Lessee leases from Lessor the premises located at 15 E. Delaney Ave., Jackson, Wyoming consisting of commercial retail, restaurant, and storage space and two-residential apartments on the second floor (the “Leased Property”). Lessee represents that it has inspected the Leased Property and accepts it “as is” and that this Lease is executed with full knowledge of the condition of the same.

2. **INITIAL TERM AND RENEWAL OPTION.** This Lease shall be for an initial term of five (5) years, commencing on July 1, 2018 and ending on June 30, 2023, inclusive, unless sooner terminated as hereinafter provided (the “Initial Term”). Conditioned upon Lessee’s performance of its obligations under this Lease Agreement during the Initial Term, Lessee shall have the option of extending the term of the lease for one (1) additional period of five (5) years (the “Renewal Term”) by (i) giving a written notice of renewal to Lessor no later than six (6) six months before the expiration of the Initial Term. In the event Lessee fails to provide written notice to Lessor of the Lessee’s exercise of its renewal option within the time specified in this Lease Agreement, then it shall be conclusively deemed that Lessee has waived its right to renew the lease and the lease shall terminate upon the expiration of the Initial Term.

3. **RENT, ADJUSTMENTS.** During the first thirteen (13) months of the Initial Term, Lessee shall pay rent to Lessor for the Leased Property as follows:

July 2018:
August 2018:
September 2018:
October 2018:
November 2018:
December 2018:
January 2019:
February 2019:
March 2019:
April 2019:
May 2019:
June 2019:
July 2019:
August 2019:

Thereafter, commencing on September 1, 2019 and for the remainder of the Initial Term, Lessee shall pay rent to Lessor in the annual amount of [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED], in advance, on or before the 1st day of each month during the Initial Term ("Rent"). Upon the second anniversary of the effective date of the Lease, and for each annual anniversary date thereafter, at the Lessor's discretion the Rent may be increased by up to two percent (2%) of the amount charged for Rent for the preceding year ("Annual Rent Adjustment"). In the event Lessee provides timely notice of its election to renew the term of the lease for the Renewal Term, rent may be adjusted to the market rate, provided that in no event will rent be decreased for the Renewal Term below the amount of rent plus adjustments paid during the last year of the Initial Term. In the event the Lessor and Lessee are unable to agree on the amount of increase in the market rate for the Renewal Term, then the rent for the Renewal Term shall be established through an appraisal by a mutually agreeable appraiser, the cost of which will be paid equally by both parties. In the event the parties cannot agree upon the appraiser, the appraiser shall be selected by the Center for Resolution or its successor and, if no such entity continues to exist, by a court of competent jurisdiction in Jackson, Wyoming.

All payments owing under this Lease Agreement shall be made by the Lessee to the Lessor at the address hereinafter set forth in Section 19, or at such other address as the Lessor may from time to time designate in writing.

4. **INTEREST; LATE CHARGES.** All payments owing by Lessee to Lessor under this Lease Agreement shall be deemed late if they are not provided to Lessee within seven (7) business days of the due date. All late payments shall accrue interest at the rate of twelve percent (12%) per annum from the due date, which accrual shall continue until full payment (together with all accrued interest and late charges) is made. In the event Lessee shall be late with three (3) payments owing under the Lease Agreement, then in addition to accruing interest, all succeeding late payments shall accrue a late fee in the amount of TWO HUNDRED DOLLARS (\$200.00) for each such late payment. Interest and late fees shall accrue automatically on all late payments without the requirement of notice from the Lessor.

5. **RESTRICTIONS ON USE OF LEASED PROPERTY.** The Lessee shall use the Leased Property solely for retail sales, a restaurant, and, with respect to the two upstairs apartments, for residential rental business. Conditioned upon Lessee obtaining the required governmental approvals, **Lessee shall be permitted to sell alcohol and alcoholic beverages in the Leased Premises.** No other use of the Leased Premises is permitted without the written permission of the Lessor. The Leased Property shall not be used for any purpose or in any manner that would violate any applicable federal, state or local law or regulation or constitute an improper or offensive use of the Leased Property, or endanger the insurance on the building or increase the premium thereof. Lessee further agrees that it will, at its sole expense, comply with all laws, orders and regulations of federal, state and local authorities. Lessee shall, at its sole expense, obtain all licenses or permits that may be required to conduct its business within the terms of this Lease.

6. **COVENANT OF QUIET ENJOYMENT.** The Lessee, upon the payment of the rent hereinbefore provided and upon the performance of all of the terms of this Lease, shall at all times during the lease term, peaceably hold and enjoy the Leased Property without any

disturbance from the Lessor or from any person claiming through the Lessor, subject only to the rights of Lessor herein set forth.

7. REPAIR AND MAINTENANCE; SNOW REMOVAL. The Lessee shall, during the term of this Lease, at their sole expense, keep the Leased Property in as good order, maintenance and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted. The Lessee shall maintain, in good working order and repair, all plumbing, toilet facilities and other fixtures and equipment installed for the general supply of water, heat, air conditioning and electricity. Any such equipment, fixtures or facilities which are added by the Lessee in addition to those which are provided by the Lessor at the inception of the term, whether or not said additional facilities, fixtures or equipment were consented to by Lessor, shall also be the responsibility of Lessee. Lessee shall have the obligation to remove snow and ice from the Leased Property, at Lessee's expense, and shall be solely liable for any loss, damage or injury from Lessee's failure so to do.

Notwithstanding the foregoing, Lessor and Lessee agree that as of the Effective Date the two upstairs apartments are in the process of remodeling under the direction and control of Lessor and will not be available for the Lessee's use until the remodeling is complete. The remodeling work is being financed by Lessor. When the remodeling work is complete, Lessee shall be entitled to rent or use the North Apartment and the rent generated by that rental. The South Apartment will remain in control of the Lessor. The Lessor will allow the Lessee control when Lessor deems appropriate.

8. ALTERATIONS AND IMPROVEMENTS BY LESSEE; NO LIENS; SIGNS.

No alteration, addition or improvement to the Leased Property shall be made by the Lessee without the prior express written consent of Lessor, which consent will not be unreasonably withheld. Lessor shall have the right to require, as a condition of its consent, that Lessee submit to Lessor the plans and specifications for any proposed alteration, addition or improvement and provide adequate and reasonable security for the payment of all costs of any alterations, additions or improvements. Any alteration, addition or improvement made by the Lessee,

shall, at Lessor's option, become the property of Lessor upon the expiration or sooner termination of this Lease; provided, however, that the Lessor, shall have the right to require the Lessee to remove such fixtures at the cost of Lessee. In the event Lessor shall allow any such fixtures to be removed by Lessee, Lessor may assess to Lessee the cost of placing the Leased Property in the same condition it was in prior to the alteration, addition or improvement. No holes shall be made in the exterior walls and no alteration, addition or improvement shall at any time be made which would impair the structural soundness or diminish the value of the building of which the Leased Property is a part, except such as the Lessor shall approve in advance in writing. Lessee shall not suffer any lien to be placed against the Leased Property due to any such alteration, addition or improvement and to this end Lessor may require Lessee to deposit cash or a bond to cover the payment of any such lien.

Lessee shall not place or permit to be placed any sign, advertisement, notice or other display on any part of the inside or outside of the premises, except such sign, advertisement, notice or other display which complies with the applicable zoning regulations and which is approved in advance in writing by the Lessor. Lessor hereby consents to all signs on the Leased Premises existing on the effective date of this Lease Agreement.

On the last day of the term hereof or on any sooner termination, Lessee shall surrender the Leased Property to Lessor in the same condition as received, ordinary wear and tear excepted, clean and free of debris.

Notwithstanding the above, Lessor agrees that the following items in the Leased Premises are the personal property of the Lessee and may be removed by Lessee at the termination of the Lease Agreement: None.

9. UTILITIES. All costs of utilities, including, but not limited to, electricity, heating, lighting, water, sewage and garbage collection services, shall be the obligation of Lessee and Lessee shall pay for such services promptly. Lessor shall have no liability to Lessee for the stoppage or unavailability of any such service for any reason beyond its control, including that of accident or emergency.

10. TAXES. Lessor shall pay all real property taxes assessed against the Leased Property, except as follows: In addition to the rent provided herein and any adjustments thereto, the Lessor may also, on an annual basis, charge Lessee an amount equal to increases in property taxes allocated to the leased property over and above the 20____ real property taxes, plus increases in insurance premiums and any special assessments attributable to the leased property after the effective date of this agreement which have been paid or are payable by the Lessor. Any such increases in taxes, insurance premiums and special assessments shall be payable in one single installment within thirty (30) days of notification of the amount due.

11. TERMINATION UPON DEFAULT. The prompt payment of rent as hereinabove set forth, and the faithful performance of all of the covenants and conditions of this Lease are the conditions on which this Lease is made and accepted. Upon default by the Lessee of any of its obligations under the Lease Agreement, Lessor shall have the right to terminate this Lease Agreement and all other legal rights and remedies permitted by and available under this Lease Agreement and/or the laws of the State of Wyoming for the collection of any rent due or payable hereunder, or for the taking of possession of said premises upon default. As a condition precedent to termination of this Lease for default by Lessee, Lessor shall give written notice of default to the last known address of Lessee and Lessee shall be entitled to cure the default within twenty (20) days of such notice.

In the event Lessor is required to employ an attorney or collection agency for the collection of any rental or other obligation due hereunder, or for enforcement of any other provision of this Lease, the Lessee agrees to pay all costs thereof, including a reasonable attorney's fee.

All remedies that Lessor may have in the case of default by Lessee shall be cumulative and not alternative.

If Lessee shall abandon or vacate the Leased Premises, be dispossessed for cause by Lessor, or if proceedings are commenced by or against Lessee after the effective date of this Lease Agreement in any court under a bankruptcy act or for the appointment of a trustee or receiver of Lessee's property before the termination of this Lease, the Leased Property or any

part thereof may be re-let by Lessor for such rent and upon such terms as Lessor may see fit, and if the full rent hereinbefore specified shall not thus be realized, Lessee agrees to pay all deficiency, including any expense incurred by such re-letting.

The failure of the Lessor to enforce any default on the part of Lessee shall not be construed as a waiver of said default or any subsequent default, nor shall any custom or practice that may develop between the parties in the course of administering this Lease be construed to waive or lessen the right of Lessor to insist upon the provisions hereof.

12. LESSOR'S RIGHT TO PERFORM LESSEE'S OBLIGATIONS. If Lessee shall be in default in performance of any covenant or condition of this Lease required to be performed by the Lessee, the Lessor may, after ten (10) days' written notice to the Lessee, or without notice, if, in the Lessor's opinion, an emergency exists, perform such covenant or condition for the account and at the expense of Lessee. Lessee shall be obligated to reimburse Lessor for all costs incurred by Lessor in performing such covenant or condition, including reasonable attorney's fees. In the event the Lessee becomes obligated to reimburse or otherwise pay the Lessor any sum of money under this Lease, the amount thereof shall be deemed additional rent and, at the option of the Lessor, may be added to any subsequent installment of the rent due and payable under this Lease. If Lessee fails to pay such additional rent, the Lessor shall have all rights and remedies provided by this Lease Agreement, including without limitation, the right to interest, applicable late fees, and termination after the giving of notice in accordance with Section 4 herein above.

13. LESSOR'S RIGHT TO SELL, ASSIGN OR OTHERWISE DEAL WITH THE LEASED PROPERTY. Lessor reserves the right to sell, assign or transfer this Lease and the building and property of which the Leased Property is a part at any time. In the event of such sale, assignment or transfer, this Lease shall remain in full force and effect and be binding upon any transferee, subject to the performance by the Lessee of all of the terms and conditions required to be performed by Lessee. Notwithstanding the foregoing, Lessee understands and agrees that this Lease Agreement shall be subject and subordinate to any mortgage, associated

liens, and any extensions, renewals, modifications thereof in favor of any lender extending financing to Lessor or its affiliates and Lessee shall execute such reasonable subordination documentation as may be required by any such lender.

14. LESSOR'S RIGHT OF ACCESS. Lessor and its representatives may enter the Leased Property at any reasonable time for the purpose of inspecting said property and performing any work which Lessor is either obligated or may wish to undertake, or which is made necessary by reason of the default of the Lessee under the terms of this Lease, or for the purpose of exhibiting the Leased Property for sale, lease or mortgage financing. Lessor shall have the right at any time to make such additions, repairs or alterations as it may deem necessary for the safety, improvement or preservation of the Leased Property.

15. LIABILITY AND CASUALTY INSURANCE. Lessor shall insure the Leased Property against loss or damage by fire and other casualties with an extended coverage endorsement in the full insurable value of the Leased Premises.

Lessee shall insure the inventory, equipment and fixtures and Lessee's personal property located within the Leased Property against loss or damage by fire or other casualties in the amount of its full insurable value.

The Lessee shall keep the Leased Property insured, at its sole cost and expense, against claims for personal or bodily injury or property damage under a policy of general public liability insurance, with liability limits of at least \$2,000,000.00 for personal or bodily injury and \$100,000.00 for property damage.

Lessee shall cause Lessor and any lender holding a mortgage on the Leased Property to be named as additional insured's on all insurance policies required under this Section. Lessor shall cause Lessee to be named as additional insured's on all insurance policies required under this Section.

Lessee shall, prior to the commencement of the term of this Lease and at the time of renewal of insurance during the term hereof, deliver to Lessor, certificates of insurance, certifying that the insurance prescribed by this Section is in full force and effect.

In addition to the rent provided herein and any adjustments thereto, the Lessor may also, on an annual basis, charge Lessee an amount equal to increases in insurance premiums and any special assessments attributable to the leased property after the effective date of this agreement which have been paid or are payable by the Lessor. Any such increases in insurance premiums shall be payable in one single installment within thirty (30) days of notification of the amount due.

16. FIRE OR OTHER CASUALTY. In the case of damage by fire or other casualty to the Leased Premises caused other than due to the negligence or wrongful act of Lessee and Lessee's agents and employees, if the damage is so extensive as to amount practically to the total destruction of the Leased Property, this Lease shall cease and the rent shall be apportioned to the time of the damage. In case the Leased Property is damaged by fire or other casualty to a lesser extent, the Lessor shall repair the damage with reasonable dispatch, and if the damage has rendered the Leased Property untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond Lessor's control.

17. RIGHTS TO ASSIGN AND SUBLEASE. The Lessee shall not assign, mortgage or encumber this Lease, nor sublet or permit the Leased Property or any part thereof to be used by others without the prior written consent of the Lessor in each instance, which Lessor may withhold in its sole discretion.

Lessor may require as a condition of such assignment or sublease that the proposed assignee or sublessee be of such financial standing and responsibility at the time of such assignment or sublease as to give reasonable assurance of the payment of all rents and other amounts required by this Lease and compliance with all of the terms, covenants, provisions and conditions of this Lease. In any event, and notwithstanding the assignment or sublease, whether approved or not, Lessee shall remain primarily liable for the payment of the rent hereinbefore reserved and for the performance of all of the other terms of this Lease required to be kept and

performed by the Lessee, and Lessor shall be entitled to look to the Lessee for payment of the specified rent and performance of the other terms of this Lease, notwithstanding any assignment or sublease. In the event this Lease is assigned or a sublease is entered into, or if any part of the Leased Property is occupied by anyone other than the Lessee, the Lessor may, after default by the Lessee, collect rent from the assignee, sublessee or occupant and apply the net amount collected to the rent herein provided. No such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant or an acceptance of the assignee, sublessee or occupant. The consent by the Lessor to an assignment or sublease shall not be construed to relieve the Lessee from obtaining the consent, in writing, of the Lessor to any further assignment or subletting. As a condition to the approval of any assignment or sublease, the assignee or sublessee shall be required to agree in writing to the terms and conditions of this Lease.

Notwithstanding the foregoing, Lessee shall be entitled to rent the upstairs apartment units subject to the following:

- (i) Any lease for more than one month (1) shall require the consent of Lessor;
- (ii) No lease shall extend beyond the Initial Term, or if applicable, the Renewal Term;
- (iii) What else?

18. EXONERATION OF LESSOR AND INDEMNITY BY LESSEE. The Lessor shall not be liable to Lessee for injury or damage to person or property occurring within the Leased Property, unless caused by or resulting from the sole gross negligence or intentional misconduct of Lessor or any of Lessor's agents, servants or employees in the operation or maintenance of the Leased Property. Lessor shall not, in any event, be liable under any express or implied covenant of this Lease, for any damages to Lessee beyond the loss of rent accruing after any act or breach of covenant for which damages may be sought or recovered against Lessor. If Lessee shall be ousted from possession of the Leased Property by reason of any defect in title of the Lessor, Lessee shall not be required to pay any rent under this Lease while he is so lawfully deprived of the possession of the premises and the Lessor shall not incur any liability by such ouster beyond the amount of rent provided in this Lease while the Lessee is so deprived of possession. The Lessee shall indemnify and hold harmless the Lessor against any and all liability

or loss arising out of injury to any person, including Lessee's agents and employees, or damage to any property whether belonging to Lessee, Lessee's agents or employees or any other person arising out of the occupation of said property by Lessee or any negligent act or omission of Lessee, its agents and employees.

19. NOTICES. Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last known address of the party to whom the notice is being given, as designated by such party, in writing. The address presently designated by the Lessor is: 2505 Shootin' Iron Ranch Road, Jackson, Wyoming 83001 Jackson, Wyoming 83001. The address presently designated by the Lessee is: 15 E. Delaney Ave. Jackson, Wyoming 83001.

20. MISCELLANEOUS. This Lease shall be governed by, construed and enforced in accordance with the laws of the state of Wyoming.

A waiver by the Lessor of any breach of any of the provisions of this Lease required to be performed by the Lessee shall not bar the rights of the Lessor to enforce the terms of this Lease as to any subsequent breach by the Lessee.

Time is of the essence in this agreement.

In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

This Lease constitutes the full agreement of the parties and may be modified only by written agreement signed by the party against whom enforcement of any waiver, modification or discharge is sought.

If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

The parties agree to execute and deliver any instruments, in writing, necessary to carry out any agreement, term, condition or assurance in this Lease whenever occasion shall arise and request for such instruments shall be made.

The Section headings in no way define, limit, extend or interpret the scope of the agreement or of any particular Section.

This agreement may be executed in several counterparts and as executed, shall constitute one agreement, binding on all parties hereto.

The covenants, terms, conditions and provisions of this Lease shall extend to and be binding upon the parties and their respective heirs, personal representatives and permitted assigns.

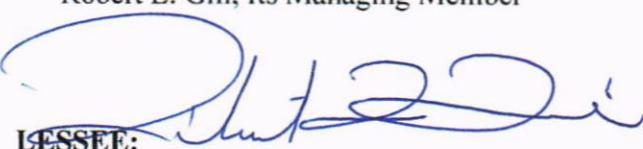
EXECUTED the day and year first above written.

LESSOR:

Gill Family, LLC, a Wyoming limited liability company

By:

Robert L. Gill, Its Managing Member



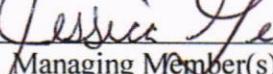
LESSEE:

Jackson Drug, LLC, a Wyoming limited liability company

By:



Its:



Managing Member(s)

N Cache St

E Deloney Ave.

Town Square

Layers Info

Copy to Clipboard Different map view

1 Parcel(s) [Zoom to parcel\(s\)](#)

- Parcel: 22-41-16-27-3-16-006 [Clerk's Land Records](#)
- Account Num: R0004094 [Property Detail](#)
- Tax ID: OJ-000198 [Property Taxes](#)
- Map Number: 00108 [Scanned Map](#)
- Lot: 2
- Owner: GILL FAMILY, LLC
- MailAddr: 2505 SHOOTIN' IRON RANCH ROAD
- MailAddr: JACKSON, WY 83001
- StAddr: 15 E DELONEY AVENUE
- Deed: 778 WDNS 492
- Location: PT LOT 1-2, BLK. 2, CLUBHOUSE
- TaxClass: Commercial
- Acreage: 0.08

N: 43.48050°, W: 110.76217°
NAD83 UTM Zone 12 X: 519233, Y: 4814203

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

2020 Carey Avenue, Cheyenne, WY 82002-0020

Phone 307-777-7311 · Fax 307-777-5339

Website: <http://soswy.state.wy.us> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **Jackson Drug, LLC**

Filing ID **2017-000766992**

Type **Limited Liability Company**

Status

Active

General Information

Old Name

Sub Status

Fictitious Name

Standing - Tax

Sub Type

Standing - RA

Formed in **Wyoming**

Standing - Other

Term of Duration **Perpetual**

Filing Date

4/25
Current
Good
Good
Good
08/30/2017 9:06 AM

Delayed Effective Date

Inactive Date

Principal Address

70 N Center St
Jackson, WY 83001

Mailing Address

PO Box 128
Jackson, WY 83001

Registered Agent Address

Jessica Gill
70 N Center St
PO Box 128
Jackson, WY 83001

Parties

Type **Name / Organization / Address**

Organizer **Jessica Gill 70 N Center St, Jackson, Teton County, WY 83001**

Notes

Date **Recorded By** **Note**

Annual Report History

Num _____ Status _____ Date _____ Year _____ Tax _____

Amendment History

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Jackson Drug

Liquor License Application
Provide for each person who
signed the application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: JESSICA

First Name

Anne

Full Middle Name

Gill

Last Name

Date of Birth

Social Security Number

Driver License: State / Number

Male or Female

Circle one

6/25/2013

Date Signed

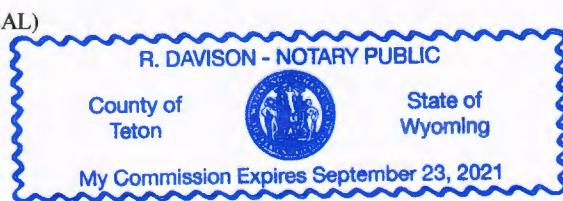
Jessie Gui
Applicant Signature

State of WYOMING)

County of ETON)

Subscribed and sworn to before me this 25th day of June, 2013.

(SEAL)



R. Davison
Notary Public or officer authorized to administer oaths

**PUBLIC NOTICE: NOTICE OF APPLICATION FOR A RESTAURANT
LIQUOR LICENSE**

Notice is hereby given that the applicant whose name is set forth below filed application for a Restaurant Liquor License in the Office of the Town Clerk of the Town of Jackson, Teton County, Wyoming. The date of filing, name of the said applicant, and description of the place or premises which the applicant desires to use are as follows:

Date Filed: June 25, 2018

Applicant: Jackson Drug, LLC

Doing Business As: Jackson Drug

Location: 15 E. Deloney Avenue

Protest, if any there be, against the transfer of the above license will be heard at the hour of **6:00 pm** or as soon thereafter as the matter can be heard, on the **16th day of July 2018** before the Town Council of the Town of Jackson, Teton County, Wyoming, in the Council Chambers of the Town Hall at 150 East Pearl.

Dated this June 25, 2018

S. Birdyshaw, Town Clerk

Publish: 7/4, 7/11/2018