Agenda Item # $\frac{/\chi}{}$ Date $\frac{8/10/22}{}$	
RECEIVED	
JUN 3 0 2022	
NEBRASKA LIQUOR CONTROL COMMISSION	

### APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION

301 CENTENNIAL MALL SOUTH

PO BOX 95046

LINCOLN, NE 68509-5046 PHONE: (402) 471-2571 FAX: (402) 471-2814

EMAIL: lcc.frontdesk@nebraska.gov

WEBSITE: www.lcc.nebraska.gov

125074

License Number:

License

Class:

Office Use Only

NEW (REPLACING) 647054

Hot List Yes / No

Initial:

### PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME	Saga Properties Fremont, LLC	
TRADE (DBA) NAME_	Dual Stop Fremont	
PREVIOUS TRADE (DI	BA) NAME Fuel Express	
CONTACT NAME AND	PHONE NUMBER Maulin Patel; 712-490-1210	
CONTACT EMAIL AD		
Cumhx	Purch agree	Form 100 pg 8
<b>↔</b>		Form 100 P8 8 Faranjit & Savar Form 125

Office use only	
PAYMENT TYPI	EU/30/22 PayPort
AMOUNT 54	CO - RCPT
RECEIVED: 🖳	30/22
DATE DEPOSIT	ED



**FORM 100** REV 1/10/2022 PAGE 1



### **DIRECTIONS**

Each item must be included with your application

- 1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
- 2. Enclose the appropriate application forms

Individual License (Form 104)

Partnership License (Form 105)

Corporate License (Form 101 & Form 103)

Limited Liability Company (LLC) (Form 102 & Form 103)

Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State

- 3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska
  - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
  - c. See Applicant Guidelines for further assistance
- 4. Form 147 Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
- 5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
- 6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
- 7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
- 8. Submit a copy of your business plan.

# CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES CHECK DESIRED CLASS

CLASS	C LIC	CENSE(S)  Application Fee \$400 (nonrefund CENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31 R CLASSES TERM IS MAY 1 – APRIL 30			
	Α	BEER, ON SALE ONLY			
	В	BEER, OFF SALE ONLY**			
	C	BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE ou intend to sale cocktails to go as allowed under Neb Rev. States	E** tute 53-123.0	)4(4) YES	NO
<u>X</u>	D	BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**	<b>k</b>		
	F	BOTTLE CLUB,			
	I Do you	BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY ou intend to sale cocktails to go as allowed under Neb Rev. Star	tute 53-123.0	)4(5) YES	NO
	J	LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST IN	ICLUDE SU	PPLEMENTAL	FORM 120
<u> </u>	AB	BEER, ON AND OFF SALE			
******	AD	BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIR	ITS OFF SA	LE	
	JB	BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OF	F SALE ON	LY	
	Class K	K Catering endorsement (Submit Form 106) - Catering license	e (K) expires	same as underly	ring retail license
	Class C	G Growler endorsement (Submit Form 165) - Class C licenses	s only		
**Class	s B, Clas 53-178	ass C, Class D license do you intend to allow drive through ser [8.01(2) YESNO_X	rvices under	Neb Rev. Statute	;
		AL FEES WILL BE ASSESSED AT THE CITY/VILLAGE ISSUED	OR COUN	TY LEVEL WI	HEN THE
CHEC	K TYI	YPE OF LICENSE FOR WHICH YOU ARE APPLYI	NG		
		idual License (requires insert FORM 104)			
		ership License (requires insert FORM 105)			
	-	orate License (requires FORM 101 & FORM 103)			
_X	Limite	ed Liability Company (LLC) (requires FORM 102 & FORM 1	03)		
NAM	E OF A	ATTORNEY OR FIRM ASSISTING WITH APPLIC	ATION (if	applicable)	
Name_	Jona	athon H. Latka Phone	Number	402-978-5329	
Firm N	[ame]	Fraser Stryker, PC LLO			
Email	address_	s_jlatka@fraserstryker.com			
Should	we con	ntact you with any questions on the application? YES X	N	Ο	

l Stop Fremont					<del></del>
d.					
Co	unty Dodge	<u>(</u>	Zip Code	68025	+6241
-1210		_			
l93@gmail.com					
rporate limits	YES	_x)	NO	****	
want to receive	mail fro <del>m th</del>	Commission	i)		
.C					
S1	ate NE		Zip Code	68127	+1919
RTHin feetNo_X	If yes, lengt				
ELICENSED BEL ORTH 28'	OW OR ATTAC	CH SEPARATE	SHEET	FOR	N 100
	Stop Fremont  d.  Col- 1210  93@gmail.com  porate limits  want to receive  C  St  OF THE ARE  OR ATTACH A I  ITECH OR CON  ET (NOT SQUAR  ATH  in feet  No X  No X  LICENSED BEL  DRTH  28'	County Dodge  1210  93@gmail.com  Porate limits YES  Want to receive mail from the  C  State NE  OR ATTACH A DRAWING OF  ITECH OR CONSTRUCTION DE  IT (NOT SQUARE FOOTAGE)  RTH  in feet  No X If yes, lengt  No X If yes, lengt  LICENSED BELOW OR ATTACORTH  28'	County Dodge  County Dodge  Possessed Below Or ATTACH SEPARATE  Clicensed Below Or ATTACH SEPARATE  CRITH  Case County Dodge  A County	County Dodge	Stop Fremont   d.

#### APPLICANT INFORMATION

X

YES

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement

c) Submit a list of the furniture, fixtures and equipment X

#### READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has <u>anyone</u> who is a party to this application, or their spouse, <u>EVER</u> been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

NO If yes, please explain below or attach a separate page

	•			
Name of Applicant	Date of Conviction	Where Convicted	Description of Charge	Disposition
	(mm/yyyy)	( city & state)		
Maulin Patel	11/2016	Omaha, NE	Speeding	Guilty - paid fine
Maulin Patel	06/2017	Omaha, NE	Speeding	Guilty - paid fine
Maulin Patel	03/2018	Omaha, NE	no registration	Guilty - paid fine
Maulin Patel	06/2018	Omaha, NE	Speeding	Guilty - paid fine
Maulin Patel	11/2019	Omaha, NE	unlawful occupation	Guilty - paid fine
Maulin Patel	02/2021	Omaha, NE	DWI	Guilty - paid fine
See also Niraj Crimina 2. Was this premise licensed as	al History on Form liquor licensed bus	n 103. iness within the las	st two (2) years?	
X YES	NO			
If yes, provide busin	ess name and licens	e numbe Fuel	Express; 097056	
3. Are you buying the business	of a current retail lic	uor license?		
X YES	NO		E1 E 0070F6	
If yes, give name of b	usiness and liquor l	icense number	Fuel Express; 097056	
4. Are you filing a temporary of	perating permit (TO	P) to operate durin	g the application process?	
X YES	NO			

X

b) Include a list of alcohol being purchased, list the name brand, container size and how many X

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?
YES X NO
If yes, list the lender(s)
6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?
YES X NO
If yes, explain. (all involved persons must be disclosed on application)
No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)
7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?
YES X NO
If yes, list such item(s) and the owner
8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?
YES X NO
If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS
9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15)
YESNO
10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.  a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.  Maulin Patel; First National Bank of Omaha
11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.
Shakti Fuels, LLC d/b/a Dual Stop Food & Fuel, Nerbaska License #110675
NK Corporation d/b/a Food & Fuels R Us, Nebraska License #119766  Saga Properties, LLC d/b/a Dual Stop Sorenson, Nebrasksa License pending
Saga Properties, LLC d/b/a Dual Stop Carter Lake, Nebraka License pending

- 12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:
  - Individual: Applicant and spouse; spouse is exempt if they filed Form 116 Affidavit of Non-Participation.
  - Partnership: All partners and spouses, spouses are exempt if they filed Form 116 Affidavit of Non-Participation.
  - Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 Affidavit of Non-Participation.
  - Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (num/yyyy)	Name of program (attach copy of course completion certificate)
Niraj Patel	6/2019	RBST State Alcohol Training
Niraj Patel	5/2022	RBST State Alcohol Training

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Maulin Patel - owner, president	present	Dual Stop (La Vista), Kirk's Korner (York, NE); Shakit Fuel

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

	Lease expiration date
	Deed
X	Purchase Agreement
14.	When do you intend to open for business?approx July 5, 2022
15.	What will be the main nature of business? gas station and convenience store

- 16. What are the anticipated hours of operation? M-Thurs, 6 a.m. 11 p.m.; Frí-Sat 6 a.m. -12 a.m.; Sun 7 a.m. 10 p.m.
- 17. List the principal residence(s) for the past 10 years for ALL persons required to sign, including spouses.

		RESIDENCE	S FOR T	HE PAST 10 YEARS		
	APPLICANT CITY & STATE	YEA FROM	AR TO	SPOUSE CITY & STATE	FROM	YEAR TO
N	faulin Patel: Omaha, NE	2012	present	Mexa Patel, Anand, Gujarat, India	2011	present
n t	n - 1			Jignasu Patel:		
IN:	raj Patel: Omaha, NE	2016	present	Omaha, NE	2016	present
	Sioux City, IA	2003	2016	Sioux City, IA	2003	2016

If necessary, attach a separate sheet

# PERSONAL OATH AND CONSENT OF INVESTIGATION SIGNATURE PAGE – PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol, a

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate applicants agree one partner shall superintend the management and ordinances and to cooperate fully with any authorized the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28. CFR, 16.34.

$\mathcal{M}_{\alpha}$	Mora Parts
Signature of APPLICANT (Do not sign until in the presence of the Notary Public)	Signature of SPOUSE  (Do not sign until in the presence of the Notary Public)
Maulin Patel	Mexa Patel
Printed Name of APPLICANT	Printed Name of SPOUSE
tate of Nebraska, County of Douglas	State of Nebraska, County of Douglas
he foregoing instrument was acknowledged before me this	The foregoing instrument was acknowledged before me t
Jure 29, 2022	Jun 29 2022
Maulin Patel  Same of personal signing document in front of Notary	By Mexa Patel  Name of person(s) signing document in from of Norary
Solveni Pablic Signature	Shistoni Joseph Notary Public Signature
GENERAL NOTARY - State of Nebraska SHIVANI PATEL My Comm. Exp. August 14, 2023	GENERAL NOTARY - State of Nebrasika SHIVANI PATEL My Comm. Exp. August 14, 2023

# SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

NEBRASKA LIQUOR CONTROL COMMISSION 301 CENTENNIAL MALL SOUTH PO BOX 95046 LINCOLN, NE 68509-5046 PHONE: (402) 471-2571 FAX: (402) 471-2814 Website: www.lcc.nebraskn.gov

#### RECEIVED

Office Use

JUN 30 2022

NEBRASKA LIQUOR CONTROL COMMISSION

X I acknowledge that I am the spouse of a liquor linot have any interest, directly or indirectly in the operation. Act. I will not tend bar, make sales, serve patrons, stock	on of the business (§53-125(13)) of the Liquor Control k shelves, write checks, sign invoices, represent myself
as the owner or in any way participate in the day to depending guideline for violation of this affidavit is cancella	
	interior in the inquest statement
	participating spouse of the individual signing below. I
understand that my spouse and I are responsible for co	
determined that my spouse has violated (§53-125(13)) the	e commission may cancel or revoke the liquor license.
Men Pos	H
Signature of NON-PARTICIPATING SPOUSE	Signature of APPLICANT
Mexa Patel	Maulin Patel
Print Name	Print Name
State of Nebraska, County of	State of Nebraska, County of <b>Dougles</b>
The foregoing instrument was acknowledged before me	The foregoing instrument was acknowledged before me
this <b>Jun.</b> 28, 2022. (date)	this June 28, 2022 (date)
by Mexa Patel	by Maulin Patel
Name of person acknowledged	Name of person acknowledged
(Individual signing document)	(Individual signing document)
N.	_
Shivani labu	Spiran Pott
Notary Public Signature	Notary Public Signature
GENERAL NOTARY - State of Nebraska A SHINFANI PATEL My Comm. Exp. August 14, 2023	GENERAL NOTARY - State of Nebraska Afri SHIWANI PATEL My Comm. Exp. August 14, 2023
•	· · · · · · · · · · · · · · · · · · ·

In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

# PERSONAL OATH AND CONSENT OF INVESTIGATION SIGNATURE PAGE PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

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Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public (YOU MAY NEED TO PRINT MULITPLE SIGNATURE PAGES)

Signature of APPLICANT (Do not sign until in the presence of the Norary Public)	Signature of SPOUSE  (D) not sign used in the presence of the Notary Public)
Tarany + Singh Printed Name of APPLICANT  IL 20 State of Nebraska, County of COOX	Printed Name of SPOUSE
The foregoing instrument was acknowledged before me this	State of Nebraska, County of The foregoing instrument was acknowledged before me this
By Taramit Sings Name of the contribution in secur of Notative	(Date)  By
Notary Public Signature	Notacy Public Signature
ZACHARY J. JONES Official Sea! Notary Public - State of Illinois My Cemmission Expires Dec 9, 2022	

# PERSONAL OATH AND CONSENT OF INVESTIGATION SIGNATURE PAGE -PLEASE READ CAREFULLY

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Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public (YOU MAY NEED TO PRINT MULITPLE SIGNATURE PAGES)

Sale	
Signature of APPLICANT	Signature of SPOUSE
(Do not sign until in the presence of the Notary Public)	(Do not sign until in the presence of the Notary Public)
Savan Patel Printed Name of APPLICANT	Printed Name of SPOUSE
State of Nebraska, County of Say	State of Nebraska, County of
The foregoing instrument was acknowledged before me this  7 1 207 >	The foregoing instrument was acknowledged before me this
By Savan Patcl  Name of person(s) signing document in front of Notary	(Date)
Name of person(s) signing document in front of Notary  U. zalvel Fossell	Nume of person(s) signing document in front of Notary
Notary Public Signature	Notary Public Signature
GENERAL NOTARY - State of Nebraska A ELIZABETH ROSSELL My Comm. Exp. February 26, 2024	Affix Scal

#### APPLICATION FOR LIQUOR LICENSE LIMITED LIABILITY COMPANY (LLC) INSERT - FORM 3b

NEBRASKA LIQUOR CONTROL, COMMISSION 301 CENTENNIAL MALL SOUTH PO BOX 95046 LINCOLN, NE 68509-5046 PHONE: (402) 471-2571 FAX: (402) 471-2814 Website: <u>www.lcc.nebraska.gov</u> <del>RECEIVED</del>

JUN 30 2022

NEBRASKA LIQUOR CONTROL COMMISSION

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.

Office Use

3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must sho	ow electronic stamp or barcode receipt by Secretary of States office
Name of Registered Agent: Maulin Patel	
	d license as listed on the Articles of Organizations
Saga Properties Fremont, LLC	
LLC Address: 10708 M Street	
•	State: NE Zip Code: 68127 +1919
LLC Phone Number: 712-490-1210	LLC Fax Number
Name of Managing/Contact Member :  Name and information of conjugt member must b	se listed on following page.
Last Name: Patel .	First Name: Maulin MI:
Home Address: 10708 M Street	City: Omaha
State: NE Zip Code: 68127	+ 1919 Home Phone Number: <u>712-490-1210</u>
	I De la companya di l
Signature of	Managing/Contact Member
ACE State of Nebraska	KNOWLEDGEMENT
County of Douglas	_ The foregoing instrument was acknowledged before me this
	by <u>Naulin latel</u> name of person acknowledge
Shavani Pasu	Affix Seal GENERAL NOTARY - State of Nebraska SHIVAN I PATEL  My Comm. Exp. August 14, 2023

## List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Patel	First Name: Maulin	MI:	
Social Security Number:	Date of Birth:		
Spouse Full Name (indicate N/A if single): Mexa P	atel		
Spouse Social Security Number:	Date of Birth:		w
Percentage of member ownership 33/34%		*5°°°	
C: 1		····	<u></u>
Last Name: Singh	First Name: Taranjit	MI:	
Social Security Number:	Date of Birth:		
Spouse Full Name (indicate N/A if single): N/A			
Spouse Social Security Number:	Date of Birth:		
Percentage of member ownership 33.33%			
			***
Last Name: Patel	First Name: Savan	MI:	
Social Security Number:	Date of Birth:		
Spouse Full Name (indicate N/A if single): N/A			
Spouse Social Security Number:	Date of Birth:		
Percentage of member ownership 33.33%			
1			
Last Name:	First Name:	MI:	
Social Security Number:			
Spouse Full Name (indicate N/A if single):			
Spouse Social Security Number:			
Percentage of member ownership			

	□YES	XNO		
If yes, 1) 2) 3)		onal chart of the cont ion MUST be register	trolling corporation named above cred with the Nebraska Secretary of State, copy of a	 rticles must
Indica	ate the company's tax	year with the IRS (Ex	cample January through December)	
Startin	ng Date: January		Ending Date: December	
Is this	s a Non Profit Corpora	tion?		
	□YES	NO		
If yes.	, provide the Federal I	D#.		

Is the applying Limited Liability Company controlled by another corporation/company?

### Nebraska Secretary of State

#### SAGA PROPERTIES FREMONT, LLC

Fri Jul 1 09:19:07 2022

SOS Account Number 2204086056 Status Active

Principal Office Address
No address on file
Registered Agent and Office Address
MAULIN PATEL
10708 M STREET
OMAHA, NE 68127
Designated Office Address
10708 M STREET
OMAHA, NE 68127

Nature of Business

Not Available
Entity Type
Domestic LLC
Qualifying State: NE
Date Filed
Apr 05 2022

**Next Report Due Date** 

Jan 01 2023

#### **Filed Documents**

Filed documents for SAGA PROPERTIES FREMONT, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

and the second s	Compared to the control of the contr	The Control of the Co	
Document	Date Filed	Price	
Certificate of Organization	Apr 05 2022	\$0.45 = 1 page(s) @ \$0.45 per	Purchase Now
-	Transit silver	page	
(1,	A CONTRACTOR OF THE PROPERTY O	The state of the s	and the second s

#### **Good Standing Documents**

 If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

# Online Certificate of Good Standing with Electronic Validation \$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

Purchase Now

NE Sec of State - Robert B. Evnen
Filing Document #: 2204086056 Pages: 1
Company Name: SAGA PROPERTIES FREMONT, LLC
Filing Date and Time: 04/05/2022 03:46 PM

# CERTIFICATE OF ORGANIZATION OF SAGA PROPERTIES FREMONT, LLC

The undersigned, desiring to form a limited liability company (the "Company") under the Nebraska Uniform Limited Liability Company Act, NEB. REV. STAT. § 21-101 et seq, (the "Act"), do hereby state as follows:

- 1. Name. The name of the Company shall be SAGA Properties Fremont, LLC.
- 2. <u>Designated Office</u>. The designated office of the Company is 10708 M Street, Omaha, Nebraska 68127.
  - 3. Purpose. The Company may conduct any and all business as allowed by law.
- 4. Registered Agent and Office. The name and address of the registered agent of the Company is Maulin Patel, 10708 M Street, Omaha, Nebraska 68127.

EXECUTED by the Organizer on the 4th day of April, 2022.

3y: 🕖 📉

Jonathon H. Latka, Organizer

# MANAGER APPLICATION INSERT - FORM 3c

NEBRASKA LIQUOR CONTROL COMMISSION 301 CENTENNIAL MALL SOUTH PO BOX 95046 LINCOLN, NE 68509-5046 PHONE: (402) 471-2571

FAX: (402) 471-2814

Website: www.lcc.nebraska.gov

Office Use

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NEBRASKA LIQUOR CONTROL COMMISSION

# FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

#### **MANAGER MUST:**

- Complete all sections of the application. Be sure it is signed by a <u>member or corporate officer</u>, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US
  passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who will not participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who will participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert not required

BARCODE

# MANAGER APPLICATION INSERT - FORM 3c

NEBRASKA LIQUOR CONTROL COMMISSION 301 CENTENNIAL MALL SOUTH PO BOX 95046 LINCOLN, NE 68509-5046 PHONE: (402) 471-2571 FAX: (402) 471-2814 Website: www.lcc.nebraska.gov Office Use RECEIVED

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NEBRASKA LIQUOR CONTROL COMMISSION

#### MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. <u>Include copy of voter registration card or print out document from Secretary of</u>
  State website
- Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
- ✓ 21 years of age or older

ereinise and of a date of the				
Liquor License Number:		Class Type	(if new applie	cation leave blank)
	A: Dual Stop Fremont  1305 Morningside Read			
<del></del>	County:	Dodge	Zip Code:	68025 62
Premise Phone Number:_	712-490-1210			
Premise Email address:	maulinpatel93@gmail.com			

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

#### Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Niraj	Last First Name: Pa	tel	MI:R	
Home Address: 10708 M Street				
City: Omaha	County: Douglas	Zip Code:_	68128 +1910	l
Home Phone Number: 712-490-8054				
Driver's License Number & State:				
Social Security Number:				
Date Of Birth:	Place Of Birth: Ahm	edabad, India		
Email address: 6912harrison@gmail.com				
Are you married? If yes, complete spouse's	information (Even if a spous	sal affidavit has bee	en submitted)	
Spouse's information				
Spouses Last Name: Patel	First Name:	Jignasu	MI:	
Social Security Number:				
Driver's License Number & State:	Nebraska			
Date Of Birth:	Place Of Birth:	Ahmedabad, India	· <u>·</u>	

# APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2016	Present	Omaha, NE	2016	Present
Sioux City, IA	2003	2016	Sioux City, IA	2003	2016
			· · · · · · · · · · · · · · · · · · ·		

#### **MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	present	Lucky Charm Hospitality	Maulin Patel	712-490-1210
2010	2015	Shakti Petroleum	Mihir Patel	

1.	READ	CAREFULLY.	ANSWER	COMPI	LETELY	AND	ACCURA	<b>NTELY</b>
----	------	------------	--------	-------	--------	-----	--------	--------------

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

$\mathbf{X}$	YES	NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Niraj Patel	2/19/2002	Sioux City, NE	DUI	Plea of no contest, fines paid, file since purged
Niraj Patel	8/17/2010	Council Bluffs, IA	Fail to display Resigati	ation fines paid
Niraj Patel	12/6/2006	Harrison Co., IA	Speeding	Fines Paid
Niraj Patel	9/20/2007	Harrison Co., IA	Speeding	Fines Paid
Niraj Patel	2/14/2006	Woodbury Co., I	A Speeding	Fines Paid
Niraj Patel	11/21/2001	Woodbury Co.,	IA Simple Assault	Fines Paid

2.	Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?
	XYES NO
3.	IF YES, list the name of the premise(s): Fun Unlimited, LLC d/b/a Drinking Well, License Pending NK Corporation, d/b/a Food & Fuels R Us, Nebraska License #119766  Shakti Fuels, LLC d/b/a Dual Stop Food & Fuel, Nebraska License #110675  Dual Stop Sorenson; Nebraska license pending Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?
	XIYES LINO

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Viraj R. Patel	06/2019	RBST State Alcohol Training
Niraj R. Patel	05/2022	RBST State Alcohol Training
ror	list of NLCC Certifie	n training Programs see training
ience:		d Training Programs see training
rience: Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
	Date of	

#### PERSONAL DATH AND CONSENT OF INVESTIGATION 3

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Pougles

The foregoing instrument was acknowledged before me this

Niraj Patel

NAME OF PERSON BEING ACKNOWLEDGED

Affix Seal

GENERAL NOTARY - State of Nebraska SHIVANI PATEL

My Comm. Exp. August 14, 2023

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

# SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

NEBRASKA LIQUOR CONTROL COMMISSION 301 CENTENNIAL MALL SOUTH PO BOX 95046 LINCOLN, NE 68509-5046 PHONE: (402) 471-2571 FAX: (402) 471-2814 Website: www.lcc.nebraskn.gov

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NEBRASKA LIQUOR CONTROL COMMISSION

not have any interest, directly or indirectly in the operation	
Act. I will not tend bar, make sales, serve patrons, stock	
as the owner or in any way participate in the day to da penalty guideline for violation of this affidavit is cancellati	
penary guidenne for violation of this attribuvit is currently	on of the figure freehat.
X I acknowledge that I am the applicant of the non-p	participating spouse of the individual signing below. I
understand that my spouse and I are responsible for cor	
determined that my spouse has violated (§53-125(13)) the	commission may cancel or revoke the liquor license.
4	_
e e	
TNPJS	Mali
Signature of NON-PARTICIPATING SPOUSE	Signature of APPLICANT
Jignasu Patel	Niraj Patel
Print Name	Print Name
	1 d
State of Nebraska, County of	State of Nebraska, County.of. DouglaS
The foregoing instrument was acknowledged before me	The foregoing instrument was acknowledged before me
this	this <b>June 28, 2022</b> (date)
$\sigma_{R}$	
by Jignasu Patel	by Niraj Patel
Name of person acknowledged (Individual signing document)	Name of person acknowledged (Individual signing document)
0.1. A11	Day
Notary Public Signature	Notary Public Signature
Notary Fublic Signature	Notary I dollo Digitatura
A GENERAL NOTARY - State of Nebraska	A CENTRAL MOTION Chale of Mahamata
A FISH MANI PATEL My Comm. Exp. August 14, 2023	GENERAL NOTARY - State of Nebreska ATTI SPRVANI PATEL

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will

In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

NEBRASKA LIQUOR CONTROL COMMISSION 301 CENTENNIAL MALL SOUTH PO BOX 95046 LINCOLN, NE 68509-5046

PHONE: (402) 471-2571 FAX: (402) 471-2814

Website: www.lec.nebraska.gov

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NEBRASKA LIQUOR CONTROL COMMISSION

# THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED: DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
   It is recommended to make payment through the NSP PayPort online system at <a href="https://www.ne.gov/go/nsp">www.ne.gov/go/nsp</a>
   Or a check made payable to NSP can be mailed directly to the following address:

\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\*

The Nebraska State Patrol – CID Division 4600 Innovation Drive Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP CID
   Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
   Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****
Trade Name Dual Stop Fremont
Name of Person Being Fingerprinted: Niraj Patel
Date fingerprints were taken: October 2021
Location where fingerprints were taken: Omgha How was payment made to NSP?
My fingerprints are already on file with the
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES
- Parles
SIGNATURE REQUIRED OF PERSON BEING FINGER PRINTED

NEBRASKA FIQUOR CONTROL COMMISSION 301 CENTENNIAL MALL SOUTH PO BOX 95046 LINCOLN, NE 68509-5046 PHONE: (402) 471-2571 FAX: (402) 471-2814 Websig www.lognebroski.gov

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NEBRASKA LIQUOR CONTROL COMMISSION

THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED: DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made <u>DIRECTLY</u> to the Nebraska State Patrol:

  It is recommended to make payment through the NSP PayPort online system at <u>www.ne.gov/go/nsp</u>

  Or a check made payable to NSP can be mailed directly to the following address:
  - \*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a <u>Liquor License</u>\*\*\*

The Nebraska State Patrol – CID Division 4600 Innovation Drive Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP CID Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants: Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****  Trade Name Daylor France Commission****
Trade Name Dual Stop Fremont
Name of Person Being Fingerprinted: Maulin Patel
Date of Birth: Last 4 CCN.
Date fingerprints were taken:
Location where fingerprints were taken:
How was payment made to NSP?
□NSP PAYPORT □CASH □CHECK SENT TO NSP CK #
My fingers placed by the Children K SENT TO NSP CK #
My fingerprints are already on file with the commission—fingerprints completed for a previous application less than 2 years ago? YES [X]
SIGNATURE REQUIRED OF PERSON BEING FINGER PRINCED

NEBRASKA LIQUOR CONTROL COMMISSION 301 CENTENNIAL MALL SOUTH PO BOX 95046 LINCOLN, NE 68509-5046

PHONE: (402) 471-2571 FAX: (402) 471-2814

Website: www.lcc.nebraska.gov

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#### NEBRASKA LIQUOR CONTROL COMMISSION

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# THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED: DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

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  - \*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a <u>Liquor License</u>\*\*\*

The Nebraska State Patrol – CID Division 4600 Innovation Drive Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP CID Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants; Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****
Trade Name Dual Stop Fremont
Name of Person Being Fingerprinted: Taranjit Singh
Date of Birth: Last 4 SSN:
Date fingerprints were taken: May 2022
Location where fingerprints were taken:
How was payment made to NSP?
□NSP PAYPORT □CASH □CHECK SENT TO NSP CK #
My fingerprints are already on file with the commission - fingerprints completed for a previous
application less than 2 years ago? YES
Tot Sinh
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

NEBRASKA LIQUOR CONTROL COMMISSION 301 CENTENNIAL MALL SOUTH PO BOX 95046

LINCOLN, NE 68509-5046 PHONE: (402) 471-2571 FAX: (402) 471-2814

Website: www.lcc.nebraska.gov

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NEBRASKARDONOR

CONTROL COMMISSION Do not stamp any of the following pages

# THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED: DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
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  Or a check made payable to NSP can be mailed directly to the following address:

\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a <u>Liquor License</u>\*\*\*

The Nebraska State Patrol – CID Division 4600 Innovation Drive Lincoln, NE 68521

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Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****
Trade Name Duy Stop Fremant
Name of Person Being Fingerprinted: Saum Patel
Date of Birth: Last 4 SSN:
Date fingerprints were taken: 6/28/22
Location where fingerprints were taken: 0 maha
How was payment made to NSP?
☐ CASH ☐ CHECK SENT TO NSP CK #
My fingerprints are already on file with the commission – fingerprints completed for a previous
application less than 2 years ago? YES □
SHA
WENT TIDE DECLIDED OF DERSON REINGERPRINTED



Back to Lookup / Registrant Detail

## Niraj Rasiklal Patel

Political Party Precinct
Republican 05-01

to the la

05/10/2022 2022 Primary Election

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

#### **Polling Location**

#### **Mockingbird Hills Community Center**

♥ 10242 Mockingbird Drive Omaha, NE 68127

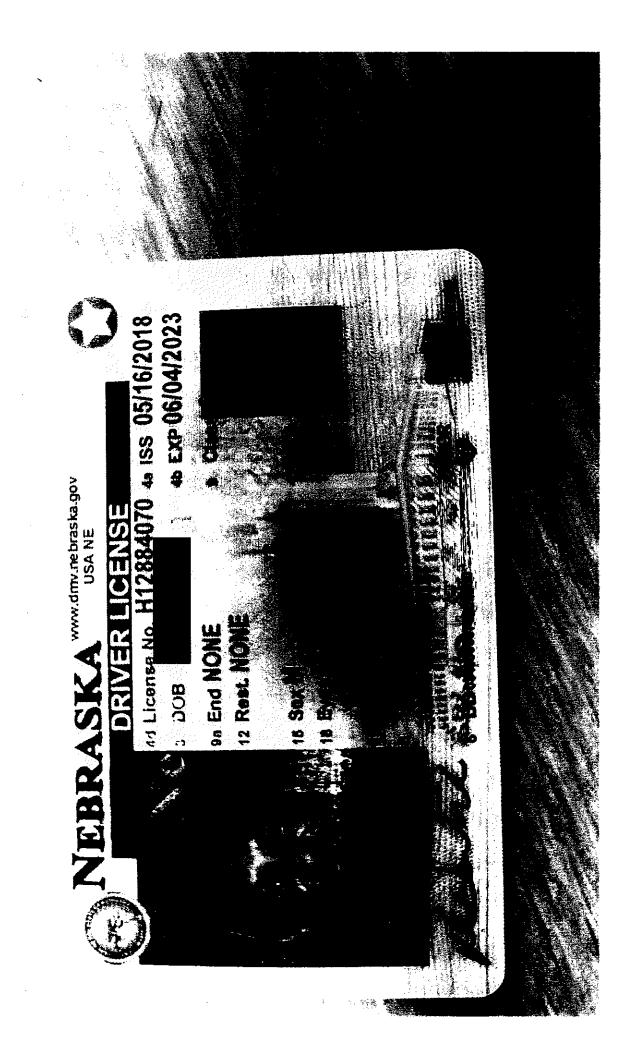


**Ballot Styles** 

126

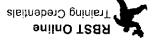
Districts Show >

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# Certificate of Achievement - for those who serve or sell alcohol in Nebraska NIRAJ R PATEL holds a State Alcohol certificate Permit # RB-0151682 Permit Expires: 05-19-2025 Amount Paid: \$ Responsible Beverage Service Training



				Sioux city IA 51108
9202-61-90	2202 <b>-61-</b> 90	RB-0151682	STATE ALCOHOL	lete9 Я [sniM ts df84 8064
Expires	Earned	<b>M</b> umber	Credential	General

#### SAGA PROPERTIES FREMONT, LLC BUSINESS PLAN

Saga Properties Fremont, LLC intends to operate a gas station and convenience store on the licensed premises and offer alcoholic beverages for off-sale.

1305 Morningside Road Fremont NE 68025 Addendum to Purchase Agreement dated April 6, 2022

#### ADDENDUM TO PURCHASE AGREEMENT

The undersigned seller and buyer wish to amend the purchase agreement dated April 6, 2022 for 1305 Morningside Road, Fremont NE 68025 as stated below:

The buyer for this property is Saga Properties Fremont LLC.

The seller of this property will be Fuel Express, LLC.

All other terms and conditions remain the same as previously agreed.

Dated this 23rd day of June, 2022

Atlan G. Assmann

Seller ′

Fuel Express, LLC by Allan Assmann, its managing member

Buyer

Saga Properties Fremont LLC by Maulin Patel, its managing member

#### **Inventory Summary**

#### Current inventory by item report

Scan Code	Item Name	Department	Vendor	Count
8218422601	6 PK Jack Daniels Punch	ALCOHOLIC BEVERAGES		7
8800404542	99 Chocolate	ALCOHOLIC BEVERAGES		84
8800404545	99 FRUIT PUNCH	ALCOHOLIC BEVERAGES		176
8800404544	99 Guava	ALCOHOLIC BEVERAGES		141
8800403967	99 LEMON LIME	ALCOHOLIC BEVERAGES		137
8800404543	99 MYSTERY FLAVERS	ALCOHOLIC BEVERAGES		81
8800402645	99 PARTY PACK 50M	ALCOHOLIC BEVERAGES	•	2
8066001070	99 PINEAPPLE	ALCOHOLIC BEVERAGES		111
8800404052	99 proof 10 pk	ALCOHOLIC BEVERAGES		24
8048001570	Bacardi 200	ALCOHOLIC BEVERAGES		32
8048002621	Bacardi Gold	ALCOHOLIC BEVERAGES		68
8676721006	BAILEYS IRIS	ALCOHOLIC BEVERAGES		6
8048000152	BCARDI OAK H	ALCOHOLIC BEVERAGES		2
85113300670	beatbox cranberry dreams	ALCOHOLIC BEVERAGES		12
8807617778	BUCHANANS MASTER SCOTCH 750ml	ALCOHOLIC BEVERAGES		3
8800404354	BURST GRAPE 50ML	ALCOHOLIC BEVERAGES		14
84837500721	CALLAWAY CAB CELLAR 750ML	ALCOHOLIC BEVERAGES		3
85001061913	CANTEEN BLCK CHRY VDKA SODA	ALCOHOLIC BEVERAGES		2
81084503004	Carolans Irish Cream	ALCOHOLIC BEVERAGES		120
81582901082	Cayman jack 19oz	ALCOHOLIC BEVERAGES		22
81582901085	Cayman Jack Margarita 192 oz Single	ALCOHOLIC BEVERAGES		14
8800404541	CHRY LIMEADE LIQ	ALCOHOLIC BEVERAGES		21
8200000536	CIROC MANGO	ALCOHOLIC BEVERAGES		6
72081593013	CORALEJO TEQUILA	ALCOHOLIC BEVERAGES		1
8200079621	CROWN PEACH 4 PK	ALCOHOLIC BEVERAGES		42
8200079623	CRWON APPLE 4 PK	ALCOHOLIC BEVERAGES		37
81153801085	CURVO SILVER 750ML	ALCOHOLIC BEVERAGES		24
81675102047	CWS SPICY BLOODY MARY	ALCOHOLIC BEVERAGES		6
81675102123	CWS TEQUILA MARGARITA	ALCOHOLIC BEVERAGES		30
81675102060	CWS VODKA MULE	ALCOHOLIC BEVERAGES		12
8520000168	DELMAR GRAPEFRUIT	ALCOHOLIC BEVERAGES		2
8520002134	Delmar wine	ALCOHOLIC BEVERAGES		2
8520002136	Delmar wine	ALCOHOLIC BEVERAGES		4
8520000166	delmar wine watermelon	ALCOHOLIC BEVERAGES		10
67454500032	DON JULIO 1942 TEQ	ALCOHOLIC BEVERAGES		1
67454500000	DON JULIO TE 750ml	ALCOHOLIC BEVERAGES		4
85001080605	DRIPPING SPRING ORANGE	ALCOHOLIC BEVERAGES		4
85001080606	DRIPPING SPRING VODKA	ALCOHOLIC BEVERAGES		29
8048000292	DUSSE 750	ALCOHOLIC BEVERAGES		1
8800402617	FIREBALL PET 175	ALCOHOLIC BEVERAGES		45
8800414473	Fireball200ml	ALCOHOLIC BEVERAGES		54
8218403872	GENTLEMEN JACK 750	ALCOHOLIC BEVERAGES		5

8807617145	GLENKINCHIE 12 YR 750 ml	ALCOHOLIC BEVERAGES	9
8043211492	GLENLIVET14 YR	ALCOHOLIC BEVERAGES	3
8811015055	HENNESSY COG	ALCOHOLIC BEVERAGES	54
8600326712	! Hifg west Manhattan	ALCOHOLIC BEVERAGES	1
8218409042	2 JACK DANIELS 1.75	ALCOHOLIC BEVERAGES	9
8218422604	Jack Daniels 6pk Wildberry	ALCOHOLIC BEVERAGES	2
8218422602	2 Jack Daniels LEMONADE	ALCOHOLIC BEVERAGES	10
8218420203	Jack Daniels w/Glass 750	ALCOHOLIC BEVERAGES	6
8043211645	JAMESON 750 GIFT PACK	ALCOHOLIC BEVERAGES	1
8043211362	2 JAMESON 750 GIFTSET	ALCOHOLIC BEVERAGES	-5
8068602391	Jim Beam 750 Gift Pack	ALCOHOLIC BEVERAGES	1
8068600143	JIM BEAM BOU	ALCOHOLIC BEVERAGES	37
8218422605	JOCC BLACK JK C	ALCOHOLIC BEVERAGES	4
81153801022	JOSE 1800 REPOSADO 375	ALCOHOLIC BEVERAGES	12
81153801023	JOSE 1800 REPOSADO 750	ALCOHOLIC BEVERAGES	9
81153801092	JOSE CUERVO GOLD 200	ALCOHOLIC BEVERAGES	31
81153801095	jose silver	ALCOHOLIC BEVERAGES	162
8158401310	KJ CHARDONNAY	ALCOHOLIC BEVERAGES	97
8068601640	KNOB CREEK B	ALCOHOLIC BEVERAGES	27
8068601672	Knob Creek Gift Set	ALCOHOLIC BEVERAGES	8
67386999088	LIT WINE MOCA	ALCOHOLIC BEVERAGES	12
8524613943	MAKERS MARK	ALCOHOLIC BEVERAGES	4
3938300718	MICHTERS SMALL BATCH BOURBON 750	ALCOHOLIC BEVERAGES	2
	MOSCOW MULE SINGLE CAN	ALCOHOLIC BEVERAGES	27
1820026107	NATTY DADDY LEMONADE 160Z	ALCOHOLIC BEVERAGES	1
	Natural Light Black Cherry Lemonade	ALCOHOLIC BEVERAGES	1
	Natural Light Lemonade	ALCOHOLIC BEVERAGES	6
1820026262	Natural Light Strawberry Lemonade	ALCOHOLIC BEVERAGES	6
8500002316	New Amsterdam Mango 200ml	ALCOHOLIC BEVERAGES	2
8500002040	New Amstrdm Peach 200ml	ALCOHOLIC BEVERAGES	6
8500002229	New Amstrdm Pnpl 200ml	ALCOHOLIC BEVERAGES	4
8500001947	New Amstrdm Regular 200ml	ALCOHOLIC BEVERAGES	· 7
	Nutr vodka seltzer pineapple 6/4pk cn 12oz		6
	Nutri vodka seltzer watermelon 6/4pk cn 12o		6
	OBAN SCO SMALT 14YR	ALCOHOLIC BEVERAGES	1
72173300094	Patron Tequila Silver	ALCOHOLIC BEVERAGES	15
2129662037	PAUL PASSION MANGO	ALCOHOLIC BEVERAGES	4
8112800006	Pepe Lopez Gold	ALCOHOLIC BEVERAGES	115
8800401278	platinum 50m	ALCOHOLIC BEVERAGES	162
8800402385	ROOT BEER LIQ	ALCOHOLIC BEVERAGES	14
8676752006	RUMPLE MINZE	ALCOHOLIC BEVERAGES	7
8800403867	SHEEP DOG 750ML	ALCOHOLIC BEVERAGES	. 2
8200075961	SMIRNOFF KISSED CARAMEL 750ML	ALCOHOLIC BEVERAGES	10
82000006787	SMIRNOFF PINK LEMON.50ML	ALCOHOLIC BEVERAGES	120
8200078925	SMIRNOFF RED VODKA 750ML	ALCOHOLIC BEVERAGES	6
8200079625	smirnoff smash	ALCOHOLIC BEVERAGES	79
8200075071	SMIRNOFF VOD PEACH	ALCOHOLIC BEVERAGES	10

Total		2,589.00
85001061902 Vodka Soda Single	ALCOHOLIC BEVERAGES	10
85001061901 Vodka Soda Single	ALCOHOLIC BEVERAGES	23
85001061914 Vodka Soda Lime	ALCOHOLIC BEVERAGES	3
9661919210 vodka cocktailswatermelon	ALCOHOLIC BEVERAGES	5
9661919212 vodka cocktailsstrw	ALCOHOLIC BEVERAGES	7
61776828135 SVEDKA VODKA SODA STRAWBEERY LE	EALCOHOLIC BEVERAGES	3
61776827135 SVEDKA VODKA SODA MANGO PINEAPP	LALCOHOLIC BEVERAGES	3
61776826135 SVEDKA VODKA SODA BLACK CHERRY I	ALCOHOLIC BEVERAGES	4
8520091874 Sutter Home White Zin	ALCOHOLIC BEVERAGES	2
8520000027 STR HM SVGN BLANC	ALCOHOLIC BEVERAGES	3
8520000042 STR HM PINOT NOIR	ALCOHOLIC BEVERAGES	4
8200000396 SMIRNOFF VOD RASPBERRY 750	ALCOHOLIC BEVERAGES	8



# OMAHA AREA BOARD OF REALTORS® COMMERCIAL PURCHASE AGREEMENT (This is a legally binding contract. If not understood, seek legal advice.)



eXp Realty	. LLC	Broker	04-06-2022
The undersigned	Buyer, (whether one or more) agrees to pu	urchase the Property described as follows:	date
1. Address: <u>13</u>	305 Morningside Road, Frem	ont NE	Zip Code 68025
2. Legal Descrip including all fixtur	ntion(Property): THE ISLAND SU res and equipment permanently attached to	B LOT 1 ( PT TL 76) & PT N the Property.	W1/4 25 17 8
	perty: The only personal property included roperation of the business.	is as follows: all equipment attach	ed to the property and
nominee by warra	anty deed or <u>NO Other</u>	free and clear of all liens, encun	rees to convey title to Property to Buyer or his inbrances or special taxes levied or assessed, and subject undary of the Property, and covenants now of
5. Assessments any public author	: Seller agrees to pay any assessments for ity, but not yet assessed. Seller is not awar	public improvements previously constructed e of any public improvements ordered or rec	t, or ordered or required to be constructed by quired to be constructed but not yet constructed.
6. Purchase Pric	e: Buyer agrees to pay One Million S	Six Hundred Thousand and 00	0/00 dollars
(\$ <u>1.600.000</u>	<u>)                                    </u>	DOLLARS on the following terms: \$10.00	00
(Deposit) deposit	ed herewith as evidenced by the receipt atta	ached below. In the event this offer is not ac	cepted by the Seller within the time specified,
the Deposit shall	be refunded. In the event of refusal or failur	re of the Buyer to consummate the purchase	e, the Seller may, at his option, retain the Deposit
as liquidated dam	nages for failure to carry out the agreement	of sale. Balance to be paid in immediately a	vailable funds at closing of the sale.
within the time sta	anditions: This agreement is conditioned up ated, this offer shall be null and void, and ar and applicable conditions.	oon the happening of each of the following ender on the happening of each of the following ender on the following enderson the happening of th	vents. If each of the same have not occurred
8. Taxes:	Douglas/Sarpy County Taxes: All consol shall be treated as though all are current tinterest, and other charges, if any, will be	taxes, and those taxes shall be prorated as o	quent in the year in which closing takes place of date of closing, and all prior years' taxes,
	Other Countles Taxes: All consolidated re tax rate) shall be prorated as of date of c	eal estate taxes for the year in which closing closing, and Seller shall, also, pay all prior ye	takes place (based on current assessment and pars' taxes, interest, and other charges.
9. Rents, Deposition of closing. Co	t And Leases, If Rented: Any tenant depos opies of all current leases shall be provided	sits and leases shall be assigned to Buyer at to the Buyer at the time of closing.	t no cost. All collected rents shall be prorated to
10. Sanitary and a receipt of the n	Improvement District (S.I.D.): Buyer und nost recently filed S.I.D. Statement.	erstands that this property is located with	hin S.I.D.# <u>N/A</u> and acknowledges
shall be refunded.	a reasonable time. If title defects are not cur	red within a reasonable time period, the Buyo DUE DILIGENCE PERIOD , and possession shall t	ractical. If title defects are found, Seller must er may rescind this agreement and the Deposit be delivered at closing. The cost of an Owners

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Commercial Purchase Agreement - cont.

- 12. Escrow Closing: Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Buyer or Seller for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller.
- 13. State Documentary Tax: The State Documentary Tax on the deed shall be paid by the Seller.
- 14. Insurance. Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and Seller shall then refund the Deposit to Buyer. Buyer agrees to provide his own hazard insurance.
- 15. Wood Infestation: Buyer agrees to pay the cost of a wood destroying insect inspection of the building, attached and detached structures, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a termite warranty and/or treatment of any wood destroying insects. Buyer agrees to accept the treated Property upon completion of repairs.
- 16. Smoke Detector: Seller agrees to install, at Sellers expense, smoke detectors as required by law.

20. Offer Expiration: This offer to purchase is subject to accentance by Seller on or before April 7 2022

- 17. Condition of Property: Seller represents to the best of the Seller's knowledge, information and belief, there are no latent defects in the property. Seller agrees to maintain the heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in working condition until delivery of possession.
- 18. Environmental: Seller represents to the best of Seller's knowledge, information and belief, there are no conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect thereto.
- 19. THIS OFFER IS BASED UPON BUYER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY THE SELLER OR SELLER'S AGENT.

5:00 F	РΜо	clock		date
21. Agen	cy: The REALTO	DRS® involved in t	his transaction are:	
				is agent for Seller.
			·	
				is acting as limited dual agent
22. Broke	representing er Compensation	i both Buyer and S n:	eller.	
		eller acknowledge in their separate aç		is being paid a fee by Seller and this fee will be shared
		eller will each com  Xaulin	pensate their respective Brokers.	Printed Name: Maulin Patel
Witness:				
Purchase	r Signature:			Printed Name:
Witness:				
Address:			City:	<del></del>
State:	Zio:	Phone:		

Commercial Purchase Agreement - cont.

## 1305 Morningside Road, Fremont NE 68025 Property Address

RECEIPT (NAMES FOR DEED) RECEIVED FROM: \_\_\_\_ \_\_\_\_\_the sum of \_\_\_\_\_(\$\_\_\_\_\_) DOLLARS (by\_\_\_\_\_\_) to apply to the purchase price of the Property on terms and conditions as stated. This receipt is not an acceptance of the above offer to purchase. REALTOR® (Company Name) AGENTS NAME (Printed) OFFICE ADDRESS AGENTS SIGNATURE ACCEPTANCE 04-09-2022 date The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement except for the following modifications: See attached Counteroffer. WITNESS: \_\_\_\_\_\_ SELLER: Allan G. Arrmann WITNESS: \_\_\_\_\_ SELLER: \_\_\_\_ ADDRESS: \_\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_ Phone \_\_\_\_\_ BUYER RECEIPT AND ACCEPTANCE Buyer acknowledges a fully executed copy of this agreement and accepts Counter Proposal as set out above, if any. DATE \_\_\_\_\_ BUYER \_\_\_\_\_



1305 Morningside Road Fremont NE 68025 Agreement dated 04-06-2022

#### 7. Applicable Conditions (continued)

This offer to purchase is contingent upon the buyer obtaining suitable financing.

Commencing on full execution of this agreement, Buyer will have a 30-day due diligence period wherein Buyer may decide not to move forward with this purchase for any reason, and earnest deposit money will be fully refundable. Buyer will notify Seller in writing if Buyer decides to void the contract during said due diligence period. Following these 30 days, the earnest money will become the property of the Seller. Closing date will be set after due diligence has been completed, and closing will be approximately 30 days following completion of the due diligence period.

This offer to purchase is contingent upon satisfactory Phase 1 and/or Phase 2 environmental reports if required by lender. If environmental issues are found, seller will correct these issues prior to closing.

After close of business of the c-store on the day prior to the closing date, inventory will be taken. Based on that inventory count, buyer will purchase all inventory inside the c-store on a per cost basis. All fuel inventory will be purchased per the market price of fuel on that day.

The liquor license will be transferred with the purchase.

Title and escrow company to be Nebraska Title Company. Earnest deposit of \$10,000 (as stated on page 1 of the purchase agreement) will be delivered to Nebraska Title Company within 48 hours of acceptance of this agreement by all parties.

1305 Morningside Road Fremont NE 68025 Counteroffer to Purchase Agreement dated April 6, 2022

All fuel inventory will be purchased per Harms Oil's price of fuel on the day prior to closing.

All monies owed to BP by seller will be paid in full prior to closing. If applicable, buyer will have any and all BP branding and imaging removed from the premises no later than 60 days after the closing date. Seller will not be responsible for removing BP imaging.

With the exception of any vehicles, all rented or owned equipment required to run the business will transfer to the buyer at closing.

Any environmental testing will be done at Buyer's expense. Seller has no knowledge of any past or current environmental issues during his ownership of the property.

Storage containers are included in the sale but no contents of said storage containers are included in the sale.

## Earnest deposit will be \$25,000.

Seller will provide a signed statement provided by seller's counsel stating that seller has no knowledge of past or current environmental issues at the site during ownership of the property, and that, following consummation of this purchase, buyer agrees to indemnify and hold seller harmless from any environmental issues that might arise in the future.

All other terms and conditions remain the same.

SELLER	BUYER
Allan G. Arrmann	Haulin Patel
Allan G. Assmann	Maulin Patel
04-09-2022	04-19-2022
Date	Date

## **Business Purchase Agreement**

Purchase Date: 0//0//22	<u> </u>
Name of Business Being Purchased: Dual Stop Fremont	purchasing the alcohol related business of "Fue Express, LLC"
Address of Business:	•
1305 Morningside	
Fremont, NE 680	25
Saga Properties Fre	emont
Fuel Expre	ess LLC
Alan G Acmon 07/07/22  Signature of Seller Date Sign	07/07/22 ature of Purchaser Date
Signature of Seller Date Sign	pature of Purchaser Date

1305 Morningside Road Fremont NE 68025 Addendum to Purchase Agreement dated April 6, 2022

#### ADDENDUM TO PURCHASE AGREEMENT

The undersigned seller and buyer wish to amend the purchase agreement dated April 6, 2022 for 1305 Morningside Road, Fremont NE 68025 as stated below:

The buyer for this property is Saga Properties Fremont LLC.

The seller of this property will be Fuel Express, LLC.

All other terms and conditions remain the same as previously agreed.

Dated this 23rd day of June, 2022

Attan G. Assmann

Fuel Express, LLC by Allan Assmann, its managing member

Kaulin Patel
Buyer

Saga Properties Fremont LLC by Maulin Patel, its managing member

## **Inventory Summary**

## Current inventory by item report

Scan Code	Item Name	Department	Vendor	Count
8218422601	6 PK Jack Daniels Punch	ALCOHOLIC BEVERAGES		7
8800404542	99 Chocolate	ALCOHOLIC BEVERAGES		84
8800404545	99 FRUIT PUNCH	ALCOHOLIC BEVERAGES		176
8800404544	99 Guava	ALCOHOLIC BEVERAGES		141
8800403967	99 LEMON LIME	ALCOHOLIC BEVERAGES		137
8800404543	99 MYSTERY FLAVERS	ALCOHOLIC BEVERAGES		81
8800402645	99 PARTY PACK 50M	ALCOHOLIC BEVERAGES		2
8066001070	99 PINEAPPLE	ALCOHOLIC BEVERAGES		111
8800404052	99 proof 10 pk	ALCOHOLIC BEVERAGES		24
8048001570	Bacardi 200	ALCOHOLIC BEVERAGES		32
8048002621	Bacardi Gold	ALCOHOLIC BEVERAGES		68
8676721006	BAILEYS IRIS	ALCOHOLIC BEVERAGES		6
8048000152	BCARDI OAK H	ALCOHOLIC BEVERAGES		2
85113300670	beatbox cranberry dreams	ALCOHOLIC BEVERAGES		12
8807617778	BUCHANANS MASTER SCOTCH 750ml	ALCOHOLIC BEVERAGES		3
8800404354	BURST GRAPE 50ML	ALCOHOLIC BEVERAGES		14
84837500721	CALLAWAY CAB CELLAR 750ML	ALCOHOLIC BEVERAGES		3
85001061913	CANTEEN BLCK CHRY VDKA SODA	ALCOHOLIC BEVERAGES		2
81084503004	Carolans Irish Cream	ALCOHOLIC BEVERAGES		120
81582901082	Cayman jack 19oz	ALCOHOLIC BEVERAGES		22
81582901085	Cayman Jack Margarita 192 oz Single	ALCOHOLIC BEVERAGES		14
8800404541	CHRY LIMEADE LIQ	ALCOHOLIC BEVERAGES		21
8200000536	CIROC MANGO	ALCOHOLIC BEVERAGES		6
72081593013	CORALEJO TEQUILA	ALCOHOLIC BEVERAGES		1
8200079621	CROWN PEACH 4 PK	ALCOHOLIC BEVERAGES		42
8200079623	CRWON APPLE 4 PK	ALCOHOLIC BEVERAGES		37
81153801085	CURVO SILVER 750ML	ALCOHOLIC BEVERAGES		24
81675102047	CWS SPICY BLOODY MARY	ALCOHOLIC BEVERAGES		6
81675102123	CWS TEQUILA MARGARITA	ALCOHOLIC BEVERAGES		30
81675102060	CWS VODKA MULE	ALCOHOLIC BEVERAGES		12
8520000168	DELMAR GRAPEFRUIT	ALCOHOLIC BEVERAGES		2
8520002134	Delmar wine	ALCOHOLIC BEVERAGES		2
8520002136	Delmar wine	ALCOHOLIC BEVERAGES		4
8520000166	delmar wine watermelon	ALCOHOLIC BEVERAGES		10
67454500032	DON JULIO 1942 TEQ	ALCOHOLIC BEVERAGES		1
67454500000	DON JULIO TE 750ml	ALCOHOLIC BEVERAGES		4
85001080605	DRIPPING SPRING ORANGE	ALCOHOLIC BEVERAGES		4
85001080606	DRIPPING SPRING VODKA	ALCOHOLIC BEVERAGES		29
8048000292	DUSSE 750	ALCOHOLIC BEVERAGES		1
8800402617	FIREBALL PET 175	ALCOHOLIC BEVERAGES		45
8800414473	Fireball200ml	ALCOHOLIC BEVERAGES		54
8218403872	GENTLEMEN JACK 750	ALCOHOLIC BEVERAGES		5

8807617145	GLENKINCHIE 12 YR 750 ml	ALCOHOLIC BEVERAGES	9
8043211492	GLENLIVET14 YR	ALCOHOLIC BEVERAGES	3
8811015055	HENNESSY COG	ALCOHOLIC BEVERAGES	54
8600326712	Hifg west Manhattan	ALCOHOLIC BEVERAGES	1
8218409042	JACK DANIELS 1.75	ALCOHOLIC BEVERAGES	9
8218422604	Jack Danlels 6pk Wildberry	ALCOHOLIC BEVERAGES	2
8218422602	Jack Daniels LEMONADE	ALCOHOLIC BEVERAGES	10
8218420203	Jack Daniels w/Glass 750	ALCOHOLIC BEVERAGES	6
8043211645	JAMESON 750 GIFT PACK	ALCOHOLIC BEVERAGES	1
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8068602391	Jim Beam 750 Gift Pack	ALCOHOLIC BEVERAGES	1
8068600143	JIM BEAM BOU	ALCOHOLIC BEVERAGES	37
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81153801022	JOSE 1800 REPOSADO 375	ALCOHOLIC BEVERAGES	12
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85763300425	MOSCOW MULE SINGLE CAN	ALCOHOLIC BEVERAGES	27
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1820026264	Natural Light Black Cherry Lemonade	ALCOHOLIC BEVERAGES	1
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8500001947	New Amstrdm Regular 200ml	ALCOHOLIC BEVERAGES	7
1820020298	Nutr vodka seltzer pineapple 6/4pk cn 12oz	ALCOHOLIC BEVERAGES	6
1820020353	Nutri vodka seltzer watermelon 6/4pk cn 12o:	ALCOHOLIC BEVERAGES	6
8811016005	OBAN SCO SMALT 14YR	ALCOHOLIC BEVERAGES	1
72173300094	Patron Tequila Silver	ALCOHOLIC BEVERAGES	15
2129662037	PAUL PASSION MANGO	ALCOHOLIC BEVERAGES	. 4
8112800006	Pepe Lopez Gold	ALCOHOLIC BEVERAGES	115
8800401278	platinum 50m	ALCOHOLIC BEVERAGES	162
8800402385	ROOT BEER LIQ	ALCOHOLIC BEVERAGES	14
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8800403867	SHEEP DOG 750ML	ALCOHOLIC BEVERAGES	2
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82000006787	SMIRNOFF PINK LEMON.50ML	ALCOHOLIC BEVERAGES	120
8200078925	SMIRNOFF RED VODKA 750ML	ALCOHOLIC BEVERAGES	6
8200079625	smirnoff smash	ALCOHOLIC BEVERAGES	79
8200075071	SMIRNOFF VOD PEACH	ALCOHOLIC BEVERAGES	10

Total			2,903.00
			2,589.00
85001061902 Vodka Soda	Single	ALCOHOLIC BEVERAGES	10
85001061901 Vodka Soda	Single	ALCOHOLIC BEVERAGES	23
85001061914 Vodka Soda	Lime	ALCOHOLIC BEVERAGES	3
9661919210 vodka cockta	ilswatermelon	ALCOHOLIC BEVERAGES	5
9661919212 vodka cockta	illsstrw	ALCOHOLIC BEVERAGES	7
61776828135 SVEDKA VC	DKA SODA STRAWBEER	RY LEIALCOHOLIC BEVERAGES	3
61776827135 SVEDKA VC	DKA SODA MANGO PINE	EAPPI ALCOHOLIC BEVERAGES	3
61776826135 SVEDKA VC	DKA SODA BLACK CHEF	RRY L ALCOHOLIC BEVERAGES	4
8520091874 Sutter Home	White Zin	ALCOHOLIC BEVERAGES	2
8520000027 STR HM SV	GN BLANC	ALCOHOLIC BEVERAGES	3
8520000042 STR HM PIN	IOT NOIR	ALCOHOLIC BEVERAGES	4
8200000396 SMIRNOFF	VOD RASPBERRY 750	ALCOHOLIC BEVERAGES	8



# OMAHA AREA BOARD OF REALTORS® COMMERCIAL PURCHASE AGREEMENT (This is a legally binding contract. If not understood, seek legal advice.)



eXp Rea	ltv. L	Bro	ker04-L	06-2022
		yer, (whether one or more) agrees to purchase the Proper	ty described as follows:	dale
1, Address:	130	5 Morningside Road, Fremont NE		Zip Code <u>68025</u>
2. Legal Desi	<b>criptio</b> ixtures	n(Property): THE ISLAND SUB LOT 1 ( P and equipment permanently attached to the Property.	TTL 76) & PT NW1/4	4 25 17 8
		ty: The only personal property included is as follows: <b>all</b> operation of the business.	equipment attached t	o the property and _
nominee by w	varranty	ler represents that they have good, valid and marketable to deed or no other free a otions  e restrictions, utility easements not exceeding ten (10) fee	nd clear of all liens, encumbrand	ces or special taxes levied or assessed,
5. Assessme any public aut	nts: So	eller agrees to pay any assessments for public improveme but not yet assessed. Seller is not aware of any public im	nts previously constructed, or	rdered or required to be constructed by to be constructed but not yet constructed.
6. Purchase	Price:	Buyer agrees to pay <u>One Million Six Hundred</u>	Thousand and 00/00	dollars
(\$ 1.600.0	000	DOLLARS on the	following terms: \$_10.000	
		herewith as evidenced by the receipt attached below. In the	e event this offer is not accepted	d by the Seller within the time specified,
the Deposit sh	hall be	refunded. In the event of refusal or failure of the Buyer to	consummate the purchase, the S	Seller may, at his option, retain the Deposit
as liquidated	damag	es for failure to carry out the agreement of sale. Balance to	o be paid in immediately availab	le funds at closing of the sale.
within the time	e stated	Itions: This agreement is conditioned upon the happening it, this offer shall be null and void, and any deposit returned applicable conditions.		If each of the same have not occurred
8. Taxes:	s	ouglas/Sarpy County Taxes: All consolidated real estate nall be treated as though all are current taxes, and those to terest, and other charges, if any, will be paid by Seller.	taxes which become delinquent axes shall be prorated as of date	in the year in which closing takes place of closing, and all prior years' taxes,
	Of	ther Counties Taxes: All consolidated real estate taxes for lax rate) shall be prorated as of date of closing, and Seller	r the year in which closing takes shall, also, pay all prior years' ta	place (based on current assessment and axes, interest, and other charges.
9. Rents, Dep date of closing	osit A g. Copi	nd Leases, If Rented: Any tenant deposits and leases shes of all current leases shall be provided to the Buyer at the	all be assigned to Buyer at no co e time of closing.	ost. All collected rents shall be prorated to
		provement District (S.I.D.): Buyer understands that this trecently filed S.I.D. Statement.	s property is located within S.	I.D.# N/A and acknowledges
cure them with shall be refund	hin a re ded. Ap	Title: Seller shall furnish a current title insurance commitm asonable time. If title defects are not cured within a reaso proximate closing date to be <u>SET AFTER DUE DILIGENCE PERIOR</u> shall be equally divided between Buyer and Seller.	nable time period, the Buyer ma	y rescind this agreement and the Deposit

## DigiSign Verified: 0126088F-530F-4E6C-A712-5C7FE5A5285E

Commercial Purchase Agreement - cont.

- 12. Escrow Closing: Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Buyer or Seller for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller.
- 13. State Documentary Tax: The State Documentary Tax on the deed shall be paid by the Seller.
- 14. Insurance. Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and Seller shall then refund the Deposit to Buyer. Buyer agrees to provide his own hazard insurance.
- 15. Wood Infestation: Buyer agrees to pay the cost of a wood destroying insect inspection of the building, attached and detached structures, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a termite warranty and/or treatment of any wood destroying insects. Buyer agrees to accept the treated Property upon completion of repairs.
- 16. Smoke Detector: Seller agrees to install, at Sellers expense, smoke detectors as required by law.
- 17. Condition of Property: Seller represents to the best of the Seller's knowledge, information and belief, there are no latent defects in the property. Seller agrees to maintain the heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in working condition until delivery of possession.
- 18. Environmental: Seller represents to the best of Seller's knowledge, information and belief, there are no conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect thereto.

Brokers based on their separate agreement.	is being paid a fee by Seller and this fee will be shared by
Buyer and Seller will each compensate their respective Brokers.  Purchaser Signature:	Printed Name: Maulin Patel
Witness:	
Purchaser Signature:	Printed Name:
Witness:	
Address: City:	
State: Zip: Phone:	

 $Commercial\ Purchase\ Agreement-cont.$ 

## 1305 Morningside Road, Fremont NE 68025

Property Address

			Alon as some
(NAMES FOR DEED) RECEIVE		(\$) DOLLARS (by	
apply to the purchase price of the		ated. This receipt is not an acceptance of the above offe	
REALTOR® (Company Name)		AGENTS NAME (Printed)	······································
OFFICE ADDRESS		AGENTS SIGNATURE	
	ACC	04-09-2022	
en e		date	nd nerform all the ten
		es to convey title to the Property, deliver possession, at	nd benomi an me ten
		f this agreement except for the following modifications:	
See attached Counteroffer.			
See attached Counteroner.	-		
See attached Counteroner.			
See attached Counteroner.			
See attached Counteroner.			
WITNESS:	SELLER: A	Uan G. Arrmann	
WITNESS:		Uan G. Arrmann	
WITNESS:	SELLER:	Uan G. Arrmann	
WITNESS:	SELLER:	llan G. Arrmann	
WITNESS:	SELLER: A	Uan G. Arrmann State Zip Phone	
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WITNESS: WITNESS: ADDRESS:	SELLER: SELLER: SELLER: City City Cuted copy of this agreement and accepts	Uan G. Arrmann State Zip Phone	

1305 Morningside Road Fremont NE 68025 Agreement dated 04-08-2022

#### 7. Applicable Conditions (continued)

This offer to purchase is contingent upon the buyer obtaining suitable financing.

Commencing on full execution of this agreement, Buyer will have a 30-day due diligence period wherein Buyer may decide not to move forward with this purchase for any reason, and earnest deposit money will be fully refundable. Buyer will notify Seller in writing if Buyer decides to void the contract during said due diligence period. Following these 30 days, the earnest money will become the property of the Seller. Closing date will be set after due diligence has been completed, and closing will be approximately 30 days following completion of the due diligence period.

This offer to purchase is contingent upon satisfactory Phase 1 and/or Phase 2 environmental reports if required by lender. If environmental issues are found, seller will correct these issues prior to closing.

After close of business of the c-store on the day prior to the closing date, inventory will be taken. Based on that inventory count, buyer will purchase all inventory inside the c-store on a per cost basis. All fuel inventory will be purchased per the market price of fuel on that day.

The liquor license will be transferred with the purchase.

Title and escrow company to be Nebraska Title Company. Earnest deposit of \$10,000 (as stated on page 1 of the purchase agreement) will be delivered to Nebraska Title Company within 48 hours of acceptance of this agreement by all parties.

1305 Morningside Road Fremont NE 68025 Counteroffer to Purchase Agreement dated April 6, 2022

All fuel inventory will be purchased per Harms Oil's price of fuel on the day prior to closing.

All monies owed to BP by seller will be paid in full prior to closing. If applicable, buyer will have any and all BP branding and imaging removed from the premises no later than 60 days after the closing date. Seller will not be responsible for removing BP imaging.

With the exception of any vehicles, all rented or owned equipment required to run the business will transfer to the buyer at closing.

Any environmental testing will be done at Buyer's expense. Seller has no knowledge of any past or current environmental issues during his ownership of the property.

Storage containers are included in the sale but no contents of said storage containers are included in the sale.

Earnest deposit will be \$25,000.

Seller will provide a signed statement provided by seller's counsel stating that seller has no knowledge of past or current environmental issues at the site during ownership of the property, and that, following consummation of this purchase, buyer agrees to indemnify and hold seller harmless from any environmental issues that might arise in the future.

All other terms and conditions remain the same.

SELLER	BUYER
Allan G. Arrmann	Kaulin Ratel
Allan G. Assmann	Maulin Patel
04-09-2022	04-19-2622
Date	Date

## RECEIVED



JUN **30** 2022

NEBRASKA LIQUOR CONTROL COMMISSION

JONATHON H. LATKA DIRECT DIAL: 402.978.5329 JLATKA@FRASERSTRYKER.COM 500 Energy Plaza 409 South 17th Street Omaha, Nebraska 68102-2663 Telephone 402.341.6000 Telefax 402.341.8290 Www.fraserstryker.com

LAWYERS

June 30, 2022

#### VIA EMAIL: LCC.frontdesk@nebraska.gov

Nebraska Liquor Control Commission Licensing Division 301 Centennial Mall South, 5th Floor Lincoln, NE 68509-5046

RE: Saga Properties Fremont, LLC d/b/a Dual Stop FremontLiquor License Application

Dear Licensing Team:

Enclosed is the application packet for the above referenced entity. This packet includes copies of:

- Form 100: Application for Liquor License
- Form 102: Limited Liability Company Insert
- Form 103: Manager Application Insert
- Form 147 Privacy Act Statements
- Form 125: Temporary Operating Permit Application
   Form 116: Spousal Affidavits of Non Participation

The fingerprints and Payport fees for this application have been submitted to the Commission. Please do not hesitate to reach out if you have any further concerns with this application.

June 30, 2022 Page 2

Very truly yours,

Jonathon H. Latka FOR THE FIRM

#### Roberts, Rebecca

From:

Latka, Jonathon <ilatka@FraserStryker.com>

Sent:

Thursday, June 30, 2022 9:57 AM

To:

LCC Front Desk

Cc:

Hill, Lori

Subject:

**Dual Stop Fremont Liquor License Application** 

Attachments:

FRASER-#2841678-v1-Dual\_Stop\_Fremont\_Liquor\_License\_Application.pdf

43490

#### Dear Licensing Team,

Attached please find retail liquor license application and temporary operating permit application for Saga Properties Fremont, LLC d/b/a Dual Stop Fremont. Fees have been paid for this application via Payport as of this morning. If you need anything further for this application, please do not hesitate to contact me.

Thanks, Jon Latka



### Jonathon H. Latka Attorney

Fraser Stryker PC LLO
500 Energy Plaza | 409 South 17th Street | Omaha, NE 68102
Direct Dial 402.978.5329 | Fax 402.341.8290
jlatka@fraserstryker.com

The information contained in this message is confidential and may be attorney-client privileged. It is intended only for the use of the individual or entity identified above. If the receiver of this message is not the intended recipient, you are hereby notified that reading, distribution, use, or copying of this message is strictly prohibited. If you have received this message in error, please immediately notify the sender by replying to the address noted above and delete the message. Thank you.



**PURCHASE RECEIPT** 

**Nebraska Liquor Control Commission** 

P.O. Box 95046 Lincoln NE 68509-5046 (402)471-4881 jackie.matulka@nebraska.gov OTC Local Ref ID: 71802886 6/30/2022 09:39 AM

Status:

**APPROVED** 

**Customer Name:** 

Jonathon H. Latka

Type:

Discover

Credit Card Number:

\*\*\*\* \*\*\*\* 9788

	Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AD, IB)	AB,	1	71731490	\$400.00

Applicant Name:: Saga Properties Fremont, LLC

Trade Name (DBA):: Dual Stop Fremont

Address:: 1305 Morningside Rd.

City:: Fremont
State:: Nebraska
Zip Code:: 68025

Phone Number:: 712-490-1210

Email Address:: maulinpatel93@gmail.com

Total remitted to the Nebraska Liquor Control Commission	\$400.00
Total Amount Charged	\$409.96

Fremont Tribune Classified Section Box 9 Fremont, NE 68026

Good Day!

Please publish the following legal ad one time after July 28, but before August 3, 2022.

### NOTICE OF PUBLIC HEARING

Notice is hereby given that the Dodge County Board of Supervisors will conduct a Public Hearing on August 10, 2022 at 9:15 A.M. in the Board Room of the Courthouse, 3rd floor, 435 N. Park, Fremont, Nebraska, to consider the application for a Class D – "Beer, Wine, Distilled Spirits, Off Sale Only License" for Saga Properties Fremont, LLC dba "Dual Stop Fremont" of 1305 E. Morningside Road, located in Block 2 of Section 25, Township 17 North, Range 8 East of the 6th P.M., in Road Rail Subdivision near Fremont, Dodge County, Nebraska. All persons desiring to give evidence before the local governing body in support of or in protest against the issuance of such license may do so at the time of the hearing.

Fred Mytty Dodge County Clerk

cc: Dual Stop Fremont

## \*\*\* Proof of Publication \*\*\*

Newspaper: FREMONT TRIBUNE

STATE OF NEBRASKA) County of Dodge ) SS.

DODGE COUNTY CLERK

435 N PARK AVE Room 102 FREMONT, NE 68025

ORDER NUMBER

1094875

The undersigned, being first duly sworn, deposes and says that she/he is a Clerk of the Fremont Tribune, legal newspaper printed, published daily Tuesday-Saturday and having a general circulation in the County of Dodge and State of Nebraska, and that the attached printed notice was published in said newspaper and that said newspaper is the legal newspaper under the statues of the State of Nebraska.

The above facts are within my personal knowledge and are further verified by my personal inspection of each notice in each of said issues.

Clerk of the Fremont Tribune

Signature Thegan Samuel Date 8.7-22

Section: Class Legals

Category: 0093 Legals FREMONT

PUBLISHED ON: 08/02/2022

TOTAL AD COST:

10.80

FILED ON:

8/2/2022

Subscribed in my presence and sworn to before me on

GENERAL NOTARY - State of Nebraska **UVA BOONE** 

My Comm. Exp. January 31, 2025

NOTICE OF PUBLIC HEARING Notice is hereby given that the Dodge County Board of Supervisors will conduct a Public Hearing on August 10, 2022 at 9:15 A.M. in the Board Room of the Court-house, 3rd floor, 435 N. Park, Fremont, Nebraska, to Park, Fremont, Nebraska, to consider the application for a Class D — "Beer, Wine, Distilled Spirits, Off Sale Only License" for Saga Properties Fremont, LLC dba "Dual Stop Fremont" of 1305 E. Morningside Boad dba "Dual Stop Fremont" of 1305 E. Morningside Road, located in Block 2 of Section 25, Township 17 North, Range 8 East of the 6th P.M., in Road Rail Subdivision near Fremont, Dodge County, Nebraska. All persons desiring to give evidence before the local governing body in support of or in protest against the issuin protest against the issuance of such license may do so at the time of the

hearing.
Fred Mytty
Dodge County Clerk
1094875 8:2 ZNEZ