

Agenda Item # 23
Date 1/10/24

December 22, 2023

Fremont Tribune
Classified Section
Box 9
Fremont, NE 68026

Good Day!

Please publish the following legal ad one time on December 29, 2023.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Dodge County Board of Supervisors will conduct a Public Hearing on January 10, 2024 at 9:20 A.M. in the Board Room of the Courthouse, 3rd floor, 435 North Park Avenue, Fremont, Nebraska, to consider the application for a Class C License (Beer, Wine, Distilled Spirits, On and Off Sale) for Tavern 30, 7026 Platte River Road, Ames, NE. Any person 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.

Micki Gilfry
Dodge County Clerk

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: December 20, 2023

I, _____ Clerk of _____
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

Cole Biesecker dba Tavern 30
7026 W Hwy 30 ^{Platte River Road,} Ames / Dodge County, 68621
Application for Class C - 126200
45 days - 2.5.2024

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one Yes No

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one Yes No

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. Check one: The motion passed: _____ The motion failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page if necessary)

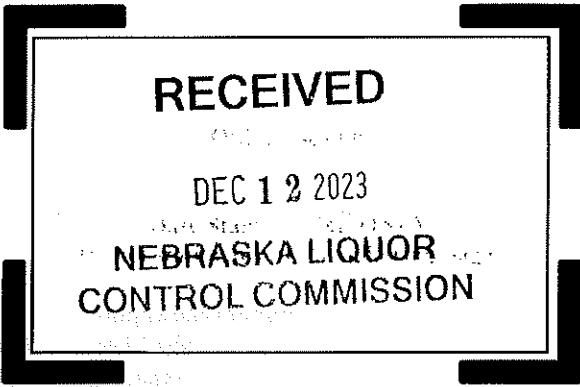
Clerk's name DATE

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

License Class: C

License Number:
126200



Office Use Only
NEW / REPLACING TOP Yes / No
Hot List Yes / No Initial: HY

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 Cole Biesecker
TRADE (DBA) NAME TAVERN 30
PREVIOUS TRADE (DBA) NAME _____
CONTACT PHONE NUMBER 402-720-8827
CONTACT EMAIL ADDRESS colebiesecker@yahoo.com

Office use only
PAYMENT TYPE Payport
AMOUNT 12/11/23 RCPT _____
RECEIVED: \$400
DATE DEPOSITED _____



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**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY**
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name _____ Phone Number _____

Firm Name _____

Email address _____

Should we contact you with any questions on the application? YES _____ NO _____

PREMISES INFORMATION

Trade Name (doing business as) TAVERN 30

Street Address 7026 W Highway 30

City Ames County Dodge -05 Zip Code 68621 -2147

Premises Telephone number 402-720-8827

Business e-mail address colebiesecker@yahoo.com

Is this location inside the city/village corporate limits YES NO

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name TAVERN 30

Street Address 7026 W Highway 30 - Platte River Road

City Ames State NE Zip Code 68621 -2147

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

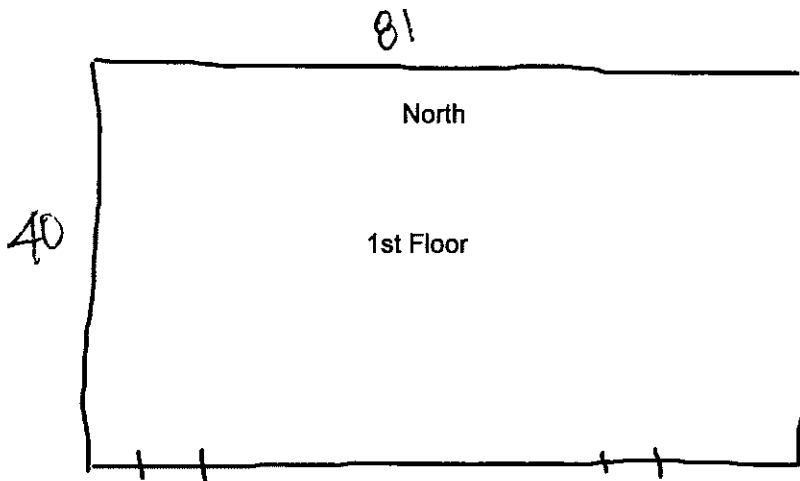
IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH AND THE NUMBER OF FLOORS OF THE BUILDING.

Building length ⁸¹81'-4.75" x width 40' in feet

Is there a basement? Yes No If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes No If yes, length _____ x width _____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



APPLICANT INFORMATION

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

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. 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.

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 |
|-------------------|------------------------------|--------------------------------|-----------------------|-------------|
| Cole Biesecker | 2004 | Grand Blanc, MI | DUI | Convicted |
| Cole Biesecker | 2006 | Saginaw, MI | Careless Driving | Convicted |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

2. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, provide business name and license number _____

3. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number _____

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES NO

If yes

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

a) Submit a copy of the business purchase agreement

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

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

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

____ YES ____ 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 ____ 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 ____ NO

If yes, list such item(s) and the owner. Tables, chairs, coolers. Chip Gossett

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 ____ 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))

____ YES ____ NO

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.

Pinnacle Bank, Cole Biesecker

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.

N/A

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 (mm/yyyy) | Name of program (attach copy of course completion certificate) |
|----------------|----------------|----------------------------------------------------------------|
| Cole Biesecker | 2010 | ervesafe, no copy |
| | | |
| | | |

Experience

| Applicant Name/Job Title | Date of Employment | Name & Location of Business |
|---------------------------------------------|--------------------|--------------------------------------|
| Cole Biesecker/Manager | 2000-2015 | Famous Dave's BBQ, MI,MN,SD,MI,OH,WI |
| Full-service, Bar and restaurant,nationwide | | |
| | | |

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

X Lease expiration date December 31, 2026
 _____ Deed
 _____ Purchase Agreement

14. When do you intend to open for business? February, 2024

15. What will be the main nature of business? Food and Drink

16. What are the anticipated hours of operation? 11am-11pm

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

| RESIDENCES FOR THE PAST 10 YEARS | | | | | |
|----------------------------------|------|---------|---------------------|------|----|
| APPLICANT CITY & STATE | YEAR | | SPOUSE CITY & STATE | YEAR | |
| | FROM | TO | | FROM | TO |
| Hayward, WI | 2011 | 2014 | | | |
| Fremont, NE | 2014 | 2022 | | | |
| Ames, NE | 2022 | present | | | |
| | | | | | |
| | | | | | |

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 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.

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.

**Must be signed in the presence of a notary public by applicant(s) and spouse(s).
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

Cole Biesecker
Signature of **APPLICANT**
(Do not sign until in the presence of the Notary Public)

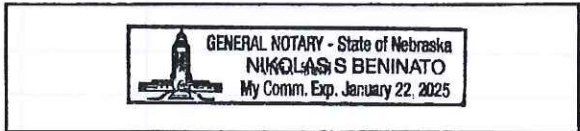
Cole Biesecker
Printed Name of **APPLICANT**

State of Nebraska, County of Dodge

The foregoing instrument was acknowledged before me this
12-11-23
(Date)

By Cole Biesecker
Name of person(s) signing document in front of Notary

Nikolas S. Beninato
Notary Public Signature



Signature of **SPOUSE**
(Do not sign until in the presence of the Notary Public)

Printed Name of **SPOUSE**

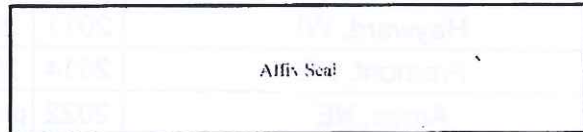
State of Nebraska, County of _____

The foregoing instrument was acknowledged before me this

(Date)

By _____
Name of person(s) signing document in front of Notary

Notary Public Signature



**APPLICATION FOR LIQUOR LICENSE
INDIVIDUAL
INSERT – FORM 1**

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

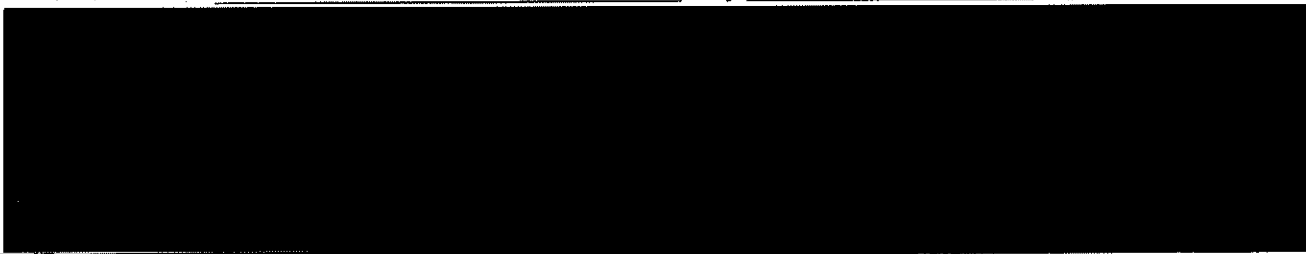
| | |
|------------|---------------------------------------|
| Office Use | RECEIVED |
| | DEC 12 2023 |
| | Nebraska Liquor Control Commission |

Individual applicants, including spouse, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 – 006)
- 3) Must provide a copy of their certified birth certificate, INS papers or US Passport
- 4) Fingerprints are required. See Form 147 for further information, this form **MUST** be included with your application
- 5) Must sign the signature page of the Application for License form
- 6) Applicant may be required to take a training course
- 7) Be a registered voter in the State of Nebraska, include a copy of voter registration card with application

Name of individual applicant who will hold license

Last Name: Biesecker
First Name: Cole MI: C
Home Address: 7026 W Highway 30 Apt. #1 City: Ames Zip Code: 68621-2147



Are you married? (Please note if the above listed individual is separated, etc. spouse's information is still required to be listed below)

YES NO If yes, provide your spouse's information below

Spouses Last Name: _____

Spouses First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Driver's License Number: _____ State: _____

Yates, Hannah

From: Cole Biesecker <colebiesecker@yahoo.com>
Sent: Tuesday, December 19, 2023 3:46 PM
To: Yates, Hannah
Subject: 126200 Tavern 30

You don't often get email from colebiesecker@yahoo.com. [Learn why this is important](#)

Good day,

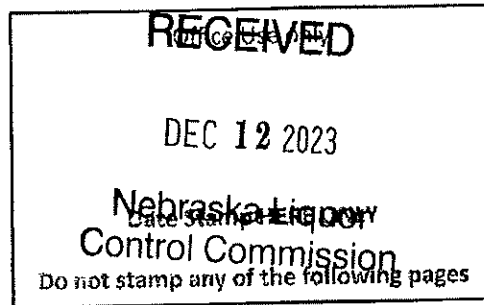
The establishment has a little apartment above it, in which I reside, and is my mailing address. Suite A or Apartment 1 is fine.

Thank-you,
Cole Biesecker
Tavern 30
126200

Sent from Yahoo Mail on Android

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



**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 www.ne.gov/go/nsp
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 TAVERN 30

Name of Person Being Fingerprinted: Cole Biesecker

Date fingerprints were taken: 12-12-2023

Location where fingerprints were taken: NSP - Omaha

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

Cole Biesecker

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Fred Mytty
(402) 727-2767
County Clerk
435 N. Park, Rm. 102
Fremont, NE 68025

OMAHA NE 68105
Return Service Requested
2 MAR 2022 PM 03/02/2022

US POSTAGE



Acknowledgement & Verification of Registration

IMPORTANT INFORMATION ON BACK

DETACH AT PERFORATION AND KEEP ENTIRE BOTTOM PORTION

Precinct: Platte West Township 027
Polling Place: Party: REP
Platte West Township 027
Christensen Field Community Room
1730 W 16th Street
Fremont
U S Congressional District 1

Fremont Public Schools
PSC District 4

FOR WALLET SIZE - FOLD HERE

Dodge County, State of Nebraska
2001889
Cole Christian Biesecker
7026 W Highway 30
Ames, NE 68621



COMMERCIAL LEASE

This Lease made and entered into this 11th day of December 2023, between Gossett Brothers Holdings LLC, a Nebraska Limited Liability Company (Lessor), and Cole C Biesecker (Lessee).

1. **PREMISES:** Lessor hereby leases to Lessee the east 82' of main floor and the entire upstairs apartment of the building and property located at 7026 West Highway 30, Ames, Nebraska.

2. **ACCESS/REMODEL.** It is agreed by and between the Lessor and Lessee that Lessee shall be allowed access to the premises to clean the interior of the building in a good and workmanlike manner and perform any buildout which Lessee shall require in order for Lessee to open a restaurant on the site. Lessee is responsible to pay for all materials and labor required for said buildout.

Any improvements made by either party to this Lease shall remain with the building, and Lessor shall not be liable for payment to Lessee for any improvements made to the building by Lessee, unless so stated in writing in a separate agreement signed by both parties.

2. **TERM AND RENT:** This Lease shall be for a term of three years beginning on the 1st day of January 2024. Beginning on the 1st day of January 2024, rent shall commence and Lessee agrees to pay Lessor as rent for the use of the premises at the principal office of Lessor at 5021 Ventura Drive, Fremont, Nebraska, or at such other place as Lessor may from time to time designate in writing for each year during the term of this Lease, One Thousand Five Hundred Dollars (\$1500) per month for the east 82' of the main floor of said building and Five Hundred Dollars (\$500) per month for the upstairs apartment.

3. **EQUIPMENT INCLUDED:** Equipment owned by Lessor and provided to Lessee to be used during the term of this Lease is itemized on the list attached hereto and shall be returned to the Lessor in good shape and condition, reasonable wear and tear excepted.

4. **USE AND CARE OF PREMISES:**

A. Lessee shall continuously use and occupy the premises on the first floor for a restaurant open to the public and for no other purpose.

B. Lessee shall promptly comply with all laws, ordinances and regulations promulgated by duly constituted governmental authority affecting the cleanliness, safety, use and occupation of the premises and pay all costs involved in such compliance. Further, Lessee shall be responsible for and liable to keep all

food and beverage licenses in proper form and up to date and in good standing.

- C. Lessee shall perform no acts nor carry on any practices which may injure the building or be a nuisance or menace to other tenants.
 - D. Lessee shall arrange for the maintenance of the exterior of the building or items such as maintenance of the landscape, sidewalks, snow and ice removal, dirt and rubbish pick up and maintenance of the parking lot.
5. **SIGNAGE:** Any signage on the exterior of the building or on the premises must be approved by the Lessor in writing in advance and shall be the full responsibility of the Lessee to procure or purchase.
6. **ASSIGNMENT OR SUBLEASE:** Lessee shall not assign this Lease or sublet any part of the premises without the previous written express consent of Lessor, provided that any such assignment or sublease shall not materially increase the fire and extended coverage insurance rates, and provided further that any assignee shall be, in the judgment of the Lessor, able to carry out this Lease and willing and able to keep the premises in repair. No assignment shall release Lessee from any of its obligations under this Lease or be construed or taken as a waiver of any of Lessor's rights or remedies hereunder.
7. **REPAIRS AND ALTERATIONS:**
- A. **Lessor's Repairs:** Lessor shall keep the foundations, structural columns and beams, exterior walls (except plate glass doors or windows), and the roof of the building on the premises and the sidewalks adjacent thereto in good repair. Lessor shall not be required to make or pay for any repairs, modifications or replacements which become necessary or desirable by reason of the acts or omissions of Lessee, its officers, agents, servants, employees or invitees.
 - B. **Lessee's Repairs:** Except as provided in Section A of this paragraph, Lessee agrees at Lessee's expense at all times to keep the premises and appurtenances thereto in good order, condition and repair, clean, sanitary and safe, including the replacement of equipment and fixtures, and including plate glass windows and doors.

- C. **Alterations:** Lessee shall not make any alterations, additions, improvements or changes affecting the building or the premises without in each instance obtaining the prior express consent therefore from Lessor, and if such consent is obtained, Lessee shall furnish indemnification against liens, costs, damages and expenses as may be required by Lessor. All alterations, additions and improvements which may be made or installed upon the premises shall remain upon and be surrendered with them as a part thereof at the termination of this Lease.
8. **UTILITIES:** Upon the Lessee completing the cleanup and buildout of the interior of the building and upon Lessee obtaining a Certificate of Occupancy, Lessee shall be responsible for all of the utilities including water (well), sewer (septic), gas (propane), electricity, cable, telephone and all other utilities used.
9. **TAXES:**
- A. **Taxes on Lessee's Property:** Lessee shall pay or cause to be paid promptly when due all taxes levied or assessed against personal property placed by Lessee in or about the premises.
- B. **Real Property Taxes:** Lessor shall pay all of the total real estate taxes and assessments of every nature, kind and description levied and assessed against the premises (and the building of which they are a part) before the same shall become delinquent during the term hereof.
10. **INSURANCE:** Lessee agrees to procure and maintain continuously during the term of this Lease, and any extension thereof, public liability insurance with a company acceptable to Lessor, at Lessee's cost, insuring Lessor and Lessee against all claims, demands, or actions for injuries to, or death of, any one person in the amount of not less than One Million Dollars (\$1,000,000.00); for injury to or death of more than one person in any one accident in an amount of not less than Two Million Dollars (\$2,000,000.00); and for damage to property and fire legal liability in an amount of not less than Three Hundred Thousand Dollars (\$300,000.00); made by or on behalf of any person or persons, firm or corporation, arising from, or related to or connected with the conduct or operation of Lessee's business on the premises and in, over, and under the adjacent sidewalks, streets, entrances, and exit ways.

Lessor shall be named on said policy as an additional insured and upon any reasonable request from time to time Lessee shall be required to provide proof of insurance and the terms thereof.

Lessee hereby waives any subrogation rights whatsoever.

Lessee is responsible to procure and maintain any insurance necessary and/or required in the restaurant business.

11. **WAIVER OF CLAIMS AND INDEMNITY:** All personal property on the premises shall be at the risk of the Lessee, and Lessor shall not be liable for any damages to said personal property, to the Lessee or to any other person caused by water, steam, sewerage, gas or odors or by any negligence or act of other tenants, occupants or any other person or caused in any manner whatsoever except loss caused by Lessor's negligence or breach of this Lease.

Lessee covenants to indemnify and hold Lessor harmless from all claims, demands or actions for injury to, or death of, any person or loss of, or damage to, property in or about the premises and adjacent ways and sidewalks, including the person and property of Lessee, its employees, agents, invitees, licensees, or others, caused or asserted by reason of the breach or violation of any of the agreements, covenants or other provisions of this Lease by Lessee, such indemnity to include the cost, expense and attorney's fees reasonably incurred by Lessor. Nothing in this paragraph shall inure to the benefit of a third party.

12. **FIRE DAMAGE:** If the premises shall be damaged or partially destroyed by fire or other casualty to the extent of less than fifty percent (50%) of the insurable value thereof, during the term of this Lease, or any extension thereof, Lessor shall rebuild, restore and repair the premises with all reasonable diligence and in such event, if the damage or destruction be without fault or neglect of the Lessee, the rents stipulated in the Lease shall be abated during the period of reconstruction.

If, however, the premises shall be substantially destroyed by fire or other casualty to the extent of fifty percent (50%) or more of the insurable value thereof, then, in that event, Lessor may elect either to repair or rebuild the premises or to terminate this Lease. Either of such elections shall be made by the giving of written notice to such effect by Lessor to Lessee within sixty (60) days after the date of the happening of the event causing damage. If Lessor does so elect to repair or rebuild and if the damage or destruction be without fault or neglect of the Lessee, the rents stipulated in the Lease shall be abated during the period of reconstruction.

13. **ANTI-SUBROGATION:** Notwithstanding any other or inconsistent provisions contained in this Lease, Lessor shall not be liable to Lessee or to the Lessee's insurance carriers, or anyone claiming through or under the Lessee, for any loss

covered by insurance carried by the Lessee, and the Lessee shall not be liable to the Lessor, or any of the Lessor's insurance carriers or anyone claiming under or through the Lessor for any loss covered by insurance carried by the Lessor. Each party shall cause proper endorsements to be placed upon their respective insurance policies to give effect to these provisions.

14. **DEFAULT AND REMEDIES:** If Lessee shall fail to pay when due any installment of rent, or fail to perform or observe any of its covenants, agreements or obligations hereunder, this Lease may be forfeited and thereby become null and void at the option of the Lessor, and Lessor may immediately, or at any time thereafter, re-enter the premises, repossess the same, remove therefrom all goods and chattels of Lessee, and dispossess the Lessee and anyone claiming by or under it. Provided, however, that the monthly installment of rent shall not be deemed to be in default until ten (10) days after written notice of default has been given to Lessee, which ten day written notice need be given only one time during each twelve month period during the term of this Lease, and that no default shall be declared for the failure to perform or observe any of the other covenants, agreements or obligations of Lessee until Lessee is given written notice of such breach and shall fail to perform the agreement called for or remove the default within thirty (30) days after such notice by Lessor. Such notice shall be deemed given upon personal delivery or upon mailing to Lessee.

If Lessor shall elect to declare forfeiture under this paragraph, it shall be entitled to receive from Lessee the difference in rental, if any, between the rent reserved hereunder for the unexpired portion of the term and any lesser amount which Lessor, in the exercise of reasonable diligence, are able to procure for the unexpired term of this Lease, each monthly difference being a separate cause of action which may or may not be accumulated and joined in one action at Lessor's option.

15. **SURRENDER - HOLDING OVER:** Lessee, upon termination of this Lease, either by lapse of time or otherwise, agrees peaceably to surrender to Lessor the premises, broom clean and in good condition and repair except for ordinary wear and tear or damage by fire or other casualty commonly covered by extended coverage insurance. Lessee agrees at Lessor's request to remove Lessee's trade fixtures upon such termination and to repair all damage to the premises caused by such removal.

If Lessee remains in possession after the termination of this Lease without a new Lease reduced to writing and duly executed, Lessee shall be deemed to be a trespasser. If Lessee shall have paid, and Lessor shall have accepted, rent in respect to such holding over, Lessee shall be deemed to be occupying the premises only as a tenant from month to month subject to all the covenants, agreements or obligations of this Lease.

16. **NOTICES:** All notices required to be made by the terms of this Lease on the Lessor or the Lessee shall be in writing and delivered to the parties respectively at:

Lessor: F.A. Gossett IV
5021 Ventura Drive
Fremont NE 68025

Lessee: Cole C Biesecker

7026 W Highway 30
Arva, NE 68621

17. **MISCELLANEOUS:**

- A. **Binding on Successor:** All covenants, agreements, and obligations in this Lease contained shall be binding upon and inure to the benefit of the successors of the parties.
- B. **Amendment in Writing:** This lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.
- C. **Strict Performance:** The failure of Lessor to insist upon strict performance by Lessee of any of the covenants, agreements or obligations of this Lease shall not be deemed a waiver of any of Lessor's rights and remedies and shall not be deemed a waiver of any subsequent breach or default by Lessee of any of the covenants, agreements or obligations of this Lease.
- D. **No Surrender:** No surrender of the premises shall be effected by Lessor's acceptance of the keys or of the rent or any other means whatsoever without Lessor's written acknowledgment of such acceptance as a surrender.

IN WITNESS WHEREOF, the parties hereto have caused the due execution hereof as of the day and year first above written.

Gossett Brothers Holdings LLC, Lessor

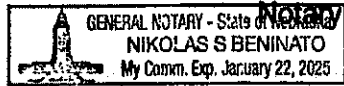
By *F.A. Gossett* F.A. Gossett IV, President *Cole C Biesecker* Cole C Biesecker, Lessee

State of Nebraska)
County of Dodge) ss.

The foregoing instrument was acknowledged before me this 11th day of December 2023 by F.A. Gossett IV, President of Gossett Brothers Holdings LLC, a Nebraska limited liability company, Lessor.

Nikolas S. Beninato

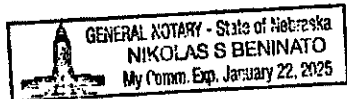
State of Nebraska)
County of Dodge) ss.



Notary Public

The foregoing instrument was acknowledged before me this 11th day of December 2023, by Cole C Biesecker, Lessee.

Nikolas S. Beninato



Notary Public

Tavern 30

Identity

Tavern 30 will be a small-town bar and grill serving food and beverages to the surrounding neighborhoods and state lakes recreation areas.

Problem

The area is void of food and beverage establishments within 5-10 miles.

Solutions

My scratch kitchen and full bar will help provide the area and local neighborhoods with a go-to place for TV's, food, and drink.

Target market

The target audience is adults living in and around the local area.

Competition

The Tavern will be the only establishment within 5-10 miles.

Revenue streams

Tavern 30 will bring in daily in-house sales as well as off-sale beer and spirits sales.

Marketing

Tavern 30 will have on-site signage and a website with online pay/ordering. Radio and google ads and the use of social media.

Expenses

Inventory, some equipment, building expenses monthly

Team/Key roles

Currently, team members include the owner who will operate daily. Friends and family will be available also. More will be hired as progress allows.