

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Pub. Hear.3

Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class D Liquor License for Grass Retail, LLC d/b/a Shortstop, 2002 Avenue I, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

Agenda Statement

Item No.

For meeting of: March 7, 2022

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class D Liquor License application from Grass Retail, LLC d/b/a Shortstop, 2002 Avenue I, Scottsbluff, NE.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Conduct the public hearing and consider a recommendation to the Nebraska Liquor Commission either approving or denying said application.

EXHIBITS

Resolution ☒ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) ☐ Application, Memorandums, Exhibits

Exhibit #1 – Application of Grass Retail, LLC d/b/a Shortstop, 2002 Avenue I, Scottsbluff, NE including denied TOP application and inventory list.

Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2016

Exhibit #3 – Written Statement of Police Chief

Exhibit #4 – Written Statement of City Clerk

Exhibit #5 – Written Statement of Development Services

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

Craig Grass

150095 Experiment Farm Road

Mitchell, NE 69357

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev 3/1/99CClerk

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: D

License Number:

124728

RECEIVED

JAN 12 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

Office Use Only

NEW REPLACING 043400

TOP (Yes) No

Hot List Yes (No)

Initial: BH

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 Grass Retail, LLC

TRADE (DBA) NAME Shortstop

PREVIOUS TRADE (DBA) NAME n/a

CONTACT PHONE NUMBER 308-631-4971

CONTACT EMAIL ADDRESS nikkihgrass@yahoo.com

✓ * Birth Certificate

~~No Fee Submitted~~

Office use only

PAYMENT TYPE Payport

AMOUNT \$400.- RCPT

RECEIVED: br 1/12/2022

DATE DEPOSITED



2200001177

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PAYPORT

NEBRASKA.GOV

(COPY)

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: 66714534

1/12/2022 03:46 PM

Status:

APPROVED

Customer Name:

Lori A Browning

Type:

Visa

Credit Card Number:

**** * 9745

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	67872776	\$400.00
Applicant Name:: Grass Retail, LLC			
Trade Name (DBA):: Shortstop			
Address:: 150095 Experiment Farm Road			
City:: Mitchell			
State:: NEBRASKA (NE)			
Zip Code:: 69357			
Phone Number:: 308-631-4971			
Email Address:: nikkihgrass@yahoo.com			
Total remitted to the Nebraska Liquor Control Commission			\$400.00
Total Amount Charged			\$409.96

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. ✓

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**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 Brian S. Judy Phone Number 308-632-5111

Firm Name Sorensen, Hahn, Browning & Judy, P.C.

Email address bjudy@westnebraskalaw.com

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

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PREMISES INFORMATIONTrade Name (doing business as) ShortstopStreet Address 2002 Avenue ICity Scottsbluff County Scotts Bluff Zip Code 69361Premises Telephone number 308-631-4971Business e-mail address n/aIs this location inside the city/village corporate limits YES X NO **MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

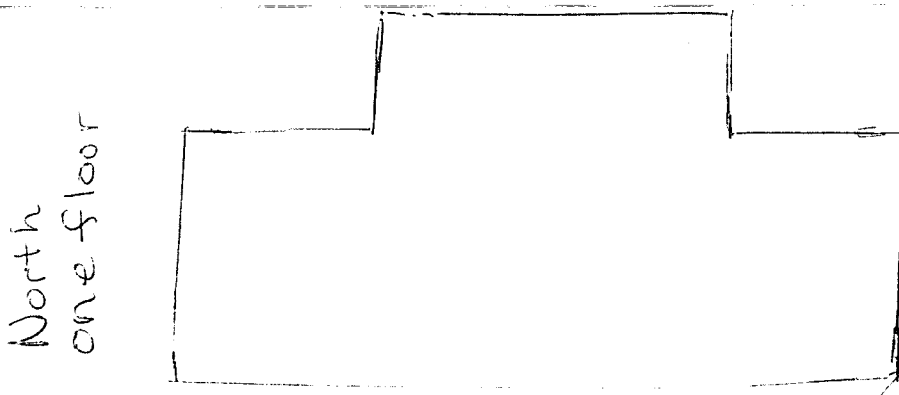
Name Grass Retail, LLCStreet Address 150095 Experiment Farm RoadCity Mitchell State NE Zip Code 69357**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

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 103' x width 49' in feetIs there a basement? Yes No X If yes, length x width in feetIs there an outdoor area? Yes No X If yes, length x width in feet**PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET**FORM 100
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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
Craig Grass	11/30/2004 TR04-2642	Scottsbluff, NE	failure to use seatbelt	guilty, paid fine
Craig Grass	12/28/2006, CR06-2769	Scottsbluff, NE	DUI, amended reckless driving - 1st offense	guilty, paid fine
Craig Grass	4/7/2008, CR08-766	Gering, NE	criminal trespass/assault (dropped) disturbing peace	guilty, paid fine
Craig Grass	2/13/2017, TR17-172	Scotts Bluff County, Nebraska	violate load contents required	guilty, paid fine
Craig Grass	1996 or 1997	Scotts Bluff County, NE	DUI	No contest, lost license, paid fine
Craig Grass	1983-1985	Dawes County, NE	speeding & reckless driving tickets	eventually lost license

Nikki Grass 5/25/2008 Scotts Bluff County, NE DUI guilty, fine, jail

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 Cheema Capital, LLC #043400

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

☒ **YES** ☐ **NO**

If yes, give name of business and liquor license number Cheema Capital, LLC #043400

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) Cheema Investments, LLC

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. _____

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.

Platte Valley Bank, Craig Grass & Nikki Grass

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.

none

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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)
none		

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
none		

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
☒ Purchase Agreement

14. When do you intend to open for business? February 1, 2022

15. What will be the main nature of business? convenience store and gas station

16. What are the anticipated hours of operation? 7:00 a.m. to 11:00 p.m.

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 FROM TO		SPOUSE CITY & STATE	YEAR FROM TO		
150095 Experiment Farm Road, Mitchell, NE 69357	2015	present	150095 Experiment Farm Road, Mitchell, NE 69357	2015	present	
70720 CR 12, Mitchell, NE 69357	2008	2015	70720 CR 12, Mitchell, NE 69357	2008	2015	

If necessary, attach a separate sheet

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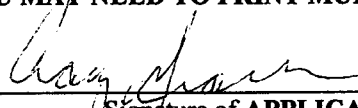
**PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE –
PLEASE READ CAREFULLY**

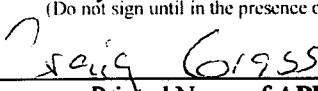
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) 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)**



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


Printed Name of **APPLICANT**

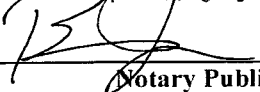
State of Nebraska, County of **Scotts Bluff**

The foregoing instrument was acknowledged before me this

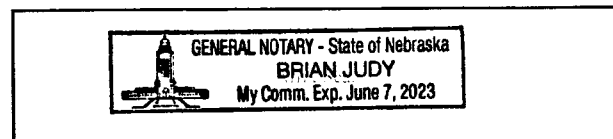
January 11, 2022
(Date)

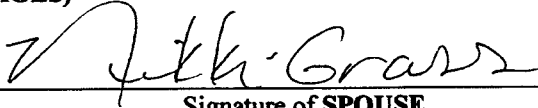
By 

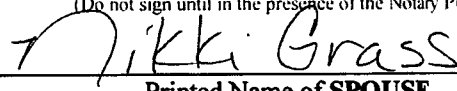
Name of person(s) signing document in front of Notary



Notary Public Signature





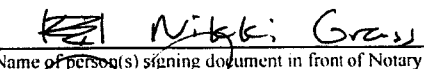
Signature of **SPOUSE**
(Do not sign until in the presence of the Notary Public)


Printed Name of **SPOUSE**


State of Nebraska, County of **Scotts Bluff**

The foregoing instrument was acknowledged before me this

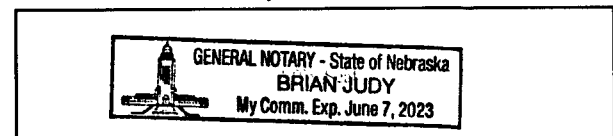
January 11, 2022
(Date)

By 

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



Notary Public Signature



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**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: www.lcc.nebraska.gov

Office Use

RECEIVED

JAN 12 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.
- 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 show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Craig Grass

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Grass Retail, LLC

LLC Address: 150095 Experiment Farm Road

City: Mitchell State: NE Zip Code: 69357

LLC Phone Number: 308-631-4971 LLC Fax Number: —

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Grass First Name: Craig MI: —

Home Address: 150095 Experiment Farm Rd City: Mitchell

State: NE Zip Code: 69357 Home Phone Number: 308-631-4971

Craig Grass

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska

County of Scotts Bluff

The foregoing instrument was acknowledged before me this

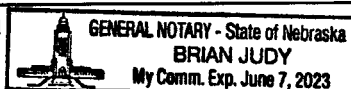
January 6, 2022

Date

by Craig Grass

name of person acknowledge

Affix Seal



FORM 102
REV JUNE 2015

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

Last Name: Grass First Name: Craig MI: S

Spouse Full Name (indicate N/A if single): Nikki Grass

Percentage of member ownership 50%-50%

Last Name: Grass First Name: Nikki MI: L

Spouse Full Name (indicate N/A if single): Craig Grass

Percentage of member ownership 50% - 50%

Last Name: n/a First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: n/a First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: n/a First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: n/a First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: n/a First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: n/a First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

☐ YES

☒ NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: February 1, 2022 Ending Date: December 31, 2022

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

FORM 102
REV JUNE 2015
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Nebraska Secretary of State

GRASS RETAIL, LLC

Thu Jan 13 09:45:40 2022

SOS Account Number

2112323335

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

CRAIG GRASS

150095 EXPERIMENT FARM ROAD

MITCHELL, NE 69357

Designated Office Address

150095 EXPERIMENT FARM ROAD

MITCHELL, NE 69357

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Dec 29 2021

Next Report Due Date

Jan 01 2023

Filed Documents

Filed documents for GRASS RETAIL, 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).

Document	Date Filed	Price	
Certificate of Organization	Dec 29 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

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](#)

**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

JAN 12 2022

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 **member or corporate officer**, 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

Form 103
Rev July 2018
Page 1 of 6

**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

JAN 12 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of 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

Corporation/LLC information

Name of Corporation/LLC: Grass Retail, LLC

Premise information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Shortstop

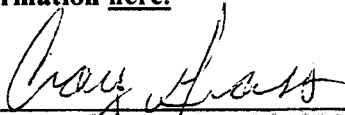
Premise Street Address: 2002 Avenue I

City: Scottsbluff County: Scotts Bluff Zip Code: 69361

Premise Phone Number: 308-631-4971

Premise Email address: nikkihgrass@yahoo.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Grass First Name: Craig MI: S

Home Address: 150095 Experiment Farm Road

City: Mitchell County: Scotts Bluff Zip Code: 69357

Home Phone Number: 308-631-4971

Email address: nikkihgrass@yahoo.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

☒ YES

☐ NO

Spouse's information

Spouses Last Name: Grass First Name: Nikki MI: L

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
150095 Experiment Farm Road, Mitchell, NE 69357	2015	present	150095 Experiment Farm Road, Mitchell, NE 69357	2015	present
70720 CR 12, Mitchell, NE 69357	2008	2015	70720 CR 12, Mitchell, NE 69357	2008	2015

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2004	present	Union Pacific Railroad	Andy Johnson	308-247-4243 or 816-489-0054
1984	2004	Army National Guard	records department	402-309-8148 or 402-309-8140

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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.

☒ 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
Craig Grass	11/30/2004 TR04-2642	Scottsbluff, NE	failure to use seatbelt	guilty, paid fine
Craig Grass	12/28/2006, CR08-2769	Scottsbluff, NE	DUI, amended reckless driving - 1st offense	guilty, paid fine
Craig Grass	4/7/2008, CR08-766	Gering, NE,	criminal trespass/assault(dropped), disturbing peace	guilty, paid fine
Craig Grass	2/13/2017, TR17-172	Scotts Bluff County, NE	violate load contents required	guilty, paid fine
Craig Grass	1996 or 1997	Scotts Bluff County, NE	DUI	no contest, lost license, paid fine
Craig Grass	1983-1985	Dawes County, Nebraska	speeding & reckless driving tickets	eventually lost license

Nikki Grass 5/25/2008 Scotts Bluff County DUI guilty, fine, jail

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☐ YES ☒ NO

IF YES, list the name of the premise(s):

3. 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?

☒ YES ☐ NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: none Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

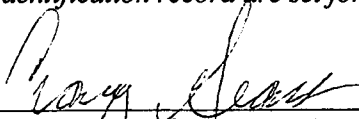
PERSONAL OATH AND CONSENT OF INVESTIGATION

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

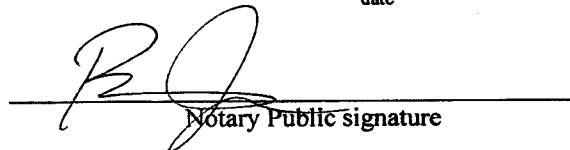
ACKNOWLEDGEMENT

State of Nebraska
County of SCOTTS BLUFF

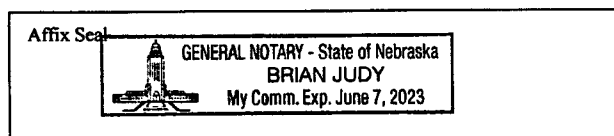
The foregoing instrument was acknowledged before me this

January 11, 2022
date

by Craig Grass + Nikki Grass
NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature



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.

**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

RECEIVED

JAN 12 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

Do not staple 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**
- 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 _____

Name of Person Being Fingerprinted: Craig Grass

Date fingerprints were taken: 12-28-21

Location where fingerprints were taken: NSP Scottsbluff NE

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 ☐

Craig Grass
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV JUNE 2021

**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

RECEIVED

JAN 12 2022

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CONTROL COMMISSION

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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 Liquor License*****

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

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Fingerprint cards should be submitted with the application.

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******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name _____

Name of Person Being Fingerprinted: Nikki Grass

Date fingerprints were taken: 12-28-21

Location where fingerprints were taken: NSP Scottsbluff NE

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 ☐

Nikki Grass

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV JUNE 2021



[Back to Lookup](#) / [Registrant Detail](#)

Craig S Grass

Political Party
Republican

Precinct
Fanning

Election Details

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

Mitchell Grade School Gym

📍 1439 13th Avenue Mitchell, NE 69357



Early Voting Sites

County Admin. Bldg.



1825 10th St. Gering, Ne, NE 69341

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[Back to Lookup](#) / [Registrant Detail](#)

Nikki Lee Grass

Political Party
Republican

Precinct
Fanning

Election Details

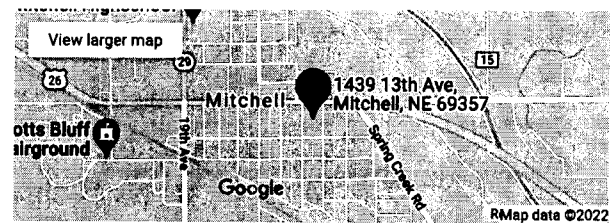
05/10/2022 2022 Primary Election

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1439 13th Avenue Mitchell, NE 69357



Early Voting Sites

County Admin. Bldg.



1825 10th St. Gering, Ne, NE 69341

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INITIAL BUSINESS PLAN

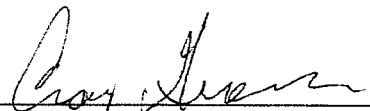
January 3, 2022

Grass Retail, LLC

The applicant is purchasing the property. The purchase agreement includes the real estate, inventory, all tanks, petroleum dispensing equipment and infrastructure. The first objective of the applicant is to qualify for and obtain the Nebraska liquor license and commence business operations.

Craig Grass and Nikki Grass are the members and managers of Grass Retail, LLC, and shall be the, managers having primary responsibility for the operation and management of the Company.

Applicant will market both gasoline to passenger and commercial vehicles, liquor, cigarettes, tobacco, perishable and non-perishable goods and other convenience store items. The marketing plan in development will include local advertising, pricing, inventory management, public relations, and analysis of trade area. The applicant will continually evaluate and track sales and pricing of competitors to offer the best pricing of its products in the Scottsbluff, Nebraska area, and to achieve profitability through sales volume. Applicants business operation will at all times concentrate on strict compliance with all local, state, and federal statutes, rules, regulations, and ordinances governing the sales of alcoholic beverages and tobacco products.


Craig Grass, Member/Manager


Nikki Grass, Member/Manager

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 11 day of January 2022, by and between GRASS INVESTMENTS, LLC, referred to herein as LANDLORD, and GRASS RETAIL, LLC, referred to herein as TENANT.

WITNESSETH:

PREMISES

Landlord leases to Tenant and Tenant leases from Landlord the premises identified as:

The South 45 foot by 60 foot portion of Lot 12 in Block 8, LAUCOMER ADDITON to the City of Scottsbluff, Scotts Bluff County, Nebraska,

located at 2002 Avenue I, Scottsbluff, Nebraska. Also included are the petroleum storage tanks, all pumps, and pump infrastructure, the pump canopy, and parking area. The leased premises are all those portions of the property used for the operation of a convenience store and gas station. Also included are all coolers, computers, computer software, fixture and signage used in the operation of the convenience store, all of which is collectively the "Premises".

TERM OF RENTAL AGREEMENT

The term of this Lease Agreement shall be for a period of five (5) years, commencing on the date Tenant closes on the Purchase Agreement with Cheema Capital, LLC, for the purchase of the convenience store business and shall continue for a period of 60 months thereafter.

USE OF PREMISES

The Premises shall be used by Tenant for the operation of a convenience store and gas station, or for such other lawful purposes as Tenant shall elect.

RENT

Tenant shall pay to Landlord as rent for the leased premises, the sum of \$3,500.00 per month. This lease shall be a triple net lease, and Tenant shall be responsible for and shall pay all

building maintenance and repairs, including without limitation, repairs to the heating, cooling and ventilation systems, the electrical and plumbing systems. Landlord shall pay for any structural damage, any damage caused by fire, not resulting from Tenant's negligence. Any damage from, wind, tornado, or other acts of God. Tenant shall pay, or reimburse Landlord for all casualty insurance premiums for coverage provided during the term of this lease. Landlord shall pay the real property tax assessed for the leased premises during the term of the lease.

PAYMENT OF RENT

Tenant shall pay all Rental payments when due and payable, without any setoff, deduction or prior demand therefor whatsoever. Any Rental, or other sum due Landlord under the terms of this Lease, not paid when due shall bear interest from the original due date at the rate of not less than 14% per annum until paid.

ALTERATIONS TO THE PREMISES

Tenant shall not, without the written consent of Landlord, be permitted to make any structural modification to or remodeling of the premises, including by way of example but not limitation, removal or relocating of interior walls, doorways, windows or hallways, removal of wall or floor coverings, lighting fixtures or plumbing fixtures. Landlord will consider any request of Tenant for permission to remodel or make structural modifications to the premises, and will not unreasonably withhold such consent provided the same shall not diminish the value or utility of the premises, and provided further that Tenant shall provide Landlord with a detailed description of the proposed work and Tenant's plan for restoring the premises at the expiration of the term of this lease.

UTILITIES

Tenant shall pay all utility charges for water, gas, electricity, sewer, trash removal, and other city services and utility charge, accruing during the term of the lease or any extension or renewal thereof, promptly when the same shall be due. In the event any deposits for utilities shall be required, Tenant shall pay the same, and shall cause the utility accounts to be established in Tenant's name.

ASSIGNMENT AND SUBLEASE

Tenant shall not be permitted, without the consent of Landlord, to assign or sublet the premises or any portion thereof, except to a subsidiary or other division of Tenant. Any assignment or sublease shall not relieve Tenant of its obligations to Landlord provided for herein.

LANDLORD'S RIGHT TO ENTER THE PREMISES

During the term of this lease, Landlord shall have the right to enter the premises at reasonable times to view and inspect the premises, make repairs and alterations which are the responsibility of Landlord, and take such other action as shall be necessary to protect and preserve the integrity and value of the premises.

DEFAULT AND TERMINATION

In the event Tenant:

1. Fails or refuses to perform any of its obligations under this lease; including without limitation, the obligation to pay rent;
2. Breaches any covenant or condition of this lease;
3. Abandons the premises;
4. Files or has filed against it, any case under the Federal Bankruptcy Act; and

5. Suffers or allows any event to occur which reasonably impairs its ability to perform the terms of this lease or the value of the premises.

Landlord may terminate this lease effective fifteen (15) days after notice of termination is given Tenant unless Tenant shall, within such period, cure any breach, failure to perform, or cause to be eliminated any condition impairing the premises or Tenant's ability to perform the terms of this lease without interruption. In the event Landlord shall terminate this lease as provided for herein, Tenant shall immediately restore possession of the premises to Landlord, and agrees to and by these presents does assign to Landlord all rents and profits of the premises. Upon termination of the lease as provided for herein, Landlord shall be entitled to maintain any action at law or in equity available to Landlord arising out of the default by Tenant.

RESTORATION OF PREMISES

At the expiration of the term of this lease, unless extended or renewed, Tenant shall restore possession of the premise to Landlord in a clean, neat and orderly fashion, and in the same condition as the same are presently in, reasonable wear and tear associated with normal use excepted, and excepting further any change in condition of the premises caused by remodeling if agreed to by Landlord as provided for herein

RENEWAL TERM

Tenant shall have the right to renew the lease agreement for an additional five (5) year term at the expiration of the initial five year term, by giving Landlord written notice of this election to renew at least 90 days before the end of the initial term. Should Tenant elect to renew the lease for an additional term, the terms and conditions of this lease and any amendments made hereafter in writing, shall apply to the renewal term, except that the rent shall be increased in an amount equal to the increase in real estate taxes and cost of hazard insurance experienced by

Landlord, as determined by comparing the 1998 cost of Landlord to the most recent cost figures for the same available at the time of the expiration of the initial term of this lease.

LIMITATION OF LANDLORD'S PERSONAL LIABILITY

Tenant specifically agrees to, and by the presents does indemnify and hold Landlord harmless for any claim, cause of action or damage sustained by Landlord arising out of the possession of or use of the premises by Tenant.

ENTIRE AGREEMENT-BINDING EFFECT

This Lease contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. This agreement shall bind the parties, their heirs, assigns except as provided for herein, personal representatives and successors in interest.

Dated this 11 day of January 2022.

[SIGNATURE PAGE TO FOLLOW]

GRASS INVESTMENTS, LLC,
Landlord,

By: Craig Grass

Title: Member

GRASS RETAIL, LLC,
Tenant,

By: Craig Grass

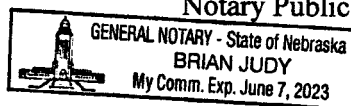
Title: Member

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing Lease Agreement was acknowledged before me this 11th day of January 2022, by Craig Grass, Member of Grass Investments, LLC, Landlord, herein.

Brian Judy
Notary Public

My Commission Expires:

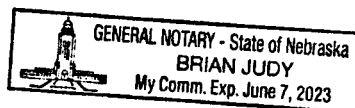


STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing Lease Agreement was acknowledged before me this 11th day of January 2022, by Craig Grass, Member of Grass Retail, LLC, Tenant, herein.

Brian Judy
Notary Public

My Commission Expires:



PURCHASE AGREEMENT AND SECURITY AGREEMENT

THIS AGREEMENT is made and entered into this 17 day of December 2021, by and between, CHEEMA INVESTMENTS, L.L.C., referred to in this agreement as "SELLER", and CRAIG GRASS and GRASS INVESTMENTS, LLC, referred to in this agreement as "BUYER".

WITNESSETH:

1. **Property.** The property which SELLER agrees to sell and BUYER agrees to purchase, consists of SELLER'S convenience store, real estate, improvements, fixtures, inventory, fuel storage tanks, fuel dispensing equipment, office, surveillance and business equipment, all located at the business known as Cheema's Gas & Liquor, 2002 Avenue I, Scottsbluff, Nebraska 69361, legally described as:

Lot 12, Block 8, LAUCOMER ADDITION to the city of Scottsbluff,
Scotts Bluff County, Nebraska

The parties agree, and BUYER acknowledges that SELLER is also selling, and BUYER is purchasing SELLER'S inventory of alcoholic, non-alcoholic beverage, perishable or non-perishable food items, tobaccos products, and gasoline fuel contained in the fuel storage tanks on the premises. The specific details of the contents and value of inventory, shall be determined an independent party, prior to closing.

2. **Purchase Price and Terms of Payment.** The purchase price for the property described above, exclusive of inventory, is the sum of Eight Hundred Thousand Dollars (\$800,000.00). The additional amount due for SELLER'S inventory on hand at the time of closing shall be paid by BUYER to SELLER as hereafter provided. The purchase price for the property and premises, exclusive of inventory, shall be paid by BUYER to SELLER as follows:

a. At the time of execution of this agreement, BUYER will deposit the sum of \$10,000.00 to the trust account of Sorensen, Hahn, Browning & Judy, P.C., as a down payment and earnest money deposit.

b. The remaining sum of \$790,000.00 for the property, exclusive of inventory shall be paid by BUYER as follows: The remaining balance of \$790,000.00, together with interest thereon at the rate of 6.5% per annum shall be amortized over 30 years (360 months) and shall be due and payable in monthly installments of \$5,044.12 each, the first of which shall be paid by BUYER to SELLER on the 1st day of March 2022, and a like amount on the 1st day of each month thereafter until the entire remaining principal balance and all accrued and unpaid interest shall be due and payable, the "Balloon Payment Date" which date shall be due on February 1, 2025. BUYER may prepay the entire principal and accrued interest, without penalty, at any time. An amortization schedule is attached hereto as "Exhibit A" and incorporated herein by reference.

3. Inventory. Prior to closing, SELLER'S inventory of alcoholic, non-alcoholic beverages, food items and other perishable and non-perishable items, tobacco products, as well as gasoline inventory, shall be determined by an independent third-party. BUYER will pay SELLER for such inventory, as needed, at SELLER'S cost, plus any freight charges paid by SELLER for delivery of such inventory. The total cost of the inventory that BUYER is purchasing from SELLER shall be paid in full, at closing. SELLER shall cease sale of inventory after the inventory shall have been completed, and pending closing.

4. Security and other Documents. All remaining sums due from BUYER to SELLER at the time of closing shall be secured by Deed of Trust describing the real property herein sold to BUYER, and by such other financing statements and instruments as SELLER shall

deem necessary and appropriate to secure payment of all remaining sums due with all personal property, equipment, inventory, accounts receivable, and other property herein sold to BUYER, and including after acquired property. This Agreement shall additionally constitute a Security Agreement between the parties, it being the intention of the parties that all such property and after-acquired property shall be security for the payment of the debt owed by BUYER to SELLER. At the time of closing, BUYER shall execute an installment promissory note or notes in favor of SELLER for the amounts owed by BUYER to SELLER for the premises, equipment, fixtures and other personal property, exclusive of inventory, as provided for herein. This contract, together with all additional documents and instruments executed by BUYER shall collectively constitute the "SALE DOCUMENTS" and such documents, and the obligations, covenants and conditions contained therein are by reference made a part of this agreement. BUYER agrees to execute any other or additional documents reasonably requested by SELLER to fully carry out the terms of this agreement. All security documents, inclusive of the Deed of Trust, financing statements and other lien instruments, if any, shall secure payment of all obligations herein provided for.

5. Taxes. SELLER will be responsible for and agrees to pay all real property taxes and personal property tax assessed against the property for the years 2021 and prior. The 2022 real property taxes and personal property taxes will be prorated between the parties to the date of closing and BUYER will receive a credit against the remaining purchase price for any portion of the pro-rated tax not paid by SELLER.

6. Title Insurance. As soon as this contract is executed by the parties, SELLER will obtain a title insurance policy, insuring merchantable title, free and clear of all liens and encumbrances, excepting easements, restrictions, reservations, and rights-of-way of record.

SELLER shall deliver the title insurance policy to BUYER or to BUYER'S attorney. BUYER shall have ten (10) days to notify SELLER in writing of any merchantable defects in title. If BUYER shall fail to give SELLER written notice of any merchantable defect within this period, any such defect shall be considered to have been waived by BUYER. If BUYER shall give notice of defect to SELLER, SELLER shall cure such merchantable defect on or before closing, and if SELLER is not able to cure the defect by closing, closing may be extended for a reasonable period of time not to exceed 30-days to allow SELLER time to cure the defect. If SELLER shall be unable to cure any such defect in the time allowed to do so in this agreement, or if SELLER shall, for any reason, fail to cure such defect, BUYER shall have the right to either declare this contract void, and have the full down payment refunded to BUYER including that portion identified as the non-refundable portion hereafter, or BUYER may complete the purchase and close in spite of the defect, in which case BUYER shall have waived such defect.

7. Insurance. During the term of this agreement, and until the SELLER has been fully paid all sums herein provided to be paid, BUYER shall purchase and keep in full force and effect, casualty and hazard insurance, insuring the building, fixtures, improvements, pumps and dispensing equipment, canopy, and all insurable personal property against loss from fire, flood, tornado, wind, hail, or other Act of God, and from damage caused by vandalism, or vehicle collision with structures or improvements. Such insurance shall be in an amount sufficient to replace the premises and improvements, and in no event less than the amount needed to fully pay SELLER the remaining sums due to SELLER. Such insurance shall contain a loss payee provision requiring all claim payments to include SELLER'S name on such checks or drafts, and the insurer shall be obligated to provide SELLER with written notice of any threatened cancellation, lapse, termination, or change in coverage. BUYER shall provide SELLER, at

closing, and on the occasion of each policy period renewal, with a certificate of insurance demonstrating that such insurance is in full force and effect. BUYER shall additionally purchase and carry in full force and effect, premises liability insurance in an amount not less than \$1,000,000.00, and SELLER shall be identified as an additional insured on such policy until BUYER shall have fully paid SELLER all sums due to SELLER herein.

8. Default. In the event BUYER shall default in performance of any of the terms or conditions of this contract, SELLER shall be entitled to retain BUYER'S down payment as liquidated damages arising out of BUYER'S default and breach in the performance of the terms and conditions of this agreement, and this contract shall be of no further force and effect. Should SELLER default in performance of any of the terms or conditions of this contract and fail to close as required herein, BUYER shall be entitled to maintain any legal or equitable remedy available to BUYER arising out of SELLERS' default.

9. Closing, Possession, and Risk of Loss. Closing shall occur at an agreed upon time by the parties on or before January 31, 2022, at the office of Title Express, 2122 Broadway, Scottsbluff, Nebraska, which will serve as escrow/closing agent. If the parties have completed the taking of inventory, and BUYER has secured the necessary licenses and they are prepared for closing before the specified time, the parties may mutually agree to advance the closing time. At the time of closing, BUYER will execute the installment promissory note, deed of trust and other security documents herein provided for, SELLER will execute and deliver the Warranty Deed to the premises to the BUYER, and a Bill of Sale for personal property. Possession of the premises will be given to BUYER at the time of closing. Risk of loss to the premises passes to BUYER at the time of closing.

10. Expenses. The expenses incurred in completing this transaction shall be paid by the parties as follows:

- a. SELLER shall pay the documentary-stamp tax required as a condition to the recording of the Warranty Deed from SELLER to BUYER.
- b. BUYER shall pay the costs of recording the Warranty Deed from SELLER to BUYER, and the cost incurred to record the Deed of Trust.
- c. The parties shall each pay one-half of the costs incurred in the preparation of the sale and closing documents needed to complete this transaction, including the contract, transfer statement, deed, bill of sale, deed of trust, financing statements, closing statement, federal tax form 1099, and any other or additional sale documents.
- d. The cost of an owner's title policy shall be split between the parties and BUYER shall pay the cost of any lender's endorsement SELLER shall elect to obtain.
- e. SELLER shall pay the costs to release any lien, mortgage, or encumbrances against the property.
- f. BUYER shall pay any filing fees incurred in filing the Deed of Trust, and any and all other financing statements or other liens or security interests herein provided for.
- g. Any additional costs associated with closing, not specifically addressed herein, shall be split equally between the parties.

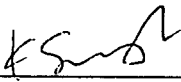
11. Non-Warranty by Sellers/Non Assignment by Buyer. BUYER acknowledges that they have fully inspected the premises and except as specifically provided for in this agreement, are purchasing the property AS IS on the basis of their personal inspection, and not as a result of any promises, warranties, or representations made by SELLER not contained in this written agreement, and this contract constitutes the entire agreement between the parties. BUYER

further acknowledges that SELLER has made no warranty concerning the location of fence and boundary lines, and further makes no warranty concerning adverse or prescriptive claim or right of any third party that is not a matter of record. Buyer shall not be entitled to assign this contract or any interest in it, to any other party without the express written consent of SELLER, except that BUYER may assign this contract to a corporation or limited liability company the BUYER intends to form after the execution of this agreement, PROVIDED, HOWEVER, that any such assignment shall not relieve BUYER of his personal liability for performance of the terms of this agreement and the other Sale Documents.

12. Survival of Terms. The terms, covenants, conditions and obligations of this agreement shall survive closing, and shall survive the recording of the Deed from SELLER to BUYER.

This contract shall extend to and bind the parties, their heirs, assigns, and personal representatives, and successors in interest.

CHEEMA INVESTMENTS, LLC,
SELLER,

By: 

Title: member

GRASS INVESTMENTS, LLC
BUYER,

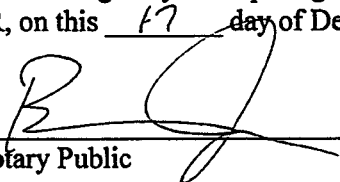
By: 

Title: member


CRAIG GRASS, BUYER

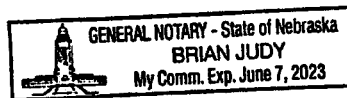
STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

This PURCHASE AGREEMENT was acknowledged by Kuldip Singh, member and manager of Cheema Investments, L.L.C., SELLER, on this 17 day of December 2021.



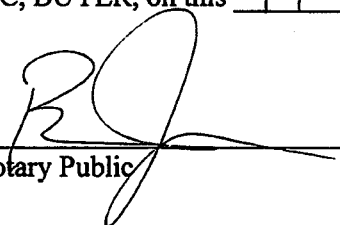
Notary Public

My Commission Expires:



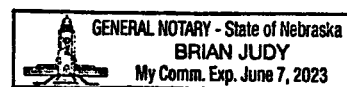
STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

This PURCHASE AGREEMENT was acknowledged by Craig Grass, individually and as member and manager of Grass Investments, LLC, BUYER, on this 17 day of December 2021.



Notary Public

My Commission Expires:



Hiland, Brenda

From: Brian Judy <bjudy@westnebraskalaw.com>
Sent: Tuesday, February 1, 2022 9:42 AM
To: Hiland, Brenda
Subject: RE: Craig Grass - Grass Retail, LLC
Attachments: Addendum to Asset Purchase Agreement - Signed.pdf; Addendum to Purchase Agreement - Signed.pdf

Brenda,

Craig hopes that he'll get the birth certificate today, at which time, I'll email a copy to you.

The parties signed the attached addendums yesterday, moving the closing back to Feb 15th.

Brian S. Judy

Attorney at Law
Sorensen, Hahn, Browning & Judy, P.C.
2122 Broadway
PO Box 1557
Scottsbluff, NE 69363-1557
(308) 632-5111
(308) 632-5536 facsimile
bjudy@westnebraskalaw.com

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From: Hiland, Brenda <brenda.hiland@nebraska.gov>
Sent: Thursday, January 27, 2022 1:40 PM
To: Brian Judy <bjudy@westnebraskalaw.com>
Subject: RE: Craig Grass - Grass Retail, LLC

Yes, I have talked with Craig already and he is clear on what he is doing on making sure everything is locked up and in storage.

Brenda Hiland

Licensing Division
Nebraska Liquor Control Commission
(402) 471-2735
(402) 471-2814 fax
web: <http://www.lcc.nebraska.gov>

From: Brian Judy <bjudy@westnebraskalaw.com>
Sent: Thursday, January 27, 2022 11:35 AM
To: Hiland, Brenda <brenda.hiland@nebraska.gov>
Subject: RE: Craig Grass - Grass Retail, LLC

Thanks for the response. Since Mr. Grass will not have his license and will not have a temporary permit at the time he closes on the purchase, can you provide some guidance on what need needs to do to adequately secure the liquor that he is purchasing? He intends to lock up the coolers and store the liquor in a storage room, until he officially acquires his license. Is this satisfactory? Is there anything else that he should be doing?

Thanks again.

Brian S. Judy

Attorney at Law
Sorensen, Hahn, Browning & Judy, P.C.
2122 Broadway
PO Box 1557
Scottsbluff, NE 69363-1557
(308) 632-5111
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bjudy@westnebraskalaw.com

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From: Hiland, Brenda <brenda.hiland@nebraska.gov>
Sent: Thursday, January 27, 2022 10:31 AM
To: Brian Judy <bjudy@westnebraskalaw.com>
Subject: RE: Craig Grass - Grass Retail, LLC

Yes, I just need the birth certificate to finish processing.

Brenda Hiland

Licensing Division
Nebraska Liquor Control Commission
(402) 471-2735
(402) 471-2814 fax
web: <http://www.lcc.nebraska.gov>

From: Brian Judy <bjudy@westnebraskalaw.com>
Sent: Thursday, January 27, 2022 11:30 AM
To: Hiland, Brenda <brenda.hiland@nebraska.gov>
Subject: RE: Craig Grass - Grass Retail, LLC

Brenda,

I called you this morning and left you a voicemail. I wanted to confirm with you that you have received everything that you need, except for the birth certificate. I spoke to Craig this morning. He talked to the State of California and they have processed his request and the birth certificate was put in the mail yesterday. Once it's received, I'll email to you immediately.

One concern that I have is when I search licenses online, I don't see anything indicating the application received regarding Cheema Capital, LLC d/b/a Cheema's Gas & Liquor. I do, however, see an entry dated 1/13/2022 App to Replace for the Cheema Capital, LLC d/b/a Thrifty's Gas & Liquor #5 in Lexington. I know Mr. Singh is selling this location, and there's been a new license application submitted by that purchaser. His application shows up on your website, but Mr. Grass' does not.

Since the temporary permit is apparently being denied, time is of the essence in acquiring Craig's permanent license. I just want to make sure that you have what you need and that we are not missing anything, so that this process can be completed ASAP.

Thank you.

Brian S. Judy

Attorney at Law
Sorensen, Hahn, Browning & Judy, P.C.
2122 Broadway
PO Box 1557
Scottsbluff, NE 69363-1557
(308) 632-5111
(308) 632-5536 facsimile
bjudy@westnebraskalaw.com

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From: Hiland, Brenda <brenda.hiland@nebraska.gov>
Sent: Monday, January 24, 2022 3:41 PM
To: Brian Judy <bjudy@westnebraskalaw.com>
Cc: Matulka, Jackie <Jackie.Matulka@nebraska.gov>
Subject: RE: Craig Grass - Grass Retail, LLC

Brian, do you have Craig Grass's birth certificate yet?

The application for a Temporary Operating Permit has been denied due to a citation on the seller's license. This is scheduled for hearing on March 1, 2022. Depending on the results of this hearing the application for the Temporary Operating Permit may be reconsidered.

Brenda Hiland

Licensing Division
Nebraska Liquor Control Commission
(402) 471-2735

(402) 471-2814 fax
web: <http://www.lcc.nebraska.gov>

From: Brian Judy <bjudy@westnebraskalaw.com>
Sent: Monday, January 24, 2022 2:54 PM
To: Hiland, Brenda <brenda.hiland@nebraska.gov>
Subject: RE: Craig Grass - Grass Retail, LLC

Brenda,

Any update on this? My client is set to close on the purchase of the store next week and I need to advise him accordingly.

Thanks.

Brian S. Judy

Attorney at Law
Sorensen, Hahn, Browning & Judy, P.C.
2122 Broadway
PO Box 1557
Scottsbluff, NE 69363-1557
(308) 632-5111
(308) 632-5536 facsimile
bjudy@westnebraskalaw.com

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From: Hiland, Brenda <brenda.hiland@nebraska.gov>
Sent: Thursday, January 20, 2022 1:19 PM
To: Brian Judy <bjudy@westnebraskalaw.com>
Subject: RE: Craig Grass - Grass Retail, LLC

Hello, just letting you know that we are working on this for you and will provide for you as soon as possible. Thank you for your patience.

Brenda Hiland

Licensing Division
Nebraska Liquor Control Commission
(402) 471-2735
(402) 471-2814 fax
web: <http://www.lcc.nebraska.gov>

From: Brian Judy <bjudy@westnebraskalaw.com>
Sent: Monday, January 17, 2022 11:19 AM

To: Hiland, Brenda <brenda.hiland@nebraska.gov>

Subject: Craig Grass - Grass Retail, LLC

Hello Brenda,

We have been working with you on the liquor license application submitted by my client, Craig Grass & Grass Retail, LLC. As indicated on the paperwork provided, he is purchasing the retail store in Scottsbluff that is currently owned by Kuldip Singh. It is my understanding that the Temporary Operating Permit is being denied. Would you please provide me with written confirmation of this decision and an explanation, including the specific legal reasons, for reaching this decision?

Thank you.

Brian S. Judy

Attorney at Law

Sorensen, Hahn, Browning & Judy, P.C.

2122 Broadway

PO Box 1557

Scottsbluff, NE 69363-1557

(308) 632-5111

(308) 632-5536 facsimile

bjudy@westnebraskalaw.com

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APPLICATION FOR TEMPORARY OPERATING PERMIT (AKA T.O.P.)

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



Nebraska Liquor Control Act §53-149 (2) A license issued under the act terminates immediately upon the sale of the licensed premises named in such license. The purchaser or transferee may submit an application for a license under the act prior to closing such sale or transfer. While such application is pending, the purchaser may request and obtain a temporary operating permit from the commission which shall authorize the purchaser to continue the business which was conducted on the purchased premises under the terms and conditions of the terminated license for ninety days or until the purchaser has obtained a license in its own name, whichever occurs sooner. Prior to the issuance of a temporary operating permit, the purchaser shall supply the commission with documentation from the seller that the seller is current on all accounts with any wholesaler under section §53-123.02. A seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense. In the absence of such temporary operating permit, the purchaser shall not manufacture, store, or sell alcoholic liquor on the purchased premises until the purchaser has obtained a license in the purchaser's own name. If the application is withdrawn by the applicant or is denied by the commission, the previous license may be reinstated at the discretion of the commission upon request by the previous licensee.

Rules and Regulations Chapter 2 Section 004 TEMPORARY OPERATING PERMITS

004.01 Someone other than a licensee may operate a business holding a liquor license if all of the following criteria are met:

004.01A A formal application for a new license must be on file with the Commission.

004.01B A request for a temporary operating permit must be filed with the application.

004.01C Temporary operating permits may not exceed 90 days in total duration.

004.01D If the sale of the business fails to occur, the previous licensee can be reinstated during the pendency of the temporary operating permit upon request of the previous license holder.

004.02 Any violations occurring during the pendency of a temporary operating permit will be adjudicated in the following manner:

004.02A Any violations occurring during the temporary operating permit will be used and conferred upon a license if issued. Any violation may be used to determine the fitness of the applicant to receive the requested license.

TEMPORARY OPERATING PERMIT (T.O.P.) REVIEW CHECK LIST

OFFICE USE ONLY

SELLER INFO:

License Class & Number: D 043400
Licensee: Cheema Capital LLC
DBA: Cheema Gas & Liquor

- ☒ Signature of Seller on T.O.P. Application
- ☒ Reviewed for Seller's Pending Violations *pending violation*
- ☒ Reviewed Delinquent List
- ☒ Reviewed with Director *JMR*

BUYER INFO:

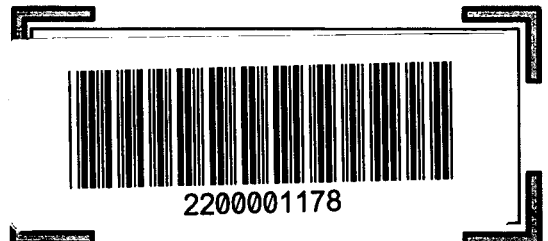
License Class & Number: D 124728
Licensee: Grass Retail LLC
DBA: Shortstop

- ☒ Signature of Buyer on T.O.P. Application
- ☒ Reviewed Buyer's Criminal History
- ☒ Reviewed Purchase Agreement
- ☒ Other: 4-30-2022

Administrative Review - Office Use Only

Reviewed by: Jackie B Matulka
☐ Approved ☒ Denied Date: 1-14-22

Comments: pending citation set for March Hearings



FORM 125
Rev July 2021
Page 1 of 2

LICENSEE (SELLER) AND APPLICANT (BUYER) SECTION

COMPLETE THE FOLLOWING:

NAME OF CURRENT LICENSEE (SELLER) AND SELLER'S LICENSE #:

Cheema Capital, LLC (owner of license holder) and license No. 043400

AND

NAME OF LICENSE APPLICANT (BUYER):

Grass Retail, LLC, a Limited Liability Company

ON 12/17/2021 (Date) SELLER AND BUYER ENTERED INTO A CONTRACT FOR SALE OF THE ALCOHOL RELATED

BUSINESS KNOWN AS: Cheema's Gas & Liquor

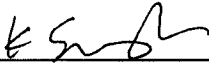
(Seller's Trade Name)

LOCATED AT: 2002 Avenue I Scottsbluff NE 69361
(Street Address) (City) (State) (Zip Code)

BUYER SEEKS TO OBTAIN A TEMPORARY OPERATING PERMIT (TOP) TO ALLOW BUYER TO OPERATE THE BUSINESS UNDER THE SAME TERMS AND CONDITIONS OF THE CURRENT LICENSEE; SUBJECT TO APPROVAL BY THE NEBRASKA LIQUOR CONTROL COMMISSION (NLCC) FOR A PERIOD NOT TO EXCEED 90 DAYS (NO EXCEPTIONS).

SELLER HEREBY DECLARES THAT THEY ARE CURRENT ON ALL ACCOUNTS WITH ALL NEBRASKA LICENSED WHOLESALERS UNDER SECTION §53-123.02. ANY SELLER WHO PROVIDES FALSE INFORMATION REGARDING SUCH ACCOUNTS IS GUILTY OF A CLASS IV MISDEMEANOR FOR EACH OFFENSE.

REQUESTED EFFECTIVE DATE OF TEMPORARY OPERATING PERMIT: 2/1/2022



Signature of **SELLER**

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

KULDIP SINGH

Printed Name of **SELLER**

State of Nebraska, County of Scotts Bluff

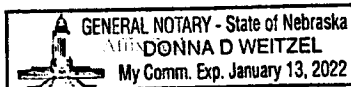
The foregoing instrument was acknowledged before me this:

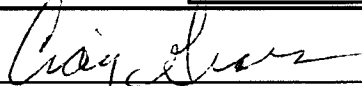
January 6, 2022
(date)

By: Kuldip Singh
name of person(s) signing document in front of Notary

Donna D. Weitzel

Notary Public Signature





Signature of **BUYER**

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

Craig Grass

Printed Name of **BUYER**

State of Nebraska, County of Scotts Bluff

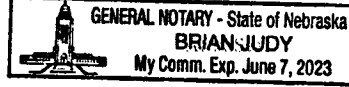
The foregoing instrument was acknowledged before me this:

January 6, 2022
(date)

By: Craig Grass
name of person(s) signing document in front of Notary

Brian Judy

Notary Public Signature



ADDENDUM TO BUSINESS ASSET PURCHASE AGREEMENT


THIS ADDENDUM TO BUSINESS ASSET PURCHASE AGREEMENT is made and entered into this 31 day of January 2022, by and between, CHEEMA CAPITAL, LLC, A Nebraska Limited Liability Company, referred to in this agreement as "SELLER", and GRASS RETAIL, LLC, A Nebraska Limited Liability Company, referred to in this agreement as "BUYER".

This Addendum to Business Asset Purchase Agreement amends the Business Asset Purchase Agreement dated January 6, 2022, between the parties, only as specifically provided for herein, and all of the other terms and conditions of the Business Asset Purchase Agreement remain in full force and effect, unaltered by this Addendum.

1. The Closing date in Paragraph 8 is amended to February 15, 2022.
2. On January 31, 2022, BUYER shall deposit in the trust account of Sorensen, Hahn, Browning & Judy, P.C., \$250,000.00, to be held for the purchase of inventory. Upon closing, the amount will be paid to SELLER for the purchase of all of SELLER'S inventory of alcoholic, non-alcoholic beverages, food items and other perishable and non-perishable items, tobacco products and gasoline.

CHEEMA CAPITAL, LLC, SELLER

GRASS RETAIL, LLC, BUYER

By: 
Kuldeep Singh, Member/Manager

By: 
Craig Grass, Member/Manager

ADDENDUM TO PURCHASE AGREEMENT

THIS ADDENDUM TO PURCHASE AGREEMENT is made and entered into this 31 day of January 2022, by and between, CHEEMA INVESTMENTS, L.L.C., referred to in this agreement as "SELLER", and CRAIG GRASS and GRASS INVESTMENTS, LLC, referred to in this agreement as "BUYER".

This Addendum to Purchase Agreement amends the Purchase Agreement dated December 17, 2021, between the parties, only as specifically provided for herein, and all of the other terms and conditions of the Purchase Agreement remain in full force and effect, unaltered by this Addendum.


1. Craig Grass, individually, is removed as Buyer, leaving Grass Investments, LLC, as Buyer. Craig Grass, individually, shall be included in the financing documents, individually, to personally guarantee payment thereto.
2. The Closing date in Paragraph 9 is amended to February 15, 2022.
3. On January 31, 2022, BUYER shall deposit in the trust account of Sorensen, Hahn, Browning & Judy, P.C., \$250,000.00, to be held for the purchase of inventory. Upon closing, the amount will be paid to SELLER for the purchase of all of SELLER'S inventory of alcoholic, non-alcoholic beverages, food items and other perishable and non-perishable items, tobacco products and gasoline.

CHEEMA INVESTMENTS, LLC,
SELLER,

By: 

Title: _____

GRASS INVESTMENTS, LLC
BUYER,

By: 

Title: _____


CRAIG GRASS, BUYER

BUSINESS ASSET PURCHASE AGREEMENT

THIS BUSINESS ASSET PURCHASE AGREEMENT, is made and entered into this 6 day of January 2022, by and between, CHEEMA CAPITAL, LLC, A Nebraska Limited Liability Company, referred to in this agreement as "SELLER", and GRASS RETAIL, LLC, A Nebraska Limited Liability Company, referred to in this agreement as "BUYER".

R E C I T A L S

SELLER is the owner of all of the petroleum inventory, convenience store inventory, beverage and liquor inventory, shelving, office equipment and other miscellaneous non-fixture personal property and good will, located in the convenience store portion of the building located at 2002 Avenue I, Scottsbluff, Nebraska.

SELLER currently leases the premises in which the convenience store is operated, from Cheema Investments, L.L.C.

The parties have agreed to a sale and purchase of certain assets of SELLER, have agreed to certain contingencies regarding the sale and wish to reduce their agreement to written form.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other valuable consideration, the parties agree as follows:

1. Property. The property which SELLER has agreed to sell and BUYER has agreed to purchase is described as all of the petroleum and fuel inventory contained in the fuel storage tanks located on the premises, all of the convenience store inventory and supply of perishable and non-perishable goods, all inventory of tobaccos products, all beverage inventory including alcoholic and non-alcoholic beverages, all shelving, office equipment, and other miscellaneous

non-fixtured personal property located in the convenience store portion of the premises and all of SELLER'S good will.

2. Purchase Price and Terms of Payment. The purchase price for the property described above will be determined upon the completion of an inventory to determine the value, which will be completed prior to closing by an independent third party, at SELLER'S cost. The entire purchase price shall be paid by BUYER to SELLER at the time of closing as hereafter provided.

3. Personal Property Tax. SELLER will be responsible for and agrees to pay all personal property tax assessed for the year 2021 and prior. Any personal property tax that may be due for 2022, will be pro-rated between the parties to the date possession is given.

4. Default. In the event either party shall default in the performance of the terms and conditions herein, and shall fail to close as required, the non-defaulting party shall have all remedies provided at law or in equity against the defaulting party arising out of the breach, including, without limitation, the right to seek specific performance of the terms of this agreement.

5. Continuation of Business. SELLER agrees that to the fullest extent possible, SELLER will continue the operation of the business through closing, and possession is given to BUYER.

6. Completion of Inventory/Credit Card Sales. Immediately before Closing, the parties will measure the remaining petroleum fuel inventory and determine its price, and will inventory the beverage and non-beverage convenience store items, to determine their cost, which amounts shall be added to the purchase price as provided for herein, to be paid by BUYER at

closing. SELLER shall be entitled to all credit card sale revenues until closing and the parties agree that any credit card sale revenue generated prior to closing shall be paid to SELLER.

7. Post Closing Cooperation. The parties recognize and agree that in the event the execution of any other documents or instruments shall be needed after closing to carry out the purpose of this agreement, facilitate the issuances of licenses, or comply with any regulatory requirements, that they will cooperate in the preparation and execution of the same.

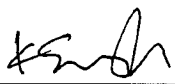
8. Closing, Possession, and Risk of Loss. Closing shall occur on January 31, 2022, which is the date the BUYER is purchasing at closing, SELLER shall execute and deliver to BUYER a proper Bill of Sale for the personal property and equipment sold herein. BUYER will tender payment of the purchase price, and possession of the property will be given to BUYER.

10. Expenses. The expenses incurred in completing this transaction shall be paid by SELLER, except for any cost incurred by BUYER in applying for and obtaining a liquor license.

This contract shall extend to and bind the parties, their heirs, assigns, and personal representatives, and successors in interest.

CHEEMA CAPITAL, LLC, SELLER

GRASS RETAIL, LLC, BUYER

By: 
Kuldip Singh, Member/Manager

By: 
Craig Grass, Member/Manager

RECEIVED
JAN 12 2022
NEBRASKA LIQUOR
CONTROL COMMISSION

Shelf 3

Row 4

- Early times 1.75 (6)
- Knob creek 100 proof 1.75 (7)
- J.P Wisers do you lux 1.75 (4)
- Dewars white label 1.75 (4)

Row 5

- Kessler 1.75 (14)
- Cabin still 1.75 (21)
- Clan McGregor 1.75 (7)

Row 6

- Ezra Brooks 80 proof 1.75 (11)
- Ezra Brooks 90 proof 1.75 (3)
- Canadian mist 1.75 (8)
- Yukon Jack 100 Proof 1L. (7)
- Turn high 1.75 (8)

Shelf 4

Row 1

- Jose Cuervo silver 1.75 (6)
- Jose Cuevo gold 1.75 (7)
- Jose Cuervo platino 1.75 (2)
- El Jimador 1.75 (11)
- Hornitos reposado 1.75 (3)
- Canadian hunter 1.75 (7)

Row 2

- Jack Daniels 1.75(3)
- Passport scotch 1.75 (24)
- Fireball 1.75 (11)

Row 3

- Jaegermeister 1.75 (13)
- Johnny Walker red label 1.75 (7)
- Johnny Walker Black label 1.75 (2)
- Pendleton 1.75 (8)
- Eight seconds 1.75 (12)

Row 4

- Cutty Sark 1.75 (12)
- Where J&B 1.75 (10)
- Jamison 1.75 (8)
- Dewars White Label 1.75 (7)

Row 5

- Old smuggler 1.75 (16)
- Bartons Canadian 1.75 (9)
- Ancient age 1.75 (6)
- House of Stuart 1.75 (8)

Row 6

- Grande Canadian 1.75 (9)
- Kentucky deluxe 1.75 (12)
- Canadian springs 1.75 (14)

Shelf 5

Row 1

- Canadian hunter 1.75 (8)
- Crown royal set 750 (2)
- Canadian club 1858 set 750 (3)
- Kilbeggan set 750 (1)
- Southern comfort set 750 (5)

Row 2

- Crown Royal Apple 1.75 (5)
- Crown royal 1.75 (2)
- Hornitos Plata 1.75 (5)
- Scoresby 1.75 (10)

Row 3

- Seagrams 71.75 (9)
- Seagrams video Canadian 1.75 (8)
- Canadian club 1858 1.75 (12)
- Canadian mist 1.75 (7)
- Captain Morgan tropical punch 175 (4)

Row 4

- potters crown 1.75 (5)
- Southern comfort set 750 (2)
- Windsor Canadian 1.75 (10)
- Black velvet 1.75 (5)

Row 5

- Canadian hunter 1.75 (24)
- Lord Calvert 1.75 (20)

Row 6

- R&R reserve 1.75 (4)
- R&R apple 1.75 (5)
- R&R peach 1.75 (2)
- R&R 1.75 (5)
- James Fox 1.75 (7)

Shelf 6

Row 1

- Canadian club 1858 set 750 (4)
- Jagermeister 1.75 (7)

- Passport scotch 1.75 (11)
- Viuda de Sanchez 1 L (4)
- De Kuyper sour apple pucker 1.75(4)

Row 2

- Southern comfort 100 proof 1.75 (9)
- Southern comfort 1.75 (11)
- Cruzan 1.75 (7)
- One shot of 1.75 (4)
- Burnetts white rum 1.75 (4)

Row 3

- Captain Morgan 1.75 (two)
- Captain Morgan white rum 1.75 (4)
- Captain Morgan long island ice tea 1.75 (4)
- Captain Morgan mai tai 1.75 (4)
- Calypso 1.75 (8)
- Admiral Nelson silver rum 1.75 (4)
- Admiral Nelson 1.75 (3)
- Admiral Nelson Gold rum (4)

Row 4

- Bacardi Lemon 1.75 (6)
- Bacardi gold 1.75 (2)
- Bacardi black 1.75 (7)
- Bacardi superior 1.75 (7) next line Bacardi Oakheart 1.75 (3)
- Black heart 93 proof 1.75 (7)

Row 5

- Castillo 1.75 (8)
- Costillo silver 1.75 (6)
- Costillo Gold 1.75 (8)
- RonDiaz 1.75 (10)
- RinDiaz 93 proof 1.75 (2)
- RonDiaz coconut 1.75 (8)

Row 6

- McCormick rum 1.75 (10)
- Ronrigo Gold 1.75 (3)
- RonDiaz White 1.75 (4)
- Ronrigo Silver 1.75 (11)

Shelf 7

Row 1

- Malibu 1.75 (2)
- Lord Calvert ducks Unlimited 750 (4)
- Jaegermeister Hot ginger 750 (1)
- Jaegermeister Spice 750 (4)
- Phillips blackberry brandy 1.75 (4)

Row 2

- Tanqueray Dry Gin 1.75 (7)
- Barton extra dry gin 75 (11)
- Burnetts dry gin 1.75 (10)
- Gilby's gin 1.75 (5)
- Bombay Sapphire Dry gin 1.75 (3)
- Bombay dry gin 1.75 (4)

Row 3

- Seagrams extra Trajan 1.75 (6)
- Skol dry gin 1.75 (7)
- DeKuyper Hot damn 1.75 (7)
- Hiram Walker peach schnapps 1.75 (4)
- Seagrams extra smooth marker 1.75 (6)

Row 4

- Burnetts Cosmo 1.75 (8)
- Dailies sweet and sour mix 1 L (12)
- Chi-Chi's white Russian 1.5 (2)
- Chi-Chi's strawberry margarita 1.5 (6)
- Chi-Chi's Long Island iced tea 1.5 (3)
- Zing zang bloody Mary mix 32 fl oz (5)
- Chi-Chi's Mojito 1.75 (5)
- UV Silver vodka 80 proof 1.75 (2)

Row 5

- Roses sweetened lime juice 1 L (3)
- Zing zang bloody Mary mix 32 fl oz (6)
- Zing zang bloody Mary mix 59.2 fl oz (1)

- Zing zang strawberry margarita/daiquiri mix 32 fl oz (6)
- Parrot Bay blended mudslide 1.75 (2)
- Hiram Walker peppermint schnapps 1.75 (4)
- Chi-Chi's Mexican mudslide 1.5 (9)
- Jose Cuevo margarita mix 1 L (3)
- New Amsterdam 1.75 (3)

Row 6

- Sysco Imperial strawberry daiquiri/margarita mix 1 L (four)
- Zing zang margarita mix 32 fl oz (10)
- Zing zang Margarita mix 1.75 (5)
- Zing zang mango margarita mix 32 fl oz (5)
- Jose Cuevo pomegranate margarita mix 1.75 (2)
- Canadian hunter 1.75 (18)

Shelf 8

Row 1

- Ursus punch 1.75 (1)
- Grey goose 1.75 (6)
- Grey goose 750 (3)
- Ketel One Citroen 750 (3)
- Ketel one Citroen 1.75 (1)
- Absolute vodka 1.75 (10)

Row 2

- Svedka vodka 1.75 (5)
- Svedka cucumber lime 1.75 (5)
- Gilby's vodka 1.75 (9)
- Pinnacle vodka 1.75 (Eight)
- Smirnoff vodka 1.75 (five)
- Sky vodka 1.75 (8)

Row 3

- platinum 7X1.75 (6)
- Phillips vodka 1.75 (8)
- Burnetts vodka 1.75 (4)
- McCormick vodka 1.75 (3)
- Barton vodka 1.75 (7)

Row 4

- UV Silver 1.75 (4)
- UV limeade 1.75 (9)
- UV blue 1.75 (4)
- Seagrams extra smooth vodka 1.75 (7)
- Tito's vodka 1.75 (5)
- New Amsterdam 1.75 (4)
- Wave vodka 1.75 (one)
- Wave frosted cinnamon bun vodka 1.75 (4)

Row 5

- Fleischmanns vodka 1.75 (10)
- Fris vodka 1.75 (7)
- Sköl vodka 1.75 (13)
- Absolute vodka 1.75 (8)

Row 6

- chi-Chi's piña colada mix 1.5 (13)
- Chi-Chi's Mexican mudslide 1.5 (4)
- Chi-Chi's margarita mix 1.5 (one)
- Jose Cuevo's margarita mix 1.75 (2)
- Jose Cuervo strawberry margarita mix some 1.75 (four)
- Chi-Chi's long island ice tea 1.5 (3)
- Phillips vodka 1.75 (3)
- Phillips peppermint schnapps 1.75 (3)

Shelf 8

Row 1

- Hiram walker triple sec 60 proof 750 (4)
- Hiram Walker triple sec 30 proof 750 (3)
- Hiram Walker peach Schnapps 750 (3)
- Hiram walker amaretto 750 (3)
- Walker pomegranate schnapps 750 (4)
- Ryan's Irish cream 750 (2)
- Carolans Irish cream 750 (1)
- Baileys almond milk 750 (3)
- Baileys Irish cream 750 (4)
- Kahlúa 70 proof midnight 750 (1)
- Saint Brendan's Irish cream 750 (4)
- Frangelico hazelnut 750 (2)
- BOLS candycane 750 (3)
- Hiram Walker crème de menthe 750 (4)
- Kamora Coffee 750 (1)
- Crown Royal vanilla 750 (4)
- Crown royal black 750 (4)
- Crown royal 750 (4)
- Patron reposado 750 (3)
- Petrone silver 750 (3)
- Paddy Irish whiskey 1 L (four)
- Jamison Irish whiskey 750 (3)
- Jamison black barrel 750 (4)
- Johnny Walker High rye 750 (5)
- Johnny Walker red label 750 (3)
- Johnny Walker Black label 750 (4)
- Knob creek rye whiskey 100 proof 750 (6)
- Jack Daniels Tennessee fire 750 (4)
- Jack Daniels Tennessee honey 750 (3)
- Jack Daniels Tennessee whiskey 750 (8)
- Cinerator cinnamon whiskey 750 (4)
- Fireball cinnamon whiskey 750 (12)
- Jaegermeister Cold brew coffee 750 (5)
- Jaegermeister hot ginger 750 (5)
- Jaegermeister 750 (3)
- Jaegermeister spice 750 (4)
- Presidente 750 (4)
- Hornitos reposado 750 (5)
- Hornitos plata 750 (5)

- E&J brandy 750 (4)
- E&J Grand blue 750 (3)
- The Dubliner Irish whiskey 750 (1)
- Bacardi lemon 750 (4)
- Bacardi Limon 750 (2)
- Bacardi raspberry 750 (2)
- Bacardi banana 750 (3)
- Bacardi black 750 (4)
- Bacardi oak heart spiced rum 750 (1)
- Bacardi gold 750 (5)
- Bacardi Oak heart Smooth space room 750 (8)
- Bacardi superior 750 (3)
- Malibu 750 (3)
- Malibu watermelon 750 (4)
- Seagrams extra smooth Vodka 750 (10)
- New Amsterdam 750 (4)
- Wave vodka 750 (4)
- Ketel one Citroen 750 (3)
- Absolute vodka 750 (7)
- Absolute grapefruit 750 (2)
- Stolichnaya vodka 750 (3)
- Fris Vodka 750 (5)

Row 2

- DeKuyper cactus juice 750 (2)
- DeKuyper Blackberry brandy 750 (3)
- Phillips peppermint schnapps 750 (3)
- DeKuyper peppermint schnapps 750 (5)
- Hiram Walker peppermint schnapps 750 (5)
- Hiram Walker sour apple schnapps 750 (5)
- Hiram Walker sour apple schnapps 1 L (two)
- Hiram walker creme de cacao 750 (1)
- Hiram Walker peach brandy 750 (4)
- Hiram Walker apricot brandy 750 (4)
- DeKuyper cactus juice 750 (3)
- Hiram Walker blackberry brandy 750 (3)
- DeKuyper Blackberry brandy 750 (3)
- Du Boucher Blackberry brandy 1 L (2)
- Pendleton whiskey 750 (Eight)
- Eight seconds 750 (6)
- Screwball peanut butter whiskey 750 (1)
- Sheepdog peanut butter whiskey 750 (8)
- Tullamore dew Irish whiskey 750 (Two)
- Jim Beam vanilla 750 (5)
- Jim Beam Apple 750 (3)

- Jim Beam peach 750 (3)
- Jim Beam Jacobs ghost 750 (5)
- Jim Beam red stag 750 (3)
- Jim Beam orange 750 (5)
- Jim Beam fire 750 (5)
- Jim Beam honey 750 (5) to say next line Jim Beam 750 (3)
- Jim Beam rye 750 (2)
- Bird dog peach whiskey 750 (6)
- Bird dog peanut butter whiskey 750 (6)
- Bird dog strawberry whiskey 750 (4)
- Bird-dog black cherry whiskey 750 (6)
- Bird-dog blackberry whiskey 750 (7)
- Bird dog apple whiskey he (7)
- Bird dog peach whiskey 750 (6)
- Korbel brandy 750 (3)
- Korbel xs 750 (4)
- E&J brandy 750 (4)
- E&J VS 750 (7)
- E&J apple 750 (3)
- parrot Bay coconut 750 (11)
- Captain Morgan silver rum 750 (9)
- Admiral Nelson's Cherry spice 750 (4)
- Admiral Nelson Space room at 750 (5)
- Blackheart 93 proof 750 (3)
- Captain Morgan spiced rum 750 (7)
- platinum 7X 750 (5)
- Svedka vodka 750 (6)
- Tito's vodka 750 (8)
- Smirnoff vodka 750 (4)
- Smirnoff vanilla vodka 750 (4)
- Smirnoff blueberry vodka 750 (4)
- Smirnoff pink lemonade vodka 750 (2)
- Smirnoff citrus vodka 750 (4)
- Beard off whipped cream vodka 750 (4)
- Skyy infusions blueberry 750 (5)
- Three olives vodka 750 (4)
- Burnetts vodka 750 (8)

Row 3

- DeKuyper sour apple pucker 750 (2)
- Fulton's harvest pumpkin pie 750 (3)
- DeKuyper tropical pineapple 750 (6)
- DeKuyper triple sec 750 (5)
- DeKuyper butter shots 750 (3)
- DeKuyper Hot damn 750 (5)

- Dr. McGillicuddy's butterscotch 750 (1)
- Dr. McGillicuddy's wild grapes 750 (2)
- Dr. McGillicuddy's Raw vanilla 750 (5)
- Dr. McGillicuddy's cherry 750 (4)
- Dr. McGillicuddy's mentholmint 750 (5)
- Rare J&B 750 (5)
- Canadian club 1858 750 (8)
- Dewars White label 750 (4)
- Cinerator cinnamon whiskey 750 (3)
- Rich and rare 750 (6)
- Wild Turkey 101 750 (8)
- Tin cup 750 (3)
- Evan Williams 750 (4)
- Evan Williams honey 750 (3)
- Evan Williams cherry 750 (4)
- Evan Williams peach 750 (3)
- Evan Williams fire 750 (2)
- Evan Williams 750 (2)
- Southern comfort 100 proof 750 (5)
- Southern comfort 750 (7)
- Kentucky deluxe 750 (5)
- El Tesoro blanco 750 (3)
- Cazadores blanco 750 (2)
- Pepe Lopez silver 750 (3)
- Pepe Lopez gold 750 (4)
- Montezuma silver 750 (4)
- Montezuma gold 750 (5)
- Cabin fever maple whiskey 750 (1)
- El jimador reposado 750 (5)
- El jimador silver 750 (2)
- El Tesoro reposado 750 (4)
- Tanqueray dry gin 750 (7)
- Seagrams extra dry Jen 750 (4)
- Bombay dry GEN 750 (8)
- Bombay Sapphire 750 (1)
- Cruzan aged rum 750 (5)
- Cruzan light rum 750 (3)
- Cruzan aged Romans 750 (3)
- Cruzan guava rum 750 (5)
- Cruzan strawberry rum 750 (4)
- Cruzan blueberry lemonade rum 750 (9)
- Cruzan coconut rum 750 (4)
- Kuya Fusion rum 750 (2)
- Goldschlager 750 (9)
- UV whipped 750 (2)
- UV Cherry 750 (1)

- UV blue 750 (3)
- UV silver 750 (6)
- Pinnacle whipped 750 (3)
- Pinnacle 750 (8)
- Pinnacle citrus 750 (8)

Row 4

- DeKuyper sour apple pucker 750 (5)
- DeKuper Watermelon pucker 750 (2)
- DeKuyper peach tree 750 (5)
- Phillips butter scotch schnapps 750 (4)
- Cask and cream temptation 750 (1)
- BOLS apricot brandy 750 (4)
- Hiram Walker black cherry 1 L (2)
- 99 bananas 750 (7)
- French kiss 750 (3)
- Kinky red 750 (2)
- Alize Gold passion 750 (2)
- 40 creek barrel select 750 (2)
- Everclear 750 (4)
- Canadian Spring 750 (5)
- Windsor Canadian 750 (3)
- Northern lights 750 (5)
- black velvet 715 (4)
- Canadian club reserve Aged 9 years 750 (6)
- Canadian club classic age 12 years 750 (1)
- Makers Mark 750 (6)
- Seagram seven 750 (8)
- Canadian mist 750 (4)
- Lord Calvert 750 (6)
- Beams 8 star 1 L (seven)
- Early times 750 (8)
- Jose Cuevo traditional silver 750 (1)
- Jose Cuervo reposado 750 (5)
- Jose Cuevo traditional plata 750 (5)
- Jose Cuevo silver 750 (2)
- Jose Cuervo Gold 750 (4)
- Tequila rose strawberry 750 (11)
- Sauza silver 759 (5)
- Sauza gold 750 (4)
- Rum chata 750 (10)
- Gilby's gin 750 (5)
- Bartons extra dry gin 750 (3)
- McCormick gin 750 (7)
- Country club gin 750 (10)

- Effen blood orange 750 (1)
- Ronrigo gold 750 (4)
- Ronrigo silver 750 (5)
- Phillips black 100 750 (6)
- Gilby's vodka 750 (8)
- French kiss 750 (11)
- Smirnoff 750 (9)
- Platinum 7X 750 (1)
- Burnetts Vodka 750 (3)
- Skyy vodka 750 (3)
- Ultimat vodka 750 (2)

Boxes on the side

- Seagrams VO 1.75 (two cases +3)
- Jim Beam 1.75 (two cases +3)
- Jose Cuervo Gold & silver 1.75 (two cases+1 gold & 1 silver)
- pinnacle vodka 750 (2 cases +9)
- Lord Calvert 1.75 (three cases)
- Sailor Jerry 1.75 (one case +4)

- Yellow tail Merlot 24 bottles
- Yellowtail Shiraz 24 bottles
- Yellow tail seven cases Cabernet Sauvignon
- Five cases yellowtail Merlot
- 15 cases sky Wadkar 50 ML's
- ENG 751 case
- Hiram walker 1.752 cases
- Call Rich on the rail 175 6cases
- J&B scotch 1.75 L four cases
- Blackberry brandy 751 case
- Hiram walker blackberry brandy four cases 750
- Seagrams 7. 2 cases 175
- Chi-Chi's mudslide two cases
- Dekiyper sorry Apple one case
- Old crew two cases 175
- The Kuipers 1705 four cases
- Seagrams VO seven cases 175
- Bacardi 750 3 cases
- Bacardi superior 175 one case
- Cutty Sark 175 3cases
- Yeager Meister 1.75 L four cases
- Evan Williams 175 2cases
- Fireball 175 3 cases
- Fireball 750 mL three cases
- Canadian club 750 9 year old one case
- Hiram walker paper bird shit off two cases 175
- Eight seconds three cases 175
- Four cases 750 Fireball
- Four cases Pandolton 750
- Admiral Nelson 750 One case
- Canadian club regular 751 case
- Captain Morgan 175 4 cases
- Makers mark 175 L one case
- Evan william bourbon 4 750 cases
- Pendleton 1.75 L four cases
- Jim beam 1.75 L two cases
- Grand Canadian 1.75 L one case
- Load Calvert 750 mL four cases
- Phillips vodka 1.75 L six cases
- Pinnacle vodka three cases 1.475 L
- Passport scotch four cases 1705
- Lord Calvert 175 leader five cases
- Wild Turkey 101 4 cases 175
- Sailor Jerry 1.75 L three cases
- Black velvet 1.75 L two cases
- Southern comfort hundred proof five cases 1.75 L

- Canadian spring one. 75 L seven cases
- Fleshman vodka 1.75 L 10 cases
- Pinnacle vodka 1.75 L five cases
- Evan William 750 mL one case
- Bacardi 75 one case
- Evan Williams flavors for cases 750 ML
- Canadian mist 750 one case
- Kentucky deluxe 1.75 L one
- Canadian spring one. 75 L one case
- Canadian Spring 1.75 L nine bottles
- This is the south wall west side the storage room

Middle aisle west side

- 48 bottles of crown black 750 ML
- Four bottles crown vanilla 750
- Alan William Honey 75 bottle
- Nine bottles crown royal 750 ML
- Three bottles crown apple 1.75 L
- Captain Morgan 1754 bottles
- Canadian club 1.75 L one bottle
- Canadian hunter 1.75 L one bottle
- Baht in Canadian four bottles 175
- Canadian mist three bottles one. 75 L
- Maker mark one. 75 L one bottle
- Canadian spring one. 75 L 4btl
- Rich and Ray Apple one bottle 1.75
- Three bottles Canadian club 1.75 L
- 20 bottles Jack Daniels honey 1.75 L
- Admiral Nelson silver rum 1.75 L one bottle
- Eight second 1.75 L three bottles
- Seagrams seven real 1.75 L two bottles
- Old Smuggler one. 75 L five bottles
- Southern comfort 1.75 L of 4 bottles
- Ezra brook 1.75 L five bottles
- Or the smuggler one. 754 bottles
- Jack Daniels honey 1.75 L one bottle
- Adrian Hunter Canadian Hunter four bottles 1.75 L
- Add them all Nelson fight bottle one. 75 L
- One bottle of Jack Daniels honey 1.75 L

Middle aisle Westside second row from the top

- 25 bottles of wild Turkey 101 750 ML
- Six bottle Canadian club 750
- Northern light 754 bottles
- Jack Daniel 750 mL two bottles
- J&B scotch 750 mL four bottles
- Bacardi Limon 10 bottles 750 mL
- Three bottles Evan William Cherry
- 19 bottles Evan William Cherry 750 mL
- 20 bottles Bacardi Oakheart 750 ML
- Six bottles 750 Bacardi gold
- Three bottles Bacardi Oakheart glass
- Three bottles of Bacardi Barada 750 ML
- Six Bacardi raspberry 750 ML
- Bacardi superior seven bottles 750
- 18 bottles Johnny Walker Black 750 ML
- Six bottle Johnny Walker red label 1.75 L
- One bottle Canadian hunter one. 75 L
- Two bottles Southern comfort 100 proof 1705
- Seven bottles 750 ML Amarado Hiram walker
- Five bottles Dekiyper peppermint schnapps 750 ML
- Seven bottles Dr. McGillicuddy 750 ML
- Southern comfort 1.75 L original four bottles
- 20 bottles Dekiyper triple sec 750 ML
- Dekiyper pineapple seven bottle 750 ML
- Dekiyper cactus juice five bottles 750 ML
- Hiram walker apple 1 750 ml
- Hide and walk peppermint snap 11 bottle 750

Middle aisle west third row from top

- Jack Daniel fire seven bottles 750 ML
- Evan william peach eight bottles
- Southern comfort hundred proof 750 mL 11 bottles
- Jim beam peach 1716 bottles
- Admiral Nelson 750 ml 3bottel
- Captain Morgan Gold six bottles 750 ML
- Captain Morgan silver two bottles of white rum
- Captain Morgan 1.75 L bottles nine bottles
- Seagrams seven 750 ML five bottles
- Canadian spring 75. 2 bottles
- Lord Calvert 750 ML nine bottles
- Black velvet 750 ML eight bottles
- Yukon Jack 1 L 100 proof six bottles

- Blackheart 93 proof six bottles
- Lord Calvert 750s two bottles
- Bar Canadian one. 75 L one bottles
- Cruzan agave rum pink seven bottles 750 ML
- 10 bottles Cruzan aged rum gold 750 mL
- 11 bottle Cruzan rum silver 750 mL
- John Jamison black barrel Irish 750 mL black one bottle
- Dekiyper apple 14 bottles 750
- Call Walker Amarado three bottles 750 ML
- Hiram walker apricot 750 ml
- Dekiyper flavor blackberry brandy 14 bottles 750 ML
- Hi Walker blackberry brandy 750 plastic bottle four
- Bullles candy cane five bottles 750 mL
- The Kuipers peppermint 16 bottle 750 mL
- The Kuiper cactus juice 14 bottles 750 ML
- Hot Dam six bottle 750 ML

Middle aisle fourth row from top

- Instant age 750 mL five bottles
- Jim Beam orange seven bottles
- Jim Beam ghost 11 bottles
- Jim beam regular 13 bottles
- Jim beam red stag 11 bottles
- All above are 750 ML's
- Jim Beam vanilla five 750 ML
- Jim beam fire four bottles 750 ML
- Jim Beam Apple one case
- Jim Beam vanilla three bottles
- Captain Morgan 756 models
- Johnny Walker red 750 mL five bottles
- Jim Beam red stag two bottles
- Evan Williams nine bottles
- Johnny Walker red 750 mL four bottles
- Country club gin four bottles 1 L
- Phillips butterscotch one bottle 750 mL
- Peach tree 750 mL to bottles dkuper
- Canadian club nine year old 750 mL three bottles Dekiyper apple pucker 750 mL three bottles
- Hiram walker peppermint 753 bottles
- Pendleton 750 mL four bottles
- Dr. Miguel Kari mental mint seven bottle 750 mL
- Hiram walker peach flavor Schnapp 750 mL four bottle
- Hiram walker apricot 15 bottles
- The Kuipers sour Apple nine bottles 750
- Old Crow 1.75 L one bottle

- Dekiyper Triple sack nine bottles 750 ml

Middle aisle fifth row from top

- Yukon Jack 750 mL 12 bottles 750 mL
- Windsor Canadian 750 mL glass five bottles
- Early times 750 mL glass bottle one
- Early time 750 mL plastic bottles eight
- Makers mark 17 bottle 750 mL
- One bottle tin cup
- 11 bottle northern light Canadian 750 mL
- Dr. Madoo Miguel Kari cherry five bottles
- Yeager master spice 750 mL five bottles
- Dekiyper peach tree 6bottles 750 ML
- Dr. Miguel Kari Cherry six bottles 750 mL
- ENJ Brandi 750 mL glass eight bottles

Middle aisle bottom row

- Eight bottle Beam eight star leaders
- 40 Creek nine bottles 750 ML
- Casadores tequila one bottle 750 mL
- Bola 750 apricot flavor six bottles
- John James Irish whiskey nine models 750 ML
- Sailor Jerry 1.75 L one bottle
- 33 bottles makers mark 750 mL
- Korbel brandy 11 bottles 750 ML
-
- Canadian mist 1.75 L seven bottles
- One bottle Dewars scotch 175 L
- ENJVS6 bottles
- E & J Axl two bottles two cases Evan William flavors 750 mL Apple
- Two cases of 50 mL of Pendleton 50 mL
- One sleeve of Seagrams VO 50 mL

Back room

Side 1

- Franzia chillable red 5 L (four cases)
- Frenzia Crisp white 5 L (three cases)
- Francia Moscato 5 L (one case)
- Franzia sunset blush 5 L (three cases)
- Francia Pinot Grigio colombar 5 L (3)
- Franzia Merlot 5 L (one)
- Franzia Chardonnay 5 L (one case)
- Franzia fruity red sangria 5 L (one case +2)
- Franzia dark red blend 5 L (one case)
- Relax riesling 750 (One case)
- Risata moscato 750 (3 cases)
- Shutter home sweet red 750 (one case)
- barefoot Pinot Grigio 750 (2 cases)
- Barefoot Moscato 750 (one case)
- Hornitos reposado 750 (6 cases)
- relax cool read 750 (one case)
- Relax riesling 750 (One case)
- Jose Cuervo traditional plata 750 (1 case)
- Canadian club reserve nine years 750 (4 cases)
- DeKuyper peppermint schnapps 750 (one case)
- Admiral Nelson 750 (one case)
- Ron Rico white rum 750 (one case)
- Ryans Irish cream 750 (two cases +5)
- Sauza Gold 750s (two cases)
- Sauza Gold (one case)
- Bacardi superior 750
- Evan Williams 750(two case)
- Sauza Silver 1 L (Two cases)
- Evan Williams fire 750 (8)
- Sauza silver 750 (one cases)
- Sauza silver 1L (one case)
- Tanqueray dry gin 1.75 (two cases)
- Calypso 1.75 (six cases)
- Everclear 750 (10)
- Smirnoff 1.75 (four cases)
- Fris Vodka 1.75. (Two cases)
- Smirnoff 750 (2 cases)
- Tito's vodka 1.75 (two cases)
- absolute vodka 1.75 (three cases)
- Fris Vodka 750 (2 cases)
- Ronrigo silver 1.75 (one case)

- Ronrigo Gold 750 (one case)
- MD 2020 red group 750 (one case)
- Bombay dragon 1.75 (one case)
- Evan Williams 750 (one case)
- Bacardi Limon 750 (one case)
- Seagrams extra dry gin 1.75 (5)
- Seagrams extra smooth vodka 1.75 (four cases)
- Castello gold 1.75 (Four cases)
- Castillo spice from 1.75 (six cases)
- Gilbeys Gin 1.75 (three cases)
- Stolichnaya 750 (one case)
- Barton vodka 1.75 (four cases)
- McCormick Vodka 1.75 (fifteen cases)
- Rum chata 750 (two cases)
- Sauza 750 (two cases)
- Jaegermeister 375 (one case)
- Admiral Nelson 750 (one case)
- Tito's vodka 750 (one case)
- Tito's vodka 1.75 (two cases)
- Bombay Sapphire Dry gin (teo cases)
- Burnetts vodka 750 (one case)
- Skol vodka 1.75 (six cases)
- Burnetts dry gin 1.75 (three cases)
- Platinum 7X 1.75 (14 cases)

Middle rack

Row 1

- Lord Calvert ducks on limited 750 (3)
- Southern comfort gift set 750 (55)
- Jose Cuevo's platino 750 (3)
- 10 high 1.75 (4)
- Juarez gold 1.75 (2)
- Castello silver 1.75 (15)
- Castillo gold 1.75 (4)
- Passport scotch 1.75 (8)
- Castello spiced 1.75 (1)
- Montezuma gold 1.75 (1)
- Jose Cuevo silver 1.75 (2)
- Pepper Lopez gold 1.75 (3)
- Montezuma silver 1.75 (1)

Row 2

- pinnacle vodka 750 (29)
- Crown royal peach 750 (3)
- Three olives vodka 750 (7)
- Smirnoff whipped cream 750 (5)
- Pinnacle whipped 750 (5)
- Platinum 7X 715 (7)
- New Amsterdam 750 (7)
- Jose Cuevo margarita set 750 (5)
- Sauza gold 750 (37)
- Pepe Lopez a goal to 750 (7)
- Pepe Lopez silver 750 (9)
- Stella Rosa strawberry 750 (1)
- Horneitos plata 750 (5)
- Alize gold passion 750 (5)
- Horneitos reposado 750 (9)
- el jimador 750 (5)
- Jose Cuevo traditional plata 750 (1)
- Montezuma silver 750 (3)
- El Tesoro reposado 750 (5)
- Cruzan coconut rum 750 (3)
- Parrot Bay 750 (1)
- Sauza silver 750 (3)
- Relax cool red blend 750 (9)

Row 3

- Fris vodka 750 (35)
- Seagrams extra smooth vodka 750 (3)
- New Amsterdam 750 (5)
- Platinum 7X 1.75 (Three)
- Tito's vodka 750 (1)
- Pinnacle 1.75 (1)
- Smirnoff vanilla 750 (7)
- Smirnoff citrus 750 (1)
- Smirnoff blueberry 750 (1)
- Smirnoff pink lemonade 750 (7)
- Grey goose 750 (1)
- Absolute vodka 750 (four)
- Barton vodka 1.75 (2)
- Svedka vodka 1.75 (C1)
- Jose Cuevo Traditional 750 (1)
- Sauza silver 750 (3)
- Stolichnaya 750 (9)
- Hornitos reposado 1.75 (2)
- Jose Cuervo Gold 750 (2)
- Jose Cuervo traditional reposado 750 (1)

- Saint Brendan's Irish cream 750 (15)
- Bombay dry gin 1.75 (2)
- Bombay dry gin 750 (3)
- Patron reposado 750 (One)
- Patron silver 750 (3)
- Paddy Irish whiskey 1 L (seven)
- Gallo vermouth 750 (6)
- Jaegermeister cold brew 750 (4)
- DeKuyper sour apple pucker 750 (2)
- Hiram Walker crème de menthe 715 (1)
- Malibu 750 (9)
- Malibu watermelon 750 (8)

Row 4

- UV blue 750 (4)
- Tito's vodka 1.75 (1)
- Svedka vodka 1.75 (2)
- Jaegermeister cold brew 750 (two cases)
- DeKuyper Peppermint schnapps 750 (1)
- Paddy Irish whiskey 1 L (3)
- UV blue 1.75 (3)
- Makers Mark 750 (1)
- Sauza gold 1.75 (1)
- Ronrigo gold 750 (3)
- Fris vodka 750 (1)
- Baileys almond milk 750 (8)
- Baileys Irish cream 750 (5)
- Hiram walker sour apple 750 (2)
- Ronrigo gold 750 (3)
- Montezuma gold 1.75 (4)
- Bird-dog black cherry 750 (3)
- Evan Williams Cherry 750 (1)
- Ronrigo silver 750 (3)
- Tanqueray gin 750 (1)
- Bird dog peanut butter whiskey 750 (3)
- Bird dog black cherry gift set 750 (3)
- Kahlúa 750 (2)
- Jameson 1.75 (1)
- Relax pink Rosie 750 (2)
- Kentucky deluxe 750 (3)
- Bird-dog BlackBerry 750 (3)
- Johnny Walker high rye 750 (7)
- Captain Morgan tropical punch 1.75 (two)
- Korbel Brandy 750 (5)
- House of Stewart 1.75 (1)

- Captain Morgan mai tai 1.75 (1)

Row 5

- French kiss 715 (eight)
- Fris 750 (two)
- UV silver 750 (three)
- Svedka 750 (11)
- Black heart 1.75 (2)
- Gilbert's vodka 750 (1)
- Cazadores blanco 750 (1)
- Calypso 1.75 (3)
- Barton extra dry gin 750 (11)
- Sky vodka 1.75 (1)
- Gilbeys gin 750 (1)
- Gilbeys gin 1.75 (4)
- Seagram's extra dry gin 750 (4)
- Jim Beam red stag 750 (3)
- Chi-chis Long Island iced tea 1.5 (2)
- Passport scotch 1.75 (2)
- Calypso 1.75 (1)
- Northern lights 750 (1)
- Bird dog strawberry whiskey 750 (2)
- Arbor mist pink mascato 750 (3)
- Boone's strawberry hill 750 (11)
- Captain Morgan Long Island iced tea 1.75 (1)
- Jim beam red stag 750 (5)
- Ketel one Citroen 750 (4)
- Barton's Canadian 1.75 (1)

Row 6

- grey goose 750 (7)
- Skyy vodka 750 (7)
- Tito's vodka 750 (2)
- Castello spiced 1.75 (3)
- Castello gold 1.75 (1)
- Gilbeys gin 1.75 (4)
- Tanqueray gin 750 (15)
- Carlo Rossi sangria 4 L (1)
- Skol gin 1.75 (1)
- Burnett's dry gin 1.75 (1)
- Barton's Canadian 1.75 (2)
- Goldshlager 750 (10)
- Tanqueray gin 1.75 (1)

Wine inventory

Shelf 1

Row 1

- Nighthawk gold buttery Chardonnay Bota box 3 L (5)
- Kendall Jackson Sauvignon Blanc 750 (13)
- Kendall Jackson Cabernet Sauvignon 750 (one)
- Kendall Jackson avant Chardonnay 750 (4)
- Chateau Michelle Riesling 750 (5)
- Wild Bill 750 (4)
- Red ass rhubarb 750 (1)
- Yellowtail Moscato 750 (8)
- Yellow tail big bold red 750 (3)
- Yellow tail Shiraz 750 (7)
- Yellow tail Shiraz Grenache 1.5 L (six)
- Yellowtail Chardonnay 750 (2)
- Yellowtail sweet red roo 750 (4)
- Yellowtail sangria 750 (1)
- Yellowtail Pinot Grigio 750 (11)
- Yellowtail Pinot noir 750 (3)
- Yellowtail Riesling 750 (4)
- Yellowtail Chardonnay 750 (1)
- Yellowtail pink Moscato 750 (13)
- Yellowtail Merlot 750 (12)
- yellow tail Cabernet Sauvignon 750 (2)
- Yellow tail moscato 750 (8)
- Yellow tail Shiraz 750 (5)
- yellowtail Pinot noir 750 (Four)
- Relax riesling 750 (6)
- Relax cool red blend 750 (8)
- Relax Pinot Grigio 750 (3)
- relax pink Rosie 750 (4)
- Stella Rosa black cherry 750 (7)
- Stella Rosa Stella peach 750 (6)
- Stella Rosa platinum French vanilla 750 (3)
- Stella Rosa watermelon 750 (3)
- Stella Rosa pineapple 750 (11)
- Stella Rosa red 750 (9)
- Stella Rosa blackberry 750 (4)
- Newman's own Pinot noir 750 (3)
- Common good red 750 (7)
- Newman's own merlot 750 (11)

Cooler

- Stella Rosa Stella peach 759 (2)
- Jaegermeister 375 (5)
- Jaegermeister 200 (15)
- Jaegermeister 750 (3)
- Fireball 750 (2)

Shooter behind the counter

- 10 cases of southern comfort 50 mL hundred proof
- Seven cases Jose Cuervo 50 mL
- 14 cases Fireball 50 ML
- Seven cases Yukon jack 50 ML under the counter
- Old office back liquor room
- 99 brands 50 ML four cases
- Eight cases Southern comfort 50 ML
- One case whistler 50 ML
- Eight models 375 mental mint Dr. McGillicuddy
- One case 24 pack bottles John Jameson Irish whiskey 375
- One case Jose car war 50 ML
- One case of 99 bananas 50 ML
- One case 50 ML PASS0a
- 375 Bacardi 24 pack One case
- Makers mark 375
- case 24 pack bottles
- Three cases Smirnoff 50 ML
- Three cases fireball 50 ML
- One case Yukon jack 750
- One cases fireball 200 ML
- Two cases Pendleton 375
- Four cases of Jack Daniels 50 ML
- Pre-kisses with Jack Daniel 375
- Three cases of Southern comfort 375
- Four cases Jose Corvo 50 ML's
- Three cases of Jack Daniel 375
- Three cases of Jim Beam 375
- 3 cases Jaeger master 375
- One cases for Jager Meister 750
- Six cases of Jager Meister cold brew 50 ML's
- 36 bottles of cold brew Jager Meister 12 200 ML
- 18 sleeps of sailor Jerry 50 ML
- Two bottles of Glen Levitt 750 ML
- Two cases of Seagrams VO
- 15 sleeves of fireball Jack Daniel 50 ML
- Seven sleeves of Jose Corvo 50 ML
- One case of Evan William 375

Back office north wall

- Yukon jack three bottles 375

- Jim beam peach 20 bottles
- Jim Beam vanilla 23 bottles 375
- Jim beam peach 13 bottles 375
- Nine bottles sailor Jerry 375
- 42 bottles of sailor Jerry 200
- 13 bottles of George Dickel 375s
- Five models of rich in rare 375
- 31 bottles of rich and rare 37 fives
- 18 bottles of Jack Daniel 375
- 33 bottles of Jack Daniel 200
- 49 bottles Barton Canadian whiskey 37 fives
- Jaeger master 13 bottle of 375 ML
- Barton vodka 200 mL 50 bottles
- Barton vodka 375 milliliter 18 bottles
- Kentucky deluxe 218 bottles
- One bottle Buchanan decide deluxe 750
- 21 bottles Philip vodka 375 mL
- Absolute vodka 12 bottles 375
- Smirnoff 200 9 bottles
- Hornitos what is tequila 375 24 bottles bottles gold
- Juanito silver 24 bottle
- Al humidor 11 bottle 375 ml
- Cruising rum 375 24 bottles
- Smirnoff 24 bottles of 375 vodka
- Three cases of Smirnov 375 mL

West wall in the office those three shelves

- 12 bottles of patron 750 mL orange box
- 10 bottle of Yeager Master 375 mL
- Four bottles of hard time dekuper
- Six bottles of Hennessy 750 ML
- Three bottles of Barnett 37 fives
- Four bottles of Tangarey 375 gin
- 11 models of Tangarey 200 mL
- 15 bottles of Barton gin
- 10 bottles of rum Chatta 375
- Two bottle of Chivas regal 750 ML
- Two bottles of coral 1800 200
- One bottles of Seagram seven vodka 375
- 12 bottles of tequila rose 200 mL
- Remy Martin three bottles of 375
- One bottle of Kawasia 375
- Three bottles of rum Grandier
- 15 models of Grey goose 200
- 18 bottles of Gregor 375

- One bottles Evan Williams 1783
- Sauza Silver 375 14 bottles
- 32 bottles of Everclear 375 mL
- Three bottles of Effen vodka
- Three bottles or gold Schlager
- Six bottles of B and a B7 150 ML
- 12 bottles of Tito 375
- 24 bottles of Tito's 200 ML
- Seagrams seven 200 mL 20 bottles
- Seagrams seven 375 mL nine bottles

Now the south wall in the old office top shelf

- Four bottles of Glenfiddich 750
- Seven bottle of Remi Martin 750 mL
- LAPHROAIG scotch 6bottles 750 ML
- Two bottles of Seagrams seven 375 mL
- 23 bottles of Lord Calvert 200 mL
- 26 bottle of Southern comfort 200 mL
- Kentucky deluxe seven bottles 375 mL
- 13 bottles of Dr. Miguelcuddy mental meant 375
- Old Crow 16 bottle 200 mL
- 54 bottles of crown vanilla 200 mL
- Seven bottle of crown apple 200
- 42 bottles of crown royal 375 in plastic
- Three bottle of crown royal 375 in glass
- Dekiyper peppermint snops 200 mL 23 bottles
- Dekiyper Apple pucker 11 bottles 375
- Hot damn Dekiyper 300 775 mL 24 bottles
- Peach tree 375 mL the Kuiper 18 bottles
- Seven bottle of Skoal vodka 375
- Eight bottles of McCormick vodka 375 mL
- Two bottles of captain Morgan silver 375 mL
- Hiram walker peppermint schnapps 26 bottles 200 mL
- Makers mark 375 mL 14 bottles bottles
- Fox Canadian 200 ml 31 bottles
- Canadian spring 14 bottles of 200 ML
- Windsor Canadian 36 bottles of 200 ML
- When's the Canadian 375 mL 26 bottles
- Who's the curable 375 mL 20 bottles
- Jose Corvo 375 mL gold 26 bottles
- Jose 200 ml 36
- Two bottle of crown 375 mL
- Bottle of Kentucky deluxe 375 mL
- Smirnoff 375 mL 6bottles
- Bacardi select dark 10 bottles 375 mm

- McCormick 22 bottles 200 ml

Bacardi 200 mm light 51 bottles

- Two bottles of crown apple 200
- 61 bottles of Bacardi silver 375 ml
- Two bottles of Bacardi Limon 375 mm
- 29 bottles of John Jameson Irish whiskey 375 mm
- Two bottles Novela tequila 375
- DISARONNO one bottle of 750 ML and five bottles of 200 ML
- E & J peach 10 bottles 375
- Clan Mcgaga scotch 33 bottles
- Call Vassier VS cognac 11 borrow 375 mm
- 6bottles a Pendleton 375 mm liters
- 18 bottles of Canadian Springs 375 Mili liters
- 18 bottles of crown vanilla 375 mm
- 20 bottles of fireball 375 mm
- 30 bottles of fireball 200 Mili liters
- 42 bottles of black velvet 375 Mili liters
- 34 bottles of black velvet 200 mm
- 16 bottles of fox 200
- 13 bottles a fox 375
- One case of Jack Daniels 50 mL

Back rack by coolers

Row 1

- MD 2020 electric watermelon 750 (10)
- MD 2020 blue raspberry 750 (8)
- MD red grape wine 750 (14)
- MD orange Jubilee 750 (8)
- MD 2020 banana read 750 (8)
- Boones fuzzy navel 750 (4)
- Boone strawberry daiquiri 750 (3)
- Boones sangria 750 (9)
- Boone Strawberry Hill 750 (8)
- Martini and Rossi vermouth 750 (4)
- Gallo extra dry vermouth 750 open for it parentheses five)
- Moon Mountain coastal citrus vodka 750 (1)
- Devotion black and blue 750 (1)

Row 2

- Shutter home sangria four pk 187 (4)
- shutter home Chardonnay four pk 187 (5)
- shutter home Pinot Grigio 4 pk 187 (1)
- Gallo family Merlot 4 pk 187 (3)
- Gallo family white Zinfandel four pk 187 (6)
- roses sweetened lime juice 739 (five)
- Roses grenadine 379 (7)
- DeKuyper blustery peppermint schnapps 1.75 (1)

Row 3

- Gallo family Chardonnay four pk 187 (7)
- Gallo family Moscato four pk 187 (7)
- Tippy cow orange cream 750 (3)
- Zing zang bloody Mary mix 32 fl oz (10)

Row 4

- Mike-Arita classic lime 1 pint (6)
- Long branch bloody Mary zinger 32 go oz (One)
- SYSCO Imperial strawberry daiquiri/margarita mix 1 L (3)
- Roses sweeten lime juice 739 (6)
- Rosa sweetened lime juice 1 L (2)
- Roses grenadine 739 (8)
- Zing zang Margarita mix 1.75 (7)

- Zing zang Margarita mix 32 fl oz (13)

Shooter rack

Row 1

- Jaegermeister 50 (21)
- Jaegermeister Cold brew 50 (17)
- Pendleton 12 pack 50 (4)
- Southern comfort hundred proof 12 pack 50 (4)
- Passoa 50 (10)
- New Amsterdam pink Whitney 50 (9)
- Jack Daniels Tennessee fire 50 (12+ 2 10 pack)
- Jack Daniels Tennessee Apple 10 pack 50 (1)
- Passoa 5 pack 50 (2)
- Jose Cuevo gold 10 pack 50 (2)
- Jose Cuevo silver 10 pack 50 (3)

Row 2

- Jose Cuervo Gold 10 pack 50 (two)
- Jose Cuevo silver 10 pack 50 (7)
- Captain Morgan white rum 10 pack 50 (3)
- Captain Morgan spiced rum 10 pack 50 (1)
- Seagram's VO 10 pack 50 (8)
- Three olives rosé 10 pack 50 (4)
- Three olives pineapple 10 pack 50 (1)
- Canadian club 1858 10 pack 50 (1)
- Yukon Jack hundred proof 12 pack 50 (2)
- Yukon Jack hundred proof 10 pack 50 (1)
- Sailor Jerry 10 pack 50 (8)
- Wild turkey American honey 10 pack 50 (3)
- McCormick 10 pack 50 (1)
- Blue chain They spiced rum 10 pack (2)
- Rich and rare 12 pack 50 (3)
- Deep eddy peach 12 pack 50 (1)
- Kinky tropical fusion 10 pack (1)
- E&J V.S 12 pack 50 (2)
- Rich and rare peach 12 pack 59 (3)
- Lord Calvert peach 10 pack 50 (1)
- Ice 101 root beer 12 pack (3)
- Ice 101 banana 12 pack 50 (1)
- Jim Beam Apple 10 pack 50 (2)
- Sauza gold 10 pack (one)

- Wicked pickle 10 pack 50 (1)
- Blue chain Bay Keylime rum 10 pack 50 (2)
- New Amsterdam pink Whitney 5 pack 50 (3)
- 99 watermelon 12 pack 50 (3)
- 99 cherry limeade 12 pack 59 (1)
- 99 apples 12 pack 50 (2)
- 99 peppermint 12 pack 50 (2)
- 99 fruit punch 12 pack 50 (3)
- 99 black cherry 12 pack 50 (3)
- 99 grape 12 pack 50 (1)
- 99 mystery 12 pack 50 (1)
- 99 root beer 12 pack 50 (1)
- 99 blue raspberry 12 pack 50 (1)
- 99 mango 12 pack 50 (1)
- 99 lemon lime 12 pack 50 (1)

Row 3

- Seagram's VO 10 pack 50 (8)
- Captain Morgan white rum 10 pack 50 (7)
- Ice 101 grape 12 pack 50 (1)
- Sauza Silver 10 pack 50 (1)
- New Amsterdam pink Whitney 10 pack 50 (3)
- Three olives rosé 10 pack 50 (1)
- Deep eddy peach 12 pack 50 (1)
- Lord Calvert peach 10 pack 50 (2)
- Parrot Bay 10 pack 50 (2)
- Canadian club 1858 10 pack 50 (4)
- Yukon Jack hundred proof 12 pack 50 (2)
- Sailor Jerry 10 pack 50 (3)
- blue chain bay coconut rum 12 pack 50 (1)
- Tuaca 10 pack 50 (1)
- Jim Beam Apple 10 pack 50 (1)
- Wheatley vodka 12 pack 50 (1)
- Jose Cuervo silver 10 pack 50 (2)
- Windsor Canadian black cherry 10 pack 50 (one)
- Rich in rare peach 12 pack 50 (1)
- Smirnoff 10 pack 50 (one)
- Ice 101 root beer 12 pack 50 (1)
- Sauza gold 10 pack 50 (1)
- Calypso 12 pack 50 (1)
- Goldschlager 12 pack 50 (1)
- 99 blue raspberry 12 pack 50 (4)
- 99 banana 12 pack of 50 (2)
- 99 peanut butter 12 pack 50 (1)
- 99 mystery 12 pack 50 (1)

- 99 peach 12 pack 50 (3)
- 99 grape 12 pack 50 (1)
- 99 apple 12 pack 50 (2)
- 99 root beer 12 pack 50 (2)
- 99 black Cherry 12 pack 50 (3)
- 99 watermelon 12 pack 50 (3)
- 99 peppermint 12 pack 50 (2)
- Pendleton 12 pack 50 (6)

Row 5

- Jose Cuevo gold 10 pack 50 (6)
- Seagram's VO 10 pack 50 (9)
- Skyy vodka 10 pack 50 (9)
- Jack Daniels 10 pack 50 (5)
- Jack Daniels honey 10 pack 50 (2)
- Captain Morgan white rum 10 pack 50 (1)
- Three olives rose 10 pack 50 (1)
- Southern comfort 100 proof 12 pack 50 (6)
- Sheep dog peanut butter 12 pack 50 (1)
- Wild turkey American honey 12 pack 50 (one) next line Jose Cuervo 10 pack 50 (2)
- Yukon Jack hundred proof 12 pack 50 (3)
- Jim beam Apple 10 pack 50 (1)
- Country club 10 pack 50 (2)
- Passoa 5 pack 50 (4)
- 99 peach 12 pack 50 (1)
- 99 blue raspberry 12 pack 50 (3)
- 99 mystery 12 pack 50 (1)
- 99 black cherry 12 pack 50 (3)
- 99 lemon lime 12 pack 50 (1)
- 99 watermelon 12 pack 50 (5)
- 99 root beer 12 pack 50 (2)
- 99 peppermint 12 pack 50 (2)
- Pendleton 12 pack 50 (3)

Chi chi's bucket

- chi chi piña colada 187 (15)
- Blue chain be banana rum 12 pack 50 (2)
- Blue chain bay mango rum 12 pack 15 (1)
- Blue chain bay pineapple 50 (5)
- Blue chain be coconut spiced rum 50 (8)
- Blue chain Bay coconut rum 50 (2)

Bucket of shooters

- Fireball 10 packs 50 (21)
- Country club vodka 10 pack 50 (1)
- 99 peppermint 12 pack 50 (2)
- Skyy vodka 10 pack (1)
- Southern comfort 100 proof 12 pack 50 (2)
- Kinky tropical fusion 10 pack 50 (1)
- UV Cherry 10 pack 50 (1)
- Seagram's VO 12 pack 15 (two)
- Ice 101 Apple 12 pack 50 (1)
- 99 blue raspberry 12 pack 15 (two)
- Canadian club 1858 10 pack 50 (1)
- Wheatley vodka 10 pack 50 (1)
- 99 black Cherry 12 pack 50 (2)
- Ice 101 banana 12 pack 50 (1)
- Calypso coconut rum 10 pack 50 (1)
- 99 lemon lime 12 pack 50 (1)
- Deep eddy orange 12 pack 50 (1)
- Rich and rare 12 pack 50 (1)
- Three olives cucumber lime 10 pack 50 (1)
- 99 peppermint 12 pack 50 (2)
- 99 root beer 12 pack 50 (1)
- E&J V.S 10 pack 50 (1)
- 99 peanut butter 12 pack 50 (2)
- Goldschlager 12 pack 50 (2)
- Jim beam apple 10 pack 50 (1)
- Jim beam 10 pack 50 (2)
- Blue chain bay spiced rum 12 pack 50 (1)
- Jose Cuervo silver 10 pack 50 (3)
- Windsor Canadian black Cherry 10 pack 50 (1)
- Captain Morgan white rum 10 pack 50 (2)
- Sauza gold 10 pack 50 (2)
- Whicked pickle 10 pack 50 (1)
- Deep eddy sweet tea 12 pack 50 (1)
- Ice 101 grape 12 pack 50 (1)
- Kinky blue 10 pack 50 (2)
- Rich and rare peach 12 pack 50 (2)
- Deep eddy lemon 12 pack 50 (1)
- Deep eddy ruby red 12 pack 50 (1)
- Smirnoff 10 pack 50 (2)
- Captain Morgan 10 pack 50 (3)
- Jose Cuervo gold 10 pack 50 (3)
- Yukon Jack 100 proof 12 pack 50 (2)
- Jack Daniels Apple 10 pack 50 (1)
- E&J V.S.O.P 10 pack 50 (1)

Freezer

- southern comfort 100 proof 50 (11 + 1 12 pack)
- Goldschlager 50 (6+ 2 12 packs)
- Fireball 50 (6)
- 99 root beer 50 (3)
- 99 black cherry 50 (1)
- Jim beam black 50 (1)
- Yukon Jack 100 proof 50 (2)
- 99 banana 50 (1)
- Deep eddy vodka 50 (1)
- Wheatley vodka 50 (1)
- Ice 101 root beer 50 (1)
- Kinky tropical fusion 50 (1)
- Jose Cuervo silver 50 (1)
- E&J V.S.O.P 50 (2)
- Jim beam Apple 50 (1)
- Country club vodka 50 (2)
- Rich and rare apple 50 (1)
- Seagram's VO 50 (3)
- Jim beam 50 (1)
- Pendleton 50 (1)
- Admiral Nelson 50 (1)
- Canadian club 1858 50 (1)
- Daily pop tails 12 pack (2)

Extra boxes and shooters

- Seagram VO 50 (2 cases)
- Jose Cuervo gold 50 (3 cases)
- Yukon Jack 50 (1 case)
- Rich and rare 12 pack 50 (3)
- three olives pineapple 10 pack 50 (3)
- Wild turkey American honey 12 pack 50 (one)
- parrot Bay 10 pack 50 (1)
- Captain Morgan 10 pack 50 (3)
- UV cherry 10 pack 50 (3)
- Yukon Jack 12 pack 50 (2)
- Three olives Rosie 10 pack 50 (1)
- Passoa 5 pack 50 (2)

Behringer white Merlot 2
Behringer pink Moscato eight
Beringer Moscato 11
Beringer Red Moscato seven
Beringer White Zinfandel Moscato 11
Beringer red crush 13
Beringer pink Moscato nine
Beringer White Zinfandel nine
Neumanns own Merlot two
Neumanns own Pinot noir one
Beringer White Merlot eight
Beringer White Zinfandel Moscato eight
Francis Coppola blue label Merlot seven
Chapelle soft read 2
Woodbridge riesling two
Woodbridge California Merlot four
Yellowtail Cabernet Sauvignon 3
Tisdale Merlot 4
Tisdale White Zinfandel 21
Tisdale California Merlot 11
Apothic winemakers blend eight
Apothic white 6
Cupcake Sauvignon blanc 5
Funf sweet red one
Funf Moscato six
Fairbanks cream sherry six
Barefoot fruitscato peach 11
Barefoot Cabernet Sauvignon 8
Woodbridge California Moscato 1
Barefoot fruitscato 5
Barefoot strawberry fruitscato 20
Barefoot blueberry fruitscato 4
Barefoot red moscato 8
Barefoot Riesling 15
Francia Chardonnay 3
Ozeki sake 4
Bella sera Pinot Grigio 5
Bella sera rosso 1
Glen Ellen reserve white Zinfandel 3
Eco domani Pinot Grigio 4
Eco domani moscato 5
Black swan Chardonnay 3
Black swan Shiraz 3
Black swan Pinot Grigio 2
Black swan reisling 2

Dark horse merlot 11
 Gallo family 1.5 l Chardonnay
 Bogle Chardonnay 10
 Bogle petite Shiraz 4
 Bogle Merlot 15
 Little penguin Pinot noir 5
 Celsius 13 4
 Saint M reisling 6
 Fetzer gewurztraminer 2
 Jacobs creek moscato 5
 Moscato 1
 Jacobs creek Cabernet Merlot 1
 Turning leaf white Zinfandel 4
 Sutter home pink moscato 16
 Sutter home white Zinfandel 8
 Sutter home sweet red 16
 Sutter home Merlot 8
 Sutter home moscato 15
 Nathanson creek 1.5 Chardonnay 2
 Folie a deux 5
 Cellar number 8 Zinfandel 5
 Barefoot rose 9
 Barefoot Pinot Grigio 4
 Barefoot Chardonnay 1
 Barefoot Cabernet Sauvignon 7
 Barefoot Merlot 3
 Barefoot sweet red blend 11
 Franzia white Zinfandel 5
 Franzia Merlot 5
 Franzia sunset blush 4
 Franzia Pinot Grigio colombard 5
 Gallo 1.5 l sangria 5
 Gallo 1.5 l Chardonnay 1
 Gallo 1.5l moscato 1
 Ernest and Julio Gallo Chardonnay 4
 Gallo twin valley Shiraz
 Gallo twin valley white Zinfandel 2
 Rex Goliath moscato 5
 Rex Goliath moscato 5
 Rex Goliath free range red 1
 Rex Goliath red moscato 1
 Rex Goliath pink moscato 14
 Redwood white Zinfandel 3
 Yellow tail moscato 8
 Yellow tale Shiraz 3
 Insurrection red blend 3

Yellow tail 1.5l Shiraz Grenache 3
 Mogen david concord 13
 Morgen david 1.5l blackberry 5
 Mogen david blackberry 10
 Arbor mist moscato 9
 Arbor mist peach moscato 6
 Arbor mist white Zinfandel 6

 Arbor mist blackberry Merlot 8
 Nathanson creek 1.5l white Zinfandel 1
 Arbor mist exotic fruit white Zinfandel 6
 Robert mondavi private collection Chardonnay 1
 Barefoot Pinot Grigio 3
 Gnarly head Cabernet Sauvignon 5
 Gnarly head Pinot noir 1
 Gnarly head Pinot Grigio 7
 Gnarly head Chardonnay 10
 Gnarly head authentic red 6
 Carlo Rossi 4l blush 4
 Carlo Rossi 4l rhine 6 white
 Carlo Rossi 4l sweet sangria 6
 Carlo Rossi 4l sangria 4
 Carlo Rossi 4l paisano 4
 Daily's poptails variety pack 12@3.38 oz 5
 Yellow tail sangria bubbles 2
 Sparkletini Italian Spumante 4
 Franzia 5l Pinot Grigio 2
 Franzia 5l Chardonnay 5
 Franzia 5l white Zinfandel 12
 Franzia 5l sunset blush 4
 Franzia 5l Cabernet sauvignon 7
 Franzia 5l Crisp white 4
 Franzia 5l chillable red 9
 Franzia 5l burgundy 3
 Franzia 5l Merlot 3
 Franzia 5l moscato 7
 Franzia 5l dark red blend 5
 Franzia 5l fruity red sangria 5
 Barefoot 3l moscato 4
 Barefoot 3l rose 3
 Barefoot 3l Pinot noir 4
 Naked grape 3l moscato 1
 Black box 3l rose 3
 Black box 3l red sangria 3
 Black box 3l Cabernet Sauvignon 6
 Nighthawk gold 3l buttery Chardonnay 1

Gancia moscato d asti 4
Cooks champagne brut 3
Risata red moscato sweet red 10
Risata moscato d asti 14
Fizz 56 4
Robert mondavi private selection Chardonnay 6
Avant- Chardonnay 9
Martini and Rossi asti 13
Riunite raspberry 6
Riunite Lambrusco 14
Riunite blanco 7
Riunite moscato 10
Riunite sangria 6
Riunite 1.5l bianco 10
Riunite Rosato 9
Andre extra dry 15
Andre Spumante 11
Andre strawberry 7

FURNITURE, FIXTURES, EQUIPMENT INVENTORY

All furniture, fixtures, cash register, shelving, coolers, and anything and everything that is located within the store that is needed by BUYER to operate a convenience store.

LIQUOR INVENTORY

RECEIVED

JAN 12 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

Shelf 1/25

Dekuyper 750 (11)

Dekuyper 750 (11)

Dekuyper 750 (11)

Dekuyper 750 (11)

Phillips 750 (7)

Dekuyper 750 (11)

Dekuyper 750 (11)

Hiram Walker 750 (11)

Dr. McGillicuddy 750 (10)

Dr. McGillicuddy 750 (6)

Goldschlager 750 (11)

Hiram Walker 750 (11)

Tequila 750 (11)

Tequila 750 (11)

Johanne 750 (11)

Johanne 750 (11)

Johanne 750 (11)

Johanne 750 (11)

Johanne 750 (11)

Johanne 750 (11)

Johanne 750 (11)

Glenfiddich 750 (11)

Highland 750 (11)

Chivas Regal 750 (11)

Caphrean 750 (11)

Aberlour 750 (11)

Corn Acre 750 (11)

Row 1

Row 2

Shelf 7 / P4

Captain Morgan Rum 375 (1)

Crown Royal 375 (2)

Crown Royal 375 (3)

Crown Royal 375 (4)

Crown Royal 375 (5)

Makers Mark 375 (6)

Hennessey 750 (7)

Remy Martin 375 (8)

Remy Martin 375 (9)

Jack Daniels 375 (10)

Jack Daniels 375 (11)

Jack Daniels 375 (12)

Jack Daniels 375 (13)

Fireball 375 (14)

Fireball 375 (15)

Captain Morgan Rum 375 (16)

Captain Morgan Rum 375 (17)

Evan Williams 375 (18)

Yukon Jack 375 (19)

Sailor Jerry 375 (20)

Sailor Jerry 375 (21)

Black Velvet 375 (22)

Black Velvet 375 (23)

Southern Comfort 375 (24)

Southern Comfort 375 (25)

Southern Comfort 375 (26)

George Dickel 375 (27)

Row 3

Row 4

Conc

Club 1858 375 (10)

Row 5

Shelf 4 / 14.7
 Smirnoff 375 (1)
 Smirnoff 375 (1)
 McCormick 375 (1)
 McCormick 375 (1)
 Barten 375 (1)
 Barten 375 (1)
 Skel 375 (1)
 Skel 375 (1)
 Phillips 375 (1)
 Abstract 375 (1)
 Christian 375 (1)
 Tit's 375 (1)
 Tit's 375 (1)
 Pendleton 375 (1)

Jagermeister 375 (1)

Jagermeister 375 (1)

James 375 (1)

James 375 (1)

Kentucky 375 (1)

Kentucky 375 (1)

Lord Calum 375 (1)

Lora Calum 375 (1)

Conrad 375 (1)

Conrad 375 (1)

Windsor 375 (1)

Windsor 375 (1)

Rich & 375 (1)

Rich & 375 (1)

Tang 375 (1)

Tang 375 (2)

Row 6

Shelf 2 / 11 / 1

Jack Daniels Bourbon Whisky 750 (1)

Rum Chata 375 (5)

EverClear 375 (5)

Effen 375 (5)

Effen Back Country 375 (5)

Effen Green Apple 375 (5)

Basil Hayden's 750 (5)

Ciroc 750 (5)

Disaronno 750 (5)

Disaronno 375 (5)

Spey burn 750 (5)

Jameson 375 (5)

The Glenlivet 750 (5)

Buchanan's James 750 (5)

The Glenlivet 750 (5)

Bushmills 750 (5)

Remy Martin 375 (5)

Hp notig 375 (5)

Jose Cuervo 750 (5)

Jack Daniels Tennessee Whisky 375 (11)

Casa Noble 375 (5)

1800 Silver 375 (5)

1800 Silver 750 (3)

Patrón Ancho 750 (5)

Patrón Reposado 750 (5)

Patrón Silver 375 (5)

Don Julio Silver 750 (5)

Patrón Xó Cado 375 (5)

Herradi

Sauza

Sauza

Posado 750 (2)

300 (3)

375 (10)

J
3
R

Shelf 2 / 12

Knob Creek 375 (5)

Bacardi Cordon 375 (5)

Bacardi Select 375 (5)

Bacardi Gold 375 (5)

Bacardi Superior 375 (5)

Bacardi Superior 375 (5)

Bacardi Limon 375 (5)

Hornitos Reposado 375 (5)

Hornitos Plata 375 (5)

el Jimador Tequila 375 (5)

Jose Cuervo Gold 375 (5)

Jose Cuervo Silver 375 (5)

Jose Cuervo Blanco 375 (5)

Seagram's 375 (5)

Grey Goose 375 (5)

Grey Goose 375 (5)

Cruzan 375 (5)

Seagram's 375 (5)

Ancient Age 375 (5)

Ancient Age 375 (5)

Jim Beam 375 (5)

Jim Beam 375 (5)

Jim Beam 375 (5)

Jim Beam 375 (5)

Jim Beam 375 (5)

Jim Beam 375 (5)

B + B 75 (5)

Jim Beam 375 (5)

Shelf 2/25/3

Burnetts Dry Gr 200 (10)

Burnetts Dry Gr 375 (10)

Barton Extra Dry Gr 375 (10)

Seagram's Extra Dry Gr 375 (9)

Clan MacGregor 375 (5)

Clan MacGregor 375 (1)

Christian Brothers 375 (3)

E & J 200 (1)

Paul Masson Red Berry 200 (3)

E & J Peach 375 (10)

E & J 375 (4)

Courvoisier 200 (15)

Courvoisier 5 (2) 375 (3)

Courvoisier 200 (1)

Old Crow 200 (7)

Passport Scotch 375 (3)

Paul Masson Peach 375 (5)

Shelf 2

Pepi Lopez 100 (75 25)

Pepi Lopez 100 (75 25)

Santa Gold 100

Montezuma 100 (75 25)

Montezuma 100 (75 25)

Santa Silva 100

Juarez 100 (75 25)

Jim Beam 100 (75 25)

Evan Williams 100 (75 25)

Evan Williams 100 (75 25)

Jack Daniels Tennessee Whiskey 100 (75 25)

Jack Daniels 100 (75 25)

Jack Daniels Tennessee Whiskey 100 (75 25)

Old Creek 100

Jim Beam 100 (75 25)

Maker's Mark 100

CHECK LIST**Neb. Rev. Stat. §53-132 (Reissue 2016)**

Council should determine the propensity of whether or not to grant the liquor license that has been requested. In that regard, suitability and fitness and the following four criteria are most important:

- (2)(a) Applicant is fit, willing and able to provide the service proposed.
- (2)(b) Applicant can conform to all laws.
- (2)(c) Applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure conformance with law.
- (2)(d) Issuance of the license is or will be required by the present or future public convenience and necessity.

In making its determination Council may also consider as the Nebraska Liquor Control Commission will consider, the following. The Council should not base its recommendation on any of the following criteria, but may chose to comment to the Commission about one or more of the criteria:

- (3)(b) Citizen's protest.
- (3)(c) Existing population/growth.
- (3)(d) The nature of the neighborhood around the location.
- (3)(e) Existence of other licenses.
- (3)(f) Existing motor vehicle and pedestrian traffic in the vicinity.
- (3)(g) Adequacy of existing law enforcement.
- (3)(h) Zoning restrictions.
- (3)(i) Sanitary conditions.
- (3)(j) Whether the type of business or activity proposed will be consistent with the public interest.

*OTHER COUNCIL CONCERNS

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin E Spencer, Chief of Police
Date: 3/1/2022
Re: Application for Class D Liquor License, number 124728 in the name of Grass Retail, LLC dba: Shortstop, 2002 Ave I, Scottsbluff, Nebraska 69361

AUTHORITY: The Scottsbluff Police Department reports specific information to the City Council whenever a liquor license application is presented. The information furnished by the Police Department conforms to Chapter 53, Reissue Revised Statutes of Nebraska 1943, and Section 53-132, which outlines the factors which the Commission may consider in granting a liquor license.

COMMENTARY

53-132: Section 2

(A) The applicant is fit, willing and able to properly provide the service proposed within the city where the premises described in the application are located:

A background investigation was conducted on Craig and Nikki Grass as a means to determine their fitness to hold a liquor license. Craig reported the following criminal convictions; speeding and reckless driving tickets in 1983-1985 in Dawes County, Driving Under the Influence 1996 or 1997 Scotts Bluff County, Failure to use seatbelt 2004 Scotts Bluff County, Reckless driving 2006 Scotts Bluff County, Disturbing the peace 2008 Scotts Bluff County, and Violated load contents 2017 Scotts Bluff County. Nikki Grass reported having one criminal conviction for Driving under the influence 2008 Scotts Bluff County. I did not find any other convictions for either Craig or Nikki.

Considering all the information gathered, none of the criminal convictions are disqualifying and all happened several years ago, I find no reason to believe the applicant is not fit to hold a liquor license.

(B) The applicant can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices.

On Thursday, February 24, 2022 Craig and Nikki Grass appeared before the City of Scottsbluff Liquor License Holders Investigatory Board to answer questions regarding their application. Craig told us that there is currently one other employee at the business other than Nikki and himself. Craig told us that they are hoping to hire at least one more, adding that none of the previous employees wanted to stay and work for them. Craig told us that he currently has all of the alcohol that they purchased from the previous owner locked in a room, secured in the cooler, or covered on the shelf. There were several questions regarding the inventory and the lack of an inventory attached with the application. Craig told the board that there were two inventories done, one was turned in with a "Temporary License Permit," that was denied and another done by a third party

hired by the seller that inventoried the entire store. There was much discussion regarding the legalities of Craig and Nikki's ability to sell the beer and alcohol inventory. Chairman of the Board Russ Knight told Craig Grass that they would not be able to sell the beer inventory and would have to destroy it. Craig told the board that he will reduce the business's focus on alcohol making it more of a convenience store. Craig told me in a later conversation that he already removed much of the alcohol advertising from the store's windows and replaced it with non-alcohol product advertising. On February 25th, 2022 we received an inventory of the alcohol from the Nebraska Liquor Commission.

Based on the questions surrounding the inventory the board decided to take no action thus making no recommendation to the city council.

The applicant appears to have the ability and willingness to conform to language within the Nebraska Liquor Control Act.

- (C) The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensed business can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:**

Craig and Nikki told us that the business does have security cameras and an intrusion alarm. Craig stated that Nikki and he will be responsible for the inventory and ordering all of the alcohol. Nikki added that any overstock of alcohol will be kept in a locked room in the back of the business. Craig and Nikki both explained that they have a point of sale system that requires employees to scan an alcohol purchaser's identification prior to proceeding with the sell. Craig told the board that everyone is required to show identification adding that any employee who would sell alcohol to a minor would be terminated immediately.

- (D) The issuance of the license is or will be required by the present or future public convenience and necessity:**

The business is a convenience store that has existed at this location for several years.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

- (E) The existence of a citizen's protest made in accordance with Section 53-133:**

There have been no known citizen protests of this business.

- (F) The nature of the neighborhood or community of the location of the proposed licensed premises:**

The business is located at 2002 Ave I, Scottsbluff, Nebraska. It is the type of business that will attract customers when open, seven days a week Sunday through Saturday. Its location is easily accessible and convenient for customers. I would not anticipate any issues with location.

- (G) The existence or absence of other retail licenses or bottle club licenses with similar privilege within the neighborhood or community of the location or the proposed licensed premises.**

There is one other businesses of this type in the close proximity that has liquor license.

- (H) The existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises:**

Although no recent traffic studies have been completed regarding motor vehicle traffic of the general area, the traffic flow is not of a concern at this time nor is pedestrian traffic.

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 33 full time officers in the department and handled approximately 17,073 calls for service in 2021. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a priority to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

(J) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest:

(K) Adequate staffing and training, as well as close supervision of patrons are important. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.

EXHIBIT IV

Memo

Date: March 7, 2022

To: Honorable Mayor McKerrigan and Members of the City Council

From: Kimberley Wright, City Clerk

CC: Elizabeth Loutzenhiser & Kevin Spencer, Interim City Managers

Re: Grass Retail, LLC d/b/a Shortstop, 2002 Avenue I, Scottsbluff, NE

The city clerk is required by ordinance to report specific information to the city council whenever a liquor license application hearing is held.

Following are the existing licenses, their class, address and proximity to other licensed premises:

Class of License

Class A	Beer only, for consumption on premises
Class B	Beer only, for consumption off premises
Class C	Alcoholic liquors, for consumption on and off premises
Class D	Alcoholic liquors, including beer, for consumption off premises
Class I	Alcoholic liquors, for consumption on the premises
Class IB	Alcoholic liquors, for consumption on the premises and beer only for consumption off premises.
Class L	Craft Brewery (Brew Pub)
Class W	Wholesale beer
Class Z	Microdistillery
Catering	Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

Class A Licenses

Restaurants

Mast Enterprises, Inc. dba Arthur's Pizza	2203-07 Broadway
---	------------------

Total Class A Licenses 1

Class B Licenses

Convenience Stores

Total Class B Licenses 0

Class C Licenses

Restaurants

El Charrito Restaurant & Lounge, Inc .
Tangled Tumbleweed
Las VII Americas Tortilleria
Flyover Brewing Company (Catering)
27th Street Bro's, LLC d/b/a Brothers 27th Street Wings and
Burgers (Catering)

802 21st Avenue
1823 Ave. A
1619 East Overland
1824 Broadway
2621 5th Avenue

Hotel/Motel

Holiday Inn Express

1821 Frontage Rd.

Taverns/Lounges

Hight's Tavern
Shots Bar and Grill
Bob's Garage & Bar
RSK Frontside, LLC dba Frontside
Racks Sports Bar, LLC (Catering)

20 West 18th Street
705 East Overland
1907 Broadway
1001 Avenue I
1402 East 20th St.- Suite B

Retail

Panhandle Cooperative Assn. (Catering)
Kelley's Liquor (Catering)

401 S. Beltline Hwy West
817 West 27th Street

Clubs

Elks BPO Lodge 1367 (Catering)

1614 1st Avenue

Bowling Alleys

TOTAL CLASS C LICENSES 14

Class D Licenses

Grocery Stores

Safeway of Western Nebraska
Panhandle Coop Assn.

601 Broadway
3302 Ave. B

Convenience Stores

East "O" Watering Hole
Scottsbluff Watering Hole
Big Bats
Git N Split
Cheema's Gas & Liquor
Route 26 Mart
Maverik Stores Inc.,
Walgreens
Western Travel Terminal
Essential Fuel

503 East Overland
121 W 27th Street
902 West Overland
506 West 27th Street
2002 Avenue I
1722 E 20th Street
920 West 36th St.,
205 West 27th Street
822 South Beltline Hwy W
2319 East Overland

Liquor Stores

Dermer's
Cigarette Chain

1311 E Overland Dr.
323 East Overland

Discount/Grocery Stores

Target (Catering)
Wal-Mart Supercenter #867
TOTAL CLASS D LICENSES

16

1401 Frontage Rd.
3322 Avenue I

CLASS I LICENSES

Restaurants

Rosita's (Catering)
Applebees
Chili's Grill & Bar
Wonderful House Restaurant
Ole, LLC
San Pedro Mexican Restaurant
Sam & Louie's Pizzeria (Catering)
16TH Empire
Taco Town
Prime Cut
Goonies Sports Bar & Grill

1205 East Overland
2302 Frontage Rd.
826 West 36th St.
829 Ferdinand Plaza
1901 East 20th Street
23 West 27th St.
1522 Broadway
1605 Ave A
1007 West 27th St.
305 West 27th St.
1802 East 20th Place

Hotel/Motel

Hampton Inn & Suites
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26
902 Wintercreek Dr.

TOTAL CLASS I LICENSES 13

CLASS IB LICENSES

Nightclub

Marez, LLC d/b/a Oasis

TOTAL CLASS IB LICENSES

1

1722 Broadway

Class L Licenses

Flyover Brewing Company

TOTAL CLASS L LICENSES

1

1824 Broadway

Class W Licenses

Wholesale

High Plains Budweiser

TOTAL CLASS W LICENSES

1

2810 Ave M

Class Z Licenses

Great Plains Distillery (Catering)

TOTAL CLASS Z LICENSES

1

213 West Railway St.

TOTAL LICENSES	
Class A	1
Class B	0
Class C	14
Class D	16
Class I	13
Class IB	1
Class L	1
Class W	1
Class Z	1
TOTAL LICENSES	48

Memo

Exhibit V

Date: February 22, 2022
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Dustin Rief
Re: Class "D" Liquor License Application
Shortstop
2002 Ave. I
Scottsbluff, NE 69361

Action:

Grass Retail, LLC, DBA Shortstop have applied for a new liquor license.

The Development Services Department is required by Article 1, Chapter 11 of the Scottsbluff Municipal Code to report specific information to the Mayor and City Council whenever a liquor license application hearing is held. In accordance with that directive the following information is offered:

- (1) The property at 2002 Avenue I is situated in a C-2 (Neighborhood and Retail Commercial) zoning district where retail stores and services are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances. The properties to the south, north, and east are zoned R-1a (Single Family Residential) and the property to the west is zoned O & P (Office & Professional).
- (2) The off street parking requirements are 1 space for every 500 square feet of building space is required for general commercial use. The building is 2700 square feet. The occupancy has access to at least 5 off street parking spaces as required by ordinance. This requirement is found in 25-5-1 (18) of the City's Municipal Code of Ordinances.
- (3) The use of this property is consistent with a C-2 zone.
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) According to the 2020 census the population of Scottsbluff is approximately 14,417.