

Pima County Clerk of the Board

Robin Brigode

Julie Castañeda
Deputy Clerk

Administration Division
130 W. Congress, 5th Floor
Tucson, AZ 85701
Phone: (520)724-8449 • Fax: (520)222-0448

Document and Micrographics Mgt. Division
1640 East Benson Highway
Tucson, Arizona 85714
Phone: (520) 351-8454 • Fax: (520) 791-6666

July 11, 2016

Terry Jay Kyte
Bisbee Breakfast Club
4131 W. Ina Road
Marana, AZ 85741

RE: Arizona Liquor License No.: 12104447
d.b.a. Bisbee Breakfast Club

Dear Mr. Kyte:

Enclosed is a copy of the Affidavit of Posting relative to your Liquor License Application for a Series 12, Restaurant, which was received in our office on June 13, 2016. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, August 2, 2016, at 9:00 a.m. or thereafter, at the following location:

Pima County Administration Building
Board of Supervisors Hearing Room
130 W. Congress, 1st Floor
Tucson, AZ 85701

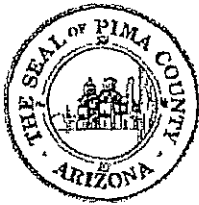
Should you have any questions pertaining to this matter, please contact this office at (520)724-8449.

Sincerely,

A handwritten signature in cursive script that reads "Robin Brigode".

Robin Brigode
Clerk of the Board

Enclosure



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TO: Development Services, Zoning Division

FROM: Alina Bárcenas *ARB*
Administrative Support Specialist

DATE: June 14, 2016

RE: Zoning Report - Application for Liquor License

Attached is the application of:

Terry Jay Kyte
d.b.a. Bisbee Breakfast Club
4811 E. Sunrise Drive, No. 165
Tucson, AZ 85718

Arizona Liquor License No. 12104447
Series 12, Restaurant
New License X
Person Transfer
Location Transfer

ZONING REPORT

DATE: 6/14/16

Will current zoning regulations permit the issuance of the license at this location?

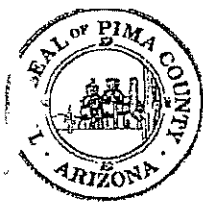
Yes ☒ No ☐

If No, please explain:

[Signature]
Pima County Zoning Inspector

When complete, please return to cob_mail@pima.gov

2016 JUN 14 PM 1:00
ARB



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Julie Castañeda
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Tucson, Arizona 85714
Phone: (520) 351-8454 • Fax: (520) 791-6666

TO: Pima County Sheriff's Department
Investigative Support Unit

FROM: Alina Bárcenas *ACB*
Administrative Support Specialist

DATE: June 14, 2016

RE: Sheriff's Report - Application for Liquor License

Attached is the application of:

Terry Jay Kyte
d.b.a. Bisbee Breakfast Club
4811 E. Sunrise Drive, No. 165
Tucson, AZ 85718

Arizona Liquor License No. 12104447
Series 12, Restaurant
New License X
Person Transfer
Location Transfer

SHERIFF'S REPORT

DATE: 06/17/16

Is there any reason this application should not be recommended for approval?

- NOTHING NOTED

[Signature] #1226
Investigative Support Unit Supervisor

When complete, please return to cob_mail@pima.gov

ACB



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

16 JUN 9 11:41 PM 201

16-12-9255

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 This application is for a:

- ☐ Interim Permit (Complete Section 5)
☒ New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
☐ Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
☐ Location Transfer (Bars and Liquor Stores Only)
(Complete Section 2, 3, 4, 11, 13, 14, 16)
☐ Probate/ Will Assignment/ Divorce Decree
(Complete Sections 2, 3, 4, 9, 13, 14, 16)
(Fee not required)
☐ Government (Complete Sections 2, 3, 4, 10, 13, 16)
☐ Seasonal

SECTION 2 Type of Ownership:

- ☐ J.T.W.R.O.S. (Complete Section 6)
☐ Individual (Complete Section 6)
☐ Partnership (Complete Section 6)
☐ Corporation (Complete Section 7)
☒ Limited Liability Co (Complete Section 7)
☐ Club (Complete Section 8)
☐ Government (Complete Section 10)
☐ Trust (Complete Section 6)
☐ Tribe (Complete Section 6)
☐ Other (Explain) _____

SECTION 3 Type of license

1. Type of License: 12 - RESTAURANT LICENSE # 12104447

SECTION 4 Applicants

1. Individual Owner/Agent's Name: KYTE TERRY JAY P1076344
Last First Middle
2. Owner Name: SUNRISE BREAKFAST CLUB, LLC 81056828
(Ownership name for type of ownership checked on section 2)
3. Business Name: BISBEE BREAKFAST CLUB 81008975
(Exactly as it appears on the exterior of premises)
4. Business Location Address: 4811 E. SUNRISE DR. #105 TUCSON AZ 85718 Pima
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: 4131 W. ILWA RD. MARANA AZ 85741
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: (520) 329-8769 Daytime Contact Phone: (202) 323-0813
7. Email Address: TERRYJAYKYTE@GMAIL.COM
8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☒ No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☒ Yes ☐ No
If yes, what City, Town or Tribal Reservation is this Business located in: PIMA COUNTY
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ 0/A

Fees:	<u>100.00</u>	<u>50.00</u>	<u>60.00</u>	<u>216.00</u>
	Application	Interim Permit	Site Inspection	Finger Prints
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Accepted by: <u>SG</u> Date: <u>10/9/14</u> License # <u>12104447</u>				

SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01.
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: _____

2. Is the license currently in use? ☐ Yes ☐ No If no, how long has it been out of use? _____

Attach a copy of the license currently issued at this location to this application.

I, _____ (Print Full Name)		declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.	
X _____ (Signature of CURRENT Individual Owner/Agent)	State of _____	County of _____	The foregoing instrument was acknowledged before me this _____
My commission expires on: _____ Date	_____	Day _____ of _____	Month _____ Year _____
_____ Signature of NOTARY PUBLIC			

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? ☐ Yes ☐ No
If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 6 - continued

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

☐ Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7

☒ L.L.C. Complete Questions 1, 2, 3, 4, 5, 6, and 7

- Name of Corporation/ L.L.C.: SWANSEE BREAKFAST CLUB, LLC
- Date Incorporated/Organized: 12/02/2015 State where Incorporated/Organized: _____
- AZ Corporation or AZ L.L.C. File No: L-20512672 Date authorized to do Business in AZ: 12/08/2015
- Is Corp/L.L.C. Non Profit? ☐ Yes ☒ No
- List Directors, Officers, Members in Corporation/L.L.C:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
REECE	CHRISTOPHER	ALLEN	MEM.	4131 W. INA RD.	MANAUA	AZ	85741
ALTE	TERRY	JAY	MEM.	4131 W. INA RD.	MANAUA	AZ	85741
ALTE	TERRY	ALLEN	MEM.	4131 W. INA RD.	MANAUA	AZ	85741

(Attach additional sheet if necessary)

- List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
REECE	CHRISTOPHER	ALLEN	33.3%	4131 W. INA RD.	MANAUA	AZ	85741
ALTE	TERRY	JAY	33.3%	4131 W. INA RD.	MANAUA	AZ	85741
ALTE	TERRY	ALLEN	33.3%	4131 W. INA RD.	MANAUA	AZ	85741

(Attach additional sheet if necessary)

- If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

SECTION 8 Club Applicants

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD

1. Name of Club: _____
2. Is Club non-profit? ☐ Yes ☐ No
3. List all controlling members (minimum of four (4) requested)

Last	First	Middle	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Liquor License

1. Current Licensee's Name: _____
(Exactly as it appear on the license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____

ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE.

SECTION 10 Government (for cities, towns, or counties only)

1. Government Entity: _____
2. Person/Designee: _____
First Last Middle Day time Contact Phone #

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISE FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)

1. Current Business: Name: _____
Address: _____
(Exactly as it appears on license)
2. New Business: Name: _____
Address: _____
1. License Type: _____ License Number: _____

SECTION 12 Person to Person Transfer

Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: _____ Entity: _____
Last First Middle (Individual, Agent, Etc.)

2. Ownership Name: _____
(Exactly as it appears on license)

3. Business Name: _____
(Exactly as it appears on license)

4. Business Location Address: _____
Street City State Zip

5. License Type: _____ License Number: _____

6. Current Mailing Address: _____
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified? ☐ Yes ☐ No

8. Does the applicant intend to operate the business while this application is pending? ☐ Yes ☐ No

If yes, complete Section 5 (Interim Permit) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) _____ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) _____, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

NOTARY

X _____
(Signature of CURRENT Individual Owner/Agent)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

My commission expires on: _____
Date

_____ of _____
Day Month Year

Signature of NOTARY PUBLIC

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants.

A.R.S. § 4-207. (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02) Series 12
- b) Hotel/motel license (§ 4-205.01) Series 11
- c) Microbrewery Series 3
- d) Craft Distillery Series 18

- e) Government license (§ 4-205.03) Series 5
- f) Fenced playing area of a golf course (§ 4-207 (B)(5))
- g) Wholesaler Series 4
- h) Farm Winery Series 13

1. Distance to nearest School: _____
(If less than one (1) mile note footage)

Name of School: _____

Address: _____

2. Distance to nearest Church: _____
(If less than one (1) mile note footage)

Name of Church: _____

Address: _____

SECTION 14 Business Financials

1. I am the: ☒ Lessee ☐ Sub-lessee ☐ Owner ☐ Purchaser ☐ Management Company

2. If the premise is leased give lessors:

Name: SUNRISE RESTAURANTS, LLC

Address: PO Box 30661 Tulson Az 85751
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ 5,200 -

4. What is the remaining length of the lease? Yrs. 10 Months 0

5. What is the penalty if the lease is not fulfilled? \$ 5,500 - or Other: SEE Attachment
(See Deposit) (Give details-attach additional sheet if necessary) CLAUSE

6. Total money borrowed for the Business not including lease? \$ 400,000.00
Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
NATIONAL BANK OF	ARIZONA		\$185,000.00	335 N. WILMOT RD.	TULSON	AZ	85711
JB RESTAURANTS I,	LLC		\$215,000.00	11944 N. PLACITA CASANOVA	AMON	ARIZONA	85658

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?

RESTAURANT

8. Has a license or a transfer license for the premises on this application been denied by the state within the past (1) year? ☐ Yes ☒ No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? ☐ Yes ☒ No

10. Is the premises currently license with a liquor license? ☐ Yes ☒ No

If yes, give license number and licensee's name:

License #: N/A Individual Owner /Agent Name: N/A
(Exactly as it appears on license)

- E. The making by Tenant of and general assignment, or general arrangement for the benefit of creditors; (b) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (c) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days; or (d) the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

29. REMEDIES. In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without further notice or demand and without limiting Landlord on the exercise of any right or remedy which Landlord may have by reason of such default or breach:

- A. Terminate Tenant's right to possession of the Premises by any lawful means in which case this lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant the difference between the amount of the Rent received by Landlord and the Rent to be paid under this Lease.
- B. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due hereunder. In addition, Tenant shall be liable to pay to Landlord, in addition to any indebtedness due hereunder, (a) for the cost and expenses of re-letting the Premises (including, without limitation, attorney's fees and costs) and of such alterations and repairs incurred by Landlord, (b) the amount, if any, by which the rent and other charges to be paid by Tenant pursuant to this Lease for the period of such re-letting (up to but not beyond the Initial Term or, as applicable, any Renewal Period, of this Lease) exceeds the amount agreed to be paid as rent and other charges for such period on such re-letting by the new tenant, and (c) the amount of the Rent and other charges to be paid by Tenant pursuant to this Lease for the periods before and after such re-letting. At the option of Landlord, rents received by Landlord from such re-letting shall be applied, first to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord, second to the payment of any costs and expenses of such re-letting and of such alterations and repairs, and third to the payment of Rent and other charges due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If Tenant has been credited with any rent to be received by such re-letting as provided above, and such rent shall not be promptly paid to Landlord by the new tenant, or if such rentals received from such re-letting during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly.
- C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Arizona.
- D. In the event that any payment by Tenant is post-marked or hand-delivered after the fifth day following its due date, then Tenant shall be obligated to pay to Landlord a late fee equal to five percent (5%) of the delinquent amount in addition to the delinquent amount then due and payable;


Premises by Tenant's removal of any alterations, modifications, trade fixtures and/or equipment, shall be repaired, and all costs of such repair shall be borne, by Tenant.

25. ACCESS BY LANDLORD. Landlord, or its representatives and agents, shall have free access to the Premises at reasonable times for the purposes of examining or exhibiting the same to prospective purchasers, lenders or tenants; provided that Landlord shall give Tenant at least forty-eight (48) hours' notice in advance of such examination or exhibition, unless it would be impracticable to do so due to an emergency concerning the Premises. During any such entries into the premises, Landlord shall take necessary measures so as not to disturb Tenant's business operations unreasonably.

26. ALTERATIONS AND MODIFICATIONS. Tenant shall not be permitted to make any alterations or modifications to the Premises without the prior written consent of Landlord, which may be withheld, conditioned or delayed in Landlord's sole discretion; provided that tenant may make non-structural alterations or modifications to the Premises without the prior written consent of Landlord as long as the cost thereof does not exceed \$5,000.00. All alterations and modifications to the Premises that shall be permitted by Landlord shall be performed in good and workman-like manner and in full compliance with all applicable building codes, laws and ordinances of similar effect, shall be done at the expense of Tenant, and shall become the property of Landlord and remain on the Premises except for Tenant's trade fixtures, equipment. All damage or injury done to the Premises by Tenant's removal of any alterations, modifications, trade fixtures and/or equipment, shall be repaired, and all costs of such repair shall be borne, by Tenant.

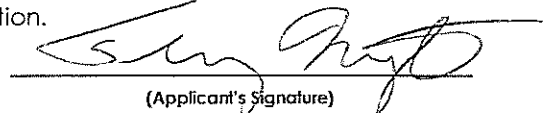
27. LIENS AND ENCUMBRANCES. Tenant shall keep the Premises free and clear of any liens or encumbrances imposed on the Premises by reason of any contract, act or omission of Tenant; provided that Tenant shall be entitled to create liens and/or encumbrances on any equipment, furniture and other items of personal property located at the Premises and owned by Tenant. Landlord hereby agrees to sign a form substantially similar to the attached Exhibit D form Landlord's Release and Consent for Tenant's lender.

28. DEFAULTS AND REMEDIES.

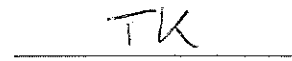
- 
- A. Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:
 - B. The vacating or abandonment of the Premises by Tenant for more than fifteen (15) days, subject to the provisions of Section 43 and subject to Tenant's closure of its business from time to time due to remodeling activities or matters reasonably beyond Tenant's control.
 - C. The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder within five (5) days after written notice from Landlord.
 - D. The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in Section 10B, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

SECTION 15 Restaurant or hotel/motel license applicants

1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? ☐ Yes ☒ No
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this ☒ Restaurant ☐ Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.


(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.


(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

- ☒ Entrances/Exits ☒ Liquor storage areas **Patio:** ☐ Contiguous
☐ Walk-up windows ☐ Drive-through windows ☐ Non Contiguous

1. Is your licensed premises currently closed due to construction, renovation or redesign? ☒ Yes ☐ No
If yes, what is your estimated completion date? 06/15/2016
Month/Day/Year
2. Restaurants and Hotel/Motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.
5. As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.


(Applicant's Initials)

SECTION 16 Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES

SEE

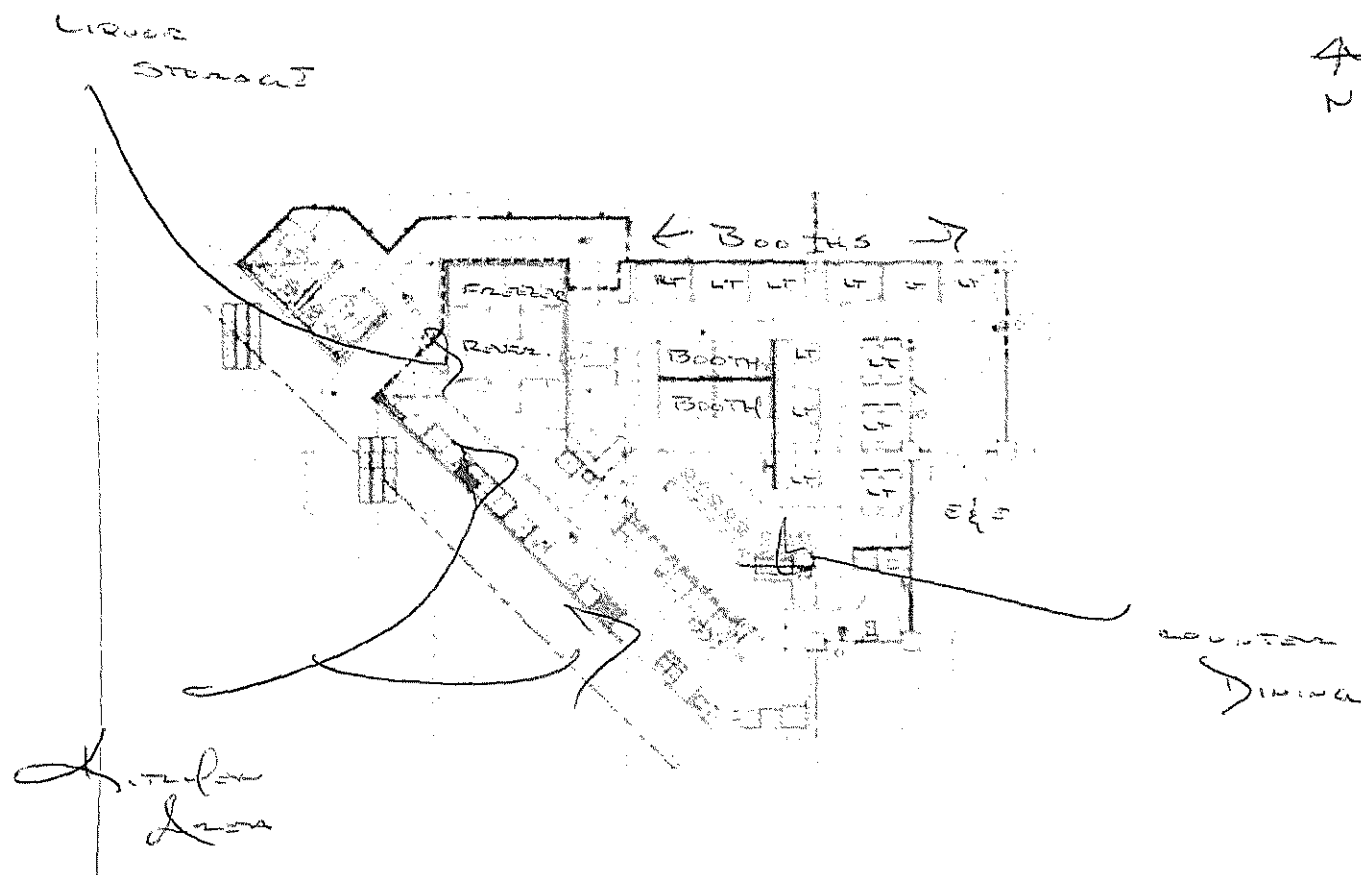
Attached

Suzanne

"Bible Breakfast Club"

21950
502, Fr.

4



SECTION 17 SIGNATURE BLOCK

NOTARY

I, (Print Full Name) TERRY S. D. HITE, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

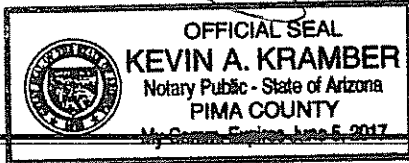
X [Signature]
(Signature of CURRENT Individual Owner/Agent)

State of ARIZONA County of PIMA
The foregoing instrument was acknowledged before me this

My commission expires on: JUNE 5, 2017
Date

27 of JUN, 2016
Day Month Year

[Signature]
Signature of NOTARY PUBLIC



A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.