

GRAND JUNCTION CANNABIS LICENSING AUTHORITY
MINUTES
October 10, 2022

I. Call to Order

The meeting was called to order at 9:00 a.m. Those present were Hearing Officer Stephanie Rubinstein, City Attorney John Shaver, Staff Attorney DeLayne Merritt, Principal Planner Nicole Galehouse, Police Officer Travis Wright and Deputy City Clerk Janet Harrell.

Hearing Officer Rubinstein reviewed the hearing process and confirmed representatives were present for each item.

II. New License Applications

1. JWJ, Inc. dba The Green House Grand Junction, 2540 Highway 6 & 50, Grand Junction, CO 81505, Retail - CONTINUED

Hearing Officer Rubinstein asked if anyone present would like to speak regarding the application. There was no one.

Hearing Officer Rubinstein received a written request on Friday, October 7th to continue this application hearing. The continuance was granted and this item will be heard on November 9, 2022, at 9:00 am in the City Hall auditorium.

2. HQ GJT, LLC dba High Q Grand Junction, 2381 Patterson Road, Grand Junction, CO 81505, Retail

Appearing

Member Renee Grossman

Director of Retail Stores LisaMarie Pinder

Director of Compliance Jason Halle

In response to questions from Hearing Officer Rubinstein, Ms. Grossman testified after speaking with Officer Wright, she filed several statements regarding the entities and had previously filed the letter indicating Linda Hong was the owner of Chin Chin that was in the original application. When they submitted the property authorization, the name Chin Chin was not on the emailed copy, but was on the original with a letter attached. All the entities asked about have been addressed.

Staff Attorney Merritt stated, regarding the property authorization, if a complete form had been submitted to the City Clerk, she has no issue with that matter. In addition to the business documents, she reviewed what was provided to Officer Wright and they provided sufficient information.

Hearing Officer Rubinstein asked if anyone present would like to speak regarding the application. There was no one.

Hearing Officer Rubinstein ruled that based on her review of the application and statements made at this hearing, she finds this application complete and can proceed to the randomized selection process. This ruling is final, and any appeal of this ruling should be made the 21st Judicial District.

3. Canna Care, LLC dba Canna Care, LLC, 2730 Highway 50, Grand Junction, CO 81503, Retail

Appearing

Member Lawrence R. Balerio

Consultant Brian E. Olson

Hearing Officer Rubinstein noted for the record, a variety of supplements have been provided, including a statement, sign plan, and parking plan. There is a commercial lease and other responses to each of the items identified in the city's findings report.

Staff Attorney Merritt noted the landlord's statements did address system modifications as asked for in the operating plan form. Regarding the sign plan, there are no dimensions, nor any reference to whether monument signs would be used.

Mr. Balerio testified they do not believe they need a monument sign right now; however, they may wish to erect one later and are aware of an ordinance regarding monument signs.

Hearing Officer Rubinstein entered a document addressing four issues, including systems modification, as Exhibit 1, a commercial lease agreement as Exhibit 2, issues relating to the statement of suitability as Exhibit 3, sign plan as Exhibit 4, parking plan as Exhibit 5, and floor plan as Exhibit 6.

In response to questions from City Attorney Shaver, Mr. Balerio testified Canna Care has exclusive use of 18 parking spaces through the lease.

Hearing Officer Rubinstein asked if anyone present would like to speak regarding the application. There was no one.

Hearing Officer Rubinstein ruled based on her review of the application, the supplements and clarifications provided at this hearing, the application is complete and can proceed to the randomized selection process. This ruling is final, and any appeal of this ruling must be made to the 21st Judicial District Court.

4. TractX, LLC dba Local Joint, 2260 North Avenue, Grand Junction, CO 81501, Retail

Appearing

Member Nicolas Pinto

Member Stacey Cook

Hearing Officer Rubinstein noted she has received a statement from Mr. Cook as well as a parking and sign plan.

Mr. Pinto stated he brought additional statements from Gary Stewart related to other business entities he is named in.

Hearing Officer Rubinstein entered the statement dated October 1, 2022, as Exhibit 1, the parking plan as Exhibit 2, the sign plan as Exhibit 3, and the letter submitted at the hearing as Exhibit 4.

Staff Attorney Merritt stated Exhibit 1 and Exhibit 2 resolve some issues in the findings report, however the sign plan does not resolve the sign issue because pole signs are not permitted.

Hearing Officer Rubinstein informed the applicant a supplemental sign plan will need to be submitted to address the pole sign and a design that does not include prohibited symbols.

Staff Attorney Merritt stated in addition to the addendums the applicant provided, this application has a buffering issue. The zoning verification indicates the location of the proposed premises falls within 500 feet of a substance abuse or mental health facility. She submitted an exhibit to reflect the buffer.

The city's exhibit was marked as Exhibit A.

Principal Planner Galehouse testified she prepared the zoning verification and the proposed location identified in Exhibit A is 500 feet around the Veterans' Administration Hospital (VA). The buffer is measured in accordance with code.

Mr. Cook testified they were not aware of the buffer issue until receiving the city's findings report. The code specifically states, the facility must be licensed with the Colorado Department of Human Services and the Offices of Behavioral Health. The VA is not licensed by either entity. After receiving the findings report, they reviewed their emails and noticed they had been informed by Community Development of the zoning issue.

Ms. Galehouse responded they did a public records request to one of the agencies and the data received was used to create Exhibit A.

Hearing Officer Rubinstein asked Ms. Galehouse to submit a copy of the public records request to the applicant and to the clerk to be included in the record (attached).

Mr. Pinto testified on May 25th, he emailed the City Clerk's Office to schedule an application review, prior to submittal. He received a response with a scheduled appointment on June 3rd at 2:00 p.m. Upon their arrival at the appointed date and time, they were told the Clerk's Office was too busy to conduct the application review and the applicant should just submit the application.

Hearing Officer Rubinstein asked if anyone present would like to speak regarding the application. There was no one.

Hearing Officer Rubinstein closed the public hearing and is taking the matter under advisement to review the information requested to determine whether the buffering issue is resolved or can be resolved.

5. Lucky Me Dispensary, LLC dba Lucky Me Dispensary, 2648 Patterson Road, Grand Junction, CO 81506, Retail

Appearing

Attorney Isaiah Quigley

Member Alex Vat

Hearing Officer Rubinstein has received a statement from Mr. Vat dated October 7, 2022, related to the lease and occupancy of the premises and signage issue. The statement was entered as Exhibit 1. A depiction of the sign was entered as Exhibit 2.

Attorney Quigley stated an addendum in response to related businesses was also previously submitted.

In response to questions from Hearing Officer Rubinstein, Officer Wright testified he had received the addendum and the issue has been resolved.

A copy of the addendum was submitted and entered as Exhibit 3.

Hearing Officer Rubinstein asked if anyone present would like to speak regarding the application. There was no one.

Hearing Officer Rubinstein ruled based on her review of the application and the findings report, the issues have been resolved and the application is complete. The application may move forward to the randomized selection process. This ruling is final, and any appeal should be made to the 21st Judicial District.

6. RJJ Grand Junction, LLC dba Native Roots Grand Junction, 683 Horizon Drive Unit #110, Grand Junction, CO 81506, Medical and Retail

Appearing

Attorney Steve Levine

CEO Jon Boord

Hearing Officer Rubinstein received a copy of the letter from Attorney Levine dated October 7th with exhibits A-G attached. She marked the packet as Exhibit 1.

Staff Attorney Merritt reviewed the letter and attached exhibits and believes all issues noted in the findings report to be resolved.

Hearing Officer Rubinstein asked if anyone present would like to speak regarding

the application. There was no one.

Hearing Officer ruled based on her review of the application and additional letter with exhibits, the application is complete. The application may proceed to the randomized selection process. This ruling is final, and any appeal of this decision should be made to the 21st Judicial District.

III. Other Business

There was none.

IV. Adjournment

The meeting adjourned at 9:43 a.m.

2730 HIWAY, LLC ("Landlord") is the owner and landlord of the real property located at 2730 US Highway 50, Grand Junction, CO 81503 (the "Building"). 2730 HIWAY, LLC has agreed to lease the Building to Canna Care, LLC dba Canna Care under the terms and conditions of the commercial lease agreement originally dated July 1, 2022. The purpose of this correspondence is to clarify the lease agreement and to provide further clarification as to parameters for Canna Care, LLC dba Canna Care's occupancy:

Issue 1: The Building location address is 2730 US Hwy 50, Grand Junction, CO 81503. Any description which deviates from this description is in error. With the error being common ownership of a separate building located at 1380 North Avenue. Landlord will merely accept rent at the 1380 North Avenue location and will lease the Building to Canna Care, LLC. The Lease has been amended to correct mere oversight of the Building address and/or zip code error.

Issue 2: Occupancy of 2730 US Hwy 50, Grand Junction, CO 81503. Canna Care, LLC has the full authority and ability to alter or modify the building (exterior and interior) in the manner they see fit. This includes the ability to install any and all systems (security, fire protection, and retailing) to meet applicable code requirements or otherwise which are deemed to be beneficial to the operation of their facility.

Issue 3: Parking. Canna Care, LLC has been assigned 18 exclusive spaces for their operation. Two of which "Parking Spaces 04/05" will be used for shipping and receiving—not for customer use. One other "Parking Space 10" is handicap parking. The other two occupying tenants (High Grade Concrete and Grand Valley ICF) are warehouse tenants; they are authorized to store and repair heavy equipment in discrete and non-licensed warehouse locations and have their own collective and exclusive parking spaces 6 and 5 auxiliary spaces current designated for warehouse use. Canna Care, LLC has option to convert the 5 auxiliary parking spaces for their exclusive use if necessary.

Issue 4: Square footage. Canna Care will operate out of a space consisting of 3,114 square feet. This consists of a first and second floor. The first floor is 1893 square feet for retail use and the second is 1221 for office use.

An updated plan set is included for review.

Tenant:



Canna Care, LLC

Landlord:



2730 HIWAY, LLC

EXHIBIT 1

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 1st day of November, 2022 BETWEEN:

2730 HIWAY, LLC Grand Junction, CO 81501, USA

Telephone: (970) 234-2052(the "Landlord")

OF THE FIRST PART

- AND -

Canna Care, LLC Telephone: (970) 234-2052(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether specifically designated as Additional Rent elsewhere in this Lease.
 - b. "Building" means all buildings, improvements, equipment, fixtures, property, and facilities from time to time located at 2730 US Highway 50, Grand Junction, CO 81503, USA, as from time to time, altered, expanded, or reduced by the Landlord in its sole discretion.
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security, and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the building; and
 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment, and installations which serve or are for the useful benefit of the building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities.

EXHIBIT 2

- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts, or other structural elements.
- e. "Premises" means the building at 2730 US Hwy 50, Grand Junction, CO 81503, USA.
- f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the building save as specifically provided in this Lease to the contrary.

Leased Premises

- 3. The Landlord agrees to rent to the Tenant the building municipally described as 2730 US Hwy 50, Grand Junction, CO 81503, USA (the "Premises").
The Premises will be used for only the following permitted use (the "Permitted Use"): Retail Space.
- 4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.

Term

- 5. The term of the Lease is a periodic tenancy commencing at 12:00 noon on November 1st 2022 and continuing on a 5 year basis until the Landlord or the Tenant terminates the tenancy (the "Term").

Rent

- 6. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$2,500.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement, or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
- 7. The Tenant will pay the Base Rent on or before the first of each month of the Term to the Landlord at 1380 North Ave, Grand Junction, CO 81501, USA, or at such other place as the Landlord may later designate.
- 8. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Use and Occupation

9. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked, and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
10. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules, and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
11. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

12. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

13. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

14. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the Term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by

implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Utilities and Other Costs

15. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, internet, and cable.

Insurance

16. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

Abandonment

17. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

18. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

19. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

20. The Tenant will not assign this Lease or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

21. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

22. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
23. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
24. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
25. The Tenant will not engage in any illegal trade or activity on or about the Premises.
26. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

27. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

28. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

29. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

30. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this

Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

31. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
32. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
33. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions, and liabilities pursuant to this Lease.
34. Time is of the essence in this Lease.
35. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 1st day of June 2022.

Suzette Balerio
(Witness)

2730 HIWAY 50 LLC (Landlord)

Per: *[Signature]* (SEAL)

Suzette Balerio
(Witness)

Canna Care, LLC (Tenant)

Per: *[Signature]* (SEAL)

July 18, 2022

Travis,

I am writing this letter in response to an email I received from Officer C. Lopez on June 30th, 2022. He had two areas of concern on my application the first being that I had answered "no" to the question **"have you ever been arrested, served with a criminal summons, charged with, or convicted of any crime or offense in any manner in this or any other state?"**

At the time I was filling out the application I did not remember the incident. However, after reading the report that Officer Lopez sent over, I did remember the incident, I also remembered that the charges was reduced to a misdemeanor and was told at the time that once I completed all the terms of the agreement that this would be removed from my record. This clearly was not sealed or removed from my record.

It was very embarrassing to see that this was still on my record, I truly believed it had been removed, as I have purchased firearms and went through the process of obtaining my concealed carry permit and never once had this incident come up.

I wanted to find out why it was still on my record so I called Rich Tuttle who is still a District Attorney for Mesa County and asked him about the incident. He said that he remembered telling me that if I completed the deferred sentence that it could be removed from my record but that it also required me to request that this be sealed from my record, which I did not do. I apologize for this error and was in know way trying to be untruthful on the application.

The second area of concern for Officer Lopez was where the applicants were asked to **"list all locations where you have had a professional, occupational, business or sales tax license, where you have owned and/or operated a business and the name of your business(es)."** I had assumed that I was to list all the business that I have a current license for, which is what I did. I apologize for this error and did not mean to omit the other business's that I owned.

I have attached the Final Deposition from the court that outlines the outcome of the case. If there is anything else I can do please feel free to give me a call.

Sincerely,



Lawrence Balerio

EXHIBIT 3

DISTRICT COURT, MESA COUNTY, COLORADO

Court Address: 125 N Spruce St.

Grand Junction, CO 81502-5030
Phone Number: 970-257-3640

^ COURT USE ONLY ^

Case Number: 2001CR000483

The People of the State of Colorado
vs.
BALERIO, RAYMOND

Division: 12

SENTENCE ORDER

Defendant: BALERIO, RAYMOND
Count

- 1 18-4-502 - Trespass 1-Dwelling
- 2 18-4-501 - Criminal Mischief-under \$100

Date of Birth:

Class Plea

F5

M3 Plea of Guilty

Finding

Dismiss by DA:

Dismiss After Successful C
Case Dismissed

ASSESSED FINES & COSTS

Count # 2

Deferred Sentence: 1 Years

Community Service: 30 Hours

Misdemeanor Fine

\$50.00

Victims Assistance Fund

\$60.00

Victim Compensation Fund

\$60.00

Court Costs

\$18.00

TOTAL

\$188.00

Other Conditions of Sentence:

UPS TO BE COMPLETED BY 9-1-01

/CKW

MASSARO, NICHOLAS R
Judge/Magistrate

2001-06-13
Date

BALERIO, RAYMOND
Defendant

2001-06-13
Date

*****NOTICE*****

Following this hearing you are to present this form to the Clerk's Office for payment. Payment is due by the end of business on your Court Date. Pursuant to §16-11-101.6, C.R.S., if the Defendant does not pay all amounts assessed at the time of order, the Defendant shall pay an additional time payment fee. In addition, the Defendant may be assessed a late penalty fee each time payment is not received on or before the due date.



CANNA CARE





WEATHER
STATION
ZEBRA
DESIGN
INC.

© 2022 Weather Station Zebra Design, Inc.
This document is copyrighted and may not be copied or
reproduced in any form or by any means without the
written approval of Weather Station Zebra (WSZ).
All rights of this drawing in whatever form it may appear
shall remain the exclusive and sole property of WSZ.

PROJECT:
CANNA CARE
2730 US-50
GRAND JUNCTION
CO 81503

DATE: 10/01/22
VERSION: 3.0
APPROVED:

CANNA CARE
2730 US-50
GRAND JUNCTION, CO 81503



CANNA CARE

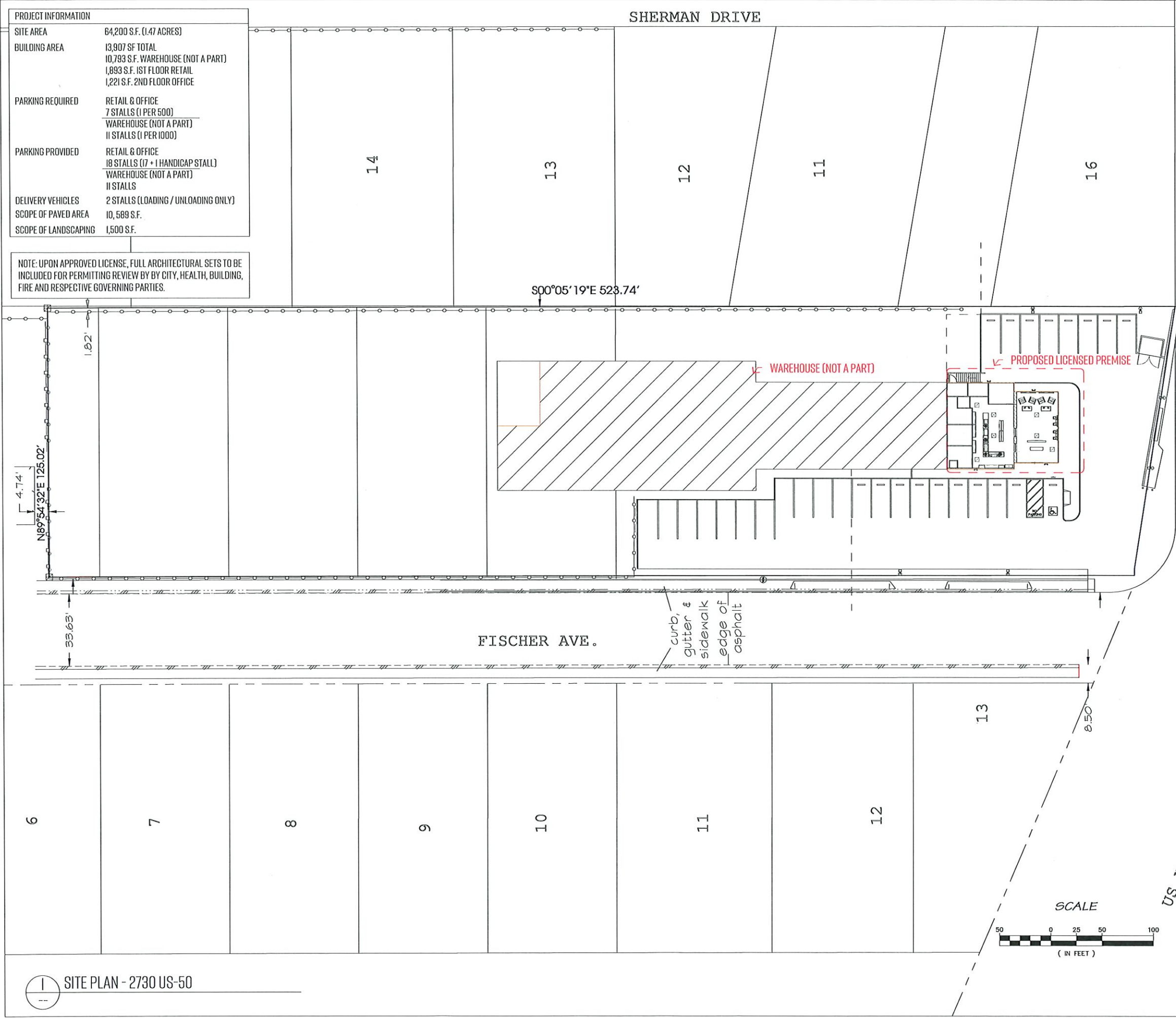
NOTES:

DESCRIPTION	DATE
RCB APPLICATION	05/23/21
DELTA I	10/05/22
TITLE COVER PAGE	
SHEET NUMBER --	

EXHIBIT 4

PROJECT INFORMATION	
SITE AREA	64,200 S.F. (1.47 ACRES)
BUILDING AREA	13,907 SF TOTAL 10,793 S.F. WAREHOUSE (NOT A PART) 1,893 S.F. 1ST FLOOR RETAIL 1,221 S.F. 2ND FLOOR OFFICE
PARKING REQUIRED	RETAIL & OFFICE 7 STALLS (1 PER 500) WAREHOUSE (NOT A PART) 11 STALLS (1 PER 1000)
PARKING PROVIDED	RETAIL & OFFICE 18 STALLS (17 + 1 HANDICAP STALL) WAREHOUSE (NOT A PART) 11 STALLS
DELIVERY VEHICLES	2 STALLS (LOADING / UNLOADING ONLY)
SCOPE OF PAVED AREA	10,589 S.F.
SCOPE OF LANDSCAPING	1,500 S.F.

NOTE: UPON APPROVED LICENSE, FULL ARCHITECTURAL SETS TO BE INCLUDED FOR PERMITTING REVIEW BY BY CITY, HEALTH, BUILDING, FIRE AND RESPECTIVE GOVERNING PARTIES.



LEGEND

FOUND #5 REBAR WITH 2" ALUMINUM CAP, FLS 18450 -- RIVER CITY CONSULTANTS
SET 1.5" ALUMINUM WASHER, FLS 33274 R/C
ALUMINUM MONUMENT AS NOTED
WATER METER

EASEMENT LINE
PARCEL LINE
ROW LINE
ALLOT LINE
SETBACK LINE
EDGE OF ASPHALT
EDGE OF GRAVEL
EDGE OF CONCRETE
FLOW LINE

CONCRETE
BUILDING

LIST OF ABBREVIATIONS USED ON THIS PLAN
N: NORTH
E: EAST
S: SOUTH
W: WEST
HSA: HESA COUNTY SURVEY MARKER
IP: IRON PIPE
T: TOWNSHIP
R: RANGE
R/L: RIGHT-OF-WAY
P.L.S.: PROFESSIONAL LAND SURVEYOR

BASIS OF BEARINGS The bearings herein are grid bearings of the Hesa County S.W. 1/4 Sec. 25, T. 1N, R. 1E, S. 1W, as determined by GPS observation on a Hesa County Survey Marker at the center-west corner of Section 25 and a Hesa County Survey Marker for the center quarter corner of Section 24, Township 1 North, Range 1 East of the 1st Meridian. The bearing of this line is South 89°54'32" East, a distance of 125.02 feet.

WEATHER STATION ZEBRA DESIGN INC.

PROJECT:
CANNA CARE
2730 US-50
GRAND JUNCTION
CO 81503

DATE: 10/01/22
VERSION: 3.0
APPROVED:

CANNA CARE
2730 US-50
GRAND JUNCTION, CO 81503

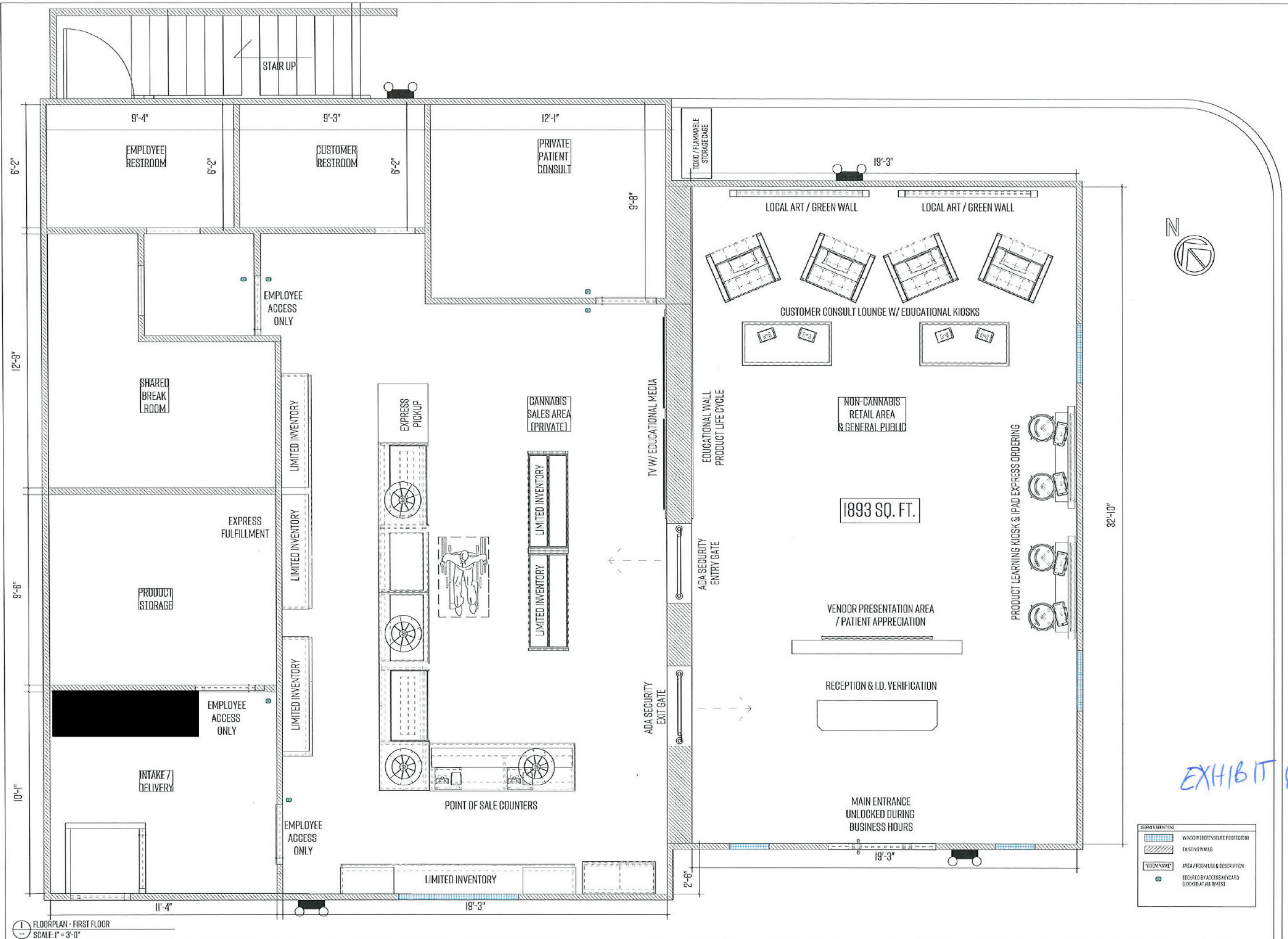
NOTES:

DESCRIPTION	DATE
RCB APPLICATION	05/23/21
DELTA I	10/05/22

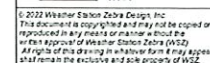
TITLE
SITE PLAN I

SHEET NUMBER
--

EXHIBIT
5



DESCRIPTION	DATE
RCB APPLICATION	05/23/21
DELTA I	10/05/22

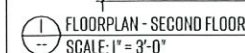


DATE: 10/01/22
VERSION: 3.0
APPROVED:



DESCRIPTION	DATE
RCB APPLICATION	05/23/21
DELTA I	10/05/22

SHEET NUMBER



LEGEND & DEFINITIONS	
	WINDOW (DEFENSELITE PROTECTED)
	EXISTING WALLS
	AREA / ROOM USE & DESCRIPTION
	SECURED BY ACCESS KEYCARD (LOCKED AT ALL TIMES)



DESCRIPTION	DATE
RCB APPLICATION	05/23/21
DELTA I	10/05/22

October 1st, 2022

Tract X LLC DBA; Local Joint Tenant

2260 North Avenue, Grand Junction CO 81501

To Whom It May Concern,

As the landlord of the rental property, I, James Stacey Cook, give permission to the Tenant Tract X LLC to modify the property on 2260 North Avenue, Grand Junction, CO 81501 to meet any requirements of City and State code for a Regulated Retail Marijuana Store.

Those include modifications listed in the Operating Plan, Floor Plan and Security Plan shared with the City of Grand Junction during the application process.

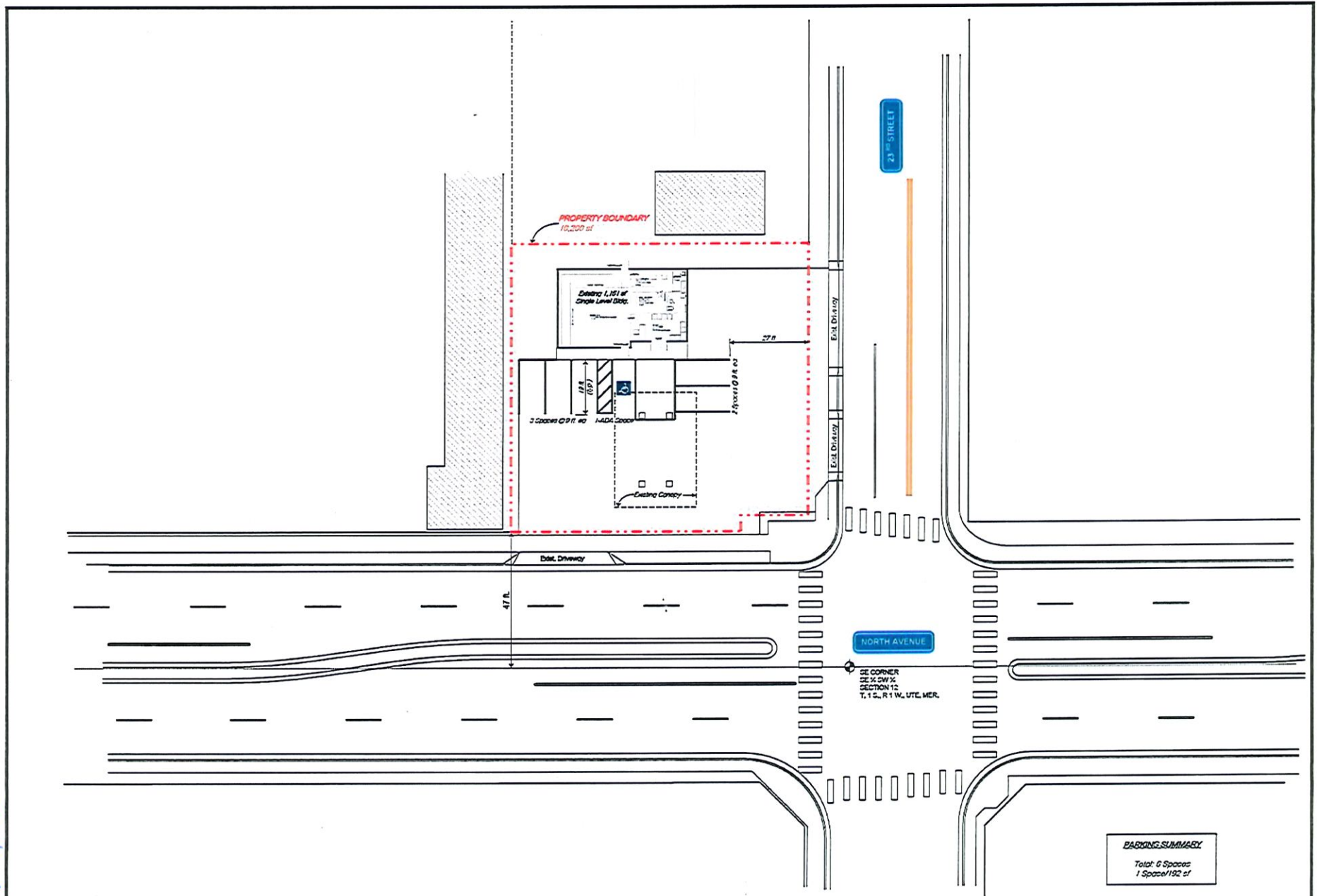
The conditions are that the installation must be done by a reputable company that is licensed and insured;

Sincerely,


James Stacey Cook, (970) 250-4663

EXHIBIT 1

EXHIBIT 2



PARKING SUMMARY	
Total: 6 Spaces	
1 Space/192 sq	

REVISIONS Date: <u>October 2022</u> Scale: <u>1/8" = 20 ft</u> Contour Interval: <u>2'</u>		Prepared by THOMAS A. LOGUE 1077 FOUNTAIN DRIVE, SHERIDAN, WY 82801 TALLS@TALLS.COM • (307) 644-1215 • (307) 644-1211		Prepared for THE KILLIC 870-250-4052 cell 870-644-1213 office 2020m@killicthomasparks.com		PARKING PLAN		SHEET 1 Of 1 Sheets
--	--	---	--	---	--	---------------------	--	---------------------------



POLE SIGN*

- 6'x12' Double Sided Cabinet
- Internally Lit (LED)
- 20' to top on Existing Pole

CANOPY SIGNS

- 24" High Remote Wired
- Channel Letters and Logo
- 1" Black Trim Cap
- 5" Aluminum Returns
- White Acrylic Faces Overlaid with translucent vinyl on first surface



© COPYRIGHT 1997 BUD'S SIGNS, INCORPORATED

EXHIBIT 3



950 Smile Way
P.O. Box 902
York, Pennsylvania 17404
(717) 848-2831
(717) 854-6288
StewartCompanies.com

October 7, 2022

Extract Technologies
Attn: Nic Pinto
3002 N I-70 Frontage Rd,
Grand Junction, CO 81504

RE: Entity Search

Dear Mr. Pinto:

I am in-house counsel for The Stewart Companies ("SC") and Gary A. Stewart has asked me to provide you with historical information on the following entities:

1. **East Shore Motors, Inc., Armatech, Inc., York Executive Center, Inc. Casson Foundations, Inc. and Apple Retail Properties, Inc.** – these entities are no longer in existence. As an explanation, SC does not go through the motions of dissolving an entity at the state level, essentially, once the final federal tax return is filed, it is considered closed.
2. **Chambersburg Wayne Ave., Inc.** – this entity was sold many years ago and Gary A. Stewart no longer has any ownership interest in this corporation.
3. **York Aviation Operators, Inc.** – this is an active corporation, formed in the Commonwealth of Pennsylvania, and Gary A. Stewart owns a 33.33% stock interest and holds the office of Vice President.
4. **York Building Products Co., Inc.** – this is an active Pennsylvania corporation, and Gary A. Stewart is a voting stock owner, holding a 0.003% interest. Gary does not hold an office in this corporation. Officers are elected yearly and are not registered yearly with the Department of State for the Commonwealth of Pennsylvania.
5. **Stewart & Tate, Inc.** - this is an active Pennsylvania corporation, and Gary A. Stewart does not have an ownership interest nor holds an office, Gary A. Stewart, Jr. is listed as an officer of this entity, who is Gary's son.

EXHIBIT 4

Letter to Extract Technologies
Dated October 7, 2022
Page -2-

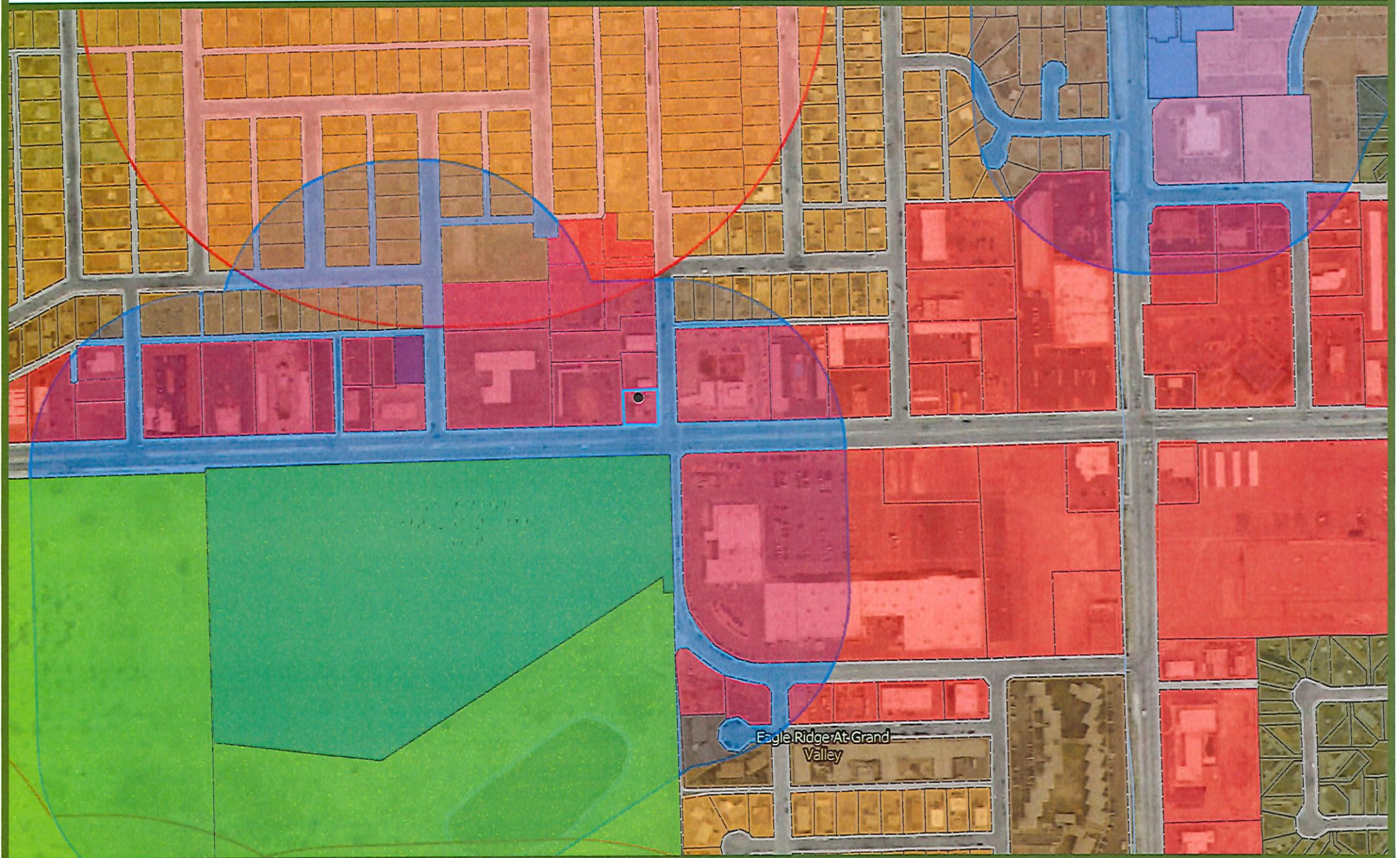
Should you have any questions or concerns, please contact me at 717-771-3505 or
jpc@stewartcompanies.com.

Sincerely,

Joseph P. Clark, II
Executive Vice President and General Counsel

JPCII/mkr

2260 North Ave



Printed: 5/11/2022
1 inch equals 376 feet
Scale: 1:4,514

EXHIBIT A

CITY OF
Grand Junction
COLORADO
GEOGRAPHIC INFORMATION SYSTEM

Mesa County Substance Use and Mental Health Facility List

Account Name	Provider Location Display Label	County	Provider License/Designation
Alpha Center - Colorado Ave	1170 Colorado Avenue Grand Junction, CO 81501	Mesa	Substance Use
Alpha Center - I-70	615 I-70 Business Loop Clifton, CO 81520	Mesa	Substance Use
Alpha Center - Kokopelli	456 Kokopelli Blvd. Fruita, CO 81521	Mesa	Substance Use
Amos Counseling Center, LLC - 25th	1131 N 21st St Grand Junction, CO 81501	Mesa	Substance Use
Colorado West Psychiatric Hospital DBA West Springs Hospital - 28 3/4 Road	515 28 3/4 Road- WSH Grand Junction, CO 81501	Mesa	Mental Health
Foundations 4 Life, LLC - North	2956 North Avenue, Suite #3 Grand Junction, CO 81503	Mesa	Substance Use
Front Range Clinic- Grand Junction	755 N Ave, Suite B-C , Grand Junction, CO 81501	Mesa	Substance Use
Grand Mesa Youth Services Center - 28th	360 28 Road Grand Junction, CO 81501	Mesa	Substance Use
Melanie Taylor Counseling Services - 28 Road	518 28 Road Ste B209 Grand Junction, Colorado 81501	Mesa	Substance Use
Mesa County Criminal Justice Services - 436 South	436 South 7th Avenue Grand Junction, CO 81501	Mesa	Substance Use
Mesa County Criminal Justice Services - 636 South	636 South Ave Grand Junction, Colorado 81501	Mesa	Substance Use
Mesa County Criminal Justice Services - 650 South	650 South Ave Grand Junction, CO 81501	Mesa	Substance Use
Mesa County Criminal Justice Services - Pitkin	559 Pitkin Avenue Grand Junction, CO 81501	Mesa	Substance Use
Metro Treatment of Colorado, LP - North Ave	S	Mesa	Substance Use
Mind Springs, CIRCLE	3210. E Road Clifton, CO 81520	Mesa	Substance Use
Mind Springs Health - 28 3/4 Road	515 28 3/4 Road Bldg A Grand Junction, CO 81501	Mesa	Substance Use; Mental Health
Mind Springs Health - 28 3/4 Road Bldg B	515 28 3/4 Road Bldg B Grand Junction, Colorado 81501	Mesa	Substance Use
Mind Springs Health - E Road	3210 E Road Clifton, CO 81520	Mesa	Substance Use
Personal Growth Counseling, LLC - 30 Rd.	524 30 Road, Suite 5B Grand Junction, CO 81504	Mesa	Substance Use
SCL Health - St. Mary's Integrated Addiction Medicine	2698 Patterson Rd Grand Junction, Colorado 81506	Mesa	Substance Use
Shift Counseling Services, PLLC - 28 Rd.	518 28 Rd, Bldg B- 209 Grand Junction, CO 81501	Mesa	Substance Use
United Family Center of Colorado LLC - Patterson	2472 Patterson Rd. #16 Grand Junction, Colorado 81505	Mesa	Substance Use
Veterans Affairs Medical Center - Grand Junction	2121 North Avenue Grand Junction, CO 81501	Mesa	Mental Health
Total	Sum		
	Count	23	

You & Me Property, LLC ("You & Me") is the owner and landlord of the real property located at 2648 Patterson Road Grand Junction, CO 81506 (the "Premises"). You & Me has agreed to lease a unit within the Premises to Lucky Me Dispensary, LLC ("Lucky"). The purpose of this correspondence is to clarify the lease agreement and to provide further clarification as to parameters for Lucky's occupancy:

Occupancy of the Premises. Lucky has full authority and the ability to alter or modify the building (exterior and interior) in the manner they see fit. This includes the ability to install any and all systems (security, fire protection, and retailing) to meet applicable code requirements or otherwise which are deemed to be beneficial to the operation of their retail facility.

Signage. Lucky shall affix signage in accord with the plan submitted by Bud's Signs. Lucky will not utilize the signage pole at the Premises to advertise its' business.

Tenant:

Alex Komphrak Vat 10/07/2022

Lucky Me Dispensary, LLC

Landlord:

Alex Komphrak Vat 10/07/2022

You & Me Properties, LLC

EXHIBIT 1

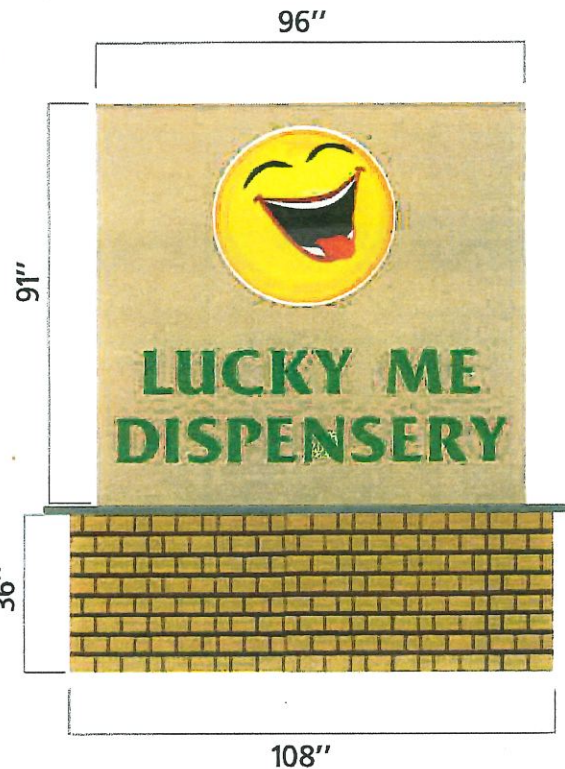
40" O.A.



174" O.A.

LUCKY ME DISPENSERY

- BUILDING COLOR SANDSTONE STUCCO
- REMOTE WIRED CHANNEL LETTERS
- 5" ALUMINUM RETURNS
- 1" WHITE TRIM CAP
- WHITE PLEX FACES
- APPLE GREEN VINYL OVERLAY



ILLUMINATED CHANNEL LETTERS
2648 Patterson Road



DESIGN PROPERTY OF
Bud's
SIGNS
and Neon
970-245-7700

EXHIBIT 2

Explanation of The City's Addendum for the Related Businesses

1. Lucky Smoke Shop LLC, Delinquent April 1, 2020. We formed this entity back in 11/08/2018 for our current Smoke Shop but we did not like the name and end up with formed a different entity which was the current Smoke Plus LLC.
2. Smoke Shack LLC, Delinquent December 1, 2020. We formed this entity back in 07/10/2019 for our current Smoke Shop but we did not like the name and end up with a different entity which was the current Smoke Plus LLC.
3. A Clean & Simple Laundry LLC, Delinquent June 1, 2021. We formed this entity back in 01/08/2019 for a laundry mat business located at 2648 Patterson Rd, Ste D1, Grand Junction, CO 81506. We only owned this laundry mat for approximately a couple months and sold the business but still own the real estate for the whole complex under You & Me Property LLC.
4. You & Me Property LLC, this entity only owns the real estate located at 2648 Patterson Rd, Grand Junction, CO 81506, also known as Cedar Square Center.
5. Redlands Superstore LLC, this entity used to own the convenience store business at 2520 Broadway, Grand Junction, CO 81507. We sold the business back in early 2018 but we still own the real estate on this property and the entity that own the real estate named Redlands Convenience Store LLC.
6. Redlands Convenience Store LLC, this entity only owns the real estate at 2520 Broadway, Grand Junction, CO 81507.
7. Lucky Me Premises LLC, this entity only owns the real estate pieces located at 2902 Patterson Rd, Grand Junction, CO 81504 (currently operated convenience store business by E & J Brothers LLC DBA Lucky Me Superstore). Another real estate piece that this entity owns is 603-606 29 Rd, Grand Junction, CO 81504 (currently operated car wash business by Lucky Me Car Wash LLC). This entity also owns the east and the north of the adjacent land from Lucky Me Convenience Store.
8. Lucky Me Car Wash LLC, this entity owns the car wash business located at 603-606 29 Rd, Grand Junction, CO 81504.
9. 240 LLC, this entity only owns the real estate located at 240 North Avenue, Grand Junction, CO 81501.
10. Lucky Investments LLC, this entity only owns the real estate located at 3210 I-70 Business Loop, Clifton, CO 81520 also known as Mesa Pointe Plaza.
11. Vat Investments LLC, this entity only owns the real estate located at 733 HWY 6 & 50, Fruita, CO 81521.
12. Lucky You Properties LLC, this entity only owns the real estate located 2992 Patterson Rd, Grand Junction, CO 81504 (has been applying for the liquor license since July 20, 2022, under Lucky You Liquor LLC currently the City is processing the application).
13. Lucky You Liquor LLC, this entity is applying for the liquor license at 2992 Patterson Rd, Grand Junction, CO 81504.
14. Lucky You LLC, I formed this entity back in 01/23/22 for one of the real estate locations. Since the entity name has the same name as other businesses, I could not get the Federal Employer Identification Number and this entity has not been used for anything else since.

EXHIBIT A3

Alex Komphent Vat 09/01/2022

Alex Vat

HUSCH BLACKWELL

Steven N. Levine
Partner

1801 Wewatta Street, Suite 1000
Denver, CO 80202
Direct: 303.749.7265
Fax: 303.749.7272
Steve.Levine@huschblackwell.com

October 7, 2022

CONFIDENTIAL

VIA E-MAIL

Amy Phillips
City Clerk
Grand Junction City Clerk's Office
250 N 5th Street
Grand Junction, CO 81501
E-Mail: cityclerk@gjcity.org

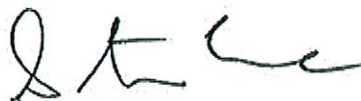
Re: October 10, 2022 Hearing regarding Cannabis License Application for RJJ Grand Junction, LLC dba Native Roots Grand Junction ("Native Roots")

Dear Ms. Phillips:

On behalf of Native Roots, I submit the enclosed documents for entry into the administrative record pertaining to Native Roots' Cannabis License Application ("Application") and for the Hearing Officer's use during the October 10, 2022 hearing concerning the Application. The documents are labeled Exhibits A through G. Please let me know if you have any trouble accessing the enclosed documents.

Sincerely,

HUSCH BLACKWELL LLP



Steven N. Levine

Attachments: Hearing Exhibits A-G

EXHIBIT A

CANNABIS LICENSING AUTHORITY

CITY OF GRAND JUNCTION

CANNABIS BUSINESS LICENSE APPLICATION FOR RJJ GRAND JUNCTION, LLC DBA
NATIVE ROOTS GRAND JUNCTION

AFFIDAVIT OF ANDREW BODE

I, Andrew Bode, being of lawful age and first duly sworn upon my oath, depose and state as follows:

1. I am the Manager of 100 N. Burleson Blvd LLC ("Burleson").
2. As the Manager of Burleson, I am authorized to act on Burleson's behalf, which includes executing lease agreements for the Shoppes on Horizon, a shopping center located at 683 Horizon Drive, Grand Junction, CO 81506.
3. On March 3, 2022, I executed the Shopping Center Lease Agreement dated March 1, 2022, between Burleson and RJJ Grand Junction, LLC d/b/a Native Roots Grand Junction ("Native Roots").
4. In support of Native Roots' application for a cannabis license from the City of Grand Junction, I executed the Regulated Cannabis Business License Property Authorization for Cannabis Business form ("Property Authorization") on Burleson's behalf on May 18, 2022.
5. I make this affidavit to clarify that I am the Manager of Burleson and that I had the authority to execute the Property Authorization on Burleson's behalf.

THIS CONCLUDES MY SWORN STATEMENT.

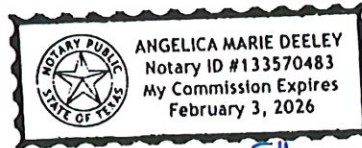


Andrew Bode
Manager, 100 N. Burleson Blvd LLC

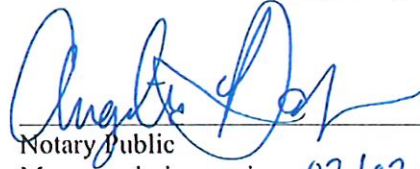
STATE OF TEXAS

)
) ss.
)

COUNTY OF DALLAS



The foregoing instrument was subscribed and sworn to before me this 5th day of October 2022, by Andrew Bode.



Notary Public
My commission expires: 02/03/2026

EXHIBIT B



CITY MANAGER'S OFFICE

NOTICE

PURSUANT TO GRAND JUNCTION MUNICIPAL CODE (GJMC) §5.13.016(f), THE CITY MANAGER SHALL PROVIDE NOTICE OF INITIAL DETERMINATION TO THE RETAIL CANNABIS BUSINESS LICENSE APPLICANT(S) WHETHER AN APPLICATION(S) IS(ARE) DETERMINED TO BE SUFFICIENTLY COMPLETE TO BE FURTHER REVIEWED/PROCESSED.

THE FOLLOWING APPLICATIONS ARE DEEMED SUFFICIENTLY COMPLETE AND WILL PROCEED FORWARD FOR FURTHER CONSIDERATION AND PROCESSING IN ACCORDANCE WITH GJMC 5.13.010 et. seq AND/OR OTHER APPLICABLE CITY LAW, RULE OR REGULATION:

1. 2257 Colex, LLC *dba* Colorado Cannabis
2. Animas Herbal Wellness Center, Inc. *dba* Prohibition Herb
3. Buds GJ, LTD *dba* Buds
4. CamCap, LLC *dba* Grand Junction Greenery
5. Canna Care, LLC *dba* Canna Care
6. Cannabis Junction, LLC *dba* Cannabis Junction
7. Centroid Holdings, Inc. *dba* Terrapin Care Station
8. CLDC2, LLC *dba* Pure Fire Cannabis
9. Colorado Alternative Health Care, LTD *dba* Colorado Weedery
10. Colorado Greens, LLC *dba* The Green Horizon
11. HQ GJT, LLC *dba* High Q Grand Junction
12. JWJ, Inc. *dba* The Green House Grand Junction
13. Kai Dispensary, LLC *dba* Kai Dispensary
14. Kush Gardens Cannabis CO, LLC *dba* Kush Gardens Cannabis CO
15. LivWell XV, LLC *dba* LivWell
16. Lucky Me Dispensary, LLC *dba* Lucky Me Dispensary
17. Naturals, LLC *dba* Naturals
18. NuVue Pharma LLC *dba* NuVue Pharma LLC
19. RFSCGJ, LLC *dba* Roots Recreational
20. RJJ Grand Junction, LLC *dba* Native Roots Grand Junction
21. Sistem GJ, LLC *dba* Silver Stem Fine Cannabis
22. THC3, Inc. *dba* The Happy Camper Cannabis Co.
23. The Green Joint *dba* GJ2 LLC
24. TractX, LLC *dba* Local Joint
25. Western Colorado Marijuana, LLC *dba* The Garage
26. Zuma B, LLC *dba* Elevate

Dated this 29th day of June, 2022.

A handwritten signature in black ink, appearing to read "Greg Caton".

Greg Caton
City Manager

EXHIBIT C



Tonya Potter <tonya.potter@nativerootsdispensary.com>

Native Roots Application

Travis Wright <travisw@gjcity.org>

Mon, Sep 19, 2022 at 1:47 PM

To: Tonya Potter <tonya.potter@nativerootsdispensary.com>

Ms. Potter,

I appreciate your return email. Unfortunately, some applicants were moved on the Hearing schedule, and I was requested to have the Police Department's finding regarding Native Roots to City Hall by September 26th. I realize that only gives you a week, but your best efforts are appreciated.

The City does require official dispositions from Courts regarding criminal cases; please let me know if more time is needed to assimilate those. However, I am certainly not, at this point in the process, asking applicants to retroactively provide a comprehensive account of their license and/or civil litigation histories. A simple explanation of why something was not disclosed, or why I was mistaken, will suffice.

Please feel free to contact me with any questions or concerns.

Respectfully,

-Travis

From: Tonya Potter <tonya.potter@nativerootsdispensary.com>**Sent:** Monday, September 19, 2022 1:32 PM**To:** Travis Wright <travisw@gjcity.org>**Cc:** expansion@nativerootsdispensary.com <expansion@nativerootsdispensary.com>**Subject:** Re: Native Roots Application

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Hello Mr. Wright,

We have received your email and will be reaching out to various parties (Mr. Knobel, Mr. Ginsberg, and Mr. Jordan) to collect additional information as promptly as possible. Can you please respond with a deadline for us to formally respond to this email?

Thank you,

Tonya

On Mon, Sep 19, 2022 at 12:59 PM Travis Wright <travisw@gjcity.org> wrote:

Mr. Boord,

You are listed as the primary contact for Native Roots, thus I am addressing this email to you. In reviewing the application, and with the understanding Native Roots is operating a number of successful businesses elsewhere, I have several points of concern I would like to communicate to you.

MED Rule 3-225(C)(8) requires at least one camera must be dedicated to record the access points to the secured surveillance area. On page 2 of your floor plan, camera #11 appears to surveil the room generally. Referencing the business in general, Municipal Code 5.13.029(a)(1) requires the installation and use of security cameras to monitor and record all areas of the premises except restrooms. The guideline I will use during on-site inspections is that I should not be able to stand anywhere in the business, with doors open or closed, and not be seen by video surveillance.

The City's addendum asked applicants to list all locations where they have had a professional, occupational, business or sales tax license, where they have owned and/or operated a business and the name of their business(es). Records indicate Mr. Knobel, Mr. Ginsberg and Mr. Jordan have or have had businesses or licenses other than those disclosed (see attached). Are there any reasons for these omissions?

The addendum asked applicants if they have ever been arrested, served with a criminal summons, charged with or convicted of any crime or offense in any manner. Records indicate, in addition to any disclosures, Mr. Ginsberg was charged with misdemeanor criminal tampering and felony criminal mischief in 1995 (1995JD000043 Routt County) and with misdemeanor criminal mischief and misdemeanor criminal tampering in 1997 (1997JD000024 Routt County). The City will need official dispositions from the Courts where Mr. Ginsberg appeared. Are there any reasons for these omissions?

Likewise, Mr. Jordan was charged with possession of marijuana and drug paraphernalia in 2005 (2005M800947 Broomfield Municipal). The City will need an official disposition from the Court where Mr. Jordan appeared. Is there any reason for this omission?

The City asked applicants to list all civil litigations they have been a party to. Records indicate Mr. Knobel and Mr. Jordan, often affiliated with their businesses, have been involved in numerous actions that were not disclosed (see attached). Are there any reasons for these omissions?

The City asked applicants if they have ever had any administrative, civil or criminal finding of delinquency for failure to file or failure to pay State or local sales or use taxes or any other taxes. Records indicate Mr. Knobel was the subject of a 2011 Pennsylvania State tax lien for \$603,545.00, Mr. Jordan was the subject of a 2014 Federal tax lien for \$48,583.00 and Mr. Jordan was also the subject of a 2017 Internal Revenue Service lien for \$34,880.00. Are there any reasons for these omissions?

I would ask that any modified plans and/or diagrams be forwarded to Deputy City Clerk Janet Harrell (janeth@gjcity.org), Records Manager Debbie Kemp (debbiek@gjcity.org) and to me.

I am also attaching a general memorandum that I am sending to all applicants along with a highly tentative compliance inspection report listing the items I will be checking, both of which are intended to assist applicants with their plans and possible developments.

Respectfully,

-Travis

Travis Wright
Marijuana Compliance Officer
Grand Junction Police Department
555 Ute Avenue, Grand Junction, CO 81501
970-549-5240 - Office

9/19/22, 1:56 PM

Native Roots Colorado Mail - Native Roots Application

| travisw@gjcity.org

--

Tonya Potter

Assistant General Counsel

W: 303-830-4770 | C: 208-818-4882

NR_ε |



www.nativerootscannabis.com

This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

EXHIBIT D

On behalf of RJJ Grand Junction, LLC dba Native Roots Grand Junction, this is in response to your questions about our Application that we received via email on 9/19/22. Thank you for giving us the opportunity to explain the omitted information which, as indicated in detail below, was either deemed to be irrelevant to the question asked, or an oversight on our part, but certainly not meant to be misleading. We are happy to provide any additional information you may need to supplement our Application. Please contact us if you have any questions or require any additional information at expansion@nativerootsdispensary.com.

I. Limited Liability Companies (Businesses/Licenses)

- A. Regarding Mr. Peter Knobel - The reason(s) for omission of the various limited liability companies listed under Mr. Knobel are as follows:
1. Knobel Oil & Gas LLC is a passive investment vehicle in an oil and gas company and not an operating business; and
 2. All the other LLCs are real estate holding entities and not an operating business.
- B. Regarding Mr. Josh Ginsberg - The reason(s) for omission of the various limited liability companies listed under Mr. Ginsberg are as follows:
1. JGE LLC was established and is related to the previously-disclosed Josh Ginsberg Enterprises LLC, but it has never been used as an operating business, merely kept in Good Standing with the SOS;
 2. EB Ventures LLC, HHS Ventures LLC, Marketplace Disruption LLC, and Greenest Pastures Consulting LLC were all established in anticipation of starting a hemp business that never materialized and is/was not an operating business;
 3. Zooter Scooters LLC was established in anticipation of starting a scooter business related to the previously-disclosed auto businesses operated by Mr. Ginsberg but ultimately the business never materialized and is/was not an operating business;
 4. Max Autos LLC was an operating businesses but was not individually disclosed as it was a subsidiary under the previously-disclosed automotive companies operated by Mr. Ginsberg from 2004 to 2018; and
 5. TreyBag LLC is an operating business but it belongs to another individual, Mr. Ginsberg merely filed the initial paperwork.
- C. Regarding Mr. Rhett Jordan - The reason(s) for omission of the various limited liability companies listed under Mr. Jordan are as follows:
1. 680 Partners LLC is a real estate holding company that is a part of Native Roots Cannabis Co. and is associated with the previously-disclosed Conscious Confections LLC (a cultivation facility in Denver), Mr. Jordan was the registered agent on the initial paperwork;
 2. Higher Standards Inc. was merged (as indicated on the SOS screenshot) with a previously-disclosed entity/business;
 3. Lohi Lifestyle LLC was a real estate holding company, and not an operating business, for a property which Mr. Jordan owned;
 4. Faces of Entertainment was an event business Mr. Jordan briefly had 15 years ago and similarly, Sparticause LLC was a non-profit event business which was established solely for one specific event almost 15 years ago, both of which Mr. Jordan did not recollect; and
 5. RJJ Enterprises LLC, iMedicate LLC, and Healing Haus LLC were established in anticipation of starting businesses that never materialized and are/were not operating businesses.

II. Mr. Ginsberg Additional Charges

The reason for omission of cases 1995JD000043 and 1997JD000024 was a misunderstanding on our part. We did not include these matters as Mr. Ginsberg was a juvenile at the time of each offense and it was believed

that the matters were sealed as such did not come up in the background check we performed. Documentation regarding these two cases is attached at the end of this letter.

III. Mr. Jordan Additional Charge

We apologize for this administrative error on our part for inadvertently leaving off this charge from Mr. Jordan's disclosures. Documentation regarding this case (2005M80097) is attached at the end of this letter.

IV. Civil Litigation

- A. Regarding Mr. Knobel - The reason(s) for omission of the various proceedings/matters listed under Mr. Jordan are as follows:
1. 2020CV033204 - This matter was disclosed as it is part of another civil litigation listed; please see Mr. Knobel's Form 8, pgs. 15-16 of 20: Date "08/2017" and Type of Action "Enforcement/Vacation of Arbitration Award".
 2. 2008CV000153, 2006C000611, 2005CV000202 - These matters were disclosed as they are part of another civil litigation listed; please see Mr. Knobel's Form 8, pg. 18 of 20: Date "2004" and Type of Action "Civil Lawsuit".
 3. 2008CV000021 - We apologize for inadvertently omitting this matter as such was a lawsuit that was served and settled within approximately 48 hours and was a landlord/tenant dispute.
 4. 2008CV000021 and 2007CV000251 - We did not include these matters as we did not believe that they met the requirements of the question. These matters were not lawsuits but rather legal filings to make sure Mr. Knobel secured the right to redevelop the current Solaris site.
 5. 2012CV000878, 2009CV001911, 2008CV000995, 2002CV002347 - We did not include these remaining matters as we didn't believe that they met the requirements of the question. These matters were not lawsuits or actions but rather filings which enabled a landlord to ask the sheriff to help move people if they did not do so on their own after the termination of a lease.
- B. Regarding Mr. Jordan - The reason(s) for omission of the various proceedings/matters listed under Mr. Jordan are as follows:
1. 2003C002525 - We did not include this matter as we didn't believe it met the requirements of the question. It was not a lawsuit or action but rather a filing which enabled a landlord to ask the sheriff to help move people if they did not do so on their own after the termination of a lease.
 2. 2013CV032479 - We apologize for inadvertently omitting this matter which Mr. Jordan did not recollect.
 3. 2013CV03265 and 2013CV000421 - We apologize if these were inadvertently omitted from Mr. Jordan's Form 8. As detailed above in I(C)(1), Mr. Jordan was the registered agent of 680 Partners LLC and therefore, while Mr. Jordan's name was associated with the case(s), Mr. Jordan was not further involved.

V. Tax Liens

- A. Regarding Mr. Peter Knobel - We believe that this question was correctly answered and no omission was made as this lien was the result of a rather complicated series of events which resulted in the Commonwealth of Pennsylvania securing an assessment by filing a tax lien. Please see attached a letter drafted by Mr. Knobel's accountant who handled the matter in 2011 for the purposes of sharing with lenders who inquired about the lien.
- B. Regarding Mr. Rhett Jordan - We believe that this question was correctly answered and no omission was made as these amounts were liens imposed for outstanding amounts owed (which were promptly paid) and not a proceeding resulting in a finding of delinquency.



1955 Shield Drive, Unit 200
Steamboat Springs, CO 80487
970-879-5020 x.7

STATE OF COLORADO
Fourteenth Judicial District
Carmma Parkison,
Clerk of Court

DATE 9/23/2022

DEFENDANT: Joshua Ginsberg

RE: Routt County Case No. 95JD43

CASE CAPTION: People of the State of Colorado v. Joshua Ginsberg

To Whom It May Concern:

Pursuant to your request, we are attaching a copy of the judge signed motion to dismiss issued in connection with the referenced case.

In addition to this information, we can provide you with the following:

Case was fully dismissed by the Routt County District Attorney's Office on 12/19/95.

Should you require additional information, you may contact our office.

/s/ Erin Long
Deputy Clerk

Attachment; as noted

filed 12-15-95

ROUTE COUNTY
COMBINED COURT

DISTRICT COURT, COUNTY OF ROUTT, STATE OF COLORADO

Case No. 95JD43

'95 DEC 19 P4:29

MOTION TO DISMISS WITHOUT PREJUDICE

The People of the State of Colorado,
in the Interest of
Joshua Ginsberg
and concerning,
Sol Ginsberg,
Respondent(s).

1. The State requests that the above-entitled action against the above named juvenile be dismissed without prejudice.

2. The juvenile has entered into the Diversion program.

Dated this 15th day of December, 1995.

PAUL R. MCLIMANS #14837
District Attorney



James "Sandy" Horner #016035
Deputy District Attorney

ORDER

APPROVED and so Ordered this 19 day of Dec, 1995.

By the Court:


Judge

I hereby certify that a true and accurate copy
of the foregoing Order was

☒ deposited in the U.S. Mail Suv & Father
postage prepaid

☒ attorney folder OA

☐ hand delivered
this 19 day of Dec., 19 95

Jim Jery



1955 Shield Drive, Unit 200
Steamboat Springs, CO 80487
970-879-5020 x.7

STATE OF COLORADO
Fourteenth Judicial District
Carmma Parkison,
Clerk of Court

DATE 9/23/2022

DEFENDANT: Joshua Ginsberg

RE: Routt County Case No. 97JD24

CASE CAPTION: People of the State of Colorado v. Joshua Ginsberg

To Whom It May Concern:

Pursuant to your request, we are attaching a copy of the plea agreement issued in connection with the referenced case.

In addition to this information, we can provide you with the following:

1. All Fines & Costs have been paid in full.
2. All required components of the sentence have been completed.
3. There is no active warrant.

Should you require additional information, you may contact our office.

/s/ Erin Long
Deputy Clerk

Attachment; as noted

DISTRICT COURT, COUNTY OF ROUTT, STATE OF COLORADO

CASE NO. 97JD24

MINUTE ORDER - PLEA/DISPOSITION

PEOPLE OF THE STATE OF COLORADO,
IN THE INTEREST OF

Joshua Ginsberg, a Child,

AND CONCERNING,

Sol Ginsberg, Respondent.

Hearing Date: August 6, 1997

DISTRICT ATTORNEY: James "Sandy" Horner

DEFENDANT PRESENT DEFENSE COUNSEL

REPORTER Stacy 97 # 121 OTHER Jacob

Defendant to plead guilty to Count(s): **Count I - Criminal Mischief, C.R.S. as amended, 18-4-501 (M-2) and Count II - Second Degree Criminal Tampering, C.R.S. as amended 18-4-506 (M-2)**

of the [X] Petition

X Counts I and II to be subject to a Deferred Adjudication under the terms stated therein.

[X] Special Conditions:

48 hours Useful Public Service

 Count(s) to be dismissed.

X Restitution [] set at \$2,511.60 joint and severally [] to be determined. (\$2,511.60 individually)

Sentencing Recommendations:

18-1-1001 order entered. After a full advisement, the Court ~~tentatively~~ accepts the Defendant's tendered plea(s) of guilty. [] Factual basis attached. [] Court accepts the warrant as a factual basis. [X] Written advisement attached.

REPORT ORDERED: Presentence Alcohol Evaluation Other

Sentencing Hearing set for: at o'clock am/pm.

 Bond Continued.

 Defendant remanded to the custody of the sheriff pending posting of the bond.

COMMENTS:

James Horner
Magistrate



BROOMFIELD MUNICIPAL COURT
17 DESCOMBES DRIVE
BROOMFIELD CO 80020

CASE SUMMARY

2005M800947

THE PEOPLE OF THE STATE OF COLORADO vs. JORDAN, RHETT DANIEL

Charges

<u>Charge Description</u>	<u>Chapter/Section</u>	<u>Offense</u>	<u>Ticket</u>	<u>Disposition</u>
Possession Marijuana	9-19-020	08/17/2005	O13612	Dism by Court
Drug Paraphernalia	9-19-030	08/17/2005	O13612	Guilty

Sentence: 10/11/2005 \$10.00 AMOUNT Municipal Admin Surcharge

Sentence: 10/11/2005 \$20.00 AMOUNT Municipal Court Costs

Sentence: 10/11/2005 \$100.00 AMOUNT Municipal Ordinance Fee

Municipality: BROOMFIELD POLICE DEPT

Parties

DEFENDANT JORDAN, RHETT DANIEL 05/10/84

Documents

10/11/2005	Case Closed	
09/09/2005	Motion	FOR DISCOVERY W/COPY OF ENTRY OF APPEARANCE /KP
08/30/2005	Entry of Appearance	ENTRY OF APPEARANCE, WAIVER OF ARRG, REQ FOR PT CONF /DC
08/22/2005	Filing Other	AMEND LTR MLD /KP
08/22/2005	Summons and Complaint Filed	

Assessments

<u>Assessment Date</u>	<u>Description</u>	<u>Amount</u>	<u>Paid To Date</u>	<u>Balance Due</u>
10/12/2005	Municipal Admin Surcharge	\$10.00	\$10.00	\$0.00
10/12/2005	Municipal Ordinance Fee	\$100.00	\$100.00	\$0.00
10/12/2005	Municipal Court Costs	\$20.00	\$20.00	\$0.00

Payments

Court Events

<u>Reason</u>	<u>Location</u>	<u>Judge</u>	<u>Reporter</u>
10/11/2005	5	null	
Reason: Pre-Trial Conference			
Result: Hearing Held			
09/27/2005	5	null	
Reason: Arraignment			
Result: Vacated			



October 11, 2011

Re: Peter Knobel
Pennsylvania Personal Income Tax Assessment
Tax year: 2005

To Whom It May Concern:

I am the accountant for the above mentioned person who has asked that I explain the Pennsylvania income assessment for 2005. The assessment has been secured by the Commonwealth of Pennsylvania by the filing of tax lien.

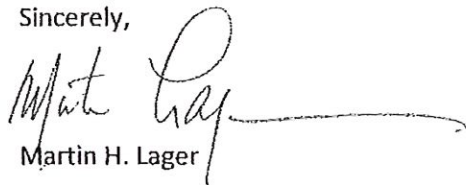
The 2005 assessment represents the recapture of phantom income created by the foreclosure on the property by the creditor. Mr. Knobel was holding the investment as a nominee for Stephen Ross who was the actual economic owner of the property. Since the investment was made in an S Corporation, any previous year's losses created by the property were not deductible since the shareholders are not deemed to have basis in the debt on the property. Accordingly, all previous losses are suspended until the shareholder is deemed to have basis to claim the losses.

The shareholder can claim the suspended loss when the entity creates income such as the sale of the property which would be the effect of a foreclosure. The problem for Mr. Knobel is that the foreclosure is a wash for federal purposes but not for Pennsylvania. Pennsylvania does not allow a taxpayer to carry forward suspended losses of any kind. Accordingly, the foreclosure is deemed to be sale in 2005 which creates Pennsylvania income.

Mr. Knobel was assured by the nominee that he would be made whole if the transaction caused him a personal liability. The assessment has not been paid since Mr. Ross and about 193 other cases are awaiting adjudication of a Pennsylvania tax court case dealing with Pennsylvania's refusal to allow carry forward losses, known as the Grant case. The state is not willing to accept a bond to secure the assessment and will only settle if the taxpayer agrees not to file a refund claim if the Grant case is sustained to allow for losses of these kinds to be carried forward.

Mr. Knobel received no economic gain what so ever in doing a favor for a friend; if anything, it has caused numerous problems which were not his making. If you have any questions, please don't hesitate to contact the undersigned.

Sincerely,



Martin H. Lager

708 THIRD AVENUE
THIRTEENTH FLOOR
NEW YORK, NY 10017

T: 212.297.9111
F: 212.297.9131
E: mlager@lagercpa.com

EXHIBIT E

Form 668 (Z) (Rev. 10-2000)		3592		Department of the Treasury - Internal Revenue Service	
Certificate of Release of Federal Tax Lien					
Area: SMALL BUSINESS/SELF EMPLOYED AREA #6 Lien Unit Phone: (800) 913-6050		Serial Number 986140814		For Use by Recording Office	
I certify that the following-named taxpayer, under the requirements of section 6325 (a) of the Internal Revenue Code has satisfied the taxes listed below and all statutory additions. Therefore, the lien provided by Code section 6321 for these taxes and additions has been released. The proper officer in the office where the notice of internal revenue tax lien was filed on <u>March 04</u> <u>2014</u> , is authorized to note the books to show the release of this lien for these taxes and additions.				20142055444 \$20.00 SECRETARY OF STATE 06/10/2014 11:38:00	
Name of Taxpayer RHETT D JORDAN					
Residence 3221 QUIVAS ST DENVER, CO 80211-3546					
COURT RECORDING INFORMATION: Liber Page UCC No. Serial No. n/a n/a n/a 20142019906					
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040 *****	12/31/2011 *****	XXX-XX-6906 *****	11/26/2012 *****	12/26/2022 *****	48583.79 *****
Place of Filing SECRETARY OF STATE STATE OF COLORADO DENVER, CO 80202					Total \$ 48583.79
This notice was prepared and signed at <u>SEATTLE, WA</u> , on this,					
the <u>28th</u> day of <u>May</u> , <u>2014</u> .					
Signature 			Title Operations Manager, Centralized Case Processing-Lien Unit		
(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Certificate of Release of Federal Tax lien Rev. Rul. 71-486, 1971 - 2 C.B. 409)					
Part 1 - RECORDING OFFICE			Form 668 (Z) (Rev. 10-2000) CAT. NO 600261		

Form 668 (Y)(c)
(Rev. February 2004)

3592

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area:
SMALL BUSINESS/SELF EMPLOYED AREA #6
Lien Unit Phone: (800) 829-3903

Serial Number
986140814

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer RHETT D JORDAN

Residence 3221 QUIVAS ST
DENVER, CO 80211-3546

20142019906
\$15.00
SECRETARY OF STATE
03/04/2014 08:37:00

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2011	XXX-XX-6906	11/26/2012	12/26/2022	48583.79
Place of Filing SECRETARY OF STATE STATE OF COLORADO DENVER, CO 80202					Total \$ 48583.79

This notice was prepared and signed at SEATTLE, WA, on this,
the 21st day of February, 2014.

Signature 
for G.J. CARTER-LOUIS

Title
ACS SBSE 26-00-0008
(800) 829-3903

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

EXHIBIT F

Form 668 (Y)(c) (Rev. February 2004)	3847 Department of the Treasury - Internal Revenue Service Notice of Federal Tax Lien
---	--

Area: SMALL BUSINESS/SELF EMPLOYED AREA #6 Lien Unit Phone: (800) 829-3903	Serial Number 278691517	For Optional Use by Recording Office
--	----------------------------	--------------------------------------

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer RHETT D JORDAN

Residence 3221 QUIVAS ST
DENVER, CO 80211-3546

20172087874
\$20.00
SECRETARY OF STATE
09/20/2017 10:10:00

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2014	XXX-XX-6906	04/24/2017	05/24/2027	7819.82
1040	12/31/2015	XXX-XX-6906	11/21/2016	12/21/2026	27060.30

Place of Filing SECRETARY OF STATE STATE OF COLORADO DENVER, CO 80202	Total \$ 34880.12
--	-------------------

This notice was prepared and signed at SEATTLE, WA, on this, the 12th day of September, 2017.

Signature for G.J. CARTER-LOUIS	Title ACS SBSE (800) 829-3903	26-00-0008
------------------------------------	-------------------------------------	------------

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

EXHIBIT G



STATE OF COLORADO

First Judicial District
100 Jefferson County Parkway
Golden, CO 80401
720-772-2500

Diana Coffey, Clerk of Court

March 24, 2022

To Whom It May Concern,

RE: Rhett Daniel Jordan

After a thorough search of Jefferson County Combined Court's records based on the information provided, no case was filed for: Rhett Daniel Jordan, DOB [REDACTED] Charges: Dangerous Drugs Mfg/Dist/Sell/Poss, Drug Paraphernalia-Possess, Dangerous Drugs Less than 1oz On Date: 2/26/2010 Arrest # 1002988 by Jefferson County Sheriff Office.

Sincerely ,

Allison Clarke



Deputy Clerk

Files and Records