

**GRAND JUNCTION CANNABIS LICENSING AUTHORITY  
MINUTES  
October 12, 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. GJ2, LLC dba The Green Joint, 753 Horizon Court, Grand Junction, CO 81506, Retail

Appearing

Attorney James Nechlaba (via phone)  
Member Daniel Sullivan

Hearing Officer Rubinstein reviewed the applicant's response dated October 10, 2022, and marked it as Exhibit 1

Staff Attorney Merritt reviewed the applicant's response, and the city has no other issues or concerns.

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

Hearing Officer Rubinstein ruled in consideration of the documents supplemented as Exhibit 1, the issues noted in the findings report have been satisfied. The application is complete and may proceed into the randomized selection process. This decision is final, and any appeal of this decision shall be made to the 21st Judicial District.

2. Cannabis Junction, LLC, dba Cannabis Junction, 1215 North 1<sup>st</sup> Street, Grand Junction, CO 8150, Retail

Appearing

Member Doug Pritchard  
Member Rosalys Obst

Hearing Officer Rubinstein received, and reviewed emails dated October 6, 2022, including a written response, a commercial lease, Certificate of Trust, sign and parking plan, and information related to the findings of suitability. It was marked as Exhibit 1.

Staff Attorney Merritt stated the outstanding issues of the proposed operating plan include determining the number of parking spaces, no dimensions on the sign, and a freestanding sign. Regarding the lease, the addendum provided in Exhibit 1, indicates the lease is not effective until January 1, 2023. The city's code requires proof of possession at time of application. Regarding ownership, the email addendum signed by Mr. Pritchard is signed as an individual and the owner of the property is a trust.

Mr. Pritchard testified he owns the building and has the authority to sign on behalf of the trust. He believes there are nine existing parking spaces.

Mr. Pritchard submitted a document regarding the parking. It was marked as Exhibit 2 and resolves the parking issues. He also submitted a Google map exhibit of the sign; it was marked as Exhibit 3.

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

Gregory Urban, current tenant of the building spoke in opposition to the application based on ingress/egress and traffic flow. He also expressed concern regarding the proximity to the high school and homeless issues.

Hearing Officer Rubinstein has received emails dated October 10th and 11th related to this application and they were marked as Exhibit A.

Principal Planner Nicole Galehouse testified a traffic study has not been done. If the tenant inside changes from a medical office, there would need to be a change of use process, but the process generally does not require a traffic study. Most parcels have a single point of access.

Kathy Carmichael spoke in opposition to the application based on the proximity to the high school.

Bud Wilkerson spoke in opposition to the application based on the proximity to both the high school and park.

Mr. Pritchard testified they meet the legal distance requirements.

Hearing Officer Rubinstein ruled that based on her review of the application, a supplement is needed, within seven days, to indicate the trust is signing the lease and address the applicant's date of possession of the premises. The findings of suitability have been resolved. She took the application under advisement based on the testimony provided by the public.



3. Kai Dispensary, LLC dba Kai Dispensary, 914 South Avenue, Grand Junction, CO 81503, Retail

Appearing

Joseph Coleman  
Stuart R. Baca

Hearing Officer Rubinstein received supplemental information dated October 10, 2022, marked as Exhibit 1. The information includes emails related to response, a written statement related to the operating plan, the obstruction of view, business entity documents, signage plan, description of various entities and other litigation issues. She received additional information in the morning including a special power of attorney, a statement related to construction, signage, parking, dimensions, landlord consent, parking plan and signage plan. These were marked as Exhibit 2.

Staff Attorney Merritt stated she and the staff reviewed the submitted supplemental material and all matters included in the findings report have been answered.

In response to questions from the hearing officer, the applicant stated the windows will be reflective and higher than visibility level.

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 supplements, 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. Western Colorado Marijuana, LLC dba The Garage, 545 Colorado Avenue, Grand Junction, CO 81501, Retail

Appearing

Member Mitchell Yater  
Member Craton Edwards

Hearing Officer Rubinstein noted she received a response dated October 7, 2022, which includes a response to the findings report, an owner's statement regarding the modification of business, a general lease, property authorization for a cannabis business, and business licensing documents. These documents were marked as Exhibit 1.

Staff Attorney Merritt noted the property authorization does not have the type of business noted. All other issues noted in the findings report have been resolved.

In response to the hearing officer, Mr. Edwards stated he could provide a completed property authorization form within seven days.

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 supplements, the application is conditionally complete. The condition is receipt, within seven days of the completed property authorization. Upon receipt of the document, the application may proceed to the randomized selection process. This ruling is final, and any appeal shall be filed with the 21st Judicial District.

5. Colorado Alternative Health Care, Ltd. The Colorado Weedery, 879 Struthers Avenue Unit A, Grand Junction, CO 81501, Retail

Appearing

Member Desa Loughman

Member Jesse Loughman

Hearing Officer Rubinstein received a response dated October 5, 2022, regarding property authorization, additional information regarding a tax lien release, Articles of Dissolution, Statement of Authority, and statement of operating system. These documents were received as one packet of materials from the City Clerk and were marked as Exhibit 1.

In response to questions from the hearing officer, Ms. Frances Candlin appeared and stated she has the authority to sign on behalf of Riverpark Alliance, LLC.

Staff Attorney Merritt stated she and the staff reviewed the additional information provided by the applicant and believe all the items in the findings report have been addressed.

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

Frances Candlin spoke in favor of the applicants.

Hearing Officer Rubinstein ruled based on her review of the application and supplemental documentation, the issues noted in the findings report 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. Naturals, LLC, dba Naturals, 910 North 1st Street, Grand Junction, CO 81501, Retail

Appearing

Member Brian Groves

Member Sid Squirrel

Member Edward Becoat

Member Kyle Serrano

Hearing Officer Rubinstein received the additional information dated October 7, 2022. The document was marked as Exhibit 1.

Staff Attorney Merritt noted conflicting business entity names used within the application documents and requested clarification of the business entity name. Exhibit 1 contains an agreement to extend the purchase contract reflecting a closing date of November 30, 2022. The city code requires possession of the premises at time of application and for a period of three years.

In response to questions from the hearing officer, Mr. Serrano testified that the purchase of the building is conditional upon being selected in the randomized selection process.

City Attorney Shaver reviewed the city code, and the applicant must demonstrate legal possession of the premises at time of application.

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

Kristina Good, 127 Teller Avenue, spoke in opposition to the application because of lack of parking. She presented the hearing officer with a petition signed by 20 business owners and residents all in opposition to the application. She is concerned a dispensary will exacerbate the current homelessness in the area.

Dan Blumberg, 127 Teller Avenue, spoke in opposition to the application based on parking issues in the area and business management because the owners are involved with multiple businesses in the community.

John Peck, 124 Teller Avenue, spoke in opposition to the application because of the location and is concerned a dispensary will exacerbate the homeless issue.

Unknown speaker, spoke in opposition to the application because of the proximity to two schools.

Hearing Officer Rubinstein has also received three additional letters in opposition.

The applicant stated a manager would be hired to manage the day-to-day operations, the property meets the city's requirements for parking, and they are outside of the legal distance requirements for schools. There is currently a homeless issue and there is nothing to indicate a dispensary will add to that.

Hearing Rubinstein ruled she has considered the application, the additional documents, and statements given. The applicant has seven days to provide documentation regarding proof of ownership. She is taking the matter under advisement and will issue a written order.

7. 2257 Colex, LLC, dba Colorado Cannabis, 227 Lynwood Street, Grand Junction, CO 81503, Retail

Appearing

No appearance

Hearing Officer Rubinstein ruled the meeting was called to order at 9:00 a.m. and this application was on the agenda and a representative of the application was present. The time is now 10:25 a.m. and the applicant representative is no longer present in the hearing room or the hallway. There were issues in the application that needed to be addressed. No supplemental information was provided. The application is deemed incomplete and not suitable for the randomized selection process. This ruling is final, and any appeal shall be made to the 21st Judicial District.

### **III. Other Business**

There was none.

### **IV. Adjournment**

The meeting adjourned at 10:28 a.m.

**Applicant Response to Review and Findings Report**

To: Grand Junction Cannabis Licensing Authority

From: James Nechleba, Regulatory Counsel – Vicente Sederberg, LLP

Subject: Re: Cannabis Business License Application for GJ2 LLC dba The Green Joint

Date: 10/10/2022

On October 4, 2022, Grand Junction City Manager, Eric Canton, issued the Grand Junction Cannabis Licensing Authority a “Review and Findings Report” (hereafter referred to as the “Report”) regarding the Application of GJ2 LLC, dba The Green Joint, for a Cannabis Business License at 753 Horizon Court, Grand Junction, CO 81506. While overall the Report advised that the form and content of the Application was complete, Grand Junction, through Compliance Officer Travis Wright, raised questions and requests post-submission that have since been addressed in full. The Green Joint asserts that its Application is complete and, per Grand Junction Municipal Code (GJMC) 5.13.017, advance to the randomized selection process.

While The Green Joint maintains all issues, questions, and requests raised in the Report are answered, in the spirit of streamlining the review of the Report, the noted areas where it was alleged otherwise are featured below.

**Proposed Operating Plan**

The Report noted the following:

The Floor Plan labeled “General Layout” and the Floor Plan labeled “Security & Emergency Lighting Layout” show different configurations of the building, including dedicating 1,150 square feet to a separate tenant area. Without clarification as to which Floor Plan is correct, it is not possible to determine compliance with operating plan standards.

This issue was corrected and submitted to the City Manager, Deputy City Clerk, Records Manager, City Attorney, and Marijuana Compliance Officer. The two floor plans now correspond to one another.<sup>1</sup> In the process of updating the “Security” plan to comply with the contiguous limited access area (LAA)

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<sup>1</sup> See Attachment Exhibit A.

requirement per Marijuana Enforcement Division (MED) rule, The Green Joint forgot to update the “General Layout” plan as well.

In complying with the contiguous LAA is requirement, The Green Joint noticed that the current kitchen area (noted on the plan as “separate tenant area”) was not needed for the day-to-day operations of the Retail Marijuana Store. At this time, The Green Joint is considering potentially renting this 1,150 SF space to another party, such as a catering company or food truck-type business. With proper permitting and permissions, this space would have its own access for entry and egress (rear of the building), and it has its own restroom – and currently a full functioning kitchen. If this use would not be allowed, then it would not use it for this purpose. Lastly, it is worth nothing that there are currently swinging doors to access the kitchen area from inside the space. If the City allows this space to be rented out, the Green Joint would “wall up” and securely separate the two spaces within the building.

### **Zoning Verification**

This matter was resolved on October 5, 2022. The Green Joint received correspondence from one Nicole Galehouse, stating “Attached please find the official zoning verification for 753 Horizon Court. Please me know if you have any questions.” However, the Community Development Department failed to sign the Zoning Verification before that Department sent the form to the City Manager’s Office. The Green Joint attempted to have Ms. Galehouse correct the error with no success until October 5, 2022, when it noticed its error and issued the City Manager the signed form.<sup>2</sup>

### **Property Authorization**

The Report notes that The Green Joint failed to demonstrate that Daniel Sullivan has either signatory authority for 753 Horizon Court LLC, or its registered agent, the Law Offices of Preston Fox, P.C. 753 Horizon Court LLC is equally owned by its members, Daniel & Cheryl Sullivan. Daniel Sullivan is the Manager and has the authority to sign on behalf of the company.<sup>3</sup> Generally speaking, registered agents are not permitted to bind corporate entities to contracts unless provided specific authority by the company. As Mr. Sullivan is the Managing-Member of 753 Horizon Court LLC, he states with authority that neither Preston Fox, P.C., nor any of its agents or owners have power to bind the entity.

### **Floor Plan**

The issues raised with the Floor Plan were identical to the issues raised in relation to the Proposed Operating Plan.<sup>4</sup> Please advise if there are further questions.

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<sup>2</sup> See Attachment Exhibit B.

<sup>3</sup> See Attachment Exhibit C.

<sup>4</sup> Exhibit A.



## Business Entity Documents

The City Manager noted issues within the Report regarding various disclosures of business affiliations and court cases, which The Green Joint timely addressed. For example, the Report alleges that Daniel Sullivan failed to disclose or provide a disposition for a misdemeanor battery case. This is incorrect. Mr. Sullivan disclosed the misdemeanor battery in the DR8559 form at the time of application, and provided the requisite information regarding the charge on the "City of Grand Junction Criminal History Supplement Sheet."<sup>5</sup> Within 4 days of Compliance Investigator Wright's request, Mr. Sullivan provided a copy of a record of disposition from the court for this incident.<sup>6</sup>

The Report also alleges that Daniel Sullivan, Cheryl Sullivan, and Barbara Paarz failed to disclose managerial affiliations or positions as directors of other businesses. This is all due to simple misunderstanding based upon the language of the application itself and unfamiliarity with the application process. The Addendum states, "On the attached *license* data supplement sheet, list all locations where you have had a professional, occupational, business or sales tax license, where you have owned and/or operating a business and the name of your business(es)..." The use of the phrase "*license* data" led The Green Joint to believe that Grand Junction was only requesting information specific to *Colorado marijuana* licenses, as is the case with other jurisdictions within Colorado. Candidly, the Green Joint employee normally responsible for these applications has been unavailable, and simple errors based on ignorance and inexperience occurred.

The Green Joint addresses the noted deficiencies again below:

- 1) Daniel Sullivan has managerial affiliations with more than 11 businesses outside the ones named in the initial application—in total there were 24.<sup>7</sup> These were not listed based on simple misunderstanding; most of these entities are primarily abandoned and were only used temporarily to move and acquire assets. The Arizona companies still active are used primarily for real estate dealings or otherwise were sold to other individuals. The Illinois entities were only recently formed for the purposes of acquiring marijuana licenses in that state, which has not yet occurred. The same is true of the New Jersey entities.
- 2) Cheryl Sullivan is the director of two additional businesses outside the ones named in the initial application.<sup>8</sup> Same as Daniel Sullivan, they were not listed based on simple misunderstanding and are both inactive.
- 3) Brian Sullivan possesses a professional Control Tower Operator license and a Private Pilot license, both issued by the FAA.<sup>9</sup> These were not listed among the licenses possessed because they have no affiliation to marijuana licensure, and were mistakenly believed to be irrelevant to the application process.
- 4) Barbara Paarz was a director for one business outside what was provided in the initial application.<sup>10</sup> This was an excavation business that closed its doors nearly fifteen years ago, and had no association

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<sup>5</sup> See Attachment Exhibit D.

<sup>6</sup> See Attachment Exhibit E.

<sup>7</sup> See Attachment Exhibit F.

<sup>8</sup> See Attachment Exhibit G.

<sup>9</sup> See Attachment Exhibit H.

<sup>10</sup> See Attachment Exhibit I.

with the marijuana industry; it was mistakenly believed that disclosure of this business was not necessary because it was irrelevant to the application.

- 5) Dan and Cheryl Sullivan were involved in a small claims court case out of Florida in 2016, which revolved around a tenant's security deposit.<sup>11</sup> The Sullivans determined that the tenant, having left the property severely damaged, was not entitled to their security deposit upon leaving the property. However, Florida law required written notice in a specific manner within a certain time frame; when the Sullivans failed to do so, the tenants took up suit and seeing that they were not compliant with Florida tenant law, resolved to settle the case by returning the deposit.<sup>12</sup> This matter had no nexus to marijuana licensing or the industry, and the Sullivans did not believe that it was necessary to disclose.
- 6) Dan and Cheryl Sullivan incurred a tax debt for their 2017 return and on a payment plan.<sup>13</sup> After missing payment one month, the IRS filed a lien. Within two days, the Sullivans paid the entirety of the amount left with the IRS and the lien was released.<sup>14</sup> The Sullivans though in good faith that a released lien did not qualify as an event to report, especially because it did not involve a marijuana business or any business whatsoever. They also thought, in good faith, that Grand Junction narrowed its inquiry to Colorado.
- 7) Barbara Paarz was a defendant in three civil litigations as the result of a bankruptcy in El Paso County.<sup>15</sup> Ms. Paarz was among a class of investors in a Dairy Queen franchise in the late 1980's out of Teller County, which unfortunately went under. As an investor, she named as a party to multiple suits by debtors, all of which were discharged over thirty years ago during bankruptcy proceedings. Additionally, Ms. Paarz was a Plaintiff in a suit in 1992 where an individual assumed her mortgage and took her home; the suit was to return lawful possession of her home to her. As neither of these suits dealt with the marijuana industry and concluded 30 or more years prior, The Green Joint did not believe that Grand Junction was interested in these kinds of cases, in line with other Colorado jurisdictions.

### **Determination**

The alleged deficiencies raised by the Compliance Officer and City Manager were accidental and the result of ignorance; they were timely cured, and were not the product of any malice, deceit, or prevarication. A complete review of the Application of GJ2 LLC dba The Green Joint for a Cannabis Business License at 753 Horizon Court, Grand Junction, CO 81506 demonstrates that the company meets the requirements of GJMC Titles 3, 5, 21, and 27 for a Regulated Cannabis Business. Pursuant to GJMC 5.13.017, it should advance to the randomized selection process.

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<sup>11</sup> Exhibits F & G.

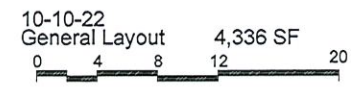
<sup>12</sup> See Attachment Exhibit J.

<sup>13</sup> Exhibits F & G.

<sup>14</sup> See Attachment Exhibit K.

<sup>15</sup> See Attachment Exhibit I.







**dan@thegreenjoint.com**

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**From:** Dan Sullivan <dan@thegreenjoint.com>  
**Sent:** Thursday, May 26, 2022 5:15 PM  
**To:** Nicole Galehouse  
**Cc:** Tamra Allen; Laura Bauer; Janet Harrell  
**Subject:** Re: Official Zoning Verification 753 Horizon Court

Thank you Nicole!

Quickie question please... does this process require a "Director Signature" on the second page to be valid, or is there some internal record that is kept, so I'm good to go? I appreciate your help!

Best,

Dan

(SHE NEVER RESPONDED TO MY EMAIL)

Sent from my Verizon, Samsung Galaxy smartphone  
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**From:** Nicole Galehouse <nicoleg@gjcity.org>  
**Sent:** Thursday, May 26, 2022 5:07:46 PM  
**To:** dan@thegreenjoint.com <dan@thegreenjoint.com>  
**Cc:** Tamra Allen <tamraa@gjcity.org>; Laura Bauer <laurab@gjcity.org>; Janet Harrell <janeth@gjcity.org>  
**Subject:** Official Zoning Verification 753 Horizon Court

Good afternoon,

Attached please find the official zoning verification for 753 Horizon Court. Please let me know if you have any questions.

**Nicole Galehouse, AICP**  
Senior Planner  
[970.256.4014](tel:970.256.4014)  
[nicoleg@gjcity.org](mailto:nicoleg@gjcity.org)





## ZONING VERIFICATION CANNABIS BUSINESS

Applicant must complete this form for the proposed location. The form must be submitted to the Community Development Department at [comdev@gjcity.org](mailto:comdev@gjcity.org) along with an application fee of \$100. The Department will review the information and respond to the Applicant via email.

### CONTACT INFORMATION:

|                         |                         |
|-------------------------|-------------------------|
| Name of Applicant:      | GJ-2 LLC                |
| Trade Name of Business: | THE GREEN JOINT         |
| Email Address:          | DAN@THE GREEN JOINT.COM |
| Phone:                  | CELL 941-928-4262       |

### PROPERTY

|                                     |                                                              |
|-------------------------------------|--------------------------------------------------------------|
| Street Address:                     | 753 HORIZON COURT GJ CO 81506                                |
| Existing Use of Property:           | RESTAURANT - SHUTTERED/VACANT                                |
| Property Owner:                     | 753 HORIZON COURT LLC                                        |
| Property Owner Contact Information: | DANIEL SULLIVAN CELL 941-928-4262<br>DAN@THE GREEN JOINT.COM |

### PROPOSED USE

☒ Retail Cannabis Store

☐ Co-located Retail & Medical Cannabis Store

### SITE-SPECIFIC CONSIDERATIONS

☐ Drive-Through

☐ 1<sup>st</sup>/Ground Floor

☐ Residential Units in Building

☐ 2<sup>nd</sup> Floor or Above

**PROPOSED NEW CONSTRUCTION:** *NOT NEW CONSTRUCTION* An 11x17 site plan showing the Property and building must be submitted for evaluation of zoning. Site plans must be drawn to scale, be clear and legible, show all property lines, and provide dimensions of the property and buildings. Failure to provide this information will result in delays of the zoning verification process.

**PROPOSED DRIVE-THROUGH:** An 11x17 site circulation plan showing the stacking for the drive-through and proposed circulation throughout the site. Site plans must be drawn to scale, be clear and legible, show all property lines, and provide dimensions of the property and buildings.





## ZONING VERIFICATION CANNABIS BUSINESS

Street Address: 733 HORIZON COURT G5 CO ~~8150L~~

### TO BE COMPLETED BY THE PLANNING DIVISION

|                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                         |                                         |                                         |                                         |                                         |                              |                                        |                              |                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|------------------------------|----------------------------------------|------------------------------|----------------------------------------|
| Application Reviewed By: <u>Nicole Galehouse</u>                                                                                                                                 | Date: <u>05.26.22</u>                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                         |                                         |                                         |                                         |                                         |                              |                                        |                              |                                        |
| Allowed Use In Zone District: <u>C-1</u><br>- Horizon Drive Business Improvement District?<br>- Downtown Grand Junction? If yes, what floor?<br>- Drive-Through Permitted?       | <table border="1"><tr><td rowspan="4"><input type="checkbox"/> Floor</td><td><input checked="" type="checkbox"/> Yes</td><td><input type="checkbox"/> No</td></tr><tr><td><input checked="" type="checkbox"/> Yes</td><td><input type="checkbox"/> No</td></tr><tr><td><input type="checkbox"/> Yes</td><td><input checked="" type="checkbox"/> No</td></tr><tr><td><input type="checkbox"/> Yes</td><td><input checked="" type="checkbox"/> No</td></tr></table> | <input type="checkbox"/> Floor          | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No             | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No             | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <input type="checkbox"/> Floor                                                                                                                                                   | <input checked="" type="checkbox"/> Yes                                                                                                                                                                                                                                                                                                                                                                                                                           |                                         | <input type="checkbox"/> No             |                                         |                                         |                                         |                              |                                        |                              |                                        |
|                                                                                                                                                                                  | <input checked="" type="checkbox"/> Yes                                                                                                                                                                                                                                                                                                                                                                                                                           |                                         | <input type="checkbox"/> No             |                                         |                                         |                                         |                              |                                        |                              |                                        |
|                                                                                                                                                                                  | <input type="checkbox"/> Yes                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                         | <input checked="" type="checkbox"/> No  |                                         |                                         |                                         |                              |                                        |                              |                                        |
|                                                                                                                                                                                  | <input type="checkbox"/> Yes                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> No  |                                         |                                         |                                         |                                         |                              |                                        |                              |                                        |
| Separation Requirements Met:<br>- Public/Private Schools, CMU, WCC (1,000 ft)<br>- Substance Use & Mental Health Facilities (500 ft)<br>- Not co-located with a Dwelling Unit(s) | <table border="1"><tr><td><input checked="" type="checkbox"/> Yes</td><td><input type="checkbox"/> No</td></tr><tr><td><input checked="" type="checkbox"/> Yes</td><td><input type="checkbox"/> No</td></tr><tr><td><input checked="" type="checkbox"/> Yes</td><td><input type="checkbox"/> No</td></tr></table>                                                                                                                                                 | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No             | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No             | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No  |                                        |                              |                                        |
| <input checked="" type="checkbox"/> Yes                                                                                                                                          | <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                         |                                         |                                         |                                         |                                         |                              |                                        |                              |                                        |
| <input checked="" type="checkbox"/> Yes                                                                                                                                          | <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                         |                                         |                                         |                                         |                                         |                              |                                        |                              |                                        |
| <input checked="" type="checkbox"/> Yes                                                                                                                                          | <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                         |                                         |                                         |                                         |                                         |                              |                                        |                              |                                        |
| Director Signature: <u><i>Tu</i></u>                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                         |                                         |                                         |                                         |                                         |                              |                                        |                              |                                        |

### ADDITIONAL COMMENTS:

SIGNATURE ADDED IN PDF

OF REVIEW + FINDINGS REPORT

EMITSA 10-4-22

*The purpose of this request is to verify whether the proposed cannabis business is an allowed use on the listed Property. This report is not, nor shall it be interpreted, as evidence that the proposed business complies with any other provision of the GJMC.*

**Ordinance No. 5070 becomes effective on June 5, 2022. If Ordinance No. 5070 does not become effective as scheduled, this zoning verification form will be considered null and void.**



Operating Agreement  
753 Horizon Court LLC

1. The members of 753 Horizon Court LLC (the Company) and their membership percentages are:

| <u>Names</u>    | <u>%</u> |
|-----------------|----------|
| Daniel Sullivan | 50%      |
| Cheryl Sullivan | 50%      |

2. The Manager of the Company is Daniel Sullivan. The Manager has the authority to sign all documents and enter into all agreements on the Company's behalf, without limitation.
3. Except as enumerated above, the Members elect to allow the provisions of the Colorado Limited Liability Company statute to govern the affairs of the Company.

Signed this 28<sup>th</sup> day of April, 2021

MEMBER



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Daniel Sullivan, Managing Member of  
Green Medicine, LLC

**Articles of Organization for a Limited Liability Company**  
filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

**The domestic entity name of the limited liability company is** 753 Horizon Court, LLC

**The principal office street address is** 609 Harmony Lane  
Carbondale CO 81623  
US

**The principal office mailing address is** 609 Harmony Lane  
Carbondale CO 81623  
US

**The name of the registered agent is** Law Offices of Preston Fox, P.C.

**The registered agent's street address is** 205 South Mill Street  
Suite 301A  
Aspen CO 81611  
US

**The registered agent's mailing address is** 205 South Mill Street  
Suite 301A  
Aspen CO 81611  
US

The person above has agreed to be appointed as the registered agent for this limited liability company.

**The management of the limited liability company is vested in** Managers

There is at least one member of the limited liability company.

**Person(s) forming the limited liability company**

Daniel Sullivan  
609 Harmony Lane  
Carbondale CO 81623  
US

Cheryl Sullivan  
609 Harmony Lane  
Carbondale CO 81623

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

**Name(s) and address(es) of the individual(s) causing the document to be delivered for filing**

Preston E Fox  
205 South Mill Street  
Suite 301A  
Aspen CO 81611  
US

**For this Record...**

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## Summary

| Details                          |                                                       |                |                           |
|----------------------------------|-------------------------------------------------------|----------------|---------------------------|
| Name                             | 753 Horizon Court LLC                                 |                |                           |
| Status                           | Good Standing                                         | Formation date | 04/28/2021                |
| ID number                        | 20211412857                                           | Form           | Limited Liability Company |
| Periodic report month            | April                                                 | Jurisdiction   | Colorado                  |
| Principal office street address  | 609 Harmony Lane, Carbondale, CO 81623, United States |                |                           |
| Principal office mailing address | 609 Harmony Lane, Carbondale, CO 81623, United States |                |                           |

| Registered Agent |                                                                   |
|------------------|-------------------------------------------------------------------|
| Name             | Law Offices of Preston Fox, P.C.                                  |
| Street address   | 205 South Mill Street, Suite 301A, Aspen, CO 81611, United States |
| Mailing address  | 205 South Mill Street, Suite 301A, Aspen, CO 81611, United States |

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# Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)  
▶ Go to [www.irs.gov/FormSS4](http://www.irs.gov/FormSS4) for instructions and the latest information.  
▶ See separate instructions for each line. ▶ Keep a copy for your records.

OMB No. 1545-0003

EIN

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Type or print clearly.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1 Legal name of entity (or individual) for whom the EIN is being requested<br>753 Horizon Court, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2 Trade name of business (if different from name on line 1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                    | 3 Executor, administrator, trustee, "care of" name          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 4a Mailing address (room, apt., suite no. and street, or P.O. box)<br>609 Harmony Lane                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                    | 5a Street address (if different) (Don't enter a P.O. box.)  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 4b City, state, and ZIP code (if foreign, see instructions)<br>Carbondale, CO 81623                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                    | 5b City, state, and ZIP code (if foreign, see instructions) |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 6 County and state where principal business is located<br>Garfield, CO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 7a Name of responsible party<br>Daniel Sullivan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                    | 7b SSN, ITIN, or EIN                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                    | 8b If 8a is "Yes," enter the number of LLC members <u>2</u> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 8c If 8a is "Yes," was the LLC organized in the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 9a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check.<br><input type="checkbox"/> Sole proprietor (SSN) <input type="checkbox"/> Estate (SSN of decedent)<br><input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Plan administrator (TIN)<br><input type="checkbox"/> Corporation (enter form number to be filed) ▶ <input type="checkbox"/> Trust (TIN of grantor)<br><input type="checkbox"/> Personal service corporation <input type="checkbox"/> Military/National Guard <input type="checkbox"/> State/local government<br><input type="checkbox"/> Church or church-controlled organization <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government<br><input type="checkbox"/> Other nonprofit organization (specify) ▶ <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises<br><input type="checkbox"/> Other (specify) ▶ Group Exemption Number (GEN) if any ▶ |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 9b If a corporation, name the state or foreign country (if applicable) where incorporated                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                    | State Foreign country                                       |
| 10 Reason for applying (check only one box)<br><input checked="" type="checkbox"/> Started new business (specify type) ▶ Real Estate<br><input type="checkbox"/> Hired employees (Check the box and see line 13.)<br><input type="checkbox"/> Compliance with IRS withholding regulations<br><input type="checkbox"/> Other (specify) ▶<br><input type="checkbox"/> Banking purpose (specify purpose) ▶<br><input type="checkbox"/> Changed type of organization (specify new type) ▶<br><input type="checkbox"/> Purchased going business<br><input type="checkbox"/> Created a trust (specify type) ▶<br><input type="checkbox"/> Created a pension plan (specify type) ▶ |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                             |
| 11 Date business started or acquired (month, day, year). See instructions.<br>04/28/2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 12 Closing month of accounting year December                                                                                                                                                                                                                                                                                                                                                       |                                                             |
| 13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.<br>Agricultural Household Other<br>0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$5,000 or less in total wages.) If you don't check this box, you must file Form 941 for every quarter. <input type="checkbox"/> |                                                             |
| 15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶ N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                             |
| 16 Check one box that best describes the principal activity of your business.<br><input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Wholesale-agent/broker<br><input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-other <input type="checkbox"/> Retail<br><input type="checkbox"/> Other (specify) ▶                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                             |
| 17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided.<br>Real Estate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                             |
| 18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If "Yes," write previous EIN here ▶                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                             |
| Third Party Designee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Designee's name<br>Preston E. Fox                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Designee's telephone number (include area code)<br>970-920-0105                                                                                                                                                                                                                                                                                                                                    |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Address and ZIP code<br>205 South Mill Street, Suite 301A, Aspen Co 81611                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Designee's fax number (include area code)<br>970-920-0106                                                                                                                                                                                                                                                                                                                                          |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Applicant's telephone number (include area code)<br>941-928-4262                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                             |
| Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                             |
| Name and title (type or print clearly) ▶ Daniel Sullivan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Applicant's fax number (include area code)                                                                                                                                                                                                                                                                                                                                                         |                                                             |
| Signature ▶ <i>Daniel Sullivan</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Date ▶ 4-28-21                                                                                                                                                                                                                                                                                                                                                                                     |                                                             |



**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255-0023

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753 HORIZON COURT LLC  
DANIEL SULLIVAN MBR  
609 HARMONY LN  
CARBONDALE CO 81623

Date of this notice: 05-03-2021

Employer Identification Number:  
86-3544628

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-3544628. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2022

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

004562

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

753 Horizon Court LLC

is a

Limited Liability Company

formed or registered on 04/28/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211412857 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/10/2021 that have been posted, and by documents delivered to this office electronically through 05/11/2021 @ 16:06:10 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/11/2021 @ 16:06:10 in accordance with applicable law. This certificate is assigned Confirmation Number 13163152 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."





LAND TITLE GUARANTEE COMPANY  
2454 PATTERSON RD #100  
GRAND JUNCTION, CO 81505  
Phone: (970) 248-3881  
Fax: (800) 320-4211

**"PURCHASERS"  
STATEMENT OF  
SETTLEMENT**

PROPERTY ADDRESS: 753 HORIZON CT, GRAND JUNCTION, CO 81506

SELLER(S): HALEX, L.L.C., A COLORADO LIMITED LIABILITY COMPANY

BUYER(S): 753 HORIZON COURT LLC, A COLORADO LIMITED LIABILITY COMPANY

SETTLEMENT DATE: May 10, 2021

DATE OF PRORATION: May 10, 2021

| DESCRIPTION                                                                  | DEBIT        | CREDIT       |
|------------------------------------------------------------------------------|--------------|--------------|
| <b>Sales Price &amp; Earnest Money</b>                                       |              |              |
| Sales Price                                                                  | 1,575,000.00 |              |
| Earnest Money from LTGC - Earnest Money                                      |              | 50,000.00    |
| <b>Title Fees - Land Title Guarantee Company</b>                             |              |              |
| Title Insurance ALTA Loan Policy                                             | 250.00       |              |
| Tax Certificate                                                              | 26.00        |              |
| <b>Closing Fees - Land Title Guarantee Company</b>                           |              |              |
| Loan Closing Fee to Land Title Guarantee Company                             | 200.00       |              |
| Closing Fee to Land Title Guarantee Company                                  | 250.00       |              |
| <b>Recording Fees - Land Title Guarantee Company</b>                         |              |              |
| Record Warranty Deed to Land Title Guarantee Company                         | 23.00        |              |
| Record Deed of Trust to Land Title Guarantee Company                         | 33.00        |              |
| Record Statement of Authority                                                | 18.00        |              |
| Documentary Fee to Land Title Guarantee Company                              | 157.50       |              |
| <b>New Loan - POWDERCAT 15 LLC</b>                                           |              |              |
| New Loan Amount from POWDERCAT 15 LLC                                        |              | 1,200,000.00 |
| <b>Real Estate Tax - MESA COUNTY TREASURER</b>                               |              |              |
| Current Year Property Taxes R019776 01/01/2021 to 05/24/2021 @ \$39.7600/day |              | 5,685.68     |
| <b>SubTotals</b>                                                             | 1,575,957.50 | 1,255,685.68 |
| Due from Buyer/Borrower                                                      |              | 320,271.82   |
| <b>Totals</b>                                                                | 1,575,957.50 | 1,575,957.50 |

The above figures do not include sales or use taxes on property

APPROVED AND ACCEPTED

**PURCHASER(S)**

753 HORIZON COURT LLC, A COLORADO LIMITED  
LIABILITY COMPANY

By:

*Daniel Sullivan*  
DANIEL SULLIVAN AS MANAGING MEMBER

**LAND TITLE CLOSING AGENT:**

*Juli McNeill*  
Juli McNeill





WHEN RECORDED  
RETURN TO:



**STATEMENT OF AUTHORITY**  
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity<sup>1</sup> named  
**753 HORIZON COURT LLC**
2. The type of entity is a:

|                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Corporation<br><input type="checkbox"/> Nonprofit Corporation<br><input checked="" type="checkbox"/> Limited Liability Company<br><input type="checkbox"/> General Partnership<br><input type="checkbox"/> Limited Partnership<br><input type="checkbox"/> | <input type="checkbox"/> Registered Limited Liability Partnership<br><input type="checkbox"/> Registered Limited Liability Limited Partnership<br><input type="checkbox"/> Limited Partnership Association<br><input type="checkbox"/> Government or Governmental Subdivision or Agency<br><input type="checkbox"/> Trust |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
3. The entity is formed under the laws of **Colorado**
4. The mailing address for the entity is **609 HARMONY LANE, CARBONDALE, CO 81623**
5. The ☒ name ☒ position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is **DANIEL SULLIVAN, MANAGING MEMBER**
6. The authority of the foregoing person(s) to bind the entity: ☒ is<sup>2</sup> not limited ☐ is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S. <sup>3</sup>
9. This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

***(Signature and Notary Acknowledgement on Second Page)***

<sup>1</sup>This form should not be used unless the entity is capable of holding title to real property.

<sup>2</sup>The absence of any limitation shall be prima facie evidence that no such limitation exists.

<sup>3</sup>The statement of authority must be recorded to obtain the benefits of the statute.



Executed this MAY 6<sup>th</sup> day of 2021

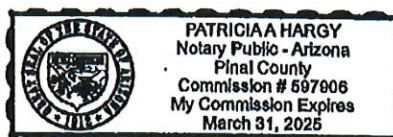
Daniel Sullivan  
DANIEL SULLIVAN

State of ARIZONA )  
 )ss  
County of PINAL )

The foregoing instrument was acknowledged before me on this 6<sup>th</sup> day of May 2021  
by **DANIEL SULLIVAN AS MANAGING MEMBER OF 753 HORIZON COURT LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal  
My Commission expires 3/31/2025

Patricia A. Hargy  
Notary Public



## BUSINESS LEASE

For

**753 HORIZON COURT, GRAND JUNCTION, COLORADO 81506**

THIS LEASE, is made and entered into effective **June 1, 2021**, by and between **753 Horizon Court LLC**, as Landlord, and **GJ2 LLC**, as Tenant;

1. **Premises.** In consideration of Tenant's payment of rent and performance of the promises, covenants, and agreements described below, Landlord hereby leases to Tenant the premises commonly known as **753 Horizon Court, Grand Junction, Colorado 81506** (a space of approximately 4,395 square feet), as generally shown on **Exhibit A** attached hereto and incorporated by this reference (the "Premises"). The term "property" shall include the land and improvements thereon located at 753 Horizon Court, Grand Junction, Colorado 81505.
2. **Term.** Tenant will have and hold the Premises with all appurtenances for a **5 year** term, commencing at **twelve o'clock noon on June 1, 2021**, and terminating at **twelve o'clock noon on June 1, 2026**, unless this term is sooner terminated as described below.
3. **Rent.** Tenant will pay to Landlord, as rent for the Premises for the full term, the sum of **\$480,000**, payable in **60** consecutive equal installments of **\$8,000 per month**, due on the **1st day** of each month. Tenant will pay monthly installments of rent in advance of or on the due date, without notice or demand, at the office of the Landlord at **1030 Grand Avenue, Glenwood Springs, Colorado 81601**, or at such other place as Landlord from time to time designates in writing. Notwithstanding the foregoing, the first installment of rent payable hereunder will be payable by Tenant concurrently with execution of this Lease.
4. **Security Deposit.** A security deposit of **\$10,000** payable to Landlord is delivered herewith to be held without accruing interest, at Landlord's option in a separate account or commingled with other funds. If Tenant fails to comply with the provisions of this Lease, such deposit will be retained by Landlord in payment for its expenses or damages, but such retention will not limit or preclude Landlord's right of action for damages or other remedies for breach of the provisions of this Lease.
5. **Use.** It is understood and agreed that Tenant will use the Premises for its business, including without limitation, the **sale of Marijuana along with similar and associated products**.
6. **Utility Charges.** It is agreed that in addition to any other sums to be paid by Tenant, Tenant will pay all assessments for utilities serving the property, including without limitation, water and sewer, electricity, gas, heating and air conditioning, lighting, telephone services, and internet services, to be paid by Tenant as the same become due and payable.



7. **Tenant's Obligation of Maintenance and Repair.**

7.1. **Property.** During the term of this Lease, Tenant covenants and agrees to pay in full, as and when the same become due and payable, all of the costs and expenses incurred to maintain, repair, replace, and keep all infrastructure of the property, including without limitation, the exterior walls, roof, foundation, driveways, sidewalks, landscaping, signage, lighting fixtures, and HVAC systems, as well as snow and ice removal, as well as the interior of the Building, and all improvements, fixtures, and personal property therein, including without limitation, all bay doors, all restrooms, and all plumbing, electrical, HVAC and mechanical systems and fixtures, in good, safe and sanitary condition, order, and repair, all in accordance with all applicable laws, ordinances, orders, rules, and regulations of governmental authorities having jurisdiction; and to pay all costs and expenses in connection therewith, including without limitation the costs of bringing into and maintaining the property in compliance with the Americans with Disabilities Act of 1990; and to contract for the same in Tenant's own name. All maintenance and repairs by Tenant will be done promptly, in a good and workmanlike fashion, and without diminishing the original quality of the property.

7.2. **Common Areas.** During the term of this Lease, Tenant covenants and agrees to pay in full, as and when the same become due and payable, all of the costs and expenses incurred in operating, managing, policing, insuring, servicing, decorating, repairing, maintaining, and replacing the Common Areas, as that term is defined in paragraph 14.

7.3. **No Abatement for Repairs.** There will be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord, by reason or inconvenience, annoyance or injury to, or interruption of business, arising from Landlord, Tenant or others making any repairs, restorations, replacements, alterations, additions or improvements in or to any portion of the Building or the Premises, or in or to fixtures, appurtenances or equipment thereof.

8. **Taxes.**

8.1. **Personal Property Taxes.** During the term of this Lease, Tenant covenants and agrees to pay in full, as and when the same become due and payable, all personal property taxes levied on or with respect to Tenant's personal property located in or used in connection with the property, and all sales, use, and other taxes levied on or in connection with the operation of Tenant's business in the Premises.

8.2. **Real Property Taxes.** During the term of this Lease, Tenant covenants and agrees to pay in full, as and when the same become due and payable, all of the general and special real property taxes, and any similar impositions, which any lawful authority may levy or assess against the property ("Real Property Taxes"), along with costs relating to attorneys,



consultants, and other professionals engaged by Landlord to protest or reduce the Real Property Taxes.

9. **Insurance.** During the term of this Lease, Tenant covenants and agrees that Landlord will procure and maintain insurance for the property with coverage amounts, coverage limits, deductible amounts, causes of loss, and named insureds satisfactory to Landlord in its sole discretion, and Tenant covenants and agrees to pay to Landlord 100% of Landlord's costs incurred for insuring the property, as and when the same become due and payable, in full, including without limitation, liability insurance policies, property insurance policies, and umbrella insurance policies.

10. **Other Covenants of Tenant.**

- 10.1. **No Unsightliness.** Tenant covenants and agrees that no unsightliness will be permitted on the Premises which is visible from any adjacent or nearby property. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects, and conditions will be kept enclosed within the Premises; no refuse, scrap, debris, garbage, trash, bulk materials, used automobile parts, or waste will be kept, stored or allowed to accumulate on the Premises except as may be enclosed within the Premises; no storage of abandoned vehicles will be permitted on the Premises; and no vehicles will remain parked on the Premises longer than that period of time which is reasonably required to service or repair said vehicles, and in no event longer than seventy-two (72) hours.
- 10.2. **Restrictions on Signs.** Tenant covenants and agrees that no signs or advertising devices of any nature will be erected or maintained by or on behalf of Tenant on the Premises unless such will be (i) in compliance with Landlord's approved signage requirements, (ii) in compliance with all zoning or other applicable regulations of any governmental body or authority having jurisdiction thereof, and (iii) approved in writing, in advance, by Landlord.
11. **Inspection.** Landlord or its agents will have the right to enter the Premises to examine the same, or to make such repairs as it may deem necessary or proper for the safety, improvement, or preservation thereof, pursuant to the following limitations: Landlord shall give Tenant at least 24 hours notice prior to entry, entry is only allowed during ordinary business hours, Landlord or its agent must sign in with Tenant's authorized employee, Landlord or its agent must be escorted by Tenant's authorized employee, and observe all Tenant's rules and regulations regarding limited and restricted access areas. Notwithstanding the foregoing, in the case of an exigent emergency circumstance, Landlord and the authorities responding to the emergency may enter the Premises to examine and repair same, and agree to observe all the Tenant's rules and regulations regarding the limited and restricted access areas.
12. **Alterations.** Tenant will not make any alterations in the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld.



13. **Fixtures**. Any alterations made in the building located on the Premises (the "Building") by Tenant and any equipment or fixtures built into the Premises by Tenant will upon termination of this Lease become the sole property of the Landlord.
14. **Common Areas**. Subject to the terms of this Lease, Tenant, and its employees, agents, guests and invitees, will have a non-exclusive right of ingress and egress to and from the Premises over and across that portion of the "Common Areas" as generally identified on **Exhibit A**.
15. **Parking**. During the term of this Lease, Landlord will provide to Tenant that number of parking spaces which are required to be provided with respect to the Premises pursuant to the applicable zoning regulations of the local government. Such parking spaces will be for the non-exclusive use of Tenant and its employees, agents, guests, licensees, and invitees and will be located within that portion of the Common Areas identified on **Exhibit A** as "Common Area Parking." Landlord will have the right at any time to change the arrangement or location of, or to regulate the use of, the Common Area Parking areas without incurring any liability to Tenant.
16. **Condition of the Premises**. Tenant taking possession of the Premises will be conclusive evidence as against the Tenant that the Premises was in satisfactory condition when possession of the same was taken. Tenant will be permitted to make a final walk-through inspection of the Premises prior to its taking possession thereof.
17. **Injury or Damage**. Landlord will not be responsible to Tenant for loss of property in or from the Premises, or for any damage done to furniture, fixtures or effects therein, however occurring, nor will Landlord be liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, or accident occurring in or to the Premises or adjacent premises, or other parts of the Premises, or by reason of the negligence or default of the owners or occupants thereof, or any other person, nor liable for any injury or damage occasioned by defective electrical wiring or the breakage or stoppage of the plumbing or sewerage upon the Premises or upon adjacent premises, whether such breakage or stoppage results from freezing or otherwise.
18. **Condemnation**. If the whole or a substantial part of the Premises will be taken for any public or quasipublic use, under any statute or right of eminent domain or purchase by the governmental authority in lieu of or under threat of any such taking, then, when possession will be taken of the Premises, or any part thereof, the term defined in paragraph 2 and all rights of the Tenant hereunder will immediately cease and terminate, and the rent will be adjusted as of the time of such termination.
19. **Casualty**. If during the continuance of this Lease or the term hereby demised the Premises will be so injured by fire or other casualty not arising from the fault or negligence of the Tenant, or those in its employ, so that the Premises will thereby be rendered unfit for use or occupation, then and in such case the rent herein reserved or a just proportionate part thereof, according to the nature and extent of the injury which has been sustained, will be abated until the Premises will have been duly repaired and restored, which work or repair and restoration will be done with all reasonable diligence. In case the Building will be substantially destroyed so that the Premises cannot be repaired and restored within 60



days, it will then be optional to either party to cancel this Lease and end the term hereof, and in case of such cancellation the rent will be paid to the date of such fire or other casualty and all further obligations upon the part of either party hereto will cease and the estate hereby created will thereupon terminate.

20. **Prohibition on Subletting or Assignment.** The Tenant agrees that neither the Premises nor any part thereof will be sublet nor will this Lease be assigned by the Tenant, without the prior written consent of Landlord, which consent will not be unreasonably withheld. Nor will any assignment for the benefit of creditors or by operation of law be effective to transfer any rights to the said assignees without the prior written consent of the Landlord.
21. **Insolvency.** It is further agreed between the parties hereto that if the Tenant will be declared insolvent or bankrupt, or if any assignment of the Tenant's property will be made for the benefit of creditors or otherwise, or if the Tenant's leasehold interest herein will be levied upon under execution, or seized by virtue of any writ of any court of law, or a Trustee in Bankruptcy or a receiver be appointed for the property of the Tenant, whether under the operation of the state or the federal statutes, then and in any such case, the Landlord may at its option immediately, with or without notice (notice being expressly waived), terminate this Lease and immediately retake possession of the Premises without the same working any forfeiture of the obligations of the Tenant hereunder.
22. **Tenant's Default.** Tenant will observe and perform all conditions, covenants, and agreements in this Lease, and if Tenant defaults in payment of rent, or in any installment or part thereof, or defaults in performance of other conditions, covenants, and agreements, and such non-monetary default continues for a period of **10 days** after Landlord gives Tenant written notice of such default, then in either case, in addition to any other remedy Landlord may have against Tenant, it will be lawful for Landlord to terminate Tenant's right to possession under this Lease, and to re-enter and repossess the Premises, and to remove therefrom any personal property belonging to Tenant, without prejudice to any claim for rent or for the breach of covenants hereof.
23. **Abandonment and/or Default.** If Tenant abandons or vacates the Premises before the end of the term of this Lease or causes rent to be in arrears, or if Tenant is otherwise in default under this Lease, Landlord may, at its option and without notice, enter the Premises, remove any sign of Tenant therefrom and re-let the same or any part thereof as it may see fit without retaking, voiding, or terminating this Lease, and for the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations, or additions in or to the Premises as may be necessary or desirable, in the opinion of Landlord, for the purpose of such re-letting, and, if a sum will not be realized from such re-letting to equal the monthly rental above stipulated to be paid by Tenant, Tenant will pay such deficiency each month upon demand therefor. Landlord will not be required to relet the subject Premises in order for Tenant to be liable for continuing obligations under this Lease, in the event that Tenant violates any of the terms and conditions hereof.
24. **Lien.** Landlord will have at all times a valid lien for all rentals due hereunder from Tenant upon all of the personal property of Tenant situate in the Premises, and said property will not be removed therefrom without the consent of Landlord until all arrearages in rent will have first been paid and discharged.



25. **Remedies Cumulative.** No reference to nor exercise of any specific right or remedy by Landlord will prejudice or preclude Landlord from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy will be exclusive or dependent upon any other such remedy, but Landlord may from time to time exercise any one or more of such remedies independently or in combination.
26. **Condition of Premises at End of Term.** Tenant agrees to deliver up and surrender to Landlord possession of the Premises at the expiration or termination of this Lease, by lapse of time or otherwise, in as good repair as Tenant obtained it at the commencement of said term, excepting only ordinary wear and tear.
27. **Holding Over.** It is mutually agreed that if, after the expiration of this Lease, the Tenant will remain in possession of the Premises, without a written agreement as to such holding, then such holding over will be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equal to the monthly rental last payable hereunder. Any month-to-month tenancy or tenancy at sufferance hereunder will be subject to all other terms and conditions of this Lease and nothing contained in this paragraph will be construed to alter or impair any of Landlord's rights of re-entry or eviction or constitute a waiver thereof.
28. **No Waiver.** No waiver of any breach of any one or more of the conditions or covenants of the Lease by Landlord will be deemed to imply or constitute a waiver of any succeeding or other breach hereunder. The failure of Landlord to insist upon the strict performance of the terms, covenants, agreements, and conditions herein contained, or any of them, will not constitute or be construed as a waiver or relinquishment of Landlord's right to thereafter enforce any such term, covenant, agreement, or condition, but the same will continue in full force and effect. Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreement, or warranties, except such as are expressed herein.
29. **Successors.** The covenants and agreements contained in this Lease will apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns, except as expressly otherwise provided in this Lease.
30. **General Provisions:**
- 30.1. **Attorney Fees.** In the event of a default by either party under the terms of this Lease, then the non-defaulting party will be entitled to reimbursement of all reasonable costs incurred in efforts to enforce the terms of this Lease and/or collect monies owed under the Lease, including but not limited to the non-defaulting party's reasonable attorney fees.
- 30.2. **Late Charges.** In the event Tenant fails to timely pay any installment of monies as required under this Lease, then and in such event Landlord will be entitled to collect a late fee of five percent (5%) of any such installment not paid within five days of the due date.

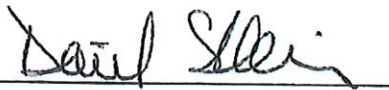


- 30.3. **Memorandum of Lease.** Tenant agrees, from time to time, to complete and execute a memorandum of lease for filing with the Department of Revenue, State of Colorado, in compliance with applicable law.
- 30.4. **Brokerage Fees.** Each party covenants and agrees that if it engaged a broker for assistance on this Lease, it will bear 100% of the fees due to the broker it engaged (if any).
- 30.5. **Time of the Essence.** The parties hereto agree that time is of the essence of this Lease.
31. **Landlord's Assignment.** Landlord may, without notice, assign this Lease in whole or in part. Any such assignment will operate to release Landlord from liability from and after the effective date thereof upon all of the covenants, terms, and conditions of this Lease, express or implied, and Tenant will thereafter look solely to Landlord's successor in interest in and to this Lease. This Lease will not be affected by any such assignment, and Tenant will attorn to Landlord's successor in interest thereunder.
32. **Payment of Rent; in General.** All amounts payable by Tenant under this Lease will be deemed to be rent and will be payable and recoverable as rent in the manner herein provided, and Landlord will have all rights against Tenant for default in any such payment as in the case of arrears of rent.
33. **Subordination; Estoppel Certificates.** Tenant agrees that this Lease is and at all times will be subject and subordinate to the lien of any mortgage now or hereafter encumbering the Premises, the Building and/or the Property, and Tenant agrees from time-to-time to execute, acknowledge and deliver any instrument of subordination required or requested by any such mortgage lender and a signed writing acknowledging the status of this Lease. Upon the transfer of any or all of Landlord's interest in this Lease or the Premises, or both, regardless of whether such transfer is characterized as voluntary or by operation of law, conditional or unconditional, absolute or as security for performance of an obligation, Tenant agrees to promptly execute, acknowledge and deliver to such transferee, upon request, a signed writing acknowledging the status of this Lease, and all instruments of attornment required by such transferee. Tenant hereby appoints Landlord as Tenant's attorney-in-fact for purposes of executing on Tenant's behalf any such instrument of subordination and any such signed writing acknowledging the status of this Lease if Tenant fails to do so within 10 business days after Landlord's request therefore, such appointment is coupled with an interest, and is irrevocable. Tenant will, at any time and from time to time, upon not less than 10 days' prior notice from Landlord, execute, acknowledge, and deliver a written statement ratifying this Lease and certifying any information concerning Tenant's lease and occupancy of the Premises reasonably required by Landlord.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Lease effective the day and year first above written.

**LANDLORD:**

**753 Horizon Court LLC**

By:   
Daniel Sullivan, its Manager

**TENANT:**

**GJ2 LLC**

By:   
Daniel Sullivan, its Manager



**EXHIBIT "A"**

**Property Legal Description:**

Lot 25, Except the Southerly 50 feet thereof, and all of Lot 1, Horizon Park Plaza, County of Mesa, State of Colorado



# City of Grand Junction Addendum to DR 8557 – Natural Person Suitability Application Form

**(Owner Information) Cannabis Business Entity Name:** GJ2 LLC dba The Green Joint

The City of Grand Junction requires additional, more stringent criteria for determining the acceptability as a licensee.

Please answer the following questions in addition to similar questions in the state suitability application.

|                                                              |                                                               |                                                    |
|--------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------|
| <b>Applicant's Name (Last, First)</b><br>Sullivan, Daniel L. | <b>Home Address</b><br>609 Harmony Lane, Carbondale, CO 81623 | <b>Date of Birth</b><br>(mm/dd/yyyy)<br>[REDACTED] |
| <b>Email Address</b><br>dan@thegreenjoint.com                | <b>Phone Number(s)</b><br>941-928-4262                        | <b>% Ownership</b><br>35.00%                       |
| <b>Social Security Number</b><br>[REDACTED]                  | <b>Driver's License Number</b><br>[REDACTED]                  | <b>Driver's License State</b><br>Colorado          |

|                                                                                                                                                                                                                                                      |                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Within the 5 years immediately preceding this application, have you been convicted of any misdemeanor, petty offense or local ordinance related to a drug or controlled substance offense?                                                           | <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>DS</u> Initials |
| Within the 5 years immediately preceding this application, have you been convicted of any non-drug related felony?                                                                                                                                   | <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>DS</u> Initials |
| At any time, have you been convicted of a drug or controlled substance felony?                                                                                                                                                                       | <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>DS</u> Initials |
| Within the 5 years immediately preceding this application, have you been released from incarceration or court-ordered supervision, including a deferred sentence, for a conviction of any felony or crime that would be a felony under Colorado law? | <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>DS</u> Initials |
| At any time, have you been convicted of any crime of which fraud or intent to defraud was an element of the offense?                                                                                                                                 | <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>DS</u> Initials |
| <b>IF YOU ANSWERED YES TO ANY OF THE ABOVE, COMPLETE ATTACHED CRIMINAL HISTORY SUPPLEMENTAL SHEET</b>                                                                                                                                                |                                                                                                   |
| Have you ever had a professional or occupational license denied, suspended or revoked?                                                                                                                                                               | <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>DS</u> Initials |
| Have you ever had a business or sales tax license denied, suspended or revoked?                                                                                                                                                                      | <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>DS</u> Initials |
| Have you ever surrendered, been denied, or had any type of cannabis related license or permit placed on an administrative hold, suspended or revoked?                                                                                                | <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>DS</u> Initials |
| Have you ever been denied any type of cannabis related business license?                                                                                                                                                                             | <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>DS</u> Initials |
| Have you ever had a business temporarily or permanently closed for failure to comply with any tax, health, building, fire, zoning or safety law?                                                                                                     | <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>DS</u> Initials |
| Have you 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?                                                                           | <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>DS</u> Initials |
| <b>IF YOU ANSWERED YES TO ANY OF THE ABOVE, COMPLETE ATTACHED LICENSE DISCIPLINE HISTORY SUPPLEMENTAL SHEET</b>                                                                                                                                      |                                                                                                   |



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?

- You must include all arrests, charges and convictions regardless of the outcome, even if the charges were dismissed or you were found not guilty.
- You must include all arrests, charges and convictions regardless of the class of the crime (felonies, misdemeanors and/or petty offenses).
- You must include all serious traffic offenses, including DUI, DWAI, reckless driving, leaving the scene of an accident, driving under suspension, revocation or denial, or any other offense which resulted in you being taken into custody or served with a summons into Court.

**NOTICE:** Do not rely upon your understanding that an arrest or charge is "not supposed to be on my record." A criminal record was not cleared, erased, sealed or expunged unless you were given, and have in your possession, a written order from a Judge directing that action.

**IF YOU ANSWERED YES ABOVE, COMPLETE ATTACHED CRIMINAL HISTORY SUPPLEMENTAL SHEET**

☒ Yes ☐ No AS Initials

Have you (as an individual, as a member of a partnership or other form of domestic or foreign business entity, or as an owner, director, or officer of a corporation) ever been a party to a lawsuit (other than divorces) either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other state? This includes all civil litigation, regardless of the type of lawsuit or the court of jurisdiction. List all cases without exception, including bankruptcies and cases in Small Claims Courts.

**IF YOU ANSWERED YES ABOVE, COMPLETE ATTACHED CIVIL LITIGATION HISTORY SUPPLEMENTAL SHEET**

☒ Yes ☐ No AS Initials

For each offense for which you were arrested or charged, **YOU MUST OBTAIN OFFICIAL DOCUMENTATION FROM THE COURT WHERE YOU APPEARED, SHOWING THE FINAL DISPOSITION (OUTCOME) OF YOUR CASE.** If you received a deferred judgment, a deferred sentence or probation, your documentation must include the date that you were discharged or released from probation or other supervision.

On the attached license data history supplemental sheet, 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).

If you were in the Armed Forces, please complete the attached Military history supplemental sheet.

I attest that all information I have provided on this Addendum and supplemental documents is true and accurate to the best of my knowledge and acknowledge any omissions and/or falsifications may result in denial or revocation of a regulated cannabis license.

David Miller 1 6/6/2022  
(Signature) (Date)





### City of Grand Junction Criminal History Supplemental Sheet

| Date                                                                                                | Charge                              | City | County | State | Disposition/Outcome |
|-----------------------------------------------------------------------------------------------------|-------------------------------------|------|--------|-------|---------------------|
| 06/2005                                                                                             | Fail to Obey Traffic Control Device |      |        | FL    | Adjudication        |
| Details:<br>Sarasota County, FL<br>Docket # 2005TR032<br>Completed Traffic School, Paid Fines/Costs |                                     |      |        |       |                     |

| Date                                                                                               | Charge           | City | County | State | Disposition/Outcome |
|----------------------------------------------------------------------------------------------------|------------------|------|--------|-------|---------------------|
| yp 05/2000                                                                                         | Speeding 6-9 MPH |      |        | FL    | Adjudication        |
| Details:<br>Brevard County, FL<br>Docket # 2000TR031<br>Defensive Driving School, Paid Fines/Costs |                  |      |        |       |                     |

| Date                                                                   | Charge  | City             | County | State | Disposition/Outcome |
|------------------------------------------------------------------------|---------|------------------|--------|-------|---------------------|
| 11/1994                                                                | Battery | State of Florida |        | FL    | Adjudication        |
| Details:<br>State of Florida<br>Docket # 19994MM02<br>Paid Fines/Costs |         |                  |        |       |                     |

| Date                                              | Charge                  | City | County   | State | Disposition/Outcome |
|---------------------------------------------------|-------------------------|------|----------|-------|---------------------|
| 05/1990                                           | Open Container on Beach |      | Pinellas | FL    | Guilty              |
| Details:<br>Docket # 1990M001<br>Paid Fines/Costs |                         |      |          |       |                     |

| Date                                                                                       | Charge | City   | County | State | Disposition/Outcome |
|--------------------------------------------------------------------------------------------|--------|--------|--------|-------|---------------------|
| 06/1986                                                                                    | DUI    | Irvine |        | CA    | Expunged            |
| Details:<br>Docket # Unknown<br>Paid Fines/Costs, DUI Classes, Community Service Completed |        |        |        |       |                     |



### City of Grand Junction License Data History Supplemental Sheet

| Dates                                           | Type of License | City | County   | State | Name of Business        |
|-------------------------------------------------|-----------------|------|----------|-------|-------------------------|
| <u>07/10</u> to <u>07/22</u><br>(mm/yy) (mm/yy) | MMC             | GWS  | Garfield | CO    | Green Medicine Wellness |

| Dates                                           | Type of License | City  | County   | State | Name of Business        |
|-------------------------------------------------|-----------------|-------|----------|-------|-------------------------|
| <u>06/11</u> to <u>06/22</u><br>(mm/yy) (mm/yy) | MMC             | Rifle | Garfield | CO    | Green Medicine Wellness |

| Dates                                           | Type of License | City | County   | State | Name of Business |
|-------------------------------------------------|-----------------|------|----------|-------|------------------|
| <u>04/14</u> to <u>04/23</u><br>(mm/yy) (mm/yy) | RMS             | GWS  | Garfield | CO    | The Green Joint  |

| Dates                                           | Type of License | City      | County   | State | Name of Business |
|-------------------------------------------------|-----------------|-----------|----------|-------|------------------|
| <u>11/15</u> to <u>11/22</u><br>(mm/yy) (mm/yy) | RMS             | Parachute | Garfield | CO    | The Green Joint  |

| Dates                                           | Type of License | City  | County   | State | Name of Business   |
|-------------------------------------------------|-----------------|-------|----------|-------|--------------------|
| <u>11/13</u> to <u>11/22</u><br>(mm/yy) (mm/yy) | OPC             | Rifle | Garfield | CO    | Green Medicine LLC |

| Dates                                           | Type of License | City  | County   | State | Name of Business   |
|-------------------------------------------------|-----------------|-------|----------|-------|--------------------|
| <u>04/14</u> to <u>04/23</u><br>(mm/yy) (mm/yy) | RMCF            | Rifle | Garfield | CO    | Green Medicine LLC |

| Dates                                           | Type of License | City  | County   | State | Name of Business |
|-------------------------------------------------|-----------------|-------|----------|-------|------------------|
| <u>01/19</u> to <u>01/23</u><br>(mm/yy) (mm/yy) | RMS             | Rifle | Garfield | CO    | The Green Joint  |

| Dates                                           | Type of License | City  | County | State | Name of Business |
|-------------------------------------------------|-----------------|-------|--------|-------|------------------|
| <u>05/18</u> to <u>05/23</u><br>(mm/yy) (mm/yy) | RMS             | Aspen | Pitkin | CO    | The Green Joint  |

| Dates                                           | Type of License | City      | County   | State | Name of Business |
|-------------------------------------------------|-----------------|-----------|----------|-------|------------------|
| <u>10/19</u> to <u>10/22</u><br>(mm/yy) (mm/yy) | RMPPM           | Parachute | Garfield | CO    | GreenJoy         |

| Dates                                                             | Type of License | City | County | State | Name of Business |
|-------------------------------------------------------------------|-----------------|------|--------|-------|------------------|
| <u>  </u> / <u>  </u> to <u>  </u> / <u>  </u><br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                                             | Type of License | City | County | State | Name of Business |
|-------------------------------------------------------------------|-----------------|------|--------|-------|------------------|
| <u>  </u> / <u>  </u> to <u>  </u> / <u>  </u><br>(mm/yy) (mm/yy) |                 |      |        |       |                  |



Details:

**City of Grand Junction Civil Litigation History Supplemental Sheet**

| Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Type of Civil Action | City      | County   | State | Disposition/Outcome                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------|----------|-------|--------------------------------------|
| 10/09/2015                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Lawsuit              | Parachute | Garfield | CO    | Stipulation of Dismissal w/Prejudice |
| Were you: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Complainant <input type="checkbox"/> Respondent <input checked="" type="checkbox"/> Other <u>Co-Defendant</u>                                                                                                                                                                                                                                                                                                                  |                      |           |          |       |                                      |
| Details:<br>Parachute Green Joint LLC was a Co-Defendant (along with the Town of Parachute and its Board of Trustees) from a Plaintiff Party that alleged two (2) claims around the local jurisdiction licensing process. This was a frivolous lawsuit, and we eventually prevailed with the Judge granting our request for a Motion to Dismiss on one item on April 11th, 2016. Then on June 16th, 2016 Plaintiff requested to withdraw the other item, and we entered into a Stipulation of Dismissal with Prejudice. Case is closed. |                      |           |          |       |                                      |

| Date                                                                                                                                                                                          | Type of Civil Action | City | County | State | Disposition/Outcome |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------|--------|-------|---------------------|
|                                                                                                                                                                                               |                      |      |        |       |                     |
| Were you: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Complainant <input type="checkbox"/> Respondent <input type="checkbox"/> Other _____ |                      |      |        |       |                     |
| Details:                                                                                                                                                                                      |                      |      |        |       |                     |

| Date                                                                                                                                                                                          | Type of Civil Action | City | County | State | Disposition/Outcome |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------|--------|-------|---------------------|
|                                                                                                                                                                                               |                      |      |        |       |                     |
| Were you: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Complainant <input type="checkbox"/> Respondent <input type="checkbox"/> Other _____ |                      |      |        |       |                     |



**dan@thegreenjoint.com**

---

**From:** Travis Wright <travisw@gjcity.org>  
**Sent:** Monday, September 19, 2022 12:24 PM  
**To:** dan@thegreenjoint.com  
**Subject:** Re: Court Document

Mr. Sullivan,

Again, I appreciate your attendance to this. I believe The Green Joint's file is complete, and I look forward to meeting you at your hearing.

Respectfully,

-Travis

---

**From:** dan@thegreenjoint.com <dan@thegreenjoint.com>  
**Sent:** Monday, September 19, 2022 11:11 AM  
**To:** Travis Wright <travisw@gjcity.org>  
**Subject:** Court Document

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

Hi Travis –

As requested, attached is the Hillsborough County case records. Please let me know if you have any questions.

Thank you,

Dan

 **CASE NUMBER: 94-CM-021704-A**

**STATE OF FLORIDA vs SULLIVAN, DANIEL LEE**

Case Number: 94-CM-021704-A

Uniform Case Number: 291994MM021704000AHC

Filed On: 1994-11-07

Defendant: SULLIVAN, DANIEL LEE

Case Type: MISDEMEANOR

Amount Due: \$0.00

Case Status: CLOSED

Booking Numbers:

94039865

**CASE PARTY INFORMATION**

| Party Type   | Name                 | Attorney | Attorney Contact |
|--------------|----------------------|----------|------------------|
| BOND COMPANY | AARONS BAIL BONDS    |          |                  |
| Plaintiff    | STATE OF FLORIDA     |          |                  |
| Defendant    | SULLIVAN, DANIEL LEE |          |                  |

**CASE JUDGE INFORMATION**

| Judge Assigned | Division   | Date       | Reason |
|----------------|------------|------------|--------|
|                | Division F | 11/07/1994 |        |

**CASE OFFENSE INFORMATION**

| Offense | Statute | Degree                              | Date       |
|---------|---------|-------------------------------------|------------|
| 1       | 78403   | SEE DOCKET OR CASE FILE FOR CHARGES | 11/07/1994 |

Arrest Date: 11/07/1994 Hillsborough County Sheriff's Office

**CASE BOND INFORMATION**

| Bond Number | Bond Type   | Date       | Status   | Surety     |
|-------------|-------------|------------|----------|------------|
| CONV0058533 | SURETY BOND | 02/16/1995 | INACTIVE | \$1,000.00 |

**CASE EVENT INFORMATION**

| Event Date | Doc Index | Charge Number | Title                                                                                                                                                                                                                                               |
|------------|-----------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 04/10/2007 |           |               | FILE DESTROYED<br>File destroyed in accordance with retention requirements set forth in Rules of Judicial Administration 2.075. User ID=H232374                                                                                                     |
| 01/23/2000 |           |               | CASE STATUS UPDATED<br>User ID=FRYMAN                                                                                                                                                                                                               |
| 01/22/2000 |           |               | COMMENT RECORDS<br>ATTORNEY AT LAW.....FBN 780618 User ID=GUERRA                                                                                                                                                                                    |
| 02/16/1995 |           | 1             | Plea: (Judicial Officer: Judge, Presiding).<br>1. 78403 (MF) BATTERY . NO CONTEST<br>NO CONTEST                                                                                                                                                     |
| 02/16/1995 |           | 1             | Disposition 1. 78403 (MF) BATTERY<br>1. SEE DOCKET OR CASE FILE FOR CHARGES<br>NT - ADJUDICATION WITHHELD                                                                                                                                           |
| 02/16/1995 |           | 1             | Sentence: (Judge, Presiding)<br>1. SEE DOCKET OR CASE FILE FOR CHARGES<br>CONVERTED SENTENCING EVENT<br>Attorney at Sentencing<br>Lead Prosecutor<br>Defense<br><br>Provisions<br>COURT COSTS,<br>DEFENDANT CLOSED<br>DEFENDANT CLOSED User ID=A701 |

 **CASE NUMBER: 94-CM-021704-A**  
**STATE OF FLORIDA vs SULLIVAN, DANIEL LEE**

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|            |                                                                                             |
|------------|---------------------------------------------------------------------------------------------|
| 02/16/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | SEE DOCKET TEXT                                                                             |
|            | COURT COST TO BE PAID BY DEFENDANT IS \$100.00 User ID=A701                                 |
| 02/16/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | SEE DOCKET TEXT                                                                             |
|            | SENTENCE IMPOSED ON 2/16/95 TO BEGIN ON 2/16/95 User ID=A701                                |
| 02/16/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | ADJUDICATION WITHHELD                                                                       |
|            | ADJUD. WITHHELD: JUDGE GOMEZ CHARGE: FS/BATTERY STATUTE:<br>78403 LEV/DEG: M F User ID=A701 |
| 02/16/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | PLEAD NOLO CONTENDERE                                                                       |
|            | PLEAD NOLO CONTENDERE (NO CONTEST) User ID=A701                                             |
| 02/16/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | SEE DOCKET TEXT                                                                             |
|            | ORDER OF WITHHOLDING OF ADJUDICATION User ID=A701                                           |
| 02/16/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | SEE DOCKET TEXT                                                                             |
|            | NOTICE OF DEFERRED PAYMENT: User ID=A701                                                    |
| 02/16/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | WITH COUNSEL                                                                                |
|            | WITH COUNSEL: 1:30 User ID=A701                                                             |
| 02/16/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | SEE DOCKET TEXT                                                                             |
|            | COURT REPORTER: ELECTRONIC User ID=A701                                                     |
| 02/16/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | SEE DOCKET TEXT                                                                             |
|            | JUDGE: GOMEZ User ID=A701                                                                   |
| 02/16/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | SEE DOCKET TEXT                                                                             |
|            | COPY OF RECEIPT: 51089658 PD \$100.00 CC ** User ID=A704                                    |
| 02/06/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | SEE DOCKET TEXT                                                                             |
|            | NOTICE SENT TO AARON'S BAIL BONDS (BNA) ON 02/07/95 User ID=A639                            |
| 02/06/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | SEE DOCKET TEXT                                                                             |
|            | GEN/FP 2/16/95 1:30PM 20 FOR: DISPOSITION User ID=A639                                      |
| 02/02/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | CONTINUED                                                                                   |
|            | CONTINUED: DISPO User ID=A639                                                               |
| 02/02/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | WITH COUNSEL                                                                                |
|            | WITH COUNSEL: FITZGERALD User ID=A639                                                       |
| 02/02/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | SEE DOCKET TEXT                                                                             |
|            | COURT REPORTER: ELECTRONIC User ID=A639                                                     |
| 02/02/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | SEE DOCKET TEXT                                                                             |
|            | JUDGE: GOMEZ User ID=A639                                                                   |
| 01/17/1995 | "Defendant: SULLIVAN, DANIEL LEE"                                                           |
|            | SEE DOCKET TEXT                                                                             |
|            | NOTICE SENT TO FITZGERALD, TIMOTHY J (ADA) ON 01/18/95 User<br>ID=A639                      |



 **CASE NUMBER: 94-CM-021704-A**  
**STATE OF FLORIDA vs SULLIVAN, DANIEL LEE**

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|            |                                                                                                                                                               |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01/17/1995 | "Defendant: SULLIVAN, DANIEL LEE"<br>SEE DOCKET TEXT<br>NOTICE SENT TO AARON'S BAIL BONDS (BNA) ON 01/18/95 User ID=A639<br>"Defendant: SULLIVAN, DANIEL LEE" |
| 01/17/1995 | SEE DOCKET TEXT<br>GEN/FP 2/02/95 1:30PM 17 FOR: DISPOSITION User ID=A639<br>"Defendant: SULLIVAN, DANIEL LEE"                                                |
| 01/12/1995 | CONTINUED<br>CONTINUED: DISPO User ID=A639<br>"Defendant: SULLIVAN, DANIEL LEE"                                                                               |
| 01/12/1995 | WITH COUNSEL<br>WITH COUNSEL: FARMER FOR FITZGERALD User ID=A639<br>"Defendant: SULLIVAN, DANIEL LEE"                                                         |
| 01/12/1995 | SEE DOCKET TEXT<br>COURT REPORTER: ELECTRONIC User ID=A639<br>"Defendant: SULLIVAN, DANIEL LEE"                                                               |
| 01/12/1995 | SEE DOCKET TEXT<br>JUDGE: DOMINGUEZ User ID=A639<br>"Defendant: SULLIVAN, DANIEL LEE"                                                                         |
| 12/28/1994 | SEE DOCKET TEXT<br>NOTICE SENT TO AARON'S BAIL BONDS (BNA) ON 12/29/94 User ID=A660<br>"Defendant: SULLIVAN, DANIEL LEE"                                      |
| 12/28/1994 | SEE DOCKET TEXT<br>GEN/FP 1/12/95 1:30PM 17 FOR: DISPOSITION User ID=A660<br>"Defendant: SULLIVAN, DANIEL LEE"                                                |
| 12/19/1994 | CONTINUED<br>CONTINUED: DISPOSITION User ID=A660<br>"Defendant: SULLIVAN, DANIEL LEE"                                                                         |
| 12/19/1994 | COUNSEL APPEARED<br>COUNSEL APPEARED: TIMOTHY FITZGERALD,ESQ User ID=A660<br>"Defendant: SULLIVAN, DANIEL LEE"                                                |
| 12/19/1994 | SEE DOCKET TEXT<br>COURT REPORTER: ELECTRONIC User ID=A660<br>"Defendant: SULLIVAN, DANIEL LEE"                                                               |
| 12/19/1994 | SEE DOCKET TEXT<br>JUDGE: DOMINGUEZ User ID=A660<br>"Defendant: SULLIVAN, DANIEL LEE"                                                                         |
| 12/01/1994 | SEE DOCKET TEXT<br>NOTICE SENT TO FITZGERALD,TIMOTHY J (ADA) ON 12/02/94 User ID=A614<br>"Defendant: SULLIVAN, DANIEL LEE"                                    |
| 12/01/1994 | SEE DOCKET TEXT<br>NOTICE SENT TO AARON'S BAIL BONDS (BNA) ON 12/02/94 User ID=A614<br>"Defendant: SULLIVAN, DANIEL LEE"                                      |
| 12/01/1994 | SEE DOCKET TEXT<br>GEN/FP 12/19/94 1:30PM 17 FOR: DISPOSITION User ID=A614<br>"Defendant: SULLIVAN, DANIEL LEE"                                               |
| 11/23/1994 | CONTINUED<br>CONTINUED: DISPOSITION User ID=A614<br>"Defendant: SULLIVAN, DANIEL LEE"                                                                         |
| 11/23/1994 | COUNSEL APPEARED<br>COUNSEL APPEARED: T. FITZGERALD 8:30 User ID=A614                                                                                         |

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 CASE NUMBER: 94-CM-021704-A

STATE OF FLORIDA vs SULLIVAN, DANIEL LEE

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|            |                                                                                                                                                              |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11/23/1994 | "Defendant: SULLIVAN, DANIEL LEE"<br>SEE DOCKET TEXT<br>COURT REPORTER: ELECTRONIC User ID=A614<br>"Defendant: SULLIVAN, DANIEL LEE"                         |
| 11/23/1994 | SEE DOCKET TEXT<br>JUDGE: DOMINGUEZ User ID=A614<br>"Defendant: SULLIVAN, DANIEL LEE"                                                                        |
| 11/23/1994 | NOTICE OF DISCOVERY<br>NOTICE OF DISCOVERY: User ID=A616<br>"Defendant: SULLIVAN, DANIEL LEE"                                                                |
| 11/23/1994 | NOTICE OF APPEARANCE<br>NOTICE OF APPEARANCE: TIMOTHY J. FITZGERALD User ID=A616<br>"Defendant: SULLIVAN, DANIEL LEE"                                        |
| 11/10/1994 | SEE DOCKET TEXT<br>NOTICE SENT TO AARON'S BAIL BONDS (BNA) ON 11/14/94 User ID=A711<br>"Defendant: SULLIVAN, DANIEL LEE"                                     |
| 11/10/1994 | SEE DOCKET TEXT<br>NOTICE SENT TO SULLIVAN,DANIEL LEE (DEA) ON 11/14/94 User ID=A711<br>"Defendant: SULLIVAN, DANIEL LEE"                                    |
| 11/08/1994 | SURETY BOND POSTED AND FILED<br>SURETY BOND POSTED POWER X07500479076 \$1000 REC 110994 User ID=A711<br>"Defendant: SULLIVAN, DANIEL LEE"                    |
| 11/08/1994 | SEE DOCKET TEXT<br>GEN/FA 11/23/94 8:30AM 17 FOR: ARRAIGNMENT User ID=A663<br>"Defendant: SULLIVAN, DANIEL LEE"                                              |
| 11/08/1994 | AWAIT BOND POSTED PRE PRELIMINARY PRESENTATION COURT<br>DEFENDANT BONDED OUT BEFORE PP COURT/AWAITING BOND User ID=A663<br>"Defendant: SULLIVAN, DANIEL LEE" |
| 11/08/1994 | SEE DOCKET TEXT<br>AFFIDAVIT FILED: User ID=A663<br>"Defendant: SULLIVAN, DANIEL LEE"                                                                        |
| 11/07/1994 | SEE DOCKET TEXT<br>DIVISION F ASSIGNED User ID=A663<br>"Defendant: SULLIVAN, DANIEL LEE"                                                                     |
| 11/07/1994 | SEE DOCKET TEXT<br>ARRESTED: FS/BATTERY User ID=A663<br>"Defendant: SULLIVAN, DANIEL LEE"                                                                    |

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## City of Grand Junction License Data History Supplemental Sheet

| Dates                             | Type of License | City           | County   | State | Name of Business |
|-----------------------------------|-----------------|----------------|----------|-------|------------------|
| 05/16 to 10/17<br>(mm/yy) (mm/yy) | N/A             | San Tan Valley | Maricopa | AZ    | AZGM 1, Inc.     |

| Dates                             | Type of License | City           | County   | State | Name of Business |
|-----------------------------------|-----------------|----------------|----------|-------|------------------|
| 05/16 to 10/17<br>(mm/yy) (mm/yy) | N/A             | San Tan Valley | Maricopa | AZ    | AZGM 2, Inc.     |

| Dates                             | Type of License | City           | County | State | Name of Business |
|-----------------------------------|-----------------|----------------|--------|-------|------------------|
| 02/18 to 04/21<br>(mm/yy) (mm/yy) | N/A             | San Tan Valley | Pinal  | AZ    | COBISH LLC       |

| Dates                               | Type of License | City           | County | State | Name of Business |
|-------------------------------------|-----------------|----------------|--------|-------|------------------|
| 03/21 to present<br>(mm/yy) (mm/yy) | N/A             | San Tan Valley | Pinal  | AZ    | AZ Chaching LLC  |

| Dates                               | Type of License | City     | County   | State | Name of Business              |
|-------------------------------------|-----------------|----------|----------|-------|-------------------------------|
| 03/18 to present<br>(mm/yy) (mm/yy) | N/A             | Chandler | Maricopa | AZ    | Cardinals Investment Club LLC |

| Dates                               | Type of License | City     | County   | State | Name of Business                 |
|-------------------------------------|-----------------|----------|----------|-------|----------------------------------|
| 02/12 to present<br>(mm/yy) (mm/yy) | N/A             | Chandler | Maricopa | AZ    | Best-In-Show Holdings LLC (BISH) |

| Dates                               | Type of License | City     | County   | State | Name of Business       |
|-------------------------------------|-----------------|----------|----------|-------|------------------------|
| 01/98 to present<br>(mm/yy) (mm/yy) | N/A             | Sarasota | Sarasota | FL    | Triangle Capital, Inc. |

| Dates                               | Type of License | City     | County   | State | Name of Business                 |
|-------------------------------------|-----------------|----------|----------|-------|----------------------------------|
| 05/19 to present<br>(mm/yy) (mm/yy) | N/A             | Sarasota | Sarasota | FL    | Triangle Capital Properties, LLC |

| Dates                               | Type of License | City     | County | State | Name of Business      |
|-------------------------------------|-----------------|----------|--------|-------|-----------------------|
| 02/20 to present<br>(mm/yy) (mm/yy) | N/A             | Oak Park | Cook   | IL    | YaDaTah Logistics LLC |

| Dates                               | Type of License | City     | County | State | Name of Business          |
|-------------------------------------|-----------------|----------|--------|-------|---------------------------|
| 02/20 to present<br>(mm/yy) (mm/yy) | N/A             | Oak Park | Cook   | IL    | YaDaTah Professionals LLC |

| Dates                               | Type of License | City     | County | State | Name of Business       |
|-------------------------------------|-----------------|----------|--------|-------|------------------------|
| 02/20 to present<br>(mm/yy) (mm/yy) | N/A             | Oak Park | Cook   | IL    | YaDaTah Properties LLC |





## City of Grand Junction License Data History Supplemental Sheet

| Dates                            | Type of License    | City     | County   | State | Name of Business |
|----------------------------------|--------------------|----------|----------|-------|------------------|
| 05/16 to 4/22<br>(mm/yy) (mm/yy) | Medical Dispensary | Chandler | Maricopa | AZ    | AZGM 3, Inc.     |

| Dates                               | Type of License    | City     | County   | State | Name of Business      |
|-------------------------------------|--------------------|----------|----------|-------|-----------------------|
| 07/16 to present<br>(mm/yy) (mm/yy) | Medical Dispensary | Chandler | Maricopa | AZ    | Vending Logistics LLC |

| Dates                             | Type of License | City     | County   | State | Name of Business |
|-----------------------------------|-----------------|----------|----------|-------|------------------|
| 08/17 to 07/22<br>(mm/yy) (mm/yy) | N/A             | Chandler | Maricopa | AZ    | BISHCO LLC       |

| Dates                               | Type of License    | City | County | State | Name of Business      |
|-------------------------------------|--------------------|------|--------|-------|-----------------------|
| 03/21 to present<br>(mm/yy) (mm/yy) | Medical Dispensary | N/A  | N/A    | NJ    | Green Medicine NJ LLC |

| Dates                               | Type of License | City | County | State | Name of Business    |
|-------------------------------------|-----------------|------|--------|-------|---------------------|
| 08/19 to present<br>(mm/yy) (mm/yy) | N/A             | N/A  | N/A    | NJ    | GMNJ Properties LLC |

| Dates                               | Type of License | City       | County   | State | Name of Business     |
|-------------------------------------|-----------------|------------|----------|-------|----------------------|
| 11/18 to present<br>(mm/yy) (mm/yy) | N/A             | Carbondale | Garfield | CO    | 2187 10th Street LLC |

| Dates                               | Type of License | City       | County   | State | Name of Business      |
|-------------------------------------|-----------------|------------|----------|-------|-----------------------|
| 10/26 to present<br>(mm/yy) (mm/yy) | N/A             | Carbondale | Garfield | CO    | 2102 Airport Road LLC |

| Dates                               | Type of License | City             | County   | State | Name of Business      |
|-------------------------------------|-----------------|------------------|----------|-------|-----------------------|
| 04/21 to present<br>(mm/yy) (mm/yy) | N/A             | Glenwood Springs | Garfield | CO    | 753 Horizon Court LLC |

| Dates                               | Type of License | City             | County   | State | Name of Business      |
|-------------------------------------|-----------------|------------------|----------|-------|-----------------------|
| 01/17 to present<br>(mm/yy) (mm/yy) | N/A             | Glenwood Springs | Garfield | CO    | 1026 Grand Avenue LLC |

| Dates                               | Type of License | City             | County   | State | Name of Business         |
|-------------------------------------|-----------------|------------------|----------|-------|--------------------------|
| 05/19 to present<br>(mm/yy) (mm/yy) | N/A             | Glenwood Springs | Garfield | CO    | Snowmass Green Joint LLC |

| Dates                               | Type of License | City             | County   | State | Name of Business      |
|-------------------------------------|-----------------|------------------|----------|-------|-----------------------|
| 02/19 to present<br>(mm/yy) (mm/yy) | N/A             | Glenwood Springs | Garfield | CO    | Green Medicine IP LLC |



### City of Grand Junction License Data History Supplemental Sheet

| Dates                               | Type of License | City     | County   | State | Name of Business     |
|-------------------------------------|-----------------|----------|----------|-------|----------------------|
| 05/2002 to 09/04<br>(mm/yy) (mm/yy) | N/A             | Sarasota | Sarasota | FL    | Lakewood Vending LLC |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |



## City of Grand Junction License Discipline History Supplemental Sheet

| Date                                                                                                                                                                                                                                                                                        | Type of License | City | County | State | Reason for Denial/Suspension/Revocation |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------|--------|-------|-----------------------------------------|
| 11/12/19                                                                                                                                                                                                                                                                                    | N/A             | N/A  | N/A    | N/A   | N/A                                     |
| <p>Details:</p> <p>After missing a payment on a payment program, the IRS issued a notice of a lien. The balance on the taxes due was paid two days later, and the lien was officially released 12/4/2019. This was a personal tax debt and lien; it was not associated to any business.</p> |                 |      |        |       |                                         |

| Date            | Type of License | City | County | State | Reason for Denial/Suspension/Revocation |
|-----------------|-----------------|------|--------|-------|-----------------------------------------|
|                 |                 |      |        |       |                                         |
| <p>Details:</p> |                 |      |        |       |                                         |

| Date            | Type of License | City | County | State | Reason for Denial/Suspension/Revocation |
|-----------------|-----------------|------|--------|-------|-----------------------------------------|
|                 |                 |      |        |       |                                         |
| <p>Details:</p> |                 |      |        |       |                                         |

| Date            | Type of License | City | County | State | Reason for Denial/Suspension/Revocation |
|-----------------|-----------------|------|--------|-------|-----------------------------------------|
|                 |                 |      |        |       |                                         |
| <p>Details:</p> |                 |      |        |       |                                         |

| Date | Type of License | City | County | State | Reason for Denial/Suspension/Revocation |
|------|-----------------|------|--------|-------|-----------------------------------------|
|      |                 |      |        |       |                                         |





Details:

### City of Grand Junction Civil Litigation History Supplemental Sheet

| Date     | Type of Civil Action | City | County  | State | Disposition/Outcome |
|----------|----------------------|------|---------|-------|---------------------|
| 06/30/16 | Small claims         |      | Manatee | FL    | Settled Stipulation |

Were you: ☐ Plaintiff ☒ Defendant ☐ Complainant ☐ Respondent ☐ Other \_\_\_\_\_

Details: Case no. 2016 SC 552. This matter involved a rental property that was trashed by tenants, who took court action when their security deposit wasn't returned. We didn't realize that you had to provide written notice, in a specific manner, within a specific time frame to do this correctly. After consulting with an attorney, we agreed to return the rental deposit via a stipulated settlement.

| Date | Type of Civil Action | City | County | State | Disposition/Outcome |
|------|----------------------|------|--------|-------|---------------------|
|      |                      |      |        |       |                     |

Were you: ☐ Plaintiff ☐ Defendant ☐ Complainant ☐ Respondent ☐ Other \_\_\_\_\_

Details:

| Date | Type of Civil Action | City | County | State | Disposition/Outcome |
|------|----------------------|------|--------|-------|---------------------|
|      |                      |      |        |       |                     |

Were you: ☐ Plaintiff ☐ Defendant ☐ Complainant ☐ Respondent ☐ Other \_\_\_\_\_



### City of Grand Junction License Data History Supplemental Sheet

| Dates                             | Type of License | City           | County   | State | Name of Business |
|-----------------------------------|-----------------|----------------|----------|-------|------------------|
| 05/16 to 10/17<br>(mm/yy) (mm/yy) | N/A             | San Tan Valley | Maricopa | AZ    | AZGM 1, Inc.     |

| Dates                             | Type of License | City           | County   | State | Name of Business |
|-----------------------------------|-----------------|----------------|----------|-------|------------------|
| 05/16 to 10/17<br>(mm/yy) (mm/yy) | N/A             | San Tan Valley | Maricopa | AZ    | AZGM 2, Inc.     |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |



## City of Grand Junction License Discipline History Supplemental Sheet

| Date                                                                                                                                                                                                                                                                                        | Type of License | City | County | State | Reason for Denial/Suspension/Revocation |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------|--------|-------|-----------------------------------------|
| 11/12/19                                                                                                                                                                                                                                                                                    | N/A             | N/A  | N/A    | N/A   | N/A                                     |
| <p>Details:</p> <p>After missing a payment on a payment program, the IRS issued a notice of a lien. The balance on the taxes due was paid two days later, and the lien was officially released 12/4/2019. This was a personal tax debt and lien; it was not associated to any business.</p> |                 |      |        |       |                                         |

| Date            | Type of License | City | County | State | Reason for Denial/Suspension/Revocation |
|-----------------|-----------------|------|--------|-------|-----------------------------------------|
|                 |                 |      |        |       |                                         |
| <p>Details:</p> |                 |      |        |       |                                         |

| Date            | Type of License | City | County | State | Reason for Denial/Suspension/Revocation |
|-----------------|-----------------|------|--------|-------|-----------------------------------------|
|                 |                 |      |        |       |                                         |
| <p>Details:</p> |                 |      |        |       |                                         |

| Date            | Type of License | City | County | State | Reason for Denial/Suspension/Revocation |
|-----------------|-----------------|------|--------|-------|-----------------------------------------|
|                 |                 |      |        |       |                                         |
| <p>Details:</p> |                 |      |        |       |                                         |

| Date            | Type of License | City | County | State | Reason for Denial/Suspension/Revocation |
|-----------------|-----------------|------|--------|-------|-----------------------------------------|
|                 |                 |      |        |       |                                         |
| <p>Details:</p> |                 |      |        |       |                                         |





## City of Grand Junction Civil Litigation History Supplemental Sheet

| Date                                                                                                                                                                                                                                                                                                                                                                                                            | Type of Civil Action | City | County  | State | Disposition/Outcome |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------|---------|-------|---------------------|
| 06/30/16                                                                                                                                                                                                                                                                                                                                                                                                        | Small claims         |      | Manatee | FL    | Settled Stipulation |
| Were you: <input type="checkbox"/> Plaintiff <input checked="" type="checkbox"/> <u>Defendant</u> <input type="checkbox"/> Complainant <input type="checkbox"/> Respondent <input type="checkbox"/> Other _____                                                                                                                                                                                                 |                      |      |         |       |                     |
| Details: Case no. 2016 SC 552. This matter involved a rental property that was trashed by tenants, who took court action when their security deposit wasn't returned. We didn't realize that you had to provide written notice, in a specific manner, within a specific time frame to do this correctly. After consulting with an attorney, we agreed to return the rental deposit via a stipulated settlement. |                      |      |         |       |                     |

| Date                                                                                                                                                                                          | Type of Civil Action | City | County | State | Disposition/Outcome |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------|--------|-------|---------------------|
|                                                                                                                                                                                               |                      |      |        |       |                     |
| Were you: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Complainant <input type="checkbox"/> Respondent <input type="checkbox"/> Other _____ |                      |      |        |       |                     |
| Details:                                                                                                                                                                                      |                      |      |        |       |                     |

| Date                                                                                                                                                                                          | Type of Civil Action | City | County | State | Disposition/Outcome |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------|--------|-------|---------------------|
|                                                                                                                                                                                               |                      |      |        |       |                     |
| Were you: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Complainant <input type="checkbox"/> Respondent <input type="checkbox"/> Other _____ |                      |      |        |       |                     |
| Details:                                                                                                                                                                                      |                      |      |        |       |                     |



### City of Grand Junction License Data History Supplemental Sheet

| Dates                               | Type of License | City | County | State | Name of Business         |
|-------------------------------------|-----------------|------|--------|-------|--------------------------|
| 07/11 to present<br>(mm/yy) (mm/yy) | Private Pilot   | N/A  | N/A    | N/A   | N/A (Issued through FAA) |

| Dates                               | Type of License           | City | County | State | Name of Business         |
|-------------------------------------|---------------------------|------|--------|-------|--------------------------|
| 08/04 to present<br>(mm/yy) (mm/yy) | Control Tower<br>Operator | N/A  | N/A    | N/A   | N/A (Issued through FAA) |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                 | Type of License | City | County | State | Name of Business |
|---------------------------------------|-----------------|------|--------|-------|------------------|
| ___/___ to ___/___<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

Brian Daniel Sullivan – Professional / Occupational Licenses – Air Traffic Controller & Private Pilot Licenses







## City of Grand Junction License Data History Supplemental Sheet

| Dates                             | Type of License | City       | County | State | Name of Business    |
|-----------------------------------|-----------------|------------|--------|-------|---------------------|
| 09/97 to 01/08<br>(mm/yy) (mm/yy) | N/A             | Twin Lakes | Lake   | CO    | K&B Excavating, Inc |

| Dates                                   | Type of License | City | County | State | Name of Business |
|-----------------------------------------|-----------------|------|--------|-------|------------------|
| __/__/__ to __/__/__<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                   | Type of License | City | County | State | Name of Business |
|-----------------------------------------|-----------------|------|--------|-------|------------------|
| __/__/__ to __/__/__<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                   | Type of License | City | County | State | Name of Business |
|-----------------------------------------|-----------------|------|--------|-------|------------------|
| __/__/__ to __/__/__<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                   | Type of License | City | County | State | Name of Business |
|-----------------------------------------|-----------------|------|--------|-------|------------------|
| __/__/__ to __/__/__<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                   | Type of License | City | County | State | Name of Business |
|-----------------------------------------|-----------------|------|--------|-------|------------------|
| __/__/__ to __/__/__<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                   | Type of License | City | County | State | Name of Business |
|-----------------------------------------|-----------------|------|--------|-------|------------------|
| __/__/__ to __/__/__<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                   | Type of License | City | County | State | Name of Business |
|-----------------------------------------|-----------------|------|--------|-------|------------------|
| __/__/__ to __/__/__<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                   | Type of License | City | County | State | Name of Business |
|-----------------------------------------|-----------------|------|--------|-------|------------------|
| __/__/__ to __/__/__<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                   | Type of License | City | County | State | Name of Business |
|-----------------------------------------|-----------------|------|--------|-------|------------------|
| __/__/__ to __/__/__<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |

| Dates                                   | Type of License | City | County | State | Name of Business |
|-----------------------------------------|-----------------|------|--------|-------|------------------|
| __/__/__ to __/__/__<br>(mm/yy) (mm/yy) |                 |      |        |       |                  |



## City of Grand Junction Civil Litigation History Supplemental Sheet

| Date                                                                                                                                                                                                     | Type of Civil Action | City | County | State | Disposition/Outcome |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------|--------|-------|---------------------|
| 1989                                                                                                                                                                                                     | Real Estate          |      | Teller | CO    | Return of home      |
| Were you: <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Complainant <input type="checkbox"/> Respondent <input type="checkbox"/> Other _____ |                      |      |        |       |                     |
| Details: <b>1992CV000181.</b> Someone assumed Ms. Paarz's mortgage and walked away from the home, which was returned to her through the courts.                                                          |                      |      |        |       |                     |

| Date                                                                                                                                                                                                                                                                  | Type of Civil Action | City          | County | State | Disposition/Outcome |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------|--------|-------|---------------------|
| 1989                                                                                                                                                                                                                                                                  | Bankruptcy           | Woodland Park | Teller | CO    | Discharge           |
| Were you: <input type="checkbox"/> Plaintiff <input checked="" type="checkbox"/> Defendant <input type="checkbox"/> Complainant <input type="checkbox"/> Respondent <input type="checkbox"/> Other _____                                                              |                      |               |        |       |                     |
| Details: <b>1989CV00041.</b> Ms. Paarz was among several investors of a Dairy Queen franchise that did not succeed and went bankrupt. As an investor, she was among those listed as necessary parties to the bankruptcy action to address debts held by the business. |                      |               |        |       |                     |

| Date                                                                                                                                                                                                                                                                  | Type of Civil Action | City | County  | State | Disposition/Outcome |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------|---------|-------|---------------------|
| 1989                                                                                                                                                                                                                                                                  | Bankruptcy           |      | El Paso | CO    | Discharge of debt   |
| Were you: <input type="checkbox"/> Plaintiff <input checked="" type="checkbox"/> Defendant <input type="checkbox"/> Complainant <input type="checkbox"/> Respondent <input type="checkbox"/> Other _____                                                              |                      |      |         |       |                     |
| Details: <b>1989CV00977.</b> Ms. Paarz was among several investors of a Dairy Queen franchise that did not succeed and went bankrupt. As an investor, she was among those listed as necessary parties to the bankruptcy action to address debts held by the business. |                      |      |         |       |                     |



### City of Grand Junction Civil Litigation History Supplemental Sheet

| Date                                                                                                                                                                                                                                                                    | Type of Civil Action | City | County  | State | Disposition/Outcome |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------|---------|-------|---------------------|
| 1989                                                                                                                                                                                                                                                                    | Bankruptcy           |      | El Paso | CO    | Discharge of debt   |
| Were you: <input type="checkbox"/> Plaintiff <input checked="" type="checkbox"/> Defendant <input type="checkbox"/> Complainant <input type="checkbox"/> Respondent <input type="checkbox"/> Other _____                                                                |                      |      |         |       |                     |
| Details: <b>1989CV002311</b> . Ms. Paarz was among several investors of a Dairy Queen franchise that did not succeed and went bankrupt. As an investor, she was among those listed as necessary parties to the bankruptcy action to address debts held by the business. |                      |      |         |       |                     |

| Date                                                                                                                                                                                                                                                                    | Type of Civil Action | City | County  | State | Disposition/Outcome |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------|---------|-------|---------------------|
| 1989                                                                                                                                                                                                                                                                    | Bankruptcy           |      | El Paso | CO    | Discharge of Debt   |
| Were you: <input type="checkbox"/> Plaintiff <input checked="" type="checkbox"/> Defendant <input type="checkbox"/> Complainant <input type="checkbox"/> Respondent <input type="checkbox"/> Other _____                                                                |                      |      |         |       |                     |
| Details: <b>1989CV005679</b> . Ms. Paarz was among several investors of a Dairy Queen franchise that did not succeed and went bankrupt. As an investor, she was among those listed as necessary parties to the bankruptcy action to address debts held by the business. |                      |      |         |       |                     |

| Date                                                                                                                                                                                          | Type of Civil Action | City | County | State | Disposition/Outcome |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------|--------|-------|---------------------|
|                                                                                                                                                                                               |                      |      |        |       |                     |
| Were you: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Complainant <input type="checkbox"/> Respondent <input type="checkbox"/> Other _____ |                      |      |        |       |                     |
|                                                                                                                                                                                               |                      |      |        |       |                     |



IN THE COUNTY COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR MANATEE COUNTY, FLORIDA

IRIS RODRIGUEZ and  
ALFONSO SERRANO,

Plaintiffs,

v.

Case no. 2016 SC 552

DANIEL SULLIVAN and  
CHERYL SULLIVAN,

Defendants.

STIPULATION FOR GARNISHMENT ORDER

The plaintiffs and the defendants hereby stipulate and agree to the entry of a garnishment order, so that \$3,781.40 of the funds being held by the garnishee, Bank of America, N.A., may be released to the plaintiffs. A proposed order is attached as Exhibit A.

Loudermilk Law Firm, P.A.  
1207 Sarasota Center Boulevard  
Sarasota, FL 34240  
(941) 706-2533  
(941) 706-2763 facsimile  
rich@LoudermilkLawFirm.com  
Counsel for Plaintiffs

Richard S. Loudermilk  
Florida Bar No. 495549

date

  
Daniel Sullivan  
609 Harmony Lane  
Carbondale, CO 81623-8855

6-30-16  
date

  
Cheryl Sullivan  
609 Harmony Lane  
Carbondale, CO 81623-8855

6-30-16  
date

**IN THE COUNTY COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR MANATEE COUNTY, FLORIDA**

**IRIS RODRIGUEZ and  
ALFONSO SERRANO,**

**Plaintiffs,**

**v.**

**Case no. 2016 SC 552**

**DANIEL SULLIVAN and  
CHERYL SULLIVAN,**

**Defendants.**

\_\_\_\_\_ /

**STIPULATED ORDER AS TO GARNISHMENT**

This cause was considered by the Court without a hearing, based on the stipulation of the plaintiffs and the defendants. It is hereby ordered as follows:

1. The garnishee, Bank of America, N.A. ("Garnishee"), is directed to disburse the sum of \$3,781.40 to the plaintiffs, care of the plaintiffs' counsel, Richard Loudermilk, Esq., 1207 Sarasota Center Boulevard, Sarasota, FL 34240, by means of a check made payable to "Loudermilk Law Firm Trust Account."
2. Garnishee then shall release all holds under the garnishment writ.

So ordered in Manatee County, Florida, this \_\_\_\_\_.



\_\_\_\_\_  
K. Douglas Henderson  
County Judge

Conformed copies to:

Richard S. Loudermilk, Esq., 1207 Sarasota Center Boulevard, Sarasota, FL 34240  
Daniel Sullivan, 609 Harmony Lane, Carbondale, CO 81623-8855  
Cheryl Sullivan, 609 Harmony Lane, Carbondale, CO 81623-8855

**Notice of Federal Tax Lien**

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

Serial Number

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  
DANIEL L & CHERYL L SULLIVAN

Residence  
609 HARMONY LN  
CARBONDALE, CO 81623-8827

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of the lien is refilled 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).

- This Notice of Federal Tax Lien has been filed as a matter of public record.
- IRS will continue to charge penalty and interest until you satisfy the amount you owe.
- Contact the Area Office Collection Function for information on the amount you must pay before we can release this lien.
- See the back of this page for an explanation of your Administrative Appeal rights.

| Kind of Tax<br>(a)                                                                     | Tax Period<br>Ending<br>(b) | Identifying Number<br>(c) | Date of<br>Assessment<br>(d) | Last Day for<br>Refiling<br>(e) | Unpaid Balance<br>of Assessment<br>(f) |
|----------------------------------------------------------------------------------------|-----------------------------|---------------------------|------------------------------|---------------------------------|----------------------------------------|
| 1040                                                                                   | 12/31/2017                  |                           | 11/19/2018                   | 12/19/2028                      | 168125.20                              |
| Place of Filing<br>CLERK AND RECORDER<br>GARFIELD COUNTY<br>GLENWOOD SPRINGS, CO 81601 |                             |                           |                              |                                 | Total<br>168125.20                     |

This notice was prepared and signed at SEATTLE, WA, on this,  
the 31st day of October, 2019.

Signature  
*G. J. Carter-Louis*  
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 3 - Taxpayer's Copy**





Department of the Treasury  
Internal Revenue Service

CCP-LU ACS CORRESPONDENCE

P.O. BOX 145566, STOP 8130 CSC

CINCINNATI, OH 45250-5566

**CERTIFIED MAIL**

9307110756207029620610

Letter Date: 11/12/2019

Taxpayer Identification Number:

Person to Contact:

G.J. CARTER-LOUIS

Contact Telephone Number:

(800) 829-3903

Employee Identification Number:

DANIEL L & CHERYL L SULLIVAN

609 HARMONY LN

CARBONDALE, CO 81623-8827

004414

**Notice of Federal Tax Lien Filing and Your Right to a Hearing Under IRC 6320**

Dear DANIEL L & CHERYL L SULLIVAN

We filed a Notice of Federal Tax Lien on 11/13/2019 .

| Type of Tax | Tax Period | Assessment Date | Amount on Lien |
|-------------|------------|-----------------|----------------|
| 1040        | 12/31/2017 | 11/19/2018      | 168125.20      |

NOTE: Please contact the person whose name and telephone number appears on this notice to obtain the current amount you owe. Additional interest and penalties may be increasing the amount on the lien shown above.

A lien attaches to all property you currently own and to all property you may acquire in the future. It also may damage your credit rating and hinder your ability to obtain additional credit.

You have the right to a hearing with us to appeal this collection action and to discuss your payment method options. To explain the different collection appeal procedures available to you, we have enclosed Publication 1660, Collection Appeal Rights.

You must request your hearing by 12/20/2019 . Please complete the enclosed Form 12153, *Request for a Collection Due Process or Equivalent Hearing*, and mail it to:

Internal Revenue Service  
IRS-ACS/CDP  
P.O. BOX 42346  
PHILADELPHIA, PA 19101-2346



## Adv Relationship Banking - [REDACTED]: Account Activity Transaction Details

Check number: 00000005649

Post date: 11/21/2019

Amount: -201,567.08

Type: Check

Description: Check

Merchant name: Check

?

Transaction category: Uncategorized: Pending

|                                                                                       |                        |                             |
|---------------------------------------------------------------------------------------|------------------------|-----------------------------|
| DANIEL L SULLIVAN<br>CHERYL L SULLIVAN<br>609 HARMONY LN<br>CARBONDALE, CO 81623-8855 |                        | 5649<br>4321631 FL<br>23309 |
| 11-14-19                                                                              |                        | Date                        |
| Pay to the order of<br>US TREASURY                                                    |                        | \$ 201,567.08               |
| TWO HUNDRED + ONE THOUSAND FIVE HUNDRED + SEVEN 08/100 Dollars                        |                        |                             |
| Bank of America<br>ACH INT 0001 00077                                                 | UNITED STATES TREASURY |                             |
| Memo FINAL 2017 1040 OLRD                                                             | <i>[Signature]</i>     |                             |

Form 668 (Z)  
(Rev. 10-2000)

1872

Department of the Treasury - Internal Revenue Service  
**Certificate of Release of Federal Tax Lien**

Area:

Serial Number

For Use by Recording Office

**SMALL BUSINESS/SELF EMPLOYED AREA #6**

Lien Unit Phone: (800) 913-6050

I certify that the following-named taxpayer, under the requirements of section 6325 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 xxxxxxxx xx

xx, is authorized to note the books to show the release of this lien for these taxes and additions.

Name of Taxpayer **DANIEL L & CHERYL L SULLIVAN**

Residence **609 HARMONY LN  
CARBONDALE, CO 81623-8827**

| Kind of Tax<br>(a)                                          | Tax Period<br>Ended<br>(b) | Identifying Number<br>(c) | Date of<br>Assessment<br>(d) | Last Day for<br>Refiling<br>(e) | Unpaid Balance<br>of Assessment<br>(f) |
|-------------------------------------------------------------|----------------------------|---------------------------|------------------------------|---------------------------------|----------------------------------------|
| 1040                                                        | 12/31/2017                 |                           | 11/19/2018                   | 12/19/2028                      | 168125.20                              |
| *****                                                       |                            |                           |                              |                                 |                                        |
| Place of Filing                                             |                            |                           |                              |                                 |                                        |
| SECRETARY OF STATE<br>STATE OF COLORADO<br>DENVER, CO 80202 |                            |                           |                              |                                 |                                        |
| Total                                                       |                            |                           |                              |                                 | 168125.20                              |

This notice was prepared and signed at SEATTLE, WA, on this,

the 04th day of December, 2019.

Signature

*John H. Hark*

Title

**Operations Manager,  
Centralized Lien Operation**

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

Part 2 - Taxpayer's Copy

Form 668 (Z) (Rev. 10-2000)  
CAT. NO 600261



Janet Harrell

---

**From:** cityclerk  
**Sent:** Thursday, October 6, 2022 2:39 PM  
**To:** Debbie Kemp; Selestina Sandoval; Janet Harrell; Kerry Graves; Amy Phillips  
**Subject:** FW: Cannabis Junction LLC - Review and Findings Report RESPONSE  
**Attachments:** Review and Findings Response.pdf; EXHIBIT B - LightingSignageParking Plan.pdf; Commercial Lease Agreement.pdf; DOUGLAS PRITCHARD 894.pdf; 2022-04-21 16-09.pdf

---

**From:** Ryan Pritchard <rpritch5@gmail.com>  
**Sent:** Thursday, October 6, 2022 2:39:02 PM (UTC-07:00) Mountain Time (US & Canada)  
**To:** cityclerk <cityclerk@gjcity.org>; citymanager <citymanager@gjcity.org>  
**Cc:** ICE Dad <moveher@hotmail.com>  
**Subject:** Cannabis Junction LLC - Review and Findings Report RESPONSE

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

Janet and Greg,

Please see following attachments in response to the Review and Findings Report for Cannabis Junction LLC

1. Review and Findings Response Document
2. Revised Commercial Lease
3. Certificate of Trust
4. Exhibit B - Lighting/Signage/Parking Plan
5. Article 894 Court Document

PLEASE CONFIRM RECEIPT OF THIS EMAIL AND ATTACHED DOCUMENTS

Let me know if we are missing anything or if you have trouble opening any of the documents.

Thanks,

Ryan Pritchard  


EXHIBIT 1

In response to the Review and Findings Report:

#### **Proposed Operating Plan**

1. There is no statement from the landlord that the building systems either meet the requirements of the code(s) or can be modified to do so, as required on the Operating Plan form.

**RESPONSE:** Building systems meet requirements of the codes to Landlords knowledge. Building can and will be modified to meet any additional requirements of the codes.

2. The notes for the Lighting Plan, Signage Plan, and Parking Plan indicate that there is an Exhibit B that details this information. No Exhibit B was included in the application.

**RESPONSE:** See attached Exhibit B for Lighting, Signage, and Parking Plan.

#### **Proof of Ownership or Legal Right to Proposed Premises**

1. The Special Warranty Deed conveys ownership interest in the proposed premises to Douglas A. Pritchard Revocable Trust. The Commercial Lease is signed by Douglas A. Pritchard, an individual, with no reference to his designation on behalf of the trust.

**RESPONSE:** See in red on attached revised lease. Douglas A. Pritchard is signing on behalf of the trust.

2. The Commercial Lease does not have an effective date.

**RESPONSE:** See in red on attached revised lease with effective date of January 1, 2023

#### **Property Authorization**

1. The Property Authorization does not identify Douglas A. Pritchard's authority to sign on behalf of the Douglas A. Pritchard Revocable Trust.

**RESPONSE:** See lines 5 and 6 of attached Certificate of Trust identifying Douglas A. Pritchard as the trustee and the power to lease property interests.

#### **Business Entity Documents**

The Applicant failed to disclose the following information as part of the Findings of Suitability:

1. Douglas Pritchard failed to disclose that he was arrested in 1976 for possession of marijuana and did not provide a Court disposition. The Grand Junction Police Department obtained information that the Baton Rouge court did not retain the record for this case.

RESPONSE: Baton Rouge court does not have any record of this arrest. Case was dismissed.

2. Douglas Pritchard failed to disclose that he was arrested in 1991 for a Driving Under the Influence of Alcohol charge and did not provide a Court disposition. The Grand Junction Police Department obtained information indicating that the disposition was successful probation and dismissed by Court.

RESPONSE: See attached court disposition indicating that the disposition was successful and dismissed by the court in accordance with Article 894.

3. Douglas Pritchard failed to disclose that he was the owner and/or managerial affiliate of three other businesses.

RESPONSE: We understood the question as referring to Colorado business. However, the 3 Louisiana businesses are explained below:

Student Movers, Inc. – Business was sold in 2017.

Fieldstone LLC – This LLC is just the holding entity for 6032 Fieldstone Dr. (rental property). This is not a business.

Tire Kare – Tire sealant company that was never operating and was dissolved.

I, Douglas A Pritchard, solemnly swear that the contents of this document are true and correct.



(Signature)

Douglas A. Pritchard

(Print)

10-6-22

(Date)



STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

COMMERCIAL LEASE

This Agreement of Lease, made and entered into on October 6, 2022 by Douglas A. Pritchard Revocable Trust, hereinafter referred to as Landlord or Lessor, and Cannabis Junction LLC hereinafter referred to as Tenant or Lessee.

WITNESSETH:

Landlord hereby leases to Tenant and Tenant hereby takes from Landlord, subject to the terms and conditions set forth below, the Leased Premises located at 1215 N 1<sup>st</sup> St Grand Junction, CO 81505.

1. **RENT:** For the three (3) years of the Lease term, Tenant shall pay monthly rental as follows:

| Monthly Rent | Lease Years                                                  |
|--------------|--------------------------------------------------------------|
| \$3000       | 3 Years (Start Date to be date of cannabis license approval) |

Rent shall be payable in advance on the first (1st) day of each calendar month during the entire term of this Lease, payable to: Mr. Douglas A. Pritchard and delivered to 6032 Fieldstone Drive, Suite C, Baton Rouge, LA 70809. Landlord may from time to time designate other places for the payment of the rent by written notice to Tenant.

2. **TERM:** The term of this lease and Tenant's obligation to pay rent hereunder shall commence upon **January 1, 2023 (effective date).**

If either party desires the Lease to terminate at its expiration date, a ninety (90) day written notice shall be given to the other party. If no notice is given, the Lease shall not be renewed but shall continue on a month-to-month basis. In such event, either party may terminate the Lease at the end of any month by giving a ninety (90) day written notice to the other party. If this Lease is converted to a month-to-month tenancy as provided herein, the monthly base rent shall be \$3500.00 per month until further negotiation.

3. **LATE CHARGES:** If any monthly installment is not paid by the fifth (5<sup>th</sup>) day of each month, Tenant shall be liable for a late charge equal to five percent (5%) of such monthly installment. All past due installments of rent shall bear interest at the maximum allowable rate from date due until paid.

4. **OPTION TO RENEW:**  
Tenant shall have One (1) option to renew for Three (3) years upon 90 days written notice to Landlord. Base rent for the renewal term to be negotiated.

5. **KIND OF BUSINESS:** Tenant shall occupy the premises throughout the full term of the Lease, and the principal business to be conducted at this address is **cannabis retail store**. Tenant agrees to conduct its business at all times in a reasonable manner and shall promptly comply with all laws, ordinances, orders and regulations affecting the Leased Premises and the occupation and use of same. Tenant shall obtain all licenses and permits required by law or regulation for the conduct of its business. Tenant shall not use any portion of the Leased Premises for any purpose that is unlawful or in violation of any zoning ordinances or any other laws nor for any purpose that tends to injure or depreciate the property or create a nuisance or interfere with, annoy or disturb any other persons. Nothing shall be placed or done on the premises by Tenant which shall cause forfeiture or increase of any insurance. Any violation of this provision shall permit the Landlord at its option to immediately cancel this Lease upon written notice to Tenant.

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Tenant

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Landlord



6. **ALTERATIONS:** Tenant shall make no alterations or additions to the premises without written permission of Landlord, which approval shall not be unreasonably withheld. Should any addition or alteration made by Tenant cause any increase in the insurance rate on the premises, Tenant shall pay such increase in addition to the agreed monthly rental amount. Any such alterations or changes made to the premises by Tenant shall become the property of Landlord, at the termination of this Lease, without any right of reimbursement therefor. Tenant shall promptly remove any items belonging to Tenant and repair or replace in a like condition the Leased Premises on or before the expiration of this Lease, or any extension or renewal thereof. Any alterations or additions made by Tenant to the Leased Premises shall be performed in a good and workmanlike manner and in compliance with all governmental requirements and permits. Tenant shall secure sufficient builder's risk, liability, liquor liability and workers compensation insurance, naming Landlord as an additional insured and provide proper evidence of such insurance coverage to Landlord prior to commencement of any work. Tenant shall indemnify and hold Landlord harmless from all claims, liabilities, obligations and expenses, including attorney fees, arising from or in any way connected with such work. Tenant shall only use a licensed and bonded contractor for any such work; Tenant warrants that the contractor and all subcontractors, laborers and suppliers shall be paid in a timely manner; and Tenant hereby indemnifies Landlord (including attorney fees) against liens for any work performed, material furnished, or obligations incurred by or on behalf of Tenant, Tenant shall keep the premises and the Building free from any such liens, and Tenant shall discharge or bond any lien filed within ten (10) days after the filing thereof.
7. **SECURITY DEPOSIT:** On the date of execution of this Lease by Tenant, there shall be due and payable by Tenant to Landlord a security deposit in the amount of \$3000 to be held by Landlord, for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the deposit shall not be considered at any time an advance payment of rental, last month's rent, a measure of Landlord's damage in case of default by Tenant or breach by Tenant of Tenant's covenants under this Lease. Upon the occurrence of any event of default by Tenant, Landlord at its option may use such deposit to the extent necessary to apply toward any arrears of rent, or to apply toward any other damage, injury or expense caused to Landlord by such event of default. Landlord shall have the right to retain and expend such deposit toward the cost of cleaning and repairing the premises if Tenant shall fail to deliver up such premises at the termination of this Lease in the condition delivered, less ordinary wear and tear. Tenant shall make actual delivery of the keys to Landlord. Failure to make delivery shall result in a re-key charge of all locks located on the Leased Premises. Future increase in rent will require increase in deposit held by Landlord by equal amount.
8. **RIGHT OF ENTRY:** Landlord, its employees, agents, successors or assigns shall have the right to enter the premises at all reasonable times for the purpose of inspection, or in order to make any repairs required of Landlord, or which may be necessary for the preservation of the property. If locks are changed at any time during the term of this Lease, Landlord or its agent shall be supplied with current keys and/or alarm codes by Tenant. Landlord reserves the right to post "For Lease" signs and show the Leased Premises to prospective tenants one hundred eighty (180) days preceding the expiration of the Lease if no option has been exercised. Landlord also reserves the right to post "For Sale" signs and show the Leased Premises to prospective purchasers at any time during the Lease.
9. **DELIVERY AND ACCEPTANCE OF PREMISES:** Tenant assuming possession of the Leased Premises constitutes an admission that premises have been examined and found to be in good and safe condition. Tenant accepts the premises in "AS IS" condition upon taking possession, Except as indicated in the attached **Exhibit A "Landlord and Tenants Work"**; assumes responsibility for the condition of the Leased Premises; agrees to keep the premises in good condition during the term of this Lease, and any extension or renewal thereof, at Tenant's expense; agrees to keep the premises broom clean and free from dirt, trash and debris during the entire term of this Lease, or any extensions or renewals thereof; and agrees to return the premises to Landlord in the same good and clean condition at the termination of this Lease, normal wear and tear excepted. Tenant shall make actual delivery of the keys to Landlord.
10. **CONDITION/UPKEEP OF PREMISES & PARKING:** Tenant agrees not to leave trash outside the

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Tenant

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Landlord



Leased Premises. Tenant agrees to keep the property clean and neat. All trash shall be kept in dumpster provided by Tenant. Should Tenant be in default of the requirements of this provision, Landlord may, after written notice to Tenant, remedy such default at Tenant's expense, and such expense shall be treated as additional rent due under this Lease by Tenant.

11. **MAINTENANCE, REPAIRS AND REPLACEMENTS:** Excluding the roof and structural elements of the building, Tenant assumes full and complete responsibility for the first \$300 in cost per occurrence of all interior repairs, replacements and maintenance of the Leased Premises, including, but not limited to, overhead door, HVAC, plumbing, electrical, lighting, exhaust fans, and sewer line of the Leased Premises and any appurtenances, structure or improvements thereon. Tenant shall be required to change HVAC filters every 30 days. Tenant shall be required to have at least one yearly HVAC Cleaning/Inspection/Service paid for by tenant. Tenant shall be required to use Landlord's preferred HVAC service company for all maintenance or repairs. If tenant refuses or neglects to perform maintenance or make repairs or replacements, or if Landlord is required to make repairs by reason of Tenant's negligent acts or omissions, Landlord shall have the right, but not be obligated, to perform maintenance or make such repairs or replacements on behalf of and for the account of Tenant; in such event, such work shall be paid for by Tenant as additional rent promptly upon receipt of a bill therefore. All maintenance, repairs and replacements for which Tenant is obligated hereunder shall be performed in a good and workmanlike manner, in compliance with all governmental requirements and permits, and without interference with the other tenants or the transaction of business in the Building. Tenant shall secure sufficient builder's risk, liability (including liquor) and workers compensation insurance, naming Landlord as an additional insured and provide proper evidence of such insurance coverage to Landlord prior to commencement of any work. Tenant shall indemnify and hold Landlord harmless from all claims, liabilities, obligations and expenses, including attorney fees, arising from or in any way connected with such work. Tenant shall only use a licensed and bonded contractor for any such work; Tenant warrants that the contractor and all subcontractors, laborers and suppliers shall be paid in a timely manner; and Tenant hereby indemnifies Landlord (including attorney fees) against liens for any work performed, material furnished, or obligations incurred by or on behalf of Tenant, Tenant shall keep the premises and the Building free from any such liens, and Tenant shall discharge or bond any lien filed within ten (10) days after the filing thereof.
12. **SERVITUDES:** Landlord shall have the right to grant servitudes and easements in areas of the Leased Premises for the installation of utilities, provided that the use of such servitude and easement for such purposes do not interfere substantially with the operation of Tenant's business. The Tenant shall not be entitled to any compensation or abatement of rent if the use of such servitude or easement does not interfere substantially with the operation of the Tenant's business.
13. **FIRE AND CASUALTY:** If the facilities situated upon the Leased Premises should be damaged or destroyed by fire, tornado, or other casualty, Tenant shall give immediate written notice thereof to the Landlord. Tenant shall be responsible for providing and maintaining smoke detectors and fire extinguishers required by law.

(A). **TOTAL DESTRUCTION:** If the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if same should be so damaged that rebuilding or repairs cannot reasonably be completed within one hundred and eighty (180) days after the date upon which Landlord is notified by Tenant of such damage, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective with the date of such damage. Rent for the month during which such damage occurs shall be prorated.

(B). **PARTIAL DESTRUCTION:** Should the Leased Premises be partially destroyed by fire or any other casualty during the term of this lease, Landlord shall as soon as reasonably possible restore the Leased Premises to a condition at least equal to its condition immediately prior to any such casualty.

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Tenant

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Landlord



It is agreed that the partial impairment or destruction of said Leased Premises by fire or any other casualty, shall not have the effect of terminating this lease. If the Leased Premises are destroyed or damaged and Landlord repairs or restores them pursuant to the provisions of this Section, Tenant shall be entitled to an equitable abatement of rent or other charges during the period that Tenant is unable to continue the operation of its business in the Leased Premises in whole or in part.

14. **INDEMNITY:** Tenant agrees to indemnify and save and hold forever harmless the Landlord against all suits, claims, damages and actions (including attorney's fees and costs and expenses of litigation), including but not limited to personal injury, bodily injury, property damage, contamination by hazardous substances, environmental damage or otherwise, occasioned, arising out of, or in any manner related to the condition of the Leased Premises, or any business or operation conducted thereupon by Tenant, or any of Tenant's agents, servants or employees or otherwise related in any way to Tenant's use or occupancy of the Leased Premises. This obligation of indemnity and defense shall extend to and encompass any and all suits, claims, demands, actions and causes of action of whatever kind or character whatsoever, including, but not limited to, claims or suits alleging the fault, negligence or liability of Landlord, either solely, or in conjunction with others.

Tenant expressly acknowledges and agrees that Landlord shall not be responsible for any vices or defects in the Leased Premises, or the consequences thereof, and Tenant hereby expressly assumes sole and exclusive responsibility and liability for any vices, defects or ruin of the Leased Premises, or any portion or part thereof, and agrees to indemnify and hold harmless the Landlord from any and all claims, actions and causes of action arising out of any vice, defect, ruin or other alleged deficiency or inadequacy of the Leased Premises, or any portion thereof, whether known or unknown by Landlord, and whether presently existing or arising in the future.

The Tenant's obligations under this paragraph shall be included with the insurance required to be carried by Tenant under the "Insurance" paragraph herein.

15. **EXPENSES:** Tenant shall pay all expenses pertaining to the Leased Premises, including but not limited to, permits for occupancy, impact fees, assessments, electric utilities, telephone, water, sewer user fees, painting, flooring, interior janitorial, monthly HVAC filter changes and annual servicing of the unit, and other fees, charges and any other costs arising out of Tenant's use of the Leased Premises or incurred by or on behalf of Tenant.

16. **DEFAULT BY TENANT:** The following events shall be deemed to be events of default by Tenant under this lease:

(1). Tenant shall fail to pay any installment of the rent hereby reserved and such failure shall continue for a period of five (5) days after Tenant receives written notice from Landlord of such default.

(2). Tenant shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within five (5) days after written notice is received by Tenant; or if such failure shall be of such a nature that the same cannot be completely cured within the said five (5) days and Tenant shall not have commenced to cure such failure within said five (5) days period and shall not thereafter with reasonable diligence and good faith proceed to cure such failure.

(3). Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(4). Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under similar law or statute of the United States or any State thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

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(5). A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

Upon the occurrence of any of such events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever except as provided herein or required by law:

(a). Terminate this lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying said Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and Tenant agrees to pay to Landlord on written demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to re-let the Leased Premises on satisfactory terms or otherwise. Tenant shall remain liable to Landlord for any difference in the rent price in the event the re-renting is for a lesser rental. Tenant shall also be responsible to Landlord for any expenses, commissions or fees in connection with such re-renting.

(b). Enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying said Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and re-let the Leased Premises and receive the rent therefor; and Tenant agrees to pay to Landlord on written demand any deficiency that may arise by reason of such re-letting.

(c). Enter upon the Leased Premises by force if necessary without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this lease, and Tenant agrees to reimburse Landlord on written demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this lease, and Tenant further agrees that Landlord shall be not liable for any damages resulting to the Tenant from such action, whether unless caused by the negligence of Landlord.

(d). Accelerate the rent by declaring all of the unpaid installments of rent at once due and exigible, and the whole thereof shall become and be immediately due and payable, anything herein to the contrary notwithstanding, and proceed to enforce Landlord's legal remedies.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained. Failure by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default, or of any other violation or breach of any of the terms, provisions, and covenants herein contained.

Tenant agrees not to remove any equipment or fixtures potentially subject to Landlord's lien for unpaid rent without Landlord's prior written consent.

17. **WAIVER OF NOTICE:** Tenant specifically waives the five (5) day notice to vacate as set forth in the Revised Civil Code of the State of Louisiana and under the Louisiana Code of Civil Procedure, including C.C.P. Article 4701, as they may be amended.

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18. **TAXES AND INSURANCE:**

**Taxes.**

Landlord shall be responsible for the payment of all annual real estate taxes and special assessments levied against the Premises. Tenant shall be responsible for any increase in ad valorem taxes and assessments over the base year of **2022**.

**Insurance.**

(A) **LIABILITY AND PROPERTY DAMAGE:** Tenant shall at all times during the full term of this lease and during the full term of any holdovers or other rental agreements, carry and maintain at its own cost and expense, General Public Liability Insurance against claims for bodily injury or death and property damage occurring on the Leased Premises, such insurance to afford protection to both Landlord and Tenant, as their interest may appear, and is to be maintained in reasonable amounts, having regard to the circumstances, and the usual practice at the time of prudent owners and lessees of comparable facilities in the City of Baton Rouge, but in no event in amounts less than One Million Dollars (\$1,000,000.00) with respect to bodily injury or death to any one person, One Million Dollars (\$1,000,000.00) with respect to any one accident, and for property damage not less than One Million Dollars (\$1,000,000.00). This insurance required by this Lease shall be effective under enforceable policies issued by insurers of recognized responsibility licensed to do business in Louisiana. Tenant shall deliver to Landlord evidence of such insurance prior to occupancy. Landlord shall be named an additional insured on the insurance and, in the event Tenant obtains worker's compensation insurance, subrogation by any person paying worker's compensation benefits shall be waived. In the event Tenant does not obtain worker's compensation insurance, Tenant hereby waives any right of subrogation it may have against Landlord due to Tenant paying worker's compensation benefits.

(B) **FIRE AND EXTENDED COVERAGE:** Landlord shall be responsible for all Fire and Extended coverage. Tenant shall be responsible for any increase in premium for fire and extended coverage insurance on the premises over the base year of **2022**.

(C) **VOIDING INSURANCE:** Tenant will not permit the herein Leased Premises to be used for any purpose which would render the insurance thereon void or increase the premium for said insurance. In the event Tenant's act or use of the Leased Premises increases Landlord's insurance premium, Tenant will pay the amount of the increase as increased monthly rent.

(D) **TENANT'S CONTENTS:** Tenant is responsible for insuring Tenant's leasehold improvements, contents, inventory, equipment, and fixtures.

19. **ATTORNEY'S FEES AND EXPENSES:** All obligations of Tenant are joint, several and in solido, and in case an attorney is employed to protect any rights of Landlord hereunder, Tenant shall pay reasonable attorney's fees and all court fees and filing costs.

Tenant hereby accepts that Landlord shall have the rights provided for protection of interests under Louisiana law, and in addition shall have a possessory lien on all goods, equipment and other property of Tenant located upon the premises for payment of all rental and other sums due by Tenant to Landlord by reason of this Lease. The foregoing provisions are without prejudice to any remedy which might otherwise be used under the laws of for arrears of rent or breaches of contract, or to any lien to which Landlord may be entitled.

Landlord's failure to strictly and promptly enforce these conditions shall not operate as a waiver of Landlord's right, Landlord hereby expressly reserving the right to always enforce prompt payment of rent, or to cancel this Lease regardless of any indulgences or extensions previously granted.

Initials:



Tenant



Landlord



20. **LANDLORD NOT LIABLE:** Landlord shall not be liable or responsible to Tenant, its employees, invitees, licensees, permittees or other for any loss of any kind, damage or inconvenience to any property or person occasioned by theft, fire, act of God, public enemy, fuel, insurrection, vandalism, sabotage, war, court order, requisition, or order of Government body or authority unless attributable to Landlord's negligence or fault; or for any loss, damage or inconvenience which may arise through repair or alteration of any part of the Leased Premises, failure to make any such repairs, malfunction or failure of any equipment or component, or interruption of services to the Leased Premises, provided that Landlord is acting in a prompt and diligent manner to remedy all such deficiencies.
21. **CONDEMNATION:** Landlord and Tenant mutually covenant and agree that if the whole or any part of the Premises shall be taken by Federal, State, Parish, City, or other authority for public use, or under any statute or by right of eminent domain or expropriation, Tenant shall not be entitled to any part of any award that may be made for such taking, nor for any damages, except that portion of any award or damages paid, which is directly attributable to leasehold improvements installed and paid for by Tenant. In the event of partial taking, rent shall be reduced as of the date of such taking by a percentage equal to the percentage obtained by reletting the space taken to the total space leased hereby, and if such taking renders the remainder of the Premises untenable for Tenant's purposes, Tenant shall have the option, to be exercised by notice in writing to Landlord within sixty (60) days after said taking, of terminating this Lease. Such termination shall take place not later than thirty (30) days after receipt of such notice by Landlord. Landlord shall notify Tenant in writing within ten (10) days of the receipt of official notice of commencement of condemnation proceedings.
22. **LIMIT ON LIABILITY OF LANDLORD:** Under no circumstances whatsoever shall Landlord ever be liable hereunder for consequential or special damages; it being stipulated and agreed that Landlord shall not be personally liable for any deficiency.
23. **SIGNS:** Tenant shall not be permitted to post any signs on the Leased Premises, without the prior written consent of Landlord. All signage approved by Landlord shall be designed and posted at Tenant's sole expense, and shall be subject to Tenant's compliance with all governmental requirements and permits. Upon termination of this Lease, Tenant shall remove any sign, advertisement or notice painted on or affixed to the Leased Premises and restore the place it occupied to the condition in which it existed as of the date of this Lease. Upon Tenant's failure to do so, Landlord may do so at Tenant's expense.
24. **ASSIGNMENT AND SUBLEASE:** Tenant shall not assign this Lease or sublet the Premises or any part thereof without the written consent of Landlord, which shall not be unreasonably withheld (based on financial, business, use and other reasonable considerations). In no event shall any such Assignment or Sublease ever release Tenant from any obligation hereunder. In the event Tenant should desire to so assign or sublet, Tenant shall give Landlord written notice of same and all details of such proposal, at least thirty (30) days in advance of the date of which Tenant desires to make such Assignment or Sublease; Landlord shall then have a period of fifteen (15) days following receipt of such notice within which to notify Tenant of Landlord's approval or disapproval of such proposal. In the event Landlord does not respond to Tenant's notice within such fifteen (15) day period, Landlord will be deemed to have approved same. In the event of such Sublease or Assignment, SubTenant's or Assignee's business shall be in accordance with the use set forth in this Lease, and shall assume all of the obligations of this Lease. A duplicate original of said Sublease or Assignment (and any amendments thereto) shall be delivered to Landlord within five (5) days of its execution. In the event of any such Sublease or Assignment, any increase in the base rent paid by SubTenant or Assignee in excess of the Base Rent paid by Tenant to Landlord under this Lease shall be payable to Landlord as additional rent due by Tenant to Landlord under this Lease. Additionally, Landlord may, at the option of Landlord, collect rent directly from the SubTenant or Assignee and apply the net amount collected to the Base Rent and additional rent for which Tenant is obligated to Landlord under this Lease, but no such collection shall be deemed a waiver of this covenant or the acceptance of the SubTenant or Assignee, nor shall it release Tenant from the further observance and performance of the restriction on assignment and subletting herein contained.

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Tenant

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Landlord



25. **HOLDOVER:** At the expiration of this Lease, or at its termination for any other cause, Tenant shall immediately surrender possession. Tenant shall pay a liquidated damage three (3) times the rent per day for each day of his failure to do so, plus attorney's fees and all court and filing costs. Only a new signed lease or extension agreement shall deprive Landlord of the choice of action.
26. **SUBORDINATION:** This Lease is subject and subordinate to any mortgages or other encumbrance which now or hereafter encumber or affect the Building and/or the land on which the Building is situated, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination need be required by a mortgagee or Landlord. In confirmation of such subordination, however, Tenant shall, at Landlord's request, promptly execute any appropriate certificate or instrument that Landlord may request. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificate or instrument for and on behalf of Tenant. In the event of the enforcement by the holder of any such instrument of the remedies provided for by law or by such mortgage or other encumbrance, Tenant will, upon request of any other person or party succeeding to the interest of Landlord as a result of such enforcement, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease. Upon request by such successor in interest, Tenant shall execute and deliver an instrument or instruments confirming the attornment herein provided for.
27. **ESTOPPEL CERTIFICATES:** Tenant agrees, at any time and from time to time, upon not less than five (5) days' prior written notice by Landlord to execute, acknowledge and deliver to Landlord or to such person(s) as may be designated by Landlord, a statement in writing (i) certifying that Tenant is in possession of the Premises, has unconditionally accepted the same and is currently paying rents reserved hereunder, (ii) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications), (iii) stating the dates to which the rent and other charges hereunder have been paid by Tenant and (iv) stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which notices to Landlord should be sent. Any such statement delivered pursuant hereto may be relied upon by any owner, prospective owner, prospective purchaser, mortgagee or prospective mortgagee of the Building(s) or of Landlord's interest therein, or any prospective assignee of any such mortgagee.
28. **RECORDATION:** This Lease shall not be placed of record. However, at the request of either party, the other shall enter into a "Notice of Lease" for purposes of recordation, which notice shall fairly reflect the nature and term of this Lease and the property affected, but without designating the rent payments.
29. **ASSIGNMENT BY LANDLORD:** Landlord shall have the right to transfer and assign, in whole or in part, all of Landlord's rights and obligations hereunder, as well as the Building and property referred to herein, provided that any transferee or assignee shall assume all of Landlord's obligations under this Lease from and after the date of such transfer or assignment, and in such event the transferor or assignor shall have no further liability or obligation hereunder. Nothing contained in this paragraph shall limit or prevent any assignment of this Lease or the revenue derived therefrom to any lender.
30. **PROPERTY ABANDONED:** All property remaining in the Premises upon termination shall be considered to have been abandoned by Tenant and Landlord may dispose of it in any manner Landlord wishes. Tenant will reimburse Landlord for all costs incurred for disposal together with all costs for repairs required because of removal of all or any such abandoned property.
31. **WAIVER OF LIABILITY:** Anything in this Lease to the contrary notwithstanding, to the extent that a Waiver of Subrogation Clause is obtainable under their respective insurance policies, Landlord and Tenant hereby waive any and all rights to recovery, claims, actions or causes of action, against each other, their respective agents, officers, or employees, for any loss or damage that may occur to the Premises, or which the Premises are a part, or any improvements thereto, or any other cause which could be insured against

Initials:



Tenant



Landlord



under extended coverage insurance policies, regardless of cause or origin.

32. **TENANTS FINANCIALS:** Tenant will produce a personal financial statement to include federal tax returns from the previous year requested. This request by Landlord will be limited to one (1) request annually.
33. **COMPLIANCE WITH LAWS:** Tenant shall, at Tenant's sole expense, comply with all laws, rules, regulations, requirements and recommendations of all parish, municipal, state, federal and other applicable governmental authorities now or hereafter in force, including, without limitation, the Americans with Disabilities Act of 1990 ("ADA"), as they relate to the Premises and the conduct of Tenant's business therein. To the extent required by the ADA, Tenant at its sole expense, shall place appropriate signage (with respect to the Premises) on the interior of the Premises, and with Landlord's prior written consent, on the exterior of the Premises. Tenant agrees to indemnify Landlord for all damages, losses, fines and expenses, including reasonable attorney's fees, incurred by Landlord as a result of Tenant's failure to comply with any provision of this paragraph.

34. **ENVIRONMENTAL COVENANTS:**

(A). During the term of this Lease and any extension or renewal periods, Tenant shall comply with all federal and state laws, rules and regulations concerning its use of the Leased Premises, including but not limited to all federal and state environmental laws, rules and regulations. Tenant agrees to (1) give written notice to Landlord immediately upon its acquiring knowledge of the violation of any laws, rules or regulations regarding the presence of any Hazardous Materials on the Leased Premises and/or of any contamination of the Leased Premises by Hazardous Materials or of any other property as a result of Hazardous Materials emanating from the Leased Premises during the term of this Agreement in violation of any federal, state or local law, statute, order or regulation, including the contamination of the soil, ground water, air or other elements on or of the Leased Premises (collectively hereinafter referred to as a "Hazardous Material Contamination") with a full written description thereof; and (2) promptly comply with all laws, rules or regulations requiring removal, treatment or disposal of such Hazardous Material or Hazardous Materials Contamination and provide Landlord with satisfactory evidence of such compliance.

(B). Upon the discovery of any Hazardous Materials Contamination in the Leased Premises, Landlord shall have the right to cause an environmental audit or review of the Leased Premises to be performed by a firm acceptable to Landlord at the sole cost and expense of Tenant. Tenant shall defend, indemnify and hold Landlord, its shareholders, directors, officers, agents and employees harmless from any and all liabilities (including strict liability), actions, demands, penalties, losses, cost or expenses (including, without limitation, reasonable attorney's fees and remedial cost), suits, cost of any settlement or judgment and claims of any and every kind whatsoever which may now or in the future be paid, incurred, or suffered by, or asserted against Landlord any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the seepage, spillage, discharge, emission or release from or onto the Leased Premises of any Hazardous Materials during the term of this Lease, or the applicability of any federal, state or local law, statute, order or regulation relating to Hazardous Materials Contamination of the Leased Premises during the term of this Lease. These representations, covenants and warranties contained in this Section shall survive the termination of this Lease.

The term "Hazardous Materials" shall mean any "hazardous waste" as defined by either the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et. Seq.), as amended from time to time, and regulations promulgated thereunder; any "hazardous substance" as defined by either the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Sec. 9601 et. Seq.) ("CERCLA"), as amended from time to time, and defined under Underground Storage Tank Regulations, 53 Fed. Re. 37196 (Sept. 23, 1988), codified as 40 C.F.R. Sec. 280.12, or La. Adm. Code 33:X1.103; or any substance the presence of which on the Leased Premises is prohibited by any lawful rules and regulations of legally constituted authorities from time to time in force and effect relating to the Leased Premises.

Initials:



Tenant



Landlord



Tenant is solely responsible for the use and disposal of any materials or equipment relating to activities involving radiation; hazardous materials, including, but not limited to mercury amalgam; and medical wastes. Landlord has no responsibility for any such use or disposal. Tenant hereby certifies that it will comply, at its sole expense, with all regulations pertaining to radiation, hazardous materials, and medical waste and agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims of damage made by anyone arising from Tenant's activities relating to radiation, hazardous materials, or medical waste. Tenant shall obtain its own insurance for its activities relating to radiation, hazardous materials, or medical waste and shall furnish Landlord with a certificate of insurance naming Landlord as an additional insured and waiving subrogation for any worker's compensation benefits. If Tenant contracts with any third party to administer any aspect of radiation, hazardous materials, or medical waste, Tenant must furnish Landlord with a certificate of insurance for such third party naming Landlord as an additional insured and waiving subrogation for any worker's compensation benefits. The insurance referred to above is to be maintained in reasonable amounts, having regard to the circumstances, and the usual practice at the time of prudent owners and lessees of comparable facilities in the City of Baton Rouge, but in no event in amounts less than One Million Dollars (\$1,000,000.00) with respect to bodily injury or death to any one person, One Million Dollars (\$1,000,000.00) with respect to any one accident, and for property damage not less than One Million Dollars (\$1,000,000.00). This insurance required by this Lease shall be effective under enforceable policies issued by insurers of recognized responsibility licensed to do business in Louisiana. Tenant shall deliver to Landlord evidence of such insurance prior to occupancy

35. **CONFLICTS:** If there is any conflict between the printed portions and the typewritten or handwritten portions, the typewritten or handwritten portion shall prevail.
36. **PARTIAL INVALIDITY:** If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
37. **BINDING EFFECT:** This Lease, and each and every term and provision hereof, shall be for the benefit of and be binding upon the parties hereto, and each of them, and their respective heirs, successors, executors, administrators and assigns.
38. **INTERPRETATION:** Any ambiguity in the provisions of this Lease shall be interpreted without regard to which party prepared this Lease.
39. **ADDITIONAL PROVISIONS OF LEASE:** All terms and conditions of this Lease are included herein and no verbal agreements are to be considered as a part of this transaction. This Lease may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.
40. **GOVERNING LAW:** This Lease is to take effect in Louisiana, and is to be governed and controlled by the laws of Louisiana.
41. **SOLIDARY OBLIGATION OF GUARANTORS AND TENANT:**  
\_\_\_\_ ("Guarantors") personally guarantee "in solido" all of Tenant's obligations and covenants under this Lease during the primary term and all extensions and renewals thereof. Guarantors shall be bound "in solido" with Tenant and each other for the full and faithful performance of all obligations and covenants of Tenant under this Lease. In the event that there be more than one person named as Tenant herein, each Tenant binds himself, jointly, severally and in solido, with all the others for the payment of the rent, and the performance of all of the covenants, agreements, stipulations and conditions herein contained, in accordance with the terms hereof.
42. **SURVIVAL OF RENT:** The covenant to pay any rent or additional rent shall survive the termination of this Lease.

Initials:



Tenant



Landlord

43. **BROKER REPRESENTATION:** Broker makes no representations, warranties, or recommendations, expressed or implied, by operation of law or otherwise as to the truth, accuracy or completeness of information provided to anyone by Broker or others regarding the Subject Property, the Subject Property's suitability for Tenant intended use and purpose, or the legal sufficiency, legal effects or tax consequences of this Contract and transaction related thereto. Accordingly, no liability for such things or for errors or omissions is assumed by Broker, Landlord and Tenant hereby waive and release Broker, Broker's owners, representatives, officers, directors, employees, affiliates, associates, and agents, hold same harmless against, and agree, to indemnify and defend same from any and all costs, including Broker's attorney fees and from all liability, claims, disputes, litigation, or judgments suffered or incurred by Broker resulting from or associated in any way with the Subject Property or the Contract and transaction related thereto. Said provisions shall apply prior to and after the Closing. Broker hereby advises Landlord and Tenant to make, prior to executing this lease, their own inspections, and analysis, and to consult appropriate experts in order to satisfy themselves regarding all matters pertaining to the Subject Property, this Lease and transaction related thereto.
44. **LANDLORD and TENANTS WORK:** See attached Exhibit A.
45. **FORCE MAJEURE:** Neither Landlord nor Tenant shall be liable in damages to the other, or be in default hereunder, for failure to comply with any covenant or condition in this lease or be required to specifically perform this lease in the event Landlord or Tenant as the case may be is delayed or prevented from completing or maintaining the contemplated facilities or otherwise performing hereunder, except for payments of rents, because of force majeure, which as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, earthquakes, fires, storms, floods washouts, restraints of government, federal or state, civil or military, and of people, civil disturbances, explosions, virus pandemics, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.
46. **NOTICES:** Any notice required or permitted to be given hereunder shall be in writing and may be served via U.S. certified mail return receipt, hand delivery, overnight courier or facsimile transmittal with telephone confirmation, addressed to Landlord and Tenant respectively at the addresses set forth below, as well as notice to the Tenant at the address of the Premises (if different from the address stated below). Such notices shall be deemed served when received or three days after placing in the mail, postage prepaid, by certified mail return receipt requested. The addresses of the parties:

**To Landlord:**

Mr. Douglas A. Pritchard  
6032 Fieldstone Dr., Suite C Baton Rouge, LA 70809

**To Tenant:**

Cannabis Junction LLC  
1215 N 1<sup>st</sup> St Grand Junction, CO 81505

**Tenant:**

By: D.A. Pritchard 10-6-22 Douglas A. Pritchard  
(Signature) Date (Print Name)

**Title:** Manager of Cannabis Junction LLC

**Landlord:**

By: D.A. Pritchard 10-6-22 Douglas A. Pritchard  
(Signature) Date (Print Name)

**Title:** Signing as Trustee on behalf of Douglas A. Pritchard Revocable Living Trust

Initials:

DAP

Tenant

DAP

Landlord



**CERTIFICATE OF TRUST FOR THE  
DOUGLAS A. PRITCHARD REVOCABLE LIVING TRUST**

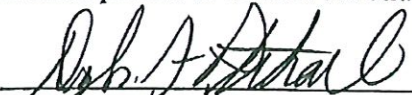
Pursuant to Louisiana Revised Statute Article 9:2092, this Certification of Trust is signed by the currently acting Settlor and the Initial Trustee of the Douglas A. Pritchard Revocable Living Trust, dated September 29, 2020, who declares as follows:

1. The Settlor (also known as a "Grantor") of the Douglas A. Pritchard Revocable Living Trust ("the Trust" hereinafter) is Douglas A. Pritchard. The Trust is revocable and may also be amended or restated by the Settlor pursuant to Article IV of the Trust Agreement.
2. The sole Initial Trustee of the Trust is Douglas A. Pritchard. The Successor Trustees of the Trust, in the order so named, are 1. Ryan Taylor Pritchard, 2. William Campion Pritchard, and 3. Daniel Joseph Pritchard.
3. During the Settlor's lifetime, the sole beneficiary of the Trust is Douglas A. Pritchard.
4. The tax identification number of the Trust is the Social Security Number of Douglas A. Pritchard.
5. Title to assets held in the Trust shall be titled as:

**DOUGLAS A. PRITCHARD, TRUSTEE, OR HIS SUCCESSOR IN  
TRUST, UNDER THE DOUGLAS A. PRITCHARD REVOCABLE  
LIVING TRUST, DATED SEPTEMBER 29 2020, AND ANY  
AMENDMENTS THERETO.**

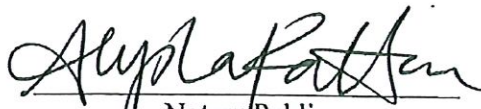
6. The powers of the Trustees include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage and deal with any and all property interests, whether said interests are corporeal, incorporeal, movable or immovable.
7. The terms of the trust agreement provide that a third party may rely upon this Certificate of Trust as evidence of the existence of the Trust and is specifically relieved of any obligation to inquire into the terms of this agreement or the authority of my Trustees, or to see to the application that my Trustees make of funds or other property received by my Trustees.
8. The Trust has not been revoked, modified or amended in any way that would cause the representations in this Certification of Trust to be incorrect.

THUS DONE AND SIGNED in Telluride, Colorado, on September 29, 2020, by the Settlor and Trustee, being the same person, in front of the undersigned competent witnesses and Notary Public.

  
Douglas A. Pritchard, Settlor & Trustee

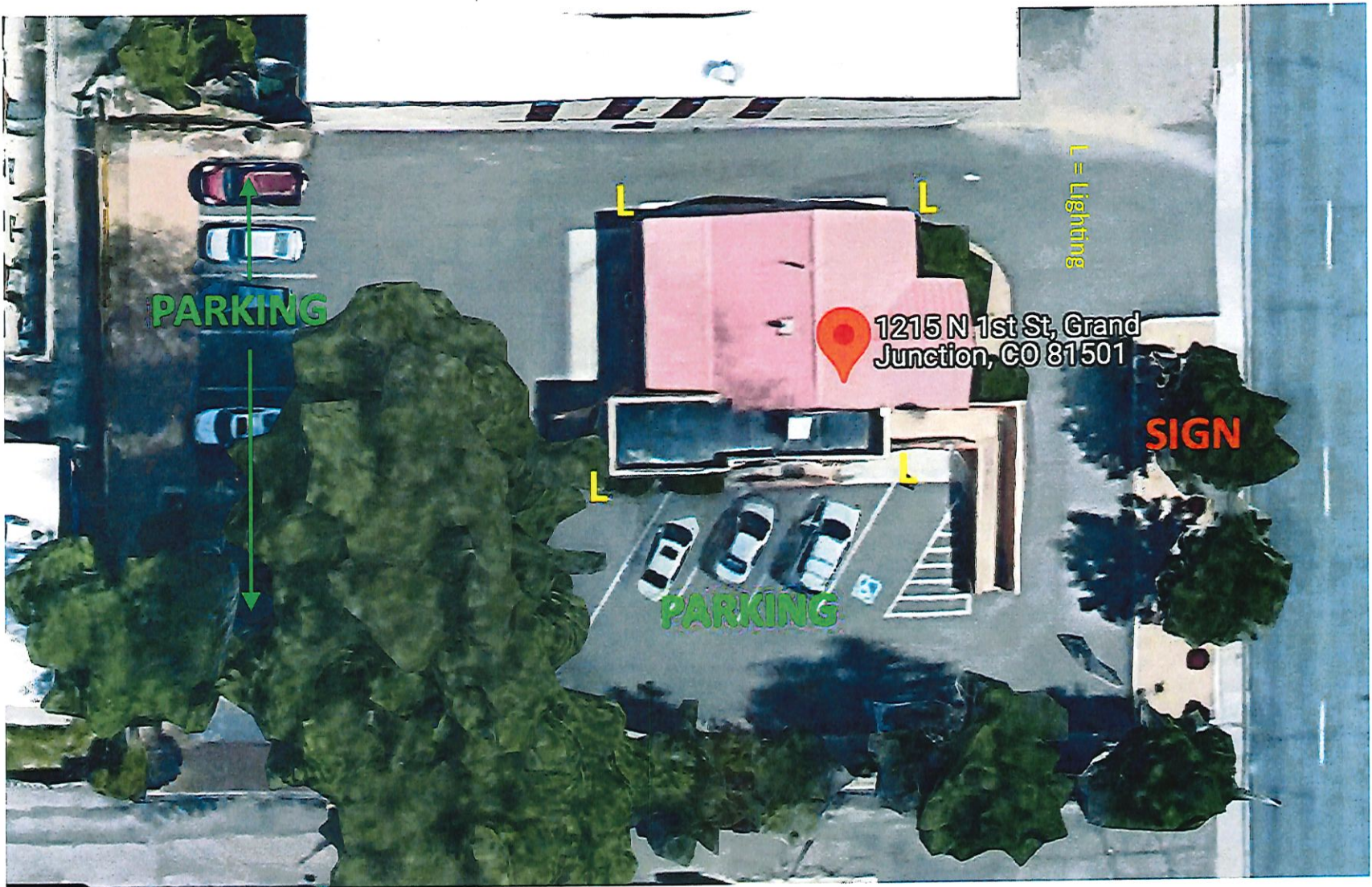
  
First Witness -

  
Second Witness -

  
Notary Public

ALYSHA PATTERSON  
Notary Public  
State of Colorado  
Notary ID # 20194036363  
My Commission Expires 09-13-2023





PARKING

PARKING

1215 N 1st St, Grand  
Junction, CO 81501

SIGN

L = Lighting



CERTIFIED  
TRUE COPY

NO. 05-91-1623  
STATE OF LOUISIANA  
VS.  
DOUGLAS PRITCHARD

AUG 18 2022

*Kawitt*  
DEPUTY CLERK OF COURT

RE: REVIEW

CHARGE: DRIVING WHILE INTOXICATED. This matter came before the Court for review, pursuant to previous assignment. Mr. Carson Marcantel, Assistant District Attorney, was present for the State of Louisiana. An affidavit was filed by the accused. The accused having been placed on bench probation on May 7, 1992, the Court, after reviewing the record of the accused and determining that the accused had not been convicted of any other offenses during the probationary period and has no charges pending against him, ordered that the conviction be set aside and the prosecution be dismissed in accordance with Article 894 of the Code of Criminal Procedure.

NO. 07-92-336  
STATE OF LOUISIANA  
VS.  
KWASHAUNNA CHACHERE

RE: REVIEW

CHARGE: ILLEGAL CARRYING OF A WEAPON. This matter came before the Court for a review, pursuant to previous assignment. The accused was present in court in proper person. Mr. Carson Marcantel, Assistant District Attorney, was present for the State of Louisiana. The Court, ex proprio motu, ordered that the matter be continued until December 14, 1992, at 9:00 a.m. Notice was given to the accused in open court.

NO. 09-91-1750  
STATE OF LOUISIANA  
VS.  
SHARON D. CAGE

RE: REVIEW

CHARGE: MISDEMEANOR THEFT. This matter came before the Court for a review, pursuant to previous assignment. The accused was present in court in proper person. Mr. Carson Marcantel, Assistant District Attorney, was present for the State of Louisiana. The Court, ex proprio motu, ordered that the matter be continued until December 14, 1992, at 9:00 a.m. Notice was given to the accused in open court.

NO. 12-91-40  
STATE OF LOUISIANA  
VS.  
JAMES E. PATTERSON

RE: STATUS CONFERENCE

CHARGE: FORGERY. This matter came before the Court for a status conference, pursuant to previous assignment. The accused was present in court in proper person. Mr. Brent Stockstill, Assistant District Attorney, was present for the State of Louisiana. The Court, ex proprio motu, ordered that the matter be continued until January 13, 1993, at 9:00 a.m. Notice was given to the accused in open court. Notify counsel for the accused, Mr. Francis Rougeau.

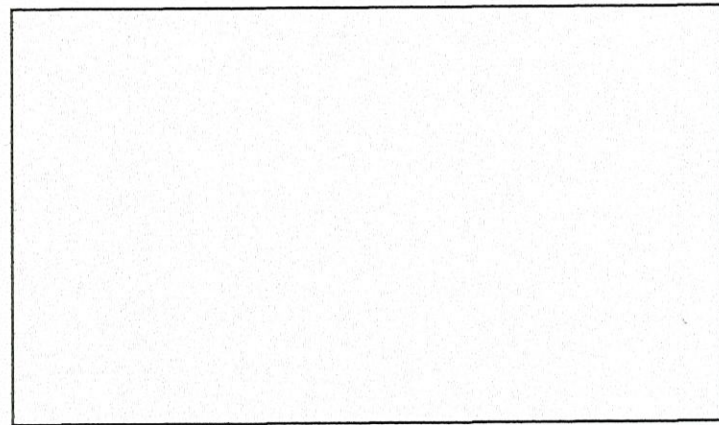
P

P

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8 x 13 Sign



*[Handwritten mark]*

P

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\*Employee Parking\*

*[Handwritten mark]*

EXHIBIT 2



Google Maps 1114 N 1st St



Image capture: May 2021 © 2022 Google

EXHIBIT 3

**Janet Harrell**

---

**From:** Holiday Cleaners, Inc. <holidaycleaners@acsol.net>  
**Sent:** Monday, October 10, 2022 9:17 AM  
**To:** cityclerk  
**Subject:** retail marijuana shop at 1215 N. 1st St

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

I am opposed to a retail marijuana shop at 1215 N. 1<sup>st</sup> street. While it is more than 1000 from the nearest school, many students spend time at Sherwood Park both during school hours and after. I feel that these shops should be located in areas that are distant from residences, schools, and parks. The 1215 N. 1<sup>st</sup> St location is also likely to cause traffic problems due to the location of the site.

Regards,  
Mike Sitz  
Holiday Cleaners, Inc.  
1251 N. 3<sup>rd</sup> St.

**Janet Harrell**

---

**From:** Lori Powell <lolos.lori@gmail.com>  
**Sent:** Monday, October 10, 2022 10:00 AM  
**To:** cityclerk  
**Subject:** Re Pot Shops hearing on 12th

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

Hello. As residents of the Sherwood Park neighborhood, as well as current (and former) public school teachers, we have concerns about the application for pot shops in our neighborhood.

Both the location at 1215 N. 1st and the one at 261 N. Avenue are too close to the south Shelter / GJHS.

At any given time - on any day school is in session - the south Sherwood Park shelter (very near these proposed locations) is full of high school students.

In addition to the nearness to regular student hangouts, Pot shops amidst residential areas seems like something to be avoided if other locations are being applied for at this time

Thank you for your time,

Sincerely, Lori & Lance Powell  
1502 E Sherwood Dr  
970-256-1840



**October 11, 2022**

**c/o Grand Junction City Clerk**

**Regarding Proposed Cannabis Retail Facilities at 1215 N. First Street and  
261 North Avenue**

Greetings,

Unfortunately I am not able to attend the Hearings tomorrow (October 12, 2022) regarding the above two proposed Cannabis Retail Facilities, but want to voice my opposition to the two noted sites. There are many reasons for this opposition which I will briefly describe:

1. Sherwood Park is a park 7 days a week ... but for five of those days the park shelter (by the rest room) is occupied by numerous high school students who are congregating with friends, skipping classes, eating lunch, etc. and that location is less than 1000 feet from both noted pot shops;
2. There are two District 51 schools in close proximity; they are over the arbitrary 1000 foot limit that was used for siting pot shops, but they are clearly within easy walking distance (+/- ¼ mile) of the schools;
3. At one time, siting pot shops within 1000 feet of City Parks was not going to be allowed. Unfortunately this is no longer a criteria, but the heavy family use of Sherwood Park should be recognized;
4. I was a consultant who worked with Happy Camper in Palisade for the permitting of their original location on River Road, as well as their new location on Wine Country Road. Happy Camper realized that the enormous success of their store was causing significant traffic and parking problems and for this reason sought a location where traffic and parking could be accommodated. Kudos to Happy Camper. Both of the noted locations will be a "nightmare" with regards to traffic, parking, and/or access:
  - a. 1215 N. First is currently a cluster with regards to entering and exiting the commercial complex it abuts. This curb cut is offset and to close to West Sherwood Drive, as well as confusing with the curb cuts to the south into the commercial complex. Unless the plan is to tear down the building and rebuild, there is not enough room for parking;
  - b. 261 North Avenue is almost all parking lot, and as it currently stands does not meet the criteria of the Sherwood Park Mixed-Use District criteria (Section 32.52.030 of City Code) which notes "Parking for businesses should occur to the rear or side of businesses, and shared parking facilities are encouraged." Unless the plan is to tear down the building and rebuild, parking is entirely along both North and Third Street;
5. Both of these locations literally abut significant established residential neighborhoods. This is not a compatible use.

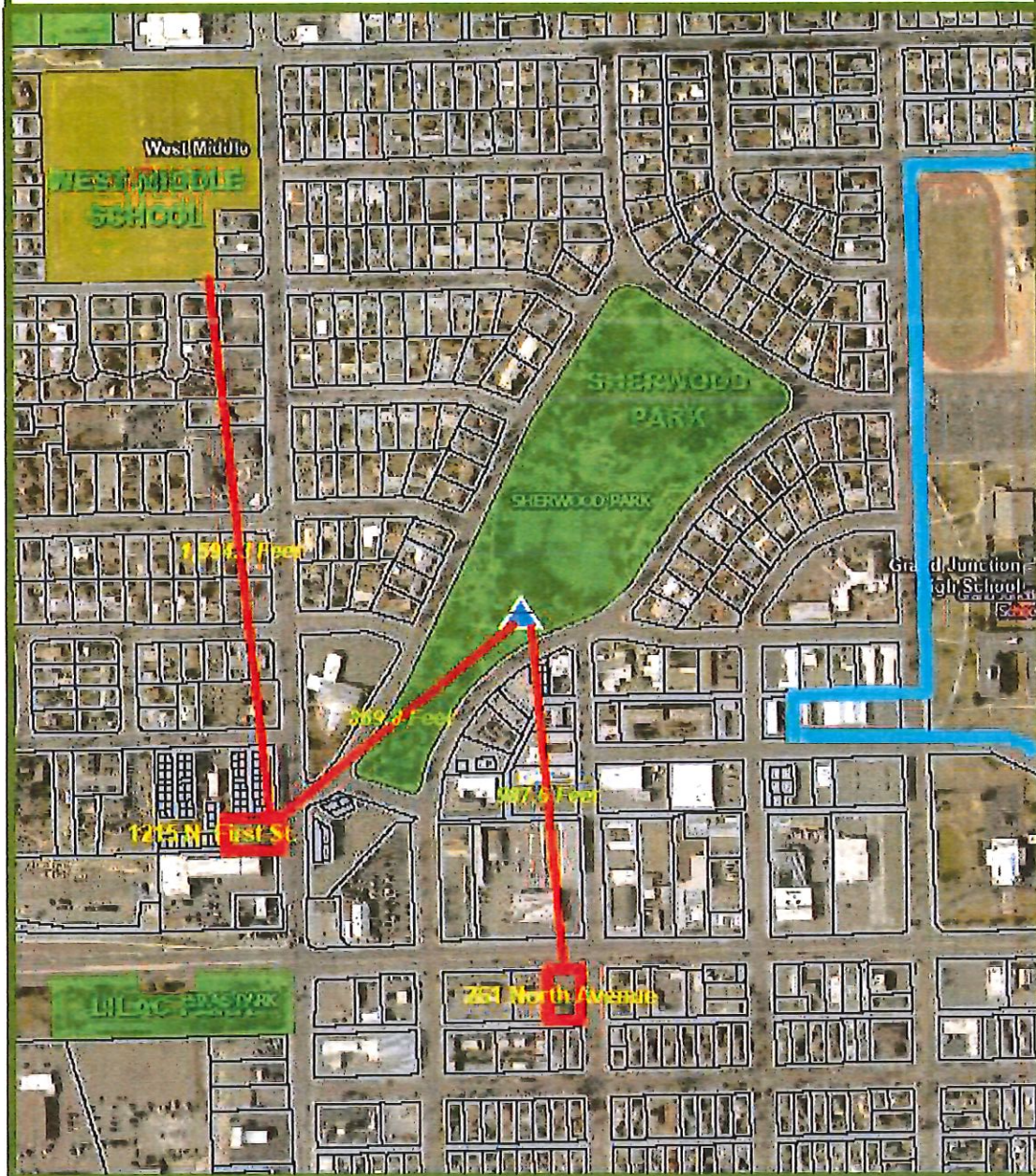
I voted for having Retail Cannabis in Grand Junction, and understand the challenges of paring down to a final 10 locations. I have not studied the other 24 locations, but I am certain that there are 10 locations that are more suitable than these two. I have included a graphic that depicts the close proximity of these two locations to two schools, a significant high school student 'hangout' in the park, the City Park and Public Facilities, the access / traffic / and parking concerns. I know the majority of the Sherwood Park Neighborhood Association agrees with the above concerns.

Sincerely,

Ted and Linda Ciavonne



# City of Grand Junction



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mi

Printed: 10/11/2022  
1 inch equals 376 feet  
Scale: 1:4,514

CITY OF  
**Grand Junction**  
COLORADO  
100 DARTS PARKWAY, SUITE 100



## Janet Harrell

---

**From:** Joey Coleman <joeycoleman88@gmail.com>  
**Sent:** Monday, October 10, 2022 12:07 PM  
**To:** cityclerk; Janet Harrell; Debbie Kemp; Travis Wright  
**Subject:** Re: City of Grand Junction - Findings Report for 10/12 Hearing - Kai Dispensary, LLC dba Kai Dispensary  
**Attachments:** Summary of lawsuits.docx; Corporate Entities Noted in attachment to your.docx; KAI Dispensary sign dimensions.jpg; COLEMAN-09-28-22-Model2.pdf; KAI Dispensary Floor Plan II.jpg; KAI Dispensary Public Hearing responses.pages; Joseph Coleman power of attorney.pdf; Statement from Landlord.pdf

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

Good morning,

I am writing to submit documentation to resolve the stated issues with the application for KAI Dispensary LLC. Some of the attached documents have already been submitted to Officer Wright last week, but I believe we did not include Deputy City Clerk Janet Harrell and Records Manager Debbie Kemp. I will also be forwarding the email response that was sent to Officer Wright from my father, Joseph C Coleman, on September 22, 2022, in a following email. Thank you for your ongoing work in this process.

Joseph P Coleman

On Wed, Oct 5, 2022 at 10:56 AM cityclerk <[cityclerk@gjcity.org](mailto:cityclerk@gjcity.org)> wrote:

Hello,

Please see attached Kai Dispensary, LLC dba Kai Dispensary Findings Report for the 10/12 Hearing.

Thank you,

Janet

---

**Janet Harrell, CMC**

Deputy City Clerk, City of Grand Junction

EXHIBIT 1



All requirements for the Proposed Operating Plan have not been met.  
The Proposed Operating Plan is deficient as follows:

1. There is no statement from the landlord that the building systems either meet the requirements of the code(s) or can be modified to do so, as required on the Operating Plan form. There is a handwritten line of text under the requirement on the Operating Plan form but there is no information indicating who completed the form and there is no landlord signature.

- Our project is a build from the ground up on an empty lot. We will ensure all construction, both of the premises, parking areas, and all other aspects of our build will ensure the building systems meet the requirements of the code(s), both MED & Grand Junction City rules and regulations. We are currently working with local architect Robert Gregg, and the Austin Civil Engineering group to make sure all designs meet code. This stated and signed below by Joseph C Coleman, owner of the lot and investor in KAI Dispensary, and Joseph P Coleman, Owner/Operator of KAI Dispensary.

Joseph P Coleman: 10/10/2022



Joseph C Coleman (Signed by Isaiah Quigley with power of attorney): SEE ATTACHED

2. Applicant seems to have used an outdated form for the Proposed Operating Plan. It is missing additional information that should have been provided, including all required contact information, square footage and construction, planned construction improvements, and fire protection systems.

- We went through the packet with the City Clerk upon admission as to ensure all forms were the most up to date, and were told they were. We also provided construction drafts with dimensions, security, fire plans, and have spoken to fire Marshall Steve Cochlear and was ensured all plans met the requirements and were deemed satisfactory. We have also since began working with local architect Robert Gregg, and the Austin Civil Engineering group and have drawings of the planned construction ready to move forward to obtain building permits through the city. Attached are drawings showing the square footage, parking plans and more.

3. Applicant indicates that product will be obstructed from view by design of the new building. However, the floor plan shows display cases in the center of the main building, which would be visible from all windows in the front, as well as two display cases right against the windows on the side of the building. Plan does not discuss any sort of window treatment.

- In our most up to date construction drawings, all windows on the side of the building are 1.) higher than to allow visibility from the exterior of the building, and 2.) all windows, side and front on the building will be reflective glass which will completely obscure any possible

visibility

visibility from the exterior. The front of the building will be built with a "courtyard" of sorts, made of 12 foot steel siding that completely blocks visibility from the exterior of the building, and also serves as extra security as the courtyard will be locked at night. There will be no visibility of the windows on the front of the building without entering the premises, which is where the first ID check will be placed, utilizing the IDvisor Smart V2 ID Scanner.

4. It appears that the parking plan is sufficient; it is not dimensioned and as new construction, the ability of the parking to fit on-site and meet land development regulations will be evaluated during site plan review.

We apologize dimensions were not included on the parking plan. Please see attached drawings for dimensions of said parking. We are currently working with local architect Robert Gregg, and the Austin Civil Engineering group not only on the design of our building, but also on parking. We have made our design to ensure the parking requirements are all met, and that buffering is in place for landscaping, buffering from end of the lot, and adequate space is ensured for access to the parking lot.

5. Applicant did not provide a signage plan regarding building or freestanding signage.

- As we were still working on our construction design plans and working with engineers to ensure buffering was compliant, we simply stated that any signage placed on the premises would adhere to all MED and City of Grand Junction rules and regulations. As we've moved forward with building plans we have begin to design signage plans. Our plan is to have signage at the entrance to our property (facing South Avenue) on the building itself, Attached is an image of the sign design, location, and dimensions.

#### Business Entity Documents

All requirements of the Entity Structure, Ownership Information, Identification, and Fingerprinting documents have not been met.

The Applicant failed to disclose the following information as part of the Findings of Suitability:

1. Joseph P. Coleman failed to disclose that he is the registered agent for two other business licenses.

- Any failure to disclose business license involvement was only due to our legal offices understanding of "professional license involvement". Our legal understanding is that LLC involvement with the secretary of state did not qualify. However, in no way did we mean to intentionally exclude my involvement in KAI cbd or any other LLC, as I reference my experience in the cannabis industry many times in my application through KAI cbd. KAI cbd LLC has allowed me to gain invaluable experience in the hemp/cbd industry.

2. Joseph C. Coleman failed to disclose that he is the registered agent for 108 other business licenses.

- My father addressed his involvement (or non involvement as some of the findings were of Joseph E Coleman in Colorado Springs which is neither my father or myself) in each of the 108 LLCs listed. We responded directly to Marijuana Compliance Officer, Travis Wright, and attached are the individual responses for involvement in each entity.



3. Joseph C. Coleman failed to disclose a California state tax lien. The Grand Junction Police Department obtained information indicating that the value was \$1,366.00 and that it was released on May 29, 2008

- My father responded directly to Marijuana Compliance Officer, Travis Wright, and attached is his law firm's response to the above findings.

4. Joseph C. Coleman failed to disclose a federal tax lien. The Grand Junction Police Department obtained information indicating that the value was \$34,328.00 and that it was released on April 6, 2017.

- My father responded directly to Marijuana Compliance Officer, Travis Wright, and attached is his law firm's response to the above findings.

5. Joseph C. Coleman failed to disclose numerous civil litigations involving his businesses.

- As Marijuana Compliance Officer Travis Wright mentions in his correspondence with my father's law firm, he assumed there would be a very long list of civil litigations my father would be involved in, as he has ran a law firm in Grand Junction for over 40 years. The list is indeed incredibly long, and attached is my father's response to each issue.



**Corporate Entities Noted in attachment to your  
September 21, 2022, email to Joey Coleman.**

A 'name search' of the Colorado Secretary of State records for Joseph C. Coleman, an attorney, will show corporate documents involving entities that he formed or performed legal work, whether Mr. Coleman had any ownership or not. The following information seeks to provide information which separates the entities into categories so you will better understand what his connection is to each entry.

The entries are listed in the following general groupings.

I. Active entities owned (in whole or part) by Joseph C. Coleman or his wife, Margaret F. Coleman (collectively "Colemans") (23 total)

II. Entities previously operated or owned (in whole or party) by Colemans but no longer have any assets or Colemans no longer have any ownership (20 total)

III. Entities where Joseph C. Coleman, attorney, provided legal services (including but not limited to acting as Registered Agent or prepared corporate documents). Joseph C. Coleman has no financial interest (or ownership) in such third party owned and managed entities (56 total).

IV. Entities where Joseph C. Coleman is not involved or currently lack information or current recollection of any interest or involvement. Cases in point are the "Joseph E. Coleman, Colorado Springs, CO" entities. Joseph C. Coleman and Joseph E. Coleman are not related and have never met. (5 total)

**CATEGORY I: ACTIVE ENTITIES OWNED (IN PART OR WHOLE) BY JOSEPH C. COLEMAN AND MARGARET F. COLEMAN.**

1. Equestrian Center. Rental of horse property to a third party. Margaret F. owns 25%.
2. 2454 Patterson. Offices rented at 2454 Patterson Rd GJ, CO. Owned by Colemans
3. 710 Arrowest. Warehouse rental at 710 Arrowest, GJ Co. Owned by Margaret F.
4. Real Estate Alternatives, LLC. A real estate investing company owned by Coleman family members.
5. Slatner. Handles rental issues for the Colemans. Owned by the Colemans.
6. 2150 Grand. Owner of 425 acres of vacant, dry land in the Bookcliffs, North of Grand Junction.
7. 2452. Offices rented at 2452 Patterson, GJ, CO.

8. Wolcott SLC. Margaret owns an approximate 5% interest in the entity which rents a single warehouse.
9. Wolcott Englewood. Margaret owns an approximate 5% interest in the entity which rents a single warehouse.
10. G Jouflas Homestead. Margaret owns an approximate 5% interest in the entity which holds Eagle County, CO land for investment.
11. Skyview Ranch. Margaret owns an approximate 5% interest in the entity which holds Eagle County, CO land for investment.
12. Skyview Ranch II. Margaret owns an approximate 5% interest in the entity which holds Eagle County, CO land for investment.
13. Skyview Ranch III. Margaret owns an approximate 5% interest in the entity which holds Eagle County, CO land for investment.
14. G. Jouflas Ranches. Margaret owns an approximate 5% interest in the entity which holds Eagle County, CO land for investment.
15. G Jouflas Homestead I. Margaret owns an approximate 5% interest in the entity which holds Eagle County, CO land for investment.
16. G. Jouflas Homestead II. Margaret owns an approximate 5% interest in the entity which holds Eagle County, CO land for investment.
17. G Jouflas Homestead III. Margaret owns an approximate 5% interest in the entity which holds Eagle County, CO land for investment.
18. Real Estate Adventures of Western Colo. Inactive. Real Estate Adventures, LLC was used instead. Company was intended to engage in some real estate transactions.
19. Real Estate Adventures. Inactive. Real Estate Adventures, LLC was used instead. Company was intended to engage in some real estate transactions.
20. Simply Hemp. Company never engaged in business. Used Desert Flower LLC instead for the hemp farming business.
21. 215 East Oak. Joseph owns 1% interest in rental property at 215 East Oak, Ft. Collins, CO.
22. 508 Harrison. Commercial Rental property owned 50% by Margaret, located in Leadville, CO.
23. Aspen Hills. Colemans own three (3) thirty-five (35) acre lots near Cedaredge, CO. Held for recreation and appreciation.



**CATEGORY II. Previously Owned in whole or in part by Colemans. No longer operating or sold.**

1. Desert Flower Extraction, Inc. An inactive hemp extraction business. Close several years ago for lack of business.
2. Galley Road. Warehouse rental business; inactive for over 10 since sale of its sole asset.
3. K-9. Commercial rental property. Colemans sold their entire interest over 10 years ago.
4. 1174. Farmland at 1174 Sundial Rd, Grand Junction, CO. Sold some 15 years ago.
5. 235 North 7<sup>th</sup>. GJ Rental property sold some 12 years ago.
6. 721 Main, Delta, Co. Office rental sold some 15 years ago.
7. Coleman Family LLC. Siblings of Joseph C. Coleman requested incorporation of an entity for family. However, it never engaged in any activity.
8. Montrose Property Ventures. Incorporated but never engaged in any activity. Its intended purpose replaced by Real Estate Alternatives, LLC.
9. Boulder 4. Owned a house where my son and another co-owner resided during their college years. Sold its only asset some 7 years ago.
10. Wolcott Petaluma. Margaret previously owned a 5% interest in entity which in the past owned a single warehouse. Warehouse sold in 2020 and company dissolved.
11. Colorado Brothers and Dad. Incorporated company but it never engaged in business.
12. Desert Flower and its dba Desert Flower Farms. Engaged in hemp growing until market collapsed several years ago. Inactive since 2019 growing season.
13. Freedom Trailers. An investment in trailer manufacturing business that failed some 10 years ago.
14. Powco LLC and Powco II LLC. Commercial rental property. Entire ownership sold more than 10 years ago.
15. Rifle Ltd. An entity formed an estimated 40-45 years ago to investigate investments in Rifle CO. prior to the oil shale bust. Inactive for many decades.
16. Seventh Street. Previous investment in land on Seventh Street, GJ, CO. Property sold some 10 plus years ago. Inactive.
17. TruSport Lodge. Previously owned interest in its sole asset, land in Meeker, CO. Sold all interests to Son-in-Law approximately 10 years ago.
18. Years Ago LLC. Previously had ownership interest but sold the interest approximately 10 years ago. It owned land in Montrose, CO.

19. Montrose Valley Funeral Home. Leased property until it was sold approximately 2 – 3 years ago. Company now inactive with no assets.
20. Mountain Rentals. Never active business. Had been set up for Coleman child.

**CATEGORY III. Performed Legal Services for Third Party Clients (Colemans never had any ownership or control of the entities.)**

1. Element 29. Formed LLC for a hotel construction by a client in Cooper Mountain, CO.
2. Element 52. Formed LLC for a residential development in Telluride, CO.
3. Ridge Financing. Formed corporation for client but unaware of entities business activities or current affairs. Representation ended.
4. St. Sophia. Formed LLC related to real property in Telluride, CO and represented them in subsequent litigation. Representation has ended.
5. Ayuda. Formed corporation for purposes of loan from a father to daughter and son in law.
6. Black Canyon. Provided corporate legal services.
7. Black Sam. Provided corporate legal services.
8. International Foundation or Hope. Corporate, non-profit legal work for Son-in-Law, James Ritchie. Work some 10 plus years ago.
9. Red Bear Productions. Corporate legal work for Son-in-Law, James Ritchie. Work some 10 plus years ago.
10. Afghan Mtn Produce. Corporate legal work for Son-in-Law, James Ritchie. Work some 10 plus years ago.
11. Big Sky Juice. Corporate legal work for Son-in-Law, James Ritchie. Work some 10 plus years ago.
12. R Lazy J. Legal work for son-in-law, James Ritchie. Work some 10 plus years ago.
13. Quality Quarry. Legal work for James Ritchie and possibly my brother, Paul Coleman. Work some 10 plus years ago.
14. Flagg Creek Elk Co. Corporate legal work for Son-in-Law, James Ritchie. Work some 10 plus years ago.
15. Flagg Creek Homestead. Corporate legal work for Son-in-Law, James Ritchie. Work some 10 plus years ago.
16. Flagg Creek Ranch. Corporate legal work for Son-in-Law, James Ritchie. Work some 10 plus years ago.



17. Flagg Creek Wildlife I. Corporate legal work for Son-in-Law, James Ritchie. Work some 10 plus years ago.
18. Flagg Creek Wildlife II. Corporate legal work for Son-in-Law, James Ritchie. Work some 10 plus years ago.
19. Flat Top. Corporate legal work for Son-in-Law, James Ritchie. Work some 10 plus years ago.
20. Bull Eagle Trading. Corporate legal work for Son-in-Law, James Ritchie. Work some 10 plus years ago.
21. SEO Airport. Corporate legal work for Son-in-Law, James Ritchie. Work some 10 plus years ago.
22. Soaring Eagles Development. Corporate legal work for Son-in-Law, James Ritchie. Work some 10 plus years ago.
- 21.KP Lips. Pro bono corporate work.
22. Boet Investments. Performed legal work for a client.
23. Copper Mtn Hotel. Performed legal work for a client who later decided to proceed under name of Element 29.
24. Wolcott Real Estate. Corporate work for a client.
25. Wolcott River Property. Corporate work for a client.
26. Vail Real Estate. Corporate work for a client.
27. Vail Land Corp. Corporate work for a client.
28. Wolcott Yacht Club. Performed legal work for a client.
29. View of the Valley. Corporate work for a client.
30. Telluride Real Estate Corp. Corporate work for a client.<sup>9</sup>
31. C & S Construction. Corporate work for a client.
32. Lead Off Group. Corporate work for a client. Never engaged in any business.
33. Black Gold Suites. Corporate work for a client.
34. Lovell Construction. Corporate work for a client.
35. Northside Estates. An HOA created for a client.
36. PC Management. Corporate work for a client who was Paul Coleman (a brother).
37. MB Financial. Corporate work for a client.
38. P4. Corporate work for a client.

39. P4 Ltd. Corporate work for a client.
40. proof family clovis. Corporate work for a client.
41. Red Rock Stables. Corporate work for a client.
42. SLC of Mesa County. Corporate work for a client.
43. Sound Enhancers. Corporate work for a client.
44. Valley Funeral Home. Corporate work for a client (some 20-30 years ago)
45. SPEC 65. No recollection, believed to be legal work for a client some 20 years ago.
46. Strategic Opportunities. Corporate work for a client.
47. Two Guys Adventures. Corporate work for a son, Joey Coleman.
48. Willisea. Corporate work for a client.
49. Superior Contracting. Corporate work for a brother.
50. TMV 347. Corporate work for a client.
51. Trans Montane. Corporate work for a client.
52. Electric Bicycle Adventures. Corporate work for a client.
53. Community Concepts of Colo (No recollection but apparently corporate work for a client).
54. High County Gourmet Meal. (No recollection but apparently corporate work for a client).
55. Wolcott Yacht Club Grill. Corporate work for a client.
56. 891 Home Stand. Corporate work for a client. (Delinquent for 23 years)

**CATEGORY IV. Entities Apparently not Associated with Colemans (frequently associated with a "Joseph E. Coleman of Colorado Springs who is not related to or known to Colemans).**

1. C & J Investments. (Delinquent for 23 years)
2. SMC Property. (With a Lakewood address)
3. 749 E Willamette Ave (A Joseph E. Coleman entity?)
4. 1604 S Cascade Ave. (A Joseph E. Coleman entity?)
5. 219 E. Colo Springs. (A Joseph E. Coleman entity?)



**I. Summary of lawsuits which named Joseph C. Coleman as a party. (Sept. 27, 2022)**

1. 30 years ago. *Coleman v. Gormly*. 748 P.2d 361 (CA 1987). Zoning dispute.
2. 14 years ago. *Gold v. John Williams* and law firm, including Joseph Coleman, 08 CV 000337 Mesa County, CO. Dispute did not involve any acts or omissions by Coleman and Coleman recovered his attorney fees because his joinder was frivolous. Case dismissed.
3. 14 years ago. *Blackburn v. Coleman and Associates (law firm) and Joseph Coleman*, 08 CV 000324, Mesa County, CO. Dispute over legal work. Case settled and dismissed with prejudice and subject to a mutual confidentiality agreement.
4. 12 years ago. *Gorden v. Coleman*, 2010 CA Lexis 1709. Lawsuit was against another lawyer in the law firm. However, because I was owner of the law firm, my name was included in the caption. Case dismissed for lack of merit.
5. 11 years ago. *F & S Enterprises v. Coleman*, 11CV8047, Denver District Court. Suite to collect F & S fees and the reasonableness of fees charged by F & S. Case settled and dismissed.
6. Approx. 10 years ago. *Black Sam, Blackburn et al v. Coleman et al.* Mesa County district court. Complaining ex-client who the firm ceased representing because of incompatibility between client and law firm. Protracted litigation followed until plaintiffs dismissed all claims, and Coleman dismissed counterclaim, both with prejudice pursuant to a non-disclosure settlement agreement.
7. 10 years ago. *People v. Coleman* 2012 Colo Sup Ct. Disciplinary Proceeding (dispute involved attorney fees and a corporate duty issue involving a minority corporate member of an LLC against Coleman, who owned the majority of the corporation. Coleman was administratively sanctioned for not satisfying the duty the court felt was owed to the minority corporate member. No monetary award entered.
8. Approx. 8 years ago. *Duncan v. Coleman and other attorneys*. Montrose County District Court. Lawsuit filed at the urging of Blackburn, an adversary of Coleman in other litigations (see 6 above). Duncan dismissed her complaint and with that a settlement was reached (which includes a mutual non-disclosure agreement).
9. 7 years ago. *Richie v. Joseph Coleman et al.*, 2015 CV 30738, Mesa County, CO. An intra family (Richie being a son-in-law of Coleman) judicial split up of jointly owned real property. Case settled and dismissed.
10. 1 year ago. *Adaptive Com. v. Desert Flower, LLC, 710 Arrowest LLC, Joseph Coleman et al.* District Court (Lexis 1146). Adaptive failed to pay 710 Arrowest the agreed and required rent and Adaptive sued to avoid rent. Rent paid over time as part of settlement.
11. Currently. *Real Estate Alternatives, LLC v. Collins*, Montrose County proceeding. Eviction proceeding brought by Real Estate Alternatives (a Coleman owned LLC) against Lance

Collins. Collins was evicted; he then lost his attempt to try the Case in federal court; and he now faces entry of sanctions (in both state and federal court) for abusing the judicial process.

12. Currently. *Real Estate Alternatives, LLC v. Collins*, Montrose District Court. Real Estate Alternatives, LLC owns a purchase money note to Collins and Collins has refused to appear to collect the note. Real Estate Alternatives has requested the Court to hold the full loan payoff until Collins will come to the Court and accept payment.

13. Approx. 30 years ago. *US Comptroller of the Currency v. Mike Theos and Joseph Coleman, his attorney*, Case was in the US District Court (where Theos and Coleman prevailed on the legality of Coleman's efforts to collect a large judgment against a national bank (regulated by the US Comptroller of the Currency)).

14. At least 2 residential tenants were sued (during the past 20 years) for not paying rent. The names and dates are not recalled and for some reason they did not show up in the Lexis search of all lawsuits. Both lawsuits resulted in a Coleman entity being awarded possession for the failure to pay rent and in one case, Coleman sought and recovered past rent. These disputes are a customary risk of renting property. Joseph C. Coleman, personally, is not usually involved in the rent collection process or the litigation to collect residential rent.

## **II. Lawsuits that come up on a search under name of "Joseph Coleman" that DO NOT involve the Co-Applicant: Joseph C. Coleman".**

Misunderstanding arose relative to my involvement with many corporations during the course of my 48 years as an attorney. A 'name search' can bring up a lot of information that I believe is irrelevant. However, I am glad to see that the City of Grand Junction has taken the degree of care to be 'over-inclusive' on its word searches and leaves for the applicant to explain the results. So when it comes to 'litigation' a word search for "Joseph Coleman" brought up a large number of cases where "Coleman" was listed as a party. However, by following up each case,

1. [Patricia] Coleman v. Kroger Co 2019 Lexis 1304
2. Fuller v. [Casandra] Coleman 2018 Lexis 4358
3. Fennel v. [Joseph E.] Coleman
4. People v. [Michael] Coleman 844 P.2d 1215 (CA 1992)
5. People v. [Stanley] Coleman, 55 P. 3d817 (2002)
6. People v. [Norman] Coleman, 2018 CA 67
7. 2018 Colo. App. LEXIS 246 \* | 2018 WL 1014546

The People of the State of Colorado, Plaintiff-Appellee, v. Akinlabi Coleman, Defendant-Appellant.



People v. Coleman

8. 2019 Colo. Dist. LEXIS 280 \*

DALE BUGBY et al, Plaintiffs v. BARRY D. **COLEMAN** et al, Defendants

Bugby v. Coleman 1991 Colo. LEXIS 399 \*

DAVID **COLEMAN**, Petitioner, v. THE PEOPLE OF THE STATE OF COLORADO, Respondent

Coleman v. People

9. 2002 Colo. LEXIS 384 \*

ANTHONY **COLEMAN**, Petitioner, v. SELLER FINANCING SERVICES, LLC and AVALANCHE FUNDING, LLC, Respondents.

Coleman v. Seller Fin. Servs.

10. 2004 Colo. App. LEXIS 1875 \* | 2004 WL 2307448

The People of the State of Colorado, Plaintiff-Appellee, v. Aaron L. **Coleman**, Defendant-Appellant.

People v. Coleman

11. 2005 Colo. App. LEXIS 50 \* | 2005 WL 82439

The People of the State of Colorado, Plaintiff-Appellant, v. Terrin Devon **Coleman**, Defendant-Appellee.

People v. Coleman

12. 2009 Colo. App. LEXIS 1617 \* | 2009 WL 2883436

The People of the State of Colorado, Plaintiff-Appellee, v. Michael J. **Coleman**, Defendant-Appellant.

People v. Coleman

13. 2010 Colo. App. LEXIS 1078 \* | 2010 WL 2955647

The People of the State of Colorado, Plaintiff-Appellee, v. Shawna **Coleman**, Defendant-Appellant.

People v. Coleman

14. 2014 Colo. App. LEXIS 1984 \* | 2014 WL 6693820

The People of the State of Colorado, Plaintiff-Appellee, v. Ronald Barrett **Coleman**, Defendant-Appellant.

People v. Coleman

15. 2021 Colo. App. LEXIS 1201 \* | 2021 WL 3879446

The People of the State of Colorado, Plaintiff-Appellee, v. Marvell Damarius **Coleman**, Defendant-Appellant.

People v. Coleman

16. 2022 Colo. App. LEXIS 1287 \* | 2022 WL 3724218

The People of the State of Colorado, Plaintiff-Appellee, v. Akinlabi Juamaane **Coleman**, Defendant-Appellant.

People v. Coleman

17. 2000 Colo. LEXIS 596 \* | 2000 Colo. J. C.A.R. 2158

24-HOUR FITNESS, INC.; and ANTHONY DAHMEN, an individual, Petitioners, v. WILLIAM H. **COLEMAN**, III, Respondent.

24-Hour Fitness, Inc. v. Coleman

18. 2007 Colo. App. LEXIS 581 \* | 2007 WL 926607

Jaime R. **Coleman**, Petitioner, v. Industrial Claim Appeals Office of the State of Colorado and SSC Fort Collins Spring Creek OP Co., Respondents.

Coleman v. Indus. Claim Appeals Office



19. 2002 Colo. LEXIS 384 \*

ANTHONY **COLEMAN**, Petitioner, v. SELLER FINANCING SERVICES, LLC and AVALANCHE FUNDING, LLC, Respondents.

Coleman v. Seller Fin. Servs.

20. 2004 Colo. App. LEXIS 1875 \* | 2004 WL 2307448

The People of the State of Colorado, Plaintiff-Appellee, v. Aaron L. **Coleman**, Defendant-Appellant.

People v. Coleman

21. 2005 Colo. App. LEXIS 50 \* | 2005 WL 82439

The People of the State of Colorado, Plaintiff-Appellant, v. Terrin Devon **Coleman**, Defendant-Appellee.

People v. Coleman

22. 2009 Colo. App. LEXIS 1617 \* | 2009 WL 2883436

The People of the State of Colorado, Plaintiff-Appellee, v. Michael J. **Coleman**, Defendant-Appellant.

People v. Coleman

23. 2010 Colo. App. LEXIS 1078 \* | 2010 WL 2955647

The People of the State of Colorado, Plaintiff-Appellee, v. Shawna **Coleman**, Defendant-Appellant.

People v. Coleman

24. 2014 Colo. App. LEXIS 1984 \* | 2014 WL 6693820

The People of the State of Colorado, Plaintiff-Appellee, v. Ronald Barrett **Coleman**, Defendant-Appellant.

People v. Coleman

25. 2021 Colo. App. LEXIS 1201 \* | 2021 WL 3879446

The People of the State of Colorado, Plaintiff-Appellee, v. Marvell Damarius **Coleman**, Defendant-Appellant.

People v. Coleman

36'

KAI logo dimensions 10' x 3'

EXTERIOR ENTRANCE  
LOCKED GATE AT NIGHT.

EXHIBIT 2



Joseph and Margaret Coleman ("Landlords") are the owners of the real property located at 914 South Avenue Grand Junction, CO 81501 (the "Building"). Landlords have agreed to lease the Building to Kai Dispensary, LLC ("Kai") under the terms and conditions of the commercial lease agreement originally dated May 24, 2022. The purpose of this correspondence is to provide further clarification as to the parameters for Kai's occupancy of the Building:

1. **Landlords' Consent to System and Building Construction and Modification.** Kai has the full authority and ability to construct, alter or modify the building and premises for which the building is to be situated in the manner they see fit. This includes the ability to construct, implement, or install any and all systems (including but not limited to security, fire protection, and retailing) to meet applicable code/regulation or otherwise which are deemed beneficial to the operation of their facility.
2. **Construction and Treatment to Obstruct View of the Building's Interior.** Kai has demonstrated to Landlords, a plan set, which includes the installation of fully reflective window treatment and an interior half wall partition separating the retailing from the customer entry foyer. Landlords have approved of each installment, which, individually and collectively prevents any consumer or public passerby from being able to see inside any portion of the Building from the exterior.
3. **Parking Dimensions.** For purposes of clarifying the parking dimensions, an updated plan prepared by Austin Civil Engineering has been included in Appendix 1. Summarily, the plan identifies the parking dimensions to be situated in front of the Building and as follows: Six (6) spaces measured at 18'6" x 9'. The on-site parking as presented does and/or will meet land development regulations which will be further demonstrated during site plan review.
4. **Signage.** All signage shall comply with applicable regulations and code requirements. Kai shall not display signage on a pole. At this point in time Kai does not intend to construct or maintain monument signage at the Building location and does not request approval. Landlords have approved, and Kai intends, to display signage affixed directly to the Building (on the south facing side) in the dimension, posture and depiction which is displayed on Appendix 2.
5. **Building Construction.** Kai intends to construct, and Landlords have approved the base building construction plan identified in Appendix 2 as well as the interior plan at Appendix 3. The plans as postured are approved, subject only to review and further administrative approval issued by the planning commission. Presently, the Building construction plan includes square footage in the amount of #2,052. See Appendix 2. Given the size of the building envelope and the civil engineering planning, in no instance will the building exceed 2,500 square feet. As previously indicated, Kai has the ability and authority to construct the building and/or modify/install any building systems in the manner for which it see fit, however, all building construction and/or property modification shall comply with land development regulation; to be further evaluated during site plan review.

Tenant (Kai):

  
Kai Dispensary, LLC

Landlords:

  
Joseph Coleman and Margaret Coleman by and through their Attorney in Fact, Isaiah Quigley,  
(Duly Executed Power of Attorney Dated 9-30-22 is attached hereto as Appendix 4)



**A SPECIAL POWER OF ATTORNEY MAY AFFECT YOUR LEGAL RIGHTS,  
LEGAL ADVICE SHOULD BE OBTAINED IN THE EXECUTION OF ANY  
POWER OF ATTORNEY**

**SPECIAL POWER OF ATTORNEY**

KNOW BY ALL PERSONS BY THESE PRESENTS:

That, We, Joseph C. Coleman and Margaret F. Coleman, of 2548 I Road, Grand Junction, CO 81505  
reposing special trust and confidence in Isaiah Quigley of 2454 Patterson Road, Suite 200, CO 81505,  
have made, constituted, and appointed, and by these presents do make, constitute and appoint Isaiah  
Quigley to be our true and lawful attorney-in-fact ("Agent"), to act for us and in our name, place and stead,  
to sell the following real property:

LOTS 27 TO 32 INCL. BLK 152 CITY OF GRAND JUNCTION PART OF SECOND  
DIVISION RESURVEY AS AMENDED SEC 14 1S 1W UM RECD 1/22/1909 RECPT NO  
80773 MESA CO RECDS

LOTS 21 THRU 26 INC. BLK 152 CITY OF GRAND JUNCTION PART OF SECOND  
DIVISION RESURVEY AS AMENDED SEC 14 1S 1W UM RECD 1/22/1909 RECPT NO  
80773 MESA CO RECDS

Also known as: 914 SOUTH AVENUE, LLC (the "Property").

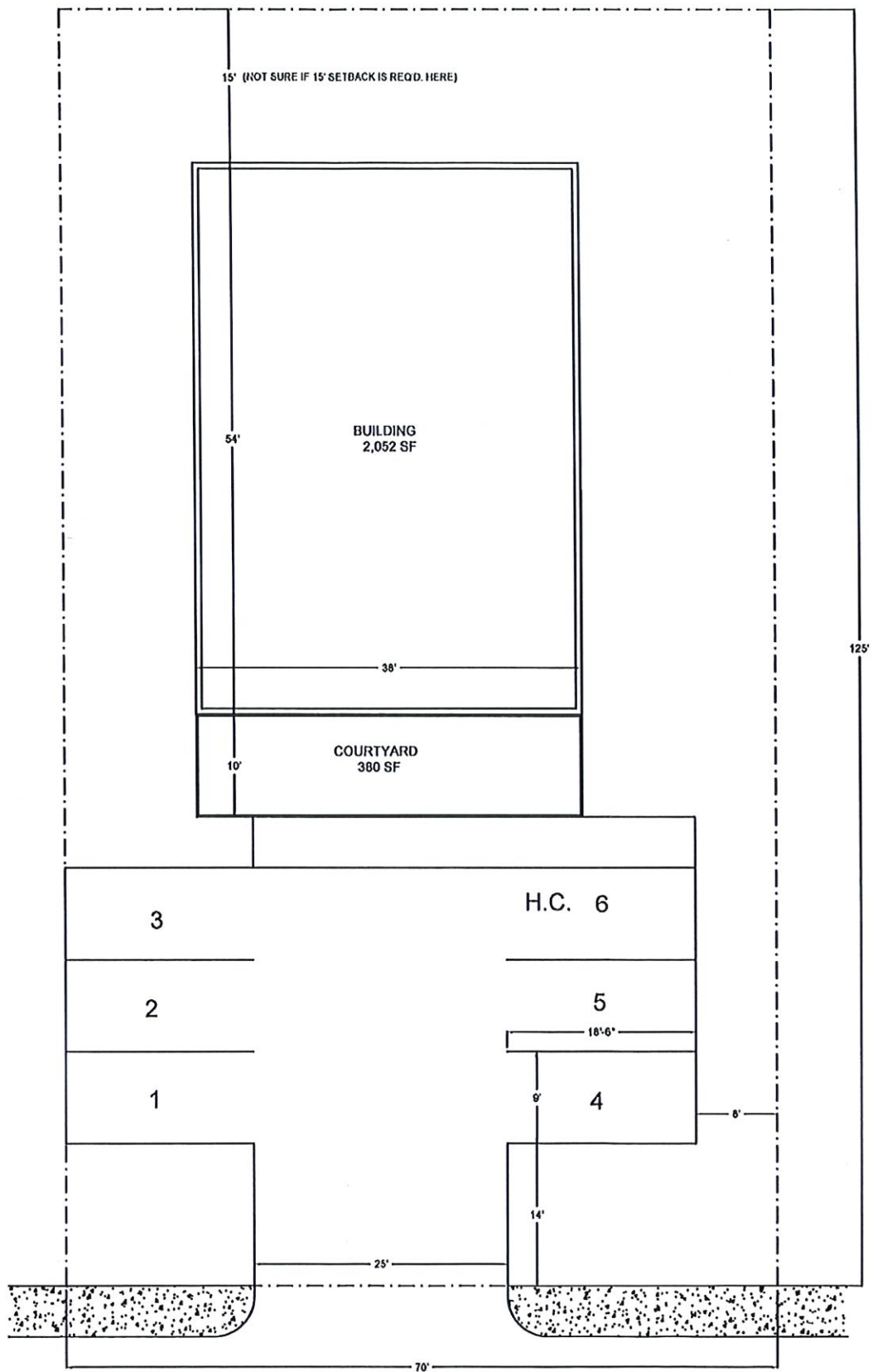
or any interest in said land for such price as to my agent may seem advisable.

Our Agent is hereby authorized to sign, seal and deliver as our duly authorized agent and attorney in fact,  
any lease, lease clarification, any deed, any contract, all closing documents, and accept any promissory  
note, deed of trust, or other instrument in execution of any agreement for sale made by us or our Agent, in  
such manner that all right, title and interest in said Property may be effectually and absolutely conveyed  
and assigned to any buyer/tenant as the purchaser/lessee of the Property; and we hereby declare that any  
and all of the contracts, leases, lease clarifications, deeds, closing documents, notes, deeds of trust, funds  
or matters, and things which shall be executed by our Agent given, made or done for the aforesaid purposes  
of selling/leasing the Property, shall be as good, valid, and effectual as if they had been signed, sealed and  
delivered by us in our own proper persons; and we hereby undertake at all times to ratify whatsoever our  
Agent shall lawfully do or cause to be done in or concerning the Property by virtue of these presents.

Our Agent is hereby further authorized to accept the consideration or purchase price arising from the sale  
or lease of the Property or any interest therein, and to give good title therefore to purchaser(s), which  
conveyance shall exonerate the person paying such money to my agent from looking to the application or  
being responsible for the loss or misapplication thereof.

If the consideration should be paid by check or draft, our said agent is hereby authorized to accept such  
funds, endorse said check or draft and deposit such proceeds into our joint account at Bank of Colorado, as  
my attorney-in-fact.







Mitchell Yater and Craton Edwards

Western Colorado Marijuana, LLC DBA The Garage

October 7<sup>th</sup>, 2022

## **Findings Report Responses for Western Colorado Marijuana, LLC dba The Garage**

### **Regulated Marijuana License Application**

**All requirements of the Application have not been met.**

**The Application is deficient as follows:**

1. The registered trade name in the application is The Garage; The Weed Garage. The trade name registered with the Secretary of State of Colorado is The Garage.

#### **Response**

During the beginning stages of filling out our application, we we're considering two different names: The Garage, and the Weed Garage. We ultimately decided The Garage was a more understated and community friendly name. There may have been a document that contained both names when we were still in the deliberation process, but The Garage is our affirmative and final name selection as registered with the Secretary of State office. Any pages including both names separated by a semicolon were created during the deliberation process and not intended to be left in the application. We have attached a copy of our dba filing for the Garage with the Secretary of State's Office.

### **Proposed Operating Plan**

**All requirements for the Proposed Operating Plan have not been met.**

**The Proposed Operating Plan is deficient as follows:**

1. There is no statement from the landlord that the building systems either meet the requirements of the code(s) or can be modified to do so, as required on the Operating Plan form.

#### **Response**

While completing the Proposed Operating Plan, we gave primary attention to our operating plan specifics and overlooked the request for a statement authorizing building modification to meet code requirements. We believed that the Property Authorization Form, lease, and operating plan were all sufficient elements of building modification authorization from the landlords. We have included a signed statement from the landlords of the property to authorize all necessary modifications to meet code requirements.

EXHIBIT 1

### **Proof of Ownership or Legal Right to Proposed Premises**

**All requirements for Proof of Ownership or Legal Right to Proposed Premises have not been met.**

**The Proof of Ownership or Legal Right to Proposed Premises are deficient as follows:**

1. The General Lease Agreement indicate that the property owner is Jimmy Hunger, however, the lease is signed by Jim Hunger. This conflicts with the Mesa County Assessor's information indicating that Jimmy Lee Hunger and Helmuth R. Hunger are joint owners of the property.

#### **Response**

While crafting our lease agreement and through various conversations with Jimmy Lee Hunger, all parties involved thought that Jimmy Lee Hunger was the sole owner of the property due to the attached Quit Claim Deed that appeared to name Jimmy Lee Hunger the sole proprietor. With recent knowledge of Helmuth R. Hunger's continued ownership in the building, we have included a new lease to the building signed by Jimmy Lee Hunger and Helmuth R Hunger as both owning parties of the property.

2. The property is owned by two individual joint owners; there is no company associated with the ownership, but the Property Authorization indicates Auto Machine Service.

#### **Response**

When notarizing the Property Use Authorization form, Jimmy was unsure whether to add Auto Machine Service to the form. We thought it was better to err on the side of more information than less. Due to the fact that Auto Machine Service has no ownership in the building, we have attached a new Property Authorization form, from which, Auto Machine Service has been removed.

### **Property Authorization**

**All requirements for the Property Authorization have not been met.**

**The Property Authorization is deficient as follows:**

1. Per the Mesa County Assessor's information, the property owners are Jimmy Lee Hunger and Helmuth R. Hunger and the signature line on the Property Authorization indicates Jim Hunger. No information was submitted regarding Helmuth R. Hunger

approving the cannabis business on the proposed premises.

#### **Response**

While signing the Property Authorization form, Jimmy Lee Hunger was not aware of the necessity to sign the form in the exact fashion listed with Mesa County Assessor's information. We additionally were not aware of the remaining ownership by Helmuth R. Hunger. We have attached new Property Authorization forms signed by both parties in the exact names listed with Mesa County Assessors and as noted on the quit claim deed.

2. The property is owned by two individual joint owners; there is no company associated with the ownership, but the Property Authorization indicates Auto Machine Service.

#### **Response**

Given the knowledge that Auto Machine Service doesn't belong on the Property Authorization forms, Auto Machine Service has been removed from all necessary forms.

#### **Business Entity Documents**

**All requirements of the Entity Structure, Ownership Information, Identification, and Fingerprinting documents have not been met.**

The Applicant failed to disclose the following information as part of the Findings of Suitability:

1. Mitchell Yater failed to disclose that he is the registered agent for one other business.

#### **Response**

During completion of the Findings of Suitability, we believed that the application was only referring to businesses associated with the marijuana industry. Through correspondence with Compliance Officer Wright, I have noted all of the following businesses, for which, Mitchell Yater is a registered agent.

Wescove, LLC is a ski and snowboard manufacturing company that I have been building for several years. I thought that it was not relevant to this section due to its lack of relation to the marijuana business. I however did think it was relevant to the discipline section, due to the fact that I had missed some quarterly filings while I was in college and accidentally let the license fall into delinquency for a short time.

FarwestLads, LLC., this is an LLC that I formed on Sept. 4th, 2022, several months after submission of the marijuana application which is the reason for omission. This is a food truck idea that I have begun working on with a friend. I thought it would be a good idea to register this LLC while the Secretary of State has an incentive program of \$1 filing fees for new LLC's. I have attached a receipt of this filing for date and cost reference.



In addition to the above LLC's, and upon further inspection, the only other entity's that I may be a registered agent on are a dba for The Garage, which is a doing business as registration for the storefront name under Western Colorado Marijuana, LLC. I have also registered a statement of trade name for Western Colorado Marijuana, LLC, before an official filing of Western Colorado Marijuana, LLC. I also have a statement of tradename for The Far West Garage, which is a name we had first considered for our marijuana storefront. And finally, a statement of trade name for The Far West Boardshop that I filed as a potential new dba for Wescove, LLC. While brainstorming names for the The Garage, I grew to like The Farwest better than the name Wescove, and have filed a statement of tradename for this name in case I change the name of my ski and snowboard operation to The Far West Boardshop.

It was not my intention to mislead with any lack of disclosures for business registration. I didn't think one LLC was relevant and the other LLC was created after the date of submission. All subsidiary tradenames and dba's have been placeholder names for Western Colorado Marijuana, LLC. and Wescove, LLC.

2. Kent Edwards failed to disclose that he is the registered agent/owner of two other businesses.

#### **Response**

Please see the attached documents referencing all business interests for Kent and Wendy Edwards. We have an explanation statement in the file "Wendy and Kent Edwards Business Interests", and I have also attached certificates of good standing for each applicable business (and articles of dissolution for the one dissolved entity).

### Owner Statement for Modifying Building Systems

This statement is regarding the property located at 545 Colorado Avenue, Grand Junction, Colorado 81501.

I, Jimmy Lee Hunger, and Helmuth R. Hunger attest that the following building systems can or will be modified to meet the requirements of operating a recreational marijuana business in Grand Junction, Colorado. These systems include the electrical system, HVAC system, Fire Suppression system, Burglar Alarm System, Surveillance System, and/or other systems as required.

Jimmy Lee Hunger

Jimmy Lee Hunger

10-6-2022

Date

Helmuth R. Hunger

Helmuth R. Hunger

10-6-2022

Date

Western Colorado Marijuana LLC

General Lease Agreement Terms

545 Colorado Avenue

The following is the general lease agreement terms for 545 Colorado Avenue Grand Junction CO 81501, to be used for a retail marijuana shop as registered by the State of Colorado. The following agreement is made between property owners, Jimmy Lee Hunger and Helmuth R. Hunger and Western Colorado Marijuana, LLC.

1. This lease will begin on 6/01/2022.
1. The landlord agrees to the building of a partition in the property not to exceed 1/3 of the length of the building with exception to plumbing and/or hallway construction to provide a public access bathroom to the east side of the building. The goal of this is to not inhibit or affect the machine shop operations and inventory in anyway.
2. The landlord agrees to improvements of the store front to properly secure and promote the retail business.
3. Improvements are not to exceed \$30,000 for the building. If unforeseen building improvements exceed \$30,000, as quoted by professionals, the lease will be subject to termination. All work will be quoted before beginning improvements.
4. All improvements to the building will be to the benefit of the landlord. No reimbursements will be expected for property improvements by the tenant for any reason.
5. The lease will extend for three years at the rate of \$1,000/month. At the end of three years, Western Colorado Marijuana, LLC. would like to purchase the building if the landlord wishes to sell. As such, Western Colorado Marijuana, LLC, will hold first right of refusal to purchase the property if the landlord chooses to sell.
6. The landlord will receive 9.9% Equity in Western Colorado Marijuana, LLC. and subject to all owner draw and company input proportionate to his equity hold. Western Colorado Marijuana, LLC. will make at least 2 draws per year once the startup costs have been recouped.



Western Colorado Marijuana, LLC, will have first right of purchase for this stake if the owner chooses to sell for any reason.

7. The \$1,000/month payment will begin on the 1<sup>st</sup> of the following month after all adequate licensing has been received, which is expected sometime between September and November of 2022. This lease shall extend to three years from the payment start date.

8. All components of this lease will be contingent upon the receipt of a retail marijuana license as provided by a random drawing from the City of Grand Junction and the State of Colorado. If the licenses for this property are not received, all this agreement is null and void with all services and improvements rendered to the property remaining in possession of property owner.

Property Owners (Lessors):

Jimmy Lee Hunger 10-6-2022  
Jimmy Lee Hunger Date

Helmuth R. Hunger 10-6-2022  
Helmuth R. Hunger Date

Representative of Western Colorado Marijuana, LLC (Lessee)

Mitchell Yater 10/7/2022  
Mitchell Yater Date



**REGULATED CANNABIS BUSINESS LICENSE  
PROPERTY AUTHORIZATION FOR CANNABIS BUSINESS**

|                               |                                 |
|-------------------------------|---------------------------------|
| Business Name (dba)           | Western Colorado Marijuana, LLC |
|                               | DBA The Garage                  |
| Physical Address of Business: | 545 Colorado Avenue             |

As owner of the real property described above, I hereby consent to the use of my property for the purpose of conducting a regulated cannabis business so long as said use is authorized under and in accordance with applicable state and local laws.

- |                                                                                   |                                                             |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Retail Marijuana Store                                   | <input type="checkbox"/> Medical Marijuana Store            |
| <input type="checkbox"/> Co-Located Medical and Retail Marijuana Store            |                                                             |
| <input type="checkbox"/> Retail Marijuana Testing Facility                        | <input type="checkbox"/> Medical Marijuana Testing Facility |
| <input type="checkbox"/> Co-Located Medical and Retail Marijuana Testing Facility |                                                             |

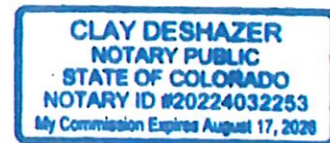
I understand the lessee must operate the business on the property (addressed above) under the provisions of the Grand Junction Municipal Code/Cannabis Licensing Code. I further understand sufficient measures and means of preventing the escape or emission of any gas, vapors, odors, smoke, dust, heat, or glare from exiting the business must always be provided. I understand that in the event any gas, vapors, odors, smoke, dust, heat or glare, or other substances exit the business, I am, jointly and severally, liable for such conditions, and shall be responsible for the immediate, full clean-up and correction of such condition. I further understand that in issuing a marijuana business license, the City of Grand Junction assumes no legal liability or duty of care regarding the licensee's business operation or possession of the property.

If the store or facility type is changed, for example a Retail store applies for a Co-located medical store, then the City will presume that my consent has been revoked and a new application together with my consent for the changed store or facility type will be required.

In exchange for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I hereby release the City its officers, elected officials, employees, attorneys, and agents from all liability for all claims and demands, or causes of action of any kind whatsoever, present or future, in any way relating to or arising from the conduct of the lessee/licensee's business operation on said property.

Jimmy Lee Hunger  
Signature of Property Owner

10-6-2022  
Date



Jimmy Lee Hunger  
Printed Name of Property Owner

Property Owner Company Name (if applicable)

STATE OF CO )  
COUNTY OF Mesa ) ss.

The foregoing instrument was acknowledged before me this 10 day of 6, 2022, by

Clay Deshaizer

My commission expires: 8/17/26

Notary Public: Clay Deshaizer





**REGULATED CANNABIS BUSINESS LICENSE  
PROPERTY AUTHORIZATION FOR CANNABIS BUSINESS**

|                               |                                 |
|-------------------------------|---------------------------------|
| Business Name (dba)           | Western Colorado Marijuana, LLC |
|                               | DBA The Garage                  |
| Physical Address of Business: | 345 Colorado Avenue             |

As owner of the real property described above, I hereby consent to the use of my property for the purpose of conducting a regulated cannabis business so long as said use is authorized under and in accordance with applicable state and local laws.

- |                                                                                   |                                                             |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Retail Marijuana Store                                   | <input type="checkbox"/> Medical Marijuana Store            |
| <input type="checkbox"/> Co-Located Medical and Retail Marijuana Store            |                                                             |
| <input type="checkbox"/> Retail Marijuana Testing Facility                        | <input type="checkbox"/> Medical Marijuana Testing Facility |
| <input type="checkbox"/> Co-Located Medical and Retail Marijuana Testing Facility |                                                             |

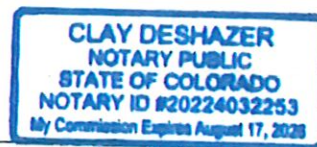
I understand the lessee must operate the business on the property (addressed above) under the provisions of the Grand Junction Municipal Code/Cannabis Licensing Code. I further understand sufficient measures and means of preventing the escape or emission of any gas, vapors, odors, smoke, dust, heat, or glare from exiting the business must always be provided. I understand that in the event any gas, vapors, odors, smoke, dust, heat or glare, or other substances exit the business, I am, jointly and severally, liable for such conditions, and shall be responsible for the immediate, full clean-up and correction of such condition. I further understand that in issuing a marijuana business license, the City of Grand Junction assumes no legal liability or duty of care regarding the licensee's business operation or possession of the property.

If the store or facility type is changed, for example a Retail store applies for a Co-located medical store, then the City will presume that my consent has been revoked and a new application together with my consent for the changed store or facility type will be required.

In exchange for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I hereby release the City its officers, elected officials, employees, attorneys, and agents from all liability for all claims and demands, or causes of action of any kind whatsoever, present or future, in any way relating to or arising from the conduct of the lessee/licensee's business operation on said property.

Helmuth Hungen  
Signature of Property Owner

10-6-2022  
Date



Helmuth Hungen  
Printed Name of Property Owner

Property Owner Company Name (if applicable)

STATE OF CO )  
COUNTY OF Mesa ) ss.

The foregoing instrument was acknowledged before me this 10 day of 6, 2022, by

Clay Deshaizer

My commission expires: 8/17/26

Notary Public: Clay Deshaizer



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Western Colorado Marijuana, LLC

is a

Limited Liability Company

formed or registered on 05/11/2022 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20221479264 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/05/2022 that have been posted, and by documents delivered to this office electronically through 10/07/2022 @ 12:16:31 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/07/2022 @ 12:16:31 in accordance with applicable law. This certificate is assigned Confirmation Number 14372284 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



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of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Colorado Secretary of State  
Date and Time: 06/03/2022 02:50 PM  
ID Number: 20221564521  
Document number: 20221564521  
Amount Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Trade Name of a Reporting Entity**  
filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

|                |                                                                      |
|----------------|----------------------------------------------------------------------|
| ID Number      | <u>20221479264</u><br><i>(Colorado Secretary of State ID number)</i> |
| True name      | <u>Western Colorado Marijuana, LLC</u>                               |
| Form of entity | <u>Limited Liability Company</u>                                     |
| Jurisdiction   | <u>Colorado</u>                                                      |

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

The Garage

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

The Garage is the final name we've decided on for a recreational marijuana store front in Grand Junction Colorado.

4. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

☐ This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

*(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)*

The delayed effective date and, if applicable, time of this document are \_\_\_\_\_  
*(mm/dd/yyyy hour:minute am/pm)*

**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

|                                                                        |                                      |                                  |                         |
|------------------------------------------------------------------------|--------------------------------------|----------------------------------|-------------------------|
| Yater                                                                  | Mitchell                             | Foster                           |                         |
| <small>(Last)</small>                                                  | <small>(First)</small>               | <small>(Middle)</small>          | <small>(Suffix)</small> |
| 1715 N 21ST ST                                                         |                                      |                                  |                         |
| <small>(Street number and name or Post Office Box information)</small> |                                      |                                  |                         |
| <hr/>                                                                  |                                      |                                  |                         |
| Grand Junction                                                         | CO                                   | 81501                            |                         |
| <small>(City)</small>                                                  | <small>(State)</small>               | <small>(Postal/Zip Code)</small> |                         |
| United States                                                          |                                      |                                  |                         |
| <small>(Province – if applicable)</small>                              | <small>(Country – if not US)</small> |                                  |                         |

- (If the following statement applies, adopt the statement by marking the box and include an attachment.)*
- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).





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of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Colorado Secretary of State  
Date and Time: 03/16/2022 04:14 PM  
ID Number: 20221273349  
Document number: 20221273349  
Amount Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Trade Name of an Individual**  
filed pursuant to §7-71-103 of the Colorado Revised Statutes (C.R.S)

1. The true name of the individual delivering this statement is

Yater Mitchell Foster  
(Last) (First) (Middle) (Suffix)

2. The principal address of such individual is

Street address 1715 N 21ST ST  
(Street number and name)

Grand Junction CO 81501  
(City) (State) (Postal/Zip Code)  
COLORADO United States  
(Province – if applicable) (Country – if not US)

Mailing address 1715 N 21ST ST  
(leave blank if same as street address) (Street number and name or Post Office Box information)

Grand Junction CO 81501  
(City) (State) (Postal/Zip Code)  
Colorado United States  
(Province – if applicable) (Country – if not US)

3. The trade name under which such individual transacts business or contemplates transacting business in this state is

Western Colorado Marijuana, LLC

4. A brief description of the kind of business transacted or contemplated to be transacted in this state under such trade name is

Retail Sales

5. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

6. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

7. The true name and mailing address of the individual causing this document to be delivered for filing are

|                                                                        |                        |                                      |                         |
|------------------------------------------------------------------------|------------------------|--------------------------------------|-------------------------|
| Yater                                                                  | Mitchell               | Foster                               |                         |
| <small>(Last)</small>                                                  | <small>(First)</small> | <small>(Middle)</small>              | <small>(Suffix)</small> |
| 1715 North 21st Street                                                 |                        |                                      |                         |
| <small>(Street number and name or Post Office Box information)</small> |                        |                                      |                         |
| <hr/>                                                                  |                        |                                      |                         |
| Grand Junction                                                         | CO                     | 81501                                |                         |
| <small>(City)</small>                                                  | <small>(State)</small> | <small>(Postal/Zip Code)</small>     |                         |
| <hr/>                                                                  |                        | <hr/>                                |                         |
| <small>(Province – if applicable)</small>                              |                        | <small>(Country – if not US)</small> |                         |

(If the following statement applies, adopt the statement by marking the box and include an attachment.)  
☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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Colorado Secretary of State  
Date and Time: 05/11/2022 05:51 PM  
ID Number: 20221481160  
Document number: 20221481160  
Amount Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Trade Name of a Reporting Entity**  
filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

|                |                                                                      |
|----------------|----------------------------------------------------------------------|
| ID Number      | <u>20221479264</u><br><i>(Colorado Secretary of State ID number)</i> |
| True name      | <u>Western Colorado Marijuana, LLC</u>                               |
| Form of entity | <u>Limited Liability Company</u>                                     |
| Jurisdiction   | <u>Colorado</u>                                                      |

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

The Far West Garage

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

A retail marijuana storefront dedicated to retail marijuana sales in Grand Junction Colorado.

4. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

☐ This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

*(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)*

The delayed effective date and, if applicable, time of this document are \_\_\_\_\_  
*(mm/dd/yyyy hour:minute am/pm)*

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This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.



6. The true name and mailing address of the individual causing this document to be delivered for filing are

|                                                                        |                                      |                                  |                         |
|------------------------------------------------------------------------|--------------------------------------|----------------------------------|-------------------------|
| Yater                                                                  | Mitchell                             | Foster                           |                         |
| <small>(Last)</small>                                                  | <small>(First)</small>               | <small>(Middle)</small>          | <small>(Suffix)</small> |
| 1715 N 21ST ST                                                         |                                      |                                  |                         |
| <small>(Street number and name or Post Office Box information)</small> |                                      |                                  |                         |
| <hr/>                                                                  |                                      |                                  |                         |
| Grand Junction                                                         | CO                                   | 81501                            |                         |
| <small>(City)</small>                                                  | <small>(State)</small>               | <small>(Postal/Zip Code)</small> |                         |
| United States                                                          |                                      |                                  |                         |
| <small>(Province – if applicable)</small>                              | <small>(Country – if not US)</small> |                                  |                         |

☐ *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*  
This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

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OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

FarwestLads, LLC

is a

Limited Liability Company

formed or registered on 09/04/2022 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20221868660 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/05/2022 that have been posted, and by documents delivered to this office electronically through 10/07/2022 @ 12:18:18 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/07/2022 @ 12:18:18 in accordance with applicable law. This certificate is assigned Confirmation Number 14372294 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



# Colorado Secretary of State

Colorado Secretary of State

ID#: 20221868660

Document #: 20221868660

Filed on: 09/04/2022 05:11:53 PM

Paid: \$1.00

## Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is FarwestLads, LLC

The principal office street address is 1715 N 21st St  
Grand Junction CO 81501-6633  
US

The principal office mailing address is 1715 N 21st St  
Grand Junction CO 81501-6633  
US

The name of the registered agent is Mitchell Foster Yater

The registered agent's street address is 1715 N 21st St  
Grand Junction CO 81501-6633  
US

The registered agent's mailing address is 1715 N 21st St  
Grand Junction CO 81501-6633  
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

### Person(s) forming the limited liability company

Mitchell Foster Yater  
1715 N 21st St  
Grand Junction CO 81501-6633  
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if



applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

**Name(s) and address(es) of the individual(s) causing the document to be delivered for filing**

Mitchell Foster Yater  
1715 N 21st St  
Grand Junction CO 81501-6633  
US



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Paper documents are not accepted.  
Fees & forms are subject to change.  
For more information or to print copies  
of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Colorado Secretary of State  
Date and Time: 05/11/2022 05:59 PM  
ID Number: 20221481177  
Document number: 20221481177  
Amount Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Trade Name of a Reporting Entity**  
filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S.)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

|                |                                                                      |
|----------------|----------------------------------------------------------------------|
| ID Number      | <u>20151160279</u><br><i>(Colorado Secretary of State ID number)</i> |
| True name      | <u>Wescove, LLC.</u>                                                 |
| Form of entity | <u>Limited Liability Company</u>                                     |
| Jurisdiction   | <u>Colorado</u>                                                      |

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

The Far West Boardshop

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

A ski and snowboard manufacturing project with a potentially better name than Wescove.

4. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

☐ This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

*(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)*

The delayed effective date and, if applicable, time of this document are \_\_\_\_\_  
*(mm/dd/yyyy hour:minute am/pm)*

**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

|                                                                        |                                      |                                  |                         |
|------------------------------------------------------------------------|--------------------------------------|----------------------------------|-------------------------|
| Yater                                                                  | Mitchell                             | Foster                           |                         |
| <small>(Last)</small>                                                  | <small>(First)</small>               | <small>(Middle)</small>          | <small>(Suffix)</small> |
| 1715 N 21ST ST                                                         |                                      |                                  |                         |
| <small>(Street number and name or Post Office Box information)</small> |                                      |                                  |                         |
| <hr/>                                                                  |                                      |                                  |                         |
| Grand Junction                                                         | CO                                   | 81501                            |                         |
| <small>(City)</small>                                                  | <small>(State)</small>               | <small>(Postal/Zip Code)</small> |                         |
| United States                                                          |                                      |                                  |                         |
| <small>(Province – if applicable)</small>                              | <small>(Country – if not US)</small> |                                  |                         |

☐ *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*  
This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Clean Run LLC

is a

Limited Liability Company

formed or registered on 05/09/2018 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20181382769 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/05/2022 that have been posted, and by documents delivered to this office electronically through 10/07/2022 @ 07:55:17 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/07/2022 @ 07:55:17 in accordance with applicable law. This certificate is assigned Confirmation Number 14371193 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF DOCUMENT FILED**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Dissolution

with Document # 20198046097 of  
Edwards Welton LLC, Dissolved December 27, 2019

Colorado Limited Liability Company

(Entity ID # 20111149617 )

consisting of 2 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/05/2022 that have been posted, and by documents delivered to this office electronically through 10/07/2022 @ 07:56:21.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/07/2022 @ 07:56:21 in accordance with applicable law. This certificate is assigned Confirmation Number 14371195.



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

MELAVIC LLC

is a

Limited Liability Company

formed or registered on 11/11/2005 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20051423075 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/05/2022 that have been posted, and by documents delivered to this office electronically through 10/07/2022 @ 07:52:45 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/07/2022 @ 07:52:45 in accordance with applicable law. This certificate is assigned Confirmation Number 14371179 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

PLUS FIVE, LLC.

is a

Limited Liability Company

formed or registered on 03/08/2004 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20041085857 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/05/2022 that have been posted, and by documents delivered to this office electronically through 10/07/2022 @ 07:51:45 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/07/2022 @ 07:51:45 in accordance with applicable law. This certificate is assigned Confirmation Number 14371176 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Slick Horns, LLC

is a

Limited Liability Company

formed or registered on 03/08/2011 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20111143148 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/05/2022 that have been posted, and by documents delivered to this office electronically through 10/07/2022 @ 07:37:49 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/07/2022 @ 07:37:49 in accordance with applicable law. This certificate is assigned Confirmation Number 14371159 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

TWO IN THE LOOP, INC.

is a

Corporation

formed or registered on 05/05/1983 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871520547 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/05/2022 that have been posted, and by documents delivered to this office electronically through 10/07/2022 @ 07:54:28 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/07/2022 @ 07:54:28 in accordance with applicable law. This certificate is assigned Confirmation Number 14371189 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



### **Business Interests for Wendy and Kent Edwards**

Thank you for allowing us to clarify any shortcomings from our application for Western Colorado Marijuana, LLC.

Kent and Wendy Edwards have been entrepreneurs and business owners in Western Colorado for almost 40 years. I have explained the individual business interests below, but in summary a large portion of businesses that they have started have been around real estate investing. The main business where the majority of their time was spent was Two In The Loop, Inc. This was a roustabout business in the oilfield (labor for hire), which worked in western Colorado for most of its existence.

I can promise that any omission of businesses was purely from my misunderstanding of what was being requested by the City of Grand Junction. I and my parents are extremely proud of the businesses they created and the history we have with Grand Junction. In fact, these businesses are one part of the reason why I believe we can run an efficient, professional, and fully compliant retail marijuana establishment in Grand Junction.

### **Business Interests, Wendy Edwards**

#### **Slick Horns, LLC**

Owners: Wendy Edwards, Branden Edwards, Kent Edwards, Craton Edwards

Business Operations: Owning and renting of residential property. This company was created on March 8<sup>th</sup>, 2013, in Grand Junction, Colorado.

Slick Horns, LLC - Colorado Business ID #: 20111143148

#### **Two In The Loop, Inc.**

Owners: Wendy Edwards, Kent Edwards

Business Operations: Roustabout (labor for hire) for the oilfield. Operations included installing production equipment, building well locations, monitoring combustion units for EPA regulations, and others. This business was formed on May 5<sup>th</sup>, 1983, in Grand Junction, Colorado.

Two In The Loop, Inc. Colorado Business ID #: 19871520547

Sales Tax ID # (Voluntarily Closed): 0464512

Kenneth G. Edwards (Kent Edwards) is the Registered Agent.

#### **Melavic LLC**

Owners: Wendy S Edwards, Sherry D. Welton

Business Operations: Ownership of property Wendy and Sherry were raised on (they are sisters) in Salida, Colorado. This business was formed on November 11<sup>th</sup> of 2005 in Grand Junction, Colorado.

Melavic LLC Colorado Business ID#: 20051423075

Wendy S Edwards is the Registered Agent.

#### Plus Five, LLC

Owners: Wendy S Edwards, Kent Edwards

Business Operations: Owns real estate and rental properties in Parachute, Colorado. This business was created on March 3<sup>rd</sup>, 2004, in Grand Junction, Colorado.

Plus Five, LLC Colorado Business ID#: 20041085857

Wendy Sue Edwards is the Registered Agent.

#### Clean Run LLC

Owners: Wendy Edwards, Kent Edwards

Business Operations: Owns farmland and rental properties in Fruita, Colorado. This business was created on May 9<sup>th</sup>, 2018, in Grand Junction, Colorado.

Clean Run LLC Colorado Business ID#: 20181382769

Wendy Sue Edwards is the Registered Agent.

#### Edwards Welton LLC

Owners: Wendy Edwards, Kent Edwards, Sherry Welton, Burl Welton

Business Operations: Owning of rental property in multiple locations. This business was created on March 11<sup>th</sup>, 2011, in Grand Junction, Colorado, and was voluntarily dissolved on December 27, 2019.

Edwards Welton LLC Colorado Business ID#: 20111143617

Wendy Sue Edwards is the Registered Agent.

#### **Business Interests, Kent Edwards**

##### Slick Horns, LLC

Owners: Wendy Edwards, Branden Edwards, Kent Edwards, Craton Edwards

Business Operations: Owning and renting of residential property. This company was created on March 8<sup>th</sup>, 2013, in Grand Junction, Colorado.

Slick Horns, LLC - Colorado Business ID #: 20111143148

Two In The Loop, Inc.

Owners: Wendy Edwards, Kent Edwards

Business Operations: Roustabout (labor for hire) for the oilfield. Operations included installing production equipment, building well locations, monitoring combustion units for EPA regulations, and others. This business was formed on May 5<sup>th</sup>, 1983, in Grand Junction, Colorado.

Two In The Loop, Inc. Colorado Business ID #: 19871520547

Sales Tax ID # (Voluntarily Closed): 0464512

Kenneth G. Edwards (Kent Edwards) is the Registered Agent.

Plus Five, LLC

Owners: Wendy S Edwards, Kent Edwards

Business Operations: Owns real estate and rental properties in Parachute, Colorado. This business was created on March 3<sup>rd</sup>, 2004, in Grand Junction, Colorado.

Plus Five, LLC Colorado Business ID#: 20041085857

Wendy Sue Edwards is the Registered Agent.

Clean Run LLC

Owners: Wendy Edwards, Kent Edwards

Business Operations: Owns farmland and rental properties in Fruita, Colorado. This business was created on May 9<sup>th</sup>, 2018, in Grand Junction, Colorado.

Clean Run LLC Colorado Business ID#: 20181382769

Wendy Sue Edwards is the Registered Agent.

Edwards Welton LLC

Owners: Wendy Edwards, Kent Edwards, Sherry Welton, Burl Welton

Business Operations: Owning of rental property in multiple locations. This business was created on March 11<sup>th</sup>, 2011, in Grand Junction, Colorado, and was voluntarily dissolved on December 27, 2019.



Edwards Welton LLC Colorado Business ID#: 20111143617

Wendy Sue Edwards is the Registered Agent.

## **Conclusion**

Thank you again for allowing us to clarify these issues. If you have any additional questions or require additional information, please let us know at your earliest convenience.

## Janet Harrell

---

**From:** Desa Loughman <desa.loughman@coloradoalternative.com>  
**Sent:** Wednesday, October 5, 2022 1:33 PM  
**To:** cityclerk; Travis Wright  
**Subject:** Proof of authorization  
**Attachments:** River Park Alliance - Articles of Incorporation.pdf

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

Hello Janet and Travis,  
Does this work for proof of authorization?  
Thank you,  
Desa

Sent from my iPhone

EXHIBIT 1



Document must be filed electronically.  
Paper documents are not accepted.  
Fees & forms are subject to change.  
For more information or to print copies  
of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Colorado Secretary of State  
Date and Time: 05/21/2019 06:21 PM  
ID Number: 20191418941  
Document number: 20191418941  
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

### Articles of Organization

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

River Park Alliance, LLC

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "llc", "l.c.", or "ltd.". See §7-90-601, C.R.S.)*

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the limited liability company's initial principal office is

Street address

2525 Grand Avenue

*(Street number and name)*

Suite 202

Glenwood Springs

*(City)*

CO

*(State)*

81601

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province – if applicable)*

Mailing address

*(leave blank if same as street address)*

*(Street number and name or Post Office Box information)*

*(City)*

*(State)*

*(ZIP/Postal Code)*

*(Province – if applicable)*

*(Country)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

*(if an individual)*

Candlin

*(Last)*

Frances

*(First)*

A.

*(Middle)*

*(Suffix)*

or

*(if an entity)*

*(Caution: Do not provide both an individual and an entity name.)*

Street address

2525 Grand Avenue

*(Street number and name)*

Suite 202

Glenwood Springs

*(City)*

CO

*(State)*

81601

*(ZIP Code)*

Mailing address

*(leave blank if same as street address)*

*(Street number and name or Post Office Box information)*



\_\_\_\_\_  
(City) CO  
(State) \_\_\_\_\_  
(ZIP Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual) Dackonish Shelly S  
(Last) (First) (Middle) (Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address 744 Horizon Court  
(Street number and name or Post Office Box information)  
Suite 300  
Grand Junction CO 81506  
(City) (State) (ZIP/Postal Code)  
United States  
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

☐ one or more managers.

or

☒ the members.

6. (The following statement is adopted by marking the box.)

☒ There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

|                                                                        |                        |                                  |                         |
|------------------------------------------------------------------------|------------------------|----------------------------------|-------------------------|
| Dackonish                                                              | Shelly                 | S.                               |                         |
| <small>(Last)</small>                                                  | <small>(First)</small> | <small>(Middle)</small>          | <small>(Suffix)</small> |
| 744 Horizon Court                                                      |                        |                                  |                         |
| <small>(Street number and name or Post Office Box information)</small> |                        |                                  |                         |
| Suite 300                                                              |                        |                                  |                         |
| <hr/>                                                                  |                        |                                  |                         |
| Grand Junction                                                         | CO                     | 81506                            |                         |
| <small>(City)</small>                                                  | <small>(State)</small> | <small>(ZIP/Postal Code)</small> |                         |
| <hr/>                                                                  |                        | United States                    |                         |
| <small>(Province – if applicable)</small>                              |                        | <small>(Country)</small>         |                         |

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Department of the Treasury - Internal Revenue Service  
**Certificate of Release of Federal Tax Lien**

Area:

Serial Number

For Use by Recording Office

SMALL BUSINESS/SELF EMPLOYED AREA #6

Lien Unit Phone: (800) 913-6050

I certify that the following-named taxpayer, under the requirements of section 6325 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 June 12 2017, is authorized to note the books to show the release of this lien for these taxes and additions.

|                  |                       |
|------------------|-----------------------|
| Name of Taxpayer | JESSE & DESA LOUGHMAN |
|------------------|-----------------------|

Residence PO BOX 583  
PALISADE, CO 81526

**COURT RECORDING INFORMATION:**

| Liber | Page | UCC No. | Serial No. |
|-------|------|---------|------------|
| n/a   | n/a  | n/a     | 2803104    |

| Kind of Tax<br>(a) | Tax Period<br>Ended<br>(b) | Identifying Number<br>(c)                                                           | Date of<br>Assessment<br>(d) | Last Day for<br>Refiling<br>(e) | Unpaid Balance<br>of Assessment<br>(f) |
|--------------------|----------------------------|-------------------------------------------------------------------------------------|------------------------------|---------------------------------|----------------------------------------|
| 1040               | 12/31/2014                 |  | 01/11/2016                   | 02/10/2026                      | 33516.50                               |
| 1040               | 12/31/2015                 |                                                                                     | 01/09/2017                   | 02/08/2027                      | 32939.43                               |
| *****              | *****                      | *****                                                                               | *****                        | *****                           | *****                                  |

### Place of Filing

CLERK AND RECORDER  
MESA COUNTY  
GRAND JUNCTION, CO 81501

Total

66455.93

This notice was prepared and signed at SEATTLE, WA, on this,

the 14th day of February, 2018.

Signature

Title

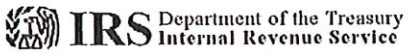
Operations Manager,  
Centralized Lien Operation

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

Part 2 - Taxpayer's Copy

Form 668 (Z) (Rev. 10-2000)  
CAT. NO 600261





Department of the Treasury  
Internal Revenue Service

PO BOX 145595, STOP 8420G

CINCINNATI, OH 45250-5585

SLID: 264938417

COURT: MESA

001619.687831.158790.9309 1 MB 0.424 536



JESSE & DESA LOUGHMAN

PO BOX 583

PALISADE, CO 81526



001619



Document must be filed electronically.  
Paper documents are not accepted.  
Fees & forms are subject to change.  
For more information or to print copies  
of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Colorado Secretary of State  
Date and Time: 10/11/2022 10:02 AM  
ID Number: 20141676775  
Document number: 20221982273  
Amount Paid: \$10.00

ABOVE SPACE FOR OFFICE USE ONLY

### Articles of Dissolution Corporation

Filed pursuant to §7-114-103 of the Colorado Revised Statutes (C.R.S)

ID number: 20141676775

1. Entity name: Peach Avenue Cultivators, Ltd, Delinquent April 1, 2016

2. Principal office address:

Street address 125 Peach Avenue Unit A  
*(Street number and name)*

Palisade CO 81526  
*(City) (State) (ZIP/Postal Code)*  
United States  
*(Province – if applicable) (Country)*

Mailing address PO Box 215  
*(Leave blank if same as above) (Street number and name or Post Office Box information)*

Palisade CO 81526  
*(City) (State) (ZIP/Postal Code)*  
Colorado United States  
*(Province – if applicable) (Country)*

3. The corporation is dissolved.

4. (Optional) Delayed effective date: \_\_\_\_\_  
*(mm/dd/yyyy)*

5. ☐ This document contains additional information as provided by law.

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

6. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

|                                                                        |                                      |                                  |                         |
|------------------------------------------------------------------------|--------------------------------------|----------------------------------|-------------------------|
| Loughman                                                               | Desa                                 |                                  |                         |
| <small>(Last)</small>                                                  | <small>(First)</small>               | <small>(Middle)</small>          | <small>(Suffix)</small> |
| PO BOX 583                                                             |                                      |                                  |                         |
| <small>(Street name and number or Post Office Box information)</small> |                                      |                                  |                         |
| <hr/>                                                                  |                                      |                                  |                         |
| Palisade                                                               | CO                                   | 81526                            |                         |
| <small>(City)</small>                                                  | <small>(State)</small>               | <small>(Postal/Zip Code)</small> |                         |
| United States                                                          |                                      |                                  |                         |
| <small>(Province – if applicable)</small>                              | <small>(Country – if not US)</small> |                                  |                         |

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.



Document must be filed electronically.  
Paper documents are not accepted.  
Fees & forms are subject to change.  
For more information or to print copies  
of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Dissolution  
Limited Liability Company**

Filed pursuant to §7-80-802 of the Colorado Revised Statutes (C.R.S)

ID number: 20171322880

1. Entity name: JDL7, LLC, Delinquent September 1, 2018

2. Principal office address:

Street address 125 Peach Ave. Unit C  
*(Street number and name)*

Palisade CO 81526  
*(City) (State) (ZIP/Postal Code)*  
United States  
*(Province – if applicable) (Country)*

Mailing address PO Box 215  
*(leave blank if same as above) (Street number and name or Post Office Box information)*

Palisade CO 81526  
*(City) (State) (ZIP/Postal Code)*  
Colorado United States  
*(Province – if applicable) (Country)*

3. (Optional) Delayed effective date: \_\_\_\_\_  
*(mm/dd/yyyy)*

4. ☐ This document contains additional information as provided by law.

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

5. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

|                                                                        |                        |                                  |                         |
|------------------------------------------------------------------------|------------------------|----------------------------------|-------------------------|
| Loughman                                                               | Desa                   |                                  |                         |
| <small>(Last)</small>                                                  | <small>(First)</small> | <small>(Middle)</small>          | <small>(Suffix)</small> |
| PO BOX 215                                                             |                        |                                  |                         |
| <small>(Street name and number or Post Office Box information)</small> |                        |                                  |                         |
| <hr/>                                                                  |                        |                                  |                         |
| Palisade                                                               | CO                     | 81526                            |                         |
| <small>(City)</small>                                                  | <small>(State)</small> | <small>(Postal/Zip Code)</small> |                         |
| <hr/>                                                                  |                        |                                  |                         |
| United States                                                          |                        |                                  |                         |
| <small>(Country – if not US)</small>                                   |                        |                                  |                         |

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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WHEN RECORDED Frances A. Candlin and/or Kathlyn L. Kingdon  
RETURN TO:



STATEMENT OF AUTHORITY  
 (§38-30-172, C.R.S.)

- 1. This Statement of Authority relates to an entity<sup>1</sup> named  
RIVER PARK ALLIANCE, LLC, A COLORADO LIMITED LIABILITY COMPANY
- 2. The type of entity is a:  

|                                                               |                                                                           |
|---------------------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> Corporation                          | <input type="checkbox"/> Registered Limited Liability Partnership         |
| <input type="checkbox"/> Nonprofit Corporation                | <input type="checkbox"/> Registered Limited Liability Limited Partnership |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership Association                  |
| <input type="checkbox"/> General Partnership                  | <input type="checkbox"/> Government or Governmental Subdivision or Agency |
| <input type="checkbox"/> Limited Partnership                  | <input type="checkbox"/> Trust                                            |
- 3. The entity is formed under the laws of Colorado
- 4. The mailing address for the entity is 2520 GRAND AVE SUITE 202, Glenwood Springs, CO 81601
- 5. The ☒ name ☒ position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is Frances A. Candlin, as Member and/or Kathlyn L. Kingdon, as Member
- 6. The authority of the foregoing person(s) to bind the entity: ☒ is<sup>2</sup> not limited ☐ is limited as follows: None
- 7. Other matters concerning the manner in which the entity deals with interests in real property: None
- 8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.<sup>3</sup>
- 9. This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this this day of May 31st, 2019

RIVER PARK ALLIANCE, LLC, A COLORADO LIMITED LIABILITY COMPANY

By: Kathlyn L. Kingdon  
KATHLYN L. KINGDON AND/OR FRANCES A. CANDLIN, AS MEMBER Frances JHC

State of Colorado )  
County of GARFIELD ) ss.

The foregoing instrument was acknowledged before me on this day of May 29th, 2019 by KATHLYN L. KINGDON AND/OR FRANCES A. CANDLIN, AS MEMBER OF RIVER PARK ALLIANCE, LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and official seal

My Commission expires: JANUARY 16, 2022  
Notary Public SJR

SARA DODERO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20044014287  
My Commission Expires January 16, 2022

<sup>1</sup>This form should not be used unless the entity is capable of holding title to real property.  
<sup>2</sup>The absence of any limitation shall be prima facie evidence that no such limitation exists.  
<sup>3</sup>The statement of authority must be recorded to obtain the benefits of the statute.





JESSICA CARLSON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #19974021948  
My Commission Expires December 5, 2021  
County of Mesa

DATE: 10/5/2022

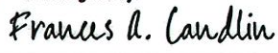
TO: Jan Kimbrough Miller / RE/MAX 4000

PROPERTY: 879 Struthers Ave Unit A

FROM: Adam Hochevar / RE/MAX 4000

Lessor (River Park Alliance, LLC) of said property understands and agrees to give authorization to Lessee (Colorado Alternative Health Care Ltd., DBA Colorado Weedery) to ensure all building systems will meet Grand Junction municipal/Cannabis licensing code requirements necessary to operate a retail marijuana store.

**Landlord/Lessor:**

DocuSigned by:  
  
8DB7863AF232492  
River Park Alliance, LLC  
By: Frances Candlin, Manager

10/6/2022

**Tenant/Lessee:**

DocuSigned by:  
  
B95D1AF135624F3...  
Colorado Alternative Health Care Ltd., DBA Colorado Weedery  
By: Jesse Loughman, Manager

10/5/2022

## Janet Harrell

---

**From:** cityclerk  
**Sent:** Friday, October 7, 2022 1:43 PM  
**To:** Debbie Kemp; Selestina Sandoval; Janet Harrell; Kerry Graves; Amy Phillips  
**Subject:** FW: City of Grand Junction - Findings Report for 10/12 Hearing - Naturals, LLC dba Naturals  
**Attachments:** Amend dates and deadlines appraisal Loan ILC Closing.pdf; 83T10923 - Case File - Squirrel.pdf; Brian Groves - Disposition docket #2006CR000088.PDF

---

**From:** Kyle Serrano <kyle@brayandco.com>  
**Sent:** Friday, October 7, 2022 1:42:42 PM (UTC-07:00) Mountain Time (US & Canada)  
**To:** cityclerk <cityclerk@gjcity.org>  
**Cc:** bgroves@ascoconstruct.com <bgroves@ascoconstruct.com>; Sid Squirrell - Forward <sid@gjcommercial.com>; edwardbecoat@gmail.com <edwardbecoat@gmail.com>  
**Subject:** RE: City of Grand Junction - Findings Report for 10/12 Hearing - Naturals, LLC dba Naturals

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

Regarding the Findings Report for Naturals LLC, here is the executed amendment pushing back our dates and deadlines (including closing date) for the premises at 910 North 1<sup>st</sup> Street, Grand Junction, CO 81501. This should satisfy the comments in the Findings Report in the Section titled "Proof of Ownership or Legal Right to Proposed Premises".

Regarding the "Business Entity Documents" Section of the Findings Report, item #1 - I have attached the disposition for Brian Grove's 2006 insufficient funds check charge. Regarding item #2, I have attached the case file for Sidney Squirrell's 1983 Driving Under the Influence of Alcohol charge (the court didn't have a formal court disposition due to age of the offense). Regarding items 3-5, we did not know we needed to include all of the referenced business entities on the application form in which this is regarding.

Any additional questions or items prior to our hearing please let me know

Thanks,

**Kyle Serrano**  
**Business Intermediary, BA**  
**Commercial Broker®**



**E:** kyle@brayandco.com  
**W:** www.kyle.brayandco.com  
**O:** 970.263.2952  
**M:** 970.778.0796  
**A:** 244 N. 7th Street  
Grand Junction, CO 81501

EXHIBIT 1



---

**From:** cityclerk <cityclerk@gjcity.org>

**Sent:** Wednesday, October 5, 2022 11:06 AM

**To:** Kyle Serrano <kyle@brayandco.com>; bgroves@ascoconstruct.com; Sid Squirrel - Forward <sid@gjcommercial.com>; edwardbecoat@gmail.com

**Subject:** City of Grand Junction - Findings Report for 10/12 Hearing - Naturals, LLC dba Naturals

Hello,

Please see attached Naturals, LLC dba Naturals Findings Report for the 10/12 Hearing.

Thank you,

Janet

---

**Janet Harrell, CMC**

Deputy City Clerk, City of Grand Junction

250 North 5<sup>th</sup> Street

Grand Junction CO 81501

970.244.1509

**Bray Commercial**

244 N. 7th Street Grand Junction, CO 81501

Cory Carlson cory@brayandco.com

Ph: 970-241-2909

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (AE41-6-21) (Mandatory 1-22)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

**AGREEMENT TO AMEND/EXTEND CONTRACT**Date: 9/28/2022

1. This agreement amends the contract dated 5/10/2022 (Contract) between **Bill R Clevenger and Linda D Clevenger** (Seller) and **Naturals Cache LLC and/or assigns** (Buyer) relating to the sale and purchase of the following legally described real estate in the County of **Mesa**, Colorado (insert legal description):

**LOTS 23 + 24 BLK 12 CITY OF GRAND JUNCTION RESURVEY OF SECOND DIVISION SEC 14 1S 1W UM RECD 4/17/1905 RECPT NO 54332 MESA CO RECDS**

known as: **910 N 1st Street, Grand Junction, CO 81501** (Property).

**NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.**

2. **§ 3.1. Dates and Deadlines.** [Note: This table may be omitted if inapplicable.]

| Item No.             | Reference | Event                                              | Date or Deadline |         | No Change                           | Deleted |
|----------------------|-----------|----------------------------------------------------|------------------|---------|-------------------------------------|---------|
| 1                    | § 3       | Time of Day Deadline                               | no change        |         | <input checked="" type="checkbox"/> |         |
| 2                    | § 4       | Alternative Earnest Money Deadline                 | no change        |         | <input checked="" type="checkbox"/> |         |
| Title                |           |                                                    |                  |         |                                     |         |
| 3                    | § 8       | Record Title Deadline (and Tax Certificate)        | no change        |         | <input checked="" type="checkbox"/> |         |
| 4                    | § 8       | Record Title Objection Deadline                    | no change        |         | <input checked="" type="checkbox"/> |         |
| 5                    | § 8       | Off-Record Title Deadline                          | no change        |         | <input checked="" type="checkbox"/> |         |
| 6                    | § 8       | Off-Record Title Objection Deadline                | no change        |         | <input checked="" type="checkbox"/> |         |
| 7                    | § 8       | Title Resolution Deadline                          | no change        |         | <input checked="" type="checkbox"/> |         |
| 8                    | § 8       | Third Party Right to Purchase/Approve Deadline     | no change        |         | <input checked="" type="checkbox"/> |         |
| Owners' Association  |           |                                                    |                  |         |                                     |         |
| 9                    | § 7       | Association Documents Deadline                     | no change        |         | <input checked="" type="checkbox"/> |         |
| 10                   | § 7       | Association Documents Termination Deadline         | no change        |         | <input checked="" type="checkbox"/> |         |
| Seller's Disclosures |           |                                                    |                  |         |                                     |         |
| 11                   | § 10      | Seller's Property Disclosure Deadline              | no change        |         | <input checked="" type="checkbox"/> |         |
| 12                   | § 10      | Lead-Based Paint Disclosure Deadline               | no change        |         | <input checked="" type="checkbox"/> |         |
| Loan and Credit      |           |                                                    |                  |         |                                     |         |
| 13                   | § 5       | New Loan Application Deadline                      | 11/18/2022       | Friday  |                                     |         |
| 14                   | § 5       | New Loan Terms Deadline                            | 11/22/2022       | Tuesday |                                     |         |
| 15                   | § 5       | New Loan Availability Deadline                     | 11/21/2022       | Monday  |                                     |         |
| 16                   | § 5       | Buyer's Credit Information Deadline                | no change        |         | <input checked="" type="checkbox"/> |         |
| 17                   | § 5       | Disapproval of Buyer's Credit Information Deadline | no change        |         | <input checked="" type="checkbox"/> |         |
| 18                   | § 5       | Existing Loan Deadline                             | no change        |         | <input checked="" type="checkbox"/> |         |
| 19                   | § 5       | Existing Loan Termination Deadline                 | no change        |         | <input checked="" type="checkbox"/> |         |
| 20                   | § 5       | Loan Transfer Approval Deadline                    | no change        |         | <input checked="" type="checkbox"/> |         |
| 21                   | § 4       | Seller or Private Financing Deadline               | no change        |         | <input checked="" type="checkbox"/> |         |
| Appraisal            |           |                                                    |                  |         |                                     |         |
| 22                   | § 6       | Appraisal Deadline                                 | 11/18/2022       | Friday  |                                     |         |
| 23                   | § 6       | Appraisal Objection Deadline                       | 11/21/2022       | Monday  |                                     |         |
| 24                   | § 6       | Appraisal Resolution Deadline                      | 11/22/2022       | Tuesday |                                     |         |
| Survey               |           |                                                    |                  |         |                                     |         |
|                      |           |                                                    |                  |         |                                     |         |



|                                     |      |                                                          |            |           |                                     |  |
|-------------------------------------|------|----------------------------------------------------------|------------|-----------|-------------------------------------|--|
| 25                                  | § 9  | New ILC or New Survey Deadline                           | 11/15/2022 | Tuesday   |                                     |  |
| 26                                  | § 9  | New ILC or New Survey Objection Deadline                 | 11/17/2022 | Thursday  |                                     |  |
| 27                                  | § 9  | New ILC or New Survey Resolution Deadline                | 11/18/2022 | Friday    |                                     |  |
| <b>Inspection and Due Diligence</b> |      |                                                          |            |           |                                     |  |
| 28                                  | § 2  | Water Rights Examination Deadline                        | no change  |           | <input checked="" type="checkbox"/> |  |
| 29                                  | § 8  | Mineral Rights Examination Deadline                      | no change  |           | <input checked="" type="checkbox"/> |  |
| 30                                  | § 10 | Inspection Termination Deadline                          | no change  |           | <input checked="" type="checkbox"/> |  |
| 31                                  | § 10 | Inspection Objection Deadline                            | no change  |           | <input checked="" type="checkbox"/> |  |
| 32                                  | § 10 | Inspection Resolution Deadline                           | no change  |           | <input checked="" type="checkbox"/> |  |
| 33                                  | § 10 | Property Insurance Termination Deadline                  | no change  |           | <input checked="" type="checkbox"/> |  |
| 34                                  | § 10 | Due Diligence Documents Delivery Deadline                | no change  |           | <input checked="" type="checkbox"/> |  |
| 35                                  | § 10 | Due Diligence Documents Objection Deadline               | 11/15/2022 | Tuesday   |                                     |  |
| 36                                  | § 10 | Due Diligence Documents Resolution Deadline              | 11/18/2022 | Friday    |                                     |  |
| 37                                  | § 10 | Environmental Inspection Objection Deadline (CBS2, 3, 4) | no change  |           | <input checked="" type="checkbox"/> |  |
| 38                                  | § 10 | ADA Evaluation Termination Deadline (CBS2, 3, 4)         | no change  |           | <input checked="" type="checkbox"/> |  |
| 39                                  | § 10 | Conditional Sale Deadline                                | no change  |           | <input checked="" type="checkbox"/> |  |
| 40                                  | § 10 | Lead-Based Paint Termination Deadline                    | no change  |           | <input checked="" type="checkbox"/> |  |
| 41                                  | § 11 | Estoppel Statements Deadline (CBS2, 3, 4)                | no change  |           | <input checked="" type="checkbox"/> |  |
| 42                                  | § 11 | Estoppel Statements Termination Deadline (CBS2, 3, 4)    | no change  |           | <input checked="" type="checkbox"/> |  |
| <b>Closing and Possession</b>       |      |                                                          |            |           |                                     |  |
| 43                                  | § 12 | Closing Date                                             | 11/30/2022 | Wednesday |                                     |  |
| 44                                  | § 17 | Possession Date                                          | no change  |           | <input checked="" type="checkbox"/> |  |
| 45                                  | § 17 | Possession Time                                          | no change  |           | <input checked="" type="checkbox"/> |  |
| 46                                  | n/a  | n/a                                                      | no change  |           |                                     |  |
| 47                                  | n/a  | n/a                                                      | no change  |           |                                     |  |

18 3. Other dates or deadlines set forth in the Contract are changed as follows:

19 n/a

21 4. Additional amendments:

22 n/a

23 All other terms and conditions of the Contract remain the same.

24

This proposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before 9/30/2022 9:00pm MST.

Date Time

26

27

SELLER'S SIGNATURE

*Bill R. Clevenger*

Seller: **Bill R Clevenger**

28

29

SELLER'S SIGNATURE

*Mrs. Linda Diane Clevenger*

Seller: **Linda D Clevenger**

30



31

32

*Kyle Serrano, Member*

Date: 9/29/2022

Buyer: **Naturals Cache LLC and/or assigns**  
By: **Kyle Serrano, Member**

33

34

*Sid Squirrell, Member*

Date: 9/29/2022

Buyer: **Naturals Cache LLC and/or assigns**  
By: **Sid Squirrell, Member**

35

---

**AE41-6-21. AGREEMENT TO AMEND/EXTEND CONTRACT**

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INTEGRATED COLORADO ONLINE NETWORK (ICON)

Status: CLSD County Court, Boulder County  
 Case #: 1983 T 010923 Div/Room: Type: Driving Under the Influen  
 The People of the State of Colorado vs. SQUIRRELL, SIDNEY J

Case File Date: 4/08/1983 Case Close Date: 5/14/1999 DV STATUS:  
 Appealed: N  
 Confidential Intermediary.....:

Bar # Name  
 Judicial Off....: 012391 DIANE RIDER MACDONALD  
 Alt Jud Officer: 000000  
 Description Stat Date Time Rm/D  
 Trial.....: 0:00  
 Next Schd Event: 0:00  
 Last Schd Event: 0:00  
 Last Event.....: Case Closed Conversion Only n/a 5/14/1999

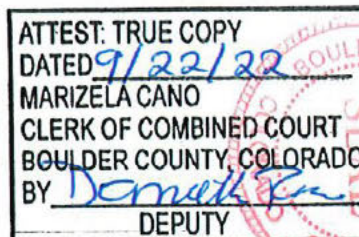
Attorney(s).....: Y

Agency: CAGN Conversion Agency Agency Case #:  
 Ticket/Summons Number(s): Arrest#:

Warrant.....: Warrant Date: Expired Date:  
 Party on Warrant:  
 Change of Venue.: Agency:

Bond(s).....: N

Sentence Date.....:  
 Detention Location.....:  
 Supervising Agency.....:  
 Probation Officer.....:



----- PARTIES -----

| PARTY | ROL | STS | NAME                           | ATTORNEY        | ROL |
|-------|-----|-----|--------------------------------|-----------------|-----|
| PTF   | 1   |     | The People of the State of C   |                 |     |
| DEF   | 1   |     | SQUIRRELL, SIDNEY J            | PANKOVE, MARTIN | AAC |
|       |     |     | Date of Birth.....: [REDACTED] |                 |     |

----- OTHER PEOPLE -----

| ROLE      | NAME           |
|-----------|----------------|
| IMP 1 PTF | BLDR, PD 30467 |

| CNT | STS | STATUTE NUMBER                                | CHARGE DESCRIPTION    | CLASS |
|-----|-----|-----------------------------------------------|-----------------------|-------|
| 1   | ( ) | 042004.01202.01B                              | CONVERTED DESCRIPTION |       |
|     |     | DWAI                                          |                       |       |
|     |     | Offense Date: From: 04/08/1983 To: 04/08/1983 | Time: BAC: .000       |       |
|     |     | Arrest Date.....: Time: Ticket #:             |                       |       |
|     |     | Plea.....: Plea of Guilty                     | Date: 04/08/1983      |       |
| CNT | STS | STATUTE NUMBER                                | CHARGE DESCRIPTION    | CLASS |
|     |     | Disposition.....: Guilty                      | Date: 04/08/1983      |       |

| FILE DATE  | EVENT DESCRIPTION              | SCHD DATE | TIME | ROOM |
|------------|--------------------------------|-----------|------|------|
| 05/14/1999 | (CNVA) Description not on file |           |      |      |
|            | PEOPLE VS SIDNEY J SQUIRRELL   |           |      |      |

040783BOULDER

05/14/1999 (CNVB) Description not on file  
SQUIRRELL SIDNEY J DEF109296030467 M

05/14/1999 (CNVC) Description not on file  
05/14/1999 (CNVD) Description not on file  
05/14/1999 (CNVE) Description not on file  
05/14/1999 (CNVF) Description not on file  
05/14/1999 (CNVH) Description not on file

| FILE DATE                                                             | EVENT  | DESCRIPTION             | SCHD DATE | TIME | ROOM    |             |            |          |      |
|-----------------------------------------------------------------------|--------|-------------------------|-----------|------|---------|-------------|------------|----------|------|
| 05/14/1999                                                            | (CNVI) | Description not on file |           |      |         |             |            |          |      |
| DATE                                                                  | C#     | CX                      | ORDR      | IND  | MIN-MAX | FINE-AMOUNT | COURT-COST | DUE-DATE | OPEN |
| 10/04/83                                                              | 01     |                         | JUDG      | 00   | 06M     | \$300.00    | \$8.00     | / /      |      |
| 300 FINE APPLIC + 8 DOCKET + 100 ALCOH EVAL + 60 LEAF + 25 VIC COMP + |        |                         |           |      |         |             |            |          |      |
| 25 PUBLIC SERVICE + 24 HOURS COMM SERVICE                             |        |                         |           |      |         |             |            |          |      |

05/14/1999 (CNVL) Description not on file  
05/14/1999 (CNVR) Description not on file  
05/14/1999 (CNVS) Description not on file

| DATE      | CRT   | TIME        | JDG       | P    | REAS | DESCRIPTION    | EST | DISP |
|-----------|-------|-------------|-----------|------|------|----------------|-----|------|
| 10/04/83  | 9     | 00:00       | DRT       |      |      | PER RECOMMEND. |     | PRFN |
| 07/29/83  | 9     | 14:00       | DRT       |      | DISP | ALC EVAL       |     | CONC |
| 08/17/83  | 9     | 08:30       | DRT       |      | JTRL |                | N   | VACT |
| 06/24/83  | 112   | 14:00       | DRT       |      | PRET |                |     | HELD |
| 05/02/83  | RB    | 00:00       | SJB       |      | ARRG | ENTRY          |     | COND |
| FILE DATE | EVENT | DESCRIPTION | SCHD DATE | TIME | ROOM |                |     |      |
| 05/10/83  | RB    | 10:00       | SJB       | ARRG |      | VACT           |     |      |

05/14/1999 (CNVT) Description not on file  
05/14/1999 (CNVZ) Description not on file  
05/14/1999 Case Closed Conversion Only

| JGM DATE   | JUDGMENT DESCRIPTION    | STATUS      |
|------------|-------------------------|-------------|
| 10/03/1983 | JDGE Judgment Entered   | UNSATISFIED |
|            | Debtor Fee.....: N      |             |
|            | Debtor Fee Paid.....: N |             |

DATE OF ORDER: 10-03-83

RECEIVABLES DUE STATE--SEE BELOW FOR OTHER COSTS

218.00 TOTAL COSTS DUE

| DATE     | PAID BAL | COMMENTS....    | CE     |
|----------|----------|-----------------|--------|
| 06-11-84 | 158.00   | 0 STATE REC ADD | 183.00 |
| 06-27-84 | 183.00   | 0 #33294        | 0.00   |

| JUDGMENT TRANSACTION(S)         | AMOUNT   | PAID   |
|---------------------------------|----------|--------|
| PRINCIPAL                       | \$158.00 |        |
| -----                           |          |        |
| Judgment Transaction Totals.... | \$158.00 | \$0.00 |
| Judgment Transaction Balance... | \$158.00 |        |

| JUDGMENT | ROLE | NAME                        | PTY | ROLE |
|----------|------|-----------------------------|-----|------|
| Debtor   | DEF  | SQUIRRELL, SIDNEY J         | DEF |      |
| Creditor |      | People of State of Colorado | PTF |      |

| JGM DATE   | JUDGMENT DESCRIPTION    | STATUS      |
|------------|-------------------------|-------------|
| 10/03/1983 | JDGE Judgment Entered   | UNSATISFIED |
|            | Debtor Fee.....: N      |             |
|            | Debtor Fee Paid.....: N |             |

DATE OF ORDER: 10-03-83





VICT COMP  
JGM DATE JUDGMENT DESCRIPTION STATUS  
DATE PAID BAL COMMENTS.... CE  
06-27-84 25.00 0 #33294 0.00

| JUDGMENT TRANSACTION(S)         | AMOUNT  | PAID   |
|---------------------------------|---------|--------|
| PRINCIPAL                       | \$25.00 |        |
| -----                           |         |        |
| Judgment Transaction Totals.... | \$25.00 | \$0.00 |
| Judgment Transaction Balance... | \$25.00 |        |

| JUDGMENT ROLE | NAME                        | PTY ROLE |
|---------------|-----------------------------|----------|
| Debtor DEF    | SQUIRRELL, SIDNEY J         | DEF      |
| Creditor      | People of State of Colorado | PTF      |

JGM DATE JUDGMENT DESCRIPTION STATUS  
10/03/1983 JDGE Judgment Entered UNSATISFIED  
Debtor Fee.....: N  
Debtor Fee Paid.....: N

DATE OF ORDER: 10-03-83

LEAF-COUNTY

DATE PAID BAL COMMENTS.... CE  
06-27-84 10.00 0 #33294 0.00

| JUDGMENT TRANSACTION(S)         | AMOUNT  | PAID   |
|---------------------------------|---------|--------|
| PRINCIPAL                       | \$10.00 |        |
| -----                           |         |        |
| Judgment Transaction Totals.... | \$10.00 | \$0.00 |
| Judgment Transaction Balance... | \$10.00 |        |

| JUDGMENT ROLE | NAME                        | PTY ROLE |
|---------------|-----------------------------|----------|
| Debtor DEF    | SQUIRRELL, SIDNEY J         | DEF      |
| JUDGMENT ROLE | NAME                        | PTY ROLE |
| Creditor      | People of State of Colorado | PTF      |

JGM DATE JUDGMENT DESCRIPTION STATUS  
10/03/1983 JDGE Judgment Entered UNSATISFIED  
Debtor Fee.....: N  
Debtor Fee Paid.....: N

DATE OF ORDER: 10-03-83

LEAF-STATE

DATE PAID BAL COMMENTS.... CE  
06-27-84 50.00 0 #33294 0.00

| JUDGMENT TRANSACTION(S)         | AMOUNT  | PAID   |
|---------------------------------|---------|--------|
| PRINCIPAL                       | \$50.00 |        |
| -----                           |         |        |
| Judgment Transaction Totals.... | \$50.00 | \$0.00 |
| JUDGMENT TRANSACTION(S)         | AMOUNT  | PAID   |
| Judgment Transaction Balance... | \$50.00 |        |

| JUDGMENT ROLE | NAME                        | PTY ROLE |
|---------------|-----------------------------|----------|
| Debtor DEF    | SQUIRRELL, SIDNEY J         | DEF      |
| Creditor      | People of State of Colorado | PTF      |



JGM DATE 10/03/1983 JUDGMENT DESCRIPTION JDGE Judgment Entered STATUS UNSATISFIED

Debtor Fee.....: N  
Debtor Fee Paid.....: N

DATE OF ORDER: 10-03-83

ALC EVAL

DATE 06-27-84 PAID BAL 100.00 COMMENTS.... CE 0.00

| JUDGMENT TRANSACTION(S)         | AMOUNT   | PAID   |
|---------------------------------|----------|--------|
| PRINCIPAL                       | \$100.00 |        |
| Judgment Transaction Totals.... | \$100.00 | \$0.00 |
| Judgment Transaction Balance... | \$100.00 |        |

| JUDGMENT ROLE | NAME                        | PTY ROLE |
|---------------|-----------------------------|----------|
| Debtor DEF    | SQUIRRELL, SIDNEY J         | DEF      |
| Creditor      | People of State of Colorado | PTF      |

JGM DATE 10/03/1983 JUDGMENT DESCRIPTION JDGE Judgment Entered STATUS UNSATISFIED

Debtor Fee.....: N  
Debtor Fee Paid.....: N

DATE OF ORDER: 10-03-83

JGM DATE COURT COSTS JUDGMENT DESCRIPTION STATUS

DATE 06-27-84 PAID BAL 8.00 COMMENTS.... CE 0.00

| JUDGMENT TRANSACTION(S)         | AMOUNT | PAID   |
|---------------------------------|--------|--------|
| PRINCIPAL                       | \$8.00 |        |
| Judgment Transaction Totals.... | \$8.00 | \$0.00 |
| Judgment Transaction Balance... | \$8.00 |        |

| JUDGMENT ROLE | NAME                        | PTY ROLE |
|---------------|-----------------------------|----------|
| Debtor DEF    | SQUIRRELL, SIDNEY J         | DEF      |
| Creditor      | People of State of Colorado | PTF      |

JGM DATE 10/03/1983 JUDGMENT DESCRIPTION JDGE Judgment Entered STATUS UNSATISFIED

Debtor Fee.....: N  
Debtor Fee Paid.....: N

DATE OF ORDER: 10-03-83

PUBLIC SERVICE

DATE 06-27-84 PAID BAL 25.00 COMMENTS.... CE 0.00

| JUDGMENT TRANSACTION(S)         | AMOUNT  | PAID   |
|---------------------------------|---------|--------|
| PRINCIPAL                       | \$25.00 |        |
| Judgment Transaction Totals.... | \$25.00 | \$0.00 |
| Judgment Transaction Balance... | \$25.00 |        |

| JUDGMENT ROLE | NAME                | PTY ROLE |
|---------------|---------------------|----------|
| Debtor DEF    | SQUIRRELL, SIDNEY J | DEF      |



Creditor

People of State of Colorado

PTF

End of Case: 1983 T 010923





# JUDGEMENT

ALCOH *mal*

## REGISTER OF ACTIONS TRAFFIC/MISDEMEANOR/FELONY

PEOPLE OF THE STATE OF COLORADO

Case Number Type  
T.83.010923 DWI  
Dly/Judge  
89

In the County Court in and for the  
County of BOULDER

SQUIRRELL

SIDNEY J

- Defendant DOB

- Address

Complaint Filed 04-08-83  
Summons Noted 30467

Date Issued

BLDR PD

30467

- Complaining Officer

- Agency

- Attorney for Defendant

Bond Set At

Bond Filed

Type

Surety

Bond Ordered Returned

Bond Ordered Forfeited

Bench Warrant Issued

Quashed/Varied

Subpoenas Issued

Waiver/Guilty Plea Executed

☐ Case Closed

Date  
05-10-83

Proceeding  
First Appearance

Future Action  
6-24-83 at 2pm

Date/By  
8-17-83 at 8:30

DOCKETED

DOCKETED

DOCKETED

Dispo 7-29-83 at 2pm

### FIRST APPEARANCE/ADVISEMENT

On \_\_\_\_\_, defendant ☐ by and with counsel, ☐ pro se, was before the court and was advised of his/her rights, the nature of the charges, and the possible penalties. ☐ Tape # \_\_\_\_\_

### CHARGES AND PLEAS

| Charge | Statute          | Offense Description | Date | Plea |
|--------|------------------|---------------------|------|------|
| #1     | 042-004.0-1202.0 | DUI                 |      |      |
| #2     |                  |                     |      |      |
| #3     |                  |                     |      |      |
| #4     |                  |                     |      |      |
| #5     |                  |                     |      |      |

☐ on complaint

☐ on complaint

☐ FELONY COMPLETE REVERSE SIDE

### TRIAL/SENTENCE

On \_\_\_\_\_, Defendant, ☐ by and with counsel, ☐ pro se, and Deputy District Attorney \_\_\_\_\_ appeared, ready for trial. Trial was held. After considering the testimony and other evidence, the ☐ Court ☐ Jury found the defendant and the Court imposed sentence as follows:

| Charge | Finding | <input type="checkbox"/> TVB<br>Fine | Susp. | Costs | Total<br>Due | Jail | Susp. | SOE<br>To | Paid | Date | Receipt |
|--------|---------|--------------------------------------|-------|-------|--------------|------|-------|-----------|------|------|---------|
| #1     |         | \$                                   | \$    | \$    | \$           |      |       |           | \$   |      |         |
| #2     |         | \$                                   | \$    | \$    | \$           |      |       |           | \$   |      |         |
| #3     |         | \$                                   | \$    | \$    | \$           |      |       |           | \$   |      |         |
| #4     |         | \$                                   | \$    | \$    | \$           |      |       |           | \$   |      |         |
| #5     |         | \$                                   | \$    | \$    | \$           |      |       |           | \$   |      |         |

5/29/83 = DWAI @ alc eval

DOCKETED

per re

Tape #

Date 10/4/83

Judge *TRC*

### PROBATION

Defendant asked leave of the Court to apply for probation  
☐ Motion granted ☐ Pre sentence report ordered  
Hearing set to \_\_\_\_\_ Bond continued.  
☐ Probation granted for \_\_\_\_\_ to \_\_\_\_\_  
☐ Probation denied.  
☐ Stay of execution during probation.

☐ Deferred prosecution granted for \_\_\_\_\_ to \_\_\_\_\_  
☐ Deferred sentencing granted for \_\_\_\_\_ to \_\_\_\_\_  
Other stipulations

Date \_\_\_\_\_ Judge \_\_\_\_\_

ATTEST: TRUE COPY  
DATED 9-22-83  
MARIZELA CANO  
CLERK OF COMBINED COURTS  
BOULDER COUNTY, COLORADO  
BY *Daniel R*  
DEPUTY





THE PEOPLE OF  
THE STATE OF COLORADO VS

BOULDER POLICE DEPARTMENT  
BOULDER COLORADO

SUMMONS  
&  
COMPLAINT

COURT COPY 1

S No 30467

DEFENDANT Sidney J. Squirrel

ADDRESS 4688 Ingram Ct.

CITY, STATE Boulder Colo 80303

DR [REDACTED] C STATE OF ISSUE CO 10

MALE ☒ WEIGHT 145 HEIGHT 5-10 HAIR Brn EYES Blu DATE OF BIRTH [REDACTED] AGE 22

MARKS, SCARS, TATTOOS None Visible GLASSES YES ☐ NO ☒ MILES DIRECTION FROM CITY OR TOWN Boulder APPROXIMATE LOCATION 4910 Blk. Moorhead HIGHWAY

OCCUPATION Student EMPLOYED BY (NAME AND ADDRESS) U of C.

OWNER Same as Def.

ADDRESS [REDACTED] CITY AND STATE [REDACTED] ZIP

VEH LIC & STATE Colo VIN NUMBER [REDACTED] COLOR Yellow MAKE AND TYPE Ford H-B YEAR 80

YOU ARE HEREBY NOTIFIED TO APPEAR IN Boulder COUNTY AT 1777 6th St.

IN Boulder COLORADO-ON MAY 10TH 1983 AT 10:00

1 42-4-1202 1973 CRS AS AMENDED Def. Drive Vehicle While Under The Influence of AM ☒ TO ANSWER CHARGES PM ☐ OF VIOLATION OF

2 42- - 1973 CRS AS AMENDED Intoxicating Liquors. V CODE 100

I HEREBY PROMISE TO APPEAR AT THE TIME AND PLACE INDICATED ABOVE.

FAILURE TO APPEAR CONSTITUTES A SEPARATE OFFENSE AND WILL RESULT IN A WARRANT BEING ISSUED - AN IMMEDIATE APPEARANCE IS REQUIRED UPON REFUSAL TO SIGN.

ACCIDENT YES ☒ NO ☐

DIV III DIST 546 PATROL X

OFFICERS CODE NO. 209

DATED THIS 7th DAY OF April 1983 OFFICER J. Halley

THE UNDERSIGNED STATES THAT HE HAS REASONABLE GROUNDS FOR BELIEVING THAT THE AFOREMENTIONED OFFENSE OR OFFENSES WAS OR WERE COMMITTED IN FACT, AND WAS OR WERE COMMITTED BY THE DEFENDANT AGAINST THE PEACE AND DIGNITY OF THE PEOPLE OF THE STATE OF COLORADO.



PEOPLE OF THE STATE OF COLORADO  
VS.

BPD - Blood

S.M. in Grand Jurisdiction  
EVAL.

BOULDER COUNTY COURT

Date 7/29/83

~~Squinnell~~ Squinnell  
Offense DWA 1

Docket/Division 9 83T 10923

Defense Attorney Pancove

Length of supervision 12 months

RECOMMENDATIONS OF THE COURT:

100 \$90 Alcohol Evaluation

S8 Docket

✓ \$25 Victim Compensation

✓ \$60 Law Enforcement Fund

Fine \$ 300

✓ Applicable to agency fees

Public Service \$ 25

Community Service Hours 24

Start by \_\_\_\_\_

Completed by \_\_\_\_\_

Jail \_\_\_\_\_

ALCOHOL EVALUATION DATA:

Drinker Classification: \_\_\_\_\_ Social Drinker

✓ Incipient Problem Drinker

\_\_\_\_\_ Problem Drinker

Recommendation: \_\_\_\_\_ Level I Education

✓ Level II Education

\_\_\_\_\_ Level II Therapy

\_\_\_\_\_ Antabuse

Additional Recommendations \_\_\_\_\_

Supervisor \_\_\_\_\_

ADES \_\_\_\_\_

ORDER

✓ As Recommended

Amended or additional recommendations \_\_\_\_\_

ATTEST: TRUE COPY

DATED 9-22-22

MARIZELA CANO

CLERK OF COMBINED COURT

BOULDER COUNTY, COLORADO

BY Daniel T...

DEPUTY

Conditions: 1) No new offenses during supervision period 2) Keep a current address with the probation department 3) Notify the probation department if leaving the state for more than two weeks 4) Pay all costs assessed by the court by 7-31-84. Failure to abide by these conditions could result in a warrant being issued for your arrest.

Defendant Squinnell

Judge MPH

Date 6/2/84

Date 10/4/83

175C

return





INTEGRATED COLORADO ONLINE NETWORK (ICON)

Status: CLSD District Court, San Miguel County  
 Case #: 2006 CR 000088 Div/Room: G Type: Fraud  
 The People of the State of Colorado vs. GROVES, BRIAN ERIC

Case File Date: 10/10/2006 Case Close Date: 4/03/2007 DV STATUS:  
 Appealed: N  
 Confidential Intermediary.....:

|                   |                               |                   |                |         |            |
|-------------------|-------------------------------|-------------------|----------------|---------|------------|
| Judicial Off....: | Bar #                         | Name              |                |         |            |
| Alt Jud Officer:  | 029488                        | SUSANNE JOAN ROSS |                |         |            |
|                   | 000000                        |                   |                |         |            |
|                   | Description                   |                   | Stat Date      | Time    | Appear Rm/ |
| Trial.....:       |                               |                   |                | 0:00    |            |
| Next Schd Event:  |                               |                   |                | 0:00    |            |
| Last Schd Event:  | Review                        |                   | PFTA 5/15/2007 | 10:00 A |            |
| Last Event.....:  | Mandatory Injunctive Ord Vaca | n/a               | 4/03/2007      |         |            |

Attorney(s).....: N

Agency: Mountain Village Police Dept Agency Case #:  
 Ticket/Summons Number(s): Arrest#:

Warrant.....: WCAN Warrant Date: 4/03/2007 Expired Date:  
 Party on Warrant: GROVES, BRIAN ERIC  
 Change of Venue.: Agency:

Bond(s).....: Y

Sentence Date.....: SCRT 4/03/2007  
 Detention Location.....:  
 Supervising Agency.....:  
 Probation Officer.....:

----- PARTIES -----

| PARTY | ROL | STS | NAME                         | ATTORNEY                   | ROL |
|-------|-----|-----|------------------------------|----------------------------|-----|
| DEF   | 1   |     | GROVES, BRIAN ERIC           |                            |     |
|       |     |     | Date of Birth.....:          |                            |     |
|       |     |     | Sex.....:                    | Male                       |     |
|       |     |     | Race.....:                   | Caucasian                  |     |
|       |     |     | Height.....:                 | 510                        |     |
|       |     |     | Weight.....:                 | 170                        |     |
|       |     |     | Hair Color.....:             | Brown                      |     |
|       |     |     | Eye Color.....:              | Blue                       |     |
|       |     |     | Home Address.....:           | 1405 CHIPETA               |     |
|       |     |     |                              | : GRAND JUNCTION, CO 81502 |     |
| PPL   | 1   |     | THE PEOPLE OF THE STATE OF C |                            |     |

----- OTHER PEOPLE -----

| ROLE | NAME |                   |                       |                           |           |
|------|------|-------------------|-----------------------|---------------------------|-----------|
| VIC  | 3    |                   | *** Victim ***        |                           |           |
| CNT  | STS  | STATUTE           | NUMBER                | CHARGE DESCRIPTION        | CLASS     |
| 1    | ( )  | 18-5-             | 205                   | Fraud by Check-\$50-\$200 | M2        |
|      |      | Offense Date:     | From: 2/16/2006 To:   | Time:                     | BAC: .000 |
|      |      | Arrest Date.....: | Time:                 | Ticket #:                 |           |
|      |      | Plea.....:        | Plea to Lesser Charge | Date: 4/03/2007           |           |

|     |           |                                        |                              |                 |
|-----|-----------|----------------------------------------|------------------------------|-----------------|
| CNT | STS       | STATUTE NUMBER                         | CHARGE DESCRIPTION           | CLASS           |
|     |           | Disposition.....: GltY Lesser Crg      |                              | Date: 4/03/2007 |
| 1   | (A)       | 18-5-205(2), (3) (c)                   | Fraud by Check-\$500 or more | F6              |
|     |           | Offense Date: From: 2/16/2006 To:      | Time:                        | BAC: .000       |
|     |           | Arrest Date.....:                      | Time:                        | Ticket #:       |
| SNT | DATE      | SENTENCE DESCRIPTION                   | STATUS                       |                 |
|     | 4/03/2007 | Sentence by Court                      | Active                       |                 |
|     |           | Judicial Officer.....: SHARON SHUTERAN |                              |                 |
|     |           | Useful Public Service.....:            | \$120.00                     |                 |
| SNT | DATE      | SENTENCE DESCRIPTION                   | STATUS                       |                 |
|     |           | Community Service.....:                | 24.00 HOUR(S)                |                 |
|     |           | VAST min for off after 5/1:            | \$78.00                      |                 |
|     |           | Victim Compensation Fund...:           | \$60.00                      |                 |
|     |           | Court Costs - T, M, CR.....:           | \$21.00                      |                 |
|     |           | Restitution.....:                      | \$525.18                     |                 |

THIS MATTER SET FOR REVIEW ON 5/01/07 AT 10:00 AM /RLB

|                                           |                          |           |          |
|-------------------------------------------|--------------------------|-----------|----------|
| FILE DATE                                 | EVENT DESCRIPTION        | Event ID: | E-Filed: |
| 10/10/2006                                | Felony Complaint Filed   | 000001    | N        |
| 10/26/2006                                | Summons                  | 000002    | N        |
| 10/26/2006                                | Letter                   | 000003    | N        |
| LETTER TO MESA COUNTY SHERIFF RE: SERVICE |                          |           | /RLB     |
| 11/28/2006                                | Order for Fingerprint    | 000004    | N        |
| DEF/ GROVES, BRIAN ERIC                   |                          |           |          |
| 11/28/2006                                | Warrant Failur to Appear | 000006    | N        |
| DEF/ GROVES, BRIAN ERIC                   |                          |           |          |

DEF FAILED TO APPPEAR COURT ORDERED BENCH WARRANT TO ISSUE BOND SET IN THE AMOUNT OF 2500 DOLLARS RETURNABLE ANY TUESDAY AT 1330 HRS SAN MIGUEL COMBINED COURT 305 W COLORADO TELLURIDE OFFICER COVAULT /RLB

BOND TYPE: Cash/Surety

|               |                   |                        |            |
|---------------|-------------------|------------------------|------------|
| Related Event |                   | WCAN Warrant Cancelled | 4/03/2007  |
| 11/29/2006    | Return of Service | Event ID: 000005       | E-Filed: N |

DEFENDANT PERSONALLY SERVED ON 11/13/06 AT 215 RICE ST GRAND JUNCTION /RLB

|                                      |                             |                      |          |      |        |
|--------------------------------------|-----------------------------|----------------------|----------|------|--------|
| FILE DATE                            | SCHEDULED EVENT DESCRIPTION | SCHD DATE            | TIME     | ROOM | APPEAR |
| 11/30/2006                           | Arraignment                 | 11/28/2006           | 01:30 PM | G    |        |
| Officer: SHARON SHUTERAN             |                             | Length: 1.00 Hour(s) |          |      |        |
| Status.: PFTA-Party Failed to Appear |                             |                      |          |      |        |

DEF FAILED TO APPEAR COURT ORDERED BENCH WARRANT TO ISSUE /RLB

|                            |             |                      |          |   |
|----------------------------|-------------|----------------------|----------|---|
| 4/03/2007                  | Arraignment | 4/03/2007            | 01:30 PM | G |
| Officer: SHARON SHUTERAN   |             | Length: 1.00 Hour(s) |          |   |
| Status.: HELD-Hearing Held |             |                      |          |   |

DA YODER FOR THE PEOPLE DEF APPEARED PRO SE ADVISED OF THE CHARGES AND POSSIBLE PENALITIES DEF K V I WAIVED RIGHT TO AN ATY PTCF WITH DA CHASRGES AMENDED IN OPEN COURT DEF SENTENCED IN OPEN COURT /RLB

|           |                   |                  |            |
|-----------|-------------------|------------------|------------|
| 4/03/2007 | Warrant Cancelled | Event ID: 000007 | E-Filed: N |
|-----------|-------------------|------------------|------------|

DEF APPEARED IN PERSON /RLB

|                            |                               |                               |            |
|----------------------------|-------------------------------|-------------------------------|------------|
| Related Event              |                               | WFTA Warrant Failur to Appear | 11/28/2006 |
| 4/03/2007                  | Mandatory Injunctive Prot Ord | Event ID: 000008              | E-Filed: N |
| DEF/RST GROVES, BRIAN ERIC |                               |                               |            |

Expiration Date: 04/02/2008

Shall not harrass, injure, molest, intimidate, threaten, retaliate against or tamper with any witness to or victim of the acts you are charged with committing.

|               |                               |                                      |            |
|---------------|-------------------------------|--------------------------------------|------------|
| Related Event |                               | MRIV Mandatory Injunctive Ord Vacate | 4/03/2007  |
| 4/03/2007     | Return of Service Protect Ord | Event ID: 000009                     | E-Filed: N |
| Related Event |                               | MRIG Mandatory Injunctive Prot Ord   | 4/03/2007  |



| FILE DATE                                                                                                                                                                                    | SCHEDULED EVENT DESCRIPTION                                 | SCHD DATE        | TIME         | ROOM       | APPEAR |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|------------------|--------------|------------|--------|
| 4/03/2007                                                                                                                                                                                    | Case Closed                                                 | Event ID: 000010 |              | E-Filed: N |        |
| 4/03/2007                                                                                                                                                                                    | Final Order of Judgment                                     | Event ID: 000011 |              | E-Filed: N |        |
| 4/03/2007                                                                                                                                                                                    | Notice Filed                                                | Event ID: 000012 |              | E-Filed: N |        |
| INTERCOUNTY                                                                                                                                                                                  | REFERRAL TO MESA COUNTY CRIMINAL JUSTICE SERVICES           |                  |              |            | /RLB   |
| 4/03/2007                                                                                                                                                                                    | Mandatory Injunctive Ord Vacate                             | Event ID: 000013 |              | E-Filed: N |        |
|                                                                                                                                                                                              | Related Event MRIG Mandatory Injunctive Prot Ord            |                  |              | 4/03/2007  |        |
| 5/01/2007                                                                                                                                                                                    | Review                                                      | 5/01/2007        | 10:00 AM     | G          |        |
|                                                                                                                                                                                              | Officer: SHARON SHUTERAN                                    |                  | Length: 1.00 | Hour(s)    |        |
|                                                                                                                                                                                              | Status.: CONT-Continued by Parties                          |                  |              |            |        |
| DEF CONTACTED THE COURT ON 5/01/07 AS TO HOW TO CONTACT MESA COUNTY FOR COMMUNITY SERVICE. DEFENDANTS FINES ARE PAID IN FULL THEREFORE THIS MATTER CONTINUED TO 5/15/07 AT 10:00 AM FOR REVW |                                                             |                  |              |            |        |
|                                                                                                                                                                                              |                                                             |                  |              |            | /RLB   |
| 5/17/2007                                                                                                                                                                                    | Review                                                      | 5/15/2007        | 10:00 AM     | G          |        |
|                                                                                                                                                                                              | Officer: SHARON SHUTERAN                                    |                  | Length: 1.00 | Hour(s)    |        |
|                                                                                                                                                                                              | Status.: PFTA-Party Failed to Appear                        |                  |              |            |        |
| 05/15/07                                                                                                                                                                                     | NO PROOF OF UPS COURT ORDERED BENCH WARRANT TO ISSUE-       |                  |              |            |        |
| 05/15/07                                                                                                                                                                                     | MESA COUNTY BY PHONE- DEF DID COMPLETE UPS - CASE COMPLETED |                  |              |            | /LHM   |
| BOND INFORMATION                                                                                                                                                                             |                                                             |                  |              |            |        |
| Bond Id Number.....: 1                                                                                                                                                                       | Bond Status.....: BSET                                      |                  |              |            |        |
| Set Date.....: 11/28/2006                                                                                                                                                                    | Set Amount.....: \$2,500.00                                 |                  |              | Type: CS   |        |
| Post Date.....:                                                                                                                                                                              | Post Amount.....:                                           |                  |              | Type:      |        |
| Bond Instructions:                                                                                                                                                                           |                                                             |                  |              |            |        |
| May use for Fines and Costs:                                                                                                                                                                 |                                                             |                  |              |            |        |
| May be released to Defendant:                                                                                                                                                                |                                                             |                  |              |            |        |

End of Case: 2006 CR 000088

We, the greater downtown area residents and nearby neighbors of the proposed Cannabis Dispensary  
Naturals LLC, DBA Naturals with a proposed opening location at 910 North 1<sup>st</sup> Street in Grand Junction,  
CO, are in opposition of the Dispensary opening in our neighborhood.

Other Objection(s)      Name      Address      Signature      Date

- 1 Karen Fischer 136 Teller Karen Fischer 10/4/22
- 2 Hole in the wall  
Teri Gunter 826 N. First. Teri Gunter
- 3 Mad Margarets  
Melinda Sebold 807 N. 1<sup>st</sup> St Melinda Sebold 10/4/22
- 4 Rustic But Elegant  
Cathy Maxville 815 N. 1<sup>st</sup> St. Apt. 81501 Cathy Maxville 10/5/22
- 5 Elizabeth Loeff 128 Teller Ave
- 6 Elizabeth Loeff 128 Teller Ave Elizabeth Loeff 10/5/22
- 7 Laura Lenoble 144 Teller
- 8 Liberah yearwood A step aside Pm n. 1<sup>st</sup> St 838
- 9 Bob Belcastro Belcastro Motors Inc. 841 N. 1<sup>st</sup> St. The West
- 10 John Peck 124 Teller AV GJ John Peck
- 11 Debra Peck 124 Teller AV GJ Debra Peck
- 12 Jason J. Ormang 836 N 1<sup>st</sup> G.J. Jason J. Ormang  
Cavi Cuts Barbershop

EXHIBIT A



We, the greater downtown area residents and nearby neighbors of the proposed Cannabis Dispensary Naturals LLC, DBA Naturals with a proposed opening location at 910 North 1<sup>st</sup> Street in Grand Junction, CO, are in opposition of the Dispensary opening in our neighborhood.

Protection of the public health and safety will not occur with this application since it fails to integrate with the demands of adjacent businesses & residential neighborhoods. Furthermore, the proposed site does not reduce potential negative impacts as reasonably as possible as mandated by the Municipal Code of the City of Grand Junction.

The primary reasons for our opposition are the following:

1: The lack of parking spaces and increase in traffic on adjacent residential streets. Currently there are only 4 on-site parking spaces & 14 shared off-street parking spaces within 500' at the proposed site. The area is already very congested with shared parking needs for customers of Andy's Liquor Store, a closed / for sale Accountant's office at 838 N. 1<sup>st</sup> St (which will someday have its own parking needs), Cavi Cuts Barber Shop, Hole in the Wall Shirt Shoppe, Quick Temps, Grand Mesa Music Mad Margaret's, Rustic but Elegant Home Décor & DIY, as well as 3 short-term rental properties on Teller Ave. between N. 1<sup>st</sup> St. and N. 2<sup>nd</sup> St. The limited parking on busy N. 1<sup>st</sup> St. encourages people for businesses to park onto adjacent residential streets.

2: Public drug use, trespassing, theft and property damage will likely increase by selling cannabis right next door to an existing liquor store and due to the proximity to parks known for transient activity – Lilac Park, Sherwood Park and Hawthorne Park. The combination will also likely attract additional transients to the area which is already a major problem.

3: The proximity and walkable distance for students from two schools: West Middle School is 2750 feet away and Grand Junction High School is 2585 feet away.

4: The proximity to community-oriented services such as the Salvation Army and Alano of Grand Junction.

5: The proximity to Safe Houses located at 204 Teller Ave, 211 Belford Ave, 140 & 226 Gunnison Ave, 125 N. 1<sup>st</sup> Street, 330 Glenwood Ave and 1014 N. 4<sup>th</sup> Street.



We, the greater downtown area residents and nearby neighbors of the proposed Cannabis Dispensary Naturals LLC, DBA Naturals with a proposed opening location at 910 North 1<sup>st</sup> Street in Grand Junction, CO, are in opposition of the Dispensary opening in our neighborhood.

Other Objection(s)      Name      Address      Signature      Date

13

Karli Knudsen      123 Teller Ave      Karl Knudsen      10/6/22

14

HALEY STICKERAD      123 TELLER AVE      HALEY STICKERAD      10-6-22

15

Excellomotors LLC  
Elaine Ervin      931 N 1st #A      Elaine Ervin

16

William Hepworth (Andy's Liquors)      922 N. 1<sup>st</sup> St.      William Hepworth      10-11-22

17

DAN BLUMBERG      127 Teller Ave      Dan Blumberg      10/11/22

18

Kristina Good      127 Teller Ave      Kristina Good      10/11/22

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Protection of the public health and safety will not occur with this application since it fails to integrate with the demands of adjacent businesses & residential neighborhoods. Furthermore, the proposed site does not reduce potential negative impacts as reasonably as possible as mandated by the Municipal Code of the City of Grand Junction.

The primary reasons for our opposition are the following:

1: The lack of parking spaces and increase in traffic on adjacent residential streets. Currently there are only 4 on-site parking spaces & 14 shared off-street parking spaces within 500' at the proposed site. The area is already very congested with shared parking needs for customers of Andy's Liquor Store, a closed / for sale Accountant's office at 838 N. 1<sup>st</sup> St (which will someday have its own parking needs), Cavi Cuts Barber Shop, Hole in the Wall Shirt Shoppe, Quick Temps, Grand Mesa Music Mad Margaret's, Rustic but Elegant Home Décor & DIY, as well as 3 short-term rental properties on Teller Ave. between N. 1<sup>st</sup> St. and N. 2<sup>nd</sup> St. The limited parking on busy N. 1<sup>st</sup> St. encourages people for businesses to park onto adjacent residential streets.

2: Public drug use, trespassing, theft and property damage will likely increase by selling cannabis right next door to an existing liquor store and due to the proximity to parks known for transient activity – Lilac Park, Sherwood Park and Hawthorne Park. The combination will also likely attract additional transients to the area which is already a major problem.

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| Other Objection(s) | Name | Address | Signature | Date |
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|  | RON CREEK | 135 Teller | Ron Creek | 10/12/22 |
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|  | M.S. Creek | 135 Teller | M.S. Creek | 10/12/22 |
|--|------------|------------|------------|----------|

|  |                  |           |                  |          |
|--|------------------|-----------|------------------|----------|
|  | Cathy Carmichael | 270 Texas | Cathy Carmichael | 10-12-22 |
|--|------------------|-----------|------------------|----------|



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**October 11, 2022**  
**c/o Grand Junction City Clerk**  
**Regarding Proposed Cannabis Retail Facilities at 1215 N. First Street and**  
**261 North Avenue**

Greetings,

Unfortunately I am not able to attend the Hearings tomorrow (October 12, 2022) regarding the above two proposed Cannabis Retail Facilities, but want to voice my opposition to the two noted sites. There are many reasons for this opposition which I will briefly describe:

1. Sherwood Park is a park 7 days a week ... but for five of those days the park shelter (by the rest room) is occupied by numerous high school students who are congregating with friends, skipping classes, eating lunch, etc. and that location is less than 1000 feet from both noted pot shops;
2. There are two District 51 schools in close proximity; they are over the arbitrary 1000 foot limit that was used for siting pot shops, but they are clearly within easy walking distance (+/- ¼ mile) of the schools;
3. At one time, siting pot shops within 1000 feet of City Parks was not going to be allowed. Unfortunately this is no longer a criteria, but the heavy family use of Sherwood Park should be recognized;
4. I was a consultant who worked with Happy Camper in Palisade for the permitting of their original location on River Road, as well as their new location on Wine Country Road. Happy Camper realized that the enormous success of their store was causing significant traffic and parking problems and for this reason sought a location where traffic and parking could be accommodated. Kudos to Happy Camper. Both of the noted locations will be a "nightmare" with regards to traffic, parking, and/or access:
  - a. 1215 N. First is currently a cluster with regards to entering and exiting the commercial complex it abuts. This curb cut is offset and too close to West Sherwood Drive, as well as confusing with the curb cuts to the south into the commercial complex. Unless the plan is to tear down the building and rebuild, there is not enough room for parking;
  - b. 261 North Avenue is almost all parking lot, and as it currently stands does not meet the criteria of the Sherwood Park Mixed-Use District criteria (Section 32.52.030 of City Code) which notes "Parking for businesses should occur to the rear or side of businesses, and shared parking facilities are encouraged." Unless the plan is to tear down the building and rebuild, parking is entirely along both North and Third Street;
5. Both of these locations literally abut significant established residential neighborhoods. This is not a compatible use.

I voted for having Retail Cannabis in Grand Junction, and understand the challenges of paring down to a final 10 locations. I have not studied the other 24 locations, but I am certain that there are 10 locations that are more suitable than these two. I have included a graphic that depicts the close proximity of these two locations to two schools, a significant high school student 'hangout' in the park, the City Park and Public Facilities, the access / traffic / and parking concerns. I know the majority of the Sherwood Park Neighborhood Association agrees with the above concerns.

Sincerely,  
Ted and Linda Ciavonne

EXHIBIT A



**From:** [cityclerk](#)  
**To:** [Debbie Kemp](#); [Selestina Sandoval](#); [Janet Harrell](#); [Kerry Graves](#); [Amy Phillips](#)  
**Subject:** FW: retail marijuana shop at 1215 N. 1st St  
**Date:** Monday, October 10, 2022 9:17:57 AM

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**From:** Holiday Cleaners, Inc. <holidaycleaners@acsol.net>  
**Sent:** Monday, October 10, 2022 9:16:46 AM (UTC-07:00) Mountain Time (US & Canada)  
**To:** cityclerk <cityclerk@gjcity.org>  
**Subject:** retail marijuana shop at 1215 N. 1st St

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

I am opposed to a retail marijuana shop at 1215 N. 1<sup>st</sup> street. While it is more than 1000 from the nearest school, many students spend time at Sherwood Park both during school hours and after. I feel that these shops should be located in areas that are distant from residences, schools, and parks. The 1215 N. 1<sup>st</sup> St location is also likely to cause traffic problems due to the location of the site.

Regards,

Mike Sitz

Holiday Cleaners, Inc.

1251 N. 3<sup>rd</sup> St.

**From:** [cityclerk](#)  
**To:** [Debbie Kemp](#); [Selestina Sandoval](#); [Janet Harrell](#); [Kerry Graves](#); [Amy Phillips](#)  
**Subject:** FW: Re Pot Shops hearing on 12th  
**Date:** Monday, October 10, 2022 9:59:46 AM

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**From:** Lori Powell <lolos.lori@gmail.com>  
**Sent:** Monday, October 10, 2022 9:59:36 AM (UTC-07:00) Mountain Time (US & Canada)  
**To:** cityclerk <cityclerk@gjcity.org>  
**Subject:** Re Pot Shops hearing on 12th

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

Hello. As residents of the Sherwood Park neighborhood, as well as current (and former) public school teachers, we have concerns about the application for pot shops in our neighborhood.

Both the location at 1215 N. 1st and the one at 261 N. Avenue are too close to the south Shelter / GJHS.

At any given time - on any day school is in session - the south Sherwood Park shelter (very near these proposed locations) is full of high school students.

In addition to the nearness to regular student hangouts, Pot shops amidst residential areas seems like something to be avoided if other locations are being applied for at this time

Thank you for your time,

Sincerely, Lori & Lance Powell  
1502 E Sherwood Dr  
970-256-1840