AGENDA

TOWN OF PARACHUTE
BOARD OF TRUSTEES REGULAR MEETING
SEPTEMBER 17, 2015

222 GRAND VALLEY WAY, PARACHUTE, CO
6:30 P.M.

(A) ROLL CALL

(B) PLEDGE OF ALLEGIANCE

(C) APPROVE AGENDA

(D) CONSENT AGENDA:

(1) MINUTES FROM THE AUGUST 20, 2015, REGULAR MEETING
(2) EXPENDITURES PAID IN AUGUST 2015

(E) COMMENTS FROM CITIZENS REGARDING ITEMS NOT ON THE AGENDA

The Board of Trustees welcomes you and thanks you for your time and concerns.
If you wish to address the Board of Trustees, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the Board. Your comments will be limited to **three (3) minutes**. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town Staff for follow-up. Thank you.

PLEASE SILENCE ALL CELL PHONES, PAGERS, AND HAND HELD DEVICES. THANK YOU.

(F) DEPARTMENTAL REPORTS:

(1) Mayor and Board of Trustees ..... Mayor and Trustees
(2) Town Manager Monthly Update ..... Stuart McArthur, Town Manager
(3) Police Department Monthly Update ..... Cary Parmenter, Police Chief
(4) Public Works Monthly Update ..... Mark King, Director of Public Works

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(G) DISCUSSION WITH THE GRAND VALLEY FIRE PROTECTION DISTRICT REGARDING THE LEASED PROPERTY AT 200 GRAND VALLEY WAY.

GRAND VALLEY FIRE PROTECTION DISTRICT:

BOARD PRESIDENT: KEVIN WHELAN
FIRE CHIEF: DAVID BLAIR

(H) BOARD CONSIDERATION OF A LIQUOR LICENSE RENEWAL APPLICATION FOR A 3.2 BEER OFF-PREMISE LICENSE

APPLICANT: Rocky Mountain C Stores Inc.

D.B.A.: Rocky Mountain C Stores

ADDRESS: 201 S. Columbine Court
Parachute, CO 81635

STAFF: S. DENISE CHIARETTA, TOWN CLERK
CARY PARMENTER, POLICE CHIEF

(I) CONTINUATION OF PUBLIC HEARING BEFORE THE TOWN OF PARACHUTE BOARD OF TRUSTEES IN CONSIDERATION OF A DEVELOPMENT REVIEW APPLICATION FROM THE TOWN OF PARACHUTE

APPLICANT/OWNER: Town of Parachute
222 Grand Valley Way
Parachute, CO 81635

PROJECT NAME: Revisions to its Municipal Code: Title 15 (Town of Parachute Land Use Regulations), Article 4 subdivision and more specifically, those sections pertaining to minor sub-divisions.

PROJECT LOCATION: N/A

LEGAL DESCRIPTION: N/A

STAFF: STUART McARTHUR, TOWN MANAGER
JEFFREY CONKLIN, TOWN ATTORNEY

(J) BOARD CONSIDERATION AND APPROVAL OF ORDINANCE: NO. 685

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING TITLE 15 OF THE PARACHUTE MUNICIPAL CODE REGARDING MINOR SUBDIVISIONS AND LAND USE APPLICATION TIMELINES.

STAFF: STUART McARTHUR, TOWN MANAGER
JEFFREY CONKLIN, TOWN ATTORNEY

(K) BOARD CONSIDERATION OF PROPOSED ORDINANCE (INITIATIVE): NO. 688

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO PROHIBITING THE OPERATION OF MARIJUANA CULTIVATION FACILITIES, MARIJUANA PRODUCT MANUFACTURING FACILITIES, MARIJUANA TESTING FACILITIES, AND RETAIL MARIJUANA STORES; AND REPEALING IN ITS ENTIRETY ORDINANCE NO. 683 AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, REPEALING SECTION 11.08.150 OF THE PARACHUTE MUNICIPAL CODE PROHIBITING CRIMINALIZING THE OPERATION OF RETAIL MARIJUANA FACILITIES AND ADDING A NEW CHAPTER 6.11 TO TITLE 6 OF THE PARACHUTE MUNICIPAL CODE TO GOVERN LICENSING, AND OPERATION OF RETAIL MARIJUANA CULTIVATION FACILITIES, TESTING FACILITIES, PRODUCT MANUFACTURING FACILITIES, AND STORES.

STAFF: STUART McARTHUR, TOWN MANAGER
JEFFREY CONKLIN, TOWN ATTORNEY

(L) PUBLIC HEARING BEFORE THE TOWN OF PARACHUTE BOARD OF TRUSTEES IN CONSIDERATION OF AN APPLICATION FOR RETAIL LICENSE FOR A MARIJUANA RETAIL STORE

APPLICANT/OWNER:	Cannabist Castle Supermarket & Dispensary Lounge, LLC DBA: The Kind Castle
PROJECT NAME:	Application for license from the Town of Parachute for a retail marijuana store.
PROJECT LOCATION:	248 East First Street Parachute, CO 81635
LEGAL DESCRIPTION:	Assessor Parcel No: 240912113007 Section: 12 Township: 7 Range: 96 Subdivision: ORIGINAL TWNSTE PARACHUTE Block: 6 Lot: 10 THRU - Lot: 12

STAFF: STUART McARTHUR, TOWN MANAGER
JEFFREY CONKLIN, TOWN ATTORNEY

(M) PUBLIC HEARING BEFORE THE TOWN OF PARACHUTE BOARD OF TRUSTEES IN CONSIDERATION OF AN APPLICATION FOR RETAIL LICENSE FOR A MARIJUANA RETAIL STORE

APPLICANT/OWNER:	Parachute Green Joint, LLC DBA: The Green Joint
PROJECT NAME:	Application for license from the Town of Parachute for a retail marijuana store.
PROJECT LOCATION:	315 East First Street Parachute, CO 81635
LEGAL DESCRIPTION:	Assessor Parcel No: 240912100029 Section: 12 Township: 7 Range: 96 Subdivision: PARK ADD Block: 32 Lot: 1 THRU - Lot: 7, Subdivision: PARK ADD Lot: 0 S. 66.8' OF EXCEPT PT. I-70 ROW

STAFF: STUART McARTHUR, TOWN MANAGER
JEFFREY CONKLIN, TOWN ATTORNEY

(N) BOARD APPOINTMENT AND SWEARING IN OF NEW TRUSTEE TO THE BOARD OF TRUSTEES TO REPLACE NORMAN FECK WHO RESIGNED JULY 16, 2015

APPLICANTS: CHRIS JACKSON
TRAVIS SPROLES

STAFF: STUART McARTHUR, TOWN MANAGER
S. DENISE CHIARETTA, TOWN CLERK

(O) APPOINT NEW MEMBER OF THE GARFIELD COUNTY WEED BOARD DUE TO RESIGNATION OF S. DENISE CHIARETTA

STAFF: STUART McARTHUR, TOWN MANAGER

(P) OTHER MATTERS

1. **BOARD CONSIDERATION OF AND APPROVE MAYOR TO SIGN LETTER FROM THE LOWER VALLEY TRAILS GROUP (LoVa) TO GOVERNOR JOHN HICKENLOOPER IN SUPPORT OF THE GOVERNOR'S TRAILS INITIATIVE 16 BY 16.**

(Q) EXECUTIVE SESSION

FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER C.R.S. SECTION 24-6-402(4)(E); SUBJECT: PROPERTY SALE / LEASE

STAFF: STUART McARTHUR, TOWN MANAGER

(R) MOTION TO ADJOURN

Adjourned at: _____ p.m.

MINUTES TOWN OF PARACHUTE

BOARD OF TRUSTEES REGULAR MEETING
AUGUST 20, 2015

MEETING CALLED TO ORDER BY MAYOR McCLUNG AT 6:33 P.M.

(A) ROLL CALL:

TRUSTEES PRESENT:	**JOHN LOSCHKE** **DANIEL MANZANARES** **TIM OLK** **TOM RUGAARD** **JUANITA WILLIAMS**
TRUSTEES ABSENT:	**NONE**
STAFF PRESENT:	**TOWN MANAGER, Stuart McArthur** **TOWN CLERK, Denise Chiaretta** **POLICE CHIEF, Cary Parmenter** **PUBLIC WORKS DIRECTOR, Mark King**

AUDIENCE/PUBLIC ATTENDANCE LIST ATTACHED

(B) PLEDGE OF ALLEGIANCE

(C) APPROVE AGENDA:

Town Manager McArthur stated that he would like to move Item "S" up to follow Item "N."

MOTION NO. 1:

Moved and seconded by Trustees Manzanares / Loschke to approve the agenda with the change of moving Item "S" to follow item "N."

Motion Passed Unanimously

(D) CONSENT AGENDA:

(1) MINUTES FROM THE JULY 16, 2015, REGULAR MEETING
(2) EXPENDITURES PAID IN JULY 2015

MOTION NO. 2:

Moved and seconded by Trustees Loschke / Olk to approve the Consent Agenda that includes the July 16, 2015, Minutes and the July 2015 Expenditures

Motion Passed Unanimously

(E) COMMENTS FROM CITIZENS REGARDING ITEMS NOT ON THE AGENDA

Pamela Jarrett of 184 South 2nd Court stated that she believes that the Board of Trustees and Town staff should have done more than just put on the back of the utility cards that the Town was considering approving an ordinance allowing retail marijuana establishments in Town.

Ms. Jarrett believes that this should have gone to a vote of the people and she is working towards that goal.

Bryce Minter of 406 Yarrow Circle also spoke about the citizens of Parachute making the decision on having retail marijuana in the Town of Parachute.

Dr. Kevin Colman of 101 Monument Ridge Road Battlement Mesa spoke about how marijuana effects the growth of young children's learning ability. He spoke about studies that show how marijuana effects young children and leads to using hard drugs.

Ron Jarrett of 184 South 2nd Court also spoke about the Town's Charter stating the citizens believe that the government of Parachute exists to serve the people of the Town of Parachute, and it has been working well in the past, but now with financial times being bad, it seems like a good idea to have retail marijuana as he feels that it will not help the economy and he believes that the Board of Trustees should let the people vote now and not put it off for another year.

(F) DEPARTMENTAL REPORTS:

(1) Mayor and Board of Trustees ..... Mayor and Trustees

Trustee Williams stated that Neighborhood Watch was having a BBQ in Tells Meadows on the 29th of August at 5:00 p.m.

Trustee Rugaard stated that he would try to make the next Garfield Energy Advisor Board meeting

Trustee Olk stated that his wife works in real estate and there has been a great interest in empty commercial buildings in Parachute.

(2) Town Manager Monthly Update ..... Stuart McArthur, Town Manager

Town Manager McArthur gave an over view of sales tax revenue and stating he is working on budget right now.

Town Manager McArthur informed the Board that he and Community Development Specialist Wingfield have been busy communicating with businesses wanting to come into Town and it is all contingent on the Marijuana retail business coming to Town.

(3) Police Department Monthly Update ..... Cary Parmenter, Police Chief

Chief Parmenter stated that it was nice to get out in the community with National Night Out and Grand Valley Days and both events went well.

(4) Public Works Monthly Update ..... Mark King, Director of Public Works

Public Works Director stated that sewer line cleaning has been started this week and yesterday it came to a halt due some slug in the line which at first was thought to be oil, it was taken to Battlement Mesa Sewer Plant to be analyzed. It is not oil it is organic and slug from the car wash, the line is almost plugged it will have to be cleaned out and hauled to South Canyon

(G) BOARD CONSIDERATION OF A HOTEL LIQUOR LICENSE RENEWAL APPLICATION

APPLICANT: DIANA LAWRENCE-TOMPKINS AND MELISSA JOHNSON
DBA MAMA'S RESTAURANT

ADDRESS: 103 E First Street
Parachute, CO 81635

Mayor McClung asked Town Clerk Chiaretta if the application was in order and the fees were paid.

Town Clerk Chiaretta stated the yes the application was in order and fees were paid.

Mayor McClung asked Police Chief Parmenter if there had been any problems at the restaurant.

Police Chief Parmenter stated there had been none.

MOTION NO. 3:

Moved and seconded by Loschke/ Williams to renew the Hotel Restaurant Liquor License for Diana Lawrence Tompkins and Melissa Johnson D.B.A. Mama's Restaurant

Motion Passed with Trustees Loschke, Williams, Olk and Manzanares voting yes and Trustee Rugaard voting no.

(H) PUBLIC HEARING BEFORE THE TOWN OF PARACHUTE BOARD OF TRUSTEES IN CONSIDERATION OF A DEVELOPMENT REVIEW APPLICATION FROM URSA OPERATING COMPANY INC.

APPLICANT/OWNER: Ursa Operating Company Inc.
1050 17th Street, Suite 2400
Denver, CO 80265

792 Buckhorn Drive
Rifle, CO 81650

PROJECT NAME: Application for watershed permit for a 16" gas pipeline and a 10" waterline

PROJECT LOCATION: Running from current Tompkins pad location in Section 5, South/West to the Summit MS connection point in Section 16.

LEGAL DESCRIPTIONS: Township 7 South, Range 95 West Sections 5, 8, 9, 16, and 17 involving a 16" gas pipeline and 10" water pipeline running from the current Tompkins pad in Section 5 south/west to Summit MS connection point in Section 16

Mayor McClung called the Public Hearing called to order at 7:29

Jim Neu asked Ursa Operating Company to come forward and make their presentation to the Board

Robert Lyle and Jason Raley from Ursa Operating Company gave a brief overview of their plan.

All of their operations are in Colorado and they have approximately eighty pads and three hundred wells.

They submitted a request for a watershed permit from the Town approximately a year ago for the Tompkins pad

which is across the river. They invested an extra $100,000 above what was needed on that pad.

Now they are applying for a watershed Permit for the Tompkins Lateral Pipeline / Monument Ridge B Well Pad.

There was general discussion about a performance bond and what extra precautions needed to be taken due to the location of the well pad and what would be done to reduce the footprint when the drilling was complete.

Town Attorney Neu then explained to the Board that the reason this application has come before the Board was due to the Town's watershed ordinance even though this is in unincorporated county. Noise, light etc. are not a concern on this application. Only the potential of contamination of the Town's water supply are of concern. Town Attorney Neu introduced Michael Erion, PE with Resource Engineering Inc.

Mr. Erion stated that he has reviewed the Watershed District Permit Application at the request of the Town of Parachute.

Mr. Erion reviewed the Application within the requirements of the Town's Ordinance and he recommended approval of the Watershed District Permit with the following conditions.

RECOMMENDATION

In accordance with Section 9.15.05(B)5., RESOURCE recommends approval of the Watershed District Permit with the following conditions.

1. The permit approves construction of the Tompkins Lateral 16 inch gas pipeline and 10 inch produced water pipeline, as outlined in the application submittal and the detailed design drawings contained therein.

2. The Applicant shall line the pipeline trench within the Town's spring area watershed to prevent any leaks from reaching the ground water.

3. The permit approves construction of the Monument Ridge B Well Pad and construction of up to 18 gas wells. The Applicant shall provide written notice to the Town of such well construction at least 15 days prior to construction. The Town shall approve or forward to the Board of Trustees within 15 days.

4. The Applicant shall provide the Town at least 30 days' notice prior to construction of the pipelines (such notice has already been provided for the pipeline assuming approval of the permit). The project shall be subject to inspections during construction by Town staff and/or its consultants. Post construction inspections will be made biannually, or more frequently if needed), until all permanent mitigation measures (revegetation, grass berms/swales, etc.) are deemed complete by the Town. The Applicant shall be responsible for all costs associated with such inspections.

5. The Applicant shall comply with all provisions of its State and County permits.

6. The Applicant shall comply with all provisions of its Spill Prevention Control and Countermeasure Plan, Storm Water Management Plan, Emergency Response Plan, weed Management Plan, Reclamation and Revegetation Plan, and Engineering Standards, developed for each site or facility.

7. All applicable conditions of approval associated with the Tompkins Well Pad are included herein by reference.

8. A bond for the benefit of the Town in a form approved by the Town, should be in place to cover any clean up, restoration, or other conditions that may present a potential hazard to the Town's water facilities and water supply.

The bond should cover all existing facilities within the Town's Watershed Districts. RESOURCE recommends $100,000 for every 8 well pads or fraction thereof located within the Watershed District plus a $25,000 bond for the pipeline. The pipeline bond will be released upon completion of construction and establishment of revegetation at 80 percent cover as determined by the Town.

There was general discussion regarding the conditions Mr. Erion presented.

URSA had a problem with item number 2 regarding lining the pipeline trench within the Town's spring area watershed to prevent any leaks from reaching the ground water.

Mr. Lyle stated that there hundreds of miles of pipelines that are in not only Parachutes watershed but in other towns also and lining the trench is not practical and if it ever needed to be repaired they would have to put bentonite at that time, it is a short line and there are no valves he sees no need for a lining.

Trustee Loschke asked what the footage amount that is being talked about is.

Mr. Erion replied that it is approximately fifty (50) feet or less at the end of the bore on the road side of the pad where is comes onto the well pad it is lined and as it is the water line it will only be used about thirty (30) days a year.

Town Attorney Neu stated that the bond was to make sure URSA carried out all of the conditions of the permit and if URSA comes back to do another a third well pad this bond would be carried over when the permit is issued for a third pad.

Mayor McClung asked if there were any members of the public that would like to speak.

Travis Sproles of 159 South 2nd Court asked about the monitors on the well.

Ursa replied that ALS does professional testing on the wells.

Mayor McClung closed the Public Hearing at 8:15 p.m.

Mayor McClung stated if the Board had any comments.

There being none Mayor McClung asked for a motion.

MOTION NO.4

Moved and seconded by trustees Loschke / Rugaard to approve the water shed permit with the removal of condition no. 2.

Motion passed unanimously

Mayor McClung called for a 10 minute recess at 8:15 p.m.

At 8:25 Mayor McClung reconvened the meeting.

(I) PUBLIC HEARING BEFORE THE TOWN OF PARACHUTE BOARD OF TRUSTEES IN CONSIDERATION OF A DEVELOPMENT REVIEW APPLICATION FROM THE TOWN OF PARACHUTE

APPLICANT/OWNER: Town of Parachute

	222 Grand Valley Way Parachute, CO 81635
PROJECT NAME:	Revisions to its Municipal Code: Title 15 (Town of Parachute Land Use Regulations), Article 4 subdivision and more specifically, those sections pertaining to minor sub-divisions.
PROJECT LOCATION:	N/A
LEGAL DESCRIPTIONS:	N/A

Town Manager McArthur asked that this be continued until the September 17, 2015 meeting.

MOTION NO. 5:

Moved and Seconded by Trustees Loschke / Rugaard to Continue the Public Hearing to the September, 2015 meeting as requested by staff.

Motion passed unanimously

(J) BOARD CONSIDERATION AND APPROVAL OF ORDINANCE NO: 685

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING TITLE 15 OF THE PARACHUTE MUNICIPAL CODE REGARDING MINOR SUBDIVISIONS AND LAND USE APPLICATION TIMELINES.

Tied to Item I Continued to September 17, 2015.

(K) CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND RESOURCE ENGEERING INC. TO PROVIDE PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, WATER RIGHTS, WATER RESOURCE MANAGEMENT, WATER SUPPLY PLANNING, AND REGULATORY REVIEW AND APPROVE MAYOR TO SIGN

Town Manager McArthur stated that the Board had already been introduced to Mr. Erion. It became evident with the last application that the Town needs a water engineer and even Mr. Austin stated he is not a water engineer.

Mr. Erion informed the Board that he is a registered professional engineer, civil engineer degree and mostly works with water rights and water resources have been consulting with Garfield County for seven years on water shed permits and regulatory review and has also been working with companies in this area for twelve years.

MOTION NO. 6:

Moved and Seconded by Trustees Loschke / Rugaard to enter into a Professional Services Agreement with Resource Engineering Inc. and approve Mayor to sign the same.

Motion Passed Unanimously

(L) BOARD CONSIDERATION AND APPROVAL OF ORDINANCE NO: 686

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, ADOPTING A NEW CHAPTER 6.12 TO TITLE 6 OF THE PARACHUTE MUNICIPAL CODE TO GOVERN THE LICENSING, ADMINISTRATION, AND REGULATION OF ALCOHOL AND LIQUOR RELATED BUSINESSES.

Town Manager McArthur stated that currently the Town has no code or guide lines for liquor licensing. We currently use the State statues.

This will allow the Town to issue special events permits without going before the Board.

MOTION NO. 7:

Moved and Seconded by Trustees Loschke / Olk to approve Ordinance NO 686

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, ADOPTING A NEW CHAPTER 6.12 TO TITLE 6 OF THE PARACHUTE MUNICIPAL CODE TO GOVERN THE LICENSING, ADMINISTRATION, AND REGULATION OF ALCOHOL AND LIQUOR RELATED BUSINESSES.

Motion passed unanimously

(M) BOARD CONSIDERATION OF INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND GARFIELD COUNTY CLERK AND RECORDER TO PARTICIPATE IN A COORDINATED ELECTION WITH THE COUNTY IN NOVEMBER AND APPROVE THE MAYOR TO SIGN.

MOTION NO.8:

Moved and seconded by Williams/ Loschke to enter into the IGA with Garfield County

Motion Passed unanimously

(N) BOARD CONSIDERATION AND APPROVAL OF ORDINANCE NO: 687

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO TO ENACT AN EXCISE TAX ON UNPROCESSED RETAIL MARIJUANA WHEN IT IS FIRST SOLD OR TRANSFERRED BY A RETAIL MARIJUANA CULTIVATION FACILITY, TO USE THE FUNDS FROM SUCH TAXES TO FUND THE TOWN'S GENERAL OPERATIONS, AND TO SUBMIT THIS ORDINANCE FOR APPROVAL OF THE REGISTERED VOTERS OF THE TOWN OF PARACHUTE AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2015.

Town Manager McArthur stated that entering into the IGA allows the Town to have this question on the ballot in the November election following the Board's direction last month to move forward with an excise tax on unprocessed retail marijuana when it is first sold or transferred by a retail marijuana cultivation facility.

MOTION NO. 9:

Moved and Seconded by Trustees Williams / Loschke to Approve Ordinance NO: 687

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO TO ENACT AN EXCISE TAX ON UNPROCESSED RETAIL MARIJUANA WHEN IT IS FIRST SOLD OR TRANSFERRED BY A RETAIL MARIJUANA CULTIVATION FACILITY, TO USE THE FUNDS FROM SUCH TAXES TO FUND THE TOWN'S GENERAL OPERATIONS, AND TO SUBMIT THIS ORDINANCE FOR APPROVAL OF THE REGISTERED VOTERS OF THE TOWN OF PARACHUTE AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2015.

Motion Passed unanimously

(S) BOARD CONSIDERATION OF SETTLEMENT AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND TELL'S MEADOW HOMEOWNERS ASSOCIATION, INC. AND ENERGY

RESOURCES TECHNOLOGY LAND, INC. REGARDING THE ACCEPTANCE OF OWNERSHIP OF THE PUBLIC IMPROVEMENTS RELATED TO YARROW CIRCLE AND WILDROSE LANE AND APPROVE THE MAYOR TO SIGN

Town Manager McArthur gave a brief overview of the history of the streets in the Tells Meadow subdivision. Wildrose Lane and Yarrow Circle were never dedicated to the Town as they were considered internal streets to the development, the homeowners association has asked the Town to take over these streets and this is the settlement that was agreed upon, we will accept these streets with a quick claim deed and then the Town will have the legal right to decide on the use of the streets.

MOTION NO: 10:

Moved and seconded by Trustees Rugaard / Olk to accept the agreement and approve the Mayor to sign.

Motion Passed unanimously.

Town Manager McArthur explained to the Board that the following three resolution were in support of grant applications and asked Town Attorney Neu if the Board could make one motion to cover all three.

Town Attorney Neu stated that they could and in the future they could be put on the consent agenda.

(O) BOARD CONSIDERATION AND APPROVAL OF RESOLUTION NO: 2015-17

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE COLORADO STATE DEPARTMENT OF LOCAL AFFAIRS FOR THE HISTORIC DOWNTOWN PARACHUTE FIRST STREET IMPROVEMENT PROJECT

MOTION NO. 11:

Moved and Seconded by Trustees Loschke / Williams to adopt Resolutions NO.2015-17, NO. 2015-18 and NO. 2015-19

NO. 2015-17

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE COLORADO STATE DEPARTMENT OF LOCAL AFFAIRS FOR THE HISTORIC DOWNTOWN PARACHUTE FIRST STREET IMPROVEMENT PROJECT

NO. 2015-18

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE HISTORIC DOWNTOWN PARACHUTE FIRST STREET IMPROVEMENT PROJECT

NO. 2015-19

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE UTILITY LINE MOVEMENT ON FIRST STREET PROJECT

(P) BOARD CONSIDERATION AND APPROVAL OF RESOLUTION NO: 2015-18

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE HISTORIC DOWNTOWN PARACHUTE FIRST STREET IMPROVEMENT PROJECT

(Q) BOARD CONSIDERATION AND APPROVAL OF RESOLUTION NO: 2015-19

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE UTILITY LINE MOVEMENT ON FIRST STREET PROJECT

Motion Passed unanimously.

(R) BOARD CONSIDERATION OF GRANT AGREEMENT WITH THE COLORADO STATE DEPARTMENT OF LOCAL AFFAIRS FOR THE PURPOSE OF CONDUCTING THE ENGINEERING FOR A PEDESTRIAN SIDEWALK ACROSS I-70 AND RAILROADS AND APPROVE MAYOR TO SIGN.

Town Manager McArthur asked if there were any questions. There were none.

Moved and seconded by Trustees Rugaard / Olk to enter into a Grand Agreement with the Colorado Department of Local Affairs for the purpose of conducting the engineering for a Pedestrian Sidewalk across I-70 and the Railroads.

Motion Passed unanimously.

(T) OTHER MATTERS

Mayor McClung addressed the thank you notes.

1. Thank You from Lift Up
2. Thank You from River Bridge

Town Manager McArthur stated he had one more request the community golf course is coming up and they are going to come before the Board and ask for a sponsorship. Sponsoring a hole is much cheaper than sponsoring a team. This is to raise money for the Parachute/ Battlement Mesa Parks and Recreation.

(U) EXECUTIVE SESSION

FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER C.R.S. SECTION 24-6-402(4)(E); SUBJECT: PROPERTY SALE

Moved and seconded by Trustees Williams / Olk to move into Executive Session FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER C.R.S. SECTION 24-6-402(4)(E); SUBJECT: PROPERTY SALE

Motion Passed unanimously.

Moved into Executive Session at 8:49 p.m.

Persons present at Executive Session were Trustees John Loschke, Daniel Manzanares, Juanita Williams, Tom Rugaard, Tim Olk, Mayor Roy McClung, Town Manager Stuart McArthur, and Town Clerk Denise Chiaretta.

Executive Session concluded at 9:07 p.m.

Town Manager McArthur stated for the record that he received direction on a sale of Town property and will move forward as directed.

(V) MOTION TO ADJOURN

Moved and Seconded by Trustees Williams/ Rugaard to adjourn.

Vocal Vote passed unanimously.

Adjourned at: 9:09 p.m.

Signed: _____

Mayor

ATTEST:

_____

Town Clerk

DRAFT

EXPENSES PAID IN AUGUST 2015 Payee or Description	Date	Check Number	Check Amount
Payflex Health Hub CDM Ref # 26	8/3/2015	1	$212.08
Health Hub Reimbursment CDM Ref. # 27	8/17/2015	2	$91.25
PAYLOCITY PAYROLL FEE	8/15/2015	3	$33,330.54
HAYWORTH NSF CHECK	8/3/2015	4	$120.33
CDM Ref # 28 Payflex Health Hub	8/31/2015	5	$162.75
AFLAC	8/3/2015	20153	$657.93
CEBT	8/3/2015	20154	$16,431.10
DEPENDABLE WASTE SERVICES	8/3/2015	20155	$4,617.00
FIRE AND POLICE PENSION ASSOC.	8/3/2015	20156	$1,722.07
KANSAS CITY LIFE INS.	8/3/2015	20157	$649.96
LIBERTY NATIONAL LIFE INSURANCE CO.	8/3/2015	20158	$151.78
ORCHARD TRUST COMPANY, LLC	8/3/2015	20159	$2,384.03
BATTLEMENT MESA METROPOLITAN DISTRICT	8/10/2015	20160	$13,398.00
BETTER CITY	8/10/2015	20161	$22,500.00
GRAND VALLEY PARK ASSOCIATION	8/10/2015	20162	$3,599.63
SAFEBUILT, INC.	8/10/2015	20163	$109.88
STUART S. MCARTHUR	8/10/2015	20164	$752.57
THE LITTLE COFFEE SHACK	8/10/2015	20165	$1,295.01
TIFFANY M MERRIAM	8/10/2015	20166	$243.00
WELLS FARGO BUSINESS	8/10/2015	20167	$29.99
WELLS FARGO BUSINESS	8/10/2015	20168	$2.54
WELLS FARGO BUSINESS	8/10/2015	20169	$633.25
WELLS FARGO VISA	8/10/2015	20170	$49.58
FIRE AND POLICE PENSION ASSOC.	8/14/2015	20171	$1,722.07
ORCHARD TRUST COMPANY, LLC	8/14/2015	20172	$2,384.03
JUSTIN MAYFIELD	8/18/2015	20173	$1,098.17
AUSTIN CIVIL GROUP, INC.	8/20/2015	20174	$575.00
DESKTOP CONSULTING, INC.	8/20/2015	20175	$155.00
GARFIELD DEPT. OF HUMAN SERVICE	8/20/2015	20176	$3,488.29
GRAND VALLEY PARK ASSOCIATION	8/20/2015	20177	$10.00
HACH	8/20/2015	20178	$255.68
HILL AND ROBBINS P.C.	8/20/2015	20179	$46.78
JAY KETCHEM & FRIENDS	8/20/2015	20180	$1,000.00
JC EXCAVATING, INC.	8/20/2015	20181	$2,000.00
KARP, NEU, HANLON P.C.	8/20/2015	20182	$8,952.14
R & S SALES & WELDING SERVICE	8/20/2015	20183	$12.00
STEVEN A. NOFZIGER	8/20/2015	20184	$375.00
SWALLOW OIL COMPANY	8/20/2015	20185	$45.34
TY MORGAN	8/20/2015	20186	$3,000.00
UMB	8/20/2015	20187	$11,939.21
WESTERN SLOPE CONSULTING, LLC	8/20/2015	20188	$4,508.47
TOWN OF SILT	8/28/2015	20189	$45.00
TOTAL			**$144,756.45**

Town of Parachute

A Safe Place to Land

Stuart S. McArthur, Town Manager

Integrity • Respect • Teamwork • Pride • Innovation • Diversity

222 Grand Valley Way • Parachute, CO 81635 • (970) 285-7630

DATE: **September 17, 2015**

TO: **Board of Trustees**

FROM: **Stuart S. McArthur, Town Manager**

SUBJECT: **TOWN MANAGER MONTHLY REPORT – SEPTEMBER 2015**

The purpose of this memo is to report to the Board of Trustees the activities of the Town during the past month and to review issues for upcoming meetings.

1. Sales tax report showing current month sales tax and comparing the last three years is attached to this report. You will note that sales tax YTD is down nearly 21% from last year at this time. We are down 22.45% from the 2015 budgeted amount. I am watching this trend carefully and necessary actions are being taken to reduce expenditures.

   At this point, I am still projecting general sales tax at $750,000 for 2016 – a 30% reduction from the 2015 budgeted amount and a 29% reduction from the 2014 actual receipts.

2. The 2015 Budget Tracking Report Summary is also attached. Through August 66.67% of the year has passed. The budget is tracking well. We are being very conservative in our spending. Overall the projected ending fund balances are good, with the exception of the Wastewater Fund. The Town experienced a large hit (nearly $40,000) due to a sludge problem that was encountered during the jetting of the lines. A supplemental may be required later in the year. I will keep an eye on it.

3. The Comprehensive Plan is back on track. The updated draft of Phase I, Phase II, and Phase IV of the project have been completed. I have met meeting with Better City to discuss refinement of the documents and plans. To get a better handle on the potential impact of the marijuana businesses in the Town, I have met with BBC, as consulting firm out of Denver to request a more detailed and specific economic projection. The cost of this study, at least in part, will be deducted from the contractual amount of Better City.

4. The Colorado Municipal League held its annual District 11 meeting on Wednesday, September 9th in Silt. Mayor Pro Tem Williams and Trustee Manzaneres attended the meeting with me.

5. One of the issues that came up during a meeting with the COGCC for the Town is the need to better coordinate with Garfield County for future drilling sites and natural gas operations outside and in areas that are included in our comprehensive planning area. I met with Kirby Winn and Tamra Allen of the County and discussed how the Town can be included in any further proposals that come to the County.

6. The affidavit requesting an election regarding an election regarding the prohibition of marijuana was received on July 24th. The Town has certified the petition. The Board will be seeing a proposed ordinance from the petition during tonight's meeting.

7. **Upcoming Issues:**

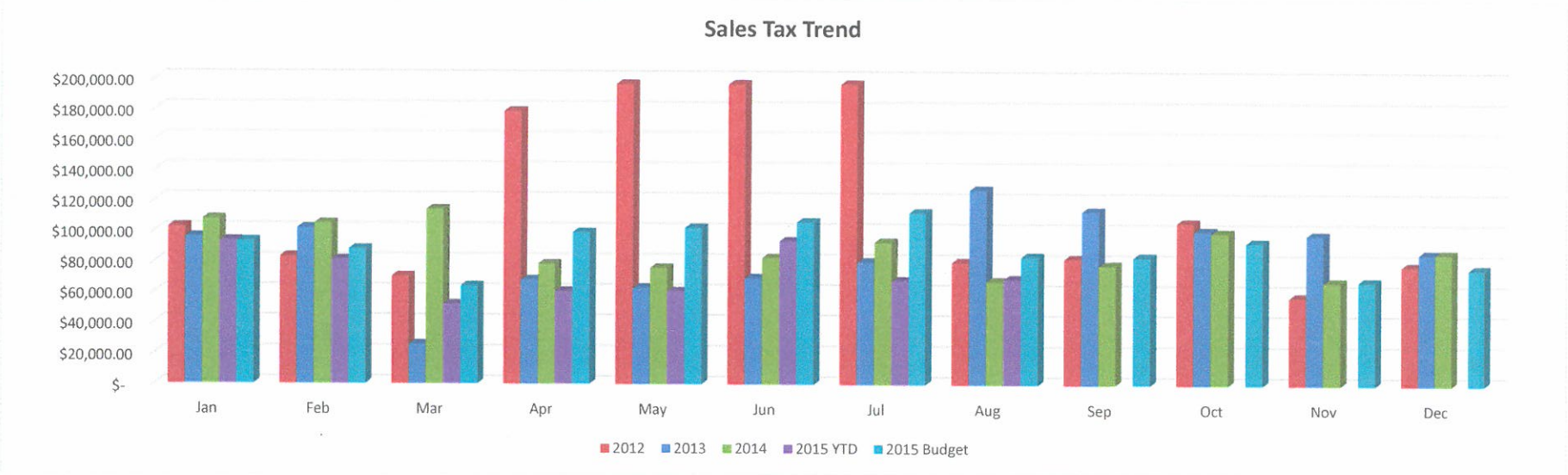
   a. Agenda Items:
      i. Water rate issue for those residents without irrigation access.
      ii. Fire district sale agreement
      iii. Bee ordinance
      iv. Rabbits ordinance
      v. Annexation zoning
      vi. Survey and easements for Town water/electric/road facilities within the Battlement Mesa Company property
      vii. 2016 Budget meetings: September 17, October 15, and December 10 (special meeting due to deadline for certification of mill levy to Garfield County)
      viii. Applications for marijuana establishments

If you have questions or concerns, contact me at 970.285.7630 or stuartmc@parachutecolorado.com.

Town of Parachute
Sales Tax Trend Analysis - 2015

Month Received	Month Paid*	Actuals 2012	2013	2014	2014 YTD 2015	2015 YTD	2015 Budget	% Over / -Under Budget	YTD % Compared to 2014	Actual Compared to Budget
Jan	Nov	$ 102,462.53	$ 95,706.59	$ 107,541.87	$ 107,541.87	$ 93,340.02	$ 93,034.20	0.33%	-13.21%	0.33%
Feb	Dec	$ 82,967.67	$ 101,588.06	$ 104,702.30	$ 104,702.30	$ 81,163.74	$ 88,027.22	-7.80%	-22.48%	-7.80%
Mar	Jan	$ 70,051.54	$ 25,564.29	$ 113,904.74	$ 113,904.74	$ 51,821.09	$ 63,761.46	-18.73%	-54.50%	-18.73%
Apr	Feb	$ 178,676.32	$ 67,891.55	$ 78,277.62	$ 78,277.62	$ 60,420.09	$ 98,857.22	-38.88%	-22.81%	-38.88%
May	Mar	$ 196,401.77	$ 62,753.99	$ 75,764.05	$ 75,764.05	$ 60,555.16	$ 101,923.05	-40.59%	-20.07%	-40.59%
Jun	Apr	$ 196,401.77	$ 69,165.79	$ 82,490.46	$ 82,490.46	$ 93,419.42	$ 105,921.28	-11.80%	13.25%	-11.80%
Jul	May	$ 196,401.77	$ 79,877.98	$ 92,727.04	$ 92,727.04	$ 67,717.37	$ 112,296.42	-39.70%	-26.97%	-39.70%
Aug	Jun	$ 79,785.87	$ 127,189.55	$ 67,447.53	$ 67,447.53	$ 68,804.28	$ 83,512.60	-17.61%	2.01%	-17.61%
Sep	Jul	$ 82,319.43	$ 113,405.91	$ 77,887.19	$ -		$ 83,265.97	-100.00%		
Oct	Aug	$ 105,816.61	$ 100,377.26	$ 99,147.71	$ -		$ 92,921.78	-100.00%		
Nov	Sep	$ 57,266.18	$ 97,548.24	$ 67,147.25	$ -		$ 67,547.54	-100.00%		
Dec	Oct	$ 77,708.49	$ 85,800.99	$ 86,001.23	$ -		$ 75,931.28	-100.00%		
Total		**$ 1,426,259.95**	**$ 1,026,870.20**	**$ 1,053,038.99**	**$ 722,855.61**	**$ 577,241.17**	**$ 1,067,000.00**		**-20.97%**	**-22.45%**

* There is a two month delay of when sales tax paid and when received by the Town.



2015 BUDGET TRACKING REPORT SUMMARY

LINE NO.	DESCRIPTION	2014 ACTUALS	2015 BUDGET	2015 ESTIMATE	TOTAL 2015 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
				% OF YEAR PASSED			66.67%	
	GENERAL FUND							
	GENERAL FUND REVENUES							
1	General Property Tax	$ 305,721	$ 368,100	$ 392,089	$ 355,796	96.66%	$ 12,304	1
2	Town Sales Tax	1,038,860	1,067,000	856,215	594,438	55.71%	472,562	2
3	Other Taxes	235,978	195,840	186,271	111,050	56.70%	84,790	3
4	Licenses and Permits	32,741	9,100	77,516	45,581	500.89%	(36,481)	4
5	Intergovernmental	464,502	377,500	470,448	5,322	1.41%	372,178	5
6	Planning & Zoning	1,896	2,200	60,653	21,336	969.82%	(19,136)	6
7	Fines / Forfietures	70,807	70,000	71,718	51,438	73.48%	18,562	7
8	Miscellanious / Special	109,133	64,850	54,553	42,219	65.10%	22,631	8
9	**Total General Fund Revenues**	**$ 2,259,638**	**$ 2,154,590**	**$ 2,169,464**	**$ 1,227,181**	**56.96%**	**$ 927,409**	**9**
	GENERAL FUND EXPENDITURES							
10	Salaries / Wages	$ 659,224	$ 711,220	$ 624,702	$ 416,234	58.52%	$ 294,986	10
11	Benefits	314,546	321,630	271,274	175,130	54.45%	146,500	11
12	Supplies	207,807	284,620	204,194	135,686	47.67%	148,934	12
13	Services	150,714	309,873	378,967	205,895	66.45%	103,978	13
14	Capital Outlay	64,599	47,850	22,663	6,549	13.69%	41,301	14
15	Transfers to Other Funds	5,152,640	824,030	824,030	412,015	50.00%	412,015	15
16	Other	17,990	167,560	97,798	29,103	17.37%	138,457	16
17	**Total General Fund Expenditures**	**$ 6,567,520**	**$ 2,666,783**	**$ 2,423,628**	**$ 1,380,612**	**51.77%**	**$ 1,286,171**	**17**
	GENERAL FUND BALANCE ANALYSIS							
18	Beginning Fund Balance	$ 5,495,295	$ 1,187,368	$ 1,187,368				18
19	TOTAL REVENUES	2,259,638	2,154,590	2,169,464				19
20	TOTAL EXPENDITURES	1,414,925	2,666,783	2,423,628				20
21	Annual Net	844,713	(512,193)	(254,165)				21
22	**Ending Available Fund Balance**	**$ 6,340,008**	**$ 675,175**	**$ 933,203**				**22**

2015 BUDGET TRACKING REPORT SUMMARY

% OF YEAR PASSED 66.67%

LINE NO.	DESCRIPTION	2014 ACTUALS	2015 BUDGET	2015 ESTIMATE	TOTAL 2015 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
	WATER FUND							
	WATER FUND REVENUES							
23	Water Utility Receipts	$ 280,565	$ 330,000	$ 343,425	$ 227,425	68.92%	$ 102,575	23
24	Irrigation Utility Receipts	30,362	20,000	28,818	24,818	124.09%	(4,818)	24
25	Late Fees / Penalties	2,364	500	1,740	1,573	314.69%	(1,073)	25
26	Irrigation Tap Fees	-	-	-	-	#DIV/0!	-	26
27	Water Tap Fees	-	-	-	-	#DIV/0!	-	27
28	Transfers from Other Funds	26,250	35,000	35,000	17,500	50.00%	17,500	28
29	Grants	-	-	68,166	29,880	#DIV/0!	(29,880)	29
30	Other	46	50	37	21	41.44%	29	30
31	**Total Water Fund Revenues**	**$ 339,587**	**$ 385,550**	**$ 477,186**	**$ 301,217**	**78.13%**	**$ 84,333**	**31**
	WATER FUND EXPENDITURES							
32	Salaries / Wages	$ 106,969	$ 132,500	$ 120,961	$ 79,839	60.26%	$ 52,661	32
33	Benefits	48,174	51,990	49,010	32,340	62.20%	19,650	33
34	Supplies	145,298	115,200	91,936	62,214	54.01%	52,986	34
35	Services	7,449	12,880	9,219	6,374	49.49%	6,506	35
36	Debt Service	17,798	37,620	30,541	29,041	77.19%	8,579	36
37	Capital Outlay	20,936	205,600	132,914	81,581	39.68%	124,019	37
38	Other	-	33,760	-	-	0.00%	33,760	38
39	**Total Water Fund Expenditures**	**$ 346,624**	**$ 589,550**	**$ 434,581**	**$ 291,389**	**49.43%**	**$ 298,161**	**39**
	WATER FUND BALANCE ANALYSIS							
40	Beginning Fund Balance	$ 202,480	$ 117,884	$ 117,884				40
41	TOTAL REVENUES	339,589	385,550	477,186				41
42	TOTAL EXPENDITURES	424,185	589,550	434,581				42
43	Annual Net	(84,596)	(204,000)	42,605				43
44	**Ending Available Fund Balance**	**$ 117,884**	**$ (86,116)**	**$ 160,489**				**44**

2015 BUDGET TRACKING REPORT SUMMARY

% OF YEAR PASSED 66.67%

LINE NO.	DESCRIPTION	2014 ACTUALS	2015 BUDGET	2015 ESTIMATE	TOTAL 2015 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
	WASTEWATER FUND							
	WASTEWATER FUND REVENUES							
45	Wastewater Utility Receipts	$ 210,748	$ 220,000	$ 210,066	$ 134,666	61.21%	$ 85,334	45
46	Late Fees / Penalties	30	30	-	-	0.00%	30	46
47	Wastewater Tap Fees	-	-	39	29	#DIV/0!	(29)	47
48	Transfers from Other Funds	-	22,000	22,000	11,000	50.00%	11,000	48
49	Grants	-	-	-	-	#DIV/0!	-	49
50	Other	-	-	-	-	#DIV/0!	-	50
51	**Total Wastewater Fund Revenues**	**$ 210,778**	**$ 242,030**	**$ 232,104**	**$ 145,694**	**60.20%**	**$ 96,336**	**51**
	WASTEWATER FUND EXPENDITURES							
52	Salaries / Wages	$ 25,559	$ 28,820	$ 23,801	$ 15,292	53.06%	$ 13,528	52
53	Benefits	10,646	10,670	8,902	5,760	53.98%	4,910	53
54	Supplies	189,162	175,720	190,223	91,333	51.98%	84,387	54
55	Services	4,563	13,370	7,656	5,366	40.13%	8,004	55
56	Debt Service	-	2,000	1,556	721	36.04%	1,279	56
57	Capital Outlay	448	10,200	978	-	0.00%	10,200	57
58	Other	-	1,250	-	-	0.00%	1,250	58
59	**Total Wastewater Fund Expenditures**	**$ 230,378**	**$ 242,030**	**$ 233,115**	**$ 118,472**	**48.95%**	**$ 123,558**	**59**
	WASTEWATER FUND BALANCE ANALYSIS							
60	Beginning Fund Balance	$ 53,700	$ 7,300	$ 7,300				60
61	TOTAL REVENUES	210,778	242,030	232,104				61
62	TOTAL EXPENDITURES	257,178	242,030	233,115				62
63	Annual Net	(46,400)	-	(1,011)				63
64	**Ending Available Fund Balance**	**$ 7,300**	**$ 7,300**	**$ 6,289**				**64**

2015 BUDGET TRACKING REPORT SUMMARY

% OF YEAR PASSED 66.67%

LINE NO.	DESCRIPTION	2014 ACTUALS	2015 BUDGET	2015 ESTIMATE	TOTAL 2015 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
	STREETS AND ALLEYS FUND							
	STREETS AND ALLEYS FUND REVENUES							
65	Specific Ownership Tax	$ 21,427	$ 30,000	$ 25,369	$ 15,369	51.23%	$ 14,631	65
66	HUTF Tax	42,492	35,000	41,519	29,853	85.29%	5,147	66
67	County Road and Bridge Tax	37,809	88,900	76,125	46,492	52.30%	42,408	67
68	Transfers from Other Funds	160,000	160,000	160,000	80,000	50.00%	80,000	68
69	Grants	-	-	-	-	0.00%	(1)	69
70	Other	6,072	8,000	6,665	3,999	49.98%	4,002	70
71	**Total Streets and Alleys Fund Revenues**	**$ 267,800**	**$ 321,900**	**$ 309,678**	**$ 175,711**	**54.59%**	**$ 146,188**	**71**
	STREETS AND ALLEYS FUND EXPENDITURES							
72	Salaries / Wages	$ 98,545	$ 100,840	$ 82,127	$ 51,104	50.68%	$ 49,736	72
73	Benefits	45,008	42,780	35,259	21,308	49.81%	21,472	73
74	Supplies	74,403	94,150	81,111	48,061	51.05%	46,089	74
75	Services	5,046	7,130	2,929	552	7.74%	6,578	75
76	Capital Outlay	-	3,000	2,662	1,328	44.28%	1,672	76
77	Other	-	74,000	-	-	0.00%	74,000	77
78	**Total Streets and Alleys Fund Expenditures**	**$ 223,003**	**$ 321,900**	**$ 204,087**	**$ 122,353**	**38.01%**	**$ 199,547**	**78**
	STREETS AND ALLEYS FUND BALANCE ANALYSIS							
79	Beginning Fund Balance	$ -	$ 44,798	$ 44,798				79
80	TOTAL REVENUES	267,800	321,900	309,678				80
81	TOTAL EXPENDITURES	223,002	321,900	204,087				81
82	Annual Net	44,798	-	105,591				82
83	**Ending Available Fund Balance**	**$ 44,798**	**$ 44,798**	**$ 150,389**				**83**

2015 BUDGET TRACKING REPORT SUMMARY

LINE NO.	DESCRIPTION	2014 ACTUALS	2015 BUDGET	2015 ESTIMATE	TOTAL 2015 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
				% OF YEAR PASSED			66.67%	
			CAPITAL IMPROVEMENT FUND					
	CAPITAL IMPROVEMENT FUND REVENUES							
84	Transfers from Other Funds	$ 1,925,000	$ 595,000	$ 595,000	$ 297,500	50.00%	$ 297,500	84
85	Other	-	200,000	606,300	-	0.00%	200,000	85
86	**Total Capital Improvement Fund Revenues**	**$ 1,925,000**	**$ 795,000**	**$ 1,201,300**	**$ 297,500**	**37.42%**	**$ 497,500**	**86**
	CAPITAL IMPROVEMENT FUND EXPENDITURES							
87	Salaries / Wages	$ -	$ -	$ -	$ -	#DIV/0!	$ -	87
88	Benefits	-	-	-	-	#DIV/0!	-	88
89	Supplies	-	-	-	-	#DIV/0!	-	89
90	Services	-	-	-	-	#DIV/0!	-	90
91	Capital Outlay	1,261,712	1,546,720	1,474,461	6,136	0.40%	1,540,584	91
92	Other	-	-	-	-	#DIV/0!	-	92
93	**Total Capital Improvement Fund Expenditures**	**$ 1,261,712**	**$ 1,546,720**	**$ 1,474,461**	**$ 6,136**	**0.40%**	**$ 1,540,584**	**93**
	CAPITAL IMPROVEMENT FUND BALANCE ANALYSIS							
94	Beginning Fund Balance	$ 870,839	$ 1,534,127	$ 1,534,127				94
95	TOTAL REVENUES	1,925,000	795,000	1,201,300				95
96	TOTAL EXPENDITURES	1,261,712	1,546,720	1,474,461				96
97	Annual Net	663,288	(751,720)	(273,161)				97
98	**Ending Available Fund Balance**	**$ 1,534,127**	**$ 782,407**	**$ 1,260,965**				**98**

Town of Parachute

A Safe Place to Land

Derek Wingfield, Community Development

Integrity • Respect • Teamwork • Pride • Innovation • Diversity

222 Grand Valley Way • Parachute, CO 81635 • (970) 285-7630

Date: September 17, 2015

To: Board of Trustees

From: Derek Wingfield, Community Development

Subject: Community Development Monthly Report- August 2015

The weather has been fun and weed growth is back. I am trying postcards again but hand delivering when possible. It seems to be working. I have also sent a few letters to the regular offenders advising them I will no longer be sending reminder notes but instead I will deal with the overgrowth and send them an invoice.

The tents, tables and chairs have been a great use in mutual aid; I have gone and set up with DeBeque for Wild Horse Days, and with Grand Junction Parks and Rec., with The Moose for their End of Summerfest. Both were great learning and test runs for Oktoberfest. The negative the truck, which was basically free, is a bust. We are working on a sponsored box trailer to store and move the equipment. Positive, I do have a potential buyer for the truck, so we will not be at a loss on the investment.

Radio, print and web advertising is going. Oktoberfest is closing in and I feel pretty good thus far. Parking will still be a concern; however we are working those issues out. If you are going to help please get with me on times and shirt sizes. Mr. Mayor, please let me know if you are available for the Friday night concert, I would like to have you introduce, both Brothers Osborne and Jon Pardi on stage.

I have been working on some I.T. issues around Town, as well as weeds and right of ways with the help of public works.

We did issue a building permit and have several meetings going on with sign permits, building permits, and inquires on similar projects. With that note I also had a meeting with Cottonwood View and hopefully they will be getting caught up on their shortcomings with permits, fees, bills and other required aspects of business with the Town.

Town of Parachute

A Safe Place to Land
Cary Parmenter, Police Chief

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August, 2015

August was the busiest month so far this year, with 600 calls for service. The police department has not seen 600 calls for service since 2010, which ended the year with 5675 total calls for service. We are on track to meet that this year.

The Neighborhood Watch BBQ was a huge success which was held in the park of the Tells Meadows Subdivision, Officer's Mulligan and Graham helped out with the event.

On Saturday September 26th the Police Department will be hosting a Prescription Drug Take Back day from 10:00 am till 2:00 pm, along with the Neighborhood Watch "Shred/BBQ". So, please bring your old Rx drugs, your old bills and credit card statement down to the Town Hall and get yourself some grub.

Calls for service 2014: **443**
Calls for service 2015: **600**

Thank You

Cary Parmenter
Police Chief

Town of Parachute

A Safe Place to Land
Mark King, Public Works Director

Integrity • Respect • Teamwork • Pride • Innovation • Diversity

222 Grand Valley Way • Parachute, CO 81635 • (970) 285-7630

Date: August 17th 2015
To: Board of Trustees
From: Mark King, Public Works Director
Subject: September monthly report

Public Works Project Updates:

Parachute Park Blvd. is going as scheduled; they have completed excavation of the east side of the boulevard and will be excavating the west side this week.

I have met with Mark Austin and United Companies regarding county road 215.

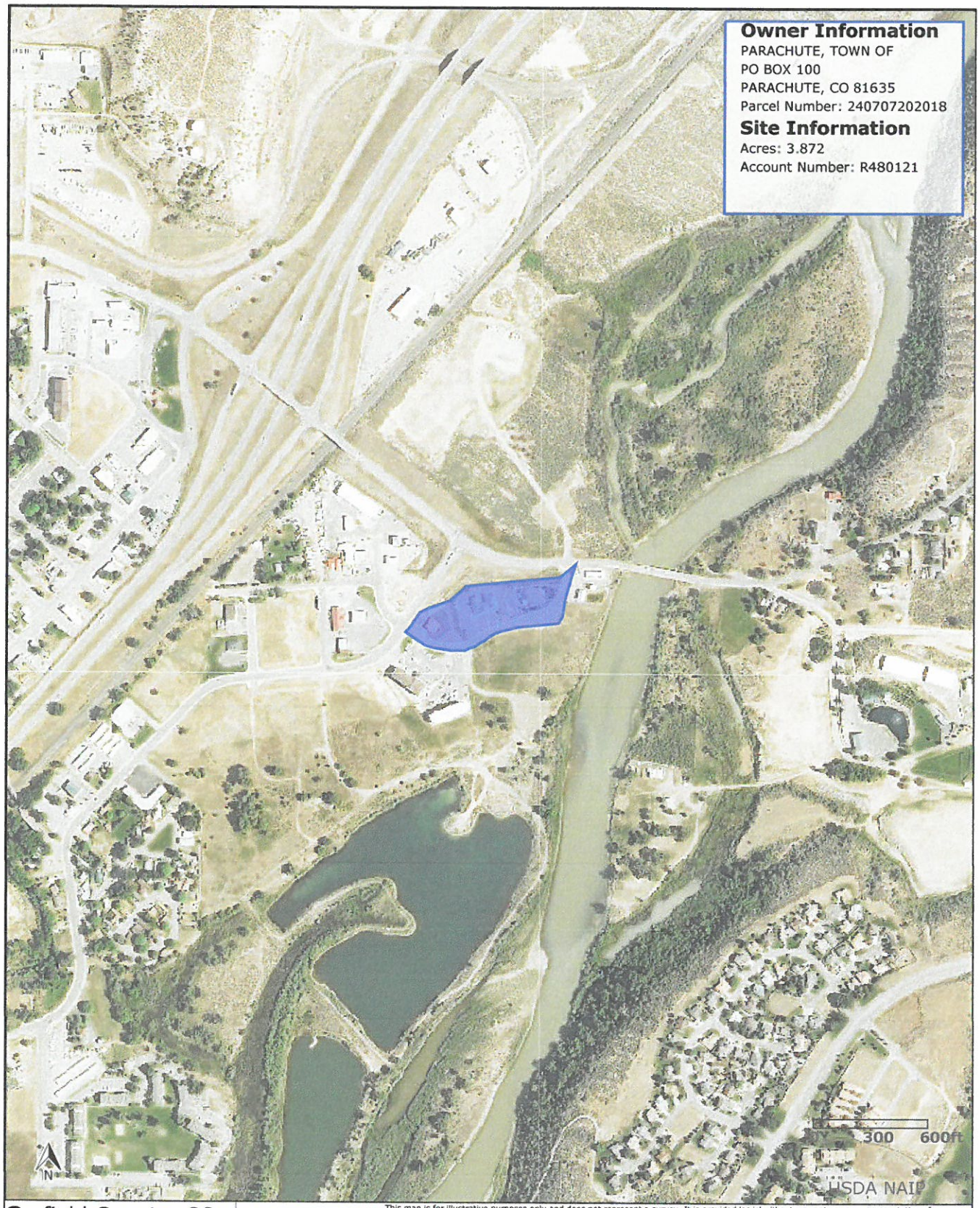
We have meetings scheduled with Mark Austin on the striping for the rest area and to start the engineering for sidewalk from rest area to south side of town.

Trees trimmed all through town and at Cottonwood Park.

We have repaired 3 of 4 potable water leaks and will complete the last one soon.

Public works will be working on Octoberfest for the next few weeks in preparation for parking and concert area.

Irrigation will be turned off and blown out starting October 15th.



Garfield County, CO
Date Printed: 9/11/2015

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DR 8400 (Revised 09/01/12)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
SUBMIT TO LOCAL LICENSING AUTHORITY

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	$96.25
Storage Permit $100 x ____	_____
Optional Premise $100 x ____	_____
Related Resort $75 x ____	_____
Amount Due/Paid	

Make check payable to: **Colorado Department of Revenue**. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

ROCKY MTN C STORES
706 S 9TH ST STE 1
GRAND JUNCTION CO 81501-3736

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW — **RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name		DBA		
ROCKY MTN C STORES INC		ROCKY MTN C STORES		
Liquor License #	License Type	Sales Tax License #	Expiration Date	Due Date
03614250003	3.2% Beer Off Premises (city)	03614250003	10/24/2015	9/9/2015
Street Address				Phone Number
201 COLUMBINE CT PARACHUTE CO 81635-9529				
Mailing Address				
706 S 9TH ST STE 1 GRAND JUNCTION CO 81501-3736				
Operating Manager	Date of Birth	Home Address		Phone Number
Gary Dean	2-22-49	2490 H Ct GJ Co 81505		9702429511

1. Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO
   Is the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease_____
2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☒ NO
   NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☒ NO
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ YES ☒ NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☒ YES ☐ NO
6. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Gary Dean	Pres
Signature	**Date**
	9-2-15

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For		Date
Signature	**Title**	**Attest**

LIQUOR LICENSES HELD BY KEITH POCKROSS AND GARY DEAN

Rocky Mountain C Stores
Shell Food Mart
200 County Road 215
Parachute CO 81635
Account # 03-61425-0002

Rocky Mountain C Stores, Inc
Conoco Food Mart
201 Columbine Court
Parachute CO 81635
Account # 03-61425-0003

Bottle Cap Liquors, LLC
150 Columbine Court Suite A
Parachute CO 81635
Account # 10-98797-0000

TOWN OF PARACHUTE
P.O. BOX 100
222 GRAND VALLEY WAY
PARACHUTE, CO 81635

LAND USE APPLICATION

Name of Applicant(s): Town of Parachute / 222 Grand Valley Way, Parachute, CO 970.285.7630
(INCLUDE ADDRESS AND TELEPHONE NO.)

Project Name: Proposed changes to Town of Parachute Municipal Code Land Use Regulations

Project Location: 222 Grand Valley Way, Parachute, CO

Legal Description: Not applicable

Existing Zoning: N/A **Proposed Zoning:** N/A

Type of Application (check all that apply):

[ ] MINOR SUBDIVISION
[ ] MAJOR SUBDIVISION [ ] PRELIMINARY [ ] FINAL
[ ] RE-SUBDIVISION [ ] PRELIMINARY [ ] FINAL
[ ] P. U. D. [ ] PRELIMINARY [ ] FINAL
[ ] BUILDING DIVISIONS [ ] PRELIMINARY [ ] FINAL
[ ] AMENDED PLAT [ ] PRELIMINARY [ ] FINAL
[ ] REZONING [ ] SIGN VARIANCE
[ ] ZONING VARIANCES [ ] FLOOD PLAIN DEVELOPMENT
[ ] SPECIAL REVIEW USE [ ] VACATION OF STREET, ALLEY, R.O.W.
[ ] GEOLOGIC DEVELOPMENT [ ] ANNEXATIONS
[ ] LOT CONSOLIDATION [ ] WATERSHED PERMIT

PROPERTY OWNER: Town of Parachute, Colorado
(INCLUDE NAME, ADDRESS, AND TELEPHONE NO.)

PROJECT ENGINEER/SURVEYOR:
(INCLUDE NAME, ADDRESS, AND TELEPHONE NO.)

(INCLUDE NAME, ADDRESS, AND TELEPHONE NO.)

ADJACENT PROPERTY OWNERS: (attach separate sheet if needed)

JUN 30 2015 11:01

Name	Address
See Attached	See Attached

MINERAL RIGHTS OWNERS & LESSEES OF SUBJECT PROPERTY (attach separate sheet if needed)

***PLEASE NOTE ALL MINERAL RIGHTS OWNERS AND LESSEES MUST BE NOTIFIED 30 DAYS IN ADVANCE TO APPLICATION REVIEW. PLEASE INDICATE ALL MINERAL RIGHTS OWNERS, & LESSEES AS (MR), OR (L)**

Name	Address
See Attached	See Attached

DESCRIPTION OF PROPOSAL: (INCLUDE PROPOSED USE, ACREAGE, ETC.)

Make changes to the Town of Parachute Municipal Code Land Use Regulations Chapter 15.

Describe how this Proposed Land Use Application Complies with the Town of Parachute Land Use Regulations and the Town of Parachute Master Plan 2002.

Describe any possible Flood Plain issues:

Describe Traffic Impact Fees Proposal: (Standard Calculation or Individual Traffic Study)

Describe Land Dedication Proposal:

Describe Water Rights Dedication Proposal:

I/We Certify that the information and exhibits herewith are true and correct to the best of my knowledge, and that in filing this application, I/we am/are acting with knowledge and consent of those persons listed above without whose consent the requested action cannot lawfully be accomplished.

Name: (print) Stuart S. McArthur

Address: 222 Grand Valley Way, Parachute, CO 81635

Signature: _____ Date: 6/30/15

INSTRUCTIONS:

1. **Read application thoroughly.**
2. **Complete all of the requested information.**
3. Descriptions of property and dedication proposals on this form should be general and brief.
4. All applications must include a **CURRENT TITLE POLICY**, indicating ownership and encumbrances.
5. All applications must include **PROOF OF TAXES PAID**.
6. Applicants should review the Town of Parachute Land Use Regulations 15.01, 15.03, 15.04, 15.05, 15.06, and any other sections specified for the proposed request.
7. **All applicants who are not property owners must present a Letter of Representation, signed and notarized by the property owners.**
8. **Applications not signed and lacking any of the requested information will be deemed incomplete and will not be scheduled for a Planning and Zoning Commission review.**

ADMINISTRATIVE PERSONNEL:

APPLICATION FEE PAID/DATE: _____

APPLICATION RECEIVED DATE: _____

COMPLETE DATE: _____

PLANNING & ZONING HEARING DATE: _____

BOT HEARING DATE: _____

MAILINGS DATE: _____

PUBLICATION DATE: _____

P&Z APPROVAL DATE: _____

BOT APPROVAL DATE: _____

TOWN OF PARACHUTE
ORDINANCE NO. 685

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING TITLE 15 OF THE PARACHUTE MUNICIPAL CODE REGARDING MINOR SUBDIVISIONS AND LAND USE APPLICATION TIMELINES.

WHEREAS, Title 15 of the Parachute Municipal Code (the "Code") contains the Town of Parachute's land use regulations, including those governing minor subdivisions;

WHEREAS, the existing regulations governing minor subdivisions require a "two step" review process with the Planning Commission and the Board of Trustees (the "Board"), and have proven to be overly and unnecessarily burdensome for simple subdivision applications in the Town;

WHEREAS, the Board initiated a text amendment to the Code to revise the land use regulations and allow for a more streamlined process, which also allows for the referral to the Board at the discretion of the Town Manager or upon protest;

WHEREAS, the Board also wishes revise the timelines for all land use applications to allow more efficient and expedient review of land use applications requiring review by both the Planning Commission and the Board;

WHEREAS, Title 15 of the Code refers to "Town Administrator" while the Town Charter refers to a "Town Manager;" thus, the Board wishes to revise Title 15 to make it consistent with the Town Charter.

WHEREAS, the Board finds that the revised land use regulations will allow for more efficient land use approval process, while still protecting the Town and its residents' interests.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO THAT:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Section 15.04.110.D of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.04.110 Types of Subdivisions.

***

D. The division of previously un-subdivided land into four (4) or fewer separate parcels, lots, sites, tracts or interests **meeting the criteria set forth in Section 15.04.130** is a minor subdivision.

Section 3. Section 15.04.130 of the Parachute Municipal Code is hereby repealed and

reenacted as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.04.130 Minor Subdivisions. The purpose of the minor subdivision review is to evaluate the design of the proposed subdivision and to ensure that future residents or occupants of the subdivided property can be safely, efficiently and adequately served by public facilities, services and utilities and that the residential and nonresidential land uses conform to all land use regulations of the Town of Parachute. The minor subdivision review process does not establish types of land uses which are determined by the zoning regulations.

A parcel of land is eligible for subdivision through the minor subdivision process if it meets all of the following criteria.

A. Creates no more than four (4) lots with direct access to an existing public street;

B. Does not land-lock or prevent development of the remainder of the parcel or abutting property;

C. Does not create any new or residual parcels that do not comply with the requirements of this Title 15 or other applicable state or local regulations;

D. Does not require an exception or variance from any requirement of this Title 15;

E. Is not located, wholly or substantially, in a flood hazard area; and

F. The parcel was lawfully created at the time the existing property description was recorded.

Any subdivision not qualifying as a Minor Subdivision is a Major Subdivision. For the purpose of interpreting the requirements of these regulations, any proposed Minor Subdivision which is clearly intended to evade the Major Subdivision regulations or would result in a de facto Major Subdivision through the combination of previous contiguous and/or consecutive Minor Subdivisions is not eligible for Minor Subdivision. A Minor Subdivision shall only be used one time on a previously un-subdivided parcel of land.

Except as otherwise provided by these land use regulations, ~~T~~the design and development of Minor Subdivisions shall conform in every respect to the criteria and procedures of Title 15, the requirements of the Town of Parachute Public Works Improvements Manual, and any other applicable requirements of the Town of Parachute. ~~Minor subdivisions will be reviewed by the Planning Commission and the Board of Trustees in accordance with Chapter 15.05 of this Title 15. Minor subdivisions will be reviewed by the Board of Trustees as described in Chapter 15.05.~~

Section 4. Section 15.05.103.A of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.103 General Procedures.

A. **Except as otherwise set forth in this Title 15,** ~~L~~**land** use applications are reviewed by both the Town Planning Commission and the Board of Trustees. The Planning Commission reviews an application and makes a recommendation to the Board of Trustees.

Applications are reviewed by the Board of Trustees at a public hearing with adequate notice provided to property owners in the neighborhood. The applicant is responsible for providing the public notice per the provisions of Section 15.01.106. The Planning Commission will review applications at a meeting open to the public.

It is recommended that all applicants schedule a pre-application meeting to discuss the land use proposal and to learn more about the requirements of the Town of Parachute. The pre-application process is described below.

Section 5. Section 15.05.104 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.104 Pre-application Conference. The pre-application conference is an opportunity for an applicant to meet with the Town ~~Administrator~~**Manager** and any other Town staff or consultants directed to attend by the Town ~~Administrator~~**Manager** to learn more about application requirements, review standards and review procedures. The pre-application conference is required. The pre-application conference does not substitute for any of the review processes required by these Regulations. No land use application can be approved without the appropriate review by the Planning Commission**,** ~~and/or~~ the Board of Trustees**, or as otherwise provided by this Title 15.**.

The applicant shall bring plans and drawings to the pre-application conference in order to adequately present the proposed land use application. Topics that may be discussed at a pre-application conference include the nature of the application, time periods of review, schedules of review meetings, and other details of the review process. The Town ~~Administrator~~**Manager** should also explain the intent, purpose, and relevance of any review criteria, policies, and the Parachute Plan.

Section 6. Section 15.05.201 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.201 Administrative Procedures, Purpose and Applicability. The purpose of the application review is to give the Planning Commission and the Board of Trustees an opportunity to review all relevant facts of an application in the context of the Town's review standards, policies and the Parachute Plan. For most applications, the Planning Commission

and Board of Trustees review is the only review procedure which is required. The Board may approve, approve with conditions, or deny an application. Conditions may be imposed on length of permit approval or other aspects of the activity designed to ensure compatibility with the standards of this Code and any policies or other adopted standards of the Town.

The application reviews by the Planning Commission and The Board of Trustees is the review process required of an application for a:

***

~~H. Minor Subdivisions.~~

***

Section 7. Section 15.05.202 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.202 Application. Complete applications must be submitted to the Town Clerk at least ~~forty-two (42)~~ **thirty (30)** calendar days prior to a regularly scheduled meeting of the Town Planning Commission **or, if applicable, meeting of the Board of Trustees**. The application shall include all of the items identified in Chapter 15.06 of these Regulations for the type of approval sought. Incomplete applications will not be reviewed.

Section 8. Section 15.05.203 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.203 Determination of Completeness. The Parachute Town ~~Administrator~~**Manager** will review the application for completeness within five (5) working days of submittal**, unless extended upon notice to the applicant**. If the application is determined to be complete, it will be accepted for review. If the application is incomplete, the applicant will be notified of the information needed to complete the application and the application will be withdrawn from the review process until the required information is submitted. Applications must be complete at least ~~forty-two (42)~~ **thirty (30)** calendar days prior to a regularly scheduled meeting of the Town of Parachute Planning Commission **or, if applicable, meeting of the Board of Trustees**.

Section 9. Section 15.05.204 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.204 Review and Referral of the Application. The Parachute Town ~~Administrator~~**Manager** will review the application for completeness within five (5) working days of submittal**, unless extended upon notice to the applicant**. If the application is determined to be initially complete, it will be accepted for review pending a review of technical adequacy and completeness by the Town Engineer, Town Attorney or other consultants to the Town or the Town staff. If the application is incomplete, the applicant will be notified of the information needed to complete the application and the application will be withdrawn from the review process until the required information is submitted. Applications

must be complete at least ~~forty-two (42)~~ **thirty (30)** calendar days prior to a regularly scheduled meeting of the Town of Parachute Planning Commission **or, if applicable, meeting of the Board of Trustees**.

***

C. Inadequate, Incomplete or Incorrect Applications. The referral agencies including but not limited to the Town Attorney, the Town Engineer and other professionals retained by the Town as well as the Town staff may determine that an application contains erroneous information or is technically deficient, incomplete or does not comply with Town standards and regulations as well as any other standards and regulations of the reviewing agencies and all applicable federal, State or local regulation and laws. Incomplete, inadequate or incorrect applications will be withdrawn from the review process and will not be rescheduled for review until the inadequate, incomplete or incorrect application is corrected or required additional information is submitted. Revised applications must be completed or corrected at least ~~forty-two (42)~~ **thirty (30)** calendar days prior to a regularly scheduled meeting of the Town of Parachute Planning Commission **or, if applicable, meeting of the Board of Trustees**.

Section 10. Section 15.05.205 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.205 Planning Commission Review. The Town Planning Commission will review the application at its next regularly scheduled meeting date at least ~~forty-two (42)~~ **thirty (30)** calendar days after the submittal of a complete application. The Planning Commission will conduct a public meeting to review the application.

Section 5. Section 15.05.206.C of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.206 Review Criteria and Planning Commission Recommendation.

***

C. Record of Planning Commission Proceedings. The Planning Commission shall maintain a record of its proceedings in the form of minutes or a written resolution. The record shall include comments of the reviewing agencies and other interested parties as well as the recommendations of the Planning Commission. A written copy of the minutes or resolution will be made available to any interested party within ~~fifteen (15)~~ **seven (7)** working days of the conclusion of the public meeting.

Section 11. Section 15.05.208 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.208 Board of Trustees Review and Decision.

A. General. Not less than ~~fifteen (15)~~ **seven (7)** or more than ~~forty-five (45)~~ **thirty (30)** calendar days after the receipt of the Planning Commission recommendation, the

Board of Trustees shall conduct a public hearing to consider the application. The Board of Trustees will consider all the evidence presented by the applicant and other interested parties, the recommendation of the Parachute Planning Commission, comments of review agencies, recommendations of the Town ~~Administrator~~**Manager**, and comments from the public. The Board may, in its sole discretion, continue the public hearing to another regularly scheduled Board meeting date for the purpose of receiving additional information or public input before making a decision. In no event shall the public hearing be continued for more than ninety (90) calendar days beyond the date of the initial public hearing. The applicant or any other interested party may request a continuation of the public hearing for good cause shown, satisfactory to the Board. The Board of Trustees shall by a majority vote of the members present approve, approve with conditions or disapprove the application.

Section 12. Section 15.05.212 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.212 Delegated Administrative Decision.

A. Review Procedures. The Town ~~Administrator~~**Manager** will review complete applications for boundary line adjustments**, minor subdivisions, and other applications over which the Town Manager has discretion to review** and render a decision to approve, approve with conditions, or deny the application within ~~forty-five (45)~~ **thirty (30) calendar** days of receipt of a complete application **and satisfaction of notice requirements under Section 15.01.106 and 15.05.213**. Alternatively, the Town ~~Administrator~~**Manager** may, on a case-by-case basis, refer the application to the Planning Commission and**/or, as applicable,** the Board of Trustees for review and decision under the provisions of Section 15.05.201~~(M)~~.

B. Review Criteria. The Town ~~Administrator~~**Manager** shall consider all the evidence presented by the applicant and other interested parties, comments of review agencies, recommendations of the Town Engineer, staff and consultants and comments from the public. At a minimum, the Town ~~Administrator~~**Manager** shall also consider the following criteria:

1. Conformance of the proposal with the Town of Parachute Municipal Code;

2. The compatibility of the proposal with the character of the surrounding area including, but not limited to the architectural character of the neighborhood;

3. The desirability for the proposed use in the specific area of the Town;

4. The potential for adverse environmental effects that might result from the proposed use;

5. Compatibility of the proposed use and the site plan with the Parachute Plan;

6. Conformance of any **minor subdivision and/or** boundary line adjustment with the requirements of the Town of Parachute Public Works Improvements Manual;

7. Verification that the **minor subdivision and/or** boundary line adjustment will not result in a nonconforming lot or any other deviation from Town zoning and land use requirements.

8. Verification that the minor subdivision will conform to the requirements of Article 4: Subdivision of this Title 15.

Section 13. Chapter 15.05 of the Parachute Municipal Code is hereby amended through the addition of a new Section 15.05.213 as follows:

15.04.213 Minor Subdivision Review Process.

A. Simplified Review. Eligible minor subdivisions involve a simplified review and approval process in conformance with Section 15.05.212, allowing for administrative approval of a final plat showing the layout of lots, access, recreation area and easements. Any proposed improvements shall conform to the Town of Parachute Public Works Improvement Standards.

It is recommended that any person seeking approval of a minor subdivision first schedule a pre-application meeting with Town Manager, and any other Town staff or consultants directed to attend by the Town Manager, and pursuant to Section 15.05.104, for a review of the process, eligibility, applicable requirements, standards and to obtain the application forms and checklists.

The applicant shall submit all required materials specified in Section 15.06.100 through 15.06.103 and Section 15.06.208, review fee and a paper copy of the final plat to the Clerk, and use the submittal checklist to ensure completeness.

B. Review Procedure. In addition to Section 15.05.212, the following regulations and procedure shall apply to the review of minor subdivisions. After an application is submitted, a determination of completeness shall be made in conformance with Section 15.05.203. Any identified deficiencies shall be remedied before the application can be deemed complete. When an application is accepted as complete, the application may be sent to referral agencies in conformance with Section 15.05.204 for review of technical adequacy and completeness.

The applicant shall be notified of any deficiencies which shall be remedied within ten (10) working days of the notice of deficiency in order to avoid expiration of the application submittal. The Planner may approve the application only if it meets all applicable standards and requirements.

Upon determination of a complete application, an applicant shall be required to give notice to the parties identified in Section 15.01.106 and in the manner identified in Section 15.01.106. Administrative action to approve an application shall occur not less than thirty (30) days following providing notice under Section 15.01.106.

If the application is approved, the applicant must record the minor subdivision final plat in conformance with Section 15.05.211 with the Garfield County Clerk and Recorder within thirty (30) days after the approval date and deliver a copy of the recorded Mylar Minor Subdivision Final Plat to the Town Clerk; otherwise, the approval expires.

Recordation of an approved record plat legally establishes the lots, dedications and obligations shown on the plat and authorizes sale of lots and the submittal of applications for permits necessary to develop the lots.

If the application is denied, the applicant may appeal the denial to the Parachute Board of Trustees, provided the appeal is made within thirty (30) days after the administrative decision.

C. Appeal of Administrative Denial of Minor Subdivision. Within thirty (30) days after an administrative denial of a minor subdivision, the owner/applicant and/or representative shall submit a written request appealing the administrative denial and requesting review of the denial before the Board of Trustees at the next available regular meeting.

The applicant's written appeal shall set forth in clear and concise language the basis of appeal of the decision and demonstrating that the denial was not based upon the requirements of this section or otherwise was inconsistent with these regulations.

If the appeal is upheld, the Board of Trustees shall set forth in the record the basis of approval and list any conditions of approval for the minor subdivision. If the Board of Trustees concurs with the administrative denial, the Trustees shall so state their agreement in the record.

D. Referral to Board of Trustees. Pursuant to Section 15.05.212, the Town Manager, in his sole discretion, may, on a case-by-case basis, refer the application for minor subdivision to the Board of Trustees for review and decision as set forth in this Chapter 15. In addition, an application for minor subdivision shall be referred to the Board of Trustees upon the submission of a written request for referral from a person receiving notice of the application under Section 15.01.106. Written requests for referral shall state a basis for the need of such referral and shall be submitted to the Town within thirty (30) days of determination of completeness and receipt of notice under Section 15.01.106, whichever is period is longer.

Section 14. Section 15.06.208 of the Parachute Municipal Code is hereby amended as

follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.06.208 Final Subdivision Plan. In addition to the common submittal requirements of Section 15.06.102, all applications for approval of a final subdivision plan shall include the following information.

The number of copies of the required application information will be determined on a case by case basis. The applicant shall be required to submit all copies specified by the Town ~~Administrator~~**Manager** or by another Town official designated by the Town ~~Administrator~~**Manager**. Subdivision plats, engineering plans and any other technical information specified by the Town Engineer shall also be submitted in *AutoCad* computer file format.

A. Final Subdivision Plat.

***

11. Minor subdivision plats shall contain: (a) addresses for each resulting parcel; and (b) a plat note stating "No Parcel, Lot, Tract or subdivision of land created by a minor subdivision shall be further subdivided or re-subdivided thorough the Minor Subdivision process."

Section 15. Title 15 of the Parachute Municipal Code shall hereby be amended to replace references to the "Town Administrator" with "Town Manager," which is the title contained in the Town Charter.

INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED BY TITLE ONLY by a vote of _____ to _____ of the Board of Trustees of the Town of Parachute, Colorado at its regular meeting held on the _____ day of _____ 2015.

BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO

By: _____
Roy McClung, Mayor

ATTEST:

_____
S. Denise Chiaretta, Town Clerk

PUBLIC NOTICE

Public notice is hereby given that an Ordinance entitled:

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING TITLE 15 OF THE PARACHUTE MUNICIPAL CODE REGARDING MINOR SUBDIVISIONS AND LAND USE APPLICATION TIMELINES.

was introduced before the Board of Trustees on _____, 2015; that a copy of said Ordinance is posted at Town Hall; and that the Ordinance was approved at a regular meeting of the Board of Trustees held on _____, 2015, and approved by the Mayor on _____, 2015.

Copies of the adopted ordinance are available for inspection at the Town Hall, Parachute, Colorado and available on the internet at http://www.parachutecolorado.com.

Dated this _____ day of _____ 2015.

TOWN OF PARACHUTE

_____

S. Denise Chiaretta, Town Clerk

Ad Name: 11403734A
Customer: Town of Parachute
Your account number is: 1003196

PROOF OF PUBLICATION

THE RIFLE CITIZEN TELEGRAM

STATE OF COLORADO, COUNTY OF GARFIELD

I, Michael Bennett, do solemnly swear that I am Publisher of ***The Rifle Citizen Telegram,*** that the same weekly newspaper printed, in whole or in part and published in the County of Garfield, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Garfield for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of **1** consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated **8/6/2015** and that the last publication of said notice was dated **8/6/2015** the issue of said newspaper.

In witness whereof, I have here unto set my hand this **08/06/2015**.

Michael Bennett, Publisher

Publisher Subscribed and sworn to before me, a notary public in and for the County of Garfield, State of Colorado this **08/06/2015**.

Pamela J. Schultz, Notary Public
My Commission expires:
November 1, 2015

NOTARY PUBLIC
PAMELA J. SCHULTZ
STATE OF COLORADO

My Commission Expires 11/01/2015

PUBLIC NOTICE

TAKE NOTICE that the Town of Parachute, Colorado, is proposing to make revisions to its Municipal Code: Title 15 (Town of Parachute Land Use Regulations), Article 4 Subdivision and more specifically, those sections pertaining to Minor Subdivisions.

All persons affected by the proposed Town of Parachute Municipal Code change are invited to appear and state their views, protests, or support. If you cannot appear personally at such meeting or hearing, then you are urged to state your views by letter as the Planning & Zoning Commission and the Board of Trustees will give consideration to the comments of property owners and the others affected in deciding whether to grant or deny the request.

The proposed changes may be reviewed at the Town of Parachute offices located at 222 Grand Valley Way, Parachute, CO, between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday. You may call 970-285-7630 with questions or concerns.

A Public Meeting on the proposed changes will be held with Parachute Planning and Zoning Commission on August 13, 2015 at 6:30 PM

A Public Hearing on the proposed changes will be held with Parachute Board of Trustees August 20, 2015 at 6:30 PM

The meeting and hearing will be held in the Town of Parachute Town Hall in the Board of Trustees Room, 222 Grand Valley Way, Parachute, CO.

Denise Chiaretta,
Town Clerk
Town of Parachute

Published on August 6, 2015, in the Citizen Telegram. (11403734)

ORDINANCE NO. 688, 2015

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO PROHIBITING THE OPERATION OF MARIJUANA CULTIVATION FACILITIES, MARIJUANA PRODUCT MANUFACTURING FACILITIES, MARIJUANA TESTING FACILITIES, AND RETAIL MARIJUANA STORES; AND REPEALING IN ITS ENTIRETY ORDINANCE NO. 683 AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, REPEALING SECTION 11.08.150 OF THE PARACHUTE MUNICIPAL CODE PROHIBITING CRIMINALIZING THE OPERATION OF RETAIL MARIJUANA FACILITIES AND ADDING A NEW CHAPTER 6.11 TO TITLE 6 OF THE PARACHUTE MUNICIPAL CODE TO GOVERN LICENSING, AND OPERATION OF RETAIL MARIJUANA CULTIVATION FACILITIES, TESTING FACILITIES, PRODUCT MANUFACTURING FACILITIES, AND STORES.

BE IT ORDAINED BY THE TOWN OF PARACHUTE, COLORADO:

Section 1. Definitions. The terms "marijuana", "marijuana cultivation facility", "marijuana product manufacturing facility", "marijuana testing facility", and "retail marijuana store" shall have the same meanings as set forth in Section 16 (2) OF Article XVIII of the Colorado Constitution.

Section 2. Marijuana Businesses Prohibited. It shall be unlawful for any person to own, operate, cause to operated, or permit to be operated, any marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores within the Town of Parachute, and all such uses are hereby prohibited in any location within the Town, or within any area hereinafter annexed to the Town. A violation of this Section shall constitute a Class A municipal offense. The Town Attorney is hereby authorized and shall seek an injunction, or any other remedy necessary to prevent, enjoin, abate, or remove an establishment operated in violation of this Section.

Section 3. Repeal. Town of Parachute Ordinance No. 683, an Ordinance of the Town of Parachute, Colorado, repealing Section 11.08.150 of the Parachute Municipal Code prohibiting and criminalizing the operation of retail marijuana facilities and adding a new Chapter 6.11 to Title 6 of the Parachute Municipal Code to govern the licensing, and operation of retail marijuana cultivation facilities, testing facilities, product manufacturing facilities, and stores is hereby repealed in its entirety upon the effective date of this Ordinance.

INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED BY TITLE ONLY by a vote of _____ to _____ of the Board of Trustees of the Town of Parachute, Colorado at its regular meeting held on the 17th day of September 2015.

BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO

By: _____
Roy McClung, Mayor

ATTEST:

_____
Denise Chiaretta, Town Clerk

PUBLIC NOTICE

Public notice is hereby given that an Ordinance entitled:

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO PROHIBITING THE OPERATION OF MARIJUANA CULTIVATION FACILITIES, MARIJUANA PRODUCT MANUFACTURING FACILITIES, MARIJUANA TESTING FACILITIES, AND RETAIL MARIJUANA STORES; AND REPEALING IN ITS ENTIRETY ORDINANCE NO. 683 AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, REPEALING SECTION 11.08.150 OF THE PARACHUTE MUNICIPAL CODE PROHIBITING CRIMINALIZING THE OPERATION OF RETAIL MARIJUANA FACILITIES AND ADDING A NEW CHAPTER 6.11 TO TITLE 6 OF THE PARACHUTE MUNICIPAL CODE TO GOVERN LICENSING, AND OPERATION OF RETAIL MARIJUANA CULTIVATION FACILITIES, TESTING FACILITIES, PRODUCT MANUFACTURING FACILITIES, AND STORES.

was introduced before the Board of Trustees on September 17, 2015; that a copy of said Ordinance is posted at Town Hall; and that the Ordinance was approved at a regular meeting of the Board of Trustees held on September 17, 2015, and approved by the Mayor on September 17, 2015.

Copies of the adopted ordinance are available for inspection at the Town Hall, Parachute, Colorado, and available on the internet at http://www.parachutecolorado.com.

Dated this _____ day of _____ 2015.

TOWN OF PARACHUTE

_____

Denise Chiaretta, Town Clerk

Marijuana Retail Application Submittal Checklist

Applicant Name:	**The Cannabist Castle Supermarket & Dispensary Lounge, LLC**
DBA:	**The Kind Castle**
Project Name:	**Marijuana Retail Store**
Project Address:	**248 East First Street, Parachute, CO**
Reviewer:	**Stuart S. McArthur**

6.11.090 Application Requirements. The Application for a new Retail Marijuana Establishment License, change of locations, and premises modifications shall include the following:

		Complete	Date	Comments
A.	A current application form provided by the Town.	Y	8/10/2015	
B.	A copy of the conditional State License or proof of application for a State License.	Y	8/10/2015	
C.	Proof of ownership, lease, rental agreement, or other arrangement for legal possession of the proposed Licensed Premises.	Y	8/10/2015	
D.	An operating plan for the proposed Licensed Premises which includes a description of the products and services to be provided by the proposed Licensed Premises, including whether the establishment proposes to engage in the production of retail sale of food or other products containing retail marijuana, and whether any retail marijuana products or services will be provided at a location different than the premises on the license application.	Y	8/10/2015	
E.	A floor plan showing the configuration of the proposed Licensed Premises, including a statement of total floor space occupied by the business, which designates the use of each room or other area of the proposed Licensed Premises and where patrons are not permitted.	Y	8/10/2015	

1	The floor plan need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the proposed Licensed Premises to an accuracy of plus–or–minus six inches.	Y	8/10/2015	
2	The floor plan shall designate the place at which the License will be conspicuously posted as required by this Chapter.	Y		
F.	Sign, security and lighting plans indicating how the Applicant will comply with the requirements of the Colorado Retail Marijuana Code and this Chapter.	Y	8/10/2015	
G.	An area map, drawn to scale, indicating the boundaries of the property upon which the proposed Licensed Premises is or will be located, the proximity, measured per the standards set forth below, of the proposed Licensed Premises to any public or private school located 500 feet or less from the proposed Licensed Premises, and the proximity to any other Licensed Premises located 150 feet or less from the proposed Licensed Premises.	Y	8/10/2015	
H.	Proof that the proposed Retail Marijuana Establishment will be located in a location that is compliant with the zoning and land use laws, or that the necessary land use application(s) has been made.	Y	8/10/2015	
I.	Payment of all required fees as set forth on the Fee Schedule in this Section, together with an agreement to reimburse consultant fees on a form provided by the Town, which are nonrefundable.	Y	8/10/2015	$5,000
J.	A statement of whether or not any person holding any ownership interest in the proposed Retail Marijuana Establishment has:			

1	Ever been denied an application for a Retail Marijuana Establishment license by the State or any other local jurisdiction in the State, or has ever had such a license suspended or revoked; and	Y	8/10/2015	
2	Ever been convicted of a felony or has ever completed any portion of a sentence due to a felony charge.	Y	8/10/2015	
K.	The contents of the Application shall be verified, under oath, by each person or entity holding an ownership interest in the proposed Retail Marijuana Establishment.	N/A		Oath to be given at public hearing.
L.	Applications for renewal of a License, transfers of ownership, changes in trade name, and other application types set forth in the Fee Schedule where no material change in the characteristics of the Licensed Premises has occurred shall not require the items enumerated in Subsections D through H..			

Town of Parachute, CO
222 Grand Valley Way
P.O. Box 100
Parachute, CO 81635

AUG 10 2015 07:44

Retail Marijuana Establishment Business License Application and Checklist

Application Checklist

☒ **Application Form Fully Completed** Type or clearly print an answer to every question. If a question does not apply to you, indicate so with an N/A. If the available space is insufficient, continue on a separate sheet and precede each answer by stating the question. **A separate application is required for EACH license type.**
☒ **All Forms Signed & Attached** The following accompanying forms must be signed by each owner of the Applicant as required by the Town's Retail Marijuana Establishments ordinance and be provided with the Application as a condition of acceptance: ☒ Affirmation & Consent (COMPLETED - SEE ATTACHED) ☒ Investigation Authorization/Authorization to Release (COMPLETED - SEE ATTACHED)
☒ **Copy of Conditional State License or Proof of State License Application Attached** Proof of state license application shall be submitted when a conditional state license has not been issued. Proof of a state license consists of a copy of the complete State Retail Marijuana License Application and supporting documents, and all Associated Key Marijuana License Applications and supporting documents submitted in connection with the Retail Marijuana License Application. These items may be submitted as a supplement to the other application materials. (STATE LICENSE APPLICATION ATTACHED)
☒ **All Requested Information Attached (Other forms may be made available and may be required at time of application)** The following supporting information requested in the Town of Parachute's Retail Marijuana Establishments ordinance and in this application (as applicable) must be attached: ☒ Proof of ownership, lease, rental agreement, or other arrangement for legal possession of the proposed licensed premises described in this application form. (SEE LEASE ATTACHED) ☒ Operating plan described in the Town's Retail Marijuana Establishments ordinance of the proposed licensed premises. (SEE "OPERATING PLAN" ATTACHED, SEE "OPERATIONAL PLAN GUIDE" FOR MORE DETAILS) ☒ Floor plan described in the Town's Retail Marijuana Establishments ordinance of the proposed licensed premises. (SEE "FLOOR PLAN" ATTACHED) ☒ Sign, security and lighting plans indicating how the proposed licensed premises will comply with the requirements of the Colorado Retail Marijuana Code and the Town's Retail Marijuana Establishments ordinance. (SEE SIGN, SECURITY AND LIGHTING PLANS IN "OPERATING PLAN" AND "OPERATIONAL PLAN GUIDE") ☒ An area map of the proposed licensed premises as described in the Town's Retail Marijuana Establishments ordinance. **The area map must clearly show the proximity of the proposed licensed premises to any public or private school located 500 feet or less from the proposed licensed premises, and to any other licensed premises located 150 feet or less from the proposed licensed premises as measured pursuant to the Town's Retail Marijuana Establishments ordinance.** ☒ Proof that the proposed licenses premises will be located in a location that is compliant with the Town's zoning and land use laws, or that the necessary land use application(s) has been made. (SEE "AREA MAP" ATTACHMENTS FOR PROOF OF ZONING/SEPARATION TO SCHOOLS/ESTABLISHMENTS) **Note:** The Town of Parachute reserves the right to request additional information and documentation throughout the course of the background investigation.
☒ **Application Fees** Application fees as required by the Town's Retail Marijuana Establishments ordinance. Application fees are non-refundable and must be paid via a certified check or money order. (PAYMENT OF $5,000 ATTACHED)

Retail Marijuana Establishment Business License Application

New License Application ☒ Annual License Renewal ☐

License Sought - Attach a copy of the conditional State License or proof of application for a State License.

A separate license application must be filed for each type of desired license or proposed licensed premises.

Retail Marijuana Store ☒ Retail Marijuana Testing Facility ☐

Retail Marijuana Cultivation Facility ☐ Retail Marijuana Products Manufacturing Facility ☐

*A Cultivation Facility license requires a public hearing before the Planning and Zoning Commission for Special Review Use approval.

Applicant's Legal Business Name (Please Print) THE CANNABIST CASTLE SUPERMARKET & DISPENSARY LOUNGE LLC	
Trade Name (DBA) (Provide Trade Name Registration) THE KIND CASTLE	Website Address WWW.CANNABISTCASTLE.COM

Location and Contact Information – Proposed Licensed Premises

Street Address and Assessor Parcel No. of Proposed Premises 248 EAST FIRST STREET (ASSESSOR PARCEL NO. 240912113007)	City PARACHUTE	State CO	ZIP 81635
Business Phone Number 1(844)MJ-CASTLE (970-652-2785)	Business Fax Number (888)701-4269	Email Address EMAIL@CANNABISTCASTLE.COM	

Does the applicant have legal possession of the proposed licensed premises by virtue of ownership, lease or other arrangement?

Yes ☒ No ☐ Legal Basis for possession: Ownership ☐ Lease ☒

Other ☐ Explanation: N/A

Submit all documentation (e.g. deed, title commitment/report, title, sale or lease agreements etc.) showing legal right to possession. If premises are leased, attach written consent by the property owner to licensing of the premises for a retail marijuana establishment.

Is the proposed licensed premises in compliance with applicable zoning and land use laws? Yes ☒ No ☐ (SEE ATTACHED AREA MAPS)
If not, has the applicant submitted the necessary land use application? Yes ☐ No ☐ Attach any submitted application. N/A

Applicants' Contact and Related Information

Address 248 EAST FIRST STREET	City PARACHUTE	State CO	Zip 81635
Primary Contact Person for Business RAYMOND JOSEPH STRICKOFF JR	Title MEMBER	Primary Contact Phone Number (970)316-2795	
Primary Contact Address (city, state, Zip) P.O. BOX 687, GLENWOOD SPRINGS, CO 81602		Primary Contact Fax Number (888)701-4269	
Federal Taxpayer ID 47-3495510	Colorado Sales Tax License # 27973896	Email Address EMAIL@CANNABISTCASTLE.COM	

Business Entity Details

Sole Proprietorship ☐ Partnership ☐ Limited Liability Company ☒ C Corporation (Closely Held) ☐

Trust ☐ Limited Partnership ☐ S Corporation ☐ C Corporation (Publicly Traded) ☐

Other ☐ Explanation: _____

State of Incorporation or Creation of Business Entity COLORADO (SEE ATTACHED ARTICLES OF ORGANIZATION)	Date of Incorp./Creation 03/21/2015

Date Qualified to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office)
03/21/2015 (SEE ATTACHED CERTIFICATE OF GOOD STANDING)

If a Corporation, Limited Liability Company, or Limited Partnership, List all States Where the Corporation is Authorized to Conduct Business
COLORADO

List all Trade Names used by the Business Entity In Addition to Formal Name

THE KIND CASTLE

Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);

- Been denied a privileged license (i.e. - Liquor, Gaming, Racing and Marijuana)? Yes ☐ No ☒
- Had a privileged license (i.e. - Liquor, Gaming, Racing and Marijuana) suspended or revoked? Yes ☐ No ☒
- Had interest in another entity that had a privileged (i.e. - Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked? Yes ☐ No ☒

If you answered yes to any of the above questions, explain the denial, suspension, or revocation in detail on a separate sheet.

Ownership Structure

List all persons and/or entities with any ownership interest in the applicant/proposed licensee, and all officers and directors, regardless of whether they have an ownership interest in the applicant/proposed licensee. If an entity (corporation, partnership, LLC, etc.) has an ownership interest the applicant/proposed licensee, list all persons having an ownership interest in such entity, their percentage of ownership of the entity, and their effective ownership of applicant/proposed licensee if ownership in applicant is through ownership of a parent or holding entity (an Ownership Entity). Submit additional sheets if necessary.

Name	Title	SSN/FEIN		Date of Birth
RAYMOND JOSEPH STRICKOFF JR.	MEMBER	087-70-0123		03/10/1978
Address	City	State	ZIP	Phone Number
10163 GRANITE HILL DRIVE	PARKER	CO	80134	(970) 316-2795
Ownership Entity (if applicable)	% Ownership of Ownership Entity			Effective Own. % in Applicant
THE CANNABIST CASTLE SUPERMARKET & DISPENSARY LOUNGE LLC	100%			100%

Name	Title	SSN/FEIN		Date of Birth
N/A	N/A	N/A		N/A
Address	City	State	ZIP	Phone Number
N/A	N/A	N/A	N/A	N/A
Ownership Entity (if applicable)	% Ownership of Ownership Entity			Effective Own. % in Applicant
N/A	N/A			N/A

Name	Title	SSN/FEIN		Date of Birth
N/A	N/A	N/A		N/A
Address	City	State	ZIP	Phone Number
N/A	N/A	N/A	N/A	N/A
Ownership Entity (if applicable)	% Ownership of Ownership Entity			Effective Own. % in Applicant
N/A	N/A			N/A

Name	Title	SSN/FEIN		Date of Birth
N/A	N/A	N/A		N/A
Address	City	State	ZIP	Phone Number
N/A	N/A	N/A	N/A	N/A
Ownership Entity (if applicable)	% Ownership of Ownership Entity			Effective Own. % in Applicant
N/A	N/A			N/A

Name	Title	SSN/FEIN		Date of Birth
N/A	N/A	N/A		N/A
Address	City	State	ZIP	Phone Number
N/A	N/A	N/A	N/A	N/A
Ownership Entity (if applicable)	% Ownership of Ownership Entity			Effective Own. % in Applicant
N/A	N/A			N/A

Name	Title	SSN/FEIN		Date of Birth
N/A	N/A	N/A		N/A
Address	City	State	ZIP	Phone Number
N/A	N/A	N/A	N/A	N/A
Ownership Entity (if applicable)	% Ownership of Ownership Entity			Effective Own. % in Applicant
N/A	N/A			N/A

Who, besides the owners of the applicant/proposed licensee listed above (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Submit a separate sheet if necessary.

Name	Date of Birth	FEIN OR SSN	Interest
ENERGY CHOICE CENTER,INC.	N/A	45-3155312	0%
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

Has the applicant or an ownership entity listed above (if applicable) ever applied for a marijuana license (retail or medical) in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for. (SEE ATTACHED "Details of Applicant's Other Retail Marijuana Business Licenses" DOCUMENT)	Yes ☒ No ☐
Has the applicant or an ownership entity listed above ever been denied a marijuana license (retail or medical), withdrawn a marijuana license or had any disciplinary action taken against any marijuana license that they have held in this or any other jurisdiction, Colorado or otherwise? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	Yes ☐ No ☒
In the last ten years, has the applicant or any partner, member, officer, director, or stockholder of the applicant ever been arrested, charged, or convicted of a crime or offense in a federal, state or other court? If YES, please provide details on a separate sheet, including jurisdiction, the crime or offense arrested for and whether charged with or convicted, and date of action.	Yes ☐ No ☒

Maintenance of Books and Records

Name of Person who maintains Applicant's business records RAYMOND JOSEPH STRICKOFF JR.	Title MEMBER
Address 248 EAST FIRST STREET, PARACHUTE, CO 81635	Phone Number (970) 316-2795
Person who prepares Applicant's tax returns, government forms & reports JIM MARTY / BRIDGE WEST CPAS AND CONSULTANTS, LLC	Title CPA
Address 1714 DUCHESS DRIVE, ATTN: J. MARTY, LONGMONT, CO 80501	Phone Number (303) 651-0304

Location of financial books and records for Applicant's business
248 EAST FIRST STREET, PARACHUTE, CO 81635

Managers

Name of Manager of proposed licensed premises. Submit a separate sheet if necessary. RAYMOND JOSEPH STRICKOFF JR.	Date of Birth 03/10/1978	SSN 087-70-0123

Details of Applicant's Other Retail Marijuana Business Licenses

The applicant, The Cannabist Castle Supermarket & Dispensary Lounge LLC doing business as The Kind Castle, has previously applied for and was approved for a State Conditional License by the Marijuana Enforcement Division (License # 402R-00473) to operate a Retail Marijuana Establishment located in the jurisdiction of the City of Glenwood Springs. The license is assigned to the business location of 818 Grand Avenue, Glenwood Springs CO 81601. The license was held and effective on the date of June 19, 2015 and shall be valid through 06/19/2016. This is strictly a retail establishment; no medical marijuana sales, no product manufacturing, and no cultivation.

Owner's Affirmation & Consent

I RAYMOND JOSEPH STRICKOFF JR. as an owner of and authorized agent for the applicant state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire foregoing Retail Marijuana Establishment Business License Application statements attachments and supporting schedules are true and correct to the best of my knowledge and belief and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for Local Licensing Authority to refuse to issuance of a the desired retail marijuana establishment license. I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial or revocation of the license. I am voluntarily submitting this application to the Local Licensing Authority of the Town of Parachute Colorado under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as applicant holds a retail marijuana establishment license and for 90 days following the expiration or surrender of such marijuana license.

Print Full Owner/Legal Agent Name: RAYMOND JOSEPH STRICKOFF JR

Applicant's Name	Trade Name (DBA)	
THE CANNABIST CASTLE SUPERMARKET & DISPENSARY LOUNGE LLC	THE KIND CASTLE	
Owner/Legal Agent Last Name (Please Print)	Owner/Legal Agent First Name	Owner/Legal Agent Middle Name
STRICKOFF	RAYMOND	JOSEPH
Legal Agent Title	Signature (Must be signed in front of one witness)	
MEMBER		
Date (MM/DD/YY)	City	State
08/01/2015	PARACHUTE	COLORADO
Witness 1 Signature		

Owner's Authorization to Investigate and Release Information

Print Full Owner/Legal Agent Name

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("Sublease"), entered into this 1st day of August, 2015, is made between Glenwood Canyon Properties, a Colorado limited liability company, whose address is PO Box 2507, Glenwood Springs, CO 81602 ("Sublessor"), and The Cannabis Castle Supermarket & Dispensary Lounge, a Colorado limited liability company, whose address is 248 East First Street, Parachute, CO 81635 ("Sublessee") (individually referred to as "Party" and collectively as the "Parties") for the period beginning August 1st 2015 and ending July 31st 2026, pursuant to that certain Lease Agreement between Landlord and Lessee (hereinafter the "Master Lease"), incorporated via Appendix A below, and any renewals, amendments or extensions of the Master Lease or as otherwise provided herein (the "Sublease Term") for the real property located at 248 East First Street, Parachute, CO 81635 (the "Premises").

The Parties and the Landlord agree:

1. **Rent.** Sublessee shall take full lawful possession of the Premises for the remaining term of the Master Lease and shall pay as rent for the initial Sublease Term to Sublessor, for Sublessor's sole use, the total sum of [redacted], due directly to the Sublessor on or before the first day of each month at the following address:

   Glenwood Canyon Properties, LLC

   PO Box 2507

   Glenwood Springs, CO 81602

2. **Security Deposit.** Sublessee shall pay a security deposit of $2,000.00 (the "Security Deposit") to Sublessor, due and payable at time of execution of this Sublease. The Security Deposit shall be used by Sublessor to use at Sublessor's sole discretion.

3. **Additional Obligations and Agreements.** The Parties agree to the following obligations and payment of expenses as they relate solely to the Premises:

   A. Sublessee agrees to remain responsible for the monthly cost of electricity, air conditioning, and all other utility costs for the Premises.

   B. Sublessee shall be required to cover all expenses for tenant fit and upgrades [illegible] for the premises, including but not limited to: (i) Architect fees; (ii) Construction expenses; (iii) License and permitting fees; (iv) Utilities; and (v) Equipment.

   C. Sublessee shall, at its sole expense and option, perform updates to the premises including the following:

a. Replace/update of business signs provided such signs meet the City's Signage Code.

b. Upgrade windows and add privacy tint, as deemed necessary by Tenant.

c. Remove/replace carpet, install hardwood flooring

d. Install additional lighting, as deemed necessary by Tenant.

e. Replace the front door and locks.

f. Paint the business suite.

g. Install security system, cameras, and such devices

D. Landlord agrees that no tenant or resident on the premises shall hold any key whatsoever, or be granted access, to the Tenant's premises, unless put in writing and signed by Tenant.

E. This Agreement is subject and subordinate to the Master Lease. This Sublease shall comply and be subject to any and all of the covenants, warrants, and obligations contained herein.

4. Sublease Term. Notwithstanding anything contained in the Master Lease to the contrary, this sublease shall be binding on the Parties until July 31st, 2020 and for any valid renewal periods thereafter. The initial term of this Sublease shall be for five (5) years. Should the Master Lease be extended by Sublessor pursuant to an option to extend, the terms of this Sublease shall remain in effect. If at any point the Master Lease converts to a month to month lease, this Sublease shall continue in effect for that extended period of time until such time as the Parties end their relationship. There shall be no new, changed, altered, alternative, or additional lease between Landlord and Sublessee at any time, without the prior written consent of Sublessor.

5. No Assignment. Sublessee shall not, without Sublessor's prior written consent, sublet, assign, or otherwise encumber any interest under this Sublease. Any transfer made without Sublessor's prior written consent shall, at Sublessor's option, be void.

6. Termination of Lease. Sublessor may terminate this Sublease at any time with one (1) month's written notice given to Sublessee.

7. Limitation of Liability. In no event shall Sublessor be liable for any consequential, indirect, exemplary, special or incidental damages, including any lost profits, arising from or relating to this Sublease. Sublessor's total cumulative liability in connection with any default under this Sublease, whether in contract, tort, or otherwise, will not exceed the amount of the rent paid by Sublessee under this Sublease. Sublessee acknowledges that any anticipated or realized monetary obligation incurred by Sublessor under the Sublease shall reflect the allocation of risk amongst the parties and that Sublessor would not enter into this agreement without this limitation on liability.

8. Original Lease. The Parties and the Landlord, as defined in the Master Lease, acknowledge and agree that Sublessee shall be bound by all of the terms and conditions of the Master Lease or any modification or amendment thereof, except for the provisions of the Master Lease as it relates to rent and deposit provided therein or any other provision that directly conflicts with a provision of this Sublease, in which case the provisions of this Sublease shall control. The Sublessee shall be jointly and severally liable with Sublessor for all the obligations in the Master Lease.

9. Landlord Consent. Landlord, by signing below, consents to this Sublease and agrees that the Parties shall not be evicted for reason of a breach of this Sublease agreement by the Sublessee. Sublessee acknowledges and agrees that the Landlord's consent is a condition of Sublessor's obligations under this Sublease.

10. Use for Medical or Retail Marijuana. Notwithstanding anything contained in the Master Lease or the Sublease to the contrary, the Landlord and Sublessor and Sublessee and Sublessee hereby acknowledge, agree and understand that the Sublessee [illegible] shall be an applicant for a license under the Colorado Medical Marijuana Code, C.R.S. § 12-43.3-101, et seq., and/or the Colorado Retail Marijuana Code, C.R.S. § 12-43.4-101, et seq., and the Town of Parachute Retail Marijuana Ordinances (collectively referred to as the "Codes") and/or may be currently licensed or licensed in the future under the Codes as a medical and/or recreational retail marijuana establishment (as any of these terms may be defined under the Codes) and entitled to possess, sell, distribute, transport, and/or acquire medical/retail marijuana under state and local law. Sublessee shall maintain appropriate licensing in good standing as required by applicable state and local laws and at all times remain within the limits allowed by applicable law with regard to the possession, cultivation, sale, distribution, acquisition, transportation, or use of marijuana. Any material violation of any statute or rule under any applicable Colorado state or local law regarding marijuana resulting in the loss of the applicable license or the denial of the applicable license application by the Sublessee shall provide the Sublessee a right to terminate the Sublease immediately upon notice of such loss or material violation. If a change in State law or Federal enforcement priorities makes the intended use of the property illegal under State law or poses an imminent risk of law enforcement action, Federal or otherwise, Sublessee and/or Sublessor may terminate this Sublease upon written notice of such change or action to the other party. Such termination shall be effective as of the date such notice is received by the other party, and the Parties shall be released from their obligations under this Sublease.

11. Inability to Secure Local or State License or Change in Federal Enforcement Priorities. Notwithstanding anything contained herein or in the Master Lease to the contrary, should the Sublessee not be granted or otherwise fail to obtain a local and state license for the activities contemplated herein, or if there is a change in federal enforcement priorities related to the use of the Premises as contemplated herein, Sublessee and/or Sublessor may terminate this Sublease by written notice to the other party. Such termination shall be effective as of the date such notice is received by the other party, and the Parties shall be released from their obligations under this Sublease.

12. Default and Termination.

a. Event of Default by Sublessee. If Sublessee materially breaches any of the covenants of this Sublease or if the Parties cannot come to terms on the management of the Premises by Sublessee, in Sublessee's sole discretion, Sublessee shall be determined to be in default of this Lease ("Event of Default by Sublessee"). During any Event of Default by Sublessee, subject to any State of Colorado or Town statute, ordinance or law to the contrary, and upon Sublessor serving a written fourteen (14) days' notice upon Sublessee specifying the nature of said default and upon the expiration of said fourteen (14) days, if Sublessee does not cure a default at which he has been notified, or if the default cannot be completely cured or remedied in fourteen (14) days, Sublessor may: (i) cure such default and add the cost of such cure to Sublessee's financial obligations under the Sublease; (ii) declare Sublessee in default and terminate the Sublease and/or terminate possession of the Premises; in addition to any other remedies available to Sublessor at law or equity; (iii) use the security deposit to offset any damages, including payment of rent, under the Sublease; and/or (iv) take any other action available in the Sublease in terms of default. All remedies herein shall be cumulative and in addition to any other remedy available in law or equity.

13. JURY TRIAL WAIVER. LANDLORD, SUBLESSOR, AND SUBLESSEE WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN ORDER OF ANY MATTER WITH RESPECT TO THIS LEASE, INCLUDING CONSTRUCTION, USE

SUBLEASE, THE RELATIONSHIP OF THE PARTIES, THE PARTIES' USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY.

14. Sole Agreement. Notwithstanding anything contained in the Master Lease or Sublease to the contrary, the parties agree that this Sublease contains the entire agreement between the parties related to leasing the Premises. This Sublease cannot be modified or amended in any manner except through a written amendment signed by the parties hereto. No oral agreements or amendments are binding unless reduced to writing.

15. Governing Law Prevailing Party, Attorney's Fees. This Sublease shall be governed by the laws of the State of Colorado and the parties consent to jurisdiction in Garfield County District Court. The prevailing party in any litigation arising from this agreement shall be awarded attorneys' fees and costs, including expert witness fees, paid by the non-prevailing party.

16. Successors and Assigns. The rights and obligations of either Party shall not be transferable without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. All obligations of the Parties herein shall be binding upon their respective successors or assigns.

17. Waiver. No waiver of breach of any term or condition of this Agreement shall operate as a waiver of any other breach of such term or condition, or of any other term or condition, nor shall any failure to enforce any provision hereunder operate as a waiver of such provision or any other provision hereunder.

18. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or one day after delivery to a nationally recognized overnight delivery service, charges prepaid, three days after being sent by registered or certified mail, postage prepaid, to the parties at their respective addresses set forth above or to such other address as any party shall have specified by notice to the other in accordance with this Section. Purchase orders, forecasts and other normal business forms and any notices not sent in accordance with the foregoing shall be effective only upon receipt.

20. Employees, Independent Contractors, and Service Providers. Sublessee understands and fully agrees that all employees, visitors, volunteers, independent contractors, and service providers and agents shall be subject to removal in writing (email shall suffice) from Sublessor before entering or occupying the premises for any period of time. Any change in the Sublessee's establishment manager must be agreed to in writing by Sublessor prior to any such change.

21. Landlord has no participation. Landlord specifically acknowledges and states that Landlord has no participation, express or implied, in the marijuana related operations of Tenant. Notwithstanding anything to the contrary contained herein, the term "property" which Landlord hereby specifically excludes any Business conducted in the sale of Medical or Retail Marijuana or Medical or Retail Marijuana Products, each as defined in Rules M 103 and R 103 promulgated under Title 12, Articles 43.3 and 43.4, C.R.S. (2013), and related equipment and inventory.

22. Retail Marijuana Establishment Business License Application. The Town of Parachute's "Agreement for Payment of Land Use Application Fees" and other reasonably foreseeable

documentation relating to the Sublessee's "Retail Marijuana Establishment Business License Application", shall be executed or re-executed if necessary by Landlord, in connection with Sublessee's attempts to secure licensing for the intended use, as may be requested by Sublessee.

23. **Acknowledgement of risk.** The Parties understand and acknowledge that marijuana activities are illegal under federal law.

24. **Contingent on MED and Local Approval.** The Parties and Landlord hereby acknowledge and agree that the terms of this Sublease are subject to the approval of the Colorado Department of Revenue's Marijuana Enforcement Division ("MED") and the applicable Local Licensing Authority ("LLA"), and the parties agree to negotiate in good faith to conform with any guidance provided by the MED and LLA relating to this Sublease. In the event the Parties cannot reach an agreement within one hundred and eighty (180) days of notice by the MED or LLA that the MED or LLA must be returned, either Party may terminate this Sublease and the Parties shall have no further obligation to the other hereunder. Such termination shall be effective as of the date such notice is received by the other party.

IN WITNESS WHEREOF, the parties hereto set their hands the day and year as hereinabove set forth by their duly authorized representatives.

SUBLESSOR: Glenwood Canyon Properties, a Colorado limited liability company

By: _____

SUBLESSEE: The Cannabist Castle Supermarket & Dispensary Lounge, a Colorado limited liability company

By: _____

LANDLORD: _____

By: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease") is made and entered into this 1ST day of August, 2015, by and between LIDIA MENDOZA, (hereinafter "Landlord") whose address is 9 E main st farmington AR, 72730 ATTN: Lidia Mendoza, _____, _____, Colorado ____ and Glenwood Canyon Properties LLC (hereinafter "Tenant") whose address is 248 East First Street, Parachute, Colorado 81635.

WITNESSETH

1. LEASED PREMISES. **In consideration of the mutual covenants and agreements set forth herein, Landlord does hereby lease to Tenant and Tenant does hereby lease from the Landlord, the property known and numbered as 248 East First Street located in Parachute, CO under the following terms and conditions (the "Leased Premises").**

2. TERM. The term of this Lease shall be for a period of 60 months, to commence on August 1, 2015, and to end on July 31, 2020.

A. Option to Renew: Tenant shall have the right to extend the term of this Lease for two (2) successive periods of sixty (60) months provided:

(1) No default by Tenant is existing or continuing in the performance of any of the terms of this Lease at the time of the exercise by Tenant of option to extend the term and so long as no material default has occurred in the Tenant's duties pursuant to this Lease Agreement during the previous term;

(2) The extended term shall be on the same terms, covenants and conditions as provided in this Lease, and;

(3) Tenant shall have exercised Tenant's right to extend the term by giving written notice of Tenant's exercise of such right at least ninety (90) days prior to the date the present term of this Lease Agreement terminates.

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3. **GROSS RENT.** Tenant shall pay to the Landlord, as rent for the Leased Premises, payable to _____, in advance without demand and without deduction, the total sum of [redacted] in equal monthly installments in the amount of [redacted] per month all inclusive. Tenant shall make payment to Landlord at lease execution for the first month's rent and security deposit (equal to one month's rent amount). Landlord shall allow Tenant access to the Leased Premises upon execution of this Lease Agreement and payment of first month's rent and security deposit.

4. ADDITIONAL RENT.

A. If said monthly payments are not paid on or before the fifth (5th) day of each month, Tenant shall pay a late charge of five percent (5%) of the outstanding balance in addition to the monthly payment provided herein.

B. In the event all or part of the combined rent as described in this Lease is delinquent beyond the 30th day of the month in which it is due, the delinquent amount (plus the related late payment additional rent) shall bear interest at the rate of one and one-half percent (1.5%) per month.

C. If Tenant's check is returned due to insufficient funds, Tenant will be charged a $50.00 returned check fee. In addition, if the returned check causes the rent to be paid after the tenth (10th) day of the month, Tenant will also be charged a late fee in accordance with Paragraph A above.

D. If Tenant's delinquency in rent payment requires issuance of a Three Day Notice to Quit, Tenant shall be charged $50.00 per issuance.

In order to be entitled to these payments, Landlord must give written notice to Tenant and Tenant must then be given five (5) days from receipt of such notice to cure.

5. **TENANT DEFAULT CONSEQUENCES.** In the event Tenant defaults on any of its obligations under the Lease, including the failure to pay rent when due, Tenant agrees to pay any and all costs of collection, including any court costs and reasonable attorney's fees. If Tenant shall abandon premises and default on this lease for a minimum period of thirty (30) days, Landlord shall provide written notice to Tenant via certified mail, and email, and ten (10) days following the time-stamp date of the mailed written notice to Tenant, Landlord shall have the following remedies:

A. Without cancelling the Lease, Landlord may re-enter and re-let the premises or any part thereof, in accordance with applicable law. Landlord will use diligence to find a new tenant and will not unreasonably withhold its consent of any proposed new tenant. Parties agree that acceptance of a new tenant does not operate as a cancellation of this lease nor does it release Tenant's obligations under this lease.

B. Landlord may cancel this lease and all rights of Tenant under the lease in which event all payments and all other obligations under this lease up to the date of cancellation shall be paid and performed by Tenant. Parties shall be entitled to

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damages at law for breach of this Lease.

c. Parties shall also have all rights and remedies provided by law.

In the event of default by either party, the prevailing party shall be due any court costs and attorney fees expended in any suit against the other in regards to this Lease.

6. SECURITY DEPOSIT. LAST MONTH RENT. Upon Tenant's signing of this Lease, Tenant shall deliver to Landlord the Security Deposit in the amount of one (1) dollar ($1.00), to be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that such deposit is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. If any time during the term of this Lease any of the rental herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may at the option of Landlord (but Landlord shall not be required to) appropriate and apply any portion of the Security Deposit to the payment of any such overdue rental or other sum. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord at its option may appropriate and apply the Security Deposit, or so much thereof as may be necessary, to compensate Landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the Security Deposit or any portion thereof be appropriated and applied by Landlord for the payment of overdue rental or other sums due and payable to Landlord by Tenant hereunder, or for a breach on the part of Tenant, the Tenant shall, within five days after the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the Security Deposit to the original sum deposited. Landlord shall have the right to commingle the Security Deposit with other funds of Landlord. Subject to Tenant compliance with all of the terms, conditions and covenants of this Lease and the payment of all amounts due, and all other sums payable by Tenant to Landlord hereunder, the Security Deposit shall be returned to tenant in full within thirty (30) days after the expiration or termination of this Lease. No last month's rent is held for this lease.

7. TENANT / LANDLORD - UTILITIES, USE AND CARE OF LEASED PREMISES

A. Tenant shall utilize the Leased Premises as a commercial retail establishment(s), as permitted by state and local laws. Landlord consents to Tenant's use of the Leased Premises for any retail use, to be determined in Tenant's sole discretion, including the retail sale of marijuana, in accordance with applicable state and local laws. Landlord shall provide any information and execute any documentation that may be required or requested by any state or local authorities including, but not limited to, information and documentation regarding: (i) Tenant or any subtenant's possession of the premises; (ii) Landlord's consent to the use thereof; (iii) any form of affidavit(s) to be executed and/or re-executed by the property owner(s), as may be requested by Tenant; and (iv) obtaining any applicable license(s) and permit(s) ("Government Approvals") necessary for Tenant or any subtenants to conduct a retail establishment, including a licensed retail marijuana business.

B. Tenant will not use, occupy, or permit the Leased Premises or any part thereof for purposes deemed to be hazardous. In the event of any seizure of any property belonging to the owner of the property or the Landlord, Tenant shall be responsible to reimburse the property

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owner or landlord the fair market value thereof. In addition, in the event of any civil or criminal enforcement action, including but not limited to civil forfeiture actions, by law enforcement, prosecution or other lawful authority, the Tenant agrees to defend, indemnify and hold harmless the other and the property owner. Parties shall not perform any act or carry on any practices which may injure the Building of which the Leased Premises form a part or disturb or be a nuisance to or endanger customers of the Building.

C. Tenant shall not do or permit anything to be done in or about the Leased Premises or bring or keep anything therein which will in any way increase the rate of fire insurance upon the Building wherein the Leased Premises are situated. Tenant shall, at its sole cost and expense, comply with any and all requirements of any insurance company necessary for the maintenance of reasonable fire and public liability insurance covering the Building and/or the Leased Premises. Tenant shall promptly comply with all laws, rules, ordinances, orders, directions, regulations and requirements of state, county and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation, cleanliness, safety or alteration of the Leased Premises, including the installation of such additional facilities as may be required for the conduct and continuance of Tenant's business on the Leased Premises, all at Tenant's sole cost and expense. No fire, auction, going out of business or bankruptcy sales may be conducted on the Leased Premises without Landlord's prior written consent.

D. Tenant shall at all times and at its expense keep the Leased Premises and every aspect thereof in a good, safe, clean and attractive condition, and in fair judgment free from dirt, rubbish, snow, ice, obstructions, and unsightly or hazardous conditions. Tenant shall not use any electrical equipment, which, in the Landlord's reasonable opinion, will overload the wiring installations or interfere with the reasonable use thereof by the Landlord.

E. Utilities and Services – Tenant. Tenant shall apply for and pay monthly costs for electricity (lights and air conditioning unit), trash removal, and any telephone, television, or communication or security service or any other service required for its business operation. Tenant shall also pay insurance as addressed in Article 19 of this lease. In addition, during winter months, the Tenant shall clean and remove snow and provide salt or sand as needed to the sidewalk in front of the premises.

F. Utilities And Services – Landlord. Landlord shall pay property tax, property insurance, and water/sewer charges. Landlord shall be responsible for the sprinkler system repair/maintenance and start up and shut down.

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8. SURRENDER. Unless Tenant elects to renew this Lease, Tenant agrees to and shall, on

expiration or sooner termination of this Lease or any extended term hereof, promptly surrender and deliver the Leased premises to the Landlord without demand thereof and in good condition, except for ordinary wear and tear.

Unless Tenant elects to renew this Lease, Landlord shall have the right to show the Leased Premises during the ninety (90) day period prior to Term expiration or ten (10) days after notice to vacate is received, whichever occurs first, subject to applicable law.. Tenant shall not remove any of its property from the Leased Premises upon termination of the Lease without prior written approval of The Landlord, except during Landlord's normal working hours, in accordance with applicable law. In the event Landlord consents to Tenant's removal of personal property of the Tenant's, before or after normal business hours, any expenses incurred by Landlord as a result thereof, including but not limited to expenses for personnel, security, utilities, and the like, shall be paid by the Tenant. Landlord agrees and understands this Lease is contingent upon any subtenant obtaining acceptable license(s) from the State of Colorado and the local licensing authority to conduct the type of business specified in the sublease agreement. At the written request of Tenant, this lease is null and void in the event valid aforementioned retail business licenses are not obtained or possessed by Tenant's subtenant(s) for the Leased Premises, or the federal government's enforcement priorities change, all at the sole option of the Tenant, effective thirty (30) days after providing written notice to Landlord.

9. NOTICES. Wherever any notice is required or permitted hereunder, such notice shall be in writing, directed to the respective parties at their addresses as listed herein below, or to such other address as Landlord or Tenant may hereafter specify by written notice to the other.

LANDLORD: 9 E main St
Farmington AR, 72730
ATTN: Lidia Mendoza

TENANT: Glenwood Canyon Properties LLC
PO Box 2507
Glenwood Springs, CO 81602

cc: Jessica Scardina, Esq.
Vicente Sederberg, LLC
1244 Grant Street, Denver, CO 80203

10. REPAIRS, MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

A. **Landlord's Covenants.** Landlord shall keep in good order, condition and repair, the foundation, structure, sidewalks, exterior walls and windows (except the interior faces thereof and the interior of all windows and doors within the Leased Premises), downspouts, gutters and roof of the Building. The Landlord shall also maintain the building's mechanical systems including heating, air conditioning, plumbing, and facilities outside the Leased Premises and outside other leasable spaces in the Building. The Landlord shall not be required to make any repairs occasioned by the

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negligence or willful acts of Tenant, its agents, employees, contractors, licensees, invitees or customers, which repairs shall be made by Tenant. Landlord shall make necessary repairs within a reasonable period of time after receipt of written notice from Tenant as to the need thereof. Landlord also agrees to maintain in a good and attractive condition the common exterior walls, roof, grass and sidewalk in the summer, grass sprinkler system maintenance, alley clean up, and to remove ice and snow from alley and roof as necessary. Provided, that if such maintenance is necessitated by the negligence or willful act of Tenant or such tenant's agents, employees, contractors, licensees, invitees or customers, such maintenance shall be performed by the responsible tenant at its cost.

B. **Tenant's Covenants.** Throughout the entire term of this Lease, Tenant agrees to keep and maintain the Leased Premises and each and every aspect thereof, including without limitation non-structural elements, including interior walls, floors, ceilings, utility systems and components, glass, windows, doors, fixtures, leasehold improvements and equipment, in a clean, safe and attractive condition and in good working order and repair, at Tenant's sole cost and expense. Tenant agrees that any repairs or replacements to or of properties of any kind within or upon the Leased Premises shall be at least equal in quality to the original properties repaired or replaced. Upon the expiration or other termination of this Lease, Tenant shall deliver up the Leased Premises to Landlord in good order and condition, wear and tear from the reasonable use thereof excepted.

11. **TENANT ALTERATIONS, IMPROVEMENTS OR ADDITIONS.** Tenant may make necessary alterations, improvements, and/or additions to the Leased Premises or the exterior of the Building or the surrounding property with Landlord's written consent, such consent shall not be unreasonably withheld, conditioned or delayed by the Landlord. All approved changes shall be accomplished by Tenant in a good and workmanlike manner, in compliance with all applicable governmental requirements, and at Tenant's sole cost and expense.

12. **LANDLORD NOT LIABLE FOR DAMAGES.** Landlord shall not be liable to Tenant or to any other person whatsoever for any damages arising from the breakage, leakage, overrunning, obstruction, interruption, failure or discontinuance of all or any part of any utility or utility system in or about the Leased Premises or the Building, or from water being upon or coming through the roof or vents, due to causes other than the gross negligence or willful misconduct of Landlord, nor for any damages arising from any acts or neglect of co-tenants or other occupants of the Building or of adjacent property, or the public. As used herein, the term "damages" shall include lost profits.

13. **ACCESS TO PREMISES.** Landlord shall have the right to enter upon the Leased Premises, with reasonable advance notice to Tenant, to inspect the same, to make repairs, additions or alterations to the Leased Premises and/or the adjoining premises or the Building, and for any other lawful purpose, in accordance with applicable law. Landlord shall put forth sufficient effort to arrange for Tenant to be present at all times Landlord desires to enter upon the premises. Landlord agrees to never allow any person or party into the Leased Premises, unless supervised at all times and provided Tenant has agreed in writing (email shall suffice) to allow any such person or party access to the Leased Premises. For a period commencing ninety (90) days prior to the end of the Lease term, unless Tenant elects to renew this Lease, Landlord may have reasonable access to the Leased Premises for the purpose of exhibiting the same to prospective tenants and to post "For Lease" signs upon the Leased Premises, in accordance with applicable law.

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14. ASSIGNMENT AND SUBLETTING. **Tenant may assign or transfer this Lease, or sublet the Leased Premises or any part thereof, or grant any license, concession or other right**

to occupy any portion of the Leased Premises with prior written notice to Landlord. No prior written consent from Landlord to assign or sublet is required.. In the event Tenant, at its sole discretion and option, requests any such consent from Landlord, such consent shall not be unreasonably withheld by the Landlord.

15. DAMAGE OR DESTRUCTION. In case the Leased Premises shall be partially or totally destroyed by fire or other casualty insured under the Landlord's fire and extended coverage risk insurance, the same shall be repaired as speedily as possible at the expense of Landlord, unless Landlord shall elect not to rebuild as hereinafter provided.

A. If fifty percent (50%) or more of the Building shall be damaged or destroyed, or if the Building is damaged or destroyed to the extent of at least thirty three and one third percent (33⅓%) of the replacement cost thereof, or in the event the Leased Premises shall be partially or totally destroyed by a cause or casualty other than those covered by Landlord's fire and extended coverage risk insurance, then in any such event, Landlord may, if it so elects, rebuild or put the Building in good condition and fit for occupancy within a reasonable time after such destruction or damage, or may within sixty (60) days after such occurrence give Tenant notice in writing terminating this Lease as of the date of such occurrence. If Landlord elects to repair or rebuild the Building, it shall, within sixty (60) days after such occurrence, give Tenant notice of its intention to repair and then proceed with reasonable speed to make such repairs. Unless Landlord elects to terminate this Lease, this Lease shall remain in full force and effect, and rentals shall continue to be paid as provided in Article 3 of this Lease, except as otherwise provided in this Lease.

B. Tenant agrees that during any period of reconstruction or repair of the Leased Premises or the Building it will continue the operation of its business within the Leased Premises to the extent reasonably possible. During the period from the occurrence of the casualty until Landlord's repairs are completed, the fixed minimum rental and other charges and additional rental shall be reduced to such extent as may be fair and reasonable under the circumstances. Finally, in no event shall Tenant be entitled to any rent abatement if the fire or other casualty shall be the result of carelessness or negligence of Tenant or Tenant's agents, officers, directors, employees, or licensees. In such case, Tenant's liability for the payment of rent and the performance of its other Lease obligations shall continue and Tenant shall be liable to Landlord for all damage and loss suffered by Landlord in connection therewith.

C. Landlord agrees that if the Leased Premises are so damaged by a cause other than the carelessness or negligence of the Tenant to be unusable by Tenant or any subtenant for its intended purposes, and if the Leased Premises cannot be restored to a usable condition within sixty (60) days following the date the damage occurred, then Tenant shall have the right to terminate the Lease by giving written notice to Landlord effective as of the date of the occurrence. If Landlord and Tenant cannot agree as to whether restoration can be accomplished within said sixty (60) day period, then they shall select an independent local contractor to make the determination, which determination shall be binding on the parties. Tenant's notice of termination must be given within ten (10) days following the mutual determination by Landlord and Tenant or the

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termination by the independent contractor, as the case may be. If Tenant does not give timely notice of termination, then Tenant shall be deemed to have waived its right to terminate the Lease under this provision.

16. **LANDLORD HAS NO PARTICIPATION.** Tenant and Landlord specifically agree and acknowledge that Landlord has no participation, express or implied, in any marijuana related operations of the Tenant or Tenant subtenant(s), nor any interest in the business or equipment of Tenant or any subtenant.

17. **SIGNAGE.** Any sign or door lettering is to be designed, produced and installed by Tenant (or Tenant's agent), at the sole expense of Tenant. All exterior signs must be consistent with any local laws or ordinances governing such signs or lettering.

18. GOVERNING LAW AND JURISDICTION. **The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Lease. Tenant understands and agrees that the State courts located in the State of Colorado shall have subject matter jurisdiction to entertain any action brought to enforce this Lease and, by execution hereof, voluntarily submits to the personal jurisdiction of such courts.**

19. **INSURANCE.** Tenant and/or any subtenants of Tenant shall carry, at its sole option and expense, any and all desired insurance, insuring Tenant's or any subtenant's interests in its improvements, personal effects, and other property owned, Leased, held, or possessed by Tenant and/or any subtenant and contained therein.

In addition, Tenant or any subtenant of Tenant shall carry and maintain on the leased premises general fire, casualty, and extended coverage insurance for the general liability insurance with an insurer and in an amount no less than One Million Dollars ($1,000,000.00). This insurance coverage shall include water damage and sprinkler leakage, legal liability and plate glass insurance coverage. All such insurance shall specifically insure the performance by the Tenant of the indemnity agreement as to liability set forth in paragraph 21 hereof. Such liability policy shall name the Landlord, Tenant and/or any subtenant as co-insured's.

20. **ENTIRE AGREEMENT.** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement. This agreement shall be construed under and in accordance with the laws of the State of Colorado. This agreement constitutes the sole and only agreement of the parties thereto and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter within it. There are no other agreements other than those which are specifically expressed in this agreement. This Lease cannot be modified or amended in any way except through a written amendment signed by the parties hereto. No oral agreements or amendments are binding unless reduced to writing. LM

21. **INDEMNITY.** The Tenant shall indemnify and hold harmless the Landlord against all expenses, liabilities, and claim of every kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of:

A. Any injury, damage, wrongful death, property damage, or related claims

happening on or about the lease premises;

B. Any mechanic's lien or security interest filed against the Leased Premises for alteration, fixtures, or improvement thereon, or for any other reason arising out of work done by or on behalf of the Tenant;

C. Any failure by Tenant to perform any of the terms and conditions of this lease.

22. **LOITERING.** Tenant will monitor patrons of its retail establishment and will not allow any loitering or "hanging out" anywhere outside the building or ally.

23. **MISCELLANEOUS.** Tenant may, at its sole option and expense, perform updates to the premises including the following:

- Replacements/Updates of business signs, provided such signs meet the City's Signage Code.
- Upgrade windows and add privacy tint, as deemed necessary by Tenant.
- Remove/replace carpet, install hardwood flooring.
- Install additional lighting, as deemed necessary by Tenant.
- Replace the front door and locks.
- Paint the business suite.
- Install security system, cameras, and such devices.

Landlord agrees that no Tenant or resident on the premises shall hold any key whatsoever, or be granted access, to the Tenant's premises, unless put in writing and signed by Tenant.

24. LEASE CONTINGENT ON MED AND LLA APPROVAL. **The Parties hereto acknowledge and agree that the terms of this Lease are subject to the approval of the Colorado Department of Revenue's Marijuana Enforcement Division ("MED") and the applicable Local Licensing Authority (LLA), and the parties agree to negotiate in good faith to conform with any guidance provided by the MED and LLA relating to this Lease. In the event the Parties cannot reach an agreement within one hundred and eighty (180) days of notice by the MED or LLA that the Lease must be reformed, either Party may terminate this Lease and the Parties shall have no further obligation to the other hereunder.**

25. **JURY TRIAL WAIVER.** LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF THE PARTIES, THE PARTIES' USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY.

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In Witness Whereof, the undersigned Landlord and Tenant hereto execute this agreement on the date first above written.

LANDLORD

Lidia Mendoza

TENANT

Print name:

Print Name:

MIRIAM LESPA

Landlord LM Tenant

Operating Plan | Retail Marijuana Store

Legal Entity Name of Applicant

The Cannabist Castle Supermarket & Dispensary Lounge LLC

Trade Name of Applicant

The Kind Castle

Hours of Operation

Monday – Saturday: OPEN 9am / CLOSED 9pm

Sunday: OPEN 10am / CLOSED 9pm

Description of Applicant's Services

The Applicant will provide (to end-use consumers) sales services consisting of retail marijuana, marijuana concentrate, and marijuana-infused product at the proposed Licensed Premises, which is a commercial property located on the corner of East First Street and Railroad Avenue in the Old Town Center zoning (see Area Maps). The business nature of the Applicant is a retail/recreational marijuana store and does not consist of medical sales, product-manufacturing or cultivation. The Applicant Customers must be 21 years of age or older to enter, which will be **strictly** enforced through the Applicant's customer identification (ID) check/verification process, which shall include the first ID checkpoint upon entering into the lobby of the proposed Licensed Premises, and then a second ID checkpoint at the sales counter (Point of Sale). The Applicant does not wish to engage in the production of any marijuana or marijuana-related products/food at this time. The Applicant will strictly enforce all of its policies and procedures, especially close oversight of its employees to screen all customers diligently for age and in-state/out-of-state residency status.

The Applicant has a very strong interest in the knowledge of codes and compliance of this business and therefore the Applicant warrants that the business and its employees will at all times be in full compliance with the Marijuana Enforcement Division in addition to any respective ordinance and regulations relating to operating a Retail Marijuana Establishment in the Town of Parachute, Colorado. Furthermore, the Applicant has retained legal and consulting services to contribute to the current and future compliance of this business operation. The services offered by the Applicant will solely occur at the Applicant's physical business premises located at 248 East First Street, Parachute, CO 81635 and the Applicant hereby attests that there shall be no retail marijuana products or services provided at a location different than the premises on the license application (other than additional future, licensed facilities). The Applicant will offer quality products in proper, compliant childproof packaging in a safe environment with full respect to the all industry-standard practices and shall contribute to the positive growth and vitality of the Town of Parachute's business community.

Lighting Plan

The Applicant's lighting plan will fully address the safety/security of the public, respective to any applicable code(s) and ordinance(s), in addition to enhancing the city's nighttime character yet respecting the residents' value of the local mountain setting. The internal and external areas of the premises will have sufficient lighting for the safety of the customers, the Applicant, and the surrounding residents/businesses, however, the Applicant will take precautions to ensure the safety of the installation/maintenance of such lighting fixtures. The Applicant will be in full compliance with No. 683 of the Town of Parachute's ordinance and any other applicable codes and regulations by thoroughly reviewing, understanding, and implementing such regulations including, but not limited to, parking, display, signage, lighting, security, and general purpose lighting structures. In accordance with the CRMC, and as stated therein, there shall be adequate lighting in all areas where Retail Marijuana or Retail Marijuana Product are stored, processed, or sold, and where equipment or utensils are cleaned. In addition, the internal lighting of the proposed Licensed Premises shall be adequate to provide for highly visible security camera video recordings. The internal lighting fixtures consist of one (1) 2-lamp flouresent light fixture in the front entrance area indentified as the lobby (see Floor Plan), three (3) 4-lamp flouresent light fixtures located throughout the customer-access portion of the restricted access areas surrounding the sales counter which provide sufficient lighting for the Applicant's operation, and seven (7) traditional lighting fixtures locate throughout the remainder of the inside of the premises.

Refer to floor plan for internal lighting fixture locations. External lighting fixtures of the proposed Licensed Premises are identified in the photographs below:

As seen above, there are 3 street light lanterns (circled in red), each equipped with 3 lights, that provides sufficient lighting for pedestrians and parking for proper visibility in accordance with the Town of Parachute's lighting requirements. In addition, there are lighting fixtures attached to the proposed Licensed Premises circuled in red in the pictures above and below.

Storage of Products

The Applicant will securely store its products, safes, and security equipment on-site in a room identified as the Product Storage Room (see Floor Plan), which will house all inventory and safes, located on the Southwest side of the proposed Licensed Premises at 248 East First Street. The Product Storage Room consists of thick, strong walls, double-bolt door, and very high quality safes. The Product Storage Room will also have its own alarm system, only accessible to key staff-members. For adequate product safety and odor control, products will be stored inside locked safes in labeled, sealed containers in a temperature-controlled environment. The Product Storage Room, in addition to the rest of the premises, will be under video surveillance at all times. For more details regarding Applicant's policies relating to Product Storage, see "Storage of Marijuana Products" section of the "Operational Plan Guide" document accompanying the Retail Marijuana Application.

Security Plan Summary

The Applicant takes security and the safety of the public very seriously. Therefore, an extensive security plan beyond industry-standard practices will govern the business establishment. The Applicant's security plan consists of alarms, video surveillance/recording, monitoring services, motion sensors, and many other components. The Applicant will install and maintain alarms systems on-site at the premises, with remote alarm system monitoring services which operate 24 hours per day, 7 days per week. The alarm systems will have functions of 24/7 remote monitoring services, motion detection devices throughout the premises (particularly at all points of entry/exit including windows), and security measures such as a silent duress alarm in the event of robbery during business hours. Codes for alarm systems will be changed frequently. Employees must complete several training protocols such as a complete security and safety training courses. The Applicant will not employ any person that does not properly enforce Applicant's security measures. Applicant created a detailed process for screening and hiring potential employees, and company employee handbook procedures. The Applicant shall ensure that its employees shall fully enforce compliant practices. The Applicant will install and facilitate the full use of full color, high-resolution video surveillance 24 hours per day, 7 days per week. Internally, the video surveillance will sufficiently monitor and capture such recordings of all entrances/exits of the premises, windows, lobby area, restricted areas, Security/Product Storage Room/Safe(s), points of sale, and all rooms/space within.

Externally, video surveillance will capture front, side and rear views of the premises in addition to the covering all entrances/exits, surrounding area in front of the establishment, and the alley driveway. See the "Operational Plan Guide" for additional supporting details relating to the Applicant's security procedures. See Applicant's Floor Plans (drawn with dimensions and labeled) for indications of camera locations throughout the proposed licensed premises.

Sign Plan

The Applicant will comply with the requirements of the Colorado Retail Marijuana Code (CRMC) and the Town of Parachute's ordinance no. 683 by following such regulations to guide its assessment, design, approval, creation, and display thereof respective to the Applicant's signage at the proposed Licensed Premises. In addition to the Applicant's business sign, the Applicant shall also comply with the requirements of the CRMC and Parachute Retail Marijuana ordinance no. 683 including, but not limited to; (i) the posting of internal signage required in the CRMC such as "Restricted Access Area" signs (defined further in the Applicant's "Operational Plan Guide" in the *Point of Sale: Restricted Access Areas* section), (ii) not making any deceptive, false, or misleading assertions or statements on any product, any sign, or any document provided to a consumer, (iii) continue to monitor and evaluate current and new rules pertaining to advertising, marketing and signage to protect the interests of those under the age of 21 and to prevent underage use of marijuana, (iv) not engage in Advertising or utilize signage that asserts its products are safe because they are regulated by the State Licensing Authority, (v) the allowance of any fixed sign that is located on the same zone lot as a Retail Marijuana Establishment and that exists solely for the purpose of identifying the location of the Retail Marijuana Establishment and otherwise complies with any applicable local ordinances, (vi) not include in any form of Advertising or signage any content that specifically targets individuals under the age of 21, including but not limited to cartoon characters or similar images, and (vii) except as otherwise provided in the CRMC, it shall be unlawful to engage in Advertising that is visible to members of the public from any street, sidewalk, park or other public place, including Advertising utilizing any of the following media: any billboard or other outdoor general Advertising device; any sign mounted on a vehicle, any hand-held or other portable sign; or any handbill, leaflet or flier directly handed to any person in a public place, left upon a motor vehicle, or posted upon any public or private property without the consent of the property owner.

In addition, there shall be posted in a conspicuous location of the proposed Licensed Premises legible signs as follows: (a) A warning that the use of marijuana may impair a person's ability to drive a motor vehicle or operate machinery, and that it is illegal under state law to drive a motor vehicle or operate machinery when under the influence of or impaired by marijuana; (b) A warning that loitering in or around a Retail Marijuana Establishment is prohibited by state law; (c) A warning that possession and distribution of marijuana is a violation of federal law; (d) A warning that the smoking or consumption of marijuana in public is prohibited by state law; (e) A notice that no-one under the age of twenty-one is allowed on the Licensed Premises; (f) The name and contact information for the owner or owners and any manager of the Retail Marijuana Establishment; and (g) All sales tax/business licenses (see Floor Plan for location of posting licenses). Furthermore, the Applicant understands that it shall be unlawful for any Licensee, or for any agent, manager or employee thereof, to display signs that are inconsistent with sign provisions of the Town Code.

Parking Plan

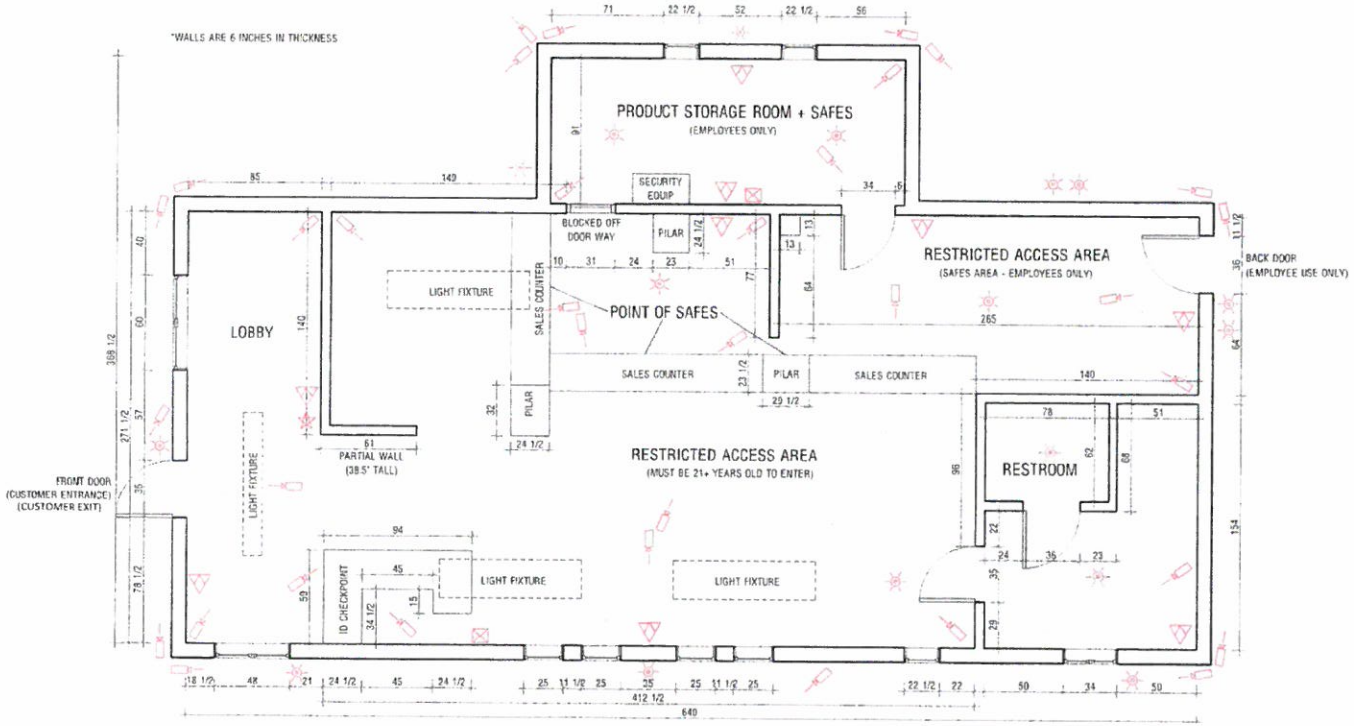
The Applicant will offer a large on-site parking lot for its customer use. The on-site parking lot, which faces Railroad Avenue, shall receive sufficient lighting (see Lighting Plan) for adequate visibility and allows for safe, easy access to the premises. In addition, there is extensive availability of street parking surrounding the premises and nearby.

The photographs depict the parking plan set forth for the operation of the business:

TOTAL SQUARE FOOTAGE OF FLOOR SPACE: 1,348.2 SQ. FT.

***PATRONS ARE NOT PERMITTED IN AREAS MARKED ON FLOOR PLAN AS "EMPLOYEES ONLY"

FLOOR PLAN



01 LAYOUT PLAN

FOR AGREEMENT

B.D. REF	3/4407/72
F.S.D. REF.	-
U.S.D. REF	-

LEGEN:

- LOCATION OF POSTED LICENSE
- ALARM KEY PADS (2 TOTAL)
- LIGHTS
- MOTION DETECTORS
- SECURITY CAMERAS (ARROW INDICATES DIRECTION)

NOTE:

1. TOTAL AREA = 1,348.2 SQ FT
2. WALL THICKNESS = 6"
3. MEASUREMENTS IN PLAN ARE ALL IN INCHES

THE WORKS SHOWN ON THESE PLANS ARE TYPE 0 WORKS

A & A WORKS

IN RESPECT OF WHICH THE BUILDING AUTHORITY'S CONSENT IS APPLIED FOR THE PURPOSE OF FAST TRACK CONSENT APPLICATION UNDER REGULATION 33 OF THE BUILDING (ADMINISTRATION) REGULATIONS

REV.	DATE	DESCRIPTION	DRAWN	CHECK
A	03/15	FIRST SUBMISSION	HN	EL

ALL NEW WORK MUST BE CHECK AT THE SITE - DO NOT SCALE DRAWING - ALL DRAWN SPECULATION AND THEIR COPY NOW THE PROPERTY OF THE DRAWERS, ARCHITECTURE, AND SHELL BE

PROJECT NO.	FA-15014		
DRAWN BY	HN	CHECK BY	EL
DESIGN BY	HN	APPROVE BY	LN
SCALE	AS SHOWN D A3		
CAD FILE	A_001.DWG		

PROJECT

FIVERR

ARCHITECTURE DRAFTING

DRAWING TILE

FLOOR PLAN

BASEMENT

DRAWING NO. A/001 REV. A

Operational Plan Guide

The Applicant's premises will meet and exceed the security requirements set forth by the State of Colorado and Town of Parachute. This Operational Plan Guide will detail extensive security measurements such as secure doors/locks, alarm system equipment/services, video surveillance, and various other measures of security enhancements and safety procedures specified herein.

Security Alarm Systems

The Applicant's premises will install and maintain a security alarm system, provided by a reputable alarm system installation company. The entire Licensed Premises will hold a total of two (2) separate alarm system units, one (1) alarm system for the Product Storage Room and a second (2nd) alarm system for the remainder of the premises. Each alarm system and respective area of coverage will have its own alarm keypad and unique access code, in addition to accompanying support services from the alarm system provider. All perimeter entry points and windows will be covered by the alarms systems.

The Applicant's alarm system records and existing contracts will be kept current and located in the business premises. The name and contact information of the alarm system installation company will be kept available on-site at the business. The Applicant will also maintain records of the location and respective operation of each security alarm system.

Security Monitoring Services

The Applicant will fulfill the requirement by engaging in the services of a monitoring company. The monitoring company will monitor the alarm systems of the premises 24 hours a day, 7 days a week. The monitoring company will notify the Applicant and the local authorities of any identified security breach.

The Applicant's monitoring service records and existing contracts will be kept current and located in the business premises. The name and contact information of the monitoring company will be kept available on-site at the business.

Locking Mechanisms

At all points of ingress and egress at the Applicant's premises, the Applicant will use commercial-grade door locks and locking mechanisms.

Video Camera Surveillance

The Applicant will maintain video surveillance systems at the licensed premises at all times. The internal video surveillance will broadly monitor and record all entrances and exits to/from the premises, including, but not limited to, all windows, the lobby area, limited/restricted access areas, ID checkpoints, product storage and preparation room, and all points of sale. The external video surveillance will monitor and record the front and rear areas of the premises including all entrances/exits, areas surrounding the front/rear of the establishment, and the rear alley driveway.

The following summary of guidelines for the Applicant's video surveillance requirements will be applicable:

Before operating as a Retail Marijuana Store, the Applicant will install a high-specification, full color video surveillance and camera recording system. The video surveillance recording system will record in digital format and meet the requirements specified in the Retail Code. All video surveillance records and recordings will be stored in a secure area that is only accessible to the Applicant's management staff member(s). Video surveillance equipment will, at a minimum, consist of digital or network video recorders, video monitors, digital archiving devices, a color printer capable of delivering still photos, and cameras capable of meeting the recording requirements described in the Retail Code including, but not limited to, clearly identifying all individuals entering and exiting the Applicant's premises.

The video surveillance systems will be equipped with a failure notification system that provides prompt notification to the Applicant of any prolonged surveillance interruption and/or the complete failure of the surveillance system. The

Applicant will ensure that all surveillance equipment is properly functioning and maintained, so that the playback quality is suitable for viewing and the surveillance equipment is capturing the identity of all individuals and activities in the monitored areas. In addition, all video surveillance equipment will have sufficient battery backup to support a minimum of four hours of recording in the event of a power outage and the Applicant will notify the Division of any loss of video surveillance capabilities that extend beyond four hours.

The video cameras will cover all Limited/Restricted Access Areas, point-of-sale areas, security rooms, all points of ingress and egress to Limited Access Areas, all areas where Retail Marijuana or Retail Marijuana Product is displayed for sale, and all points of ingress and egress to the exterior of the Licensed Premises. Camera placement will be capable of identifying activity occurring within 20 feet of all points of ingress and egress and will allow for the clear and certain identification of any individual and activities on the Licensed Premises. At each point-of-sale location, camera coverage will enable recording of the customer(s) and employee(s) facial features with sufficient clarity to determine identity. All entrances and exits to the facility will be recorded from both indoor and outdoor vantage points. The system will be capable of recording all pre-determined surveillance areas in any lighting conditions. Areas where Retail Marijuana is stored will have camera placement in the room facing the primary entry door at a height which will provide a clear unobstructed view of activity without sight blockage from lighting hoods, fixtures, or other equipment. Cameras will also be placed at each location where weighing, packaging, transport preparation, processing, or tagging activities occur. At least one camera will be dedicated to record the access points to the secured surveillance recording area.

The surveillance room or surveillance area will be a Limited Access Area. Surveillance recording equipment will be housed in a designated, locked, and secured room with access limited to authorized employees, agents of the Division and relevant local jurisdiction, state or local law enforcement agencies. The Applicant will keep a current list of all authorized employees and service personnel who have access to the surveillance system and/or room on the Licensed Premises and also keep a surveillance equipment maintenance activity log on the Licensed Premises to record all service activity including the identity of the individual(s) performing the service, the service date and time and the reason for service to the surveillance system. Off-site Monitoring and video recording storage of the Applicant's Premises by the Applicant or an independent third-party will be performed provided the standards exercised at the remote location meet or exceed all standards for on-site Monitoring.

Video Recording/Retention Requirements

All camera views of all Limited/Restricted Access Areas will be continuously recorded 24 hours a day. The use of motion detection will only be used when the Applicant can demonstrate that monitored activities are adequately recorded. All surveillance recordings will be kept for a minimum of 40 days and be in a format that can be easily accessed for viewing. Video recordings will be archived in a format that ensures authentication of the recording as legitimately-captured video and guarantees that no alteration of the recorded image has taken place. The Applicant's surveillance system/equipment will have the capabilities to produce a color still photograph from any camera image, live or recorded, of the Licensed Premises. The date and time will be embedded on all surveillance recordings without significantly obscuring the picture.

Other Records

All records applicable to the surveillance system will be maintained on the Licensed Premises. The Applicant will maintain a map of the camera locations, direction of coverage, camera numbers, surveillance equipment maintenance activity log, user authorization list, and operating instructions for the surveillance equipment. A chronological point-of-sale transaction log will be made available to be used in conjunction with recorded video of those transactions.

In compliance with state and city regulations and in the interest of providing a safe and secure environment for our employees, our products, and our establishment, the premises will be equipped with state of the art security equipment. The Applicant has also establish strict policies and procedures, which, under the direction of an on-staff expert of the Colorado Retail Marijuana Code will guide our employees in all areas of dispensing retail marijuana with strict compliance. The security system will be monitored by an extensive camera operation both inside and outside the establishment.

Applicant's Facility Security Plan includes procedures such as:

- Building and Site Security Measures
- Security of Products

- Employee Parking Safety Precautions
- 24/7 Coverage
- Security Systems
- Maintenance of Security Systems
- Access Control / Ingress & Egress
- Perimeter Security

Applicant's Operational Security Plan shall include:

- Transactional Security
- Security Threats & Contingency Planning
- Security of Product Delivery
- Product Inventory Control
- Human Resource Procedures
- Employee Security Training
- Emergency Response Plan
- Visitor Procedures
- Neighborhood Involvement

The guidelines below shall define the security measures of the building, which includes access control hardware, intrusion detection, surveillance, and, at the main entrance at various times, security and/or management personnel for control and screening. All employees and approved contractors will enter through the front door of the building. Access in the building will be through the use of electronic access control mechanisms. This type of entrance prevents unauthorized access. Cameras will monitor and log all persons entering/exiting the facility.

Layer 1 - Entry Procedure:

- All employees will be badged and documented by the state of Colorado;
- Employees will use access credentials only to open the secure door;
- Each employee must open the door with his/her credentials, and only one employee may pass through the door at any given time;
- Vetted and registered guests may only enter the facility under the constant supervision of an employee after they have been photo ID verified, logged in, and issued a temporary ID;
- In the instance that two or more unique visitors arrive at the same time, they will be instructed via intercom to enter the foyer one at a time for processing; and
- All deliveries must be verified and logged in at the front entrance prior to receiving access to the loading areas.

Layer 2 - Entry Foyer:

- Be equipped with a secured lobby with hardened door to separate the public entry from the secure areas;
- Be equipped with a duress alarm;
- Have a log in sheet stating name, date, time, and reason for entry to the security room for legitimate purposes with the entry being witnessed by a security camera;
- Be locked at all times, even during business hours;
- Be equipped with "daytime annunciating" entry/exit doors;
- Have all activity in this area visible on CCTV and monitored by the security office;
- Have motion detectors located inside; and
- Have high security contacts on all doors.

Layer 3 - Entrance into the Office Area

The third layer of control will be to segregate with doors and hardware the generally accessible public

area (reception area) to the staff-only areas. Additionally, staff-only areas will also have highly restricted access.
Staff Morning Procedures:

- Office staff will be restricted electronically to only the office areas;
- Office staff will wear photo ID badges at all times;
- General office doors will not use key card access control;
- Dispensary staff will wear photo ID badges at all times;
- Dispensary staff will continue to limited and restricted access areas;

The Office Area Will:

- Be equipped with motion sensors;
- Be segregated by a hardened door with an electronic lock;
- Be accessible to all levels of office employees;
- Be equipped with hardwired and wireless emergency police call devices;
- Have video cameras monitoring all doors (exit and entrance) and doors accessing limited and restricted access areas where marijuana is for sale or stored;
- Include the security area that will remain locked and will not be used for any other function; and
- Have limited access to security, surveillance, and access control systems areas

Layer 4 - Access, Shipping and Receiving

Moving throughout the facility will be restricted even among staff. Employees will only be permitted in areas where they have specific tasks assigned. Employees will be given electronic access cards permitting entry to specific location(s) at specific time(s). Only the minimum number of staff required to perform assigned tasks will be permitted in the restricted access areas.

Staff Restrictions:

- Any picture or video recording on the premises is strictly prohibited;
- Having an access controlled door leading from the limited access areas to the restricted areas;
- Allowing access only by assigned access credentials provided to workers as they are assigned tasks in specific areas;
- Granting and monitoring access by access credentials to the minimum number of authorized personnel needed (whether production personnel or laboratory employees) in secured areas where marijuana is kept;
- A clear schedule of who should be in what room, at what time, that will be monitored both visually and electronically by the facility manager and/or director of security;

Receiving Area Will:

- Have all doors controlled electronically;
- Be on a "time lock" to only be accessible during regular business hours;
- Have all doors remain closed and locked when not in use; and
- Have all working areas equipped with CCTV surveillance.

Layer 5 - Secure Safe Room

- Highly secure safe for all finished product with locking day gate;
- Must be opened by the manager or two employees with two unique codes simultaneously;
- Will be on a "time lock" to only be accessible during regular business hours;
- Inventory will be performed and documented at the close of each day on the contents of the safe room;
- Keep all equipment, safe(s), and any areas used for the storage of marijuana, securely locked unless in use;
- All lighting and security devices within the safe will be on emergency power; and
- Entrance doors to the safe will be monitored by CCTV.

General Security Guidelines

- Background checks for current/new employees, particularly if the employee is to be accessing restricted areas;
- Request employees to watch for suspicious activities and ask persons they don't recognize to identify themselves and state their reasons for being at the facility;
- Adopt a security whistleblower protection policy;
- Retrieve keys and employment identification cards from an employee and change computer access passwords when their employment ends;
- Arrange for a 24-hour security service when there are unusual or extraordinary challenges to security;
- Keep all access system credentials, access codes, access cards, passwords, etc., secure and accessible only to specifically authorized personnel;
- Arrange for prompt and safe disposal of materials;
- All employees will be trained on emergency procedures;
- Post emergency response numbers, including fire, law enforcement, and executive team in several locations in the facility; and
- Quarterly security reviews with the Director of Security (and security staff) as it is their responsibility to constantly review and make recommendations for improvement to the Applicant's Security Policy and Procedure Manual with all recommended changes being reviewed and approved by the members prior to implementation.

Summary of Restricted and Limited Access Areas

Limited Access Areas

"Limited Access Area" means a building, room, or other contiguous area upon the Licensed Premises where Retail Marijuana is grown, cultivated, stored, weighed, packaged, sold, or processed for sale, under control of the Licensee. All persons in a Limited Access Area will be required to hold and properly display a current license badge issued by the Division at all times. Proper display of the license badge will consist of wearing the badge in a plainly visible manner, at or above the waist, and with the photo of the Licensee visible. In addition, the business will be compliant with provisions from the Retail Code "Visitors in Limited Access Areas" and "Required Signage".

Point of Sale: Restricted Access Areas

"Restricted Access Area" means a designated and secure area within a Licensed Premises in a Retail Marijuana Store where Retail Marijuana and Retail Marijuana Product are sold, possessed for sale, and displayed for sale, and where no one under the age of 21 is permitted. Purchases Only Within Restricted Access Area. A customer must be physically present within the Restricted Access Area of the Retail Marijuana Store's Licensed Premises to purchase Retail Marijuana or Retail Marijuana Product. The purpose of this rule is to establish that a Retail Marijuana Store must control and safeguard access to certain areas where Retail Marijuana and Retail Marijuana Product will be sold to the general public and prevent the diversion of Retail Marijuana and Retail Marijuana Product to people under 21 years of age.

A. Identification of Restricted Access Area. All areas where Retail Marijuana or Retail Marijuana Product are sold, possessed for sale, displayed, or dispensed for sale will be identified as a Restricted Access Area and will be clearly identified by the posting of a sign which will be not less than 12 inches wide and 12 inches long, composed of letters not less than a half inch in height, which will state, "Restricted Access Area – No One Under 21 Years of Age Allowed."

B. Customers in Restricted Access Area. The Restricted Access Area must be supervised by a Licensee at all times when customers are present to ensure that only persons who are 21 years of age or older are permitted to enter. When allowing a customer access to a Restricted Access Area, Owners and Occupational Licensees will make reasonable efforts to limit the number of customers in relation to the number of Owners or employees in the Restricted Access Area at any time.

C. Display of Retail Marijuana. The display of Retail Marijuana and Retail Marijuana Product for sale is allowed only in Restricted Access Areas. Any product displays that are readily accessible to the customer must be supervised by the Owner or Occupational Licensees at all times when customers are present.

Summary of Transportation Plan

No stops will be made when transporting marijuana. The transportation manager will ensure that all delivery times and routes are randomized, vehicles and equipment are in good working order, and personnel are appropriately trained. Prior to transport, a dispensary agent will weigh, inventory, and account for on video and in the inventory system all marijuana products. The dispensary agent responsible for packaging a delivery order will complete a shipping manifest in a form and manner dictated by state regulations, for retention by the origination location, carry a copy of the manifest with the products being transported, and obtain an original signature from the recipient. Each delivery vehicle will be equipped with two-way radio communication equipment. The transportation manager will ensure the system is operational and each dispensary agent who transports marijuana is trained appropriately on its use, according to our Transportation Plan and any applicable state and local regulations. Radio contact will be maintained throughout the delivery day.

The transportation manager will be responsible for reporting all transportation events. In case of an emergency stop or an accident, a detailed reporting in the transportation event log must be recorded describing the reason for the event, the duration, the location, and any activities of personnel exiting the vehicle. In accordance with state regulations, the Applicant will immediately report any loss or theft of marijuana or marijuana products to state regulators and local law enforcement.

Summary of Inventory Plan

The Applicant will utilize comprehensive seed-to-sale tracking of all inventory and will use METRC, a compliant software system designed specifically for the intricacies of the marijuana industry. This will have online systems for Point of Sale (POS) tracking, inventory, sales, grow management, and other components of the business. Using a comprehensive tracking system will allow for real time reporting and oversight, as well as preventing diversion by increasing accountability. Inventory control will be implemented to account for all products. Inventory levels will be based on projected demand and adjusted to anticipate future customer needs. Beginning inventories will be established based on demand projected in this business plan. The Inventory Manager, along with department managers, will be responsible for tracking marijuana and marijuana-related products. All damaged, defective, expired, or contaminated marijuana will await disposal.

The Inventory Manager will ensure that inventory management and point of sale systems are accurate and capable of producing the necessary reports upon request. The Inventory Manager will direct department managers to perform certified inventory counts on a regular basis utilizing a cycle count method. A cycle count requires the department manager to perform a complete count of the inventory over a period of time counting inventory groups individually. The Inventory Manager, in consultation with experts at the law firm Vicente Sederberg, LLC, will verify adherence to law, procedures, and policies. Department managers are responsible for the accurate recording of all inventory transactions in their department. The Compliance Officer is responsible to ensure that our cumulative inventory of usable marijuana reflects the projected needs of customers. Inventory limits will be adjusted by the Compliance Officer to anticipate future customer needs.

Inventory Tracking Requirements

1. In addition to all other tracking requirements set forth in these rules, a Licensee will utilize MITS to ensure its waste materials are identified, weighed and tracked while on the Licensed Premises until disposed of.
2. All Retail Marijuana waste must be weighed before leaving any Retail Marijuana Establishment. A scale used to weigh Retail Marijuana waste prior to entry into the MITS system will be certified in accordance with measurement standards established in Article 14 of Title 35, C.R.S. See Rule R 309 – Retail Marijuana Establishments: Marijuana Inventory Tracking Solution (MITS).
3. A Licensee is required to maintain accurate and comprehensive records regarding waste material that accounts for, reconciles, and evidences all waste activity related to the disposal of Marijuana.

Compliance / Quality Assurance / Quality Control

Quality Assurance and Quality Control. The Applicant will establish and follow a strict quality assurance and quality control program to ensure sufficient monitoring of laboratory processes and quality of results reported.

Identification

The purpose of this rule is to establish guidelines for the acceptable forms of identification for verifying the lawful sale of Retail Marijuana or Retail Marijuana Product.

Acceptable Forms of Identification for Retail Sales

Valid Identification to Verify Age Only. A Licensee will refuse the sale of Retail Marijuana or Retail Marijuana Product to anyone, unless such person can produce a form of valid identification of 21 years of age. If the identification contains a picture and date of birth, the kind and type of identification deemed adequate will be limited to the following, so long as such identification is valid and not expired:

1. An operator's, chauffeur's or similar type driver's license, issued by any state within the United States, any U.S. Territory;
2. An identification card, issued by any state for the purpose of proof of age using requirements similar to those in sections 42-2-302 and 42-2- 303, C.R.S.;
3. A United States military identification card;
4. A passport; or
5. Enrollment card issued by the governing authority of a federally recognized Indian tribe located in the state of Colorado, if the enrollment card incorporates proof of age requirements similar to sections 42-2-302 and 42-2- 303, C.R.S.
6. See below for valid identification to verify Colorado residency.

Valid Identification to Verify Colorado Residency. A Licensee will refuse the sale of more than one quarter of an ounce of Retail Marijuana or its equivalent in Retail Marijuana Product to anyone, unless such person can produce a form of valid identification of Colorado residency. As long as it contains a picture and date of birth, the kind and type of identification deemed adequate to establish Colorado residency for purchase will be limited to the following:
1. Valid state of Colorado driver's license;
2. Valid state of Colorado identification card; or
3. Any other valid government-issued picture identification that demonstrates that the holder of the identification is a Colorado resident.
4. No combination of identification or documents may be used to establish residency.

Storage of Marijuana Products

The Applicant's storage area will be climate controlled and have adequate lighting, ventilation, temperature, humidity, space, and equipment. There will be a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, contaminated, or whose containers or packing have been opened or breached, until such products are destroyed.

All storage areas will be maintained in a clean and orderly condition, be free from infestation of pests, and maintained in accordance with the security requirements of Colorado state law. All marijuana in the process of preparation, transport or analysis will be housed and stored in locked containers and only the minimum number of specifically authorized employees will have access. At the end of the day, all marijuana and infused products will be returned to a secure, locked, and designated area. All safes, vaults, and any other equipment areas used for the storage of marijuana and MIPs will be securely locked and protected from entry at all times except for the actual time required to remove or replace marijuana. Surveillance cameras will be pointed directly at these storage areas and the camera's field for view will not be obstructed.

Storage and transportation of finished products will be held under conditions that protect them against physical, chemical, and microbial contamination as well as against deterioration of them or their container. Marijuana will be

stored in approved, secured, and surveyed areas and each will be labeled with a batch number throughout the process.

Storage and Display Limitations. The business will not display Retail Marijuana and Retail Marijuana Product outside of a designated Restricted Access Area or in a manner in which Retail Marijuana or Retail Marijuana Product can be seen from outside the Licensed Premises. Storage of Retail Marijuana and Retail Marijuana Product will otherwise be maintained in Limited Access Areas or Restricted Access Area.

Labeling / Packaging

The Applicant will comply with the State Licensing Authority's Retail Code to regulate and establish labeling and secure packaging requirements for Retail Marijuana, Retail Marijuana concentrates, and Retail Marijuana Product. The Applicant will ensure that all Retail Marijuana and Retail Marijuana Product are sold and delivered to lawful consumers in childproof packaging that is not easily opened by children.

Waste Disposal

That waste is properly removed and the operating systems for waste disposal are maintained in an adequate manner so that they do not constitute a source of contamination in areas where Retail Marijuana or Retail Marijuana Product are exposed. That the Licensee provides adequate screening or other protection against the entry of pests. Rubbish will be disposed of so as to minimize the development of odor and minimize the potential for the waste becoming an attractant, harborage, or breeding place for pests. A Retail Marijuana Testing Facility will properly dispose of all Samples it receives, that are not transferred to another Retail Marijuana Testing Facility, after all necessary tests have been conducted and any required period of storage.

A. All Applicable Laws Apply. Retail Marijuana and Retail Marijuana Product waste must be stored, secured, locked, and managed in accordance with all applicable federal, state, and local statutes, regulations, ordinances, or other requirements.
B. Liquid Waste. Liquid waste from Retail Marijuana Establishments will be disposed of in compliance with the applicable Water Quality Control Division statutes and regulations.
C. Hazardous Waste. Disposal of hazardous and chemical waste must be conducted in a manner consistent with federal, state and local laws.
D. Waste Must Be Made Unusable and Unrecognizable. Retail Marijuana and Retail Marijuana Product waste must be made unusable and Unrecognizable prior to leaving the Licensed Premises.
E. Methods to Make Waste Unusable and Unrecognizable. Retail Marijuana and Retail Marijuana Product waste will be rendered unusable and Unrecognizable through one of the following methods:

Grinding and incorporating the marijuana waste with non-consumable, solid wastes listed below such that the resulting mixture is at least 50 percent non-marijuana waste: Paper waste; Plastic waste; Cardboard waste; Food waste; Grease or other compostable oil waste; Bokashi or other compost activators; Other wastes approved by the Division that will render the Retail Marijuana waste unusable and Unrecognizable; and Soil. After Waste is Made Unusable and Unrecognizable. Licensees will not dispose of Retail Marijuana waste in an unsecured waste receptacle not in possession and control of the Licensee. After the Retail Marijuana waste is made unusable and Unrecognizable, then the rendered waste will be:

1. Disposed of at a solid waste site and disposal facility that has a Certificate of Designation from the local governing body;
2. Deposited at a compost facility that has a Certificate of Designation from the Department of Public Health and Environment; or
3. Composted on-site at a facility owned by the generator of the waste and operated in compliance with the Regulations Pertaining to Solid Waste Sites and Facilities (6 CCR 1007-2, Part 1) in the Department of Public Health and Environment.

G. Proper Disposal of Waste. A Licensee will not dispose of Retail Marijuana and Retail Marijuana Product waste in an unsecured waste receptacle not in possession and control of the Licensee.

Health & Safety

The Applicant and its employees will remain diligent at keeping intact the public's interest of health and safety. All state and city regulations pertaining to the health and safety of the public will be followed.

The site building will be maintained in a sanitary condition as follows;

- Toxic cleaning compounds, sanitizing agents, and pesticide chemicals will be identified, held, and stored in a manner that protects against contamination of Retail Marijuana or Retail Marijuana Product and in a manner that is in accordance with any applicable local, state, or federal law, rule, regulation or ordinance.
- All operations in the receiving, inspecting, transporting, segregating, preparing, manufacturing, packaging, and storing of Retail Marijuana or Retail Marijuana Product will be conducted in accordance with adequate sanitation principles.
- Employees are provided with adequate and readily accessible toilet facilities that are maintained in a sanitary condition and good repair.
- Retail Marijuana or Retail Marijuana Product that can support the rapid growth of undesirable microorganisms will be held in a manner that prevents the growth of these microorganisms.

Records / Reporting / Taxes

All business records will be accurately kept up-to-date and on-site. All taxes will be remitted in a timely and accurate fashion.

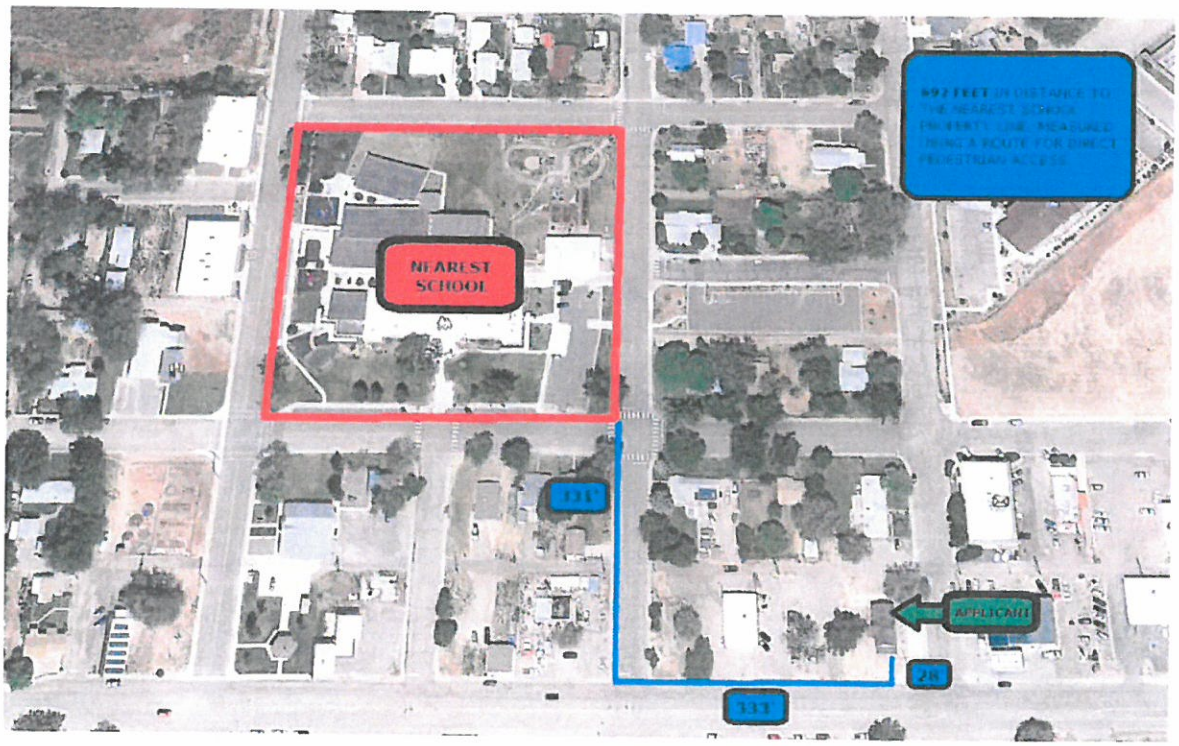
Testing requirements

The Applicant will ensure that all products sold or offered from its premises meet all current and future product testing and standardization requirements.

AREA MAP

Proximity to the Nearest Public or Private School (1 of 2)

The following Area Map displays the nearest distance from the nearest portion of the structure of the proposed Licensed Premises to the nearest school property line using a route for direct pedestrian access, in accordance with the Town's Retail Marijuana Establishments ordinance:

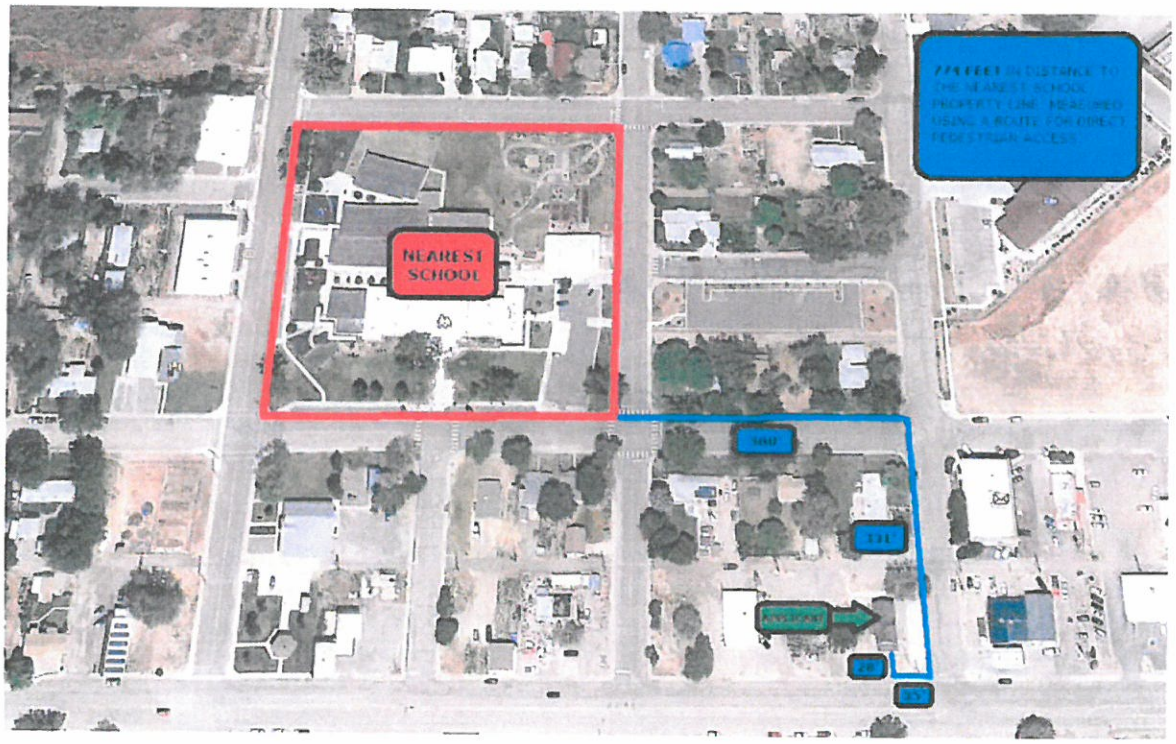


As reflected above in the Area Map, the total nearest distance from the school's property line to the nearest portion of the structure of the proposed Licensed Premises (labeled as "*Applicant*" in **green**) is a distance of **692 feet**. The **red** lines depicted in the Area Map indicates the property lines of the nearest school. The **blue** lines and numbers labeled next to such marks indicate the sectional distances that comprise the total distance from the school's property line to the Applicant's proposed Licensed Premises.

AREA MAP

Proximity to the Nearest Public or Private School (2 of 2)

For reference, the following Area Map displays the nearest distance from the nearest portion of the structure of the proposed Licensed Premises to the nearest school property line using an **alternate** route for direct pedestrian access, in accordance with the Town's Retail Marijuana Establishments ordinance:



As reflected above in the Area Map, the **alternate route** for nearest distance from the school's property line to the nearest portion of the structure of the proposed Licensed Premises (labeled as "*Applicant*" in green) is a distance of **774 feet**. The red lines depicted in the Area Map indicates the property lines of the nearest school. The **blue** lines and numbers labeled next to such marks indicate the sectional distances that comprise the total distance from the school's property line to the Applicant's proposed Licensed Premises.

AREA MAP

Proximity to the Nearest Retail Marijuana Establishment

As reflected by the other Area Maps, there are no other Licensed Premises, or applications made thereof, within 150 feet of the applicant's proposed Licensed Premises at the time in which this application has been submitted. To see property lines of proposed Licensed Premises, see "PROOF OF COMPLIANCE WITH ZONING AND LAND USE LAWS" document included with the application.

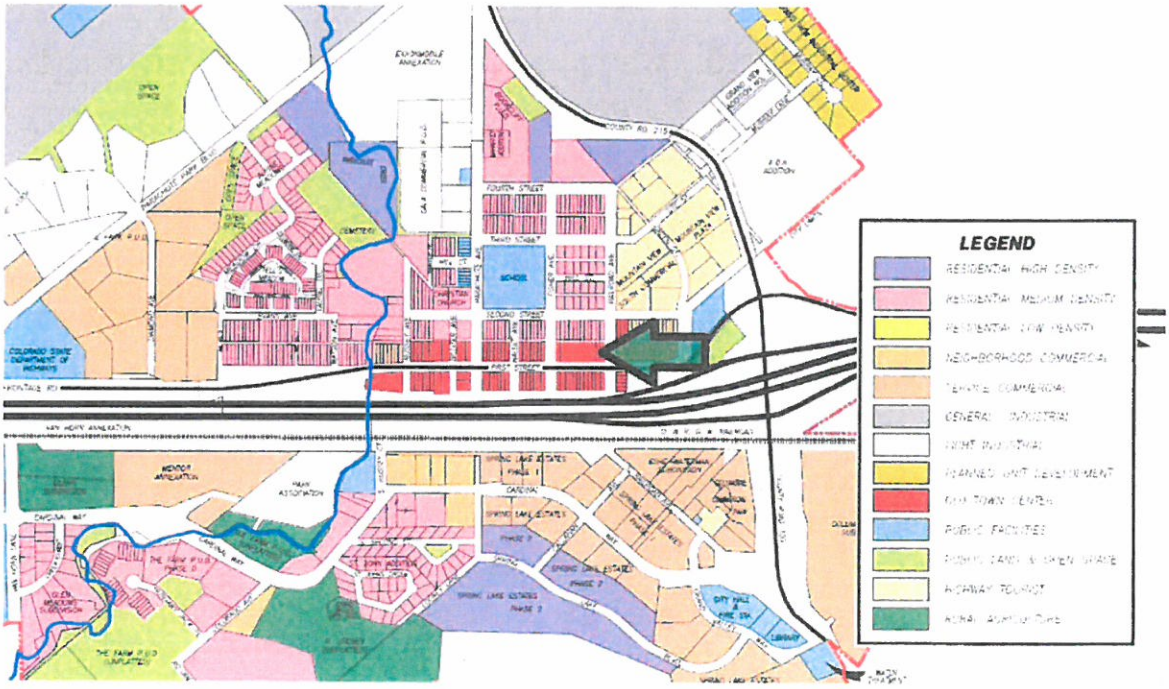
The following Area Map below provides for another reference:

PROOF OF COMPLIANCE WITH ZONING AND LAND USE LAWS

Article 1 of 2

Proof that the proposed Licensed Premises will be located in a location that is compliant with the Town of Parachute's zoning and land use laws.

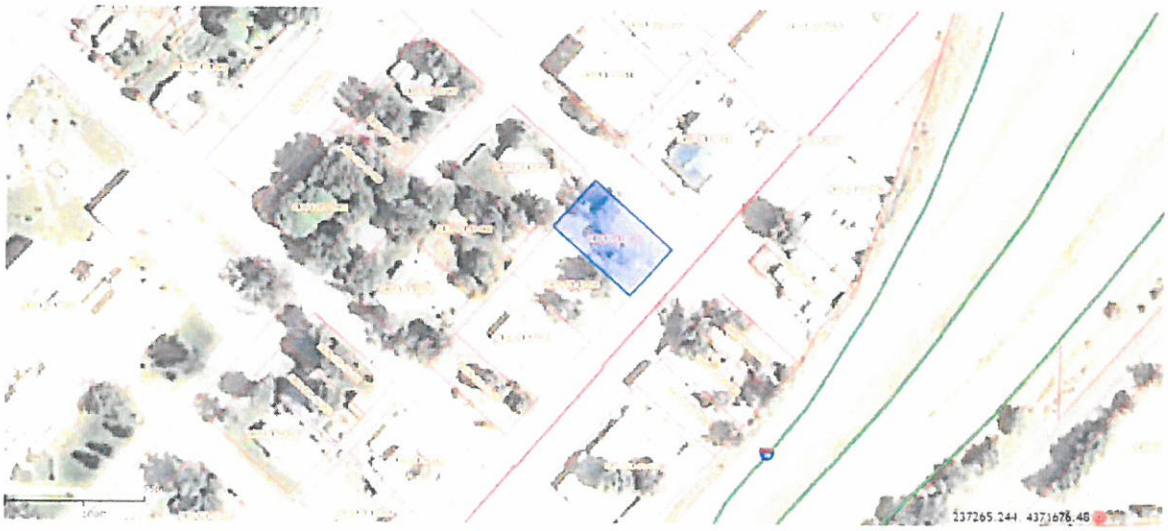
In accordance with Parachute's Retail Marijuana ordinance, the following section cut from the Town of Parachute's zoning map provides proof that the proposed Retail Marijuana Establishment will be located in a location that is compliant with the zoning and land use laws. The proposed Retail Marijuana Establishment is located in the Old Town Center zoning area (see Legend), of which its location shall be identified in the map below by the green directional arrow in the center. As reflected below, the Old Town Center zoning is represented by the areas in red in the map below.



PROOF OF COMPLIANCE WITH ZONING AND LAND USE LAWS

Article 2 of 2

The area map below, derived from the Garfield County Assessor website, displays the property lines of the proposed location outlined in the map below in blue and therefore indicates the boundaries of the property upon which the proposed Licensed Premises is located. There are no other Licensed Premises, or applications made thereof, within 150 feet of the applicant's proposed Licensed Premises at the time in which this application has been submitted.



Statement made by proposed Retail Marijuana Establishment

As an applicant under the Colorado Retail Marijuana Code and Town of Parachute's Retail Marijuana ordinance, we hereby attest that no person holding any ownership interest in the proposed Retail Marijuana Establishment has (1) ever been denied an application for a Retail Marijuana Establishment license by the State or any other local jurisdiction in the State, and has never had such a license suspended or revoked; and (2) ever been convicted of a felony and has never completed any portion of a sentence due to a felony charge.

PUBLIC NOTICE
NOTICE OF HEARING
Pursuant to Section 6.11.090.D of the Town of Parachute, Colorado
NOTICE IS HEREBY GIVEN that an application has been made to the Local Licensing Authority of the Town of Parachute, Colorado, for a license to operate a Retail Marijuana Store which permits the sale of retail marijuana products on the premise.
APPLICANT: The Cannabist Castle Supermarket & Dispensary Lounge LLC
TRADE NAME: The Kind Castle
ADDRESS OF APPLICANT:
P.O. Box 687, Glenwood Springs, CO 81602
ADDRESS OF PROPOSED LICENSED PREMISES: 248 East First Street
Parachute, Colorado 81635
DATE OF APPLICATION: August 10, 2015
PUBLIC NOTICE IS HEREBY GIVEN that a Public Hearing will be held on this application Thursday, September 17, 2015 at 6:30 p.m. in the Board Room in the Parachute Town Hall, 222 Grand Valley Way, Parachute, CO 81635.
All interested persons may appear at said hearing.
BY ORDER OF THE LOCAL LICENSING AUTHORITY
TOWN OF PARACHUTE
BOARD OF TRUSTEES
P.O. BOX 100
PARACHUTE, CO. 81635-0100
(970) 285-7630
TOWN OF PARACHUTE, CO
Stuart S. McArthur, Town Manag
Published in the Citizen Telegram Aug
2015

STREET ADDRESS	CITY	ST	ZIP
201 E 1ST ST	PARACHUTE	CO	81635
237 E 1ST ST	PARACHUTE	CO	81635
112 N FISHER AVE	PARACHUTE	CO	81635
243 1ST ST	PARACHUTE	CO	81635
257 E 1ST ST	PARACHUTE	CO	81635
220 1ST ST	PARACHUTE	CO	81635
232 1ST ST	PARACHUTE	CO	81635
132 FISHER AVE	PARACHUTE	CO	81635
315 E 1ST ST	PARACHUTE	CO	81635
231 2ND ST	PARACHUTE	CO	81635
224 E 2ND ST	PARACHUTE	CO	81635
121 N RAILROAD AVE	PARACHUTE	CO	81635
248 E 2ND ST	PARACHUTE	CO	81635
312 E 1ST ST	PARACHUTE	CO	81635
315 E 1ST ST	PARACHUTE	CO	81635
248 E 2ND ST	PARACHUTE	CO	81635
120 N RAILROAD AVE	PARACHUTE	CO	81635
333 E 2ND ST	PARACHUTE	CO	81635

PUBLIC NOTICE

NOTICE OF HEARING

Pursuant to Section 6.11.090.D of the Town of Parachute, Colorado

NOTICE IS HEREBY GIVEN that an application has been made to the Local Licensing Authority of the Town of Parachute, Colorado, for a license to operate Retail Marijuana Store which permits the sale of retail marijuana products on the premise.

APPLICANT: Cannabist Castle Supermarket & Dispensary Lounge, LLC

TRADE NAME: The Kind Castle

ADDRESS OF APPLICANT: P.O. Box 687
Glenwood Springs, CO 81602

ADDRESS OF PROPOSED LICENSED PREMISES: 248 East First Street
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TOWN OF PARACHUTE
BOARD OF TRUSTEES

P.O. BOX 100
PARACHUTE, CO. 81635-0100
(970) 285-7630

TOWN OF PARACHUTE, COLORADO

_____
Stuart S. McArthur, Town Manager

Published in the Citizen Telegram August 27, 2015

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Ad Name: 11482804A
Customer: Town of Parachute
Your account number is: 1003196

PROOF OF PUBLICATION

THE RIFLE CITIZEN TELEGRAM

STATE OF COLORADO, COUNTY OF GARFIELD

I, Michael Bennett, do solemnly swear that I am Publisher of ***The Rifle Citizen Telegram,*** that the same weekly newspaper printed, in whole or in part and published in the County of Garfield, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Garfield for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of **1** consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated **8/28/2015** and that the last publication of said notice was dated **9/3/2015** the issue of said newspaper.

In witness whereof, I have here unto set my hand this **09/11/2015**.

Michael Bennett, Publisher

Publisher Subscribed and sworn to before me, a notary public in and for the County of Garfield, State of Colorado this **09/11/2015**.

Pamela J. Schultz, Notary Public
My Commission expires:
November 1, 2015

NOTARY PUBLIC
PAMELA J. SCHULTZ
STATE OF COLORADO

My Commission Expires 11/01/2015

PUBLIC NOTICE

NOTICE OF HEARING

Pursuant to Section 6.11.090.D of the Town of Parachute, Colorado

NOTICE IS HEREBY GIVEN that an application has been made to the Local Licensing Authority of the Town of Parachute, Colorado, for a license to operate Retail Marijuana Store which permits the sale of retail marijuana products on the premise.

APPLICANT: Cannabist Castle Supermarket & Dispensary Lounge, LLC

TRADE NAME: The Kind Castle

ADDRESS OF APPLICANT: P.O. Box 687
Glenwood Springs, CO 81602

ADDRESS OF PROPOSED LICENSED PREMISES: 248 East First Street
Parachute, Colorado 81635

DATE OF APPLICATION: August 10, 2015

PUBLIC NOTICE IS HEREBY GIVEN that a Public Hearing will be held on this application **Thursday, September 17, 2015 at 6:30 p.m.** in the Board Room in the Parachute Town Hall, 222 Grand Valley Way, Parachute, CO 81635.

All interested persons may appear at said hearing.

BY ORDER OF THE LOCAL LICENSING AUTHORITY

TOWN OF PARACHUTE
BOARD OF TRUSTEES

P.O. BOX 100
PARACHUTE, CO. 81635-0100
(970) 285-7630

TOWN OF PARACHUTE, COLORADO

Stuart S. McArthur, Town Manager

Published in the Post Independent August 28, 2015
Published in the Citizen Telegram September 3, 2015. (11482804)

Legal

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Published in the Post Independent August 28, 2015
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Marijuana Retail Application Submittal Checklist

Applicant Name:	**Parachute Green Joint, LLC**
DBA:	**The Green Joint**
Project Name:	**Marijuana Retail Marijuana Store**
Project Address:	**315 East First Street**
Reviewer:	**Stuart S. McArthur**

6.11.090 Application Requirements. The Application for a new Retail Marijuana Establishment License, change of locations, and premises modifications shall include the following:

		Complete	Date	Comments
A.	A current application form provided by the Town.	Y	8/11/2015	
B.	A copy of the conditional State License or proof of application for a State License.	Y	8/11/2015	
C.	Proof of ownership, lease, rental agreement, or other arrangement for legal possession of the proposed Licensed Premises.	Y	8/11/2015	
D.	An operating plan for the proposed Licensed Premises which includes a description of the products and services to be provided by the proposed Licensed Premises, including whether the establishment proposes to engage in the production of retail sale of food or other products containing retail marijuana, and whether any retail marijuana products or services will be provided at a location different than the premises on the license application.	Y	8/11/2015	
E.	A floor plan showing the configuration of the proposed Licensed Premises, including a statement of total floor space occupied by the business, which designates the use of each room or other area of the proposed Licensed Premises and where patrons are not permitted.	Y	8/11/2015	

1	The floor plan need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the proposed Licensed Premises to an accuracy of plus–or–minus six inches.	Y	8/20/2015	Interior dimensions are not reflected on floor plan.
2	The floor plan shall designate the place at which the License will be conspicuously posted as required by this Chapter.	Y	8/11/2015	
F.	Sign, security and lighting plans indicating how the Applicant will comply with the requirements of the Colorado Retail Marijuana Code and this Chapter.	Y	8/20/2015	A security plan was identified, but no signage or lighting plans are reflected on floor plan
G.	An area map, drawn to scale, indicating the boundaries of the property upon which the proposed Licensed Premises is or will be located, the proximity, measured per the standards set forth below, of the proposed Licensed Premises to any public or private school located 500 feet or less from the proposed Licensed Premises, and the proximity to any other Licensed Premises located 150 feet or less from the proposed Licensed Premises.	Y	8/20/2015	No maps are included in the application. Need all requirements from this item.
H.	Proof that the proposed Retail Marijuana Establishment will be located in a location that is compliant with the zoning and land use laws, or that the necessary land use application(s) has been made.	N		Need zoning map showing zoning of property.
I.	Payment of all required fees as set forth on the Fee Schedule in this Section, together with an agreement to reimburse consultant fees on a form provided by the Town, which are nonrefundable.	Y	8/11/2015	$5,000
J.	A statement of whether or not any person holding any ownership interest in the proposed Retail Marijuana Establishment has:			

1	Ever been denied an application for a Retail Marijuana Establishment license by the State or any other local jurisdiction in the State, or has ever had such a license suspended or revoked; and	Y	8/11/2015	
2	Ever been convicted of a felony or has ever completed any portion of a sentence due to a felony charge.	Y	8/11/2015	
K.	The contents of the Application shall be verified, under oath, by each person or entity holding an ownership interest in the proposed Retail Marijuana Establishment.	N/A		Oath will be administered at public hearing.
L.	Applications for renewal of a License, transfers of ownership, changes in trade name, and other application types set forth in the Fee Schedule where no material change in the characteristics of the Licensed Premises has occurred shall not require the items enumerated in Subsections D through H..			

Town of Parachute, CO
222 Grand Valley Way
P.O. Box 100
Parachute, CO 81635

Retail Marijuana Establishment Business License Application and Checklist

AUG 11 2015 11:13

Application Checklist

☑ **Application Form Fully Completed**
Type or clearly print an answer to every question. If a question does not apply to you, indicate so with an N/A. If the available space is insufficient, continue on a separate sheet and precede each answer by stating the question. **A separate application is required for EACH license type.**

☑ **All Forms Signed & Attached**
The following accompanying forms must be signed by each owner of the Applicant as required by the Town's Retail Marijuana Establishments ordinance and be provided with the Application as a condition of acceptance:
☑ Affirmation & Consent
☑ Investigation Authorization/Authorization to Release

☑ **Copy of Conditional State License or Proof of State License Application Attached**
Proof of state license application shall be submitted when a conditional state license has not been issued. Proof of a state license consists of a copy of the complete State Retail Marijuana License Application and supporting documents, and all Associated Key Marijuana License Applications and supporting documents submitted in connection with the Retail Marijuana License Application. These items may be submitted as a supplement to the other application materials.

☑ **All Requested Information Attached (Other forms may be made available and may be required at time of application)**
The following supporting information requested in the Town of Parachute's Retail Marijuana Establishments ordinance and in this application (as applicable) must be attached:

☑ Proof of ownership, lease, rental agreement, or other arrangement for legal possession of the proposed licensed premises described in this application form.
☑ Operating plan described in the Town's Retail Marijuana Establishments ordinance of the proposed licensed premises.
☑ Floor plan described in the Town's Retail Marijuana Establishments ordinance of the proposed licensed premises.
☑ Sign, security and lighting plans indicating how the proposed licensed premises will comply with the requirements of the Colorado Retail Marijuana Code and the Town's Retail Marijuana Establishments ordinance.
☑ An area map of the proposed licensed premises as described in the Town's Retail Marijuana Establishments ordinance. **The area map must clearly show the proximity of the proposed licensed premises to any public or private school located 500 feet or less from the proposed licensed premises, and to any other licensed premises located 150 feet or less from the proposed licensed premises as measured pursuant to the Town's Retail Marijuana Establishments ordinance.**
☑ Proof that the proposed licenses premises will be located in a location that is compliant with the Town's zoning and land use laws, or that the necessary land use application(s) has been made.

Note: The Town of Parachute reserves the right to request additional information and documentation throughout the course of the background investigation.

☑ **Application Fees**
Application fees as required by the Town's Retail Marijuana Establishments ordinance. Application fees are non-refundable and must be paid via a certified check or money order.

Retail Marijuana Establishment Business License Application

New License Application ☒ **Annual License Renewal** ☐

License Sought - Attach a copy of the conditional State License or proof of application for a State License.

A separate license application must be filed for each type of desired license or proposed licensed premises.

Retail Marijuana Store ☒ Retail Marijuana Testing Facility ☐

Retail Marijuana Cultivation Facility ☐ Retail Marijuana Products Manufacturing Facility ☐

*A Cultivation Facility license requires a public hearing before the Planning and Zoning Commission for Special Review Use approval.

Applicant's Legal Business Name (Please Print)
PARACHUTE GREEN JOINT, LLC

Trade Name (DBA) (Provide Trade Name Registration)
THE GREEN JOINT

Website Address
THEGREENJOINT.COM

Location and Contact Information – Proposed Licensed Premises

Street Address and Assessor Parcel No. of Proposed Premises
315 EAST 1ST STREET (2409-121-00-029)

City: PARACHUTE | State: CO | ZIP: 81635

Business Phone Number: (970) 384-1234

Business Fax Number:

Email Address: DAN@THEGREENJOINT.COM

Does the applicant have legal possession of the proposed licensed premises by virtue of ownership, lease or other arrangement?

Yes ☒ No ☐ Legal Basis for possession: Ownership ☐ Lease ☒
Other ☐ Explanation: _____

Submit all documentation (e.g. deed, title commitment/report, title, sale or lease agreements etc.) showing legal right to possession. If premises are leased, attach written consent by the property owner to licensing of the premises for a retail marijuana establishment.

Is the proposed licensed premises in compliance with applicable zoning and land use laws? Yes ☒ No ☐
If not, has the applicant submitted the necessary land use application? Yes ☒ No ☐ Attach any submitted application.

Applicants' Contact and Related Information

Address: 1030 GRAND AVE

City: GLENWOOD SPRINGS | State: CO | Zip: 81601

Primary Contact Person for Business: DAN SULLIVAN

Title: MEMBER MGR.

Primary Contact Phone Number: CELL 941-928-4262

Primary Contact Address (city, state, Zip): ABOVE

Primary Contact Fax Number:

Federal Taxpayer ID: 47-4724008

Colorado Sales Tax License #: 30348998

Email Address: DAN@THEGREENJOINT.COM

Business Entity Details

Sole Proprietorship ☐ Partnership ☐ Limited Liability Company ☒ C Corporation (Closely Held) ☐

Trust ☐ Limited Partnership ☐ S Corporation ☐ C Corporation (Publicly Traded) ☐

Other ☐ Explanation: _____

State of Incorporation or Creation of Business Entity: COLORADO

Date of Incorp./Creation: 8-3-15

Date Qualified to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office): 8-3-15

If a Corporation, Limited Liability Company, or Limited Partnership, List all States Where the Corporation is Authorized to Conduct Business: COLORADO

List all Trade Names used by the Business Entity In Addition to Formal Name
THE GREEN JOINT

Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);

- Been denied a privileged license (i.e. - Liquor, Gaming, Racing and Marijuana)? Yes ☐ No ☒
- Had a privileged license (i.e. - Liquor, Gaming, Racing and Marijuana) suspended or revoked? Yes ☐ No ☒
- Had interest in another entity that had a privileged (i.e. - Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked? Yes ☐ No ☒

If you answered yes to any of the above questions, explain the denial, suspension, or revocation in detail on a separate sheet.

Ownership Structure

List all persons and/or entities with any ownership interest in the applicant/proposed licensee, and all officers and directors, regardless of whether they have an ownership interest in the applicant/proposed licensee. If an entity (corporation, partnership, LLC, etc.) has an ownership interest the applicant/proposed licensee, list all persons having an ownership interest in such entity, their percentage of ownership of the entity, and their effective ownership of applicant/proposed licensee if ownership in applicant is through ownership of a parent or holding entity (an Ownership Entity). Submit additional sheets if necessary.

Name	Title	SSN/FEIN		Date of Birth
GREEN MEDICINE LLC		27-0915467		
Address	City	State	ZIP	Phone Number
1030 GRAND AVE	GLENWOOD SPRINGS	CO	81601	970-384-2026
Ownership Entity (if applicable)	% Ownership of Ownership Entity			Effective Own. % in Applicant
YES	100%			100%

Name	Title	SSN/FEIN		Date of Birth
DANIEL L. SULLIVAN	MEMBER MANAGER	553-17-9860		8-23-60
Address	City	State	ZIP	Phone Number
609 HARMONY LANE	CARBONDALE	CO	81623	CELL 941-928-4262
Ownership Entity (if applicable)	% Ownership of Ownership Entity			Effective Own. % in Applicant
GREEN MEDICINE LLC	43.9%			

Name	Title	SSN/FEIN		Date of Birth
CHERYL L. SULLIVAN	MEMBER	568-79-6260		4-25-70
Address	City	State	ZIP	Phone Number
609 HARMONY LANE	CARBONDALE	CO	81623	CELL 970-309-1076
Ownership Entity (if applicable)	% Ownership of Ownership Entity			Effective Own. % in Applicant
GREEN MEDICINE LLC	43.9%			

Name	Title	SSN/FEIN		Date of Birth
BARBARA J. PAARZ	MEMBER	148-38-1743		10-26-51
Address	City	State	ZIP	Phone Number
12707 HWY 82	TWIN LAKES	CO	81251	719-486-2922
Ownership Entity (if applicable)	% Ownership of Ownership Entity			Effective Own. % in Applicant
GREEN MEDICINE LLC	12.2%			

Name	Title	SSN/FEIN		Date of Birth
Address	City	State	ZIP	Phone Number
Ownership Entity (if applicable)	% Ownership of Ownership Entity			Effective Own. % in Applicant

Name	Title	SSN/FEIN		Date of Birth
Address	City	State	ZIP	Phone Number
Ownership Entity (if applicable)	% Ownership of Ownership Entity			Effective Own. % in Applicant

Who, besides the owners of the applicant/proposed licensee listed above (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Submit a separate sheet if necessary.

Name	Date of Birth	FEIN OR SSN	Interest

Has the applicant or an ownership entity listed above (if applicable) ever applied for a marijuana license (retail or medical) in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for. SEE ATTACHED SUPPLEMENT	Yes ☒ No ☐
Has the applicant or an ownership entity listed above ever been denied a marijuana license (retail or medical), withdrawn a marijuana license or had any disciplinary action taken against any marijuana license that they have held in this or any other jurisdiction, Colorado or otherwise? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action. SEE ATTACHED SUPPLEMENT	Yes ☒ No ☐
In the last ten years, has the applicant or any partner, member, officer, director, or stockholder of the applicant ever been arrested, charged, or convicted of a crime or offense in a federal, state or other court? If YES, please provide details on a separate sheet, including jurisdiction, the crime or offense arrested for and whether charged with or convicted, and date of action.	Yes ☐ No ☒

Maintenance of Books and Records

Name of Person who maintains Applicant's business records DAN SULLIVAN	Title MEMBER MANAGER
Address (HOME OFFICE) 609 HARMONY LANE CARBONDALE CO 81623	Phone Number CELL 941-928-4262
Person who prepares Applicant's tax returns, government forms & reports PRESTON FOX + JIM GIEB	Title ATTORNEY + CPA
Address 205 SO. MILL STREET, SUITE 301A ASPEN 81611	Phone Number 970 920-0105
Location of financial books and records for Applicant's business HOME OFFICE + 1030 GRAND AVE GWS CO 81601	

Managers

Name of Manager of proposed licensed premises. Submit a separate sheet if necessary. BRIAN SULLIVAN	Date of Birth 1-9-86	SSN 595-08-3493

Owner's Affirmation & Consent

I, DANIEL L. SULLIVAN, as an owner of and authorized agent for the applicant, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire foregoing Retail Marijuana Establishment Business License Application, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for Local Licensing Authority to refuse to issuance of a the desired retail marijuana establishment license. I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial or revocation of the license. I am voluntarily submitting this application to the Local Licensing Authority of the Town of Parachute, Colorado under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as applicant holds a retail marijuana establishment license, and for 90 days following the expiration or surrender of such marijuana license.

Print Full Owner/Legal Agent Name:

Applicant's Name PARACHUTE GREEN JOINT	Trade Name (DBA) THE GREEN JOINT	
Owner/Legal Agent Last Name (Please Print) SULLIVAN	Owner/Legal Agent First Name DANIEL	Owner/Legal Agent Middle Name LEE
Legal Agent Title MEMBER MANAGER	Signature (Must be signed in front of one witness)	
Date (MM/DD/YY) 08-04-15	City CARBONDALE	State CO
Witness 1 Signature		

Owner's Authorization to Investigate and Release Information

I, DANIEL L. SULLIVAN, as an owner of and authorized agent for the applicant, hereby authorize the Town of Parachute, Colorado and any Application review authorities selected by it (hereafter, the Investigatory Agencies) to conduct a complete investigation into this Application, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Town of Parachute, Colorado and Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of the applicant/proposed licensee's tax filing and tax obligation status may be performed. I authorize the Town of Parachute, Colorado to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to applicant. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to applicant. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Town of Parachute, Colorado and Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the Investigatory Agencies, their agents or employees shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the Town of Parachute, Colorado, Investigatory Agencies, and any of those entities' agents or employees for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within this Application, any financial or personnel record, or otherwise found, obtained, or maintained by the Town of Parachute, Colorado or Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Owner/Legal Agent Name:

Applicant's Name PARACHUTE GREEN JOINT	Trade Name (DBA) THE GREEN JOINT	
Owner/Legal Agent Last Name (Please Print) SULLIVAN	Owner/Legal Agent First Name DANIEL	Owner/Legal Agent Middle Name LEE
Signature Daniel Sullivan		Date 8-4-15
Applicant's Business Name PARACHUTE GREEN JOINT	Trade Name (DBA) THE GREEN JOINT	
Legal Agent Title MEMBER MANAGER	Signature (Must be signed in front of one witness) Daniel Sullivan	
Date (MM/DD/YY) 8-4-15	City CARBONDALE	State CO
Witness 1 Signature		

Supplemental Answers to Questions on Page 4

Applied for & held Licenses

We have 6 Marijuana Licenses that have been issued by Marijuana Enforcement Division (MED) of the State of Colorado, and another 6 associated local jurisdiction Licenses.

As background, Green Medicine LLC was founded in September 2009 and has operated a Medical Marijuana Center in Glenwood Springs CO since October of that year. We acquired Herbal Outfitters LLC in Rifle CO, also a Medical Marijuana Center in late 2011. Both MMC's have the dba of Green Medicine Wellness. In 2014 Green Medicine LLC opened its first Retail Marijuana Store in Glenwood Springs (2nd floor of the original building), with the dba of The Green Joint. Our Marijuana Cultivation licenses are active and in full force in Rifle CO, where we operate our "Grow" facility. Below is a listing of our licenses:

Description	Jurisdiction	License Type	MED License #	Licensed Since	Status
Medical Store - GM	City of Glenwood Springs	MMC	402-00551	Jul-10	Active / Renewed
Medical Store - HO	City of Rifle	MMC	402-00008	Nov-11	Active / Renewal in Process
Retail Store - TGJ	City of Glenwood Springs	RMS	402R-00212	Apr-14	Active / Renewed
Cultivation - GM	City of Rifle	OPC	403-00849	Nov-13	Active / Renewed
Cultivation - HO	City of Rifle	OPC	403-00010	Nov-13	Active / Renewal in Process
Cultivation - TGJ	City of Rifle	RMCF	403R-00278	Apr-14	Active / Renewed

Withdrawn License

In July 2010, Green Medicine LLC applied for an Off Premise Cultivation License (OPCL) that was located in Mesa County. However, in November of that year, Mesa County voters did not uphold cultivation in unincorporated Mesa County, and thus we had to close the cultivation operation and submitted a withdrawal of that license to the MMED.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Parachute Green Joint, LLC

is a **Limited Liability Company** formed or registered on 08/03/2015 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 20151504881.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/31/2015 that have been posted, and by documents delivered to this office electronically through 08/03/2015 @ 13:22:18.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 08/03/2015 @ 13:22:18 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9264989.

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 Certificate Confirmation 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 Business Center and select "Frequently Asked Questions."

CERT_GS_D Revised 08/20/2008

Operating Plan

Parachute Green Joint, LLC
dba "The Green Joint"
Retail Marijuana Store Application
for the Town of Parachute Colorado
August 10, 2015

As background, we were founded by Dan & Cheryl Sullivan in September 2009, and opened our first Medical Marijuana Center in October in Glenwood Springs CO. Since that time we have also opened up a Medical Marijuana Center in Rifle (2012), and in the summer of 2014 opened our first Retail Marijuana Store (Recreational) in Glenwood Springs. We operate our 11,000 SF cultivation facility in Rifle Colorado. We have a total of 6 licenses as of the time of this application.

Having been in the business for almost 6 years, we understand the importance of good community and municipal relations, and strive to work closely with all stakeholders involved, for a successful local partnership. We also fully understand this highly regulated environment and work closely with our MED (Marijuana Enforcement Division) field investigator, to ensure that we are fully compliant.

Our intentions are to take the property (formerly known as VJ's Outlaw BBQ), and find a new restaurant operator, that will utilize the "front" portion of the building (Unit A) as it has been used historically – as a dining establishment. We are hopeful that we will be able to attract the right restaurateur partner, and that they will be able to re-open the doors as quickly as possible – providing more dining options and variety to the local population of Parachute and Battlement Mesa – along with visitors that pass through the town.

Most of the "back" half of the building (Unit B), will be utilized for The Green Joint, our Retail Marijuana Store. The store operating hours will likely be 9am – 9pm, 7 days a week. Allowed MED products that can be sold will include marijuana 'bud", edibles, concentrates and general merchandise typically found in a recreational store. As requested in the Ordinance 683, at this time there is no intention of "producing" marijuana products at this location, and there will be no marijuana products or services relevant to this license at another location.

We will work closely with the Town Administration, Community Development and Building Department staff, to ensure that we are in full compliance with all local uses and codes. We look forward to being part of the Town make-up, helping to generate new tax revenues for the community, employing new staff, and being good neighbors.

Sign, Security & Lighting Plan

Parachute Green Joint, LLC
dba "The Green Joint"
Retail Marijuana Store Application
for the Town of Parachute Colorado
August 10, 2015

Signage

We are in the process of working with local sign professionals on the best way to utilize existing sign post structures (previous "Outlaw Ribbs" signage in front parking lot area, as well as the side "Food" sign) determine positioning and general approach for signage – for both the new restaurant and The Green Joint. (Please see attached Google Maps Aerial Photo with sign locations circled in red). Once we have determined the best design that meets all local codes, we will submit the final sign plans to the Community Development office for review, feedback and approvals as may be required. As placeholder for now, we are strongly considering using the existing signage posts (see attached pictures) and then simply upgrading the name / logo.

Security

As noted in the Operating Plan, we have 6 years of experience in operating Marijuana stores. As such, we will be installing a state-of-the art security alarm system – which will likely incorporate door and window sensors, motion detectors, glass break sensors and silent panic alert to law enforcement – all with 24x7 monitoring in place. Additionally, we will also have a video surveillance camera system, with interior and exterior cameras, as outlined and sanctioned by the State of Colorado MED. We will submit the final camera plans and alarm specifications to the Town, and will arrange for a meeting with local Law Enforcement and Fire Department management, so they can understand first-hand the layout of the space and the security features we have installed.

Lighting

Please note on the layout plan the blue squares denoting the exterior lighting in place. As an additional deterrent, and in an effort to minimize any potential break-ins, we intend to augment with additional lighting fixtures in the future (noted by purple squares on the plan).

Operating Plan

Parachute Green Joint, LLC
dba "The Green Joint"
Retail Marijuana Store Application
for the Town of Parachute Colorado
August 10, 2015

As background, we were founded by Dan & Cheryl Sullivan in September 2009, and opened our first Medical Marijuana Center in October in Glenwood Springs CO. Since that time we have also opened up a Medical Marijuana Center in Rifle (2012), and in the summer of 2014 opened our first Retail Marijuana Store (Recreational) in Glenwood Springs. We operate our 11,000 SF cultivation facility in Rifle Colorado. We have a total of 6 licenses as of the time of this application.

Having been in the business for almost 6 years, we understand the importance of good community and municipal relations, and strive to work closely with all stakeholders involved, for a successful local partnership. We also fully understand this highly regulated environment and work closely with our MED (Marijuana Enforcement Division) field investigator, to ensure that we are fully compliant.

Our intentions are to take the property (formerly known as VJ's Outlaw BBQ), and find a new restaurant operator, that will utilize the "front" portion of the building (Unit A) as it has been used historically – as a dining establishment. We are hopeful that we will be able to attract the right restaurateur partner, and that they will be able to re-open the doors as quickly as possible – providing more dining options and variety to the local population of Parachute and Battlement Mesa – along with visitors that pass through the town.

Most of the "back" half of the building (Unit B), will be utilized for The Green Joint, our Retail Marijuana Store. The store operating hours will likely be 9am – 9pm, 7 days a week. Allowed MED products that can be sold will include marijuana 'bud", edibles, concentrates and general merchandise typically found in a recreational store. As requested in the Ordinance 683, at this time there is no intention of "producing" marijuana products at this location, and there will be no marijuana products or services relevant to this license at another location.

We will work closely with the Town Administration, Community Development and Building Department staff, to ensure that we are in full compliance with all local uses and codes. We look forward to being part of the Town make-up, helping to generate new tax revenues for the community, employing new staff, and being good neighbors.

FLOOR PLAN LAYOUT

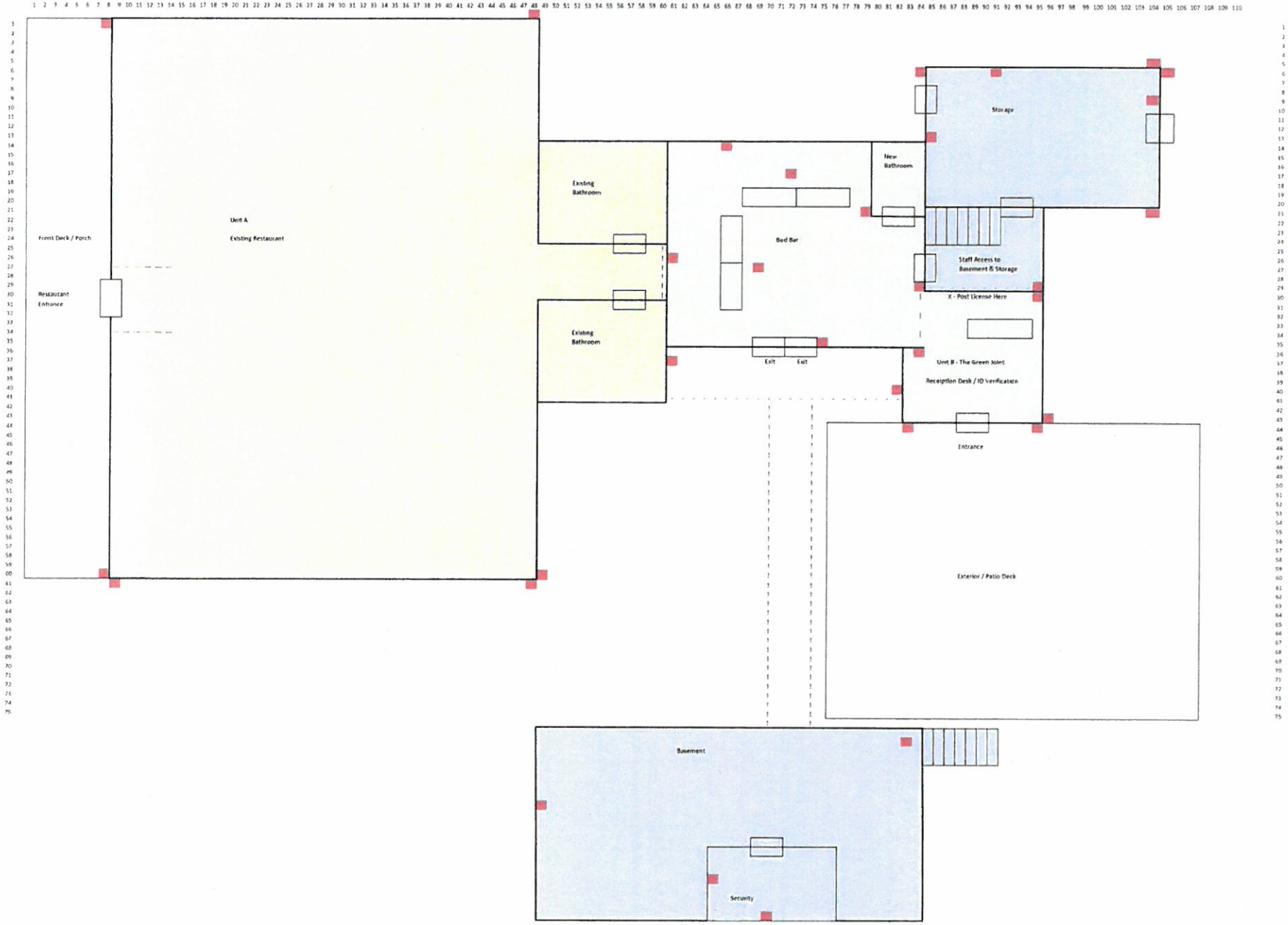
Parachute Green Joint, LLC dba The Green Joint - Preliminary Floor Plan / 315 East 1st Street Parachute CO 81635
The entire Square Footage of the building is approximately 5,200 SF

Restaurant Access / Not Connected to The Green Joint Area
This section of the property is approximately 2,800 SF

Restricted Access (21+ Years Old)
This section is approximately 900 SF

Limited Access (Green Joint Staff or Contractors)
This section is approximately 1,500 SF

= Security Cameras



Sign, Security & Lighting Plan

Parachute Green Joint, LLC
dba "The Green Joint"
Retail Marijuana Store Application
for the Town of Parachute Colorado
August 10, 2015

Signage

We are in the process of working with local sign professionals to determine the best design, positioning and general approach for signage – for both the new restaurant and The Green Joint. Once we have determined the best course of action, we will submit our sign plans to the Community Development office for review, feedback and approvals as may be required.

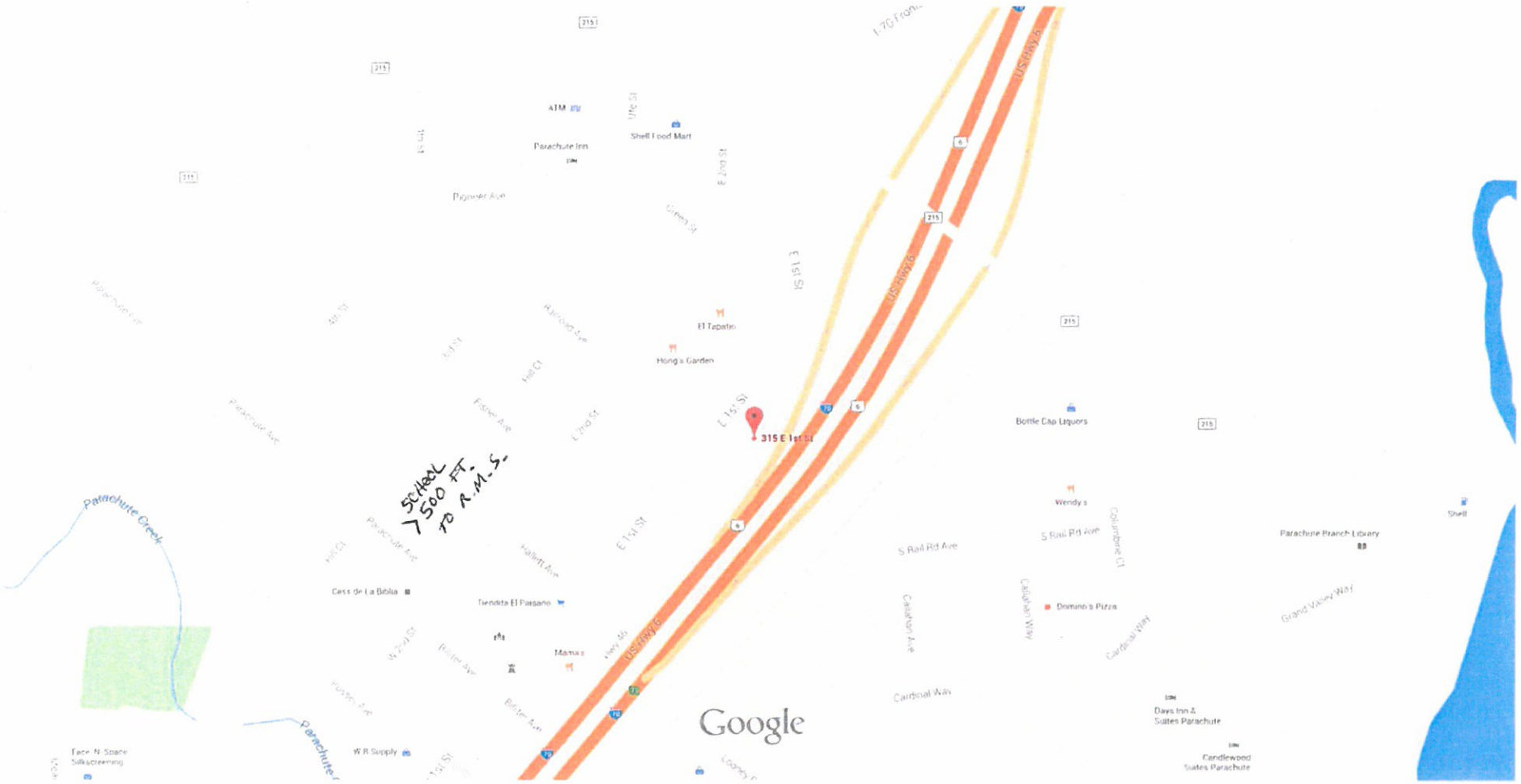
Security

As noted in the Operating Plan, we have 6 years of experience in operating Marijuana stores. As such, we will be installing a state-of-the art security alarm system – which will likely incorporate door and window sensors, motion detectors, glass break sensors and silent panic alert to law enforcement – all with 24x7 monitoring in place. Additionally, we will also have a video surveillance camera system, with interior and exterior cameras, as outlined and sanctioned by the State of Colorado MED. We will submit the final camera plans and alarm specifications to the Town, and will arrange for a meeting with local Law Enforcement and Fire Department management, so they can understand first-hand the layout of the space and the security features we have installed.

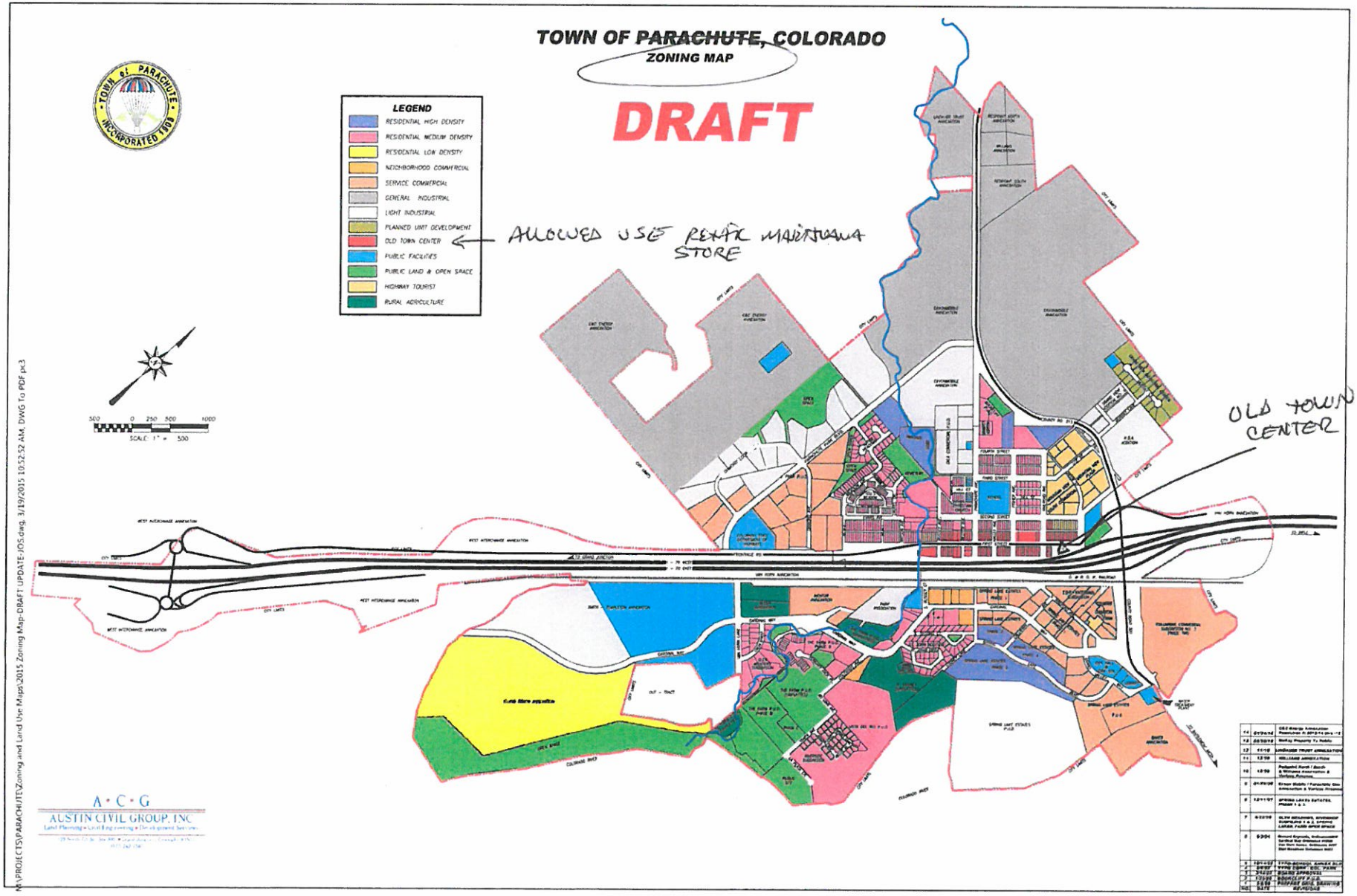
Lighting

Since the building as existing lighting in place, we would anticipate that the majority of the exterior lighting features are sufficient. However, in an effort to minimize any potential break-ins, we may augment with additional lighting fixtures, so as to provide additional deterrence.

315 E 1st St



Map data ©2015 Google 200 ft


TOWN OF PARACHUTE, COLORADO
ZONING MAP
DRAFT
LEGEND
RESIDENTIAL HIGH DENSITY
RESIDENTIAL MEDIUM DENSITY
RESIDENTIAL LOW DENSITY
NEIGHBORHOOD COMMERCIAL
SERVICE COMMERCIAL
GENERAL INDUSTRIAL
LIGHT INDUSTRIAL
PLANNED UNIT DEVELOPMENT
OLD TOWN CENTER
PUBLIC FACILITIES
PUBLIC LAND & OPEN SPACE
HIGHWAY TOURIST
RURAL AGRICULTURE
ALLOWED USE RETAIL MARIJUANA STORE
OLD TOWN CENTER
SCALE: 1" = 500
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AUSTIN CIVIL GROUP, INC.
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Green Medicine, LLC * 1030 Grand Ave, Glenwood Springs CO 81601 * 970-384-2026

Daniel Sullivan
Dan@TheGreenJoint.com
Cell 941-928-4262

August 10th, 2015

Mr. Stuart McArthur
Town Manager
Town of Parachute
222 Grand Valley Way
Parachute, CO 81635

Dear Stuart,

As outlined in the Town's Application Requirements (Ordinance No. 683 – section 6.11.090, item J.), please accept this statement:

I, Daniel L. Sullivan, Member Manager of Parachute Green Joint LLC (wholly owned by Green Medicine LLC) do swear and attest that:

1. Our company has never been denied an application for a Retail Marijuana Establishment license by the State or any other local jurisdiction in the State, or has ever had such a license suspended or revoked, and
2. Our company and its owners have never been convicted of a felony or has ever completed any portion of a sentence due to a felony charge.

Please feel free to contact me with any questions.

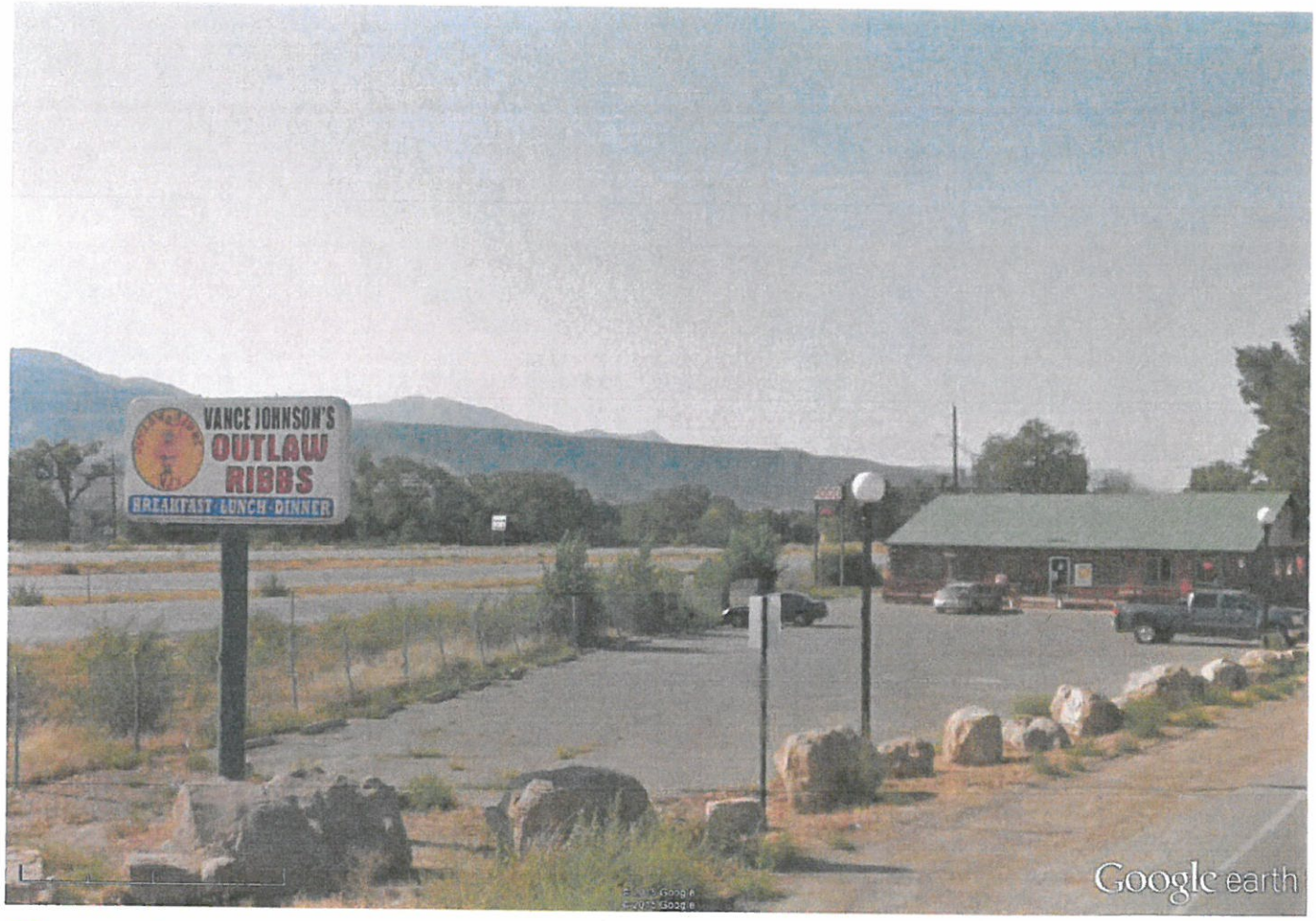
Sincerely,

Daniel Sullivan
Member Manager
Green Medicine, LLC

Google 315 E 1st St

Sign Locations

Imagery ©2015 Google, Map data ©2015 Google 50 ft



Google earth

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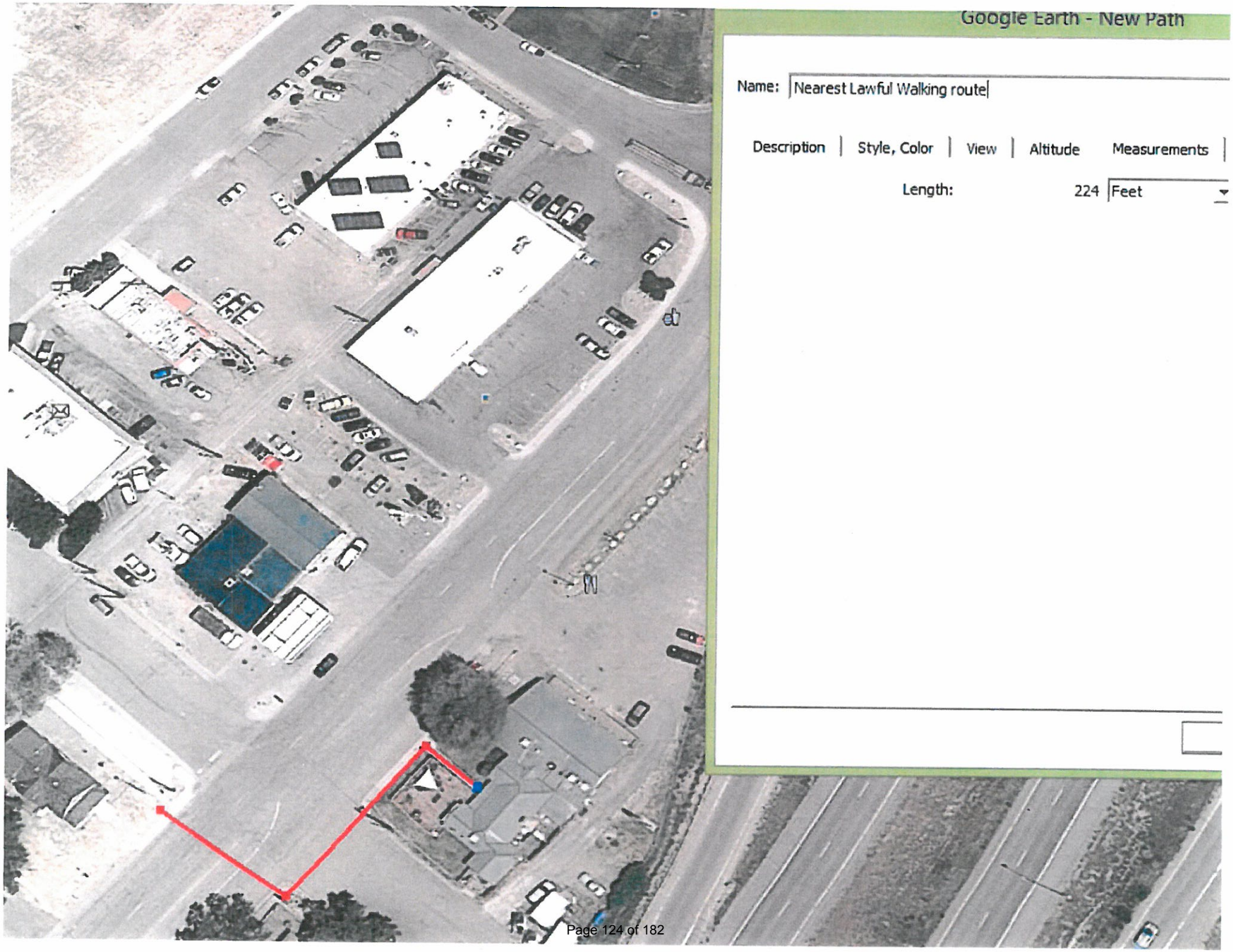
Google Earth - New Path
Name: Nearest Lawful Walking route
Description
Style, Color
View
Altitude
Measurements
Length: 224 Feet

Parachute Green Joint, LLC dba The Green Joint - Preliminary Floor Plan / 315 East 1st Street Parachute CO 81635
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This section is approximately 900 SF

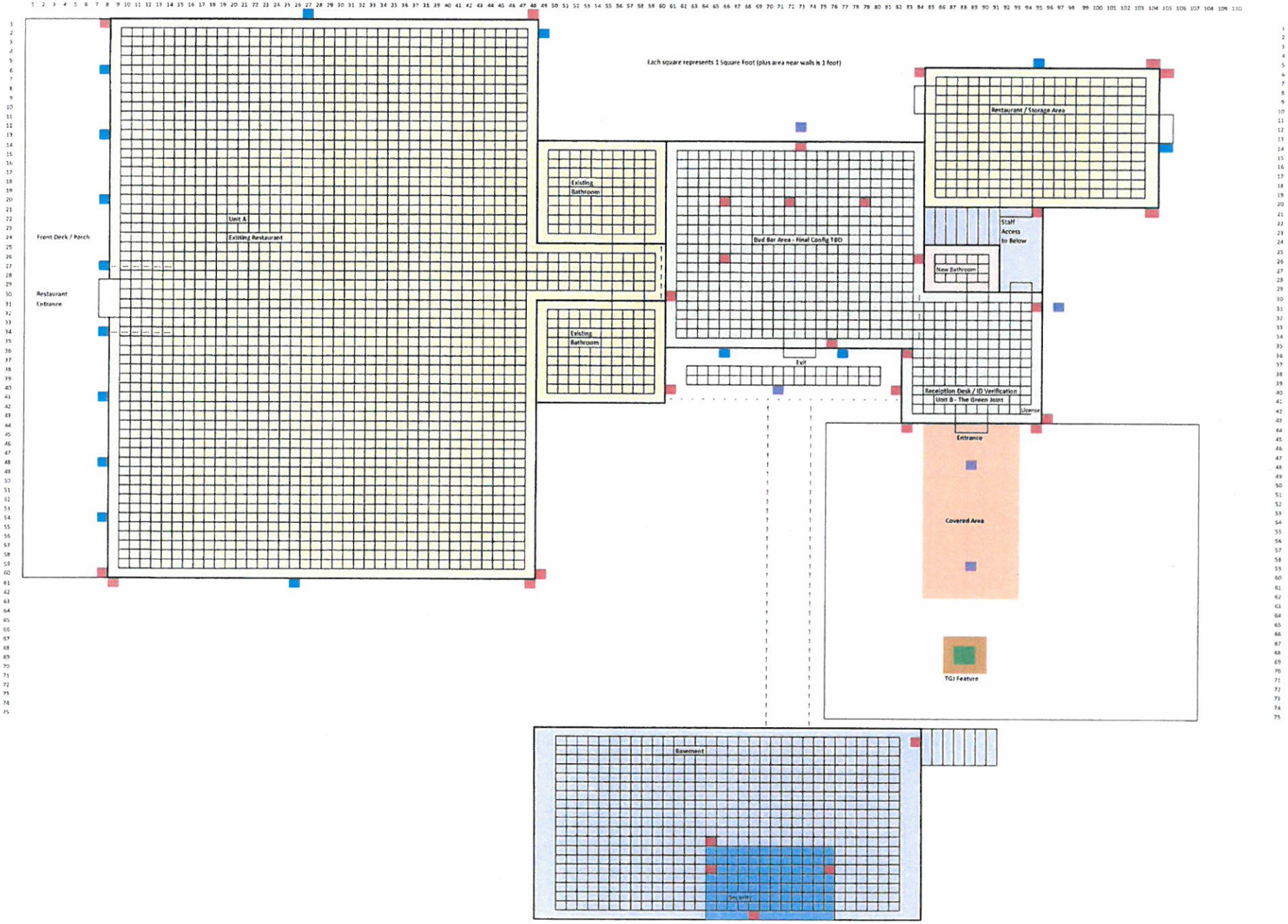
Limited Access (Green Joint Staff or Contractors)
This section is approximately 1,500 SF

= Security Cameras

= Existing Outdoor Lighting

= New Add'l Outdoor Lighting

Each square represents 1 Square Foot (plus area near walls is 1 foot)



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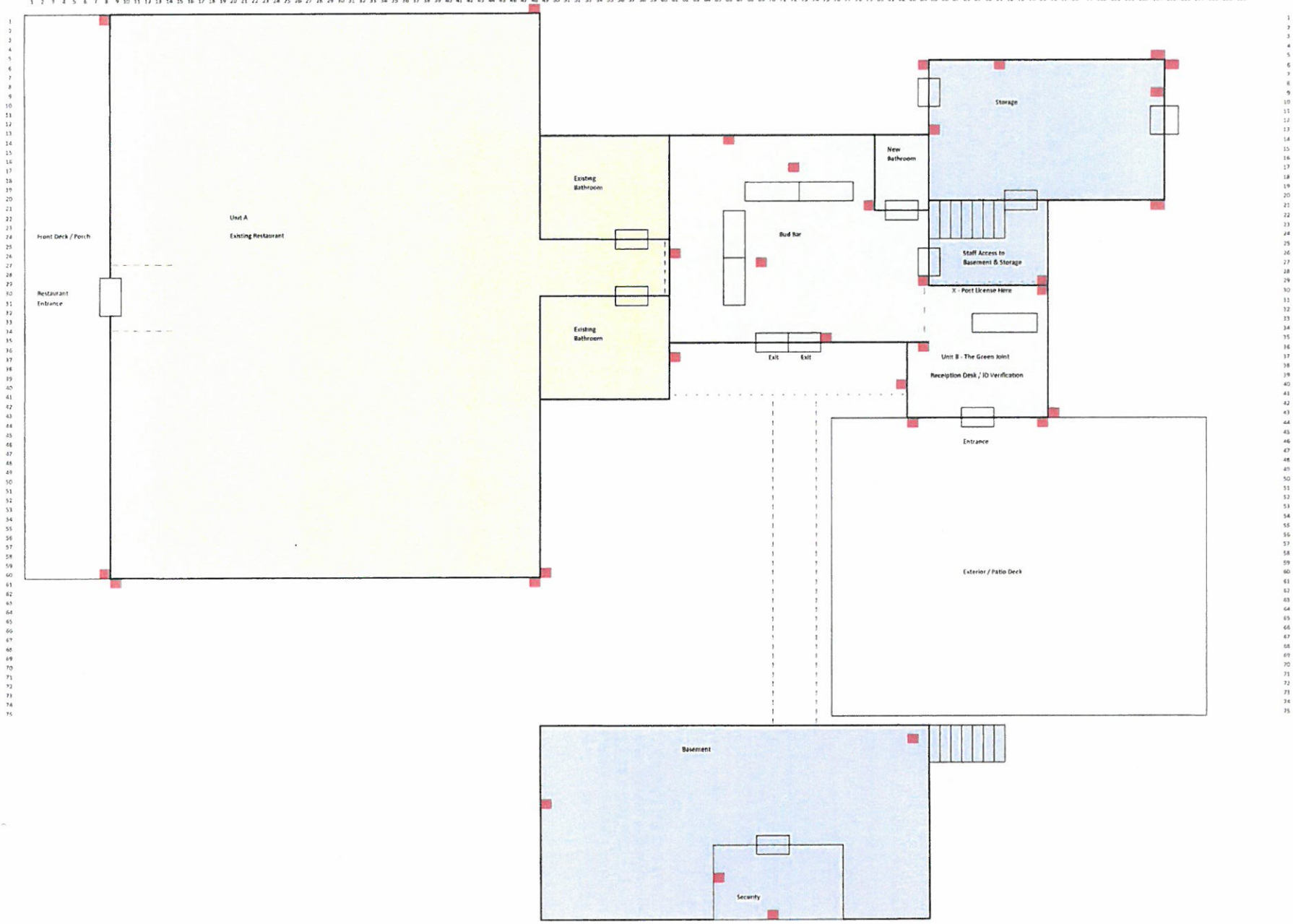


Green Medicine, LLC * 1030 Grand Ave, Glenwood Springs CO 81601 * 970-384-2026

Daniel Sullivan
Dan@TheGreenJoint.com
Cell 941-928-4262

Loan Agreements Summary & Updates as of August 2015

Loans Among Current Ownership Members:

- Dan & Cheryl Sullivan now have outstanding Notes Payable (loans to the Company) in the amount of $465,120
  - Feb 2014 was approximately 376,000, however we added additional funds for Grow Build-out in 2014
  - Interest rate is 12%, and will be paid back to the Sullivan's as the Company is able to do so
- Barbara Paarz 30k loan for operating funds has been paid back

Promissory Notes:

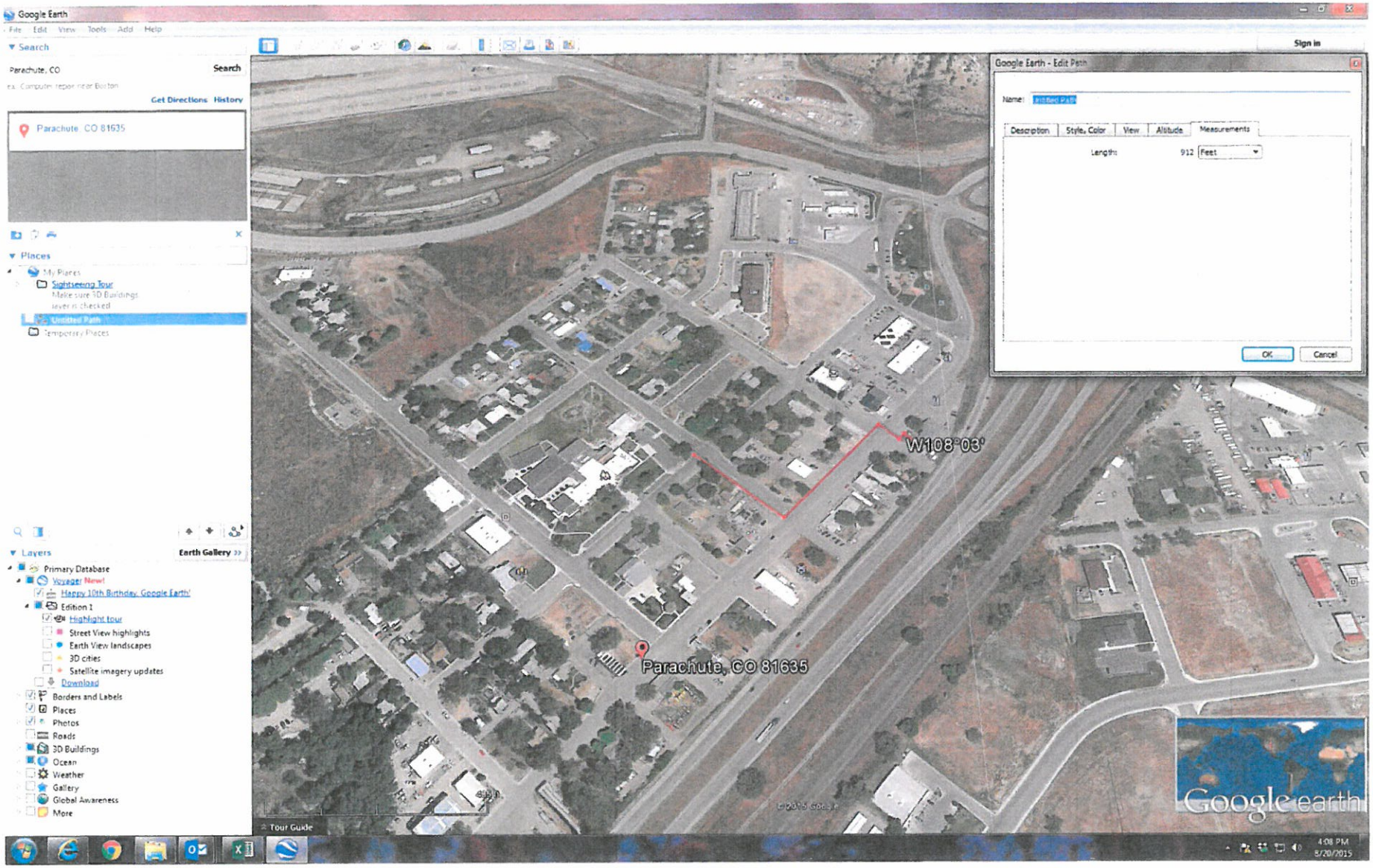
- Andrew Misner & Sabrina Sullivan
  - New Loan in late April 2014 of $100,000 to fund Phase 2 build-out of Grow Operations
  - Payments through July 2015 have reduced the principle to $15,000
    - Oct 2014 $20k
    - Jan 2015 $15k
    - Feb 2015 $15k
    - Apr 2015 $10k
    - Jun 2015 $15k
    - Jul 2015 $10k
- Tiffany D'Amato
  - New loan in June 2014 of $100,000 to fund Phase 2 build-out of Grow Operations
    - Originally she had intended to do 200k loan, however was unable to do this full amount, so it was modified to only 100k
  - No payments have been made as of yet

Funding Source for Parachute Green Joint, LLC:

- Operating funds from the existing company (Green Medicine LLC – parent to PGJ) will finance the business

Dan Sullivan

Member Manager
Green Medicine, LLC


Google Earth
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Get Directions History
Parachute, CO 81635
Places
My Places
Sightseeing Tour
Untitled Path
Temporary Places
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Voyager New!
Happy 10th Birthday, Google Earth!
Edition 1
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Street View highlights
Earth View landscapes
3D cities
Satellite imagery updates
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Borders and Labels
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Photos
Roads
3D Buildings
Ocean
Weather
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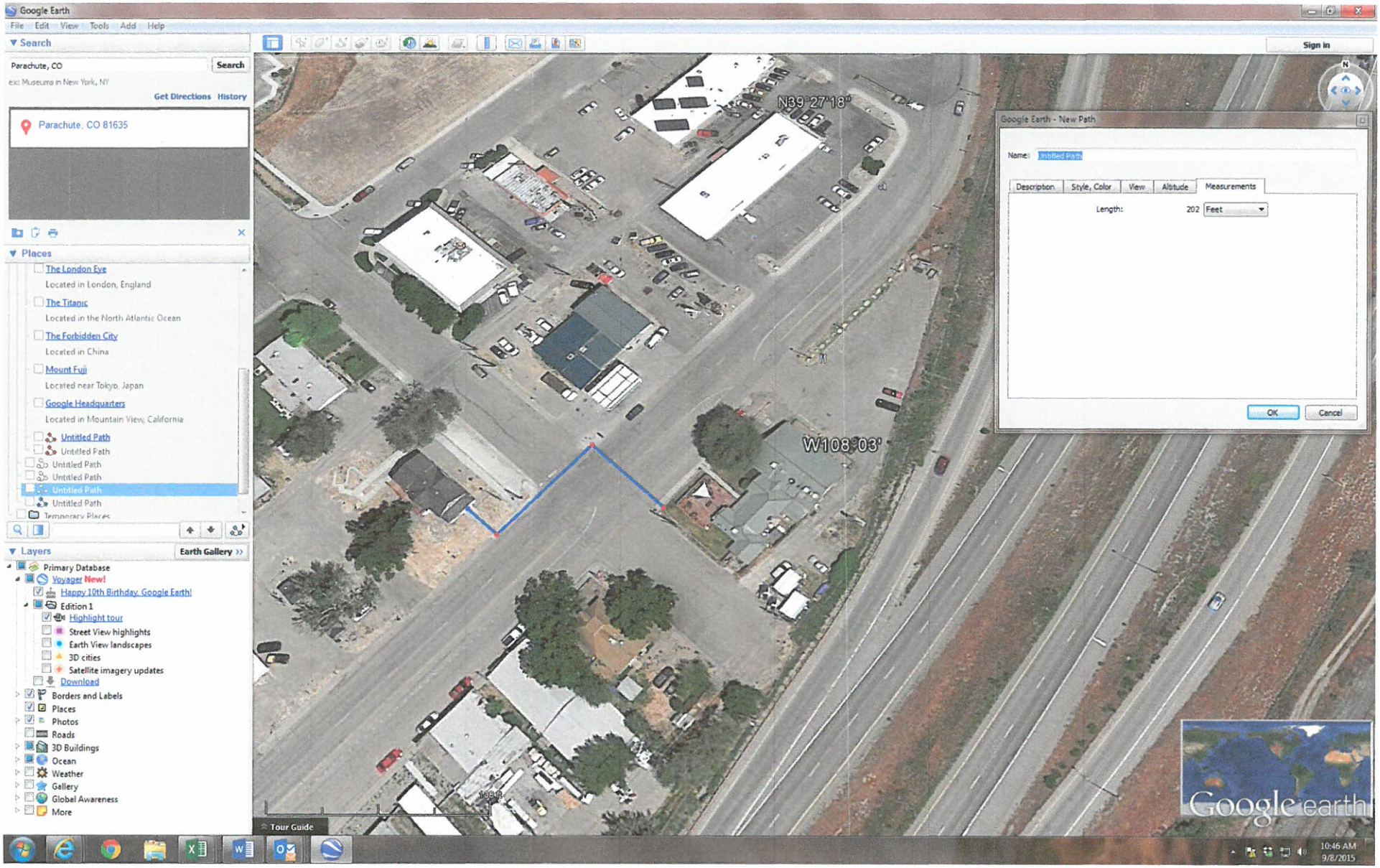
Google earth


Google Earth
File Edit View Tools Add Help
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Parachute, CO 81635
Places
The London Eye
Located in London, England
The Titanic
Located in the North Atlantic Ocean
The Forbidden City
Located in China
Mount Fuji
Located near Tokyo, Japan
Google Headquarters
Located in Mountain View, California
Untitled Path
Layers
Earth Gallery
Primary Database
Voyager New!
Happy 10th Birthday, Google Earth!
Edition 1
Highlight tour
Street View highlights
Earth View landscapes
3D cities
Satellite imagery updates
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Borders and Labels
Places
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9/8/2015

INDUSTRIAL AND COMMERCIAL LEASE

THIS INDUSTRIAL AND COMMERCIAL LEASE (the "Lease") is entered into by Landlord and Tenant as described in the following Basic Lease Information on the Date which is set forth for reference only therein. Landlord and Tenant agree:

ARTICLE 1

1.1 **Basic Lease Information**. In addition to the terms which are defined elsewhere in this Lease, the following defined terms are used in this Lease:

Tenant:	**Green Joint Parachute, LLC**
Term:	**10-Year with a 1 year extension**
Rent Commencement Date:	**12/1/15**
Monthly Base Rent:	[redacted] **(Tenant has rights to sub-lease with Owners reasonable approval)**
Rent Escalation:	**3% per annum**
Security Deposit:	[redacted]
Lease Expiration:	**11/30/2025**
Termination Rights:	**The tenant has the right to terminate the lease upon payment of a termination fee.**
Termination Fee:	[redacted].
Lease Type:	**NNN (Tenant pays all maintenance, utilities, tenant insurance, tax, and annual fees)**
Buyout Option:	**Available to purchase for** [redacted] **until Aug 31, 2018**
Real Estate Taxes:	**Tenant's responsibility**

Principal Pay-down of Purchase Price: **Tenant will earn $1,500 per month of paid rent as "credit" against pre-agreed purchase price of $800,000.00.**

1.2 Definitions:

(a) ADDITIONAL RENT: Any amounts which this Lease requires Tenant to pay in addition to Monthly Rent.

(b) PRIME RATE: The rate of interest from time to time announced by US Bank ("Bank"), or any successor to it, as its prime rate. If Bank or any successor to it ceases to announce its prime rate, the Prime Rate will be that rate published by The Wall Street Journal and identified as the Prime Rate.

(c) PROJECT: The development consisting of the Land and all improvements built on the Land including without limitation the Building, parking lot, parking structure, if any, walkways, driveways, fences, and landscaping.

(d) RENT: The Monthly Rent and Additional Rent.

If any other provision of this Lease contradicts any definition set forth in this Article, the other provision will prevail.

1.3 Exhibits. The following exhibits are attached to this Lease and are made part of this Lease:

EXHIBIT A – The Leased Premises
EXHIBIT B – Additional Conditions
EXHIBIT C – Tenant Improvements

ARTICLE 2
AGREEMENT

Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, in accordance with the terms and conditions set forth in this Lease. The duration of this Lease will be the Term. The Term will commence on the Commencement Date, and will expire on the Expiration Date, unless sooner terminated in accordance with this Lease.

ARTICLE 3
DELIVERY OF PREMISES AND MONTHLY RENT

3.1 Construction Obligations and Tenant Improvements. Tenant shall construct, with reasonable diligence, improvements to the Leased Premises sufficient, in Landlord's reasonable discretion, to provide for Tenant's intended use of the Premises. (The "Tenant Improvements"). Attached to this

Lease as Exhibit C is an initial proposed plan agreed to by the Parties for improvements to be undertaken by Tenant prior to Commencement Date. The proposed improvements found on Exhibit C are neither exhaustive nor final and are subject to modification as reasonably required by Tenant or applicable state and local laws, rules, and regulations. In no way should Exhibit C be seen as a guarantee that all improvements set forth in Exhibit C will be performed by Tenant or will be completed exactly as shown on Exhibit C. Exhibit C is attached hereto for informational purposes only. The Parties will work together in good faith to determine additional needed improvements as necessary. Landlord agrees to reimburse Tenant for the first $20,000.00 of leasehold improvements, upon delivery of documentation of such expenditures.

3.2 Completion of Construction. Tenant Improvements shall be complete by December 1, 2015.

3.2.1 Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant upon the mutual execution of this signed Lease and Tenant's delivery of the Security Deposit. Tenant has thoroughly inspected the Leased Premises, the Building, and the Project, and acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose.

3.3 Monthly Rent. Tenant shall pay Monthly Rent to Landlord. Monthly Rent will be paid in advance, on or before the first day of each calendar month of the Term. If the Term commences on a day other than the first day of a calendar month, or ends on a day other than the last day of a calendar month, then Monthly Rent will be appropriately prorated by Landlord based on the actual number of calendar days in such month. If the Term commences on a day other than the first day of a calendar month, then the prorated Monthly Rent for such month will be paid on or before the first day of the Term. Monthly Rent will be paid to Landlord, without written notice or demand, and without deduction or offset, in lawful money of the United States of America at Landlord's Address, or at such other address as Landlord may from time to time designate in writing. The Monthly Rent rate shall be adjusted every twelve months as set forth in Paragraph 3.5 below.

3.4 Forbearance Period. Forbearance explained below.

3.5 Annual Rent Adjustment. In exchange for the consideration provided by Landlord in the form of the forbearance period, waiver of security deposit and Tenant Improvements, the Parties agree that Monthly Rent shall be increased 3% every year during the Term of the Lease.

For example, the monthly rental rate for each term of the Lease shall be as follows:

Dec. 1, 2015 –Nov. 30, 2016 – [redacted]0
Dec. 1, 2016 –Nov. 30, 2017 – [redacted]
Dec. 1, 2017 –Nov. 3, 2018 – Increasing by 3% per year thereafter

3.6 Renewal of Lease. Tenant may renew this Lease for one additional one-year term ("Renewal Period") at the expiration of this Lease. If Tenant wishes to renew this Lease, it must send written notice of its intent to renew the Lease to Landlord no less than 180 days prior to the expiration of the Lease term. Upon receipt of notice from Tenant that Tenant wishes to renew the Lease, Landlord shall timely provide Tenant with a proposed Monthly rental rate for the Renewal Period. The Tenant's right to renew this

Lease is fully contingent on the Parties mutually agreeing on the rental rate for the Renewal Period. If the Parties have not mutually agreed to a rental rate for the Renewal Period by close of Business on Sept. 15, 2025, there shall be no right to renew and the Lease shall terminate on Nov. 30, 2025.

3.7 **Tenant's Option To Purchase.** From the Commencement Date until August 31, 2018, the Tenant has a one-time right to purchase this property for a purchase price of [redacted] and based upon mutually agreeable terms and conditions of sale.

ARTICLE 4
ADDITIONAL RENT AND OPERATING EXPENSES

4.1 Operating Expenses.

(a) In addition to Monthly Rent, beginning on the Commencement Date, Tenant agrees to pay all Operating Expenses, payable or incurred by Landlord in each calendar year or partial calendar year during the Term. If Operating Expenses are calculated for a partial calendar year, the Operating Expenses will be appropriately prorated.

(b) As used in this Lease, the term "Operating Expenses" means:

(1) All reasonable and necessary expenses incurred in the operation, maintenance, repair and management of the Project, including but not limited to (i) all equipment or facilities, such as plumbing, the cost of utilities that are jointly metered, HVAC equipment, electrical, lighting facilities, fire protection system, fire inspection, fixtures, walls (interior), ceilings, windows, doors, plate glass, landscaping, and signs located in, on, or adjacent to the Premises; (ii) non-structural repairs to and maintenance of the exterior walls of the Building; (iii) repair, maintenance, utility costs, snow removal, and landscaping of the Common Areas; (iv) fire detection systems including sprinkler system maintenance and repair; (v) any and all repairs or improvements required by any applicable law, regulation, ordinance, or policy adopted by a governmental or quasi-governmental unit with jurisdiction over all or some portion of the Project or the Building; (vi) any other service that is elsewhere characterized as an "Operating Expense."

4.2 Real Property Taxes.

(a) Tenant shall pay Real Property Taxes relating to the Project.

(b) "Real Property Taxes" shall mean all taxes assessed against the Project, or any portion of it, by any governmental or quasi-governmental authority.

(c) Tenant shall pay promptly when due all taxes and assessments levied upon trade fixtures, alterations, additions, improvements, inventories and other personal property located and/or installed on the Premises by Tenant; and Tenant shall provide Landlord copies of receipts for payment of all such taxes and assessments if Landlord is notified by any taxing authority of a delinquency of any such payments by Tenant. Tenant and Landlord acknowledge that the cost of Landlord's Insurance is included in the rental rate paid by Tenant.

4.3 Estimated Payments. During each calendar year or partial calendar year in the Term, in addition to Monthly Rent, Tenant will pay to Landlord on the first day of each month an amount equal to 1/12 of the estimated Operating Expenses for such calendar year, as calculated by Landlord. At the time the Parties enter into this Lease. If, at any time, Landlord becomes aware of potential additional Operating Expenses, he will promptly provide an estimate of such expenses prorated on an annual basis.

4.4 Annual Settlement. Within 120 days after the end of each calendar year, Landlord will deliver to Tenant a statement of amounts payable for such calendar year prepared by Landlord. Such certified statement will be final and binding upon Landlord and Tenant unless Tenant objects to it in writing to Landlord within 60 days after it is given to Tenant. If such statement shows an amount owing by Tenant that is less than the estimated payments previously made by Tenant for such calendar year, the excess will be held by Landlord and credited against the next payment of Rent. However, if the Term has ended and Tenant was not in default at its end, Landlord will refund the excess to Tenant. If such statement shows an amount owing by Tenant that is more than the estimated payments previously made by Tenant for such calendar year, Tenant will pay the deficiency to Landlord within 30 days after the delivery of such statement.

4.5 Utilities. Tenant shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power, sewer services, telephone, water, refuse disposal and other utilities and services supplied to the Premises that are separately metered or directly contracted to the Tenant.

4.6 Additional Rent. Amounts payable by Tenant according to this Article 4 will be payable as Rent, without deduction or offset. If Tenant fails to pay any amounts due according to this Article 4, Landlord will have all the rights and remedies available to it on account of Tenant's failure to pay Rent.

4.7 Net Lease. Except as set forth in Article 9 hereof, this Lease is entered into by Landlord for the express purpose of providing Landlord with income from Rent, free and clear from any and all expenses, charges, taxes, liens, or impositions of any kind, with the exceptions of those listed in this Lease. In addition to Monthly Rent required to be paid pursuant to 3.3 above and Operating Expenses required to be paid pursuant to this Article 4, Tenant shall pay as Additional Rent all costs for additions and alterations made at the sole discretion of Tenant, all costs of maintenance and repairs to the Leased Premises except as set forth in Article 9 and elsewhere hereof, and any other charges, costs and expenses arising out of or in any way connected with the Premises occurring during the Term of this Lease which are not a result of Landlord's negligence or breach of this Lease.

ARTICLE 5
INSURANCE

Landlord's Insurance. At all times during the Term, Landlord shall carry and maintain:

(a) Fire and extended coverage insurance covering the Project, its equipment and common area furnishings;

(b) Bodily injury and property damage insurance; and

(c) Such other reasonable and customary insurance as Landlord reasonably determines from time to time.

The insurance coverages and amounts in this Section will be reasonably determined by Landlord, based on coverages carried by prudent owners of comparable buildings in the vicinity of the Project, taking into account Tenant's particular uses of the Building, but shall not be less than the replacement value of the Building. Tenant and Landlord acknowledge that the cost of Landlord's Insurance is included in the rental rate paid by Tenant.

5.2 **Tenant's Insurance.** Tenant shall maintain in full force and effect during the entire term of this Lease, at its own cost and expense, the policies of insurance set forth below. Notwithstanding the foregoing, because of the uncertainty of the business of Tenant, Tenant shall use its good faith efforts to maintain the policies of insurance contemplated herein provided such coverage can be obtained at a commercially reasonable price to Tenant. The parties agree to work in good faith to modify the policies set forth herein as needed in order for Tenant to obtain reasonable insurance coverage at a reasonable cost.

(a) Commercial General Liability Insurance and Umbrella Liability Insurance. Tenant shall maintain a policy, or policies, of coverage for bodily injury, property damage and advertising/personal injury arising from Premises, operations, independent contractors, products-completed operations, and liability assumed under an insured contract, both oral and written, with policy limits of at least $1,000,000 per occurrence and $2 million annual aggregate.

(b) Commercial Automobile Insurance and Umbrella Liability Insurance. If Tenant operates owned, hired, or unowned vehicles at the Premises, Tenant shall maintain a policy, or policies, of insurance covering owned and unowned auto liability with policy limits of not less than $500,000.00 per occurrence. Such insurance shall cover liability arising out of any auto, including owned, hired and non-owned autos.

(c) Worker's Compensation Insurance and Employers' Liability Insurance. Worker's Compensation Insurance as required by law and Employer's Liability Insurance with policy limits of not less than the following:

(1) Bodily Injury by Accident: $500,000.00 each accident
(2) Bodily Injury by Disease: $500,000.00 policy limit; and
(3) Bodily Injury by Disease: $500,000.00 each employee.

(d) Commercial Property Insurance. Tenant shall maintain a policy, or policies, of insurance providing coverage for Tenant's fixtures, inventory, equipment, Tenant improvements and betterments, and all other content Tenant installs on or places in the Premises. The policy shall, at minimum, cover the perils insured under the ISO Special Causes of Loss Form (CP 10 30), but must include coverage for the following: vandalism, malicious mischief, sprinkler leakage, and theft of or damage to stock. Tenant's commercial property insurance shall be in an amount equal to 100% of the full replacement cost. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair and/or replace the Premises, and the Leasehold Improvements, fixtures, glass, equipment, mechanical, plumbing, heating, ventilating, air conditioning, electrical, telecommunication and other equipment, systems and facilities so insured.

(e) Business Interruption or Rental Loss Insurance. Sufficient to cover, for a period of not less than one year, all rental, expense and other payment obligations of Tenant under this

Lease, including, without limitation, Base Rent and adjustments thereto and Taxes, Operating Expenses, and all other costs, fees, charges, and payments that would be borne by or due from Tenant under this Lease as if the Leased Premises and Tenant's business were fully open and operating.

(f) Other. Any other forms of insurance Landlord may reasonably require from time to time in form and amounts and for insurance risks against which a prudent Tenant of comparable size in a comparable business would protect itself.

5.3 Forms of Insurance. All insurance required to be carried by Tenant hereunder:

(a) shall be issued by insurance carriers authorized to conduct business in the State of Colorado with an A.M. Best's guide rating of no less than A-VII;

(b) shall be written as primary insurance;

(c) shall contain a provision whereby each insurer agrees to give Landlord at least fifteen (15) days' prior written notice of any cancellation;

(d) may provide for a deductible so long as the deductible does not exceed $15,000.00 per occurrence;

(e) shall be written on an Occurrence basis, and shall not be modified to reduce the extent of coverage or limits required herein without the prior written consent of Landlord. As respects the Commercial General Liability, Commercial Automobile Liability and Umbrella Liability policies, Tenant shall ensure that Landlord is added by endorsement under the ISO (CG 20 11) or comparable form as additional insureds to the policies. Owner and Manager, their parent companies, subsidiaries, affiliate companies and partnerships and all of their directors, officers, agents, representatives and employees.

(f) Evidence of Commercial Property Insurance shall be provided using the ACORD 24, and certificates of all other insurance and appropriate endorsements shall be provided using the ACORD 25. These certificates of coverage shall be provided to Landlord five (5) days prior to occupancy and evidence of renewal shall be provided to Landlord concurrent with the expiration of each policy.

5.4 Failure to Maintain. If Tenant shall fail to acquire and maintain the insurance required pursuant to this Article, Landlord may, in addition to any other rights and remedies available to Landlord, but shall not be obligated to, acquire such insurance and pay the premiums therefore, which premiums shall be payable by Tenant to Landlord immediately upon demand.

5.5 Blanket Insurance. Tenant may, at its option, satisfy its insurance obligations hereunder by policies of so-called blanket insurance carried by Tenant provided that the same shall, in all respects, comply with the provision hereof. In such event, Tenant shall not be deemed to have complied with its obligation hereunder until Tenant shall have obtained and delivered to Landlord a certificate of insurance with appropriate endorsements, or upon Landlord's request, a copy of said policy with endorsements.

5.6 Subrogation. To the extent permitted by law and by each applicable policy of insurance, Landlord and Tenant hereby waive any recovery of damages against each other (including their employees, officers, directors, agents, or representatives) for loss or damage to the building, Tenant Improvements and betterments, fixtures, equipment, and any other personal property to the extent covered by commercial property insurance or boiler and machinery insurance required above.

5.7 Adequacy of Coverage. Landlord, its agents and employees, make no representation that the limits of liability specified to be carried by Tenant pursuant to this Article 5 are adequate to protect Tenant. If Tenant believes that any of such insurance coverage is inadequate, Tenant will obtain such additional insurance coverage as Tenant deems adequate, at Tenant's sole expense.

ARTICLE 6
USE

6.1 The Premises will be used and occupied for the purpose of operating a "Retail marijuana store" as that term is defined in Article XVIII, § 16(n) of the Colorado Constitution. Tenant shall have the right to use a portion of the Premises as a restaurant. Tenant shall use the Leased Premises for no other purpose, except as otherwise approved in writing by Landlord in its reasonable discretion. Tenant will use the Premises in a careful, safe, and proper manner. Tenant's particular use of the Premises shall not be for any purpose or in any manner prohibited by any applicable local or state laws, regulations, ordinances, or codes, or in violation of any applicable federal law or regulation that does not directly conflict with the lawful sale of retail marijuana as recognized and permitted by the State of Colorado and by the Town of Parachute and Garfield County. Tenant, Landlord, and any other tenant or occupant will conduct their business and control their employees, agents, and invitees in such a manner as not to create any nuisance or interfere with, annoy, or disturb Tenant or any other tenant or occupant of the Project or Landlord in its operation of the Project.

For the purposes of this Section, "applicable laws" means all laws, statutes, ordinances and governmental rules, regulations, or requirements now in force or in force after the Effective Date, the requirements of any board of fire underwriters or other similar body constituted now or after the Effective Date, and any direction or permanent occupancy certificate issued pursuant to any law by any public officer or officers, as well as the provisions of all recorded documents affecting the Project, Building, or Premises. At its sole cost and expense, Tenant will promptly comply with applicable laws insofar as they relate to (a) Tenant's particular use, occupancy, or alteration of the Premises; (b) the condition of the Premises resulting from Tenant's particular use, occupancy, or alteration of the Premises; or (c) alterations to the Premises required as a result of Tenant's particular status under applicable laws. Tenant will not be required to comply with applicable laws with respect to structural changes or changes outside the Premises unless related to (i) Tenant's use or occupancy of the Premises or (ii) improvements or alterations made by or for Tenant.

6.2 Hazardous Materials.

(a) Landlord will use commercially reasonable efforts to prevent the manufacture, storage, sale, use, disposal, release, or discharge of Hazardous Materials on or at the Project in any manner that violates Environmental Law or which causes there to be any liability under Environmental Law.

Tenant will not cause, or allow, any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants to cause, use, or conduct operations on or at the Project, the Building, or the Leased Premises, or manufacture, store, sell, use, dispose of, release, or discharge or permit the manufacture, storage, sale, use, disposal, release, or discharge of Hazardous Materials or Hazardous Waste, as defined in federal, state, or local law, in any manner that violates, or that creates any liability under, any applicable statute, regulation, ordinance, or code related to the use, storage or disposal of Hazardous Materials or Hazardous Waste. Tenant will indemnify, defend, and hold Landlord and its officers, directors, employees, and agents harmless from any and all claims, suits, judgments, actions, proceedings, damages, penalties, fines, costs, expenses, liabilities, or losses, including reasonable attorneys' fees, consultant fees, and expert fees which arise during or after the Lease Term as a result of contamination by Hazardous Materials or Hazardous Waste due to the negligence or willful misconduct of Tenant or of Tenant's agents or contractors. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials or Hazardous Waste present in the soil or groundwater on or under the Premises resulting from Tenant's occupancy and use of the Premises. Without limiting the foregoing, if the presence of any Hazardous Materials or Hazardous Waste on the Premises or the Project caused or permitted by the negligence or willful misconduct of Tenant or its agents or contractors results in any contamination of the Premises or the Project, Tenant will promptly take all actions at its sole expense as are necessary to return the Premises or the Project to the condition existing prior to the release of any such Hazardous Materials or Hazardous Waste, provided that Landlord's written approval of such actions will first be obtained, which approval will not be unreasonably withheld. Landlord shall have the right upon reasonable prior notice to enter the Leased Premises to inspect for Tenant's compliance with this Section. Tenant's obligations under this Section will survive the expiration or prior termination of this Lease.

(b) For purposes of this Lease, "Hazardous Materials" means any explosives, radioactive materials, petroleum products, hazardous wastes, or hazardous or toxic substances, including, without limitation, substances defined as "hazardous substances" or those substances, materials, and wastes listed in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901-6987; the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101); the United States Environmental Protection Agency Listing (40 CFR Part 302): or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect (collectively, "Environmental Law"). The terms "Hazardous Materials" and "Hazardous Materials" as used herein shall not include reasonable quantities of office supplies, printing materials, and other materials commonly and lawfully used in the sale of retail marijuana.

6.3 <u>Certain Insurance Risks</u>. Tenant shall not do or permit to be done any act or thing in its use of the Premises that will increase the cost of Landlord's insurance coverages applicable to the Premises.

ARTICLE 7
ASSIGNMENT AND SUBLETTING

7.1 **General.** Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, shall not assign, mortgage, pledge, or encumber this Lease. Tenant shall have the right to sublease up to 75% of the Premises for use as a restaurant, with the prior written consent of Landlord, which consent shall not be unreasonably withheld. Landlord shall not be entitled to any additional rents, fees, charges, or penalties as a result of such sublease. If this Lease is assigned or subleased, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to Rent. No assignment, sublease, occupancy or collection will be deemed a waiver of the provisions of this Section 7.1, the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant contained in this Lease. The consent by Landlord to an assignment or sublease will not be construed to relieve Tenant from liability under this Lease, or obtaining Landlord's prior written consent in writing to any further assignment or sublease. No permitted subtenant may assign or encumber its sublease or further sublease all or any portion of its subleased space, or otherwise permit the subleased space or any part of its subleased space to be used or occupied by others, without Landlord's prior written consent in each instance.

7.2 **Submission of Information.** If Tenant requests Landlord's consent to a specific assignment or subletting, Tenant will submit in writing to Landlord (a) the name and address of the proposed assignee or subtenant; (b) the business terms of the proposed assignment or sublease; (c) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (d) banking, financial, or other credit information reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or subtenant; and (e) the proposed form of assignment or sublease. Approval or rejection of any proposed sublease or assignment shall be subject to Landlord's exclusive discretion.

Payments to Landlord. If Landlord consents to a proposed assignment or sublease to a restaurant, then Landlord agrees to ask for no additional rent, only the continued payment of all operating expenses.

ARTICLE 8
RULES AND REGULATIONS

Tenant and its employees, agents, licensees and visitors will at all times observe faithfully, and comply strictly with, the rules and regulations set forth on **Exhibit B**, Landlord may from time to time reasonably amend, delete or modify existing rules and regulations, or adopt reasonable new rules and regulations for the use, safety, cleanliness and care of the Premises, the Building, and the Project, and the comfort, quiet and convenience of occupants of the Project so long as such amendments, deletions, modifications, new rules and new regulations do not interfere with Tenant's ability to transact its business. Modifications or additions to the rules and regulations will be effective upon 30 days' prior written notice to Tenant from Landlord. In the event of any breach of any rules or regulations or any amendments or additions to such rules and regulations, Landlord will have all remedies which this Lease provides for default by Tenant, and will, in addition, have any remedies available at law or in equity, including the right to enjoin any breach of such rules and regulations. Landlord will not be liable to Tenant for violation of such rules and regulations by any other tenant, its employees, agents, visitors or licensees or any other person. In the event of any conflict between the provisions of this Lease and the rules and regulations, the provisions of

this Lease will govern. Landlord agrees to enforce such rules and regulations in a manner that does not discriminate against Tenant.

ARTICLE 9
MAINTENANCE AND REPAIRS

9.1 Landlord's Repair and Maintenance. Subject to the provisions of those paragraphs of this Lease addressing Operating Expenses, Use, Tenant's Obligations, and Damage and Destruction, Landlord, at its expense, shall maintain, in good condition and repair, the foundations, exterior walls, and roof (excluding skylights) of the Premises. Landlord shall not, however, be obligated to paint the exterior or interior surface of exterior walls, nor shall Landlord be required to maintain, repair or replace windows, doors, or plate glass of the Premises. Landlord shall have no obligation to make repairs under this paragraph 12.1 until a reasonable time after receipt of written notice from Tenant of the need for such repairs.

9.2 Tenant's Obligations. Tenant, at Tenant's expense, shall keep in good order, condition and repair, the Premises and every part thereof including, without limitation, structural integrity of the floors, all plumbing, HVAC systems, electrical and lighting facilities and equipment within the Premises, fixtures, interior walls and exterior walls, ceiling, windows, doors, plate glass located within the Premises as well as landscaping, fencing, signage, etc. on or about the Premises. Tenant shall be responsible for maintenance of all heating and air-conditioning equipment (HVAC systems) serving the Premises, which shall include entering into commercially reasonable service contracts at Tenant's expense. Landlord reserves the right to enter into commercially reasonable maintenance contracts at Tenant's expense should Tenant fail to maintain the Premises to Landlord's reasonable satisfaction.

9.3 Limitation on Liability. Landlord will not be in default under this Lease or be liable to Tenant or any other person, for direct or consequential damage, or otherwise, for any failure of any heat, air conditioning, lighting, security, or any surges or interruptions of electricity, or other utilities, unless caused by Landlord's gross negligence or willful misconduct. Landlord reserves the right temporarily to discontinue such services at such times as may be necessary by reason of accident, repairs, alterations or improvements, strikes, lockouts, riots, acts of nature, governmental preemption in connection with a national or local emergency, any rule, order or regulation of any governmental agency, conditions of supply and demand which make any product unavailable, Landlord's compliance with any mandatory governmental energy conservation or environmental protection program, or any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Tenant, or any other happening beyond the control of Landlord. Landlord will not be liable to Tenant or any other person or entity for direct or consequential damages resulting from the admission to or exclusion from the Building or Project of any person. In the event of invasion, mob, riot, public excitement, strikes, lockouts, or other circumstances rendering such action advisable in Landlord's sole opinion, Landlord will have the right to prevent access to the Building or Project during the continuance of the same by such means as Landlord, in its sole discretion, may deem appropriate, including, without limitation, locking doors and closing parking areas and other common areas. Landlord will not be liable for damages to persons or property or for injury to, or interruption of, business nor will such temporary discontinuance in any way be construed as an eviction of Tenant or cause an abatement of Rent or operate to release Tenant from any of Tenant's obligations under this Lease.

Notwithstanding the foregoing, Landlord shall not, except in cases of life threatening emergency, when ordered to prohibit access to the Leased Premises by government authorities, or when Tenant is in breach of the obligation to pay Rent, prevent Tenant from entering the Leased Premises.

9.3.1 Maintenance—Removal of Garbage and Waste. Tenant shall not permit the accumulation of waste or refuse material and shall dispose of all garbage arising from the conduct of its business at such times and in such manner as may reasonably be prescribed by Landlord. Tenant agrees to make best efforts to keep all garbage retained in air-tight receptacles so as to avoid the escape of offensive or noxious odors, and to comply with all applicable governmental laws, regulations and orders. Tenant at its own cost and expense shall provide any and all safeguards so as to prevent the accumulation of such refuse and garbage. Tenant shall pay the cost of removal of any of Tenant's refuse from the building and Tenant shall contract independently for the removal of such refuse and garbage.

9.4 Odor Control. During the Term, Tenant shall take reasonable steps, to comply with applicable Town odor regulations and such other regulations as may be imposed by state and local licensing authorities as conditions to approval of necessary licenses. Tenant and Landlord shall cooperate in promptly responding to reasonable complaints regarding such odors. Tenant shall be responsible for any alterations necessary to reduce or eliminate odors in compliance with applicable regulations and license conditions.

ARTICLE 10
ALTERATIONS

10.1 General.

(a) During the Term, Tenant will not make or allow to be made any material or structure alterations, additions or improvements to or of the Premises or any part of the Premises, or attach any fixtures or equipment to the Premises, without first obtaining Landlord's written consent, which consent will not be unreasonably withheld. Landlord's consent to such alterations, additions, or improvements or Landlord's approval of the plans, specifications, and working drawings for such alterations, additions, or improvements will create no responsibility or liability on the part of Landlord for the completeness, design sufficiency, or compliance with all laws, rules, and regulations of governmental agencies or authorities with respect to such alterations, additions, or improvements. All such alterations, additions and improvements consented to by Landlord, and capital improvements which are required to be made to the Project as a result of the nature of Tenant's use of the Premises:

(1) Will be performed by contractors reasonably approved by Landlord and subject to conditions reasonably specified by Landlord (which may include requiring the posting of a mechanic's or materialmen's lien bond); and

(2) At Landlord's option with the written consent of the Tenant, will be made by Landlord for Tenant's account, and Tenant will reimburse Landlord for their cost within 10 days after receipt of a statement of such cost.

(b) Subject to Tenant's rights in Article 12, all permanent alterations, additions, fixtures and improvements, made in or upon the Premises either by Tenant or Landlord, will immediately become Landlord's property and, at the end of the Term will remain on the Premises

without compensation to Tenant, unless when consenting to such alterations, additions, fixtures, or improvements, Landlord has advised Tenant in writing that such alterations, additions, fixtures, or improvements must be removed at the expiration or other termination of this Lease. All trade fixtures and movable personal property placed, kept, or maintained on the Premises by Tenant shall remain the property of Tenant and shall be removed by Tenant upon expiration or termination of this lease.

10.2 **Removal.** If Landlord has required Tenant to remove any or all alterations, additions, fixtures and improvements, which are made in or upon the Leased Premises pursuant to this Article 10, prior to the Expiration Date, Tenant will remove such alterations, additions, fixtures and improvements at Tenant's sole cost and will restore the Leased Premises to the condition in which they were before such alterations, additions, fixtures, improvements and additions were made, reasonable wear and tear and casualty excepted.

ARTICLE 11
MECHANIC'S LIENS

Tenant will pay or cause to be paid all costs and charges for work (a) done by Tenant or caused to be done by Tenant, in or to the Premises, and (b) for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord, the Premises and the Project free, clear and harmless of and from all mechanic's liens and claims of liens, and all other liabilities, liens, claims and demands on account of such work by or on behalf of Tenant, other than work performed by Landlord pursuant to the Work Letter or otherwise. If any such lien, at any time, is filed against the Premises, or any part of the Project, Tenant will cause such lien to be discharged of record within 30 days after the filing of such lien, except that if Tenant desires to contest such lien, it will furnish Landlord or the Court, as applicable, within such 10-day period, security reasonably satisfactory to Landlord of at least 150% of the amount of the claim, plus estimated costs and interest or comply with such statutory procedures as may be available to release the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant will pay and satisfy the same at once. If Tenant fails to pay any charge for which a mechanic's lien has been filed, and has not given Landlord security as described above, or has not complied with such statutory procedures as may be available to release this lien, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with such lien, will be immediately due from Tenant to Landlord as Additional Rent. Nothing contained in this Lease will be deemed the consent or agreement of Landlord to subject Landlord's interest in the Project to liability under any mechanic's or other lien law. If Tenant receives written notice that a lien has been or is about to be filed against the Premises or the Project or any action affecting title to the Project has been commenced on account of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notice of such notice. At least 15 days prior to the commencement of any work (including, but not limited to, any maintenance, repairs, alterations, additions, improvements or installations) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Landlord will have the right to post notices of non-responsibility or similar written notices on the Premises in order to protect the Premises against any such liens.

ARTICLE 12
END OF TERM

At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear and casualty excepted. Tenant may remove from the Premises any trade fixtures, equipment and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building; Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such fixtures or equipment are used in the operation of the Building, or if the removal of such fixtures or equipment will result in impairing the structural strength of the Building. Tenant will remove such alterations, additions, improvements, trade fixtures, equipment and furniture as Landlord has requested in accordance with this Lease. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions and improvements on the Premises after the end of the Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without written notice to Tenant or any other person and without obligation to account for them. Tenant will pay Landlord for all expenses incurred in connection with the removal of such property, including, but not limited to, the cost of repairing any damage to the Building or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease. Tenant shall also be responsible, at Tenant's sole expense, for assuring that the Leased Premises are reasonably free of residual odors related to Tenant's retail activities.

ARTICLE 13
EMINENT DOMAIN

If all of the Premises are taken by exercise of the power of eminent domain (or conveyed by Landlord in lieu of such exercise) this Lease will terminate on a date (the "termination date") which is the earlier of the date upon which the condemning authority takes possession of the Premises or the date on which title to the Premises is vested in the condemning authority. If more than 10% of the Rentable Area of the Premises is so taken, Tenant will have the right to cancel this Lease by written notice to Landlord given within 30 days after the termination date. If less than 10% of the Rentable Area of the Premises is so taken, or if the Tenant does not cancel this Lease according to the preceding sentence, the Monthly Rent will be abated in the proportion of the Rentable Area of the Premises so taken to the Rentable Area of the Premises immediately before such taking, and Tenant's Share will be appropriately recalculated. If 25% or more of the Building or the Project is so taken, Landlord may cancel this Lease by written notice to Tenant given within 30 days after the termination date. In the event of any such taking, the entire award will be paid to Landlord and Tenant will have no right or claim to any part of such award; however, Tenant will have the right to assert a claim against the condemning authority, so long as Landlord's award is not otherwise reduced by such claim, for (a) Tenant's moving expenses and (b) leasehold improvements and personal property owned by Tenant.

ARTICLE 14
DAMAGE AND DESTRUCTION

(a) If the Premises or the Building are damaged by fire or other insured casualty, Landlord will give Tenant written notice of the time which will be needed to repair such damage and

a written estimate of the cost of the repairs, as determined by Landlord in its reasonable discretion, and the election (if any) which Landlord has made according to this Article 14. Such notice will be given before the 30th day (the "Notice Date") after the fire or other insured casualty.

(b) If all or part of the Premises is damaged by fire or other insured casualty to an extent that, in Landlord's reasonable opinion, can be repaired within 120 days after the Notice Date, Landlord will promptly begin to repair the damage after the Notice Date and will diligently pursue the completion of such repair. In that event, this Lease will continue in full force and effect, except that Monthly Rent, including Additional Rent will be abated on a pro rata basis from the date of the damage until the date of the completion of such repairs (the "repair period") based on the proportion of the Rentable Area of the Premises which Tenant is unable to use during the repair period.

(c) If all or a substantial part of the Premises is damaged by fire or other insured casualty to an extent which may not be repaired within 120 days after the notice date, as reasonably determined by Landlord or if the damage shall occur in the last 12 months of the Term, then (i) Landlord may cancel this Lease as of the date of such damage by written notice given to Tenant on or before the notice date or (ii) Tenant may cancel this Lease as of the date of such damage by written notice given to Landlord within 30 days after the "Notice Date". If neither Landlord nor Tenant so elects to cancel this Lease, Landlord will diligently proceed to repair the Premises and Monthly Rent will be abated on a pro rata basis during the repair period based on the proportion of the Rentable Area of the Premises which Tenant is unable to use during the repair period.

(d) If all or a substantial part of the Building is damaged by fire or other insured casualty to such a material extent that in the reasonable opinion of Landlord the Building must be totally or partially demolished, whether or not to be reconstructed in whole or in part, Landlord may elect to terminate this Lease by written notice delivered to Tenant by the Notice Date.

(e) Notwithstanding the provisions of subparagraphs (a), (b), (c) and (d) above, if the Premises or the Building are damaged by uninsured casualty, or if the proceeds of insurance are insufficient to pay for the repair of any damage to the Premises or the Building, Landlord will have the option to repair such damage or cancel this Lease as of the date of such casualty by written notice to Tenant on or before the Notice Date.

ARTICLE 15
SUBORDINATION

15.1 **General.** This Lease and Tenant's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, indenture, deed of trust or other lien encumbrance (each a "Superior Lien"), together with any renewals, extensions, modifications, consolidations and replacements of such Superior Lien, now or after the Commencement Date affecting or placed, charged or enforced against the Land, the Building, or all or any portion of the Project or any interest of Landlord in them or Landlord's interest in this Lease and the leasehold estate created by this Lease (except to the extent any such instrument will expressly provide that this Lease is superior to such instrument). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Notwithstanding the foregoing, Tenant will execute, acknowledge and deliver to Landlord, within 10 days

after written demand by Landlord, such documents as may be reasonably requested by Landlord or the holder of any Superior Lien to confirm or effect any such subordination.

15.2 **Attornment and Non-Disturbance.** Tenant agrees that in the event that any holder of a Superior Lien succeeds to Landlord's interest in the Premises, Tenant will pay to such holder all rents subsequently payable under this Lease. Further, Tenant agrees that in the event of the enforcement by the holder of a Superior Lien of the remedies provided for by law or by such Superior Lien, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such enforcement, automatically become the Tenant of and attorn to such successor-in-interest without change in the terms or provisions of this Lease, provided that such successor in interest executes a Nondisturbance Agreement agreeing to recognize this Lease. Such successor-in-interest will not be bound by (a) any payment of Rent for more than one month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease; (b) any amendment or modification of this Lease made without the written consent of such successor-in-interest (if such consent was required under the terms of such Superior Lien); (c) any claim against Landlord arising prior to the date on which such successor-in-interest succeeded to Landlord's interest; or (d) any claim or offset of Rent against the Landlord. Upon request by such successor-in-interest and without cost to Landlord or such successor-in-interest, Tenant will, within 10 days after written demand, execute, acknowledge and deliver an instrument or instruments confirming the attornment.

ARTICLE 16
ENTRY BY LANDLORD

Landlord, its agents, employees, and contractors may enter the Premises, subject to local and state laws and regulations, including those rules and regulations of the Marijuana Enforcement Division ("MED"), at any time in response to an emergency and otherwise with notice at reasonable hours to:

(a) Inspect the Premises;

(b) Exhibit the Premises to prospective purchasers, lenders or (during the last 6 months of the Term) tenants;

(c) Determine whether Tenant is complying with all its obligations in this Lease;

(d) Supply any service to be provided by Landlord to Tenant according to this Lease;

(e) Post written notices of non-responsibility or similar notices; or

(f) Make repairs required of Landlord under the terms of this Lease or repairs to any adjoining space or utility services or make repairs, alterations or improvements to any other portion of the Building; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible

(g) Tenant, by this Article 16, waives any claim against Landlord, its agents, employees or contractors for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by any entry in accordance with this Article 16, unless such damage is caused by the gross

negligence or deliberate tortious act of Landlord. Landlord will have the right to use any and all means which Landlord may deem proper to open doors in and to the Premises in an emergency in order to obtain entry to the Premises, provided that Landlord will provide continuous security upon the Premises during such entry and promptly repair any damages caused by any forced entry. Any entry to the Premises by Landlord in accordance with this Article 16 will not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any portion of the Premises, nor will any such entry entitle Tenant to damages or an abatement of Monthly Rent, Additional Rent, or other charges which this Lease requires Tenant to pay. Landlord hereby agrees to exercise its rights hereunder in a manner that will not unreasonably interfere with Tenant's use and occupancy of the Premises.

(h) With the exception of emergency situations, Landlord will use its best efforts to provide Tenant with reasonable advance notice prior to entering the Premises.

ARTICLE 17
INDEMNIFICATION, WAIVER, AND RELEASE

(a) Tenant shall indemnify, defend, including the payment of reasonable attorney fees and costs, and hold Landlord and Landlord's agents, employees, partners, officers, directors, affiliates, attorneys, and successors in interest harmless from and against any and all claims, demands, suits, fines, losses, expenses and liabilities relating to Tenant's occupancy and use of the Leased Premises, except to the extent caused by Landlord's willful acts or omissions.

(b) Landlord shall indemnify, defend, including the payment of reasonable attorney fees and costs, and hold Tenant and Tenant's agents, employees, partners, officers, directors, affiliates, attorneys, and successors in interest harmless from and against any and all claims, demands, suits, fines, losses, expenses and liabilities relating to Landlord's development and use of the Project, except to the extent caused by Tenant's willful acts or omissions.

ARTICLE 18
SECURITY DEPOSIT

Tenant shall deposit $15,000.00 with Landlord, upon execution of this Lease as security for Tenant's faithful performance of its obligations hereunder (the "Security Deposit").

If Tenant fails to pay Rent, or any other amount when due under this Lease, or fails to perform any other obligation hereunder, Landlord will notify Tenant of such failure in writing. If Tenant does not cure such failure within ten (10) days of receipt of such notice (five (5) days if the default is failure to pay any amounts due to Landlord), Landlord may use or apply all or any portion of the Security Deposit to cure such failure. If Landlord so uses any portion of the Security Deposit, Tenant shall restore the Security Deposit to the full amount originally deposited within ten (10) days after written demand by Landlord. Landlord shall not be required to keep the Security Deposit when converted to cash separate from its general accounts, and shall have no obligation or liability for payment of interest on the Security Deposit. Within thirty (30) days after the Term has expired, or Tenant has vacated the Premises, and all outstanding amounts owing to Landlord hereunder have been paid, and provided that Tenant is not then in default of any of its obligations hereunder, the Security Deposit, or so much thereof as had not theretofore been applied by Landlord, shall be returned to Tenant.

ARTICLE 19
QUIET ENJOYMENT

Landlord covenants and agrees with Tenant that, so long as Tenant pays the Rent, and observes and performs all the terms, covenants, and conditions of this Lease on Tenant's part to be observed and performed, and subject to changes in or enforcement of local, state, or federal laws, ordinances, regulations, or policies, Tenant may peaceably and quietly enjoy the Premises, subject, nevertheless, to the terms and conditions of this Lease, and Landlord will defend Tenant's quiet enjoyment of the Premises against disturbance by anyone claiming by, through, or under Landlord.

Landlord represents and warrants that it will not take any deliberate action that will intentionally jeopardize Tenant's right to use the Leased Premises for the purpose set forth in the Lease; and will indemnify and defend Tenant from any claims, losses and expenses relating to actions taken by Landlord that are inconsistent with such representation.

ARTICLE 20
EFFECT OF SALE

A sale, conveyance or assignment of Landlord's interest in the Building or the Project will operate to release Landlord from liability from and after the effective date of such sale, conveyance or assignment. After the effective date of such sale, conveyance or assignment, Tenant will look solely to Landlord's successor-in-interest in and to this Lease. This Lease will not be affected by any such sale, conveyance or assignment, and Tenant will attorn to Landlord's successor-in-interest to this Lease.

ARTICLE 21
DEFAULT

21.1 **Events of Default.** The following events are referred to, collectively, as "Events of Default" or, individually, as an "Event of Default":

(a) Tenant defaults in the due and punctual payment of Rent, and such default continues for five (5) working days after written notice from Landlord; however, Tenant will not be entitled to more than two (2) notices for monetary defaults during any twelve (12)-month period, and if after such written notice any Rent is not paid when due during the twelve (12) month period following the second notice when due, an Event of Default will be considered to have occurred without the requirement for a written notice to be given to Tenant;

(b) Tenant abandons the Premises and ceases to pay Rent;

(c) This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, Landlord, or the Leased Premises, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within 15 days after its levy;

(d) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state,

or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;

(e) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment; or

(f) Tenant breaches any of the agreements, terms, covenants or conditions which this Lease, together with Exhibit C, requires Tenant to perform, other than the obligation to timely pay Rent and Additional Rent, and such breach continues for a period of thirty (30) days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably within such thirty (30)-day period, if Tenant fails to diligently commence to cure such breach within thirty (30) days after written notice from Landlord and to complete such cure within an reasonable time thereafter.

21.2 **Landlord's Remedies.** If any one or more Events of Default set forth in Section 21.1 occurs then Landlord has the right, at its election:

(a) To give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability, as if the expiration of the term fixed in such notice were the end of the Term;

(b) Subject to compliance with controlling local and state laws and regulations, including those rules and regulations of the MED, to, without further demand or notice, reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Monthly Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions;

Without further demand or notice to cure any Event of Default and to charge Tenant for the cost of effecting such cure, including, without limitation, reasonable attorneys' fees and interest on the amount so advanced at the Prime Rate, provided that Landlord will have no obligation to cure any such Event of Default of Tenant.

Should Landlord elect to reenter as provided in subsection (b), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, re-let the Premises or any part of the Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may reasonably include concessions of free rent and alteration and repair of the Premises) as Landlord, in its reasonable discretion, may determine and Landlord may collect and receive the rent. Landlord will in no way be responsible or liable for any failure to re-let the Premises, or any part of the Premises, or for any failure to collect any rent due upon such re-letting. No such reentry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No written notice from

Landlord under this Section or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or re-letting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.

21.3 Tenant's Termination Fee For Convenience. Tenant shall have the right to terminate this Lease for Tenant's convenience solely upon satisfying the following conditions:

(a) Providing Landlord not less than 90 days' advance, written notice of Tenant's intention to terminate the Lease, and

(b) In addition to all Rent and other amounts due to Landlord for the period prior to the Lease termination date, a lump sum payment in the amount of:

(i) $80,000 if Tenant gives notice of termination within the first year of the Lease Term;

(ii) $70,000 if Tenant gives notice of termination within the second year of the Lease Term;

(iii) $60,000 if Tenant gives notice of termination within the third year of the Lease Term;

(iv) $50,000 if Tenant gives notice of termination within the fourth year of the Lease Term; and

(v) $40,000 in any subsequent year of the Lease Term.

Tenant shall make such termination payment, in full, to Landlord not less than 30 days prior to the Lease termination date.

21.4 Certain Damages. In the event that Landlord does not elect to terminate this Lease as permitted in Section (a), but on the contrary, elects to take possession as provided in Section (b), Tenant will pay to Landlord: (a) Monthly Rent and other sums as provided in this Lease, which would be payable under this Lease if such repossession had not occurred, less (b) the net proceeds, if any, of any re-letting of the Premises after deducting all of Landlord's reasonable expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage commissions, attorneys' fees, expenses of employees, alteration and repair costs and expenses of preparation for such re-letting. If, in connection with any re-letting, the new lease term extends beyond the existing Term, or the premises covered by such new lease include other premises not part of the Premises, a fair apportionment of the rent received from such re-letting as provided in this Section will be made in determining the net proceeds from such re-letting, and any rent concessions will be equally apportioned over the term of the new lease. Tenant will pay such rent and other sums to Landlord monthly on the day on which the Monthly Rent would have been

payable under this Lease if possession had not been retaken and Landlord will be entitled to receive such rent and other sums from Tenant on each such day.

21.5 Continuing Liability After Termination. If this Lease is terminated on account of the occurrence of an Event of Default, Tenant will remain liable to Landlord for damages in an amount equal to Monthly Rent and other amounts which would have been owing by Tenant for the balance of the Term, had this Lease not been terminated, less the net proceeds, if any, of any re-letting of the Premises by Landlord subsequent to such termination, after deducting all of Landlord's expenses in connection with such re-letting, including, without limitation, the expenses enumerated in Section 04. Landlord will be entitled to collect such damages from Tenant monthly on the day on which Monthly Rent and other amounts would have been payable under this Lease if this Lease had not been terminated, and Landlord will be entitled to receive such Monthly Rent and other amounts from Tenant on each such day. Alternatively, at the option of Landlord, in the event this Lease is so terminated, Landlord will be entitled to recover against Tenant as damages for loss of the bargain and not as a penalty:

(a) The worth at the time of award of the unpaid Rent which had been earned at the time of termination;

(b) The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided by mitigating damages;

(c) The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term of this Lease (had the same not been so terminated by Landlord) after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed by adding interest at the Prime Rate on the date on which this Lease is terminated from the date of termination until the time of the award. The worth at the time of award of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Kansas City, Missouri, at the time of award plus 1%.

21.6 Cumulative Remedies And Limitations. Any suit or suits for the recovery of the amounts and damages set forth in Sections 04 and 05 may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the Term would have expired had there occurred no Event of Default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or after the Date existing at law or in equity or by statute or otherwise will not

preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or after the Date existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

ARTICLE 22
MISCELLANEOUS

22.1 **Signs.** Tenant may install such signs as permitted by applicable governmental requirements, and as approved in advance by Landlord, subject to Landlord's reasonable discretion. All costs of installing the signs, securing permits for such signs, and removing the signs at the termination of this Lease shall be borne by the Tenant.

22.2 **No Offer.** This Lease is submitted to Tenant on the understanding that it will not be considered an offer and will not bind Landlord in any way until Tenant has duly executed and delivered duplicate originals to Landlord and Landlord has executed and delivered one of such originals to Tenant.

22.3 **Joint and Several Liability.** If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease. The act of, written notice to, written notice from, refund to, or signature of, any signatory to this Lease (including without limitation modifications of this Lease made by fewer than all such signatories) will bind every other signatory as though every other signatory had so acted, or received or given the written notice or refund, or signed.

22.4 **Time is of the Essence.** Time is of the essence of each and every provision of this Lease.

22.5 **No Recordation.** Tenant's recordation of this Lease or any memorandum or short form of it will be void and a default under this Lease.

22.6 **No Waiver.** The waiver by Landlord of any agreement, condition or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision contained in this Lease, nor will any custom or practice which may grow up between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of Rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition or provision of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

22.7 **Limitation on Recourse.** Tenant specifically agrees to look solely to Landlord's interest in the Project for the recovery of any judgments from Landlord. It is agreed that Landlord (and its shareholders, venturers, and partners, and their shareholders, venturers and partners and all of their officers, directors and employees) will not be personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to, and will not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or relief in any suit or action in connection with

enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

22.8 **Estoppel Certificates.** Within 10 days after prior written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord a certificate certifying (a) 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 date and nature of each modification; (b) the date, if any, to which Rent and other sums payable under this Lease have been paid; (c) that no written notice of any default has been delivered to Landlord which default has not been cured, except as to defaults specified in said certificate; (d) there is no Event of Default under this Lease or an event which, with notice or the passage of time, or both, would result in an Event of Default under this Lease, except for defaults specified in said certificate. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any deed of trust of the Building or any part of the Project. In the event of any conflict between the terms of the estoppel and the terms of this Lease, this Lease shall govern and control. Tenant's failure to deliver such a certificate within such time will be conclusive evidence of the matters set forth in it.

22.9 **No Merger.** The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by mutual agreement of Tenant and Landlord or the termination of this Lease on account of Tenant's default will not work a merger, and will, at Landlord's option, (a) terminate all or any subleases and subtenancies or (b) operate as an assignment to Landlord of all or any subleases or subtenancies. Landlord's option under this Section will be exercised by written notice to Tenant and all known sublessees or subtenants in the Premises or any part of the Premises.

22.10 **Holding Over.** Tenant will have no right to remain in possession of all or any part of the Premises after the expiration of the Term. If Tenant remains in possession of all or any part of the Premises after the expiration of the Term, with the express or implied consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further terms; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In such event, Monthly Rent will be increased to an amount equal to 150% of the Monthly Rent payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease.

22.11 **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted under this Lease must be in writing and will be deemed to have been given three (3) days after being deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, or when personally delivered, sent by facsimile with receipt acknowledged, deposited with any nationally recognized overnight carrier which routinely issues receipts, addressed to the party for whom it is intended at its address set forth herein or at such other address as it directs. . Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other party in the manner prescribed in this Section.

22.12 **Severability.** If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each

provision of this Lease that is illegal, invalid or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

22.13 Written Amendment Required. No amendment, alteration, modification of or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building, or Project, as the case may be, provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

22.14 Entire Agreement. This Lease, the Exhibits and Addenda, if any, contain the entire agreement between Landlord and Tenant. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Premises, the Building, or the Project.

22.15 Captions. The captions of the various Articles and Sections of this Lease are for convenience only and do not necessarily define, limit, describe or construe the contents of such Articles or Sections.

22.16 Notice of Landlord's Default. In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlord's default and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a thirty (30)-day period, to commence action and proceed diligently to cure such alleged default.

22.17 Authority. Tenant and the party executing this Lease on behalf of Tenant represents to Landlord that such party is authorized to do so by requisite action of the board of directors, or partners, as the case may be, and agree upon request to deliver to Landlord a resolution or similar document to that effect.

22.18 Brokers. Landlord and Tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises. Each of them will indemnify the other against and hold the other harmless from any claims for fees or commissions from anyone with whom either of them has consulted or negotiated with regard to the Premises.

22.19 Governing Law. This Lease will be governed by and construed pursuant to the laws of the State of Colorado. Jurisdiction and Venue shall be in the appropriate Court in Garfield County, Colorado.

22.20 Attorneys' Fees. In any action or proceeding hereunder, the prevailing party shall be entitled to recover from the other the prevailing party's reasonable costs and expenses of such action or proceeding, including reasonable attorneys' fees.

22.21 Late Payments. Any Rent which is not paid prior to the expiration of any applicable grace and cure periods hereunder will accrue interest at a late rate charge of the Prime Rate plus **5%** per

annum (but in no event in an amount in excess of the maximum rate allowed by applicable law) from the date on which it was due until the date on which it is paid in full with accrued interest.

22.22 **No Easements for Air or Light.** Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Building will in no way affect this Lease or impose any liability on Landlord.

22.23 **Tax Credits.** Promptly after Landlord's demand, Landlord and Tenant will prepare a detailed list of the leasehold improvements and fixtures and their respective costs for which Landlord or Tenant has paid. Landlord will be entitled to all credits and depreciation for those items for which Landlord has paid by means of any tenant finish allowance or otherwise. Tenant will be entitled to any tax credits and depreciation for all items for which Tenant has paid with funds not provided by Landlord.

22.24 **Landlord's Fees.** Whenever Tenant requests Landlord to take any action or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for all of Landlord's reasonable costs incurred in reviewing the proposed action or consent, including, without limitation, reasonable attorneys', engineers' or architects' fees, within ten (10) days after Landlord's delivery to Tenant of a statement of such costs, which costs shall not exceed $500.00. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action. Tenant shall not be liable for such costs during the first six months following the Delivery of Possession as described in Section 3.2.1.

22.25 **Binding Effect.** The covenants, conditions and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

22.26 **Lease Contingency.** This Lease is contingent upon Tenant receiving all necessary licenses and approvals for Tenant's proposed use from the State of Colorado, the Town of Parachute, Garfield County, and all other governmental and quasi-governmental entities having jurisdiction to issue such approvals.. Landlord acknowledges that such licenses are in part contingent upon review and approval of this Lease by local and state agencies, including the MED. In the event that Tenant is unable to obtain the necessary licenses and approvals required for Tenant's intended use from any governmental or regulatory agency, Tenant may terminate this lease upon seven day's written notice to Landlord without penalty or seek reasonable modification of this Lease if required to obtain the necessary licenses and approvals. If modification is so required, Landlord shall cooperate with Tenant as is reasonably necessary to gain licenses and approvals. In the event that the necessary licenses and approvals are not renewed or are revoked as a result of circumstances not caused by Tenant (i.e. a referendum banning the sale of retail marijuana in Parachute), Tenant may terminate this Lease upon seven day's written notice to Landlord without penalty. In the event that Tenant utilizes this provision to terminate the lease, the Parties' obligations to each other under the lease shall terminate seven days following receipt of the written notice of termination. In no event shall Tenant be entitled to a refund of any amounts accrued or paid in Rent or Additional Rent during the time of actual occupancy by Tenant.

Landlord and Tenant have executed this Lease as of the day and year first above written.

Signature page follows

LANDLORD
Stage Stop 3, LLC, a Colorado Limited Liability Company
By:

_____
Signature *Date*

_____
Printed Name *Title*

TENANT
Parachute Green Joint, LLC, a Colorado Limited Liability Company
By:

Daniel Sullivan 8-8-15
Signature *Date*

DANIEL L. SULLIVAN, MEMBER MANAGER
Printed Name *Title*

LANDLORD
Stage Stop 3, LLC, a Colorado Limited Liability Company
By:

Signature 8-8-15
Date

STEVEN J. SPEER Member MANAGER
Printed Name Title

TENANT
Parachute Green Joint, LLC, a Colorado Limited Liability Company
By:

Signature 8-8-15
Date

DANIEL L. SULLIVAN, MEMBER MANAGER
Printed Name Title

EXHIBIT A: Leased Premises

The legally described real estate in the County of 6/24/2015 9 Garfield, Colorado: 10 Section 12, Township 7, Range 96: Lots 1-7 Block 32 Park Addition; The South 66.8` of Lot 0 except part of I-70 right of way (Parcel 2409-121-14-003); and Beginning at a point Northerly of right of way of I-70, whence east 1/4 (Parcel 2409-121-00-029) 11 known as No. 315 E 1st Street Parachute CO 81635 (Property)

STAGE STOP / PARK RANGE
No. 315 E 1st Street, Parachute, CO 81635 LEASE AGREEMENT

EXHIBIT B: Additional Conditions

The Additional Provisions set forth in this Exhibit C shall be incorporated into and made a part of the Industrial Lease (the "Lease") entered into by and between Stage Stop 3, LLC ("Landlord") and Parachute Green Joint, LLC ("Tenant") with respect to a portion of the Building known as Parachute Dispensary located at No. 315 E 1st Street, Parachute, CO 81635.

Unless otherwise noted in this Exhibit, capitalized terms shall have the meaning given them in the Lease.

1. Landlord and Tenant acknowledge and agree that Tenant intends to use the Leased Premises for the operation of a facility authorized by the State of Colorado, the Town of Parachute and the County of Garfield to sell marijuana and marijuana related products and, potentially, operate a restaurant.

2. Tenant covenants, warrants, and represents as follows:

a. At all times during the Term of the Lease, Tenant, together with its members, managers, agents, officers, and employees, shall obtain and maintain, in good standing and without interruption or restriction, all licenses, permits, approvals, and certifications, of any kind whatsoever, required by any governmental or quasi-governmental entity for the lawful operation of a retail marijuana store.

b. At all times during the Term of the Lease, Tenant shall maintain strict compliance with all applicable laws, ordinances, and regulations, including, without limitation, the Colorado Retail Marijuana Code, C.R.S. § 12-43.4-101 , *et seq.*, and all other applicable laws and regulations of the State of Colorado and the town and county wherein the Leased Premises are located (collectively, the "Applicable Law").

c. Tenant shall not sell, barter, donate, transfer, trade, or convey by any means any marijuana grown at or on the Leased Premises except as permitted by the Code and all other applicable state or local laws, ordinances, and regulations.

d. Tenant shall not use, or permit the use of, the Leased Premises for the for the sale of marijuana in amounts exceeding those permitted by the Applicable Law and any other applicable state or local law, ordinance, or regulation.

e. Tenant shall not permit the consumption of marijuana in or on the Leased Premises.

3. Tenant shall, at its sole expense, provide for the physical security of the Leased Premises in accordance with all applicable state and local laws, ordinances, and regulations, and with Landlord's reasonable requests.

4. Tenant shall immediately inform Landlord of any contact Tenant has at or on the Leased Premises with local, state, or federal law enforcement officials or regulatory agents.

5. Notwithstanding any contrary or conflicting provision of the Lease, Landlord shall be entitled, but not required, to immediately terminate the Lease upon the occurrence of any of the following:

a. The adoption of any state or local law, ordinance, or regulation that makes the sale of retail marijuana unlawful or impractical in the Town of Parachute, Colorado or at the Leased Premises.

b. The adoption of any policy or practice by state or local law enforcement agencies with jurisdiction over the Project that is incompatible with the continued sale of retail marijuana in or on the Leased Premises.

c. Notice from any governmental or quasi-governmental agency with jurisdiction over the Project that it intends to imminently undertake enforcement of laws, ordinances, or regulations that restrict or prohibit the sale of retail marijuana.

d. Notice from any lender with an interest in the Project that the Lease constitutes a default under any promissory note, deed of trust, or other financing instrument applicable to the Project.

e. Landlord's inability to obtain policies of insurance protecting against property damage or personal injury at premium levels and with policy limits that are reasonably acceptable to Landlord and to Landlord's lender or lenders.

f. The adoption or enforcement of any land use restriction applicable to the Project that is incompatible with the continued sale of retail marijuana in or on the Leased Premises.

6. Upon such termination, Tenant shall immediately vacate the Leased Premises and shall promptly remove all marijuana, in any form, from the Leased Premises. With the exception of defense and indemnity provisions, and any other provision that expressly survives termination of the Lease, Tenant shall thereafter have no further obligation to Landlord under the Lease, including the continued payment of Rent except Rent that has already accrued and is properly owing to the Landlord at the time of termination.

7. Landlord and Tenant enter into this Lease in full recognition that the state of the law applicable to legal sale of retail marijuana is not yet settled. Landlord and Tenant therefore agree to cooperate in responding to applicable laws, ordinances, regulations, and governmental policies and practices adopted after the Effective Date. The Parties' cooperation shall include adopting such amendments to the Lease as are necessary to protect Landlord, Tenant, and the Leased Premises from adverse legal or regulatory action.

EXHIBIT C: TENANT IMPROVEMENTS

All Tenant Improvements contemplated by this Exhibit require Landlord's advance approval, which shall not be unreasonably withheld.

1. Outdoor Signage. Subject to Section 22.1, Tenant will design, place, and maintain outdoor signage, either freestanding or attached to Premises, sufficient to identify the name and nature of the business(es).

2. Kitchen Appliances. Tenant or Tenant's sublesee may, as reasonably required, improve, place, or install appliances sufficient for the use and operate of a portion of the Premises as a restaurant, and for use, either personal or as may be incident to operations upon the Premises, by Tenant's agents, employees, or those of Tenant's sublesee.

3. HVAC / Climate Control Systems. Subject to Sections 4.1 and 9.2, Tenant may improve the current or install new HVAC systems necessary for Tenant's comfort and specific uses and operations upon the Premises.

4. Restroom. Tenant may improve or remodel restroom facilities, including any necessary plumbing and electrical systems incident thereto.

5. Wall Removal and Additions in Customer Service Areas. If Tenant determines it is necessary to meet Tenant's needs or regulatory standards, Tenant may remove or erect walls or barriers, in compliance with applicable building codes, throughout the Premises.

6. New Ingress/Egress and Entrance/Exit in the Customer Service Area. If necessary to Meet Tenant's needs or regulatory standards, and in compliance with applicable building codes, Tenant may add new points of ingress/egress upon the Premises and entrance/exit upon the building structure.

7. New Flooring and/or Wall decor additions or modifications. Tenant may add to, improve, or remodel interior fixtures, flooring, and walls for aesthetical or structural purposes.

8. Security & Camera Systems. Tenant may install, upon the interior and exterior of the Premises, such surveillance equipment to meet minimum standards required by state and local laws, rules, and regulations, and such other security equipment as Tenant deems reasonably necessary.

9. Aesthetical Alterations and Cleaning. Tenant may provide such other aesthetical improvements, such as paint, siding, substantial cleaning or clearing of debris, or other alterations to Premises, as Tenant so desires.

10. Deck Removal or Alteration. At Tenant's sole discretion, Tenant may improve, remove, or alter outdoor structures, including the attached deck.

11. Awning/Sunshade. Tenant may attach to the Premises awnings or sunshades.

12. Address/Unit Designation. Tenant may seek, through the appropriate local office, to designate additional, unique address(es) upon the Premises for demarcation of Tenant's operations and the operations of Tenant's restaurant-sublesee.

13. Improvement of Basement. Upon Tenant's determination, the Premises basement may be improved for use as an office, employee lounge. Improvements may include such additional security measures as Tenant deems reasonably necessary to Tenant's operations.

14. Exterior Trees and Plants. Tenant may, from time to time, remove, plant, and trim plants, trees, and other foliage on the Premises.

15. Roof and Ventilation System. Tenant may improve, repair, alter, or replace the building roof and ventilation systems.

16. Improvements Required by Law. Tenant will provide such other improvements and alterations as Tenant determines are necessarily required by state or local laws, rules, and regulations.

17. Parking Lot. Tenant may cause the resurfacing and alteration to parking arrangement of the Premises' parking lot as is reasonably necessary for ingress/egress and use of the same by Tenant.

Gmail by Google

Dan Sullivan <dan@thegreenjoint.com>

Consent of Retail Marijuana Store by Landlord

3 messages

Dan Sullivan <dan@thegreenjoint.com>
To: Steve Speer <speer700@gmail.com> Wed, Aug 12, 2015 at 11:11 AM

Mr. Speer,

Please reply back with your acknowledgement and agreement that:

* Stage Stop 3 LLC, is in fact the owner of 315 E. 1st Street, Parachute CO 81635
* Has entered into a Master Lease with Parachute Green Joint LLC for Retail Marijuana Sales
* As Member Manager of Stage Stop 3 LLC, you authorize and consent to Parachute Green Joint LLC having licensing of these premises for a Retail Marijuana Establishment

Thank you,

Dan Sullivan
Member Manager
Parachute Green Joint, LLC

Steve Speer <speer700@gmail.com>
To: Dan Sullivan <dan@thegreenjoint.com> Thu, Aug 13, 2015 at 7:56 AM

I acknowledge and agree that this is correct.

Steve Speer- manager

StageStop3, LLC

Sent from my iPhone
[Quoted text hidden]

Steve Speer <speer700@gmail.com>
To: Dan Sullivan <dan@thegreenjoint.com> Thu, Aug 13, 2015 at 8:08 AM

I acknowledge and consent that this is correct.

Steve Speer
Manager
Stagestop3, LLC

Sent from my iPhone

On Aug 12, 2015, at 11:11 AM, Dan Sullivan <dan@thegreenjoint.com> wrote:

[Quoted text hidden]

PUBLIC NOTICE

NOTICE OF HEARING

Pursuant to Section 6.11.090.D of the Town of Parachute, Colorado

NOTICE IS HEREBY GIVEN that an application has been made to the Local Licensing Authority of the Town of Parachute, Colorado, for a Retail Marijuana Store which permits the sale of retail marijuana products on the premise.

APPLICANT: Parachute Green Joint, LLC

TRADE NAME: The Green Joint

ADDRESS OF APPLICANT: 1030 Grand Avenue
Glenwood Springs, CO 81601

ADDRESS OF PROPOSED LICENSED PREMISES: 315 East First Street
Parachute, Colorado 81635

DATE OF APPLICATION: August 11, 2015

PUBLIC NOTICE IS HEREBY GIVEN that a Public Hearing will be held on this application **Thursday, September 17, 2015 at 6:30 p.m.** in the Board Room in the Parachute Town Hall, 222 Grand Valley Way, Parachute, CO 81635.

All interested persons may appear at said hearing.

BY ORDER OF THE LOCAL LICENSING AUTHORITY

TOWN OF PARACHUTE
BOARD OF TRUSTEES

P.O. BOX 100
PARACHUTE, CO. 81635-0100
(970) 285-7630

TOWN OF PARACHUTE, COLORADO

_____

Stuart S. McArthur, Town Manager

PUBLIC HEARING NOTICE

There will be a Public Hearing concerning the application for a marijuana license at the regularly scheduled TOWN OF PARACHUTE Board of Trustees Meeting on September 17, 2015, for 315 E. 1st Street, Unit B, in the Town of Parachute, CO. The owner is seeking this request for the purpose of requesting a retail marijuana license in the Town of Parachute.

The Public Hearing will be held at 6:30 p.m. at the Town Hall Board Room, 222 Grand Valley Way, Parachute, Colorado 81635. If you have any questions or concerns, please contact the Town Manager of Town of Parachute by letter, in person, or call 970-285-7630, x-106.

PUBLIC HEARING NOTICE

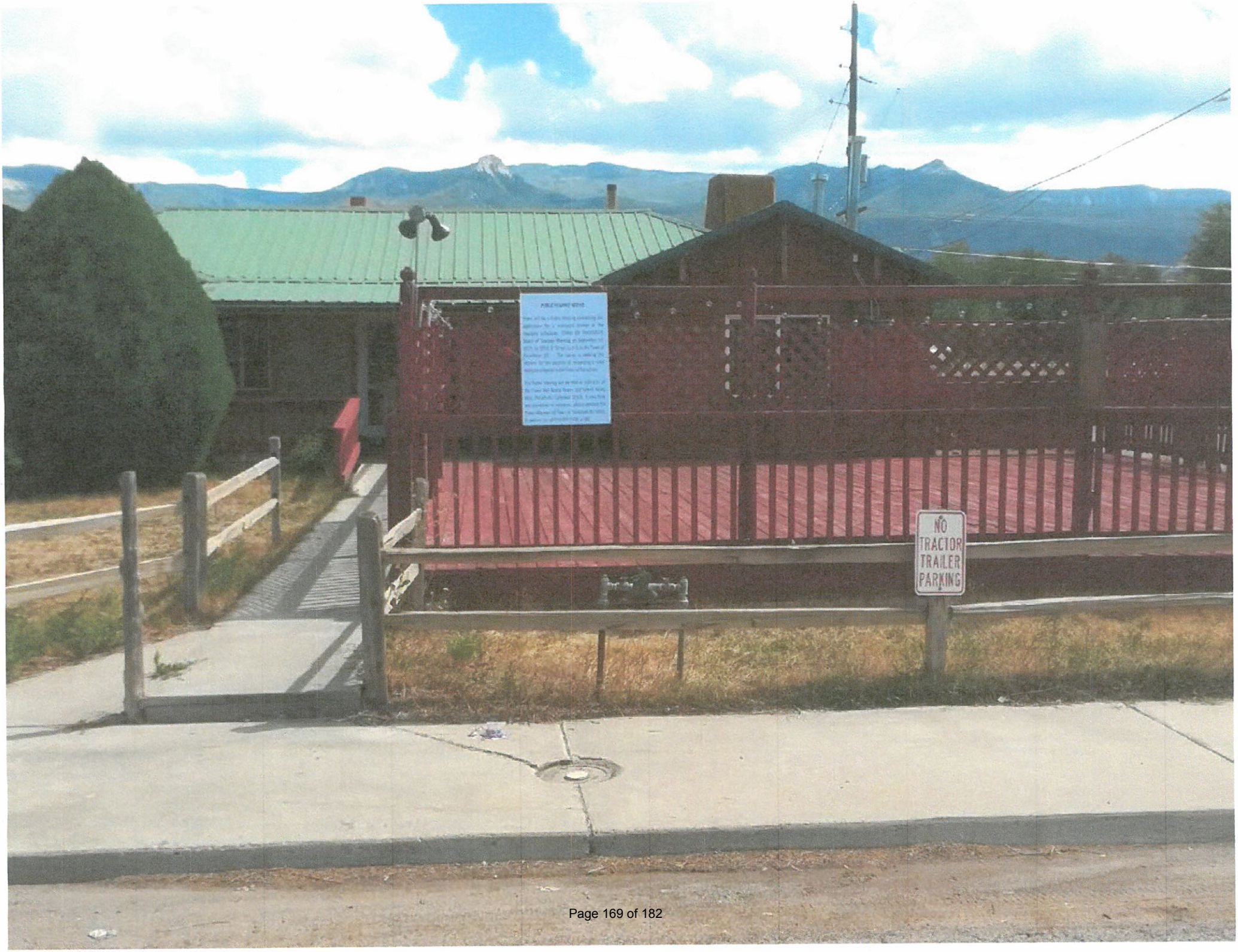
There will be a Public Hearing concerning the application for a marijuana license at the regularly scheduled TOWN OF PARACHUTE Board of Trustees Meeting on September 17, 2015, for [Address Here] in the Town of Parachute, CO. The owner is seeking this request for the purpose of requesting a retail marijuana license in the Town of Parachute

The Public Hearing will be held at 6:30 p.m. at the Town Hall Board Room, 222 Grand Valley Way, Parachute, Colorado 81635. If you have any questions or concerns, please contact the Town Manager of Town of Parachute by letter, in person, or call 970-285-7630, x-106.

PUBLIC HEARING NOTICE

There will be a Public Hearing concerning the application for a marijuana license at the regularly scheduled TOWN OF PARACHUTE Board of Trustees Meeting on September 17, 2015, for 315 E. 1st Street, Unit B, in the Town of Parachute, CO. The owner is seeking this request for the purpose of requesting a retail marijuana license in the Town of Parachute.

The Public Hearing will be held at 6:30 p.m. at the Town Hall Board Room, 222 Grand Valley Way, Parachute, Colorado 81635. If you have any questions or concerns, please contact the Town Manager of Town of Parachute by letter, in person, or call 970-285-7630, x-106.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TRACTOR
TRAILER
PARKING

7014 2870 0002 0785 2560

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OFFICIAL USE

PARACHUTE, CO 81635

Postage	$ $3.45	0543 07
Certified Fee	$2.80	Postmark Here
Return Receipt Fee (Endorsement Required)	$0.00 $0.00	
Restricted Delivery Fee (Endorsement Required)	$0.00 $0.00	
Total Postage & Fees	$0.49 $ $6.74	09/02/2015

Sent To

Street & Apt. No., or PO Box No. 314 E. 1st ST.

City, State, ZIP+4 PARACHUTE, CO, 81635

PS Form 3800, July 2014 See Reverse for Instructions

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Certified Fee	$2.80	Postmark Here
Return Receipt Fee (Endorsement Required)	$0.00 $0.00	
Restricted Delivery Fee (Endorsement Required)	$0.00 $0.00	
Total Postage & Fees	$0.49 $ $6.74	09/02/2015

Sent To

Street & Apt. No., or PO Box No. 222 E. 1st ST

City, State, ZIP+4 PARACHUTE, CO, 81601

PS Form 3800, July 2014 See Reverse for Instructions

7014 2870 0002 0785 3024

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Certified Fee	$2.80	Postmark Here
Return Receipt Fee (Endorsement Required)	$0.00 $0.00	
Restricted Delivery Fee (Endorsement Required)	$0.00 $0.00	
Total Postage & Fees	$0.49 $ $6.74	09/02/2015

Sent To

Street & Apt. No., or PO Box No. 318 E. 1st ST.

City, State, ZIP+4 PARACHUTE, CO, 81635

PS Form 3800, July 2014 See Reverse for Instructions

7014 2870 0002 0785 3017

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Certified Fee	$2.80	Postmark Here
Return Receipt Fee (Endorsement Required)	$0.00 $0.00	
Restricted Delivery Fee (Endorsement Required)	$0.00 $0.00	
Total Postage & Fees	$0.49 $ $6.74	09/02/2015

Sent To

Street & Apt. No., or PO Box No. 120 N RAILROAD AVE.

City, State, ZIP+4 PARACHUTE, CO, 81635

PS Form 3800, July 2014 See Reverse for Instructions

7014 2870 0002 0785 2553

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OFFICIAL USE

PARACHUTE, CO 81635

Postage	$ $3.45	0543 07
Certified Fee	$2.80	Postmark Here
Return Receipt Fee (Endorsement Required)	$0.00 $0.00	
Restricted Delivery Fee (Endorsement Required)	$0.00 $0.00	
Total Postage & Fees	$0.49 $ $6.74	09/02/2015

Sent To

Street & Apt. No., or PO Box No. 312 E. 1st ST.

City, State, ZIP+4 PARACHUTE, CO, 81635

PS Form 3800, July 2014 See Reverse for Instructions

7014 2870 0002 0785 3031

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PARACHUTE, CO 81635

Postage	$ $3.45	0543 07
Certified Fee	$2.80	Postmark Here
Return Receipt Fee (Endorsement Required)	$0.00 $0.00	
Restricted Delivery Fee (Endorsement Required)	$0.00 $0.00	
Total Postage & Fees	$0.49 $	

SEP 2 2015 USPS RIFLE, CO

Sent To $6.74 09/02/2015

Street & Apt. No., or PO Box No. 201 E. 1st ST.

City, State, ZIP+4 PARACHUTE, CO, 81635

PS Form 3800, July 2014 See Reverse for Instructions

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OFFICIAL USE

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Certified Fee		Postmark Here
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	$	

SEP 2 2015 USPS RIFLE, CO

Sent To

Street & Apt. No., or PO Box No. 248 E. 1st

City, State, ZIP+4 PARACHUTE, CO, 81635

PS Form 3800, July 2014 See Reverse for Instructions

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OFFICIAL USE

PARACHUTE, CO 81635

Postage	$ $3.45	0543 07
Certified Fee	$2.80	Postmark Here
Return Receipt Fee (Endorsement Required)	$0.00 $0.00	
Restricted Delivery Fee (Endorsement Required)	$0.00 $0.00	
Total Postage & Fees	$0.49 $	

SEP 2 2015 USPS RIFLE, CO

Sent To $6.74 09/02/2015

Street & Apt. No., or PO Box No. 257 E. 1st ST.

City, State, ZIP+4 PARACHUTE, CO, 81635

PS Form 3800, July 2014 See Reverse for Instructions

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PARACHUTE, CO 81635

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Certified Fee	$2.80	Postmark Here
Return Receipt Fee (Endorsement Required)	$0.00 $0.00	
Restricted Delivery Fee (Endorsement Required)	$0.00 $0.00	
Total Postage & Fees	$0.49 $	

SEP 2 2015 USPS RIFLE, CO

Sent To $6.74 09/02/2015

Street & Apt. No., or PO Box No. 243 1st ST.

City, State, ZIP+4 PARACHUTE, CO, 81635

PS Form 3800, July 2014 See Reverse for Instructions

7014 2870 0002 0784 5012

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PARACHUTE, CO 81635

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Certified Fee	$2.80	Postmark Here
Return Receipt Fee (Endorsement Required)	$0.00 $0.00	
Restricted Delivery Fee (Endorsement Required)	$0.00 $0.00	
Total Postage & Fees	$0.49 $	

SEP 2 2015 USPS RIFLE, CO

Sent To $6.74 09/02/2015

Street & Apt. No., or PO Box No. 121 N. RAILROAD AVE

City, State, ZIP+4 PARACHUTE, CO, 81635

PS Form 3800, July 2014 See Reverse for Instructions

7014 2870 0002 0785 2539

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OFFICIAL USE

CANON CITY, CO 81212

Postage	$ $3.45	0543 07
Certified Fee	$2.80	Postmark Here
Return Receipt Fee (Endorsement Required)	$0.00 $0.00	
Restricted Delivery Fee (Endorsement Required)	$0.00 $0.00	
Total Postage & Fees	$0.49 $	

SEP 2 2015 USPS RIFLE, CO

Sent To $6.74 09/02/2015

Street & Apt. No., or PO Box No. 220 1st ST.

City, State, ZIP+4 PARACHUTE, CO, 81635

PS Form 3800, July 2014 See Reverse for Instructions

Ad Name: 11482853A
Customer: Town of Parachute
Your account number is: 1003196

PROOF OF PUBLICATION

THE RIFLE CITIZEN TELEGRAM

STATE OF COLORADO, COUNTY OF GARFIELD

I, Michael Bennett, do solemnly swear that I am Publisher of ***The Rifle Citizen Telegram,*** that the same weekly newspaper printed, in whole or in part and published in the County of Garfield, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Garfield for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of **1** consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated **8/28/2015** and that the last publication of said notice was dated **9/3/2015** the issue of said newspaper.

In witness whereof, I have here unto set my hand this **09/11/2015**.

Michael Bennett, Publisher

Publisher Subscribed and sworn to before me, a notary public in and for the County of Garfield, State of Colorado this **09/11/2015**.

Pamela J. Schultz, Notary Public
My Commission expires:
November 1, 2015

NOTARY PUBLIC
PAMELA J. SCHULTZ
STATE OF COLORADO

My Commission Expires 11/01/2015

PUBLIC NOTICE

NOTICE OF HEARING

Pursuant to Section 6.11.090.D of the Town of Parachute, Colorado

NOTICE IS HEREBY GIVEN that an application has been made to the Local Licensing Authority of the Town of Parachute, Colorado, for a Retail Marijuana Store which permits the sale of retail marijuana products on the premise.

APPLICANT: Parachute Green Joint, LLC

TRADE NAME: The Green Joint

ADDRESS OF APPLICANT: 1030 Grand Avenue Glenwood Springs, CO 81601

ADDRESS OF PROPOSED LICENSED PREMISES: 315East First Street Parachute, Colorado 81635

DATE OF APPLICATION: August 11, 2015

PUBLIC NOTICE IS HEREBY GIVEN that a Public Hearing will be held on this application **Thursday, September 17, 2015 at 6:30 p.m.** in the Board Room in the Parachute Town Hall, 222 Grand Valley Way, Parachute, CO 81635.

All interested persons may appear at said hearing.

BY ORDER OF THE LOCAL LICENSING AUTHORITY

TOWN OF PARACHUTE
BOARD OF TRUSTEES

P.O. BOX 100
PARACHUTE, CO. 81635-0100
(970) 285-7630

TOWN OF PARACHUTE, COLORADO

Stuart S. McArthur, Town Manager

Published in the Post Independent August 28, 2015
Published in the Citizen Telegram September 3, 2015. (11482853)

PUBLIC NOTICE

NOTICE OF HEARING

Pursuant to Section 6.11.090.D of the Town of Parachute, Colorado

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DATE OF APPLICATION: August 11, 2015

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All interested persons may appear at said hearing.

BY ORDER OF THE LOCAL LICENSING AUTHORITY

TOWN OF PARACHUTE
BOARD OF TRUSTEES

P.O. BOX 100
PARACHUTE, CO. 81635-0100
(970) 285-7630

TOWN OF PARACHUTE, COLORADO

Stuart S. McArthur, Town Manager

Published in the Post Independent August 28, 2015
Published in the Citizen Telegram September 3, 2015. (11482853)

Dear Board of Trustees for the Town of Parachute:

I am writing this letter to express my interest in filling the vacant position on the Board of Trustees. I would like to thank you, in advance, for your time and consideration. Please allow me to take a moment and tell you a little about myself.

I have been a resident of Parachute since 2012 when my wife (Sherry) and I moved here from Georgia. I was offered a position as lead faculty for Colorado Mountain College under the emergency medical services (EMS) program; Sherry and I moved out here to this beautiful town to start our adventure and very quickly fell in love with Parachute and the Rocky Mountains. From the beginning, Sherry and I have both felt like this is our home. Shortly after my arrival here in Colorado, I took a part-time position as a firefighter-paramedic with Grand Valley Fire Protection District; in addition to teaching EMS programs, I have been a firefighter-paramedic for 18 years now. Starting in October of 2014 I accepted a full-time position with Grand Valley fire and became an adjunct faculty for CMC. In addition to my 18 years of experience in public service, I also have a bachelor's degree in Public Administration through Upper Iowa University. I feel that I would be a good candidate for the Board of Trustees because of my passion for public service, my love for this town, and my willingness to be a part of the team.

Once again I want to thank you for your time and consideration. I have included my resume for your review and should you wish to contact me, please feel free to call or email whichever is more convenient.

Respectfully,

Chris Jackson

SEP 01 2015 15:08

DONALD C JACKSON

525 Wild Rose Lane • Parachute, CO, 81635 • (970) 985-5356 • jacksdn2@aol.com

FIREFIGHTER/PARAMEDIC & EMS INSTRUCTOR

18 year's experience in Fire Science and Emergency Medical Services, 10 year's experience in EMS/Fire instruction

- Eight year's experience with EMS and Fire initial and continuing education.
- Credentials include current Certifications: Primary CO Instructor, CPR, ACLS, PEPP, PALS, ATT, Haz-mat, Fire Instructor I.
- Passion for quality Fire and EMS service, education and student/school success. Skills and knowledge areas include:
  - Quality customer service
  - Fire Science
  - Hazardous Materials
  - EMT
  - EMT-I
  - Paramedic
  - Continuous Quality Improvement
  - Budget creation and management
  - Inventory management
  - Student Records Management
  - At-Risk & Special Needs Students
  - Formal & Informal Learner Assessment
  - Classroom Management & Discipline
  - Student / Teacher Communications
  - Ability to follow or create Lesson Plans
  -
  - Student Engagement
  - Technology Integration
  - Test Preparation/tutoring
  - SOEMS Documentation

Work Experience

Firefighter/Paramedic, Grand Valley Fire Protection District, Parachute CO. 2012 – Present

Full-time Firefighter/ Paramedic responsible for ALS response as well as fire-rescue services to the citizens of Battlement Mesa and Parachute. As an instructor I have assisted with inter-department medical and fire training for recertification.

Key Contributions & Outcomes

- Providing quality customer service to the citizens in emergency and non-emergency situations
- Providing continuing education for various EMS and Fire related subjects.

Faculty, Colorado Mountain College, Glenwood Springs CO. 2012 – Present

Full-Time faculty for Roaring Fork Valley and Rifle campuses. Primary instructor for various initial and continuing education courses related to Fire and EMS.

Key Contributions & Educational Outcomes

- Consistently praised for dedication, reliability, organization and effectiveness as an instructor.
- Building up the EMS program by creating community partnerships and offering needed courses.
- Teaching and managing various courses on four campuses.
- Creation and management of EMS budget.
- Managing human resources related to EMS program (instructors, lab assistance, staff)

EMS Instructor, Medix College, Smyrna Ga., 2006-2008, and 2010-2011;

Adjunct Instructor with current Paramedic program. Effectively co-teaching 24 students in the 2010-2011 morning paramedic program. Also assist with various EMT-I programs in the morning, afternoon, and evening sessions.

Key Contributions & Educational Outcomes:

- Consistently praised for dedication, reliability, organization and effectiveness as an instructor.
- Assisting with the CoAEMSP Accreditation process including, lesson plans, and the self-study process.
- Implemented the DataArc survey program and the FISDAP clinical scheduling website.

Firefighter/Paramedic and Paramedic Instructor, Smyrna Fire Rescue, Smyrna Ga. 2007-2011

Certified Firefighter/ Paramedic responsible for ALS first response as well as fire-rescue services to the citizens of Smyrna. As an instructor I have assisted with inter-department medical and fire training for recertification.

Key Contributions & Educational Outcomes:

- Co-teaching an in-house multi-department paramedic program with 21 students.
- As an instructor, I have assisted with inter-department medical and fire training for recertification.
- Created State approved lesson plans for various subjects related to recertification as EMT-I and Paramedic.

Paramedic Instructor, Chattahoochee Technical College, Marietta Ga. 2008-2010

Course Coordinator for the 2008-2009 paramedic class. Primary instructor for the morning class. 16 of 18 students successfully passed NREMT exams and are now practicing paramedics.

Key Contributions & Educational Outcomes:

- Provided the majority of class instruction throughout the program.
- Assisted with clinical coordinator in observing and teaching at various clinical sites.
- Created State approved lesson plan and course approval for the program.

Firefighter/Paramedic, Dekalb County Fire Rescue, Dekalb Ga. 2004-2006

Certified Firefighter/ Paramedic responsible for ALS first response as well as fire-rescue services to the citizens of Dekalb County. As an instructor I have assisted with inter-department medical and fire training for recertification.

Firefighter/Paramedic and Driver Engineer/Paramedic , Fort Lauderdale Fire Rescue, Fort Lauderdale Fl. 1999 - 2004

Certified Firefighter/ Paramedic responsible for ALS first response as well as fire-rescue services to the citizens of Fort Lauderdale.

Education & Credentials

BS in Public Administration University of Upper Iowa IA. 2014

AA in Liberal Arts, University of Upper Iowa, Fayette, IA. 2010

NPQ Firefighter I, II

NPQ Fire Officer I

NPQ Hazardous Materials Technician

Primary Instructor, State of Colorado 2012 - Present

Level III instructor, State Of Georgia, 2008 - 2012

Level II instructor, State of Georgia, 2006 - 2008

ACLS Instructor 2000-2004 Florida

2007-Present Georgia/ Colorado

CPR Instructor 2000-2004 Florida

2006-present Georgia/ Colorado

ITLS Instructor 2006-2010

PHTLS Instructor 2007-2011

ATT Instructor 2010-present

EPC Instructor 2008-2012

PALS Instructor 2006-present

GEMS Instructor 2008-present

Fire Instructor I 2010-present

AUG 18 2015 08:43

August 13, 2015

To whom it may concern:

I hereby submit my letter of interest for the interim position on the town council. I am a resident of the town of Parachute, and a former council member. I feel this would be a good way for me to serve my community, even if it is only for a limited time period.

Thank you for your consideration,

Travis Sproles

Town of Parachute

222 Grand Valley Way Parachute, Colorado 81635
Phone: 970-285-7630 Fax: 970-285-0292
S. Denise Chiaretta, CMC
depden@parachutecolorado.com

September 2, 2015

John Martin, Chair Board of County Commissioners
108 8th Street, Suite 101
Glenwood Springs, Colorado 81601

Mr. Martin,

I am resigning as the Town of Parachutes' representative on the Garfield County Weed Board.

I have enjoyed my two years on the Board and learned a lot.

I feel that someone else could be more involved with the Weed Board than I can be at this time.

Sincerely,

S Denise Chiaretta

S. Denise Chiaretta, CMC

xc: file

cc Stuart McArthur

John Hickenlooper, Governor
State of Colorado
200 E. Colfax Ave., # 136
Denver, Colorado 80203

September 30, 2015

Dear Governor Hickenlooper,

We are writing to you in regards to your recently announced trails initiative, 16 by 16. As the governmental leaders of our respective communities in western Garfield County, we want to make certain that you are aware of the LoVa Trail. This regional effort was conceived in 1999 by a group of concerned citizens, which eventually became the non-profit, Lower Valley Trails Group (LoVa), with the vision of creating a 47-mile non-motorized trail through the Colorado River Valley, connecting the communities of Glenwood Springs, New Castle, Silt, Rifle, and Parachute, all in western Garfield County. LoVa worked with all of tour communites and developed the LoVa Trail Master Plan, which was completed in 2003. All of our communities have adopted this plan. This plan may be viewed at http://www.lovatrails.org/master_plan.html. LoVa has been facilitating efforts to build the LoVa Trail County-wide.

The trails group in Mesa County has done a remarkable job of constructing bike trails from Grand Junction to Fruita and points west, and has plans to one day go east to meet up with the LoVa Trail at the Mesa-Garfield line.

In addition to being the most needed regional trail in this area, the LoVa Trail is part of a much larger dream. It is a key component to a bike trail system, running east to west, paralleling I-70 through the entire state from Kansas to Utah. And, without the LoVa Trail, the dream of a having a safe route to ride a multi-day bike trek from Denver to Grand Junction is impossible without this trail's completion.

There are wonderful bike trails in this area: to the east of Glenwood Springs lies the Glenwood Canyon Trail, which connects to the trail systems in Eagle and Summit Counties; to the south of Glenwood Springs is the 42-mile Rio Grande Trail, which connects Glenwood to Carbondale, Basalt, and Aspen; south and west of Carbondale, the Crystal River Trail has begun with the hope of one day linking all the way to Crested Butte. However, the hoped-for bike trail to the west of Glenwood Springs, the LoVa Trail, along the Colorado River through beautiful western Garfield County, is the missing link.

Though each community has planned and constructed trails within their corporate limits, there are no bike trail connections linking these neighboring towns. And of particular note, since there is not a trail or even another roadway through South Canyon for 5 miles west of Glenwood Springs, the only way to ride a bike from Glenwood Springs to New Castle is on the windy, high-speed, and dangerous Interstate 70. Then, it is another 4 miles to New Castle, 7 miles between New Castle and Silt, 7 miles between Silt and Rifle, about 15 miles between Rifle and Parachute, and another 13 miles west of Parachute to the Mesa County line. Because this may

be difficult to envision, we are hopeful that you and/or your staff would come for a site visit and let us show you this area so that you may better understand our plans.

It is important to note that the Roaring Fork Transportation Authority (RFTA) recently completed a Regional Bike-Ped Access to Transit Plan. In its Stakeholder Engagement Summary of findings, the highest priority identified in Town Work Sessions was "Trail Connections." And, "100% of the cities and towns on the I-70 corridor felt the LoVa Trail from Glenwood to Parachute is a priority project."

We are hopeful that this important trail will be one of the identified bike trails to be a part of this worthy initiative. For more information, please feel free to contact any of us, or contact the LoVa's Executive Director, Larry Dragon, who can be reached at 970-379-9889 or ldragon@lovatrails.org.

Thank you for your consideration.

Respectfully submitted by,

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John Martin, Chair, Garfield County Board of County Commissioners

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Mike Gamba, Mayor, City of Glenwood Springs

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Bob Gordon, Mayor, Town of New Castle

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Richard Aluise, Mayor, Town of Silt

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Randy Winkler, Mayor, City of Rifle

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Roy B. McClung, Mayor, Town of Parachute