

GRAND JUNCTION CANNABIS LICENSING AUTHORITY

MINUTES

November 17, 2022

I. Call to Order

The meeting was called to order at 8:00 a.m. Those present were Hearing Officer Stephanie Rubinstein, City Attorney John Shaver, Staff Attorney DeLayne Merritt, Principal Planner Nicole Galehouse, Cannabis Compliance Officer Travis Wright, and Deputy City Clerk Janet Harrell.

Hearing Officer Rubinstein reviewed the hearing process and confirmed that representatives were present for the first two items.

II. New License Applications – Findings and Decisions

1. Verts-Chill, LLC, 533 Bogart Lane, Unit D, Grand Junction, CO 81505, Retail

Appearing

Daniel Roland (remotely)

Ashley Close (remotely)

Alex Close (remotely)

Steve Close (remotely)

Joe Feucht (remotely)

Gary Franklin

Hearing Officer Rubinstein noted she reviewed the Findings Report and the applicant's response submitted November 14, 2022, marked as Exhibit 1.

In response to concerns regarding possession of the premises, Mr. Roland stated there are other tenants on the proposed licensed premises looking to move. Verts-Chill, LLC has a lease with the landowner but is providing some flexibility with the current tenants until Verts-Chill is awarded a license in the randomized selection process.

Mr. Franklin stated he owns the building and the current business at that premises. If Verts-Chill is awarded a license, he will find a new location for the current business. In response to questions from City Attorney Shaver, Mr. Franklin stated the applicant has not paid any rent to date.

Mr. Roland stated that Mr. Franklin is a shareholder in the LLC. If the applicant is

awarded a license, the specific terms of rent will be negotiated.

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

Staff Attorney Merritt stated that the applicant did not meet the requirement of possession and control of the premises at the time of the application and feels the application is incomplete.

Hearing Officer Rubinstein advised the applicant that she was taking the matter under advisement and closed the public hearing.

2. Kind Junction Mesa, LLC dba Kind Castle Organic Cannabis Superstore, 2651 Highway 50, Grand Junction, CO 81503, Retail

Appearing

Member John Dyet

Hearing Officer Rubinstein noted she reviewed the Findings Report and the applicant's response, marked as Exhibit 1.

Principal Planner Nicole Galehouse testified that the proposed monument sign's base is too high to be considered a monument sign and should be lower to the ground. Another concern is the cross logo, which is not allowed by the Code.

Staff Attorney Merritt requested that product weighing, handling, and packaging be contiguous with the Limited Access Area. The other concern is that the applicant has not demonstrated legal possession of the premises at the time of application. There is also a matter regarding an outstanding default judgment.

City Attorney Shaver concurred with Ms. Merritt that there are contingencies that would not be evidence that the applicant had possession of the premises at the time of application.

Mr. Dyet stated he would comply with the sign's height; however, he disagreed that the "D" in the logo contained a medical-style cross, which can be changed. Regarding possession of the premises, possession is not contingent on approvals. He stated he was unaware of the judgment.

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

Joshua Lammers testified that he owns the building and that the applicant pays in full every month, has keys, and has full access to the property. There is no other tenant on the premises.

Hearing Officer Rubinstein stated that the default judgment deficiency in the Findings Report has been resolved. She directed the applicant to make all necessary adjustments to the sign to come into compliance. She approved the lease conditionally upon her further review. If something else is needed, the applicant will be informed in writing.

3. Blackjack GJ, LLC dba Blackjack Cannabis, 2497 Power Road, Unit 10, Grand Junction, CO 81507, Retail

Hearing Officer Rubinstein received a request for continuance which she granted. The hearing has been rescheduled to December 5, 2022, at 9:00 a.m.

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

Matt Wiginton from Tallgrass Energy, a neighboring business, spoke in opposition to the application.

4. 2257 Colex, LLC dba Colorado Cannabis, 227 Lynwood Street, Grand Junction, CO 81503 – Retail and Medical

Hearing Officer Rubinstein noted that it was 8:52 a.m. and that this was the second time the applicant had not been present when called upon. She denied the application.

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

III. Other Business

There was none.

IV. Adjournment

The meeting adjourned at 8:53 a.m.



TO: Cannabis Licensing Authority
CC: Greg Caton, City Manager
CC: Amy Phillips, City Clerk
CC: Travis Wright, Grand Junction Police Department
DATE: November 14, 2022
RE: Cannabis Business License Application for Verts-Chill, LLC

Regarding the Application of Verts-Chill LLC, a proposed Retail Cannabis Business at 533 Bogart Lane, Unit D, Grand Junction, CO 81505, please see below and attached for a comprehensive response to the Review & Findings Report dated November 7, 2022.

Regulated Marijuana License Application

Finding: Landlord statement signed by Gary W. Franklin; the property is owned jointly by Dora Holmes and Gary Franklin.

Response: Please see Attachment A: Amended Landlord Statement, which includes the signature of Dora Holmes.

Proposed Operating Plan

Finding: Application indicates inclusion of building signage, but no plan was provided showing location or sample signage. Please confirm if any freestanding signs are contemplated.

Response: No freestanding signs are contemplated at this time. Please see Attachment B: Amended Signage Plan and Rendering.

Insurance Binder, Quote or ACORD

Finding: Insurance Quote provided expires 30 days from issuance. The quote was obtained on June 3, 2022. Updated insurance information must be provided.

Response: Please see Attachment C: Updated Insurance Quote - Worker's Compensation.

EXHIBIT 1

Proof of Ownership or Legal Right to Proposed Premises

Finding 1: Lease provides a term of five (5) years, with the first Lease Year commencing within 90 days of the City of Grand Junction's Randomized Selection Process for Cannabis Business Licensing. The lease is contingent on a retail cannabis business license being issued.

Finding 2: Lease references a "current tenant" that is different than the Applicant.

Finding 3: Lease is signed by Alexander Close on behalf of Verts-Chill, LLC with no statement of authority provided.

Response: Please see Attachment D: Revised Lease, which addresses each of the three findings above.

Property Authorization

Finding: The owners of the property are Dora Holmes and Gary Franklin, jointly. Only one Property Authorization was submitted for Gary Franklin.

Response: Please see Attachment E: Property Authorization for Dora Holmes.

Business Entity Documents

Finding 1: Alexander Close failed to disclose he was the registered agent for six other businesses.

Response: This was an unintentional oversight. Applicant misunderstood this request on the application and believed it was only requesting information on business or professional license *discipline* history. Applicant regrets the error. Please see Attachment F: City of Grand Junction License Data History Supplemental Sheet for Alexander Close.

Finding 2: Alexander Close failed to disclose one professional license (real estate) from Ohio.

Response: This was an unintentional oversight. Applicant misunderstood this request on the application and thought it was only requesting information on license *discipline* history. Applicant regrets the error. Please see Attachment F: City of Grand Junction License Data History Supplemental Sheet for Alexander Close.

Finding 3: Stephen Close did not disclose an arrest for Soliciting for Prostitution or provide a Court disposition.

Response: This was an unintentional oversight. Furthermore, this arrest occurred about 28 years ago and was simply forgotten about when submitting this application. Applicant is in no way attempting to withhold information that is requested by the local licensing authority. Applicant regrets the error. Please see Attachment G: City of Grand Junction Criminal History Supplemental Sheet for Stephen Close and court record for Case No. 1994 CR B 018868.

Finding 4: Stephen Close failed to disclose an arrest for two counts of felonious assault or provide a court disposition.

Response: This was an unintentional oversight. This matter occurred about 25 years ago and the charges were dismissed. Applicant regrets the error. Applicant is in no way attempting to withhold information that is requested by the local licensing authority. Please see Attachment G: City of Grand Junction Criminal History Supplemental Sheet for Stephen Close and court record for Case No. 1997 CR A 033881.

Finding 5: Stephen Close failed to disclose two misdemeanor animal control charges or provide court dispositions.

Response: This was an unintentional oversight. Applicant did not realize this was a criminal matter since the Office of Animal Control was the agency involved. Applicant regrets the error. Applicant is in no way attempting to withhold information that is requested by the local licensing authority. Please see Attachment G: City of Grand Junction Criminal History Supplemental Sheet for Stephen Close and court records for Case No. 2009 ER B 074051 and Case No. 2009 ER B 074699.

Finding 6: Stephen Close failed to disclose a professional license (attorney) from Ohio.

Response: This was an unintentional oversight. Applicant misunderstood the application and thought it was only required to list license *discipline* history. Furthermore, Applicant never actually practiced law, despite attending law school and receiving a law license in Ohio. Applicant's law license has been inactive since 2008 and Applicant has no intention of reactivating his Ohio law license. Applicant regrets the error. Please see Attachment H: City of Grand Junction License Data History Supplemental Sheet for Stephen Close.

Finding 7: Stephen Close failed to disclose he was the Senior Vice President of a company.

Response: Applicant retired from this position in October 2019. Failure to list this fact was an unintentional oversight. Applicant misunderstood the application and thought it was only required to list license *discipline* history and not all executive positions ever held with any business. Applicant regrets the error. Please see Attachment H: City of Grand Junction License Data History Supplemental Sheet for Stephen Close.

Finding 8: Stephen Close failed to disclose a federal I.R.S. tax lien.

Response: This was an unintentional oversight. Applicant did not realize that the IRS lien constituted an “administrative, civil or criminal finding of delinquency.” Furthermore, the lien began as an oversight issue and Applicant is still working on resolving the issue with the IRS. Applicant regrets the error. Please see Attachment I: City of Grand Junction License Discipline History Supplemental Sheet for Stephen Close and detailed explanation from Applicant’s CPA, penalty notice and transcript, and additional documentation.

Finding 9: Daniel Rowland failed to disclose a misdemeanor theft charge or provide a court disposition.

Response: This was an unintentional oversight. The incident took place 24 years ago and the case was dismissed. The applicant simply forgot about the incident entirely. The applicant regrets the error and is in no way attempting to withhold information requested by the local licensing authority. Please see Attachment J: City of Grand Junction Criminal History Supplemental Sheet for Daniel Rowland and court record for Case No. 1998 M 002991.

Finding 10: Daniel Rowland failed to disclose he was the registered agent for one other business.

Response: Applicant included information in the application clearly showing Daniel Rowland is the 100 percent owner of Cordillera Advisory Management, Inc., but failed to list it on the City’s background check supplemental form. Applicant regrets this unintentional error. Please see Attachment K: City of Grand Junction License Data History Supplemental Sheet for Daniel Rowland.

Finding 11: Joseph Feucht failed to disclose he was the debtor in three small claims judgments.

Response: Applicant regrets this oversight and is working to research these matters from the applicable court agencies provided in the finding. It appears these judgments occurred approximately 20 years ago and the Applicant has no recollection of the basis for these matters. The omission from the application regarding these matters was entirely unintentional.

The applicant deeply regrets the unintentional oversights found within its original application and in no way intended to withhold information from the local licensing authority. Moreover, the applicant has provided herein responses and documentation that it believes satisfactorily addresses each of the Findings. The applicant is grateful for the opportunity to provide this response packet and is happy to answer any additional questions to demonstrate compliance with the requirements of GJMC Titles 3, 5, 21, and 27 for a Regulated Cannabis Business.

Attachment A: Amended Landlord Statement, which includes the signature of Dora Holmes.

Business Name: Verts-Chill LLC

Physical Address of Business: 533 Bogart Lane, Unit D, Grand Junction, CO 81505

As owner of the real property described above, I hereby state that the following systems can or will be modified to meet the requirements of the Grand Junction Municipal Code and Colorado Marijuana Enforcement Division Rules:

- Electrical systems if necessary
- HVAC system to meet the Applicant's Air Quality Plan in accordance with the GJMC
- Fire suppression system if necessary
- Burglar alarm system
- Surveillance system to meet the Applicant's Security Plan in accordance with the GJMC

Signature of Property Owner

Date

Gary W Franklin

06/04/2022

Gary Franklin

Dora Holmes

11/08/2022

Dora Holmes

Attachment B: Amended Signage Plan and Rendering

• *Proposed Signage Plan:*

Verts-Chill LLC (Verts) intends to utilize the existing signage infrastructure on the front of the building. The only modification will be to change the wording on the existing sign to the Verts-Chill name, keeping the sign within the requirements of GJMC 21.06.070.

Verts will only employ signage on its own licensed premises, directly above the front door entryway to the store. The signage will be clean and simple and will not depict cannabis consumption. The signage fits within the requirements of GJMC 21.06.070(h)(3)(v).

As the existing sign is not being altered, other than a change of lettering and graphics, updating the current sign does not require a permit, per GJMC 21.06.070(g)(1)(ii). Please see the following page for a current view of the sign and a rendering of the proposed, updated sign.

Should the business decide to make further modifications or updates to the signage in the future, we will comply with the City's standard sign permitting process.

Additionally, Verts will post all interior and exterior compliant signage required by the city, the state, and other government agencies: restricted access areas, limited access areas, hours of operation, state and local cannabis licenses displayed, state and local sales tax licenses, owner and employee information, any OSHA required signage, local hospital information for emergencies, diagrams, all warning statements required by the City and the State, whether doors are unlocked or not during business hours, among others.

Rendering: Proposed Signage



Attachment C: Updated Insurance Quote - Worker's Compensation.



Date: Nov 10, 2022
To: Anna Jordan, 1st American Insurance Agency
From: Steve Brown, Steve.Brown@westpacins.com, (303) 904-3777

Named Insured: Verts Chill LLC
Policy Term: 11/14/2022 - 11/14/2023
Insurance Carrier: Kinsale Insurance Company, Non-Admitted
Coverage: General Liability
Limits of Liability/Deductible: See Carrier Quote

Premium:	General Liability	\$3,322.00
Fully Earned Fees:	Broker Fee	\$300.00
	Carrier Policy Fee	\$200.00
TRIA:	INCLUDED	
Taxes:		\$114.66
Total:		\$3,936.66
Agency Commission:	12%	

Endorsements/Exclusions: See Carrier Quote Terms/Conditions: See Carrier Quote

Standard Contingencies/Subjectivities

Please review what you may have already submitted or are missing:

☒ See quote for carrier requirement(s).

Disclaimer

This quote is issued based upon the carrier's agreement to quote and is issued without any liability whatsoever as a carrier. This quote may be withdrawn by the insurer at any time prior to binding. Please review carrier quote carefully as this quotation may not comply with the specifications submitted for consideration. Should there be a discrepancy with the premium and fees, the carrier's quote will supersede the figures above.

The cost of insurance coverage provided herein includes a fee of \$300.00 payable to a wholesale intermediary in addition to the premium charge. Premium payment is due within fifteen (15) days of invoice date unless otherwise stipulated. Additional fees may apply on endorsements and audits, up to 5%. ref: 0611134

Kinsale Insurance Company

A.M. Best Company Rating: A (Excellent)
Financial Size Category: X

QUOTE

RE: Verts Chill LLC
1898 S Jasmine St
Denver, CO 80224

Submission #:03249387
Quote Letter #:12241594
Quote Date:11/10/2022

Company: Kinsale Insurance Company

Policy Term: 11/14/2022 - 11/14/2023

Coverage Form: Commercial General Liability - Products/Completed
Operations Excluded - Occurrence

Retro Date: n/a

Description Of Operations: Cannabis Retail Dispensary

We are pleased to offer the following quote. This quote is valid until 11/14/2022 unless extended and agreed to in writing by us. Please read carefully as the terms and conditions of coverage may differ from those requested. **THIS IS NOT A BINDER OF INSURANCE.**

Limits:

Each Occurrence Limit	\$1,000,000
Damages to Premises Rented to You Limit	\$100,000
Medical Expense Limit	Excluded
Personal & Advertising Injury Limit	Excluded
General Aggregate Limit	\$2,000,000
Products / Completed Operations Aggregate Limit	Excluded

Additional Coverages:

Active Assailant Coverage	\$100k/\$50k/\$25k/\$0 Ded.
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Deductible:

Per Claim	\$1,000
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** Deductibles apply to all coverages, damages, and expenses.

Sublimits:

Snow or Ice	\$25K / \$25K
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Basis of Premium

Class Description	Exposure Base	Exposure Units	Rate
Cannabis Dispensary - Premises Only	per \$1,000 Gross Sales	2,000,000	1.5860

Locations

1. 533 Bogart Lane, Unit D, Grand Junction, CO 81505

Active Assailant Coverage	\$150
Estimated Policy Premium (Minimum premium applies)	\$3,322
Company Fees	\$200

See 1st page for total taxes and fees

Minimum Earned Premium At Binding	25.00%
Minimum Deposit Premium	100.00%

Company Fees are fully earned.

Premium is 100.00% minimum and deposit.

Minimum Premium applies.

Taxes, fees and surcharges are the responsibility of the broker.

Policy Subject to Annual Audit.

Contingencies:

This Quote is subject to our receipt and acceptance of the following items:

1) Subject to the receipt of updated Acord applications at time of binding.

Comments:

If you choose not to purchase Active Assailant coverage, you must notify the underwriter at binding.

****PLEASE NOTE: form CAS4042 ("Amended Limits of Insurance - Snow or Ice - Supplementary Payments Within Sublimits") can be removed with receipt of confirmation the insured has a written contract in place with a snow plowing/removal contractor providing the insured with a COI of GL coverage to include A/I status and hold harmless agreements in place in favor of the insured.****

Exclusions and Endorsements:

CAS1000-0521 - Commercial General Liability Declarations

ADF9013-0419 - Notice - Where To Report A Claim

ADF4001-0110 - Schedule of Forms

ADF0001-0221 - Active Assailant Coverage Endorsement

CG0001-0413 - Commercial General Liability Coverage Form

ADF2000-0622 - Policy Amendment - Extrinsic Evidence

CAS2004-0110 - Deductible Endorsement

CAS2007-0222 - Common Conditions - Casualty

CAS2042-0418 - Limitation of Coverage A and Coverage C to Designated Location(s) or Project(s) or Event(s)

CG2139-1093 - Contractual Liability Limitation

ADF4002-1120 - Basis of Premium

CAS4018-1121 - Additional Policy Provisions - Premium

CAS4029-0721 - Amendment - Conditions - Premium Audit

CAS4042-0119 - Amended Limits of Insurance - Snow or Ice - Supplementary Payments Within Sublimits

ADF3003-0922 - Exclusion - Absolute Pollution and Pollution Related Liability

ADF3010-0110 - Exclusion- Nuclear, Biological or Chemical Materials

ADF3011-0115 - Exclusion of Other Acts of Terrorism Committed Outside the United States; Exclusion of Punitive Damages Related to a Certified Act of Terrorism; Cap on Losses from Certified Acts of Terrorism
CAN3004-0218 - Exclusion - Impairment
CAS3009-0110 - Exclusion-Medical Payments
CAS3010-0110 - Exclusion-Personal and Advertising Injury
CAS3011-0220 - Exclusion - New Entities (Commercial General Liability)
CAS3017-0110 - Exclusion- Absolute Auto, Aircraft and Watercraft
CAS3019-0320 - Exclusion - Liquor Liability
CAS3039-0921 - Exclusion - Health Hazard
CAS3040-0222 - Amended Exclusion - Employer's Liability
CAS3043-0621 - Additional Policy Exclusions
CAS3060-1120 - Exclusion - Injury to Independent Contractors
CAS3086-1121 - Exclusion - Water Related Bodily Injury and Property Damage
CAS3098-1120 - Exclusion - Named Insured vs. Named Insured
CAS3105-0321 - Absolute Exclusion - Motorized Vehicles
CAS3108-0420 - Amended Exclusion - Recording and Distribution of Material or Information- General Liability
CAS3113-0615 - Limitations for Special Events
CAS3124-0616 - Exclusion - Violation of Statutes That Govern E-Mails, Fax, Phone Calls or Other Methods of Sending Material or Information
CAS3140-0320 - Exclusion - Pathogen and Related Hazards
CAS3187-0921 - Absolute Exclusion - All Construction And Land Preparation
CAS3201-0322 - Exclusion - Assault, Battery, Abuse, Or Molestation
CG2104-1185 - Exclusion- Products/Completed Operations Hazard
CAS5016-0420 - Additional Insured As Required By Written Contract - Mortgagee, Assignee, or Receiver
CAS5017-0420 - Additional Insured As Required By Written Contract - Managers or Lessors of Premises
CAS5018-0420 - Additional Insured- State or Governmental Agency or Subdivision or Political Subdivision Permits - Blanket
ADF9010-0321 - Notice of Terrorism Insurance Coverage
IL0021-0908 - Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL0985-1220 - Disclosure Pursuant to Terrorism Risk Insurance Act
ADF9004-0110 - Signature Endorsement
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

This quote is subject to the specified conditions and may be withdrawn at any time prior to acceptance and in no event will it remain open beyond the quote expiration date unless extended by us in writing. Changes in classifications, operations, exposure or risk specific information require notification to us and may result in changes to this quote. Coverage may not be bound without written confirmation from us.
Once bound, coverage may not be cancelled flat and the minimum earned premium will apply.

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended (“the Act”), the Company must make available insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. This Policy includes such coverage for damages arising out of certified acts of terrorism and is limited by the terms, conditions, exclusions, limits, other provisions of the coverage quote or renewal application/questionnaire to which this offer is attached and by the Policy, any endorsements to the Policy and generally applicable rules of law.

The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM FOR WHICH THIS POLICY PROVIDES COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THE FORMULA, BEGINNING ON JANUARY 1, 2020, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE.

NO PREMIUM IS CHARGED FOR THIS COVERAGE NOR IS ANY CHARGE MADE FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS’ LIABILITY FOR LOSSES, RESULTING FROM CERTIFIED “ACTS OF TERRORISM” WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

COVERAGE FOR “INSURED LOSSES” AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN “ACTS OF TERRORISM”.

Attachment D: Revised Lease

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of this Sixth day of June 2022 (the "Effective Date"), by and between Gary Franklin and Dora Holmes of Colorado, (the "Landlord"), and Verts-Chill LLC a Colorado limited liability company (the "Tenant"). Landlord and Tenant are sometimes collectively referred to as the "Parties" and individually referred to as a "Party."

NOW, THEREFORE, in consideration of their mutual promises set forth in this Lease, the Parties agree as follows:

1. **Lease of the Premises.** For and in consideration of the covenants and agreements to be paid, kept and performed by the Tenant under this Lease, the Landlord hereby leases to Tenant, and Tenant hereby leases and takes from Landlord, all that certain real property (the "Premises") located at 533 Bogart Lane, Unit D, Grand Junction, Colorado, 81505.
2. **Term of the Lease.** The Premises shall be leased by Tenant for a term of five (5) years (the "Term"). The first "Lease Year" of the Term shall commence on the Effective Date.
 - a. **Rent.** Terms of the Rent shall be negotiated and agreed to upon Verts-Chill LLC being selected in the City of Grand Junction's Randomized Selection Process for Cannabis Business Licensing.
3. **Use of the Premises.** Premises are leased to Tenant for the following purposes: All activities and operations related to the dispensing of retail marijuana and related products as described in and in strict compliance with Sections 14 and 16 of Article XVIII of the Colorado Constitution, the Colorado Marijuana Code, §§ 44-10-101, et seq., C.R.S., as the same may be supplemented or amended from time to time, together with the regulations promulgated thereunder, and all applicable local laws and regulations thereto promulgated by the applicable governmental authority.
4. **Taxes and Assessments.** The Landlord shall pay and discharge all taxes, assessments and other charges of every description which may be levied, assessed, or imposed during the Term upon or against the Premises, or any improvements or other property on the Premises, by the City of Grand Junction and the State of Colorado including any additional taxes, assessments or other charges of every description levied or assessed based on the valuation of the Premises or any improvements or other property on the Premises.
5. **Construction, Maintenance and Repairs.**
 - a. **Maintenance.** Landlord shall be responsible to maintain the Premises, which includes maintaining the Premises in good condition and repair until the City of Grand Junction's Randomized Selection Process for Cannabis Business Licensing.

- b. Construction of Dispensary. Tenant intends to construct a marijuana dispensary pursuant to the laws, regulations, ordinances and guidelines of Grand Junction and the Colorado Marijuana Enforcement Division (the "Project"). Landlord agrees that Tenant may cause the Project to be constructed and developed. Tenant shall not permit any development or construction on the Premises except as contemplated by the Project or as otherwise specifically approved in writing by Landlord. During the Term, the Project and all other improvements on the Premises paid for by Tenant shall be owned by Tenant. Upon the expiration or earlier termination of this Lease, only the structural and permanent fixtures of the Project shall become the property of Landlord; all other improvements, including removable furniture, fixtures and equipment shall remain the property of Tenant.
- c. Maintenance and Repairs of Improvements. At all times during the Term, Tenant shall, at its sole cost and expense, repair and maintain (or cause to be repaired and maintained) any and all improvements (including Capital Improvements) located on the Premises, or which service the Premises, in a good and maintain-like manner.

6. **Insurance.**

- a. Insurance by Tenant. Throughout the Term, Tenant shall, at its sole cost and expense, obtain and keep in full force and effect, workers' compensation and, to the extent obtainable, public liability insurance to protect against any liability for personal injury or property damage to the public, incident to Tenant's use of or resulting from any accident occurring on or about the Premises. The liability under such insurance policies is to be not less than One Million Dollars (\$1,000,000.00) for any one person injured and One Million Dollars (\$1,000,000.00) for property damage.
- b. Insurance by Landlord. Throughout the Term, Landlord shall, at its sole cost and expense, obtain and keep in full force and effect on the Premises, commercial general liability insurance as well as fire insurance covering the Premises. Upon Tenant's written request, Landlord shall provide Tenant with written certificates of such insurance.

7. **Dispute Resolution.**

- a. Arbitration. Any dispute, claim or controversy arising out of or relating to this Lease or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Lease to arbitrate, shall be determined by arbitration and shall be resolved by arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association in effect at the time such arbitration is initiated. A list of arbitrators shall be presented to the Landlord and to Tenant from which one will be chosen using the applicable American Arbitration Association's rules. The decision of the arbitrator

shall be final and binding upon all Parties without any rights of appeal. The prevailing Party shall be awarded all reasonable attorney fees, filing fees, expert fees, and related administrative costs for the arbitration. Administrative and other costs of enforcing an arbitration award, including fees and costs to obtain a Court judgment for the award, the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorney's fees, expert fees, and similar fees and costs related to collecting an arbitrator's award, will be added to the prevailing Party's award of damages.

- b. Waiver of Jury Trial. Each Party hereby waives any right to a trial by jury in any action seeking to enforce any provision of this Lease, for damages for any breach under this Lease, or otherwise for enforcement of any right or remedy hereunder.
- c. Release and Indemnification. Tenant shall not be liable for, and Landlord hereby releases Tenant from, any damage or injury to Landlord's employees or agents or any other person, or to any property on the Premises, unless the damage is the proximate result of the gross negligence or willful misconduct of Tenant or Tenant's employees or agents. Landlord agrees to indemnify, defend, and hold harmless Tenant from any liability, costs (including reasonable attorney's fees), or claims for personal injuries or property damage caused by the negligent, willful, or intentional act or omission to act of Landlord.

8. **Damage or Destruction.** In the event the Premises shall be destroyed or rendered untenable, either wholly or in part, by fire or other casualty, Landlord may, at its option, restore the Premises to as near their previous condition as is reasonably possible. Unless Landlord, within sixty (60) days after the happening of any such casualty, shall notify Tenant of its election to so restore, this Lease shall thereupon terminate and end, provided, if in Landlord's estimation the Premises cannot be restored within one hundred twenty (120) days following such destruction, Landlord shall notify Tenant and Tenant may terminate this Lease (regardless of Landlord's intent to restore) by delivery of notice to Landlord within thirty (30) days of Landlord's notice. In the event Landlord restores the Premises, Landlord shall maintain its equity interest in Verts-Chill LLC. In the event Tenant elects to terminate the Lease pursuant to this Section 8, Landlord shall forfeit his equity in the Company.

9. **Condemnation.**

- a. General. If any part of the Premises shall be taken or condemned for a public or quasi-public use and a part of the Premises remains which is susceptible of occupation by Tenant, this Lease, as to the part so taken, terminates as of the date title shall vest in the condemnor. If such part of the Premises is taken or condemned so that there does not remain a portion susceptible of occupation or which can be used profitably by Tenant, in the sole and absolute discretion of Tenant, Tenant may terminate the Lease.

- b. Award. Landlord and Tenant may each pursue any condemnation award to which it is entitled by applicable law. Tenant may recover from the condemning authority or from Landlord (if Tenant can show that such amount was included in Landlord's award) that portion of any net award or payment attributable to Tenant's work, if any, including without limitation, the unamortized value of improvements installed in the Premises by Tenant at Tenant's expense based on straight-line depreciation over the Term without regard to the condemnation.

10. **Representations and Warranties of Landlord.** Landlord warrants and represents the following to Tenant, as a material inducement to enter into this Lease, and agrees that Tenant may rely on such warranties and representations, without the necessity of any independent review or inspection of any kind:

- a. that Landlord is the Owner in fee of the Premises, and has the right to enter into this Lease;
- b. that there are no mechanic's liens, judgment liens, tax liens or other such liens or encumbrances existing or threatened against the Premises.

11. **Notices.**

- a. Any and all notices shall be given by either of the Parties to the other Party in writing by delivery of such notice to such Party personally, by certified or registered mail addressed to the Party at the Party's respective post office address, with return receipt requested, or by electronic mail. For the purpose of such notice, the respective addressees of the Parties are as follows:

- i. **LANDLORD**

- Gary Franklin & Dora Holmes
2612 Partridge Court, Grand Junction, CO 81506
e: gwfconsulting@gmail.com

- ii. **TENANT**

- Verts-Chill LLC
attn: Alexander Close
1898 S. Jasmine St, Denver CO 80224
e: alexander.m.close@gmail.com

- b. Such changes as may occur in said address are to be made by the Party concerned notifying the other Party in writing of such change either personally, by certified or registered mail, or by electronic mail. In the case of notices given by mail, notice shall be deemed to have been received forty-eight (48) hours after the date of deposit in the United States mail.

12. **Termination.** If Landlord determines to sell the Premises, Landlord shall give Tenant written notice of such intention, but in any case no later than ninety (90) days prior

to the closing of such a sale. This Lease, or another lease of the same Term negotiated by the Tenant and the purchaser, shall be assumed by the purchaser. Landlord hereby agrees to provide any and all documentation reasonably requested by Tenant to verify that an agreement for sale of the Premises has been entered into or that an escrow for such purpose has been opened.

13. **Option to Renew.** Tenant shall have the option to renew this Lease, on the same terms and conditions as set forth in this Lease, for an additional Ten (10) years, upon the giving of written notice by Tenant to Landlord not less than ninety (90) days before the expiration of the original Term.
14. **Right of First Refusal to Expand.** Provided that Tenant is not in default of any of its obligations under this Lease, whenever, during the Term, additional units or additional space at 533 Bogart Lane, Grand Junction, Colorado, 81505 becomes available for rent, Landlord shall give Tenant written notice of the availability of the space (the "Expansion Space"). Tenant shall have thirty (30) days to exercise this right of first refusal to expand into the Expansion Space. Upon exercise of the right of first refusal set forth in this Section 14, the Expansion Space shall become part of the Premises and Landlord and Tenant shall sign an addendum to this Lease setting forth the adjusted size of the Premises and the new Rent, if any, to be applied to the Expansion Space.
15. **No Waiver.** No waiver of any breach of any of the covenants, agreements, restrictions and conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or other covenants agreements, restrictions or conditions. It is mutually covenanted and agreed that the various rights, powers, options, elections and remedies of the Landlord contained in this Lease shall be construed as cumulative, and no one of them is exclusive of the other or exclusive of any rights or priorities now or hereafter allowed to the Landlord by law.
16. **Time is of the Essence.** Time is declared to be of the essence of this Lease and of each and every stipulation, covenant and condition to be paid, kept and performed by Landlord and Tenant under this Lease.
17. **Binding Effect.** This Lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Parties.
18. **Recordation.** Tenant may, at any time after the Effective Date, record a memorandum of this Lease but shall, upon termination of the Lease, at the request of Landlord, execute and deliver to Landlord any instruments as are reasonably necessary to clear the title to the Premises from any cloud of this Lease.
19. **Future Acts.** Each Party agrees to cooperate in the performance of this Lease and to execute and deliver any and all documents and perform any and all acts necessary or convenient to carry out its purpose and intent.

20. **No Partnership.** Nothing contained in this Lease shall create a partnership, joint venture, or employment relationship between Landlord and Tenant. Neither Landlord nor Tenant shall be liable, except as otherwise expressly provided for in this Lease, for any obligations or liabilities incurred by the other.
21. **Assignment.** Landlord shall not assign any of its rights under this Lease without the prior written consent of Tenant. Any assignment made in violation of this Section 23 shall be void.
22. **Counterparts.** This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this Lease. Further, this Lease may be executed by scanned copy, telecopy or other facsimile transmission, and such facsimile transmission shall be valid and binding to the same extent as if it were an original. In witness whereof, the Parties have executed this Lease on the date first written above.
23. **Statement of Authority.** Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf they are signing to each and every term of this Agreement.

TENANT:

Verts-Chill LLC
A Colorado Limited Liability Company



Alexander Close, Managing Member

Daniel W. Rowland

Daniel Rowland, Member

Steve Close


Stephen Close, Member

Joseph Feucht

Joseph Feucht, Member

LANDLORD:

Gary Franklin and Dora Holmes
Owners of Premises



Gary Franklin



Dora Holmes

Attachment E: Property Authorization for Dora Holmes



REGULATED CANNABIS BUSINESS LICENSE
AUTHORIZATION TO USE PROPERTY FOR A CANNABIS BUSINESS

Business Name (dba) Verts-Chill LLC
Physical Address of Business: 533 Bogart Lane, Unit D, Grand Junction, CO 81505

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

- Retail Marijuana Store, Medical Marijuana Store, Co-Located Medical and Retail Marijuana Store, Retail Marijuana Testing Facility, Medical Marijuana Testing Facility, Co-Located Medical and Retail Marijuana Testing Facility

I understand the lessee must operate the business on the property (addressed above) under the provisions of the Grand Junction Municipal Code/Cannabis Licensing Code. I further understand sufficient measures and means of preventing the escape or emission of any gas, vapors, odors, smoke, dust, heat, or glare from exiting the business must always be provided.

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

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

Signature of Property Owner

11/11/22
Date

Dora Holmes
Printed Name of Property Owner

Property Owner Company Name (if applicable)

STATE OF Colorado)
COUNTY OF Mesa)ss.

The foregoing instrument was acknowledged before me this 11th day of November, 2022, by Dora Holmes

My commission expires: 2/15/23 Notary Public: [Signature]



Attachment F:
City of Grand Junction License Data History Supplemental Sheet for Alexander Close

City of Grand Junction License Data History Supplemental Sheet

Dates	Type of License	City	County	State	Name of Business
__/10 to __/Current (mm/yy) (mm/yy)	Registered Agent			OH	Close to Home Realty, LLC

Dates	Type of License	City	County	State	Name of Business
__/14 to __/16 (mm/yy) (mm/yy)	Registered Agent			OH	Unger Delivery, LLC

Dates	Type of License	City	County	State	Name of Business
__/19 to __/Current (mm/yy) (mm/yy)	Registered Agent			MO	Astro Farms, LLC

Dates	Type of License	City	County	State	Name of Business
__/18 to __/Current (mm/yy) (mm/yy)	Registered Agent			OH	Local Prep Company, LLC

Dates	Type of License	City	County	State	Name of Business
__/12 to __/14 (mm/yy) (mm/yy)	Registered Agent				No Trash Left Behind, LLC

Dates	Type of License	City	County	State	Name of Business
__/21 to __/22 (mm/yy) (mm/yy)	Registered Agent			OH	BSCCFVN, LLC

Dates	Type of License	City	County	State	Name of Business
__/11 to __/Current (mm/yy) (mm/yy)	Real Estate Salesperson			OH	

Dates	Type of License	City	County	State	Name of Business
__/_ to __/_ (mm/yy) (mm/yy)					

Dates	Type of License	City	County	State	Name of Business
__/_ to __/_ (mm/yy) (mm/yy)					

Dates	Type of License	City	County	State	Name of Business
__/_ to __/_ (mm/yy) (mm/yy)					

Dates	Type of License	City	County	State	Name of Business
__/_ to __/_ (mm/yy) (mm/yy)					

Attachment G:

City of Grand Junction Criminal History Supplemental Sheet for Stephen Close

Court record for Case No. 1994 CR B 018868

Court record for Case No. 1997 CR A 033881

Court record for Case No. 2009 ER B 074051

Court record for Case No. 2009 ER B 074699



City of Grand Junction Criminal History Supplemental Sheet

Date	Charge	City	County	State	Disposition/Outcome
8/11/1994	Soliciting for Prostitution	Columbus	Franklin	OH	Closed - Case heard by judge - guilty plea
Details: See attached.					

Date	Charge	City	County	State	Disposition/Outcome
12/20/1997	Felonious Assault	Columbus	Franklin	OH	Closed - Dismissed
Details: See attached.					

Date	Charge	City	County	State	Disposition/Outcome
8/28/2009	Dog confinement	Columbus	Franklin	OH	Closed - Paid Waiver
Details: My dog, Turbo, got loose. Had to pick him up at the pound a pay a fine. See attached for more information.					

Date	Charge	City	County	State	Disposition/Outcome
10/14/2009	Dog confinement	Columbus	Franklin	OH	Closed - Case heard by judge
Details: My dog, Turbo, got loose again. Had to pick him up at the pound a pay a fine. See attached for more information.					

Date	Charge	City	County	State	Disposition/Outcome
Details:					

Franklin County Municipal Court Clerk Case Information - PDF

CITY OF COLUMBUS

Plaintiff

Vs

CLOSE, STEPHEN P

Defendant

Case No. 1994 CR B 018868

Status: CLOSED

Filed: 08/12/1994

Defendant Information

Full Name	CLOSE, STEPHEN P	D.O.B.	██████████
Address	████████████████████		
City	COLUMBUS	State/Zip	OH/43221
Gender	M	Race	WHITE
Height	6'0"	Weight	200
Hair	BROWN	Eyes	HAZEL

Additional Details

Ticket Number	169486	Offense Date	08/11/1994
Vehicle State Code		Plate Number	
Officer Code	PENNINGTON, ANNE	License Taken	
Accident	NO	Insurance Proof Shown	

Parties

1 Name	CLOSE, STEPHEN P	Type	DEFENDANT
Address	████████████████████		
City	COLUMBUS	State/Zip	OH/43221

Charges

1 Action Code	2307.08	Degree of Offense	M1
Description	SOLICITING		
Action Code Points	0	Disposition Code	10/11/19
Disposition Code	GUILTY	Date	94
Plea Code	GUILTY	Plea Date	
Fine	250	Costs Amount	30
Costs Included			
Sent. Traffic Points	0	Insur. Proof Shown	

Disposition

Status	Status Date	Disposition Code	Disposition Date
CLOSED	08/12/1994	CASE HEARD BY JUDGE	10/11/1994

Docket

Date	Text	Amount	Balance
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10/11/1994 **Franklin County - Conversion**
SCHEDULED CONTINUED ENFORCEMENT AR4C 4C 10/18/94 9:00

09/01/1994 **Franklin County - Conversion**
SCHEDULED ARRAIGNMENT AR4C 4C 10/11/94 9:00

08/18/1994 **Franklin County - Conversion**
SCHEDULED ARRAIGNMENT AR4C 4C 9/01/94 9:00

08/15/1994 **Franklin County - Conversion**
SCHEDULED ARRAIGNMENT AR4C 4C 8/18/94 9:00

08/12/1994 **Franklin County - Conversion**
SCHEDULED ARRAIGNMENT AR4C 4C 8/15/94 9:00

08/12/1994 **Franklin County - Conversion**
\$520 CASH

08/12/1994 **Franklin County - Conversion**
SCHEDULED ARRAIGNMENT AR4D 4D 8/12/94 9:00

Franklin County Municipal Court Clerk Case Information - PDF

STATE OF OHIO

Plaintiff

Vs

CLOSE, STEPHEN P

Defendant

Case No. 1997 CR A 033881

Status: CLOSED

Filed: 12/20/1997

Defendant Information

Full Name	CLOSE, STEPHEN P	D.O.B.	██████████
Address	████████████████████		
City	COLUMBUS	State/Zip	OH/43220
Gender	M	Race	WHITE
Height	6'0"	Weight	200
Hair	BROWN	Eyes	HAZEL
Additional Details			
Ticket Number	409485	Offense Date	12/20/1997
Vehicle State Code		Plate Number	
Officer Code	HIGGINS, MICHAEL	License Taken	
Accident	NO	Insurance Proof Shown	

Parties

1 Name	CLOSE, STEPHEN P	Type	DEFENDANT
Address	████████████████████		
City	COLUMBUS	State/Zip	OH/43220

Charges

1 Action Code	2903.11	Degree of Offense	F1
Description	FELONIOUS ASSAULT		
Action Code Points	0	Disposition	01/06/1998
Disposition Code	DISMISSED	Date	998
2 Action Code	2903.11	Degree of Offense	F1
Description	FELONIOUS ASSAULT		
Action Code Points	0	Disposition	01/06/1998
Disposition Code	DISMISSED	Date	998

Disposition

<u>Status</u>	<u>Status Date</u>	<u>Disposition Code</u>	<u>Disposition Date</u>
CLOSED	12/20/1997	DISMISSAL	01/06/1998

Docket

<u>Date</u>	<u>Text</u>	<u>Amount</u>	<u>Balance</u>
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01/05/1998 **Franklin County - Conversion**
SCHEDULED PRELIMINARY HEARING AR4C 4C 1/06/98 10:00

12/26/1997 **Franklin County - Conversion**
SCHEDULED ARRAIGNMENT AR4C 4C 1/06/98 10:00

12/22/1997 **Franklin County - Conversion**
3541AB CASE

12/22/1997 **Franklin County - Conversion**
SCHEDULED ARRAIGNMENT AR4C 4C 1/02/98 9:00

12/20/1997 **Franklin County - Conversion**
-1 F1, -2 F1 NO BOND

12/20/1997 **Franklin County - Conversion**
SCHEDULED ARRAIGNMENT AR4D 4D 12/22/97 9:00

Franklin County Municipal Court Clerk Case Information - PDF

STATE OF OHIO

Plaintiff

Vs

CLOSE, STEPHEN P

Defendant

Case No. 2009 ER B 074051

Status: CLOSED

Filed: 09/15/2009

Defendant Information

Full Name	CLOSE, STEPHEN P	D.O.B.	██████████
Address	████████████████████		
City	COLUMBUS	State/Zip	OH/43221
Gender	M	Race	WHITE
Height	6'0"	Weight	200
Hair		Eyes	
Additional Details			
Ticket Number	60001710	Offense Date	08/28/2009
Vehicle State Code		Plate Number	
Primary Str.	3111 FISHINGER	Secondary Str.	
Officer Code	POESCHEL, J	License Taken	NO
Accident	NO	Insurance Proof Shown	YES

Parties

1 Name	CLOSE, STEPHEN P	Type	DEFENDANT
Address	████████████████████		
City	COLUMBUS	State/Zip	OH/43221
2 Name	POESCHEL, J	Type	OFFICER COMPLAINANT
Officer Agency	FRANKLIN COUNTY ANIMAL CONTROL		
Address	INACTIVE		

Charges

1 Action Code	955.22(C)	Degree of Offense	M
Description	DOG CONFINEMENT		
Action Code Points	0	Additional Information	
Disposition Code	PAID	Disposition Date	10/14/2009
	WAIVER	Date	09
Plea Code	GUILTY	Plea Date	10/14/2009
Decision Code	GUILTY	Decision Date	10/14/2009
Sent. Traffic Points	0	Insur. Proof Shown	YES
Req. Driver Ed.	NO	Driving School	

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Disposition

<u>Status</u>	<u>Status Date</u>	<u>Disposition Code</u>	<u>Disposition Date</u>
CLOSED	09/15/2009	PAID - WAIVER	10/14/2009

Financial Summary

<u>Docket Application</u>	<u>Amount Owed</u>	<u>Amount Paid</u>	<u>Amount Dismissed</u>	<u>Balance</u>
COST	\$118.00	\$118.00	\$0.00	\$0.00
FINE	\$25.00	\$25.00	\$0.00	\$0.00
TOTAL:	\$143.00	\$143.00	\$0.00	\$0.00

Receipts

<u>Number</u>	<u>Cash Book</u>	<u>Received From</u>	<u>Status</u>	<u>Date</u>	<u>Total Amount</u>
9443711	TRAFFIC/CRIMINAL	CLOSE, STEPHEN P - MAIL	FINAL	10/14/2009	\$143.00

Events

<u>Event</u>	<u>Date</u>	<u>Start</u>	<u>End</u>	<u>Judge</u>	<u>Ct.Rm.</u>	<u>Result</u>
ARRAIGNMENT SCHEDULED - ARCRIM	10/06/2009	09:00	11:55	AREN,	15A	PAID
	9	AM	AM	ENVIRONMENTAL		

Docket

<u>Date</u>	<u>Text</u>	<u>Amount</u>	<u>Balance</u>
10/14/2009	PAID BEFORE/AFTER ARRAIGNMENT		
10/14/2009	PAYMENT RECEIVED BY FAX RECIEVED ON: AMOUNT AUTHORIZED: PAYMENT RECEIVED BY FAX DATE: 10 08 09 AMOUNT AUTHORIZED: \$143		
10/07/2009	FAIL TO APPEAR Case disposed with disposition of FAIL TO APPEAR on 10/07/2009.		
10/06/2009	PAST ARRAIGNMENT DATE PROCESSING FEE AND MISDEMEANOR PROCESSING COST Past Arraignment date processing fees Receipt: 9443711 Date: 10/14/2009	\$25.00	\$0.00
09/25/2009	SUMMONS SERVED		
09/16/2009	IMAGE OF TICKET/COMPLAINT IMAGE OF COMPLAINT		
09/16/2009	SUMMONS ISSUED BY CERTIFIED MAIL WITH A COPY OF THE COMPLAINT NOTICE Sent on: 09/16/2009 10:18:23 Receipt: 9443711 Date: 10/14/2009	\$16.00	\$0.00

09/15/2009	FINE WAIVER \$25	\$25.00	\$0.00
	Charge #1: DOG CONFINEMENT Receipt: 9443711 Date: 10/14/2009		
09/15/2009	IMAGE OF TICKET/COMPLAINT		
09/15/2009	ARRAIGNMENT SCHEDULED - ARCRIM	\$77.00	\$0.00
	ARRAIGNMENT SCHEDULED		
	Event: ARRAIGNMENT SCHEDULED		
	Date: 10/06/2009 Time: 9:00 am		
	Judge: AREN, ENVIRONMENTAL Location: 15C LOCATED ON THE 15TH FLOOR		
	Receipt: 9443711 Date: 10/14/2009		

Franklin County Municipal Court Clerk Case Information - PDF

STATE OF OHIO

Plaintiff

Vs

CLOSE, STEPHEN P

Defendant

Case No. 2009 ER B 074699

Status: CLOSED

Filed: 10/27/2009

Defendant Information

Full Name	CLOSE, STEPHEN P	D.O.B.	██████████
Address	████████████████████		
City	COLUMBUS	State/Zip	OH/43221
Gender	M	Race	WHITE
Height	6'1"	Weight	215
Hair	BROWN	Eyes	HAZEL

Additional Details

Ticket Number	60003190	Offense Date	10/14/2009
Vehicle State Code		Plate Number	
Primary Str.	FISHINGER	Secondary Str.	RIVERVIEW
Officer Code	CALLISON, JOSEPH	License Taken	NO
Accident	NO	Insurance Proof Shown	YES

Parties

1 Name	CLOSE, STEPHEN P	Type	DEFENDANT
Address	████████████████████		
City	COLUMBUS	State/Zip	OH/43221
2 Name	CALLISON, JOSEPH	Type	OFFICER COMPLAINANT
Officer Agency	FRANKLIN COUNTY ANIMAL CONTROL		
Address	FCAC @#35		
City		State/Zip	OH/

Charges

1 Action Code	955.22(C)	Degree of Offense	M4
Description	DOG CONFINEMENT		
Action Code Points	0		
Disposition Code	GUILTY	Disposition Date	11/17/2009
Plea Code	GUILTY	Plea Date	11/17/2009
Decision Code	GUILTY	Decision Date	11/17/2009
Sent. Traffic Points	0	Insur. Proof Shown	YES

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Disposition

<u>Status</u>	<u>Status Date</u>	<u>Disposition Code</u>	<u>Disposition Date</u>
CLOSED	10/27/2009	CASE HEARD BY JUDGE	11/17/2009

Financial Summary

<u>Docket Application</u>	<u>Amount Owed</u>	<u>Amount Paid</u>	<u>Amount Dismissed</u>	<u>Balance</u>
COST	\$98.00	\$93.00	\$5.00	\$0.00
TOTAL:	\$98.00	\$93.00	\$5.00	\$0.00

Receipts

<u>Number</u>	<u>Cash Book</u>	<u>Received From</u>	<u>Status</u>	<u>Date</u>	<u>Total Amount</u>
9460194	TRAFFIC/CRIMINAL	STEPHEN P CLOSE	FINAL	11/17/2009	\$93.00

Events

<u>Event</u>	<u>Date</u>	<u>Start</u>	<u>End</u>	<u>Judge</u>	<u>Ct.Rm.</u>	<u>Result</u>
ARRAIGNMENT SCHEDULED - ARCRIM	11/17/2009	09:00 AM	11:55 AM	AREN, ENVIRONMENTAL	15A	

Docket

<u>Date</u>	<u>Text</u>	<u>Amount</u>	<u>Balance</u>
11/17/2009	SUMMONS SERVED		
11/17/2009	FINES & COST PAID IN FULL PAID IN FULL		
11/17/2009	MISC DOCKET ENTRY CHECK #1756 IN THE AMOUNT OF \$77.00 RETURNED TO STEVEN P CLOSE AT COUNTER		
11/17/2009	DEFENDANT TO PAY FINE/ COSTS/ OR BF FORTHWITH		
11/17/2009	SENTENCING		

Sentence: Fine: , Susp:
Costs: , Susp: , Incl: Y
Jail Start: , days: , Jail End:
susp days: , susp time:
Points: 0, Lic susp: , Dr Ed: N
Susp start: , days: , Susp end:
Clearance Date:
Mod: , narr: , Lic flag:
Dr sch: N, DUI sch: N, Rest:
Prob type: , start: , days: , End:
Charge #1: DOG CONFINEMENT

11/17/2009

CASE HEARD BY JUDGE

Case disposed with disposition of CASE HEARD BY JUDGE on 11/17/2009.

11/16/2009

MAIL LOGGED FOR PAYMENT:

PAYMENT TYPE & REF #: CK #1756
POST MARK DATE: 11/09/09
AMOUNT: \$77.00
CT DATE:11/17/09

11/03/2009

IMAGE OF TICKET/COMPLAINT

IMAGE OF COMPLAINT

11/03/2009

**SUMMONS ISSUED BY CERTIFIED MAIL WITH A COPY OF
THE COMPLAINT** \$16.00 \$0.00

SUMMONS CERT MAIL

Sent on: 11/03/2009 11:23:23 Receipt: 9460194 Date: 11/17/2009

11/02/2009

IMAGE OF TICKET/COMPLAINT

11/02/2009

ARRAIGNMENT SCHEDULED - ARCRIM \$82.00 \$0.00

ARRAIGNMENT SCHEDULED

Event: ARRAIGNMENT SCHEDULED

Date: 11/17/2009 Time: 9:00 am

Judge: AREN, ENVIRONMENTAL Location: 15C LOCATED ON THE 15TH FLOOR

Receipt: 9460194 Date: 11/17/2009

Attachment H:
City of Grand Junction License Data History Supplemental Sheet for Stephen Close



City of Grand Junction License Data History Supplemental Sheet

Dates	Type of License	City	County	State	Name of Business
__/78 to __/19 (mm/yy) (mm/yy)	Senior Vice President	Plainview	Nassau	NY	Coinmach Corporation

Dates	Type of License	City	County	State	Name of Business
__/80 to __/12 (mm/yy) (mm/yy)	Attorney			OH	

Dates	Type of License	City	County	State	Name of Business
__/22 to __/Current (mm/yy) (mm/yy)	Marijuana Business Owner	Golden	Jefferson	CO	Golden Alternative Medicine, LLC

Dates	Type of License	City	County	State	Name of Business
__/_ to __/_ (mm/yy) (mm/yy)					

Dates	Type of License	City	County	State	Name of Business
__/_ to __/_ (mm/yy) (mm/yy)					

Dates	Type of License	City	County	State	Name of Business
__/_ to __/_ (mm/yy) (mm/yy)					

Dates	Type of License	City	County	State	Name of Business
__/_ to __/_ (mm/yy) (mm/yy)					

Dates	Type of License	City	County	State	Name of Business
__/_ to __/_ (mm/yy) (mm/yy)					

Dates	Type of License	City	County	State	Name of Business
__/_ to __/_ (mm/yy) (mm/yy)					

Dates	Type of License	City	County	State	Name of Business
__/_ to __/_ (mm/yy) (mm/yy)					

Dates	Type of License	City	County	State	Name of Business
__/_ to __/_ (mm/yy) (mm/yy)					

Attachment I:

City of Grand Junction License Discipline History Supplemental Sheet for Stephen Close and detailed explanation, penalty notice and transcript, and additional documentation.



City of Grand Junction License Discipline History Supplemental Sheet

Date	Type of License	City	County	State	Reason for Denial/Suspension/Revocation
9/28/2015	Federal I.R.S. tax lien				2014 tax return was not received
Details: As a result, the IRS assessed penalties and interest totaling more than \$25,000. Have made attempts to get the penalty reduced; tax court decision pending. Please see attached detailed explanation, penalty notice and transcript, and additional documentation.					

Date	Type of License	City	County	State	Reason for Denial/Suspension/Revocation
Details:					

Date	Type of License	City	County	State	Reason for Denial/Suspension/Revocation
Details:					

Date	Type of License	City	County	State	Reason for Denial/Suspension/Revocation
Details:					

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

Reeb & Applegate CPAs, LLC

November 8, 2022

Grand Junction Cannabis Review Board,

In 2014 Mr. Steven P Close had identity theft and because of this the electronic filing of his 2014 tax return was rejected. The tax return was then printed; Mr. Close signed the return for paper filing and gave the return to his assistant to mail. However, it was later brought to Mr. Close's attention that his 2014 return was never received. As a result, the IRS assessed penalties and interest totaling more than \$25,000 (attached penalty notice and transcript). Our firm made a couple attempts to get the penalty reduced on behalf of Mr. Close due to excessive penalties since the IRS not receiving the return was not willful neglect and the tax payment was made on time. The IRS agent agreed our analysis but unfortunately he could not override the system for such a large amount (attached letter denying request). The agent suggested going through the tax court. Mr. Close hired Attorney Bob Onda who filed the paperwork for tax court and to my knowledge is still waiting for the court date. In the meantime, the IRS has seized state and federal tax refunds and the penalties assessed have been paid in full (attached letters of .

Respectfully,



Mary L Applegate, CPA
6680 Busch Blvd.
Columbus, OH 43229
Phone: (614) 496-2251



Department of the Treasury
Internal Revenue Service
P.O. Box 9019
Holtsville, NY 11742-9019

369942.738743.133035.9659 1 AB 0.403.956
|||

STEPHEN CLOSE
[REDACTED]
COLUMBUS OH 43221-4909

369942

Notice CP14
Tax Year 2014
Notice date March 13, 2017
Social Security number [REDACTED]
To contact us 1-800-829-8374
Your Caller ID [REDACTED]
Page 1 of 6 89H

You have a balance due for 2014
Amount due: \$25,280.59

Our records show you have unpaid taxes and/or penalties and interest on your December 31, 2014 Form 1040.

If you already have an installment or payment agreement in place for this tax year, then continue with that agreement.

Billing Summary

Tax you owed	\$143,031.00
Payments and credits	-144,480.00
Failure-to-file penalty	20,488.75
Failure to pay proper estimated tax penalty	1,449.00
Failure-to-pay penalty	2,458.65
Interest charges	2,333.19
Amount due by April 3, 2017	\$25,280.59

Continued on back...



STEPHEN CLOSE
3817 RIVERVIEW DR
COLUMBUS OH 43221-4909

Notice CP14
Notice date March 13, 2017
Social Security number [REDACTED]



Payment

- Make your check or money order payable to the United States Treasury.
- Write your Social Security number (274-52-1780), the tax year (2014), and the form number (1040) on your payment and any correspondence.

Amount due by April 3, 2017

\$25,280.59

INTERNAL REVENUE SERVICE
CINCINNATI, OH 45999-0149



274521780 VC CLOS 30 0 201412 670 00002528059



Exhibit A
Docket No. 14140-17S

This Product Contains Sensitive Taxpayer Data

Account Transcript

Request Date: 08-10-2017
Response Date: 08-10-2017
Tracking Number: 100345184033

FORM NUMBER: 1040
TAX PERIOD: Dec. 31, 2014-

TAXPAYER IDENTIFICATION NUMBER: [REDACTED]

STEPHEN CLOSE
[REDACTED]

COLUMBUS, OH 43221-4909-123

<<<<POWER OF ATTORNEY/TAX INFORMATION AUTHORIZATION (POA/TIA) ON FILE>>>>

--- ANY MINUS SIGN SHOWN BELOW SIGNIFIES A CREDIT AMOUNT ---

ACCOUNT BALANCE:	25,280.59	
ACCRUED INTEREST:	449.98	AS OF: Aug. 21, 2017
ACCRUED PENALTY:	0.00	AS OF: Aug. 21, 2017

ACCOUNT BALANCE PLUS ACCRUALS
(this is not a payoff amount): 25,730.57

** INFORMATION FROM THE RETURN OR AS ADJUSTED **

EXEMPTIONS:	01
FILING STATUS:	Single
ADJUSTED GROSS INCOME:	526,746.00
TAXABLE INCOME:	486,507.00
TAX PER RETURN:	143,031.00
SE TAXABLE INCOME TAXPAYER:	0.00
SE TAXABLE INCOME SPOUSE:	0.00
TOTAL SELF EMPLOYMENT TAX:	0.00

RETURN DUE DATE OR RETURN RECEIVED DATE (WHICHEVER IS LATER)	Feb. 07, 2017
PROCESSING DATE	Mar. 13, 2017

TRANSACTIONS

CODE	EXPLANATION OF TRANSACTION	CYCLE DATE	AMOUNT
150	Tax return filed	20170805 03-13-2017	\$143,031.00
n/a	89221-036-22502-7		
806	W-2 or 1099 withholding	04-15-2015	-\$56,076.00

460	Extension of time to file tax return ext. Date 10-15-2015	04-14-2015	\$0.00
460	Extension of time to file tax return ext. Date 10-15-2015	04-15-2015	\$0.00
670	Payment	04-15-2015	-\$5,000.00
610	Payment with return	10-17-2015	-\$83,404.00
570	Additional account action pending	03-13-2017	\$0.00
170	Penalty for not pre-paying tax 03-13-2027	20170805 03-13-2017	\$1,449.00
166	Penalty for filing tax return after the due date. 03-13-2027	20170805 03-13-2017	\$20,488.75
276	Penalty for late payment of tax	20170805 03-13-2017	\$2,458.65
196	Interest charged for late payment	20170805 03-13-2017	\$2,333.19
971	Notice issued CP 0014	03-13-2017	\$0.00
290	Disallowed claim 00-00-0000	20171205 04-10-2017	\$0.00
n/a	08254-476-98001-7		
971	Notice issued CP 0055	04-10-2017	\$0.00
960	Appointed representative	03-23-2017	\$0.00
971	Tax period blocked from automated levy program	07-31-2017	\$0.00

This Product Contains Sensitive Taxpayer Data



IRS
FRESNO CA 93888-0025

In reply refer to: 0833895489
Mar. 24, 2017 LTR 853C i0
[REDACTED] 201412 30
00010126
BODC: SB

STEPHEN CLOSE
[REDACTED]
COLUMBUS OH 43221-4909



013830

Taxpayer Identification Number: [REDACTED]
Tax Period: Dec. 31, 2014
Form: 1040
Kind of Penalty(s): Failure to File, Failure to Pay

WE ARE SORRY THAT WE COULD NOT GRANT YOUR REQUEST

In this letter, we will explain why we could not grant your request to remove the penalty charges to your account.

Dear Taxpayer:

WHY WE ARE CONTACTING YOU

Thank you for your inquiry dated Mar. 15, 2017 asking us to remove failure to file and pay penalties.

We have carefully reviewed your case. However, the information provided did not establish reasonable cause. Thus, we are unable to remove your penalties for failure to file and failure to pay.

WHY WE COULD NOT REMOVE YOUR PENALTY CHARGES

You explained that your failure to meet your tax obligations on time was due to reliance on a bookkeeper. However, you are the one who is responsible for filing a return or paying the tax. A failure on the part of someone else does not explain why you could not have taken care of tax matters yourself.

YOUR CURRENT BALANCE

Your total balance due is \$25,369.40. This amount includes penalty and interest figured to Apr. 14, 2017. Please note that we will continue to charge interest until the amount you owe is paid in full.

We've provided a general explanation of the possible penalties and/or interest included in the current balance due on your account. If you would like a specific explanation of how the amounts were computed on your account, please contact us at the toll-free number shown in this letter and we will send you a detailed computation.

KANSAS CITY MO 64999-0025

In reply refer to: 0932281852
Apr. 19, 2018 LTR 853C i3
[REDACTED] 201412 30 1
00022627
BODC: SB

STEPHEN CLOSE
% STEPHEN R REEB
[REDACTED]
COLUMBUS OH 43219-6093

028787

Taxpayer Identification Number: [REDACTED]
Tax Period: Dec. 31, 2014
Form: 1040
Kind of Penalty(s): Failure to File

WE ARE SORRY THAT WE COULD NOT GRANT YOUR REQUEST

In this letter, we will explain why we could not grant your request to remove the penalty charges to your account.

Dear Taxpayer:

WHY WE ARE CONTACTING YOU

Thank you for your inquiry dated Mar. 07, 2018 asking us to remove the penalty for failure to file.

We have carefully reviewed your case. However, the information provided did not establish reasonable cause. Thus, we are unable to remove your penalty for failure to file.

WHY WE COULD NOT REMOVE YOUR PENALTY CHARGES

You explained that your taxes were not timely because of an excessive delay in the mail. This could be a basis for removing your penalty if it was due to circumstances beyond your control. However, you did not describe a problem that prevented you from meeting your tax obligations in a timely manner or would enable us to remove your penalty.

We appreciate the fact that you tried to correct your tax situation and that there was no willful intent on your part. However, a penalty can be removed only because timely action was prevented by circumstances beyond the taxpayer's control. We appreciate the action you took, but it is not a basis for removing your penalty(s).

We are sorry, but we are unable to waive the penalty for underpayment of estimated tax based on the explanation you gave. We can only waive the penalty if you failed to pay because:

- 1) a casualty, disaster, or other unusual circumstance occurred, and



Department of the Treasury
 Internal Revenue Service
 PO BOX 145566
 CINCINNATI OH 45250-5566



Notice	CP92
Notice date	November 13, 2017
Social Security number	[REDACTED]
To contact us	1-800-829-3903
Your Caller ID	

Page 1 of 2

002112.803487.387014.17272 2 MB 0.423 1730



STEPHEN CLOSE
 %STEPHEN R REEB

[REDACTED]
 COLUMBUS OH 43219-6093

002112

Seizure of your state tax refund and notice of your right to a hearing

We applied your state tax refund to your unpaid liabilities

We seized (levied) **\$11,783.00** of your state tax refund and applied it to your unpaid federal taxes.

You have the right to appeal the seizure (levy) we placed on your state income tax refund (Internal Revenue Code Section 6330). If you want to appeal, you must request a Collection Due Process hearing by **December 13, 2017**.

What you need to do immediately

If you agree with the changes
 You don't need to do anything.

Continued on back...



STEPHEN CLOSE
 %STEPHEN R REEB
 4449 EASTON WAY # 2028
 COLUMBUS OH 43219-6093

Notice	CP92
Notice date	November 13, 2017
Social Security number	[REDACTED]



Payment

- Make your check or money order payable to the United States Treasury.
- Write your Social Security number, the tax period(s) and form number(s) on your payment and any correspondence.

Amount due

\$0.18

INTERNAL REVENUE SERVICE
 PO BOX 145566
 CINCINNATI OH 45250-5566

Attachment J:
City of Grand Junction Criminal History Supplemental Sheet for Daniel Rowland
and court record for Case No. 1998 M 002991



City of Grand Junction Criminal History Supplemental Sheet

Date	Charge	City	County	State	Disposition/Outcome
7/29/1998	Misdemeanor theft	Boulder	Boulder	CO	Closed - Dismissed
Details: Wrongly accused after a misunderstanding at work. Case was dismissed. See additional information attached.					

Date	Charge	City	County	State	Disposition/Outcome
Details:					

Date	Charge	City	County	State	Disposition/Outcome
Details:					

Date	Charge	City	County	State	Disposition/Outcome
Details:					

Date	Charge	City	County	State	Disposition/Outcome
Details:					

Status: CLSD County Court, Boulder County
Case #: 1998 M 002991 Div/Room: TM Type: Theft
The People of the State of Colorado vs. ROWLAND, DANIEL WOOD

DV STATUS:
Case File Date: 8/03/1998 Case Close Date: 8/13/1998 Appealed: N
Confidential Intermediary.....:

Bar # Name
Judicial Off...: 010932 KRISTINA B HANSSON
Alt Jud Officer: 012563 LAEL ELISABETH MONTGOMERY
Description Stat Date Time Appear Rm/D
Trial.....: 0:00
Next Schd Event: 0:00
Last Schd Event: Arraignment CONT 9/16/1998 9:00 A
Last Event.....: Order n/a 9/28/1999

Attorney(s)....: N

Agency: Boulder Police Dept Agency Case #:
Ticket/Summons Number(s): 8733 Arrest#:

Warrant.....: Warrant Date: Expired Date:

Party on Warrant:

Change of Venue.: Agency:

Bond(s).....: N

Sentence Date.....: SCRT 8/13/1998
Detention Location.....:
Supervising Agency.....:
Probation Officer.....:

ATTEST: TRUE COPY
DATED 11-10-22
MARIZELA CANO
CLERK OF COMBINED COURT
BOULDER COUNTY, COLORADO
BY Daniel K...
DEPUTY



----- PARTIES -----

PARTY ROL STS NAME ATTORNEY ROL
DEF 1 ROWLAND, DANIEL WOOD
Date of Birth.....: [REDACTED]
Sex.....: Male
Race.....: Caucasian
Home Phone.....: [REDACTED]
Height.....: 511
Weight.....: 180
Hair Color.....: Brown
Eye Color.....: Brown
Home Address.....: [REDACTED]
: BOULDER, CO 80303

PPL 1 THE PEOPLE OF THE STATE OF C
CNT STS STATUTE NUMBER CHARGE DESCRIPTION CLASS
1 (D) 18-4-401(1)(c) THEFT: \$100-\$400 M2
Offense Date: From: 7/29/1998 To: Time: BAC: .000
Arrest Date.....: Time: Ticket #: 8733
Plea.....: Plea of Guilty Date: 8/13/1998
Plea.....: Plea Withdrawn Date: 9/28/1999
Disposition.....: Dism after Successful Completi Date: 9/28/1999

CNT STS STATUTE NUMBER CHARGE DESCRIPTION CLASS

SNT DATE	SENTENCE DESCRIPTION	STATUS
8/13/1998	Sentence by Court	Active
	Judicial Officer.....: KRISTINA B HANSSON	
	Deferred Sent - Unsupervis:	12.00 MONTH(S)
	Victim Compensation Fund...:	\$60.00
	Victims Assistance Fund...:	\$60.00
	Court Costs.....:	\$18.00

UNSUP'D/NO CONTACT/OK TO LEAVE COLO /MAP

FILE DATE	EVENT DESCRIPTION	Event ID: 000001	E-Filed:
8/03/1998	Summons and Complaint Filed		

FILE DATE	SCHEDULED EVENT DESCRIPTION	SCHD DATE	TIME	ROOM	APPEAR
8/03/1998	Arraignment	9/16/1998	09:00 AM	F	

Officer: KRISTINA B HANSSON Length: 1.00 Minute(s)

Status.: CONT-Continued by Parties

8/11/1998	Arraignment	8/13/1998	09:00 AM	F
-----------	-------------	-----------	----------	---

Officer: KRISTINA B HANSSON Length: 1.00 Hour(s)

Status.: HELD-Hearing Held

8/13/1998	Case Closed	Event ID: 000002	E-Filed:
-----------	-------------	------------------	----------

9/24/1999	Motion	Event ID: 000003	E-Filed:
-----------	--------	------------------	----------

TO DISMISS DEFERRED SENTENCE /DLC

9/28/1999	Order	Event ID: 000004	E-Filed:
-----------	-------	------------------	----------

DEF/ ROWLAND, DANIEL WOOD

GRANTED /MAP

End of Case: 1998 M 002991



Attachment K:
City of Grand Junction License Data History Supplemental Sheet for Daniel Rowland



City of Grand Junction License Data History Supplemental Sheet

Dates	Type of License	City	County	State	Name of Business
<div style="display: flex; justify-content: space-between;"> __/__/18 to __/__/Current (mm/yy) (mm/yy) </div>	Registered Agent	Denver	Denver	CO	Cordillera Advisory Management, Inc.

Dates	Type of License	City	County	State	Name of Business
<div style="display: flex; justify-content: space-between;"> __/22 to __/__/Current (mm/yy) (mm/yy) </div>	Marijuana Business Owner	Golden	Jefferson	CO	Golden Alternative Medicine, LLC

Dates	Type of License	City	County	State	Name of Business
<div style="display: flex; justify-content: space-between;"> __/__ to __/__ (mm/yy) (mm/yy) </div>					

Dates	Type of License	City	County	State	Name of Business
<div style="display: flex; justify-content: space-between;"> __/__ to __/__ (mm/yy) (mm/yy) </div>					

Dates	Type of License	City	County	State	Name of Business
<div style="display: flex; justify-content: space-between;"> __/__ to __/__ (mm/yy) (mm/yy) </div>					

Dates	Type of License	City	County	State	Name of Business
<div style="display: flex; justify-content: space-between;"> __/__ to __/__ (mm/yy) (mm/yy) </div>					

Dates	Type of License	City	County	State	Name of Business
<div style="display: flex; justify-content: space-between;"> __/__ to __/__ (mm/yy) (mm/yy) </div>					

Dates	Type of License	City	County	State	Name of Business
<div style="display: flex; justify-content: space-between;"> __/__ to __/__ (mm/yy) (mm/yy) </div>					

Dates	Type of License	City	County	State	Name of Business
<div style="display: flex; justify-content: space-between;"> __/__ to __/__ (mm/yy) (mm/yy) </div>					

Dates	Type of License	City	County	State	Name of Business
<div style="display: flex; justify-content: space-between;"> __/__ to __/__ (mm/yy) (mm/yy) </div>					

Dates	Type of License	City	County	State	Name of Business
<div style="display: flex; justify-content: space-between;"> __/__ to __/__ (mm/yy) (mm/yy) </div>					

KIND JUNCTION MESA LLC

Summary of Requested Items

Please find attached the following items requested or indicated in the Findings Report and email from Travis Wright:

Updated Signage Plan

Sign plan proposed is a monument sign and, if additionally permitted, a wall sign as well. There shall be no pole or freestanding signs.

Statement of Authority from Landlord

The name of the person has been confirmed as the owner of the LLC on records of property ownership of 2651 Highway 50. Joshua Lammers has provided a signed Statement of Authority attesting to be the owner and is the name that matches the Secretary of State business records.

Proof of Landlord's LLC Ownership – Property Authorization

Property Owner's Articles of Organization for LLC have been provided which show Joshua Lammers as the member of JD Window Cleaning LLC. Joshua Lammers says he has additional records to prove his ownership if needed and will attend the public hearing to attest to his ownership.

Legal Right to Proposed Premises

Lease Amendment attached addresses this concerned after discussing the matter in detail with the City's attorney. Updated language amended to the Lease Agreement in the Amendment A makes clear that the City is not approving the Lease Agreement, only the license.

EXHIBIT 1

Updated Insurance Quotes

The insurance broker has provided Kind Junction Mesa LLC will updated quotes on November 15, 2022 for General Liability and Worker's Compensation Insurance Policies.

Court Dispositions (Case #1 & 2)

John Dyet was never aware of the existence of the 2nd charge indicated as Obstructing an Officer. Attached are court dispositions. Records shows both charges were dropped. Please see updated Criminal History Supplemental Sheet provided. The sheet that the Applicant initially provided was legible but for some reason a glitch in Adobe appears to have distorted the text into a computer language upon being received by the City.

Updated Criminal History Supplemental Sheet

This provides explanations for the cases and concluding as dismissed.

Updated Civil Litigation History Supplemental Sheets (2 pages)

This provides the updated history of civil litigation. Two of the cases mentioned were quickly dropped by the Applicant after filing and never proceeded.

Addressed Waste Inquiry (Used Coffee Waste)

Page 94, Section 3-230: "by grinding or compacting and incorporating the marijuana waste with non-consumable, solid wastes" (it then lists the wastes, and one is food waste)

Floor Plan

The Applicant's floor plan has been updated to add an additional camera to the closet as requested by Travis Wright. Please see attached plans.

Findings of Suitability – Explanations Provided

The court disposition for the marijuana possession charge was added to the Finding of Suitability Application that was initially submitted. The other charge was unknown to the Applicant throughout his life and both cases were dismissed. Applicant has provided both court dispositions for those charges.

The other businesses that John Dyet were involved with are and have no longer been in business for a long time and John Dyet ceased to be involved with them long ago. The Applicant mistakenly left those entities off of the application not realizing those were required to be listed. Additionally, since the State of Colorado opened up for out of state and international cannabis business ownership, the Applicant was under the impression that this information was not needed.

The Applicant's owner did not recall the massage license existing as a license, but rather as a certification. John Dyet never utilized the license for any commercial activity or business function and it was a long time ago. John Dyet was recollected it as a certificate and not a license.

Please see updated Civil Litigation History Supplemental Sheets to see explanations for lawsuits. The Applicant was unaware of the lawsuit with the default judgement and intends to appeal that decision. The Applicant had a vendor claim they were not paid for a product order as Applicant's other store but the vendor's delivery driver was paid in person. The Applicant would have fought that case had it been known sooner. The other civil litigations were lawsuits filed against municipalities due to licensing denials and those lawsuits were quickly dropped by the Applicant's owner. John Dyet did not realize these were valid lawsuits since no actual litigation occurred and never exceeded simply being administrative filings. The Applicant's owner has been found suitable as an owner by the MED and twenty cities/towns throughout Colorado.

Support for Applicant's Approval

The Applicant has received over 50 signed petitions/affidavits from residents of Grand Junction requesting the Hearing Officer and City of Grand Junction approve Kind Junction Mesa LLC to proceed forward in the licensing process to win a license in the random selection process.



www.PlatinumSign.com
 2916 I-70B Grand Junction CO
 Phone: 970-248-9677
 Fax: 970-248-5444

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Client Approval/Date: _____

Landlord Approval/Date: _____



WORKING TOGETHER



Project / Location:



Job Number: _____

Date: _____

Sheet Number: _____ Or _____

Drawn By: Mike Blackwelder

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Client Approval/Date: _____
 Landlord Approval/Date: _____



Job Number: _____
 Date: _____
 Sheet Number: _____ Of _____
 Drawn By: Mike Blackwelder

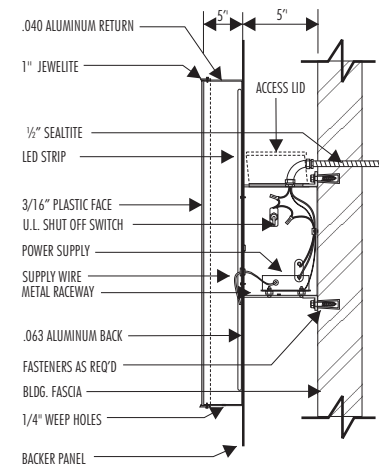
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Additional Signage Requested:



Illuminated letters on raceway with cloud

Non illuminated letters on raceway with cloud



SECTION DETAIL
SCALE: NTS

49.86 Sq Ft



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ELECTRICAL TO USE U.L. LISTED COMPONENTS AND SHALL MEET ALL N.E.C. STANDARDS.



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WORKING TOGETHER



Project / Location:



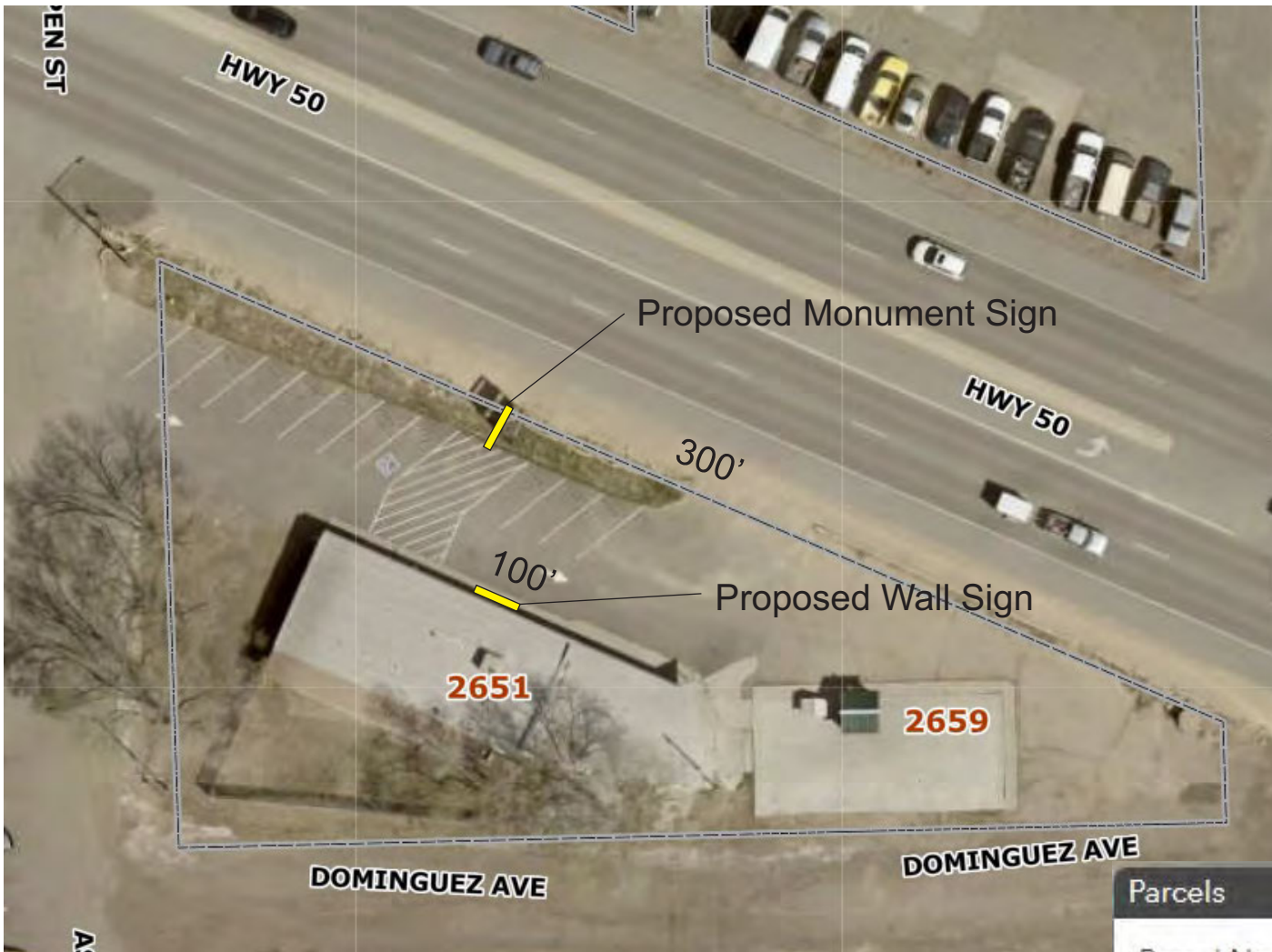
Job Number: _____

Date: _____

Sheet Number: _____ Of _____

Drawn By: Mike Blackwelder

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300' Lineal Lot Frontage
100' Building Frontage

Parcels

Parcel Number: 2945-261-15-011
Location: 2651 HIGHWAY 50
Mailing Zip: 81504
Location Zip: 81503
Owner: JD WINDOW CLEANING LLC
URL: [Click here for more info](#)
Year Built: 1960
Zoning: C-1
Acres: 0.54933
City Limits Status: Inside City Limits

KIND+Castle

ORGANIC CANNABIS

Updates to Signage Plan

The Applicant proposes to remove the current freestanding sign and install a new monument sign that complies with the City of Grand Junction's sign code and as directed by the Hearing Officer or other licensing authority. The proposed plans are a Plan A and an alternative Plan B, as referenced in the attached Sign Plans. The Applicant remains flexible on requested changes to the size, height and contents of the signage, as the City deems necessary.

The signage proposed contains 1 monument sign, not to exceed height and size limitations. If the City allows, Applicant wishes to propose 2nd sign on the building as one of the renderings shows in the sign plans. Signage would consist of halo effect channel letter signage as governed by the sign code and planning department.





REGULATED CANNABIS BUSINESS LICENSE
AUTHORIZATION TO USE PROPERTY FOR A CANNABIS BUSINESS

Business Name (dba) KIND CASTLE ORGANIC CANNABIS SUPERSTORE
Physical Address of Business: 2651 HIGHWAY 50, GRAND JUNCTION, CO 81503

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

- Retail Store (checked)
Co-Located Medical and Retail Store
Retail Testing Facility
Co-Located Medical and Retail Testing Facility
Medical Store
Medical Testing Facility

I understand the lessee must operate the business on the property (addressed above) under the provisions of the Grand Junction Municipal Code/Cannabis Licensing Code. I further understand sufficient measures and means of preventing the escape or emission of any gas, vapors, odors, smoke, dust, heat, or glare from exiting the business must always be provided.

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

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

[Redacted Signature]

Signature of Property Owner

5/27/2022

Date

JOSHUA LAMMERS

Printed Name of Property Owner

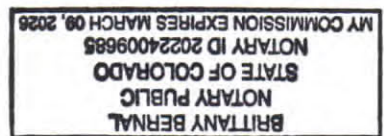
JD WINDOW CLEANING LLC

Property Owner Company Name (if applicable)

STATE OF Colorado)
COUNTY OF Mesa)ss.

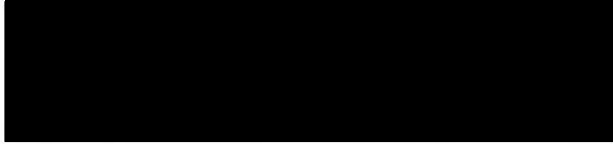
The foregoing instrument was acknowledged before me this 27th day of May, 2022, by Joshua Lammers.

My commission expires: 3-9-26 Notary Public: [Signature]



STATEMENT OF AUTHORITY

JD Window Cleaning LLC, Landlord, hereby warrants to be the property owner of the real estate located at 2651 Highway 50, Grand Junction, CO 81503 leased to Kind Junction Mesa LLC, Tenant, and hereby declares that Joshua Lammers is a Member and Owner of JD Window Cleaning LLC and is duly authorized to sign/execute any documents on behalf of JD Window Cleaning LLC.



SIGNATURE: _____

PRINT NAME: Joshua Lammers



Colorado
Secretary of State
Jena Griswold



For this Record...

Filing history and documents
Trade names
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Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Name	JD Window Cleaning, LLC		
Status	Good Standing	Formation date	07/08/2011
ID number	20111391144	Form	Limited Liability Company
Periodic report month	April	Jurisdiction	Colorado
Principal office street address	508 1/2 29 Road, Grand Junction, CO 81504, CO, United States		
Principal office mailing address	508 1/2 29 Road, Grand Junction, CO 81503, Colorado, United States		

Registered Agent	
Name	Joshua B. Lammers
Street address	3041 Crocus Court, Grand Junction, CO 81503, United States
Mailing address	3041 Crocus Court, Grand Junction, CO 81503, United States

Landlord Statement for KIND JUNCTION MESA, LLC

--- 2651 Highway 50, Grand Junction, Colorado 81503 ---

I verify that the following systems can or will be modified at the property by Tenant (Kind Junction Mesa, LLC) to meet the requirements of city and state regulations as well as other codes such as:

- 1. Alarm/Burglar Systems
- 2. Surveillance System
- 3. Electrical systems
- 4. HVAC system
- 5. Fire Suppression system
- 6. miscellaneous - other systems

I verify that I am the proposed store's location's property owner and landlord ("JD Window Cleaning, LLC"). There is an executed lease in place for a retail marijuana store doing business as "KIND CASTLE ORGANIC CANNABIS SUPERSTORE" at **2651 Highway 50 in the City of Grand Junction, Colorado.**

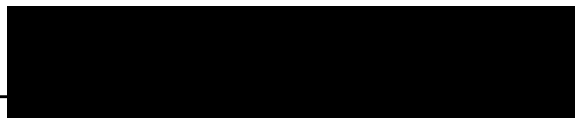
I verify that the following systems can or will be modified by Tenant to meet the requirements set forth by the City of Grand Junction licensing authorities. This shall include other codes such as electrical systems, HVAC system, Fire Suppression system, Burglar Alarm System, Surveillance System, and/or other systems. Tenant has agreed to bear the cost of modifying the any of the systems above. The Tenant's proposed business use is strictly retail sales and no cultivation/manufacturing therefore unlikely to require much impact to electrical/HVAC but Tenant is ready to make modification needed. Tenant already has plans in place for alarm, security, fire, surveillance, and HVAC systems.

LANDLORD:

SIGNATURE:

PRINT:

DATE:



Joshua Lammers

6.6.2022



Colorado Secretary of State
 Date and Time: 07/08/2011 12:06 PM
 ID Number: 20111391144
 Document number: 20111391144
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents will not be accepted.

Document processing fee
 Fees & forms/cover sheets
 are subject to change.

\$50.00

To access other information or print
 copies of filed documents,
 visit www.sos.state.co.us and
 select Business Center.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

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

JD Window Cleaning, LLC

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

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

1015 UnawEEP Avenue

(Street number and name)

Grand Junction

CO

81503

(City)

(State)

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Lammers

Joshua

B.

(Last)

(First)

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

1015 UnawEEP Avenue

(Street number and name)

Grand Junction

CO

81503

(City)

(State)

(ZIP Code)

Mailing address
(leave blank if same as street address) _____
(Street number and name or Post Office Box information)

(City) CO _____
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Lammers Joshua B.
(Last) (First) (Middle) (Suffix)

OR

(if an entity)
(**Caution:** Do not provide both an individual and an entity name.) _____

Mailing address 1015 UnawEEP
(Street number and name or Post Office Box information)

Grand Junction CO 81503
(City) (State) (ZIP/Postal Code)

United States
(Province – if applicable) (Country)

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

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

OR

the members.

6. (The following statement is adopted by marking the box.)

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

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

This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

Burke Michael P.
(Last) *(First)* *(Middle)* *(Suffix)*
Kain & Burke PC
(Street number and name or Post Office Box information)
P.O. Box 1981
Grand Junction CO 81502
(City) *(State)* *(ZIP/Postal Code)*
United States
(Province – if applicable) *(Country)*

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

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

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



Colorado Secretary of State
 Date and Time: 08/24/2018 04:58 PM
 ID Number: 20111391144
 Document number: 20181672275
 Amount Paid: \$10.00

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

ABOVE SPACE FOR OFFICE USE ONLY

Periodic Report

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

ID number: 20111391144

Entity name: JD Window Cleaning, LLC

Jurisdiction under the law of which the
 entity was formed or registered: Colorado

1. Principal office street address: 1015 Unaweep Avenue
(Street name and number)

Grand Junction CO 81503
(City) (State) (Postal/Zip Code)
United States
(Province – if applicable) (Country – if not US)

2. Principal office mailing address:
 (if different from above) (Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)
(Province – if applicable) (Country – if not US)

3. Registered agent name: (if an individual) Lammers Joshua B.
(Last) (First) (Middle) (Suffix)

or (if a business organization) _____

4. The person identified above as registered agent has consented to being so appointed.

5. Registered agent street address: 1015 Unaweep Avenue
(Street name and number)

Grand Junction CO 81503
(City) (State) (Postal/Zip Code)

6. Registered agent mailing address:
 (if different from above) (Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)
(Province – if applicable) (Country – if not US)

Notice:

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

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

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

<u>Joshua</u>	<u>Lammers</u>	<u>Bernard</u>	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
<u>1015 unawEEP</u>			
<i>(Street name and number or Post Office Box information)</i>			
<hr/>			
<u>Grand Junction</u>	<u>CO</u>	<u>81503</u>	
<i>(City)</i>	<i>(State)</i>	<i>(Postal/Zip Code)</i>	
<u>United States</u>			
<i>(Province – if applicable)</i>		<i>(Country – if not US)</i>	

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box and include an attachment stating the name and address of such individuals.)

Disclaimer:

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

**AMENDMENT A
OF
LEASEMENT AGREEMENT
FOR
2651 HIGHWAY 50, GRAND JUNCTION, CO 81503**

Both parties, JD Window Cleaning LLC (“Landlord”) and Kind Junction Mesa LLC (“Tenant”), agree that the Lease Agreement (“Lease”) for the property located at 2651 Highway 50, Grand Junction, CO 81503 shall be amended as follows:

For section 23 of the Lease, the “Current Paragraph” below shall be removed from the Lease and replaced by the “New Paragraph” as referenced underneath, effective March 4th 2022.

CURRENT PARAGRAPH:

23. 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) – City of Grand Junction, 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.

NEW PARAGRAPH:

23. LEASE CONTINGENT ON MED AND LLA’S LICENSE 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 parties agree to negotiate in good faith to conform with any guidance provided by the MED 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 that the Lease must be reformed, either Party may terminate this Lease and the Parties shall have no further obligation to the other hereunder. This Lease shall be contingent upon license approvals from the Local Licensing Authority (LLA) – City of Grand Junction.

(END OF “NEW PARAGRAPH”)

Landlord and Tenant agree that Tenant has “Legal Right to the Proposed Premises” as referenced by the LLA. In the event the LLA determines any language in the Lease or this Amendment A conflicts with the LLA’s definition of Legal Right to the Proposed Premises, any such language shall be stricken from the Lease.

LANDLORD: _____

TENANT: _____

Insurance Quote

November 15, 2022
Application ID: 9465325
LCM: Affinity

Kind Junction Mesa, LLC
2651 US-50
Grand Junction, CO 81503

Diversified Commercial Insurers-Kac
405 South Cascade Avenue
Suite 101
Colorado Springs, CO 80903
(719) 471-3671

The premium estimate provided expires 30 days from issuance. After expiration of the premium estimate, please contact Pinnacol Assurance for an updated estimate. Quote subject to change based on underwriter analysis and review of all information including classification, payroll, and verification of prior loss data.

Coverage Information for 9465325

QUOTED

Location: Kind Junction Mesa, LLC
2651 US-50
Grand Junction, CO 81503

Period: 11/16/2022 - 12/01/2023

Class	RT	Description	Emp	Payroll	Rate	Prem Charge
804505	EM	Store-drug-retail	10.00	\$409,593	.606800	\$2,485
Total for Kind Junction Mesa, LLC				\$409,593		\$2,485

Description	Period	Adjustment	Amount
Ratable Manual Premium	11/16/2022 - 12/01/2023		\$2,485
Increased Limits (1,000,000/1,000,000/1,000,000)	11/16/2022 - 12/01/2023	1.011	\$27
Increased Limits Minimum Premium	11/16/2022 - 12/01/2023		\$93
Designated Provider Discount	11/16/2022 - 12/01/2023	.975	\$65-
Pinnacol Edge Discount	11/16/2022 - 12/01/2023	.900	\$254-
Annual Policy Fee	11/16/2022 - 12/01/2023		\$160
Terrorism Insurance Coverage	11/16/2022 - 12/01/2023		\$20
Catastrophe Insurance Coverage	11/16/2022 - 12/01/2023		\$41
Net Estimated Annual Premium	11/16/2022 - 12/01/2023		\$2,507

Policyholder Disclosure Notice of Terrorism and Catastrophe Insurance Coverage

Coverage for acts of terrorism is included in your policy. Under your existing coverage, any losses resulting from certified acts of terrorism would be partially reimbursed by the United States Government. Beginning January 1, 2016:

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Premium for terrorism is calculated on the basis of total payroll. The total Colorado payroll is divided by \$100 and multiplied by the approved terrorism rate, \$0.005 per \$100 of payroll. The calculation is expressed as (Colorado payroll/\$100 X Approved Terrorism Rate = Premium). This premium is not subject to any other modification including, but not limited to, premium discount, experience rating, schedule rating, or retrospective rating.

Additionally, all workers' compensation carriers are required to charge premium to cover large losses. Premium for Catastrophe (other than Certified Acts of Terrorism) is calculated on the basis of total payroll. The total Colorado payroll is divided by \$100 and multiplied by the approved Catastrophe (other than Certified Acts of Terrorism) rate, \$0.01 per \$100 of payroll. The calculation is expressed as (Colorado payroll/ \$100 X Catastrophe (other than Certified Acts of Terrorism) Value = Premium). This premium is not subject to any other modifications including, but not limited to, premium discount, experience rating, schedule rating, or retrospective rating.

Policy period dates on this quotation are for pricing purposes. This document does **not** imply insurance coverage.

Make Check or Money Order Payable to: Pinnacol Assurance

Kind Junction Mesa, LLC
2651 US-50
Grand Junction, CO 81503

Amount Enclosed \$ _____

Check Number _____

Application # 9465325

**Pinnacol Assurance
PO Box 561434
Denver, CO 80256-1434**

Amount Due \$499.00
Quote Issue Date 11/15/2022
Quote Expiration Date 12/15/2022

Date: Nov 15, 2022
To: Veta Enright (Fleming), Diversified Commercial Insurers
From: Kind Junction Mesa LLC

Named Insured: 11/15/2022 to 11/15/2023
Policy Term: United National Insurance Company, Non-Admitted
Insurance Carrier: General Liability
Coverage:
Limits of Liability/Deductible: See Carrier Quote

Premium:	General Liability	\$2,250.00
Fully Earned Fees:	Broker Fee	\$225.00
	Carrier Inspection Fee	\$175.00
	Carrier Policy Fee	\$150.00
TRIA:	REJECTED	
Taxes:		\$84.00
Total:		\$2,884.00
Agency Commission:	12%	

Endorsements/Exclusions: See Carrier Quote **Terms/Conditions:** See Carrier Quote

Standard Contingencies/Subjectivities

Please review what you may have already submitted or are missing:

- See quote for carrier requirement(s).

Disclaimer

This quote is issued based upon the carrier's agreement to quote and is issued without any liability whatsoever as a carrier. This quote may be withdrawn by the insurer at any time prior to binding. Please review carrier quote carefully as this quotation may not comply with the specifications submitted for consideration. Should there be a discrepancy with the premium and fees, the carrier's quote will supersede the figures above.

The cost of insurance coverage provided herein includes a fee of \$225.00 payable to a wholesale intermediary in addition to the premium charge. Premium payment is due within fifteen (15) days of invoice date unless otherwise stipulated. Additional fees may apply on endorsements and audits, up to 5%. ref: 0611160



GLOBAL INDEMNITY
CANNABIS

Cannabis Quote Proposal

Quote Proposal Reference: 629ea48d63e86
Quote Proposal Date:
Quote Proposal For: Kind Junction Mesa LLC
2651 Hwy 50
Grand Junction, CO 81503
Policy Period 06/07/2022 - 06/07/2023
Insuring Company: United National Insurance Company (UNIC)

Premium Summary

Total General Liability Premium: \$2,250.00
Total Policy Premium: **\$2,250.00**

See page 1 of this document for total premium including applicable fees and tax.

In accordance with U.S. Treasury Department's Office of Foreign Assets Control (OFAC) regulations, if it is determined that any insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, the insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Thank you for the opportunity to review your submission. Please review carefully, as the coverage may not be as requested on the application. This Quotation is good for 30 days or until the proposed effective date whichever occurs first.

Minimum and Deposit: 100% See endorsement EPA-1444. Policy may be subject to audit

Minimum Earned: In the event of cancellation of coverage by the insured, 25% shall apply

Subjectivities:

Subject to Completed Supplemental Application.
Fully completed, signed and dated application.
Subject to a signed "No known loss" letter.
Subject to a favorable inspection within 45 days of binding.
Copy of license(s)

NOTE SUMMARY

General Liability Coverage

Location Information

Location	Address	City	State	Zip
1	2651 Hwy 50	Grand Junction	CO	81503

Limit Information

Policy Type Coverage	Each Occurrence / General Aggregate Limit	Personal and Advertising Limit	Damage to Premises Limit	Medical Payments Limit
Occurrence	\$1,000,000 / \$2,000,000	\$1,000,000	\$100,000	\$5,000

Deductible Information

Bodily Injury Deductible	Bodily Injury Deductible Type	Property Damage Deductible	Property Damage Deductible Type
\$0	Per Occurrence	\$0	Per Occurrence

Premises Coverages

Loc #	Class Code	Exposure	Rate	Prem/Ops Premium	Prem/Ops MP Adj
1	2 - Cannabis Dispensaries, Medical - Retail Exposures Only	3,000,000	0.750	\$2,250.00	\$0.00

Additional Coverages

Coverage Name	Limit	Premium
Damages to Premises	\$100,000.00	Included

verag Fo ms and End sements

Common o Interlin Fo ms:

- [JPA-100 \(7-98\) Rev. 7-01-01 - Commercial Insurance Policy](#)
- [DPA 181 09 19 - Commercial Lines Common Policy Declarations](#)
- [SAA-100 08 98 - Schedule of Policy Forms/Endorsements](#)
- [EAA-146 122009 - Terrorism Exclusion](#)
- [ILO 85 22020 - Disclosure Pursuant to Terrorism Risk Insurance Act](#)
- [NAA-105 112019 - Privacy Notice](#)
- [NAA-16 092018 - Claims Reporting Procedure](#)
- [EAA-100 012012 - In Witness Clause](#)
- [EAA-230 022015 - Service of Suit](#)
- [EPA-1444 082009 - Minimum Earned Premium Endorsement](#)
- [IL000 0908 - Calculation of Premium](#)
- [IL0017 1 8 - Common Policy Conditions](#)
- [NAA1240121 - Disclosure Notice of Terrorism Insurance Coverage](#)

Commercial General Liability Forms:

- [DPA-162 042008 - Commercial General Liability Declarations](#)
- [CG0001 0413 - Commercial General Liability Coverage Form](#)
- [IL002 0908 - Nuclear Energy Liability Exclusion Endorsement](#)
- [CG2107 0514 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included](#)
- [CG2109 0615 - Exclusion-Unmanned Aircraft](#)
- [CG21 2 0509 - Communicable Disease Exclusion](#)
- [CG2147 1207 - Employment-Related Practices Exclusion](#)
- [CG2167 1204 - Fungi or Bacteria Exclusion](#)
- [CG2149 0 99 - Total Pollution Exclusion](#)
- [CG21 6 0 05 - Silica or Silica-Related Dust Exclusion](#)
- [CG2104 1 85 - Exclusion-Products/Completed Operations Hazard](#)

[G21 6 0 - Exclusion-Designated Professional Services](#)

[G21 4 0 17 - Limitation of Coverage to Designated Premises or Project](#)

[PA-1769 012017 - Amendment of Mobile Equipment Exclusion](#)

[PA-1877 042018 - Security Guard Warranty](#)

[PA-1871 042018 - Independent Contractors Warranty](#)

[PA-1889 042018 - Background Check Warranty](#)

[PA-1872 042018 - Exclusion-Fraudulent, Dishonest and Criminal Acts](#)

[PA-1250 22009 - Indoor Air Quality Exclusion](#)

[PA-1324 052008 - Assault and Battery Exclusion](#)

[PA-1331 22009 - Subsidence Exclusion](#)

[PA-1333 032018 - Firearms and Other Weapons Exclusion](#)

[PA-1335 032012 - Lead Exclusion](#)

[PA-1450 092009 - Sexual or Physical Abuse Exclusion](#)

[PA-1785 052017 - Punitive and Exemplary Damages Exclusion](#)

[PA-1691 092012 - Anti Stacking Endorsement](#)

[PA-1975 052020 - Animal Exclusion](#)

[PA-1774 012017 - Exclusion-Injury to Independent Contractors](#)

[PA-1857 042018 - Exclusion - Total Liquor Liability](#)

[PA-1880 052018 - Auto Exclusion](#)

[PA-1936 022019 - Exclusion-Batteries of Electronic Smoking Devices](#)

[PA-1937 022019 - Exclusion-Herbicide or Pesticide Applications](#)

[PA-1903 022020 - Premium Audit Changes](#)

[PA-1873 012022 - Exclusion-Delivery or Transportation](#)

[PA187 \(01-2022\) PCO - Exclusion-Illness or Disease](#)

[PA-1878 012022 - Exclusion-Violation of Laws](#)

[PA-1886 012022 - Exclusion-Consumption on Premises](#)

D CLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended ("the Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSS MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSE 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSSES THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS' LIABILITY FOR LOSSES, RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED. COVERAGE FOR "INSURED LOSSES" AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNT AND LIMIT IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN ACTS OF TERRORISM. YOU SHOULD KNOW THAT UNDER FEDERAL LAW, YOU ARE NOT REQUIRED TO PURCHASE COVERAGE FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM.

The Act provides that a separate premium is to be charged for insurance for an "act of terrorism" covered by the Act.

If you choose to purchase coverage for an "act of terrorism", as defined in the Act, you must pay a premium of \$_____.

Note: If you do not pay the premium as noted above, you will not have Terrorism Coverage under this policy, as defined in the Act.

Name of Insurance Company: _____

Name of Applicant: _____

Policy Number (if applicable): _____

Policy Period (if applicable): _____



City of Grand Junction Criminal History Supplemental Sheet

Date	Charge	City	County	State	Disposition/Outcome
11/17/2004	POSSESSION OF MARIJUANA	CLEARWATER, FL	PINELLAS COUNTY	FL	CASE DISMISSED (PER STATE RECORDS)

Details:

POLICE FOUND A CRUMB OF CANNABIS IN MY VEHICLE AFTER A FRIEND USED MY CAR AND HAD CANNABIS ON HIM. I DON'T RECALL BUT ACCORDING STATE RECORDS I WAS 20 YEARS OLD AT THE TIME. THE CASE WAS DISMISSED AS REFERENCED IN STATE OF FLORIDA RECORDS (PLEASE SEE ATTACHED).

Date	Charge	City	County	State	Disposition/Outcome
11/17/2004	OBSTRUCTING OR RESISTING OFFICER WITHOUT VIOLENCE	CLEARWATER	PINELLAS COUNTY	FL	CASE DISMISSED (PER STATE RECORDS)

Details:

I WAS NEVER AWARE OF THIS CHARGE. I RECOLLECT WAITING FOR A CONTINUING TO DRIVE TO PULL THE VEHICLE OVER INTO A SAFE LOCATION TO STOP AND ONE OF THE OFFICERS WAS ANNOYED THAT I DIDN'T STOP ALONG SIDE A DANGEROUS HIGHWAY. THIS RIDICULOUS CHARGE MUST HAVE BEEN ASSOCIATED WITH THAT INCIDENT. THE CASE WAS DISMISSED AS REFERENCED IN STATE OF FLORIDA RECORDS (PLEASE SEE ATTACHED)

Date	Charge	City	County	State	Disposition/Outcome

Details:

Date	Charge	City	County	State	Disposition/Outcome

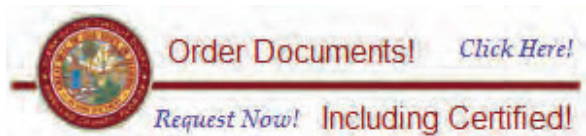
Details:

Date	Charge	City	County	State	Disposition/Outcome

Details:

REGISTER OF ACTIONS

CASE No. 0430746MMANO



STATE OF FLORIDA vs. DYET , JOHN OLIVER

§
§
§
§
§
§
§
§
§
§

Case Type: **MISDEMEANOR**
 Date Filed: **11/17/2004**
 Location: **Division E**
 Judicial Officer: **LEVINE, PAUL A**
 Case Number History: **CTC0430746MMANO**
 UNIFORM CASE NUMBER: **522004MM030746AXXXNO**

RELATED CASE INFORMATION

Related Cases

0501947MMANO (LEGACY - FOPS CASE)

PARTY INFORMATION

BONDSMAN/DILESSA, MIRIAM

██████████
 HUDSON, FL 34667
 Other Agency Numbers
 02592478 TRUE SPN

Female White
DOB: ██████████

Attorneys

DEFENDANT DYET, JOHN OLIVER

██████████
 NEW PORT RICHEY, FL 34656
 Other Agency Numbers
 02592154 TRUE SPN

Male White
DOB: ██████████
6' 0", 180 lbs

HECTOR J RIVERA

5100 W KENNEDY BL #105
 ATTORNEY AT LAW
 TAMPA, FL 33609

813-289-2384(W)

STATE STATE OF FLORIDA

14250 49th STREET NORTH
 ROOM 1000
 CLEARWATER, FL 33762

JOHN THACKER

407 S EWING AVE
 CLEARWATER, FL 33756

727-464-6221(H)

JUSTIN PETREDIS

P O BOX 5028
 CLEARWATER, FL 33758

727-530-6221(H)

CHARGE INFORMATION - (CHECK PCSO FOR CUSTODY INFO)

Charges: DYET, JOHN OLIVER

1. POSSESSION OF MARIJUANA

Statute
893.13(6)(B)

Level
MISDEMEANOR - 1ST [11/17/2004

Bonds

CASH BOND #00490556 \$250
 11/17/2004 OPEN BOND
 05/26/2005 REFUNDED BOND

Counts:01
 11/17/2004
 Comments: Arrest Date
 DEFENDANT SPN02592154; DEFENDANTDYET,JOHN; DEPOSITORLESSA, MIRIAM; ADDRESS 1: 8024 WET
 ROCK ROW; ADDRESS 2: HUDSON, FL; ZIP: 34667; ADBCASM_POWER_NBR: 00490556; ADBCASM_CASE:
 0430746MMANO; ADBCASM_PROCESS_DATE: 0; ADBCASM_DISPOSITION: RFND; ADBCASM_AMOUNT:
 0000002500; ADBCASM_AMOUNT: 250.00; ADBCASM_FINE_COST: 0.00; ADBCASM_ESTREATURE_AMT:
 0.00; ADBCASM_REFUND_AMT: 250.00; ADBCASM_OTHER: 0.00; ADBCASM_ASSESSED_COSTS: 0.00;

EVENTS & ORDERS OF THE COURT

DISPOSITIONS

05/26/2005 **Disposition**
1. POSSESSION OF MARIJUANA
NO TRIAL - PRE TRIAL DIVERSION

OTHER EVENTS AND HEARINGS

02/23/2018 **CORRESPONDENCE Doc # 1**
ONLINE ORDER#65472

06/14/2006 **PRE-TRIAL INTERVENTION - CASE DISMISSED**
PRE-TRIAL INT. - CASE DISMISSED; DEFT: A; VER: F

06/14/2006 **MISCELLANEOUS TEXT**
CT 02 CONC; DEFT: A; VER: F

02/24/2006 **INVESTIGATIVE COSTS PAID**
INVESTIGATIVE COSTS PAID - \$100.00; DEFT: A; VER: F

02/24/2006 **FINE AND/OR COSTS PAID**
FINE/COSTS PAID - \$30.00; DEFT: A; VER: F

06/02/2005 **HEARING (8:30 AM)** (Judicial Officer JUDGE, DEFAULT CONVERSION)
Result: LEGACY MINUTES

05/26/2005 **ORDER FOR PRE-TRIAL INTERVENTION**
ORDER FOR PRE-TRIAL INTERVENTION PAY \$30 COURT COSTS; DEFT: A; VER: F

05/12/2005 **MISCELLANEOUS TEXT**
**** Counts 01-02 ***; DEFT: A; VER: N*

05/12/2005 **STATUS CHECK SET**
STATUS CHECK SET: 060205/0830 AM -E- PTI; DEFT: A; VER: N

05/12/2005 **HEARING (8:30 AM)** (Judicial Officer JUDGE, DEFAULT CONVERSION)
Result: LEGACY MINUTES

04/19/2005 **WRITTEN PLEA NOT GUILTY**
WRITTEN PLEA-NOT GUILTY - PTI; DEFT: A; VER: F

04/19/2005 **WAIVED RIGHT TO SPEEDY TRIAL**
WAIVED RIGHT TO SPEEDY TRIAL; DEFT: A; VER: F

04/05/2005 **MISCELLANEOUS TEXT**
**** Counts 01-02 ***; DEFT: A; VER: N*

04/05/2005 **WAIVED RIGHT TO SPEEDY TRIAL**
WAIVED RIGHT TO SPEEDY TRIAL; DEFT: A; VER: N

04/05/2005 **STATUS CHECK SET**
STATUS CHECK SET: 051205/0830 AM -E- PTI; DEFT: A; VER: N

04/05/2005 **HEARING (8:30 AM)** (Judicial Officer JUDGE, DEFAULT CONVERSION)
Result: LEGACY MINUTES

03/01/2005 **NOTICE**
NOTICE OF PRE-TRIAL - 040505 COURTROOM: E AT 08:30; DEFT: A; VER: F

02/28/2005 **MISCELLANEOUS TEXT**
**** Counts 01-02 ***; DEFT: A; VER: N*

02/28/2005 **WAIVED RIGHT TO SPEEDY TRIAL**
WAIVED RIGHT TO SPEEDY TRIAL; DEFT: A; VER: N

02/28/2005 **PRE-TRIAL HEARING SET**
PRE-TRIAL HRG SET: 040505/0830 AM -E-; DEFT: A; VER: N

02/28/2005 **NOTICE OF HEARING GENERATED IN COURT**
NOTICE OF HEARING GENERATED IN COURT; DEFT: A; VER: N

02/28/2005 **HEARING (1:30 PM)** (Judicial Officer JUDGE, DEFAULT CONVERSION)
Result: LEGACY MINUTES

02/08/2005 **NOTICE**
NOTICE OF PRE-TRIAL - 022805 COURTROOM: E AT 01:30; DEFT: A; VER: F

02/08/2005 **ANSWER TO DEMAND FOR DISCOVERY**
ANSWER TO DEMAND FOR DISCOVERY; DEFT: A; VER: F

02/07/2005 **MISCELLANEOUS TEXT**
**** Counts 01-02 ***; DEFT: A; VER: N*

02/07/2005 **PRE-TRIAL HEARING SET**
PRE-TRIAL HRG SET: 022805/0130 PM -E-; DEFT: A; VER: N

02/07/2005 **HEARING (8:30 AM)** (Judicial Officer JUDGE, DEFAULT CONVERSION)
Result: LEGACY MINUTES

02/01/2005 **NOTICE OF APPEARANCE**
NOTICE OF APPEARANCE: HECTOR J RIVERA; DEFT: A; VER: F

02/01/2005 **DEMAND FOR DISCOVERY**
DEMAND FOR DISCOVERY; DEFT: A; VER: F

02/01/2005 **WRITTEN PLEA NOT GUILTY BY ATTORNEY**
WRITTEN PLEA NOT GUILTY-ATTORNEY; DEFT: A; VER: F

02/01/2005 **REQUEST**
REQUEST: FOR PRETRIAL HEARING; DEFT: A; VER: F

02/01/2005 **WAIVER OF APPEARANCE**
WAIVER OF APPEARANCE: AT PRETRIAL; DEFT: A; VER: F

01/21/2005 **NOTICE**
NOTICE OF ARRAIGNMENT - 020705 COURTROOM: E AT 08:30; DEFT: A; VER: F

01/20/2005 **INFORMATION FILED**
INFORMATION FILED: (2CT) POSSESSION OF MARIJUANA;; DEFT: A; VER: F

01/20/2005	MISCELLANEOUS TEXT <i>OBSTRUCTING OR RESISTING OFFICER WITHOUT VIOLENCE; DEFT: A; VER: F</i>
11/18/2004	COMPLAINT <i>COMPLAINT - POSS OF MARIJUANA; DEFT: A; VER: F</i>
11/18/2004	INVESTIGATIVE COSTS REQUESTED <i>INVESTIGATIVE COSTS REQUESTED \$ 100/KC; DEFT: A; VER: F</i>

Details:

City of Grand Junction Civil Litigation History Supplemental Sheet

Date	Type of Civil Action	City	County	State	Disposition/Outcome
JUNE 2018	LAWSUIT	NEW PORT RICHEY	PASCO	FL	LAWSUIT SETTLED

Were you: Plaintiff Defendant Complainant Respondent Other _____

Details:

THERE WAS A LAWSUIT BETWEEN A CUSTOMER AND A COMPANY THAT I WORKED FOR. THEY BRIEFLY DRAGGED ME INTO THE LAWSUIT TO TRY TO USE ME TO HELP THEIR CASE. THE CASE WAS SETTLED AND I HAD NO FAULT IN THE CLAIMS.

Date	Type of Civil Action	City	County	State	Disposition/Outcome
2020	LAWSUIT	SILT	GARFIELD	CO	WITHDRAWN / DROPPED LAWSUIT

Were you: Plaintiff Defendant Complainant Respondent Other _____

Details:

THIS WAS A LAWSUIT FILED AGAINST THE TOWN FOR DENYING AN APPLICATION FOR A CANNABIS BUSINESS BECAUSE THEY DIDN'T WANT MORES STORES IN THEIR TOWN EVEN THOUGH THEIR ORDINANCE ALLOWED NEW STORES TO APPLY. THEY RUSHED TO BAN NEW STORES AFTER APPLICANT SUBMITTED ITS APPLICATION PACKET. BASICALLY THEY DID NOT GRANDFATHER IN THE APPLICANT UNDER APPLICABLE ORDINANCE. WE DECIDED TO DROP THE LAWSUIT SHORTLY AFTER FILING IT.

Date	Type of Civil Action	City	County	State	Disposition/Outcome
2015	LAWSUIT	GLENWOOD SPRINGS	GARFIELD	CO	WITHDRAWN / DROPPED LAWSUIT

Were you: Plaintiff Defendant Complainant Respondent Other _____

THIS WAS A LAWSUIT FILED AGAINST THE CITY FOR DENYING AN APPLICATION FOR A CANNABIS BUSINESS BECAUSE THEY DIDN'T WANT MORES STORES IN THEIR TOWN EVEN THOUGH THEIR ORDINANCE ALLOWED NEW STORES TO APPLY. THE APPLICATION AND LOCATION FOLLOWED EVERY BIT OF THE ORDINANCE BUT THEY STILL DENIED THE APPLICATION. WE DECIDED TO DROP THE LAWSUIT SHORTLY AFTER FILING IT.

Details:

City of Grand Junction Civil Litigation History Supplemental Sheet

Date	Type of Civil Action	City	County	State	Disposition/Outcome
2022	LAWSUIT	PARACHUTE	GARFIELD	CO	DEFAULT JUDGEMENT OF \$5037.00

Were you: Plaintiff Defendant Complainant Respondent Other _____

Details:

Goods Sold and Delivered (2021CV030021 Garfield County)

WE WERE NEVER EVEN AWARE OF THIS LAWSUIT. WE PRESUME THAT NOTICING WAS ATTEMPTED AT THE PARACHUTE STORE BUT WE DO NOT GET MAIL AT THAT LOCATION. APPARENTLY A DEFAULT JUDGEMENT WAS AWARD SINCE WE DID NOT APPEAR - NOT KNOWING ABOUT THE CASE. THIS DISPUTE WAS BASED ON A CLAIM THAT THEY WERE OWED FOR CANNABIS PRODUCT SOLD BY THEM TO OUR STORE HOWEVER WE HAD PAID THEM THE FULL SUM IN CASH IN PERSON TO THE DELIVERY DRIVER. WE ARE ATTEMPTING TO APPEAL THIS DEFAULT JUDGEMENT.

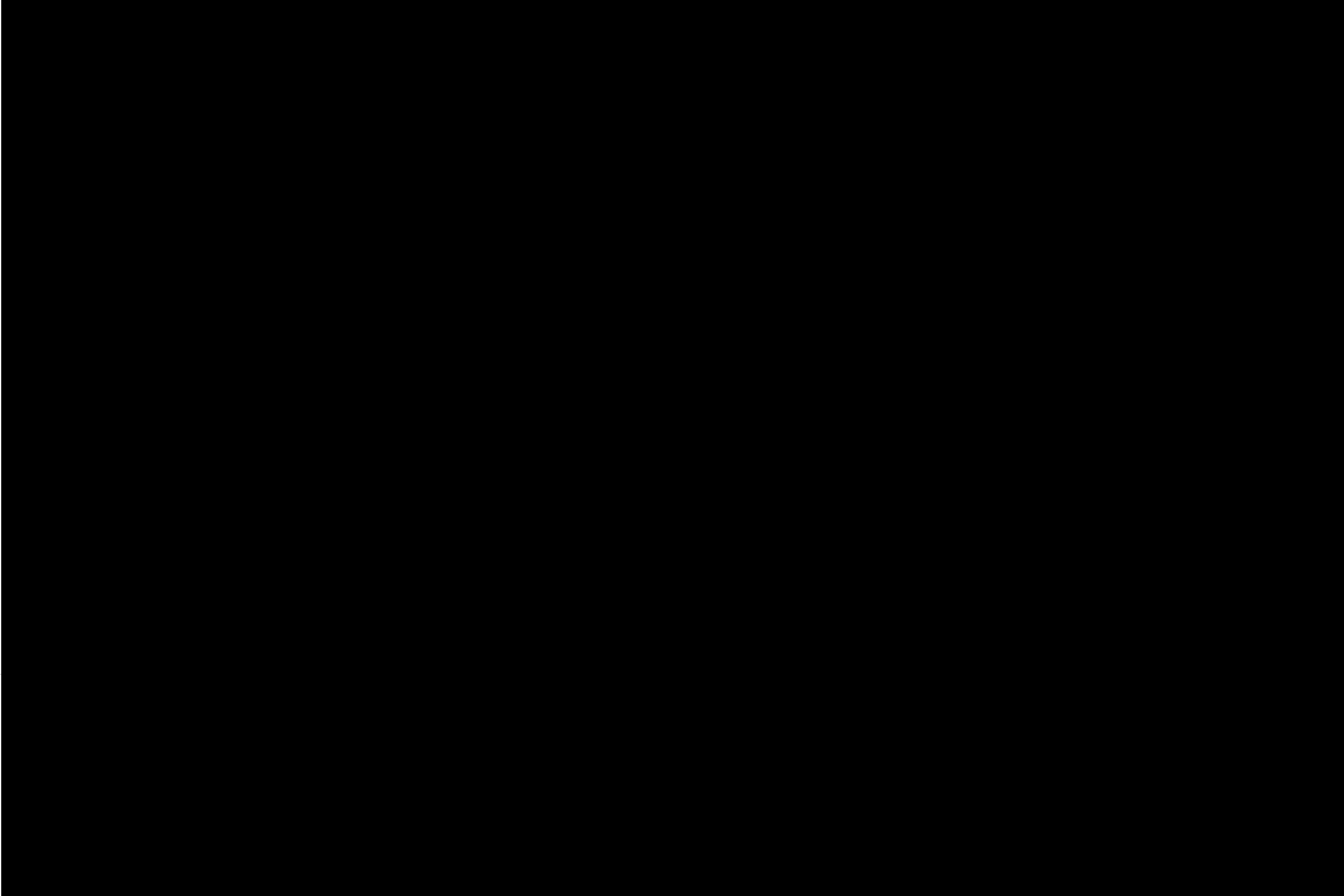
Date	Type of Civil Action	City	County	State	Disposition/Outcome

Were you: Plaintiff Defendant Complainant Respondent Other _____

Details:

Date	Type of Civil Action	City	County	State	Disposition/Outcome

Were you: Plaintiff Defendant Complainant Respondent Other _____



Review and Findings Report

TO: Cannabis Licensing Authority
FROM: Greg Caton, City Manager
DATE: November 7, 2022
SUBJECT: Cannabis Business License Application for Kind Junction Mesa, LLC dba Kind Castle Organic Cannabis Superstore

Pursuant to Grand Junction Municipal Code (GJMC) 5.13.016(e)1 the Application of Kind Junction Mesa, LLC dba Kind Castle Organic Cannabis Superstore a Retail Cannabis Business License at 2651 Highway 50, Grand Junction, CO 81503 has been reviewed for compliance with GJMC Titles 3, 5, 21, and 27 for Regulated Cannabis Businesses. The following findings are made with respect to the forms and content of the Application:

Regulated Marijuana License Application

All requirements of the Application have been met.

Oath of Applicant

All requirements for the Oath of Applicant have been met.

Proposed Operating Plan

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

The Proposed Operating Plan is deficient as follows:

1. Application indicates a pole sign is to be installed. Pole signs are not permitted for cannabis businesses. Applicant must revise signage plan.
2. Applicant does not indicate any building signage. Please confirm if this is contemplated and if so, provide a plan.
3. The landlord statement provided is signed by Joshua Lammers, an individual, and the property is owned by JD Window Cleaning, LLC. No information was provided indicating Mr. Lammers' authority to sign on behalf of JD Window Cleaning, LLC.

Insurance Binder, Quote or ACORD

All requirements of the Insurance Binder, Quote or ACORD have been met. The Insurance Quote expires 30 days or until the proposed effective date, whichever occurs first. The quote was obtained on June 7, 2022. Updated insurance information must be provided.

Oath of No Overlap

All requirements for the Oath of No Overlap have been met.

Zoning Verification

All requirements for the Zoning Verification have been met.

Proof of Ownership or Legal Right to Proposed Premises

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

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

1. Section 23 of the Lease Agreement states that the terms of the lease are subject to the approval of the Colorado Department of Revenue's Marijuana Enforcement Division and the applicable Local Licensing Authority – City of Grand Junction. Lease may terminate if licensing does not occur.

Property Authorization

All requirements for the Property Authorization have not been met.

The Property Authorization is deficient as follows:

1. The Property Authorization is signed by Joshua Lammers but no information provided indicating his authority to sign on behalf of JD Window Cleaning, LLC.

Floor Plan

All requirements of the Floor Plan have been met.

Security Plan

All requirements of the Security Plan have been met.

Business Entity Documents

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

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

1. John Dyet failed to provide a Court disposition for a charge of possession of marijuana.
2. John Dyet failed to disclose a charge of obstructing or resisting an officer without violence or provide a Court disposition.
3. John Dyet failed to disclose he is/was the registered agent, director or officer for nine other businesses.
4. John Dyet failed to disclose one professional license for massage therapy in Florida.
5. John Dyet failed to disclose three civil litigations, one of which his business was the defendant of a default judgment for \$5,037.00 that is unsatisfied.

Other

General Conditions applicable to approval of any Application

1. Licensee shall keep a complete set of records (GJMC 5.13.037).
2. Licensee and premises are subject to audits, examinations, and inspections (GJMC 5.13.038).
3. Licensee shall remit sales and use tax pursuant to GJMC 5.13.042 & GJMC 3.16 et. seq.
4. Licensee must apply for renewal of license at least 45 days prior to expiration of license.

DETERMINATION

The Application of Kind Junction Mesa, LLC dba Kind Castle Organic Cannabis Superstore a Retail Cannabis Business License at 2651 Highway 50, Grand Junction, CO 81503 has been reviewed and has been found to **not meet** the requirements of GJMC Titles 3, 5, 21, and 27 for a Regulated Cannabis Business.

Any responses to this Review & Findings Report must be submitted as one complete packet and received by the City Clerk's Office no less than 24 hours prior to the scheduled hearing.