



CITY OF TRINIDAD
TRINIDAD, COLORADO

The Regular Meeting of the City Council of the City of Trinidad,
Colorado, will be held on Tuesday, January 20, 2015 at 7:00 P.M.
in City Council Chambers at City Hall

The following items are on file for consideration of Council:

- 1) **ROLL CALL**
- 2) **APPROVAL OF MINUTES**, Regular Meeting of January 6, 2015 and Special Meeting of January 13, 2015
- 3) **PUBLIC HEARING**
 - a) New Retail Marijuana Store license application filed by Canna Company, Inc. d/b/a CannaCo Company at 3019 Toupal Drive
 - b) New Retail Marijuana Cultivation Facility license application filed by Canna Company, Inc. d/b/a CannaCo Company at 3019 Toupal Drive
 - c) New Retail Liquor Store license request by El Paso Liquor, Inc. d/b/a El Paso Liquor at 1101 E. Main Street (Continuation)
- 4) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**
- 5) **COUNCIL REPORTS**
- 6) **REPORTS BY CITY MANAGER AND CITY ATTORNEY**
- 7) **UNFINISHED BUSINESS**
- 8) **MISCELLANEOUS BUSINESS**
 - a) Modification of premises Ristras Restaurant & Cantina, LLC d/b/a Ristras Restaurant & Cantina at 516 Elm Street
 - b) New Retail Marijuana Store license application filed by Colorado Cannabis Associates, LLC d/b/a The Spot at 452 N. Commercial Street
 - c) Consideration of Contract Amendment for the Window and Door Restoration/Reconstruction of the Trinidad City (Historic) Water Works Building
 - d) Consideration of an agreement with McCool Development Solutions, LLC for the purpose of updating the City of Trinidad Comprehensive Plan, the Land Development Code and the Zoning Map
 - e) Appointments to the E911 Authority Board
 - f) First reading of an ordinance of the City Council of the City of Trinidad, Colorado, amending Article 11, Chapter 14, Section 14-201, Definitions, 12-201(y) "School" to offer the same protection to existing state-licensed daycare facilities as those offered to facilities meeting the school definition as it was originally adopted, and setting a hearing date for consideration of said ordinance
- 9) **BILLS**
- 10) **PAYROLL**, January 3, 2015 through January 16, 2015
- 11) **ADJOURNMENT**

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Audra Garrett, City Clerk, 135 N. Animas Street, Phone (719) 846-9843, or FAX (719) 846-4140. At least a 48 hour advance notice prior to the scheduled meeting would be appreciated so that arrangements can be made to locate the requested auxiliary aid(s).

The regular meeting of the City Council of the City of Trinidad, Colorado, was held on Tuesday, January 6, 2015, at 7:00 p.m. in City Council Chambers at City Hall.

There were present:	Mayor	Reorda, presiding
	Councilmembers	Bolton, Bonato, Fletcher, Mattie, Miles, Torres
Also present:	Acting City Manager	Garrett
	City Attorney	Downs
	Asst. City Clerk	Valencich

The pledge of allegiance was recited.

APPROVAL OF THE MINUTES. Regular Meeting of December 16, 2014 and Special Meeting of December 18, 2014. Councilmember Miles noted a correction to the regular meeting minutes on the second page, about fifteen lines down, Councilmember Bolton and seconded by Councilmember Miles. The motion carried unanimously.

PUBLIC HEARING. New Retail Marijuana Store license application and Retail Marijuana Cultivation Facility license application filed by M & M Distributing, LLC at 422 N. Commercial Street. Mayor Reorda declared the public hearing open. John Micheliza and Geraldine DeAngelis addressed Council. To City Attorney Downs' questioning, they testified that the two of them comprise M & M Distributing, LLC. The applications submitted were for a retail store and a retail cultivation facility. They have already received approval for a medical marijuana store and cultivation license. They have been open for business for medical marijuana. They have met all of the criteria to get those licenses. The address of the proposed facilities is 422 N. Commercial Street. They have been in business with a medical marijuana center license for about one month, having opened on or around December 5, 2014. They still have not registered a trade name and are operating under M & M Distributing, LLC. They are the only two principals in the Limited Liability Corporation. Both are keyed employees of the business and since the last time they were before Council they have added two additional keyed employees, having done everything required of them to become key employees. The names of the employees have been submitted to the City Clerk. Background checks were done on those employees. City Attorney Downs pointed out that the applicants' background checks were those used in the previous application. The applicants further testified that they have no additional financial backers and there have been no changes. They are still financing their own operation. They understand the requirement to notify the City and State of any new investors before they take on any other investor. The Judith A. Reyes Revocable Trust is the landlord and owner of the property. Ms. Reyes was their sister who passed away and the Trust is comprised of her children. The Trust rents to M & M Distributing, LLC. They have a two-year renewable lease. The Trust is aware that they are in the marijuana business. City Attorney Downs reminded the applicants that before they are in possession of a quantity of retail marijuana that they must have both the City and State licenses in hand. Ms. DeAngelis advised that they have not received their State licenses as of yet. City Attorney Downs reiterated that they cannot possess retail marijuana until they have been issued their licenses. The applicants testified that they are aware of their requirement to comply with municipal officials. They further testified that they acknowledge that in times of water austerity their water may be cut off. They have not yet begun cultivating medical marijuana. They will have a final inspection on Monday at 9:00 a.m. The required paperwork has been submitted to Building Official Chris Kelley. He will then bring the paperwork to the City and the Mayor has to sign off on it. They plan on cultivating retail and medical marijuana at the same time when they are finally ready. They were aware that they have an obligation to familiarize themselves with state law, local ordinances and Department of Revenue regulations regarding retail marijuana, just as is required of them for medical marijuana. Ignorance of the law is no excuse. They confirmed that all of the answers provided were truthful and all of the information contained in their application was likewise truthful. City Attorney Downs submitted to Council that the application stands on its own. Mayor Reorda asked if the two hearings can be combined. City Attorney Downs asked that they be combined. Mayor Reorda called for further comment. Mike Garrett addressed Council and stated that he had a few things he didn't have time to say a few weeks ago. He said he continues to talk to people around town who are very concerned with the number of licenses and the location of licenses going into effect. They don't believe a city of 9,000 people can support this many operations. They are counting on people coming in. What control is there over out of town people? If they are spending money that's good, but they may be driving around high. Several people are concerned about the number of licenses and the after effects. He said he's not sure there are enough officers for the traffic accidents and people coming into town. He concluded that as a Christian and church member there are people concerned with the number, location and repercussions. There's a lot of concern in the community. What will we do with the people in Trinidad if it gets out of control? Linda Barron addressed Council. She testified that she has known John Micheliza and Geri DeAngelis for about 30 years and they are good people who will do the right thing for our community. There being no further comment, the hearing was closed. Councilmember Fletcher made a motion to approve the licenses and the motion was seconded by Councilmember Miles. The motion carried with all Council Members voting aye except Councilmember Bonato who cast a dissenting vote. Mayor Reorda read the following into the record:

This matter came on for hearing on the application of M & M Distributing, LLC at 422 N. Commercial Street in Trinidad, Colorado, for a Retail Marijuana Store and Retail Marijuana Cultivation Facility, before the City Council of the City of Trinidad, Colorado, acting in its capacity as the local licensing authority on January 6, 2015, in City Council Chambers in City Hall. The City Council having reviewed the application and supporting documents, reports of the City Clerk and other City staff, evidence at the hearing and testimony taken during the hearing, makes the following **FINDINGS**:

1. The application is complete and signed by the applicant, and the applicant has paid the appropriate application and license fees.
2. The application appears to be in substantial compliance with all the requirements of Article 11, of Chapter 14 of the Trinidad Municipal Code. The applicant has testified to their willingness to comply with any and all areas of said Article whereby compliance at this time cannot be fully attained or substantiated.
3. According to the testimony of the applicant, the application does not contain any material misrepresentations.
4. The proposed retail marijuana businesses comply with applicable zoning regulations. The City Council hereby finds

that based upon the testimony of the applicant, the building in which the proposed retail marijuana business will be located will conform to the Trinidad City Codes, including the zoning code and all International Codes adopted by the City.

5. John Micheliza, Geri DeAngelis and Linda Barron testified in favor of granting the license. Mike Garrett spoke in opposition to the granting of the license.
6. The applicant through the facts and evidence adduced as a result of the City's investigation and testimony provided, made a prima facie showing the applicant partners are of good moral character and any employees of this entity will likewise be of good moral character.
7. The City Clerk's report showed that there are currently 12 medical and retail marijuana licenses overall approved within the City of Trinidad, with five ownerships, at five addresses.
8. Based on the evidence presented at the hearing and the investigative materials provided for the hearing, the City Council finds that the location of the businesses is appropriate, and that the applicant partners are of satisfactory moral character and there is a willingness by the applicant to fully cooperate with the officials of the City in the operation of these businesses.

THEREFORE, the City Council of the City of Trinidad, Colorado, as the local marijuana licensing authority, hereby approves and grants a Retail Marijuana Store License and a Retail Marijuana Cultivation Facility License at 422 N. Commercial Street in Trinidad, Colorado. The issuance of said licenses shall be withheld until a certificate of occupancy is issued by the Chief Building Official and upon his absolute confirmation of compliance with all codes adopted by the City of Trinidad. The licensee is not permitted to possess product in advance of the license being issued.

New Retail Liquor Store license request by El Paso Liquor, Inc. d/b/a El Paso Liquor at 1101 E. Main Street. Ioannis Smirmiotis addressed Council. To City Attorney Downs' questioning he testified that he is the only person involved in El Paso Liquor, Inc., the corporation that is proposed to hold the liquor license. Mr. Smirmiotis is the President of the corporation. As an individual he owns the building at 1101 E. Main Street and will rent it to El Paso Liquor, Inc. for a liquor store. He submitted the application as the principal on the corporation. He also submitted fingerprints to the City for the purpose of a background check. The prints had to be done twice because the first set wasn't good. The results of the prints are pending. A diagram was submitted as part of the application. He will have two employees who will help run the store. Mr. Smirmiotis is the current business owner of the Trinidad Diner and has been for the past 10 years. One of the two employees currently works in his restaurant and the other does not. They will help him understand the liquor laws in Colorado and the rules. Letters of recommendation were submitted as well as a petition with a lot of signature which he circulated. No one was opposed to the liquor store. City Attorney Downs submitted to Council the license application for their consideration. He reminded that it must be established that the needs of the neighborhood are not being met and that it is the desire of the adult inhabitants that the license be granted and that the license applicant is of good moral character. Their action should be conditioned on the background of the applicant coming back favorable. Councilmember Miles told Mr. Smirmiotis that the liquor laws are archaic. Some don't make sense. She told him that while he might understand the laws of other businesses, these were written in repeal of prohibition. She asked how he will comply with the laws. She told Mr. Smirmiotis that she understands them but has had to call Liquor Enforcement. She added that working in a store and being a manager of one are different things. City Attorney Downs stated that he understands that there is a language barrier. Mr. Smirmiotis runs a successful business in town but it is not a liquor business. Mr. Smirmiotis identified Cheryl Ash and Vonnice as people who will work for him. He could not recall Vonnice's last name. Councilmember Miles said she'd like to encourage Mr. Smirmiotis but in past hearings applicants have been asked about different aspects of the law. She said she is concerned that they haven't done that level of due diligence. City Attorney Downs suggested the matter be tabled to the next meeting where Council can meet with one of the employees. He pointed out that the employees will not be a principal on the license as the applicant wants to be the sole owner of the business. Councilmember Miles asked that he not take her wrong, explaining that she wants them all to play by the same rules. She said when she got her license she was asked questions about the laws and would like to have the same due diligence. City Attorney Downs asked Mr. Smirmiotis to come back in two weeks with one of his employees, explaining that he needs to be able to understand the liquor laws and requirements of him. Mr. Smirmiotis told Council that he trusts his employees. City Attorney Downs told him that he will be relying on his employees to tell him what the liquor laws are. Council needs him to know the liquor laws. Mayor Reorda encouraged the applicant to bring both employees back with him. He needs to make sure he knows what is happening so he doesn't get in trouble. Councilmember Miles added that if he breaks certain codes he could get fined or even go to jail. A motion to table the public hearing for two weeks was made by Councilmember Bolton and seconded by Councilmember Miles. The motion carried unanimously. The applicant was instructed to reappear on January 20, 2015 at 7:00 p.m.

PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN. None.

COUNCIL REPORTS. Councilmembers Mattie, Bonato, Fletcher, Miles, Torres and Mayor Reorda had nothing to report.

Councilmember Bolton announced that Margaret Hunt, Executive Director of Colorado Creative Industries (CCI) and representatives from the Boettcher Foundation, ArtSpace and Department of Local Affairs will be here for a site visit for a potential art space program in Trinidad on January 19th. They will be flying in.

REPORTS BY CITY MANAGER. Meetings. Acting City Manager Garrett reminded Council of the Southern Colorado Working Group meeting on Wednesday, January 14, 2015 at 9:30 a.m. at the County Courthouse, Room 201. Upon inquiry she reminded that this involves officials from Fort Carson. Council's attention was also called to the Action 22 Legislative Day at the Capitol invitation on February 12th from 9:00 a.m. to 4:00 p.m. Regarding the meeting CCI, Boettcher Foundation and ArtSpace announcement Councilmember Bolton made, she advised that the visit will be from 1:45 p.m. until 4:30 p.m. Finally at Council's seating places she called to their attention the invitation to the Trinidad History Museum Listening Session on January 23rd from 2:00 to 4:30 p.m. Mayor Reorda encouraged Council to attend the Southern Colorado Working Group meeting because there's a concern with the farmers and ranchers that this is viable in our community. They will be doing drones at Fort Carson and it is possible that they can do the same thing here. They want to staff it more and give more exposure.

REPORTS BY CITY ATTORNEY. Pleadings. City Attorney Downs reminded Council that he sent them an e-mail with legal pleadings and provided hard copies to Councilmember Torres and Mayor Reorda. He said he didn't want to comment further other than he is awaiting personal service for all individuals named. A Response was filed twenty minutes before midnight.

UNFINISHED BUSINESS. None.

MISCELLANEOUS BUSINESS. Designation of locations for required posting of public meetings. Councilmember Bolton made a motion to designate City Hall and the Carnegie Public Library as the posting locations. The motion was seconded by Councilmember Bonato and carried unanimously upon roll call vote.

Liquor store license renewal request by Linda T. Anderson Barron d/b/a Mountain Liquor & General Store at 1144 Robinson Avenue. Linda Barron was present. A motion to approve the license renewal was made by Councilmember Bonato and seconded by Councilmember Fletcher. Roll call was taken and the motion carried unanimously.

Hotel and restaurant liquor license renewal request by Mission at the Bell Restaurant, Inc. d/b/a Mission at the Bell Restaurant at 134 W. Main Street, #14. Jude Lucero and Attorney Rudy Reveles were present on behalf of the licensee. Councilmember Bolton asked if the vented hood inspection had taken place yet. Mr. Lucero answered that it has not however, it is in the works. Councilmember Bolton moved for the license renewal and Councilmember Fletcher seconded the motion. The motion carried unanimously upon roll call vote.

Retail Marijuana Store license application filed by Emerald City Wellness, LLC d/b/a Emerald City at 520 Nevada Avenue. Councilmember Bolton made a motion to set the new retail marijuana store license application for public hearing on February 17, 2015 at 7:00 p.m. Councilmember Fletcher seconded the motion. Upon roll call vote the motion carried unanimously.

Retail Marijuana Cultivation Facility license application filed by Emerald City Wellness, LLC d/b/a Emerald City at 123 Pine Street. Mayor Reorda asked if there are two locations for one business. City Attorney Downs said the cultivation location is different from the store location. It is allowable provided they have the security plan, etc. Councilmember Bonato noted at the 520 Nevada Avenue location has Trinidad Janitor Supply on one side. Chris Kokjohn is the owner. Councilmember Bonato said there may be a concern about Mr. Kokjohn continuing to receive freight in the back of the building in the alley. He asked the applicant if he's talked to Mr. Kokjohn. The representative present advised that they will not be using the alley, just the front door of their building because that is their retail location. Councilmember Bolton made a motion to set the new retail marijuana cultivation facility license application for public hearing on February 17, 2015 at 7:00 p.m. Councilmember Fletcher seconded the motion. Upon roll call vote the motion carried unanimously.

Appointment to the Planning, Zoning and Variance Commission. Councilmember Mattie, reminded that Jim Begano had been screened for an earlier vacancy. He moved for the appointment of Mr. Begano. Councilmember Bonato seconded the motion, which carried unanimously upon roll call vote.

Memorial Resolution acknowledging the contributions of Herman J. Heise upon his passing. Councilmember Bonato thanked Council for giving him the honor and privilege of reading the Resolution. He told Council that he served with Mr. Heise in 2000. Councilmember Bonato read the resolution into the record. Councilmember Bolton moved to adopt the resolution and the motion was seconded by Councilmember Fletcher. Upon roll call the motion carried unanimously.

RESOLUTION NO. 1447

A MEMORIAL RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, ACKNOWLEDGING THE CONTRIBUTIONS OF HERMAN J. HEISE UPON HIS PASSING

WHEREAS, Almighty God, in His infinite wisdom, has seen fit to take Herman J. Heise from this earthly life; and

WHEREAS, during his lifetime, Herman J. Heise, distinguished himself as a civil servant and civic leader. He shared his special kindness with everyone he met; and

WHEREAS, Herman J. Heise, faithfully served the people of the City of Trinidad as a City Councilmember from January, 2002 to March, 2006. He was instrumental in establishing the Youth Advisory Council, which exists still today; and

WHEREAS, upon the passing of Herman J. Heise, the City of Trinidad wishes, by this Resolution to acknowledge his many contributions to the community and to express its regret and sorrow to the Family of Herman J. Heise.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

The Mayor and City Council do hereby extend their condolences to the Family of Herman J. Heise and by this Resolution do hereby remember the many outstanding contributions made by him to the Trinidad Community.

BE IT FURTHER RESOLVED that this Resolution shall become a part of the official minutes of the proceedings of the Trinidad City Council and a copy of the same shall be provided to the Family of Herman J. Heise

INTRODUCED, READ AND ADOPTED this 6th day of January, 2015.

/s/ JOSEPH A. REORDA, Mayor

/s/CAROL BOLTON, Mayor Pro Tem

/s/JOE BONATO, Councilmember

/s/PAT FLETCHER, Councilmember

/s/ANTHONY MATTIE, Councilmember

/s/MICHELLE MILES, Councilmember

/s/LIZ TORRES, Councilmember

Resolution adopting and entering into the Trust Agreement for the Colorado Firefighter Heart and Circulatory Benefits Trust and taking other actions in connection therewith. Councilmember Fletcher moved to adopt the resolution and

RESOLUTION NO. 1448

A RESOLUTION ADOPTING AND ENTERING INTO THE TRUST AGREEMENT FOR THE COLORADO FIREFIGHTER HEART AND CIRCULATORY BENEFITS TRUST AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH

Ratification of Collective Bargaining Agreements – General Services – 1074-A, Police – 1074-B, and Fire–1074-C, January 1, 2015 through December 31, 2017. Councilmember Bolton called upon Union President Lee Hadaway to come forward and speak to Council about negotiations this year. She reminded that last year was a nightmare and they were still fighting at this time. Mr. Hadaway addressed Council. He said what a difference a year makes. A year ago this time they still had furloughs on the table and they were digging and scratching and fighting to avoid them. This year they got a little raise and attitudes changed 180 degrees. He credited much of the change to City Council and also to the Acting City Manager. He continued that to this point he didn't believe there had been enough credit given to Acting City Manager Garrett. The whole negotiation process was one of mutual respect. They didn't go in looking for or expecting a fight. In the past six months there has been more happening around town than in the past two and one-half years. He noted that Council is getting ready to fill the City Manager vacancy. He pleaded with Council to do their due diligence and not end up with a fiasco. The City employees are happier and are fairly content. He thanked Council for the two Fridays they gave the City employees and said they were appreciated. He suggested they continue forward and not look back. Councilmember Mattie said working together we've gotten something done. Many things can get done. Regarding the comment that the employees are mostly happy and content, he asked that Mr. Hadaway relay to them that they are respected and valued as well. Mr. Hadaway said with every City Manager the City has had since he's been Union President as soon as that person came through the door he sat down with him and said he wanted to work together. There are a lot of non-union employees who work for the City and don't have a say. He said he feels that he represents the Union as well as those non-union employees. There has not been animosity in the last six months and we are headed in the right direction. Councilmember Bolton moved to ratify all three agreements. Councilmember Bonato seconded the motion, which upon roll call vote carried unanimously. Acting City Manager Garrett commended Council for their part in the negotiations and cooperation with the union and she commended the great City employees the City has.

Appointment to the Southern Colorado Economic Development District (SCEDD) Board of Directors (Louis Fineberg, Planning Director). Councilmember Fletcher moved to re-appoint Planning Director Louis Fineberg and Councilmember Bolton seconded the motion. Upon roll call vote the motion carried unanimously.

Announcement of City Manager finalists. Councilmember Bolton made a motion to name the five finalists and Councilmember Fletcher seconded the motion. Upon roll call vote the motion carried unanimously. City Attorney Downs named the finalists as follows: Walter T. Boulden, Trinidad, Colorado; Gabriel L. England, Gilbert, Arizona; Steven B. Golnar, Loveland, Colorado; Lawrence D. Lochard, Trinidad, Colorado; and Tara Marshall, Trinidad, Colorado. Discussion was held regarding the interview process. City Attorney Downs advised that the CCI event only needs Council involvement from 1:45 to 4:30 on January 19th. He suggested they hold four interviews that morning beginning at 8:00 a.m. each for one hour and fifteen minutes and end at 1:00 p.m. Thereafter Council can get a quick lunch and attend the CCI meeting. The fifth interview could then be held after the meeting with the dignitaries. Mayor Reorda asked if they will have a list of questions. City Attorney Downs said he has questions from past interviews and will get them to Council in advance. Councilmember Miles said she'd like to ask resume-specific questions. City Attorney Downs said employment history questions are fine. He added that he will have their background information and will have questions about past employment history. Councilmember Miles asked if she could ask her own questions. Councilmember Bolton asked if once the list is compiled and is presented to Council they can make recommendations for additional questions. City Attorney Downs responded affirmatively. Councilmember Mattie noted that in his experience they would be required to ask the same introductory questions, but if an answer begs a follow up question, they could do that. Mayor Reorda instructed City Attorney Downs to get a list of questions to Council that they could add to it. City Attorney Downs said he would also confer with CIRSA. Discussion was held concerning whether the interviews should be held in open session or executive session. City Attorney Downs recommended that the interviews be conducted in executive session. Each member of Council expressed their opinion and the majority thought it best to hold them in executive session.

CCI Visit. Councilmember Fletcher pointed out that Margaret Hunt from Colorado Creative Industries impressed the importance of all of the City's officials being present and said support and enthusiasm goes a long way.

BILLS. Councilmember Bolton moved to approve the bills and Councilmember Torres seconded the motion. The motion carried unanimously upon roll call vote.

PAYROLL, December 20, 2014 through January 2, 2015. A motion to approve the payroll was made by Councilmember Bolton and seconded by Councilmember Fletcher. Roll call was taken and the motion carried unanimously.

EXECUTIVE SESSION – For a conference with the City's attorney(s) for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Contract compliance. Councilmember Fletcher made motion to recess into executive session for the stated purpose and Councilmember Miles seconded the motion. Upon roll call vote the motion carried unanimously and the executive session ensued at 8:12 p.m. Upon conclusion of executive session at 8:32 p.m. Councilmember Fletcher moved to resume the regular meeting and Councilmember Bolton seconded the motion. The motion carried unanimously.

I, Les S. Downs, City Attorney for the City of Trinidad, do hereby attest that the executive session held on this 6th day of January, 2015, was permissible under CRS Section 24-6-402 (4)(b).

As City Attorney, it is my opinion that the discussion of the matter announced in the motion to enter into executive session constituted a privileged attorney-client communication. Therefore, it is my recommendation that no further record

Les S. Downs
City Attorney

Councilmember Miles stated that it bothers her that people in Colorado Springs are paying \$1.95 for gas and we are paying \$2.40. In the past the spread has been 5-10% but now it is 20%. The City has opened an inquiry with the Attorney General on price fixing in the past but all they have to say is market concentration. However, she asked City Attorney Downs to look into it. People will not stop in Trinidad.

ADJOURNMENT. There being no further business to come before Council, a motion to adjourn the regular meeting was made by Councilmember Bonato and seconded by Councilmember Bolton. The meeting was adjourned by unanimous roll call vote of Council.

ATTEST:

JOSEPH A. REORDA, Mayor

DONA VALENCICH, Asst. City Clerk

The City Council of the City of Trinidad, Colorado met in Special Session on Tuesday, January 13, 2015, at 12:00 p.m. in City Council Chambers at City Hall pursuant to the following call:

CITY OF TRINIDAD
TRINIDAD, COLORADO

SPECIAL MEETING

There will be a Special Meeting of the City Council of the City of Trinidad, Colorado, on Tuesday, January 13, 2015, at 12:00 p.m. in the Council Chambers at City Hall

The following items are on file for consideration of City Council:

- 1) Executive session
 - a) For discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees – City Manager applicant interview
 - b) For a conference with the City's attorney(s) for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Pending litigation

The meeting was called to order at 12:00 p.m.

Roll call was taken.

There were present:	Mayor	Reorda, presiding
	Councilmembers	Bonato, Fletcher, Mattie, Torres
Also present:	Acting City Manager	Garrett
	City Attorney	Downs
	Acting City Clerk	Valencich
Absent:	Councilmember	Bolton (Councilmember Bolton entered the meeting after roll call at approximately 12:10 p.m.)

Executive session - For discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees – City Manager applicant interview; and for a conference with the City's attorney(s) for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Pending litigation. The executive session ensued at 12:01 p.m. Councilmember Bolton entered the meeting at approximately 12:10 p.m. That portion of the executive session pertaining to personnel matters was electronically recorded as required by the Open Meetings Law.

I, Les S. Downs, City Attorney for the City of Trinidad, do hereby attest that the executive session held on this 13th day of January, 2015, was permissible under CRS Section 24-6-402 (4)(b).

As City Attorney, it is my opinion that the discussion of the matter announced in the motion to enter into executive session constituted a privileged attorney-client communication. Therefore, it is my recommendation that no further record be kept of this executive session.

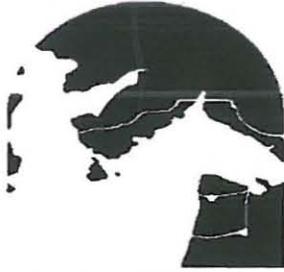
Les S. Downs
City Attorney

Upon conclusion of executive session at 1:58 p.m., Councilmember Miles moved to go out of executive session and resume the special meeting. Councilmember Bolton seconded the motion and upon a unanimous roll call vote, the special meeting resumed and was adjourned.

ATTEST:

JOSEPH A. REORDA, Mayor

DONA VALENCICH, Acting City Clerk



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

3a-b

CITY COUNCIL MEETING: January 20, 2015
PREPARED BY: Audra Garrett, ACM/City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*

SUBJECT: PUBLIC HEARING

- a) New Retail Marijuana Store license application filed by Canna Company, Inc. d/b/a CannaCo Company at 3019 Toupal Drive
- b) New Retail Marijuana Cultivation Facility license application filed by Canna Company, Inc. d/b/a CannaCo Company at 3019 Toupal Drive

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Conduct the public hearing. City Council may take up to 30 days thereafter to render a decision on the application.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: This is an application for new licenses.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- This is a quasi-judicial matter and as such Council should only consider evidence and testimony provided during the public hearing.

3a-b



INVESTIGATIVE REPORT

Applicant: Canna Company, Inc.

Business Name: CannaCo

Business Address: 3019 Toupal Drive – Community Commercial zoning

Officers/Owners: Cynthia L. Genova, 500 Garrison Street, Lakewood, CO
80226

Date of Application: December 5, 2014

Date Application Filed
with Local Authority: December 16, 2014

Type of Request: New License

Type of License(s): Retail Marijuana Store
Retail Marijuana Cultivation Facility

Hearing Date: Tuesday, January 20, 2015, 7:00 p.m.

APPLICATION CONTENTS -

Applicant's Documents: City of Trinidad Retail Marijuana License Application
CUP Approval
Lease Agreement
Verified Consent of Property Owners for the Submission of
an Application for Marijuana Business
Articles of Incorporation and Amendment
Certificate of Good Standing
Statement of Trade Name

Applicant's Documents:

(Cont.)

Board Meeting Minutes
Shareholder Meeting Minutes
Corporate Bylaws
Resolution of Shareholder C Corp. Status
Waiver of Notice Board of Directors Meeting
Waiver of Notice First Shareholders Meeting
Sales Tax License
Diagram of Premises (Aerial Photograph, Plot Plan, Building
Interior, Site Overview)
Individual History Record
Fingerprints
Security Alarm – contract to be provided prior to license
issuance – basic layout provided
Exterior Security Lighting Plan
Colorado Business Retail Marijuana License Application
Colorado Retail Marijuana License Bond

City Documents:

Notices of Public Hearing
Certificates of Mailing
Proof Publication on 12/15/14
Certificates of Posting
Departmental Reports

LOCAL FEES -

Local Fees Retail Marijuana Store:

Investigation	\$2500.00
License	<u>2500.00</u>
Total	\$5000.00

Local Fees Retail Marijuana Cultivation Facility:

Investigation	\$2500.00
License	<u>2500.00</u>
Total	\$5000.00

Local Fees

\$1.00 per square foot cultivation fee x 5000 = \$5000

TOTAL **\$15,000.00**

Local fees have been paid. Applicant has been advised the City's investigation fee is non-refundable and in the event the license is denied, license fees only shall be refunded.

ZONING –

The proposed premise is zoned Community Commercial, one of the appropriate zoning designations for location of a marijuana business pursuant to the Trinidad Municipal Code. Conditional Use Permit requests were heard by the Planning Commission on 10/14/14 and denied. Upon appeal the Conditional Use Permits were ultimately approved subject to four conditions identified within the Staff Report dated 10/14/14 from the Planning Department. Abbreviated, the applicant must 1) comply with all state and local laws, rules, regulations relative to the operation of their business; 2) an air filtration plan must be submitted and approved by the Building Inspector; 3) the conditional use permit must be put into effect within one year or it will expire; 4) the applicant must comply with the reasonable requirements of all City officials with respect to establishment and operation of their business.

LEASE AGREEMENT -

The lease agreement is between the John H. and Marcia M. Lackey Revocable Trust, landlord, and Canna Company, Inc., tenant. The term extends from January 1, 2015 through March 15, 2018. A letter of intent from the property owners was submitted and supplemented by a notarized statement consenting to the submission of an application for a marijuana business as required by the Trinidad Municipal Code.

CORPORATE DOCUMENTS –

Dated-stamped Articles of Organization for Forever Green Limited are provided. Date-stamped Articles of Amendment changing the name of the corporation from Forever Green Limited to Canna Company are additionally provided, as well as a Certificate of Good Standing issued by the Colorado Secretary of State. A Statement of Trade Name of a Reporting Entity indicates Canna Company, Inc., has registered the trade name CannaCo under which they will operate. Corporate minutes and bylaws were included.

SALES TAX LICENSE -

Sales Tax License #30460950-0000 was verified.

DIAGRAM OF PREMISES -

The diagrams identify the proposed premises, which is a ground level facility with a

mezzanine. It identifies a cultivation area, sales area, waiting area, office, storage and packaging area, and a second storage and packaging area. There is a second diagram showing the mezzanine which is proposed for storage and packaging. The cultivation, office, storage and packaging areas are accessible only to licensed employees. The sales area will be accessible to registered customers only and the waiting area is proposed to be an open area, accessible to the general public. The Retail Store and Retail Marijuana Cultivation Facility are shown as areas adjoining each other all within the confines of 3019 Toupal Drive. Initial plans indicate the proposed location of the security cameras, however, based upon final inspection from the Colorado Marijuana Division and the City Building and Fire Departments, those locations are subject to change. The overall footprint of the building is approximately 12,600 square feet. Also included was an aerial photograph of the site, a plot plan, building interior drawing and site overview. A security alarm system agreement will be required prior to issuance of the license. An exterior security lighting plan proposal was submitted pursuant to the City's requirements.

OWNERSHIP INFORMATION/BACKGROUNDS FINGERPRINTING -

Fingerprint cards were submitted to CBI/FBI on 12/11/14. Results have not yet been received for Cynthia Louise Genova from CBI/FBI. Local database checks done by the TPD found no records.

RESIDENCY REQUIREMENT -

Cynthia Louise Genova, the Chairwoman and 100% common stock owner of Canna Company, Inc., meets the two-year Colorado residency requirement to hold a marijuana license.

COLORADO RETAIL MARIJUANA LICENSE DOCUMENTS -

Copies of the entity's Colorado licensing documents were a required submittal with the City's application to obtain complete applicant information without redundancy. Those documents include the license applications and license bond.

NOTICES OF HEARING -

Mailed to applicant – 12/22/14.
Published – 12/30/14.
Posted on the premises – 1/5/15

DEPARTMENTAL REPORTS -

Fire Chief Tim Howard indicated on 12/29/14 that the applicant will need a final inspection after they remodel and before they open.

Building Inspector Chris Kelley indicated that he lacks building plans as of 1/9/15.

Police Chief Charles Glorioso on 12/29/14 also indicates that inspections must be completed by the department at the completion of the renovation/construction.

Periodic inspections will continue throughout the process. Issuance of the license will only be done upon final approvals of all three departments and issuance of the Certificate of Occupancy.

OTHER REVELANT CONCERNS -

SCHOOL DISTANCES –

There is a 1,000-foot limitation from a school for any marijuana business. The nearest school property is Fishers Peak Elementary which is 5,007.86 feet from the nearest point of this property.

STATE HIGHWAY ACCESS PERMIT –

A concern was previously raised concerning traffic. A copy of the CDOT issued permit was provided.

STATE LICENSES –

The Colorado Department of Revenue Marijuana Enforcement Division has conditionally approved the Retail Store and Retail Cultivation Facility and provided the City with copies of the licenses.

LICENSED OUTLETS WITHIN THE CITY –

The following licenses have been approved to date within the City limits:

M & M Distributing, LLC, 422 N. Commercial Street	Medical Center
M & M Distributing, LLC, 422 N. Commercial Street	Medical Optional Premise Cultivation Operation
M & M Distributing, LLC, 422 N. Commercial Street	Retail Store
M & M Distributing, LLC, 422 N. Commercial Street	Retail Cultivation Facility

T.P. Main Street, LLC, 821 E. Main Street
T.P. Main Street, LLC, 821 E. Main Street

T.P. Main Street, LLC, 821 E. Main Street

Trinidad's Higher Calling U, LLC, 1000 Independence Rd.
Trinidad's Higher Calling U, LLC, 1000 Independence Rd.
Trinidad's Higher Calling U, LLC, 1000 Independence Rd.
Trinidad's Higher Calling U, LLC, 1000 Independence Rd.

Trinidad's Higher Calling U, LLC, 1000 Independence Rd.

Peaceful Herbs, Ltd., LLC, 124 Santa Fe Trail
Southern Colorado Therapeutics, 1505 Santa Fe Trail

Medical Center
Medical Optional Premise
Cultivation Operation
Medical Infused-Products
Manufacturer
Medical Center
Retail Store
Retail Cultivation Facility
Retail Product
Manufacturing Facility
Medical Marijuana
Optional Premise
Cultivation Operation
Retail Marijuana Store
Retail Marijuana Store

Dated this 13th day of January, 2015.

CITY OF TRINIDAD, COLORADO



Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 13th day of January, 2015, I mailed a copy of the Investigative Report, by Certified Mail, to:

Canna Company, Inc.
d/b/a CannaCo
8210 Cherry Blossom Drive
Windsor, CO 80550
Certified Mail #7014 2120 0004 1880 9850


Audra Garrett, City Clerk

STORE



CITY OF TRINIDAD

City Clerk's Office
135 N Animas St
P.O. Box 880
Trinidad, Colorado 81082
719-846-9843

RETAIL MARIJUANA LICENSE APPLICATION		
<input checked="" type="checkbox"/> New License Application Fee	\$2,500.00	<input checked="" type="checkbox"/> License Fee/Renewal Fee \$2,500.00
<input type="checkbox"/> Transfer of Ownership Application Fee	\$1,500.00	<input type="checkbox"/> Change of Location \$1,500.00
<input type="checkbox"/> \$1.00 per square foot cultivation fee	_____	Square feet = \$ _____
<input type="checkbox"/> Expansion of cultivation area @ \$1.00 per square foot charge for that additional area \$ _____		
LICENSE TYPE		
<input checked="" type="checkbox"/> Marijuana Store	<input type="checkbox"/> Marijuana Product Manufacturing Facility	
<input type="checkbox"/> Marijuana Cultivation Facility	<input type="checkbox"/> Marijuana Testing Facility	
TYPE OF BUSINESS		
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual*
<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Other	
*Sole Proprietorship (Individual) – Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID)		

Applicant (Corporation/LLC) CANNA COMPANY

Applicant (Sole Proprietor) _____

Trade Name of Establishment (DBA) CANNA CO

Address of Premise 3019 TOUPAL DR TRINIDAD CO 81082

Mailing Address _____

Telephone 719-680-8087 Email Address JOSH@CANNA.CO.COM

Contact Person/Manager JOSH BLEEM Title GENERAL MANAGER

Telephone 719-680-8087 Email Address JOSH@CANNA.CO.COM

Does the Applicant have legal possession of the premise for at least one (1) year from the date that this license will be issued by virtue of ownership, lease or other arrangement?

- Ownership Lease Other (explain in detail)

R12/5/14

If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:**

Landlord	Tenant	Expires
<u>JOHN & MARCIA M. LACEY TRUST</u>	<u>CANNA COMPANY</u>	<u>MAR 15, 2018</u>

****If premises are leased, attach notarized consent by the owner of the property to the licensing of the premises for a retail marijuana facility.**

ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH APPLICATION

Individual History Records attached and completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Retail Marijuana License.

1. Fingerprinting by the Trinidad Police Department for:
 - all general partners of a partnership and limited partners owning 10% (or more) of a partnership;
 - all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation;
 - all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company; and
 - all managers and employees of a Retail Marijuana License with the appropriate fee payable to Colorado Bureau of Investigation (currently \$39.50, March, 2014)
2. Lease or Deed – Evidence of Possession *SEE APPENDIX E, STATE APPLICATION*
3. Conditional Use Permit approval *YES - CANNA CO*
4. Copy of alarm system contract *LETTER OF INTENT TO EXECUTE PENDING OCCUPANCY*
5. Copy of state sales tax license *SEE APPENDIX A, STATE APPLICATION*
6. Certificate of Good Standing *SEE APPENDIX A, STATE APPLICATION*
7. Affidavit of Lawful Presence (Sole Proprietors only)
8. Diagram of Premises: *SEE APPENDIX F, STATE APPLICATION*
 - A floor plan, drawn to scale on 8-1/2 x 11" paper, showing the layout of the center and the principal uses of the floor area. Floor plan must include location of lighting and cameras required by state rules.

A one-time fee of \$1.00 per square foot of that portion of the licensed premises in which plants are located for cultivation purposes, including greenhouses, shall be due to the City. Any expansion of the licensed premises in which plants are located for cultivation purposes shall result in an additional \$1.00 per square foot charge for that additional area.

9. Copy of State Application with attachments *SEE ATTACHED, SUBMITTED OCT 20, 2014*

LIST OF OWNERS, OFFICERS, MANAGERS, EMPLOYEES & OTHERS WITH DIRECT OR INDIRECT FINANCIAL INTEREST

1. Name: CYNTHIA L. GENOVA Title: CHAIR WOMAN
Address: [REDACTED] LAKEWOOD CO 80226
Financial Interest: 100% OWNERSHIP, COMMON STOCK

2. Name: _____ Title: _____
Address: _____
Financial Interest: _____

3. Name: _____ Title: _____
Address: _____
Financial Interest: _____

4. Name: _____ Title: _____
Address: _____
Financial Interest: _____

5. Name: _____ Title: _____
Address: _____
Financial Interest: _____

6. Name: _____ Title: _____
Address: _____
Financial Interest: _____

7. Name: _____ Title: _____
Address: _____
Financial Interest: _____

The applicant hereby acknowledges that the applicant and its owners, officers, and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances, that the City of Trinidad accepts no legal liability in connection with the approval and subsequent operation of the retail marijuana business; and that the application and documents submitted for other approvals relating to the retail marijuana business operation are subject to disclosure in accordance with the Colorado Open Records Act.

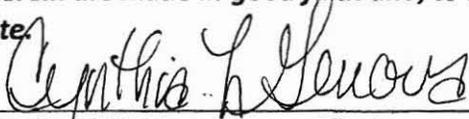
By accepting a license issued pursuant to this ordinance, a licensee releases the City, its officers, elected officials, appointed officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of dispensary owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations.

By accepting a license issued pursuant to this ordinance a licensee, jointly and severally if more than one, agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the retail marijuana business that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

I declare, under penalty of perjury, that this application has been examined by me; that the statements made herein are made in good faith and, to the best of my knowledge and belief, true, correct and complete.

Signed: _____

(Must be signed by Individual Owner, Partner, or Officer)



Title: _____

CHAIR WOMAN

Printed Name: _____

CYNTHIA L. GENOVA

Date: _____

12/4/2014



City of Trinidad, Colorado
1872

**CITY OF TRINIDAD, COLORADO
OFFICE OF THE CITY CLERK**

**LICENSEE'S STATEMENT REGARDING KNOWLEDGE
OF THE STATE OF COLORADO'S RETAIL MARIJUANA CODES AND
REGULATIONS AND THE CITY OF TRINIDAD'S ORDINANCES AND LOCAL
RULES OF PROCEDURE GOVERNING RETAIL MARIJUANA BUSINESSES**

The Local Licensing Authority, as the enforcement agency for the for the City of Trinidad, expects a Retail Marijuana Business licensee to be knowledgeable of the State of Colorado's and the City of Trinidad's Retail Marijuana laws, codes, regulations and ordinances and to seek further clarification of such information if necessary.

I, CANNA COMPANY, hereby state that I have read Article 43.4 of Title 12, C.R.S., as amended, and the regulations promulgated thereunder, and the City of Trinidad Municipal Code regarding general business licensing and Retail Marijuana business licensing and understand the contents thereof.

CANNA COMPANY
Printed Name of Licensee

Cynthia Guerrero, Chairwoman
Authorized Signature of Licensee/Title

12/5/14
Date

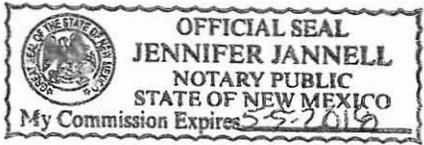
STATE OF New Mexico)
COUNTY OF Colfax)

ss.

Subscribed and sworn to before me this 5 day of December, 2014.

Jennifer Jannell
Notary Public Signature

My Commission Expires: 5-5-2019





CITY OF TRINIDAD

City Clerk's Office
 135 N Animas St
 P.O. Box 880
 Trinidad, Colorado 81082
 719-846-9843

RETAIL MARIJUANA LICENSE APPLICATION		
<input checked="" type="checkbox"/> New License Application Fee	\$2,500.00	<input checked="" type="checkbox"/> License Fee/Renewal Fee \$2,500.00
<input type="checkbox"/> Transfer of Ownership Application Fee	\$1,500.00	<input type="checkbox"/> Change of Location \$1,500.00
<input checked="" type="checkbox"/> \$1.00 per square foot cultivation fee	<u>5000</u>	Square feet = \$ <u>5000.00</u>
<input type="checkbox"/> Expansion of cultivation area @ \$1.00 per square foot charge for that additional area \$ _____		
LICENSE TYPE		
<input type="checkbox"/> Marijuana Store	<input type="checkbox"/> Marijuana Product Manufacturing Facility	
<input checked="" type="checkbox"/> Marijuana Cultivation Facility	<input type="checkbox"/> Marijuana Testing Facility	
TYPE OF BUSINESS		
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual*
<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Other	
*Sole Proprietorship (Individual) – Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID)		

Applicant (Corporation/LLC) CANNA COMPANY

Applicant (Sole Proprietor) First Name Middle Initial Last Name

Trade Name of Establishment (DBA) CANNA Co

Address of Premise 3019 FOYAL DR TRINIDAD CO 81082

Mailing Address _____

Telephone 719-680-8087 Email Address JOSH @ CANNA.CO.COM

Contact Person/Manager JOSH BLEEM Title GENERAL MANAGER

Telephone 719-680-8087 Email Address JOSH @ CANNA.CO.COM

Does the Applicant have legal possession of the premise for at least one (1) year from the date that this license will be issued by virtue of ownership, lease or other arrangement?

Ownership Lease Other (explain in detail)

If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:**

Landlord	Tenant	Expires
<u>JOHN & MARCIA M. LACKEY TRUST</u>	<u>CANNA COMPANY</u>	<u>MAR 15, 2018</u>

**If premises are leased, attach notarized consent by the owner of the property to the licensing of the premises for a retail marijuana facility.

ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH APPLICATION
--

Individual History Records attached and completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company MANAGING members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Retail Marijuana License.

1. Fingerprinting by the Trinidad Police Department for:
 - all general partners of a partnership and limited partners owning 10% (or more) of a partnership;
 - all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation;
 - all limited liability company MANAGING members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company; and
 - all managers and employees of a Retail Marijuana License with the appropriate fee payable to Colorado Bureau of Investigation (currently \$39.50, March, 2014)
2. Lease or Deed – Evidence of Possession *SEE APPENDIX E, STATE APPLICATION*
3. Conditional Use Permit approval *YES - CANNA CO*
4. Copy of alarm system contract *LETTER OF INTENT TO EXECUTE PENDING OCCUPANCY*
5. Copy of state sales tax license *SEE APPENDIX A, STATE APPLICATION*
6. Certificate of Good Standing *SEE APPENDIX A, STATE APPLICATION*
7. Affidavit of Lawful Presence (Sole Proprietors only)
8. Diagram of Premises: *SEE APPENDIX F, STATE APPLICATION*
 - A floor plan, drawn to scale on 8-1/2 x 11" paper, showing the layout of the center and the principal uses of the floor area. Floor plan must include location of lighting and cameras required by state rules.

A one-time fee of \$1.00 per square foot of that portion of the licensed premises in which plants are located for cultivation purposes, including greenhouses, shall be due to the City. Any expansion of the licensed premises in which plants are located for cultivation purposes shall result in an additional \$1.00 per square foot charge for that additional area.
9. Copy of State Application with attachments *SEE ATTACHED, SUBMITTED OCT 20, 2014*

LIST OF OWNERS, OFFICERS, MANAGERS, EMPLOYEES & OTHERS WITH DIRECT OR INDIRECT FINANCIAL INTEREST

1. Name: CYNTHIA L. GENOVA Title: CHAIR WOMAN
Address: [REDACTED] LAKEWOOD CO 80226
Financial Interest: 100% OWNERSHIP, COMMON STOCK

2. Name: _____ Title: _____
Address: _____
Financial Interest: _____

3. Name: _____ Title: _____
Address: _____
Financial Interest: _____

4. Name: _____ Title: _____
Address: _____
Financial Interest: _____

5. Name: _____ Title: _____
Address: _____
Financial Interest: _____

6. Name: _____ Title: _____
Address: _____
Financial Interest: _____

7. Name: _____ Title: _____
Address: _____
Financial Interest: _____

The applicant hereby acknowledges that the applicant and its owners, officers, and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances, that the City of Trinidad accepts no legal liability in connection with the approval and subsequent operation of the retail marijuana business; and that the application and documents submitted for other approvals relating to the retail marijuana business operation are subject to disclosure in accordance with the Colorado Open Records Act.

By accepting a license issued pursuant to this ordinance, a licensee releases the City, its officers, elected officials, appointed officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of dispensary owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations.

By accepting a license issued pursuant to this ordinance a licensee, jointly and severally if more than one, agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the retail marijuana business that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

I declare, under penalty of perjury, that this application has been examined by me; that the statements made herein are made in good faith and, to the best of my knowledge and belief, true, correct and complete.

Signed: Cynthia L. Genova Title: CHAIR WOMAN
(Must be signed by Individual Owner, Partner, or Officer)

Printed Name: CYNTHIA L. GENOVA Date: 12/4/2014



City of Trinidad, Colorado
1878

**CITY OF TRINIDAD, COLORADO
OFFICE OF THE CITY CLERK**

**LICENSEE'S STATEMENT REGARDING KNOWLEDGE
OF THE STATE OF COLORADO'S RETAIL MARIJUANA CODES AND
REGULATIONS AND THE CITY OF TRINIDAD'S ORDINANCES AND LOCAL
RULES OF PROCEDURE GOVERNING RETAIL MARIJUANA BUSINESSES**

The Local Licensing Authority, as the enforcement agency for the for the City of Trinidad, expects a Retail Marijuana Business licensee to be knowledgeable of the State of Colorado's and the City of Trinidad's Retail Marijuana laws, codes, regulations and ordinances and to seek further clarification of such information if necessary.

I, CANNA COMPANY, hereby state that I have read Article 43.4 of Title 12, C.R.S., as amended, and the regulations promulgated thereunder, and the City of Trinidad Municipal Code regarding general business licensing and Retail Marijuana business licensing and understand the contents thereof.

CANNA COMPANY

Printed Name of Licensee

Cynthia Glenova, Chairwoman

Authorized Signature of Licensee/Title

12/5/14

Date

STATE OF New Mexico,

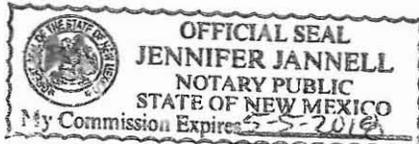
COUNTY OF Colfax }

ss.

Subscribed and sworn to before me this 5 day of December, 2014.

Jennifer Jannell
Notary Public Signature

My Commission Expires: 5-5-2018





CITY of TRINIDAD

P. O. Box 880
TRINIDAD, COLORADO 81082
TELEPHONE (719) 846-9843
FAX NO. (719) 846-4140

BEFORE THE TRINIDAD CITY COUNCIL, ACTING IN THEIR CAPACITY AS THE
BOARD OF APPEALS

TRINIDAD, COLORADO

**FINDINGS OF FACT, AND CONCLUSIONS, WITH RESPECT TO THE CANNACO
APPEAL FROM THE TRINIDAD PLANNING, ZONING AND VARIANCE
COMMISSION MEETING OF OCTOBER 14, 2014**

I. PROCEDURAL HISTORY AND FACTUAL BACKGROUND:

1) At a hearing held on October 14, 2014, the Trinidad Planning, Zoning and Variance Commission denied three conditional use permit applications for a retail marijuana establishment at 3019 Toupal Drive, in Trinidad, Colorado. Those conditional use permit applications were numbered and are identified as 2014-RMS-24, 2014 RPMF-24, and 2014 RMCF-24. These applications were brought in the name of CannaCo.

2) After a fairly lengthy hearing, the Trinidad Planning, Zoning and Variance Commission denied the conditional use permit applications. There were five Commission members that made up the Planning, Zoning and Variance Commission as of October 14, 2014, and all were present. The denial of the conditional use permits was by a three to two vote, with Commission Members Davis, Leone and George voting to deny the applications for the conditional use permits.

3) City Staff, in the form of City Planner Louis Fineberg and City Attorney Les Downs were present at the Planning and Zoning Commission hearing in question. Staff advised the Commission both during and at the conclusion of the hearing that the proposed conditional use permits should be granted.

4) The reasons cited by the majority of the Commission for the denial of the applications were: concerns about safety (Commissioner Leone), concerns about overlapping conditional use permits at that premises (Commissioner Davis), and no reasons given by Commissioner George.

5) A timely appeal was filed and perfected by the applicant/appellant pursuant to Trinidad Code of Ordinances section 14-139. Per ordinance, the appeal hearing was scheduled

in front of the Trinidad City Council, for November 18th, 2014. Pursuant to section 14-141 of the Trinidad Code of Ordinances, a delayed decision was agreed upon by the Trinidad City Council, with findings and a decision to be tendered by the individual members of City Council to the City Attorney by noon, November 24th, 2014. The vote on the subject appeal was scheduled for the regular meeting of the Trinidad City Council on December 2nd, 2014.

II. THE APPEAL HEARING:

6) An appeal hearing was held in front of the Trinidad City Council on November 18th, 2014. A procedure was agreed upon, where the applicant/appellant, the parties in opposition, and the City Attorney would all be heard from.

7) At the appeal hearing the following parties/witnesses were heard from:

---For the applicant: Mr. Josh Bleem, as the owner operator of CannaCo, and Mr. Howard Lackey as the applicant's landlord;

---For the groups in opposition to the application: Mr. Chris Furia, representing residents in the subject area; Mr. Bill Phillips representing businesses in the subject area, and; Mr. Gary Fentiman, representing the Phil Long Dealership, the existing business at the proposed location for the applicant's place of business;

---Les Downs, as City Attorney for the City of Trinidad.

---Staff members Mike Valentine as the Public Works Director, and Louis Fineberg as the City Planner also answered questions from individual City Council members as the questions arose.

III. FINDINGS OF FACT AND CONCLUSIONS:

8) The applicant has shown that the proposed conditional use permits for 3019 Toupal Drive are for a valid and legal business operation and undertaking, and that the sale of retail marijuana is permitted and allowed by the City of Trinidad. There is no reason why this type of business should not be allowed at this address or at this location.

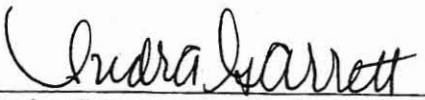
9) Concerns about safety, or overlapping conditional use permits, are without merit. Such concerns, if they existed at all, were not elaborated upon or adequately expressed. There is no legal or factual reasons why conditional use permits for a retail marijuana operation at this address should not be issued. While medical marijuana conditional use permits did exist for another applicant for this address, that has no bearing on whether or not Cannaco should be issued retail marijuana conditional use permits. Further, safety issues were not sufficiently articulated or expressed, and if such safety issues had been set forth clearly, such concerns could have been dealt with as additional conditions for the conditional use permits being issued.

10) It was, therefore, an abuse of discretion and reversible, actionable error for the Trinidad Planning, Zoning and Variance Commission to deny the conditional use permits for CannaCo, at 3019 Toupal Drive.

11) As was stated by staff, if there were meritorious concerns about this location or any matters associated with it, the Commission could have attached conditions to the granting of the conditional use permits. That wasn't done, nor was it attempted.

For the foregoing reasons, it is the opinion of the majority of City Council that the Planning and Zoning Commission should be reversed, and the conditional use permits for this applicant at this address should be and hereby are, granted.

For the Trinidad City Council, issued this 3rd day of December, 2014.


Audra Garrett, City Clerk



MEETING DATE: October 14, 2014

TO: Planning, Zoning & Variance Commission

FROM: Planning Department

SUBJECT: Request for a Conditional Use Permit to establish a Retail Marijuana Store at 3019 Toupal Drive.

CITY COUNCIL MEETING: NA

GENERAL INFORMATION:

Applicant(s): Cannaco CO

Property Owner(s): John H. & Marcia M. Lackey Trust

Application #: #2014-RMS-24

Associated Applications:

Purpose: Request for a Conditional Use Permit to establish a Retail Marijuana Store

Location: 3019 Toupal Drive

Property Area: 3 acres

Existing Land Use: Commercial

Surrounding Land Uses: A mix of commercial and residential uses.

Existing Zoning: CC—Community Commercial

BACKGROUND INFORMATION:

The applicant is proposing to establish and operate a facility for the sale of retail marijuana at the above-referenced location. The proposed facility is located in a non-residential zone and is not within one thousand feet (1000') of a school facility in accordance with the specified locational requirements outlined in Section 14, Article 12 of the City of Trinidad Municipal Code of Ordinances. The proposed facility is allowable as a conditional use at the proposed location.

POLICY & STANDARDS FOR CONDITIONAL USE PERMITS:

Section 14-102 states that any conditional use permit allowed in various zone districts shall be subject to the following basic considerations and other considerations as may be deemed necessary by the Commission in order to protect the general health, safety, welfare, and morals of the area in which a conditional use may be located.

- (1) That such use does not create any danger to safety in surrounding areas, does not cause water and/or soil pollution and does not create offensive noise, vibration, smoke, dust, odors, heat, glare, snow storage problems, or other objectionable influences beyond the boundaries of the property on which such use is located.
- (2) That upon the discretion of the Commission a written explanation may be required indicating the methods to be used to minimize smoke, odors, dust, and similar environmental and snow storage problems which may result from the operation of the proposed use.

Additionally, Section 14-63 provides: "The Commission shall be provided with site development plans showing the proposed development or use and its relationship to adjacent properties. The site development shall show existing contours of the site at two foot (2') intervals, the location of improvements on the site, the height and bulk of proposed structures, description and placement of screening or screen planting, availability of utilities if applicable, and a statement of the time-sequence of development and environmental impact on properties in the immediate vicinity. The Commission may, in addition, prescribe any additional conditions regarding intensity or limitation of use, appearance, hours of operation, setbacks or required open space, or other such conditions which may be deemed necessary by the Commission."

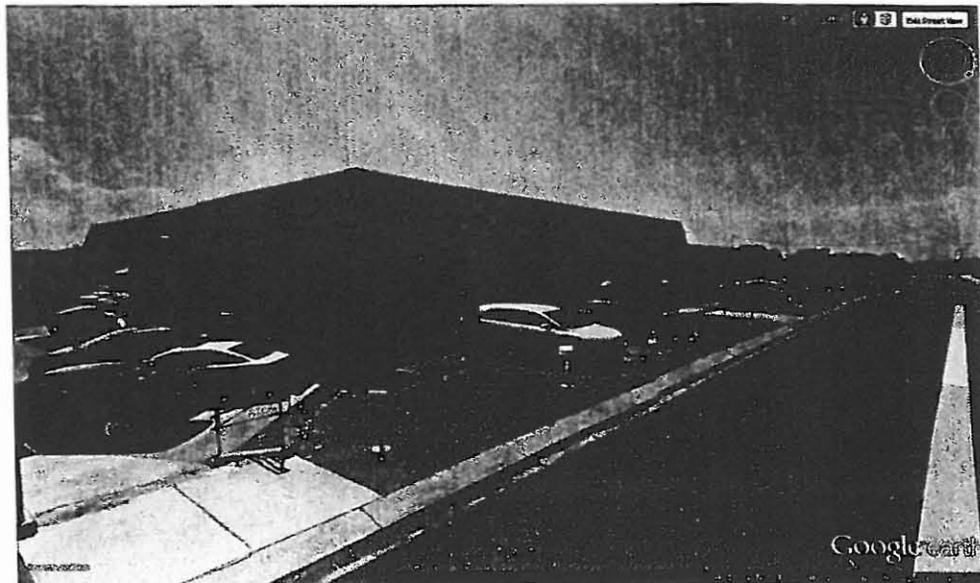
LEGAL ISSUES:

Because this is a quasi-judicial matter, the decision-makers, shall not have direct contact with the parties involved in this matter prior to a decision. Any possible or potential conflict of interest matters should be disclosed to and/or discussed with the City Attorney prior to any hearing on the matter. If you have any questions, please contact the City Attorney.

RECOMMENDATIONS:

Staff recommends that the Commission grant approval for the conditional use permit request as outlined above, subject to the following conditions:

1. The applicant must comply with all provisions outlined in Article 12 of Chapter 14 of the City of Trinidad Municipal Code of Ordinances as well as any and all applicable state and local statutes, ordinances, rules, and regulations regarding the operation of medical marijuana centers, and other statutes, ordinances, rules, and regulations for the operation of businesses within the City of Trinidad, including but not limited to City sales tax and the City's sign code.
2. The applicant must provide the City with an air filtration plan describing the filtration system and/or other method or methods to be used to minimize odors associated with the cultivation and sale of medical marijuana. Approval of said air filtration plan is subject to the approval of the City Building Inspector.
3. If the proposed conditional use is not established within one year of its approval, discontinued for at least one year, or replaced by another use of the land, the conditional use permit and all associated conditional use permits shall expire.
4. The applicant must comply with the reasonable requirements of all Trinidad Municipal Officials with respect to the establishment and operation of the proposed facility or facilities.



3019 Toupal Dr.



MEETING DATE: October 14, 2014

TO: Planning, Zoning & Variance Commission

FROM: Planning Department

SUBJECT: Request for a Conditional Use Permit to place a Retail Marijuana Cultivation Facility

CITY COUNCIL MEETING: NA

GENERAL INFORMATION:

Applicant(s): Cannaco CO

Property Owner(s): John H. & Marcia M. Lackey Trust

Application #: #2014-RMCF-24

Associated Applications:

Purpose: Request for a Conditional Use Permit to place a Retail Marijuana Cultivation Facility at 3019 Toupal Drive.

Location: 3019 Toupal Drive

Property Area: 3 acres

Existing Land Use: Commercial

Surrounding Land Uses: A mix of commercial and residential uses.

Existing Zoning: CC—Community Commercial

BACKGROUND INFORMATION:

The applicant is proposing to establish and operate an Retail Marijuana Retail Cultivation Facility at the above-referenced location. The proposed facility is located in a non-residential zone and is not within one thousand feet (1000') of a school facility in accordance with the specified locational requirements outlined in Section 14, Article 12 of the City of Trinidad Municipal Code of Ordinances. The proposed facility is allowable as a conditional use at the proposed location.

POLICY & STANDARDS FOR CONDITIONAL USE PERMITS:

Section 14-102 states that any conditional use permit allowed in various zone districts shall be subject to the following basic considerations and other considerations as may be deemed necessary by the Commission in order to protect the general health, safety, welfare, and morals of the area in which a conditional use may be located.

- (1) That such use does not create any danger to safety in surrounding areas, does not cause water and/or soil pollution and does not create offensive noise, vibration, smoke, dust, odors, heat, glare, snow storage problems, or other objectionable influences beyond the boundaries of the property on which such use is located.
- (2) That upon the discretion of the Commission a written explanation may be required indicating the methods to be used to minimize smoke, odors, dust, and similar environmental and snow storage problems which may result from the operation of the proposed use.

Additionally, Section 14-63 provides: "The Commission shall be provided with site development plans showing the proposed development or use and its relationship to adjacent properties. The site development shall show existing contours of the site at two foot (2') intervals, the location of improvements on the site, the height and bulk of proposed structures, description and placement of screening or screen planting, availability of utilities if applicable, and a statement of the time-sequence of development and environmental impact on properties in the immediate vicinity. The Commission may, in addition, prescribe any additional conditions regarding intensity or limitation of use, appearance, hours of operation, setbacks or required open space, or other such conditions which may be deemed necessary by the Commission."

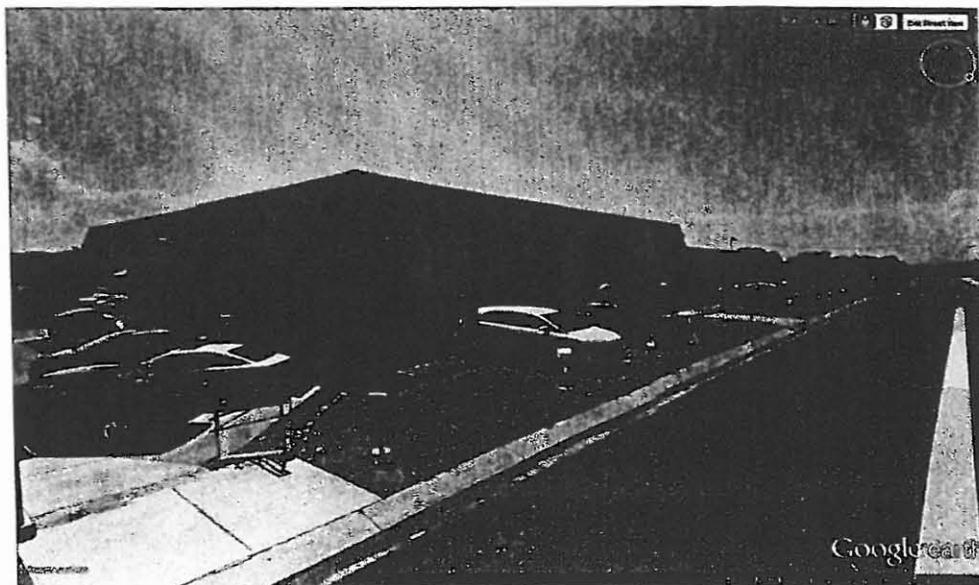
LEGAL ISSUES:

Because this is a quasi-judicial matter, the decision-makers, shall not have direct contact with the parties involved in this matter prior to a decision. Any possible or potential conflict of interest matters should be disclosed to and/or discussed with the City Attorney prior to any hearing on the matter. If you have any questions, please contact the City Attorney.

RECOMMENDATIONS:

Staff recommends that the Commission grant approval for the conditional use permit request as outlined above, subject to the following conditions:

1. The applicant must comply with all provisions outlined in Article 12 of Chapter 14 of the City of Trinidad Municipal Code of Ordinances as well as any and all applicable state and local statutes, ordinances, rules, and regulations regarding the operation of medical marijuana centers, and other statutes, ordinances, rules, and regulations for the operation of businesses within the City of Trinidad, including but not limited to City sales tax and the City's sign code.
2. The applicant must provide the City with an air filtration plan describing the filtration system and/or other method or methods to be used to minimize odors associated with the cultivation and sale of medical marijuana. Approval of said air filtration plan is subject to the approval of the City Building Inspector.
3. If the proposed conditional use is not established within one year of its approval, discontinued for at least one year, or replaced by another use of the land, the conditional use permit and all associated conditional use permits shall expire.
4. The applicant must comply with the reasonable requirements of all Trinidad Municipal Officials with respect to the establishment and operation of the proposed facility or facilities.



3019 Toupal Dr.



VIA EMAIL TRANSMISSION

January 13, 2015

City of Trinidad
135 North Animas Street
Trinidad, CO 81082

Re: Notarized Authorization for Retail License Application

Good Day:

Please find attached the notarized documents regarding the above referenced subject matter.

Feel free to contact me with any questions.

Sincerely,

Cynthia L. Genova
Chairman
Canna Company

Canna Company

3019 Toupal Drive, Trinidad, CO 81082
719.680.8087 www.canna.co.com

Howard M. Lackey
P.O. Box C
Raton, NM 87740
575-447-7034

City of Trinidad
135 North Animas Street
Trinidad, CO 81082

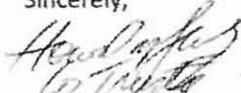
Re: 3019 Toupal Dive, Trinidad, CO 81082
Retail Marijuana Store, Retail Marijuana Cultivation Facility and Retail Marijuana Manufacturing

To Whom it May Concern:

I, Howard M. Lackey, am Co-Trustee of the John H. and Marcia M. Lackey Trust, owner of subject property located at 3019 Toupal Dive, Trinidad, CO 81082, and have full authority to act on behalf of said trust. I hereby authorize Canna Company to submit the license applications referenced above for said location.

Feel free to contact me with any questions you may have.

Sincerely,



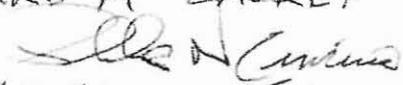
Howard M. Lackey

Co-Trustee

John H. and Marcia M. Lackey Trust

STATE OF NEW MEXICO
COUNTY OF COLFAX

SIGNED BEFORE ME ON JAN. 13, 2015 BY
HOWARD M. LACKEY

 NOTARY PUBLIC
MY COMMISSION EXPIRES 03-14-2017

LETTER OF INTENT

This Letter of Intent made on September 6, 2014 by and between Canna Company, Lessee, and the John H. Lackey and Marcia M. Lackey Trust, Lessor, and Howard M. Lackey, Trustee of said trust agree to enter into a Lease Agreement for property located at 3019 Toupal Drive, Trinidad, CO 81082.

Therefore, it is agreed that the following terms have been determined to be final for the purpose of the final lease document:

DEPOSIT: \$ [REDACTED] payable upon execution of this Letter of Intent, to be held in escrow and if permits are not obtained, said deposit shall be returned.

BASE RENT: \$ [REDACTED] payable on the first day of the month, beginning the first day of occupancy. Occupancy shall begin 30 days from the date of current Lessee (Phil Long Motors) vacates said property. A purchase option fee will be paid monthly in an amount of [REDACTED] per month with accelerated purchase option at no penalty.

OPTION:

- 1) Lessee shall have a first right of refusal to purchase property at an agreed upon time that is compatible with the Lessor's taxing requirements.

CONDITIONS:

- 1) Lessee shall obtain all permits and licensing required by city and state to operate a marijuana facility that allows for medicinal and recreational sales as well as infused products.
- 2) Lessee agrees to operate with all state and city laws and regulations so as not to create any unlawful activities.

Lessee and Lessor agree to construct and execute the Lease Agreement including purchase option within 14 days from the date of the executed Letter of Intent.

Howard M. Lackey, Trustee
John H. Lackey and Marcia M. Lackey Revocable Trust

Howard M. Lackey, Trustee Date: 9/6/2014
Howard on behalf of the Trust

Cynthia L. Genova, Executive Vice President
Canna Company

Cynthia L. Genova Date: 9/6/14



APPENDIX E

Contents:

1. Legal Possession of Property Lease Agreement
2. Legal Description

CannaCo Facility
3019 Toupal Drive
Trinidad, CO 81082

Prepared by:

CannaCo
8210 Cherry Blossom Drive
Windsor, CO 80550
719.680.8087

**THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES.
THE PARTIES SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING.**

**COMMERCIAL LEASE
(NNN)**

This Commercial Lease (the "Lease") is made on 10/1/14 (date) and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); all costs, charges, and expenses which Tenant assumes, agrees, or is obligated to pay to Landlord pursuant to the Lease (the "Additional Rent"); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord:** *The John H. and Marcia M. Lackey, Revocable Trust, a(n) Revocable Trust [Individual, Company, or Type of Entity]* (the "Landlord").

2. **Tenant:** *Canna Company, a(n) Colorado Corporation [Individual, Company, or Type of Entity]* (the "Tenant").

3. **Premises:** Landlord is the owner of certain real estate legally described as *3019 Toupal Drive, see attached legal description in Las Animas County, Trinidad [insert county], Colorado* (the "Real Estate"). The Real Estate is improved with a *all utilities and warehouse office building [insert description of building, or buildings]* (the "Improvements") (the Real Estate and the Improvements are collectively referred to as the "Property"). Landlord hereby leases and demises to Tenant the following described portion of the Property:

Address 3019 Toupal Drive, Suite N/A, consisting of 16,500 m/l square feet (the "Premises").

4. **Term:** Landlord Leases the Premises to Tenant from twelve o'clock noon on the *1st* day of *January, 2015* and until 11:59 p.m. on the *15th* day of *March, 2018* (the "Term"). Subject to Tenant's performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises.

5. **Rent:** Rental for the first year of the Term is ~~_____~~ in advance to Landlord on the first day of each calendar month for that month's rental before twelve o'clock noon, without notice (the "Rent"). Unless otherwise provided in the Lease, all payments due under the Lease, including Additional Rent, shall be mailed, or delivered to Landlord at the following address: *PO Box 776, Trinidad CO, 81082*. If the Term does not begin on the first day of the month, the Rent shall be prorated accordingly. Rent for subsequent years of the Term shall shall not be increased. In the event Rent is subject to increase, it shall be increased on the following basis: *n/a*.

6. **Option:** Tenant shall shall not have the option to extend the Term, pursuant to the terms and conditions contained herein, for an additional *3 year* period (the "Option"). In the event Tenant desires to exercise the Option, Tenant shall, at least *30* days before expiration of the Term, provide Landlord with written notice of its intent to exercise the Option. Rent shall be adjusted and payable as follows: *to be agreed upon by the parties*. The option shall only be exercisable provided that no Tenant Defaults currently exist and that no Tenant Defaults have occurred over the Term of the Lease which have not been cured by Tenant as provided by the Lease.

7. **Security Deposit:** Prior to occupying the Premises, Tenant shall keep on deposit with Landlord a security, cleaning, and damage deposit in the amount of ~~_____~~ as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of the Lease (the "Security Deposit").

8. **Use:** The Premises shall be used for *marijuana sales, cultivation facility and processing in accordance with site specific license issued by the State of Colorado*, provided this use conforms with applicable zoning regulations. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purpose.

9. **Utilities/Additional Rent:** Tenant shall pay all of the utilities for the Premises indicated in this Paragraph 9 as Additional Rent and shall pay Tenant's Pro Rata Share of all other items in this Paragraph 9 as Additional Rent. Tenant's pro rata share of costs for purposes of the Lease shall be -0-% ("**Tenant's Pro Rata Share**"). Tenant's Pro Rata Share is determined as a proportion of the whole of the improvements upon the Property, the denominator of which is the number of the square feet available to rent as determined by the Landlord and excluding common areas, and the numerator of which shall be the same square footage as the Premises.

a. **Utilities:** Tenant shall be responsible for paying the following utilities on the Premises: Electric Gas Water Sewer Phone Cable/ Satellite T.V. Internet Access Refuse Disposal Other *Security*. If the Premises does not share meter facilities for utilities and if the utility or utilities are not provided as part of the CAM Costs (as defined below), tenant shall contract directly with all utility providers and all utility payments shall be directed to the respective utility providers. If the Premises shares meter facilities for utilities, the charges shall be allocated to each tenant by Landlord based upon a reasonable basis and shall be payable to the Landlord as Additional Rent.

b. **CAM Costs:** Tenant shall be responsible for paying Tenant's Pro Rata Share of the annual common area operation and maintenance costs of the Property ("**CAM Costs**"). CAM Costs are all expenditures made by Landlord to operate and maintain the Property, including, but not limited to, utilities (electric, gas, water, and sewer), repairs, replacement costs (due to ordinary and extraordinary wear and tear or catastrophe), trash and snow/ice removal (including removal from parking areas, abutting roadways, and walkways), landscaping and lawn maintenance, painting, sign installation and maintenance, repair and replacement of utility systems, depreciation of machinery and equipment used in such repair and replacement, and cost of all personnel to implement such services. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of all possible CAM Costs.

c. **Tax Costs:** Tenant shall be responsible for paying Tenant's Pro Rata Share of annual taxes, assessments, and governmental charges relative to the Property ("**Tax Costs**"). The Tax Costs shall include, but not be limited to, all federal, state, county, municipal, or other governmental or quasi-governmental taxes or assessments levied upon, charged against, or assessed in connection with the use of the Property. Tax Costs shall not include state, or federal income taxes owed by Landlord.

d. **Landlord's Insurance Costs:** The Landlord shall procure and maintain such fire and casualty, loss of rents, and liability insurance on the Property as it deems proper and appropriate ("**Insurance Costs**"). Tenant shall be responsible for paying Tenant's Pro Rata Share of Insurance Costs. Such insurance shall not be required to cover any of the Tenant's property and the Tenant shall have no interest in any of the proceeds of such insurance.

10. **Payment of Additional Rent:** All Additional Rent shall be paid by Tenant to Landlord in equal monthly installments concurrent with the Rent. Payments of Additional Rent shall be calculated as follows: on, or before the commencement date of this Term, Landlord shall give Tenant a statement of the estimated annual CAM Costs, Tax Costs, and Insurance Costs for the Property ("**Estimate of Costs**"). Tenant shall pay Additional Rent to Landlord based upon the Estimate of Costs divided by twelve (12). The Estimate of Costs shall be the basis of such Additional Rent calculated until Tenant is notified by Landlord of a change thereof. Within ninety (90) days of the end of each calendar year, Landlord shall compute actual CAM Costs, Tax Costs, and Insurance Costs for the preceding year (the "**Actual Costs**"). Landlord shall provide Tenant with a statement of Actual Costs. In the event that Tenant's payment of Additional Rent for said calendar year totals less than the Tenant's pro-rata share of the Actual Costs, Tenant shall be obligated to pay Landlord, within ten (10) days of receipt of statement, the difference between Tenant's pro-rata share of Actual Costs and the Additional Rent actually paid for said calendar year. In the event Tenant's Additional Rent actually paid for said calendar year exceeds Tenant's pro-rata share of Actual Costs, such excess shall be credited to Tenant's account. The Actual Costs of the prior calendar year shall be used for the purpose of calculating the Estimate of Costs for the then current year.

11. **Late Payments:** If any Rent, Additional Rent, or other payment is received later than 7 days after the date when due, the parties agree that Additional Rent in the amount of one percent (1%) of the outstanding sums shall also be due and payable. The addition of such amount and the collection thereof shall not operate to waive any other rights of Landlord for nonpayment of Rent, or for any other reason.

12. **Repairs and Maintenance of the Premises:** The Landlord Tenant shall maintain the foundation, exterior walls, and roof of the Improvements in good repair. The Landlord Tenant agrees to keep all the other improvements (including plate glass and other windows, window frames, and doors) upon the Premises repaired and maintained in good order as described in the Lease. The Landlord Tenant shall properly irrigate and

care for all trees, shrubbery, and lawn and the Landlord Tenant shall keep all driveways, sidewalks, and parking areas on the Premises free and clear of ice and snow.

13. **Parking:** For the Term, Landlord grants to Tenant and its employees and invitees, at no additional charge, a Parking License. The Parking License is a non-exclusive license for the use of *all* parking spaces upon the Property (the "**Parking License**"). The Parking License shall be effective for the term of the Lease as defined below. Landlord and Tenant shall shall not designate specific spaces for the Parking License prior to commencement of the Term.

PREMISES

14. **Common Areas:** The common areas are all areas outside of the Premises upon the Property designated by Landlord for common use of Tenant, its employees, licensees, invitees, contractors, and Landlord (the "**Common Areas**"). Landlord grants to Tenant, its employees, licensees, invitees and contractors a non-exclusive license over such Common Areas of the Property necessary to the use and occupancy of the Premises and Parking License (the "**Common Area License**"). Said License shall be effective for the Term of the Lease. Tenant shall not use Common Areas for any type of storage, or parking of trucks, trailers, or other vehicles without the advance written consent of Landlord. All parking and Common Areas of Property shall at all times be subject to the management of Landlord, and are not part of the Premises. All use of the Common Areas shall be at the sole risk of Tenant, and Landlord is not liable for any damages, or injuries occasioned by such use. Landlord shall have the right, power, and authority to compile, promulgate, change, and modify all rules and regulations that it may, in its sole discretion, deem necessary for use of the Common Areas. Tenant agrees to abide by and conform with all rules and regulations pertaining to such Common Areas. Landlord shall have the right to construct, maintain, and operate lighting facilities; to police and from time to time change the area, location, and arrangement of the Common Areas and facilities; to restrict employee parking to certain areas; to temporarily close all, or any portion of the Common Areas; to discourage non-customer parking; and to do and perform any and all such other acts in and to said Common Areas and facilities as Landlord shall determine in its sole and absolute discretion.

15. **Condition of Premises and Representations:** Tenant is familiar with the physical condition of the Premises and the Property. Except as may otherwise be provided in the Lease, Landlord makes no representations, or warranties as to the physical condition of the Premises, or the Property, or their suitability for Tenant's intended use. In the event that Landlord agrees to provide any renovations, build-out, or any other labor and materials for the improvement of the Premises, or any allowance for improvements to be effected by Tenant, such work, or allowance shall be specified and agreed to between the parties in a separate document appended to this Lease and which shall constitute a part of this Lease ("**Work Letter**"). Other than the work, if any, to be performed pursuant to Tenant's Work Letter, the Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations, or warranties as to the suitability of the Premises for Tenant's intended use. Landlord further makes no representations, or warranties as to whether Tenant's intended use will necessitate changes, or alterations to the Premises in order to comport with local, state, or federal laws and regulations. Such laws and regulations include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act), and zoning regulations. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state, or federal laws and regulations because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any local, state, or federal laws and regulations.

16. **Check-In Inspection:** Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained therein shall be sufficient and satisfactory proof of the condition of the Premises at the time of possession, should a subsequent dispute arise at a later date as to the condition of the Premises at the time of move-in.

17. **Use of Premises:** Tenant, in consideration of the leasing of the Premises, agrees as follows:

a. **Use of Premises:** To use and occupy the Premises solely as and for the use specified in Paragraph 8 of the Lease. Landlord's consent to the aforementioned use is not an assurance, or warranty that the Premises' attributes are sufficient for Tenant's use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law. Landlord expressly reserves its right to lease space within the Property as it sees fit, unless explicitly prohibited by other

provisions in the Lease. Landlord's demise of the Premises to Tenant does not preclude Landlord from leasing other parts of the Property to other tenants who may be viewed objectively, or subjectively as competing with Tenant.

b. Signage: Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with size and other requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances. All signage shall conform to aesthetic and design criteria, themes, and standards of the Property and the Improvements. Additionally, Landlord may provide signage space on a common, or community sign located on the Property.

c. Vacancy: It will be deemed a Default of the Lease if the Premises are left vacant and unoccupied for over thirty (30) days. In addition to other remedies contained in the Lease, the Landlord may, without being obligated to do so, and without terminating the Lease, retake possession of the Premises and relet, or attempt to relet them for such rent and upon such conditions as the Landlord deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs. Tenant shall be liable for the balance of the Rent and Additional Rent herein reserved until the expiration of the Term.

d. Legal Compliance: Tenant and its licensees and invitees shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. Tenant and its licensees and invitees may not possess, or consume alcoholic beverages on the Premises unless they are of legal age. No alcoholic beverages shall be sold upon the Premises unless proper licenses have been obtained. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person occupying or present upon the Premises) shall be permitted upon the Premises. Tenant hereby covenants and agrees to use its reasonable efforts to prevent and preclude its employees, guests, invitees, etc. from the aforementioned illegal conduct. Tenant and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to the Landlord to insure the Property. No hazardous or dangerous activities are permitted upon the Premises.

e. Additional Prohibitions: Neither Tenant nor its subtenants, licensees, volunteers, employees, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to, other subtenants, occupants, or invitees of the Premises, or adjacent property owners, or adjacent tenants, or that would interfere with those other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

f. Pets and Animals: Pets or animals shall shall not be permitted upon the Premises.

g. Storage/Trash: Tenant shall store all personal property entirely within the Premises. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in a neat and clean condition, or within designated Common Areas so as not to be visible to members of the public in, or about the Property, and so as not to create any health or fire hazard.

h. Hazardous Material Prohibited: Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, or about the Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused, or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

i. Quiet Enjoyment: Landlord agrees that upon Tenant paying the Rent and performing Tenant's obligations under the Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until the Lease is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises or in the Property, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

j. Rules and Regulations: Landlord shall provide Tenant with a copy of all rules and regulations affecting the Premises, and Tenant shall abide by all such rules and regulations.

[Handwritten signature]
Landlord

[Handwritten signature]
Tenant

18. **Subletting or Assignment:** Tenant shall not sublet the Premises or any part thereof, nor assign the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord. As a condition of assignment or sublease, Landlord may require the continued liability of Tenant or a separate personal guaranty by Tenant or its principal. If Tenant is a corporation, limited liability company, or other entity that is not a natural person, any change in ownership of more than thirty percent (30.0%) (over any period) of the ownership interest shall be deemed an assignment of the Lease. In the event an assignment or sublease is permitted, all payments from assignee or sublessee shall be made directly by said party to Landlord, and not through Tenant.

19. **Surrender of Premises:** Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, loss by casualty and normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. In the event that Tenant fails to redeliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. The cost of any work necessitated shall be deducted from the Security Deposit; if the Security Deposit is insufficient to cover work performed, Tenant shall be obliged to pay the additional balance.

20. **Removal of Fixtures/Redelivery:** Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property that are not permanently affixed to the Premises. Tenant shall remove the alterations and additions and signs made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peaceably yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove); and all fixtures, furnishings, floor coverings, and equipment that are permanently affixed to the Premises which shall thereupon become the property of the Landlord. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord.

PAYMENTS

21. **Payments/Dishonored Checks:** Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. Additional bank and handling charges may also be assessed in the event of a dishonored check. The foregoing items shall be deemed Additional Rent. Landlord may require Tenant to replace such dishonored check with a money order, cashier's check, or other good funds. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or other good funds.

22. **Partial Payment:** If any partial payment is made by Tenant, it shall be allocated first to the payment of Additional Rent, including, without limitation, utilities (if applicable) and other expenses; and second to unpaid Rent. Acceptance by Landlord of any partial payment shall not waive the right of Landlord to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

23. **No Offset:** No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

24. **Joint and Several Obligations of Tenant:** In the event more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that all persons comprising Tenant are each, together and separately, responsible for all of Tenant's obligations. Landlord may, at its option, determine whom to hold responsible.

SECURITY DEPOSIT

25. **Security Deposit:**

a. **Security Deposit:** To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in the Lease to be observed and performed, Tenant shall deposit with Landlord the Security Deposit prior to commencement of the Lease. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise.

JAL & MHC.T.
MHC.T.



b. Application of Security Deposit: The parties agree: (1) that the Security Deposit or any portion thereof, may be applied to the curing of any Default that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied, which shall be added to the Security Deposit so it will be restored to its original amount; (2) that should the Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be turned over to Landlord's grantee, and if the Security Deposit is turned over, Tenant agrees to look to such grantee for such application or return; (3) that Landlord shall not be obligated to hold Security Deposit as a separate fund; (4) that should the Rent be increased, the Security Deposit shall be increased in the same proportion within thirty (30) days of such Rent increase; and (5) that should a Default occur, Landlord may, as an additional remedy, increase the Security Deposit at its sole discretion.

c. Return of Security Deposit: If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

REPAIRS AND MAINTENANCE

26. Improvements, Repairs, and Maintenance: Subject to the limitations set forth in Paragraphs 27 and 28 below, either Landlord or Tenant, as specified in Paragraph 12 above, shall be responsible for the cost and condition of the respective improvements, repairs, and maintenance relating to all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances, and glass used in connection with the Premises.

27. Landlord's Limited Responsibility: In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Landlord shall be responsible for: (i) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of ordinary wear and tear, and (ii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces, or acts of God, or by fire not caused by Tenant. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse of Tenant, its agents, employees, customers, licensees, invitees, or contractors shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Base and Additional Rent or damages, or be deemed an eviction of Tenant in whole or in part.

28. Tenant's Allowed Responsibilities: In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Tenant shall not perform or contract with third parties to perform any repairs of any kind upon the Premises or structure upon which the Premises are located. In the event any repair that is the responsibility of Landlord becomes necessary, Tenant shall notify Landlord as soon as possible, and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at the sole expense of Tenant.

29. Tenant's Duty to Repair: In the event Paragraph 12 of the Lease provides for Tenant's responsibility for certain repair and maintenance, Tenant shall, at Tenant's sole cost and expense, maintain the Premises, including, but not limited to, the plumbing, exterior plate glass, other windows, and window frames, electric wiring, HVAC equipment, fixtures, appliances, and interior walls, doorways, and appurtenances belonging thereto installed for the use or used in connection with the Premises (and including the foundation, exterior walls, and roof of the Improvements, if so provided in Paragraph 12). Tenant shall, at Tenant's own expense, make as and when needed all repairs to the Premises and to all such equipment, fixtures, appliances, and appurtenances necessary to keep the same in good order and condition. Tenant repairs shall include all replacements, renewals, alterations, and betterments (the "Tenant Repairs"). All Tenant Repairs shall be equal or better in quality and class to the original work. In the event Tenant fails to complete Tenant Repairs, Landlord may obtain them and bill Tenant for such work as Additional Rent.

30. Tenant Improvements: Unless otherwise provided in the Work Letter, Tenant shall be solely responsible for any and all improvements and alterations within the Premises necessary for Tenant's intended use of the Premises, including, but not limited to, electrical wiring, HVAC, plumbing, framing, drywall, flooring, finish work,

telephone systems, wiring, and fixtures necessary to finish the Premises to a condition suitable for Tenant's use (the "Tenant Work").

31. Improvements/Prior Landlord Consent: Tenant agrees to submit to Landlord complete plans and specifications, including engineering, mechanical, and electrical work covering any and all contemplated Tenant Work, if applicable, and any subsequent improvements or alterations of the Premises. The plans and specifications shall be in such detail as Landlord may require, and in compliance with all applicable statutes, ordinances, regulations, and codes. As soon as reasonably feasible thereafter, Landlord shall notify Tenant of any failures of Tenant's plans to meet with Landlord's approval. Tenant shall cause Tenant's plans to be revised to the extent necessary to obtain Landlord's approval. Tenant shall not commence any Tenant Work, or any other improvements, or alterations of Premises until Landlord has approved Tenant's plans.

32. Tenant Work and Repairs/Compliance with Codes/Mechanic Liens: Tenant shall procure all necessary permits before undertaking Tenant Work or Tenant Repairs. Tenant shall perform all Tenant Work or Tenant Repairs in a good and workmanlike manner. Tenant shall use materials of good quality and perform Tenant Work or Tenant Repairs only with contractors previously approved of in writing by Landlord. Tenant shall comply with all laws, ordinances, and regulations, including, but not limited to, building, health, fire, and safety codes. Tenant hereby agrees to hold Landlord and Landlord's agents harmless and indemnified from all injury, loss, claims, or damage to any person or property (including the cost for defending against the foregoing) occasioned by, or growing out of Tenant Work or Tenant Repairs. Tenant shall promptly pay when due the entire cost of any Tenant Work or Tenant Repairs on the Premises undertaken by Tenant, so that the Premises shall at all times be free of liens for labor and materials. Tenant hereby agrees to indemnify, defend, and hold Landlord harmless of and from all liability, loss, damages, costs, or expenses, including reasonable attorneys' fees, incurred in connection with any claims of any nature whatsoever for work performed for, or materials, or supplies furnished to Tenant, including lien claims of laborers, materialmen, or others. Should any such liens be filed or recorded against the Premises or the Improvements with respect to work done for, or materials supplied to, or on behalf of Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within five (5) days after notice thereof. If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with a court of competent jurisdiction as may be provided by Colorado's mechanic's lien statutes. If Tenant shall be in default in paying any charge for which such mechanic's lien or suit to foreclose such lien has been recorded or filed and shall not have caused the lien to be released as aforesaid, Landlord may (but without being required to do so) pay such lien or claim and any associated costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Tenant to Landlord as Additional Rent.

33. Common Area Maintenance: Landlord shall use reasonable efforts to maintain and repair Common Areas of Property, including walks and parking lots. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse by Tenant, its employees, licensees, invitees, or contractors shall be paid by Tenant to Landlord. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part.

34. Keys/Locks: Tenant shall not place any additional locks upon the Premises, including, but not limited to, exterior and interior doors. Tenant shall not cause any of the locks or cylinders therein to be changed or re-keyed.

35. Waste/Rubbish Removal: Tenant shall not lay waste to the Premises. Tenant shall not perform any action or practice that may injure the Premises or Property. Tenant shall keep the Premises and the Property surrounding the Premises free and clear of all debris, garbage, and rubbish. Unless otherwise provided for in the Lease, Tenant shall be responsible for contracting for and paying for trash and debris removal required by Tenant's use of the Premises.

DEFAULT, NOTICE AND REMEDIES

36. Default: If Tenant is in arrears in the payment of any installment of Rent, any Additional Rent, or any portion thereof, or is in violation of any other covenants or agreements set forth in the Lease (a "Default") and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof pursuant to applicable law, then Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) declare the Term of the Lease ended; (b) terminate Tenant's right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Landlord is entitled; (d) pursue Landlord's

lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent and Additional Rent, subject to Landlord's duty to mitigate such damages. Pursuant to §§ 13-40-104(d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, in the event repeated or substantial Defaults(s) under the Lease occur, Landlord may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the remedies listed above.

37. Abandonment: In the event of an abandonment of the Premises, Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 38 below.

38. Re-Entry: In the event of re-entry by Landlord as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs, and reasonable attorneys' fees;

b. Tenant's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Landlord's option, it may be removed and stored, or disposed of at Landlord's sole discretion. Landlord shall not be deemed a bailee of the property removed and Landlord shall not be held liable for the property. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Landlord's action under the term of the Lease;

c. Landlord may attempt to relet the Premises for such rent and under such terms as Landlord believes appropriate;

d. Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly;

e. Any money received by Landlord from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

f. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises.

INSURANCE AND INDEMNIFICATION

39. Negligent Damages: Tenant shall be responsible for and reimburse Landlord for any and all damages to the Premises or Property and persons and property therein caused by the negligent, grossly negligent, reckless, or intentional acts of itself, its employees, agents, invitees, licensees, or contractors.

40. Liability Indemnification/Insurance: Tenant shall hold Landlord, Landlord's agents, and their respective successors and assigns, harmless and indemnified from all injury, loss, claims, or damage to any person or property while on the Premises, or any other part of the Property, or arising in any way out of Tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors. Tenant shall maintain public liability insurance insuring Landlord and Landlord's agents, as their interest may appear, against all claims, demands, or actions for injury to or death in an amount of not less than one million dollars (\$1,000,000) arising out of any one occurrence, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, events on the Premises and anywhere upon the Property. Tenant shall also obtain coverage in the amount of one million dollars (\$1,000,000) per occurrence covering Tenant's contractual liability under the aforesaid indemnification clauses.

41. Fire/Casualty Insurance: Tenant shall maintain plate glass insurance covering all exterior plate glass in the Premises, fire, extended coverage, vandalism, and malicious mischief insurance and such other insurance as Tenant may deem prudent, covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment in the Premises.

42. Insurance Requirements: All of Tenant's insurance related to the Premises and the Property shall be in the form and from responsible and well-rated companies satisfactory to Landlord, shall name Landlord as an additional insured thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for such insurance shall be provided to Landlord prior to commencement of Term and upon request of Landlord.

43. **Waiver of Liability:** Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Property of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Property or the Premises in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (5) broken glass; (6) the backing-up of any sewer pipe, or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Property or Premises; (8) the escape of steam, or hot water; (9) water, snow, or ice being upon, or coming through the roof, skylight, doors, stairs, walks, or any other place upon, or near such Property, or the Premises, or otherwise; (10) the falling of any fixtures, plaster, or stucco; (11) fire or other casualty; and (12) any act, omission, or negligence of co-Tenants, or of other persons or occupants of the Property, or of adjoining or contiguous buildings, or of adjacent or contiguous property.

44. **Third-Party Liability:** Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Improvements, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Improvements.

45. **Landlord Insurance:** Insurance shall be procured by Landlord in accordance with its sole discretion. All awards and payments thereunder shall be the property of the Landlord, and Tenant shall have no interest in the same. Notwithstanding the foregoing, Landlord agrees to obtain building liability and hazard insurance required to be carried for the Property and Premises and adequate hazard insurance, which covers replacement cost of the Property and Premises.

46. **Indemnification Fees and Costs:** In case any claim, demand, action, or proceeding is made or brought against Landlord, its agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

OTHER PROVISIONS

47. **Destruction, or Condemnation of Premises:** Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

a. **Partial Destruction of the Premises:** In case of partial destruction of the Premises by fire, or other casualty, Landlord at its discretion may repair the Premises with reasonable dispatch after notice of said partial destruction. Tenant shall remain responsible for payment of Rent. Subparagraph (d) of this Paragraph shall apply if Landlord determines that the partial destruction will not be repaired.

b. **Premises Untenable:** If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (d) of this Paragraph shall apply.

c. **Condemnation:** If the whole or part of the Premises are taken by any authority for any public or quasi-public use, or purpose, then Subparagraph (d) of this Paragraph shall apply. All damages and compensation awarded for any taking shall be the sole property of Landlord.

d. **Termination of Term:** Tenant agrees that if Landlord decides not to repair, or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph, the Term hereby granted by the Lease shall cease and the Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this Paragraph. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph, the Term of the Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph.

48. Holdover: Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 p.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the expiration of the Lease, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.

49. Entry by Landlord: Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises, as described in Paragraph 38.

50. Guarantor: In the event the Lease is guaranteed, the person(s) guaranteeing the Lease ("Guarantor") hereby absolutely guarantees Tenant's obligations and performance under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and hereby makes the same warranties and representations as Tenant hereunder. If Tenant defaults in the performance of its obligations under the Lease, Guarantor will perform said obligations.

51. Subordination/Estoppel/Attornment: The Lease shall be subordinate to all existing and future mortgages, deeds of trust, and other security interests on the Premises and to any and all extensions, renewals, refinancing, and modifications thereof. Tenant shall execute and deliver whatever instruments may be required for such purposes, or for the purpose of informing a potential or existing lender or purchaser of the Property as to the status of its tenancy. Any such instruments or estoppel letters shall contain all information reasonably required by Landlord or other entity in conjunction with such transaction. Tenant agrees to attorn to a lender or other party coming into title to the Property upon written request of Landlord.

52. Notices: All notices required to be sent under the Lease shall be in writing and either: (i) delivered as provided by applicable law, including, *inter alia*, § 13-40-101, C.R.S., *et seq.*, [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord shall be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant shall be sent or delivered to the Premises, unless otherwise specified in the Lease. Notwithstanding the foregoing, all notices involving or concerning § 13-40-101, C.R.S., *et seq.* shall be delivered as provided by statute.

53. Attorneys' Fees: In the event Tenant or Landlord fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

54. Governing Law: The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county where the Premises are located.

55. Amendments and Termination: Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

56. Captions: The paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.

57. Pronouns; Joint and Several Use of Certain Terms: Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" shall mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to the "Tenant" shall mean each and every person comprising Tenant, or an individual person, or combination of persons comprising Tenant as may be required by the specific context.

58. Waivers: No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

59. **Heirs, Assigns, Successors:** The Lease is binding and inures to the benefit of the heirs, assigns, and successors in interest to the parties, subject to the restrictions on assignment in Paragraph 18.

60. **Time of the Essence:** Time is of the essence of the Lease, and each and all of its provisions.

61. **No Reservation of Option:** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and is not effective as a lease or otherwise until execution and delivery by both Lessor and Tenant.

62. **Credit Reports:** Tenant hereby grants Landlord permission to obtain from time to time investigative consumer reports to ascertain the creditworthiness of Tenant and Tenant's guarantors, if applicable.

63. **Corporate Authorization:** If Tenant is a corporation, each individual executing the Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver the Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation and that the Lease is binding upon the corporation in accordance with its terms. Lessee agrees to provide Landlord with such a resolution within five (5) days of the execution of the Lease.

64. **Severability:** If any term, covenant, condition, or provision of the Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

65. **Lead-Based Paint Disclosure Rule:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. In the event the Premises were constructed before 1978, Landlord shall comply with the Lead-Based Paint Disclosure, 42 U.S.C. § 4852d.

66. **Other Applicable Laws:** Federal, state, county, or municipal laws and ordinances may affect the Premises, the Lease, and Landlord/Tenant relationship that are not specifically addressed in the Lease. Landlord and Tenant should consult legal counsel prior to execution of the Lease to ascertain such information.

67. **ADA Compliance:** Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the "ADA") to occur on, or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any authority to comply with the ADA; provided that Landlord's consent to such actions shall first be obtained, which shall not be reasonably withheld.

68. **Additional Provisions:** In the event that there are any additional agreements between the parties or provisions with respect to the Premises, an Addendum may be attached to the Lease, which shall be incorporated by this reference as a part of the Lease. An Addendum containing additional provisions is is not attached. The Lease and the attached Addendum constitute the entire agreement between the parties.

Tenant shall have the option to take possession of property 30 days from the date of the current tenants vacating of said property, when existing tenants vacate the premises. Tenant shall apply for and obtain all state and local permits and licenses. This lease is contingent upon Tenant's license approval. Landlord agrees to clean and prepare building and surrounding grounds so as its' use is compatible with the Tenant.

THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.

TENANT:

LANDLORD:

Canna Company, a(n)

John H. & Marcia M. Lackey Revocable Trust, a(n)

Colorado Corporation
[Individual or Type of Entity]

Trust
[Individual or Type of Entity]

By: Cynthia L. Genova
Cynthia L. Genova

By: Howard Lackey
Howard Lackey

Its: Chairperson / PRESIDENT

Its: Co-trustee

Or

Or

[Signature of Individual]

[Signature of Individual]

Date: _____

Date: _____

GUARANTOR (if applicable):

[Signature]

[Print Name]

Date: _____



Legal Description

The subject property is legally described as follows:

A parcel of land located in the Southwest Quarter of the Southwest Quarter (SW/4SW/4) of Section 25, and in the Southeast Quarter of the Southeast Quarter (SE/4SE/4) of Section 26, Township 33 South, Range 64 West of the 6th P.M., County of Las Animas, State of Colorado, containing 6.0-acres, more or less and being more particularly described as follows:

Beginning at the Southwest corner of Section 25, which is marked by a 2" iron pin set by Frank R. Drexel, LS Number 2149, thence North 22 Degrees 3 Minutes 25 Seconds east, a distance of 621.56 feet to a point, which is the Southeast corner of this tract of land, and which is marked by an iron pin with an aluminum cap with the notation "RLS9480"; thence North 15 Degrees 16 Minutes 10 seconds East and running along the West right of way line of Interstate 25, to the intersection with the South right of way line of Las Animas County Road No. 69.1, being a distance of 422.95 feet more or less, said point being marked with an iron pin containing the notation on an aluminum cap "RLS10382"; thence westerly along the South right of way line of said County Road, North 88 Degrees 32 Minutes 20 Seconds West, a distance of 612.05 feet to a point; thence South 2 Degrees 5 Minutes 10 Seconds West, a distance of 405.25 feet to a point; thence South 87 Degrees 54 Minutes 50 Seconds East to the point and place of beginning, being a distance of 515.80 feet, being the Southeast corner of the said tract of land.

CannaCo Facility
3019 Toupal Drive
Trinidad, CO 81082

Prepared by:

CannaCo
8210 Cherry Blossom Drive
Windsor, CO 80550
719.680.8087



APPENDIX D

Contents:

1. Detail List of Loans and Financial Obligations

Detail Page 6, Question 10

Promissory note to PEG Industries

CannaCo Facility
3019 Toupal Drive
Trinidad, CO 81082

Prepared by:

CannaCo
8210 Cherry Blossom Drive
Windsor, CO 80550
719.680.8087

PROMISSORY NOTE

For value received, I or we, promise to pay to the order of

PEG Industries, Inc.
500 Garrison Street
Lakewood, CO 80226

303.241.7065

Loan No: Cynthia Genova Loan
Origination Date October 14, 2014

Amount \$ 30,000.00

6% Interest Only Until due December 31, 2016

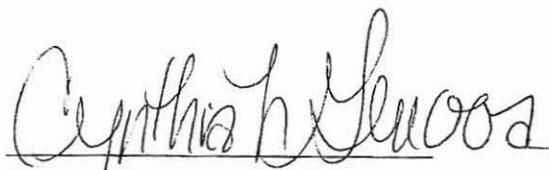
in lawful money of the United States of America the amount of Thirty thousand dollars (\$30,000.00) with interest at the rate of Six percent (6%) annual percentage rate.

Payments of interest shall be billed to Genova monthly and be due by the 15th day of the month, beginning July 15, 2015. Principal and interest shall be payable at 500 Garrison Street, Lakewood, Colorado, 80226. The principal amount set forth above shall be due no later than December 31, 2016. If any interest payment required by the terms of this Note is not paid when due, the entire amount of that interest payment can immediately be added to the principal amount outstanding. Genova may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any interest payments or change the due date for the principal amount remaining. The makers and endorsers of this note guarantee payment thereof and hereby severally waive presentment, notice of dishonor, protest, and diligence in bringing suit against any party hereto for the principal amount.

With the execution of the Promissory Note, Thirty Thousand dollars (\$30,000.00) shall be loaned to Borrower.

Dated: _____

10/15/14



CYNTHIA L. GENOVA

PROMISSORY NOTE

For value received, I or we, promise to pay to the order of

PEG Industries, Inc.
500 Garrison Street
Lakewood, CO 80226

303.241.7065

Loan No: Cynthia Genova Loan
Origination Date October 14, 2014

Amount \$ 30,000.00

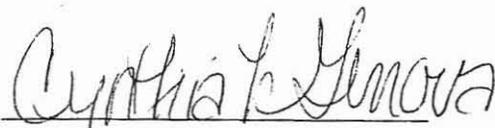
6% Interest Only Until due December 31, 2016

in lawful money of the United States of America the amount of Thirty thousand dollars (\$30,000.00) with interest at the rate of Six percent (6%) annual percentage rate.

Payments of interest shall be billed to Genova monthly and be due by the 15th day of the month, beginning July 15, 2015. Principal and interest shall be payable at 500 Garrison Street, Lakewood, Colorado, 80226. The principal amount set forth above shall be due no later than December 31, 2016. If any interest payment required by the terms of this Note is not paid when due, the entire amount of that interest payment can immediately be added to the principal amount outstanding. Genova may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any interest payments or change the due date for the principal amount remaining. The makers and endorsers of this note guarantee payment thereof and hereby severally waive presentment, notice of dishonor, protest, and diligence in bringing suit against any party hereto for the principal amount.

With the execution of the Promissory Note, Thirty Thousand dollars (\$30,000.00) shall be loaned to Borrower.

Dated: 10/15/14


CYNTHIA L. GENOVA

Instructions: Please print this document for your records.

COLORADO BUSINESS EXPRESS

COLORADO DEPT OF REVENUE

Thank you for registering with the Colorado Department of Revenue!
Your electronic application has been received.
You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

Filing Information

Your filing information is as follows:

Date: 10/13/2014 18:11

Name: Canna Company

Address: 8210 Cherry Blossom Dr
Windsor, CO 80550-8038

Sales Tax Account Number: 30460950

Sales Tax Filing Frequency: \$300/month or more (Monthly)

Wage Withholding Account Number: 30460950

Wage Withholding Filing Frequency: \$1-\$6,999/Year - Quarterly

Websites

State of Colorado: www.colorado.gov

Colorado Department of Revenue: www.colorado.gov/revenue

Colorado Department of Revenue Online Customer Support Site:
revenuestateco.custhelp.com

File and pay your sales tax online: www.colorado.gov/RevenueOnline

Register to pay by EFT: www.colorado.gov/revenue/eft

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

Colorado Business Express PDF Receipt

Address Change or Business Closure Form (DR 1102) Instructions

The address change or closure form must be used to notify the department of name/address changes, or to notify the department that you are no longer liable for Colorado sales tax, withholding tax or retailer's use tax. You can close your account online at www.Colorado.gov/RevenueOnline File this form now through Revenue Online. Visit www.Colorado.gov/RevenueOnline

Revenue Online allows convenient and secure access to conduct business with the Department of Revenue. To learn more about Revenue Online, choose the "Help Link" in the upper left hand corner of the login screen. The "Help Link" gives detailed information of the services available. Third party login access information is included in the list of services.

Change in Ownership

If there has been a change in ownership and you are the new owner, you must complete a Sales Tax / Wage Withholding Account Application (CR 0100) for a new account to be established.

FEIN

This is your Federal employer identification number. Please enter your Federal employer identification number.

Note: A new FEIN will require a new Department of Revenue account. Please fill out a Sales Tax / Wage Withholding Account Application (CR 0100).

Change of Name/Address

Use the right hand block to change any portion of your name/address. Mail the completed form to the Department of Revenue. If you have changed jurisdiction and are filing a sales tax return please download a single flat DR 0100 form our Web site at www.TaxColorado.com so that you may collect and remit the correct sales tax for your new location. Once the department has received your Address Change or Business Closure Form, you will first receive a single flat DR 0100 return and then a coupon book the following month. If you elect to file electronically, you will not receive a flat or a coupon book. See the DR 1002 available on our Web site to verify the tax rates applicable to your new address location. If you are changing a corporate name, you must include the Amended Articles of Incorporation from the Secretary of State's Office.

Important

DO NOT make changes to the name and address on your returns after you have notified the Department on the Address Change or Closure Form.

Date of Closure

Check the appropriate tax type box and indicate the date your account should be closed. This box should be checked ONLY if:

1. Your business was sold or discontinued.
2. You are no longer liable for the tax indicated.
3. The structure of your business changed and a new Federal Employer I.D. Number (FEIN) was issued.
4. Your corporation merged into another corporation.

Mail to and make checks payable to:

Department of Revenue
 Denver, CO 80261-0009



Photocopy for your records.

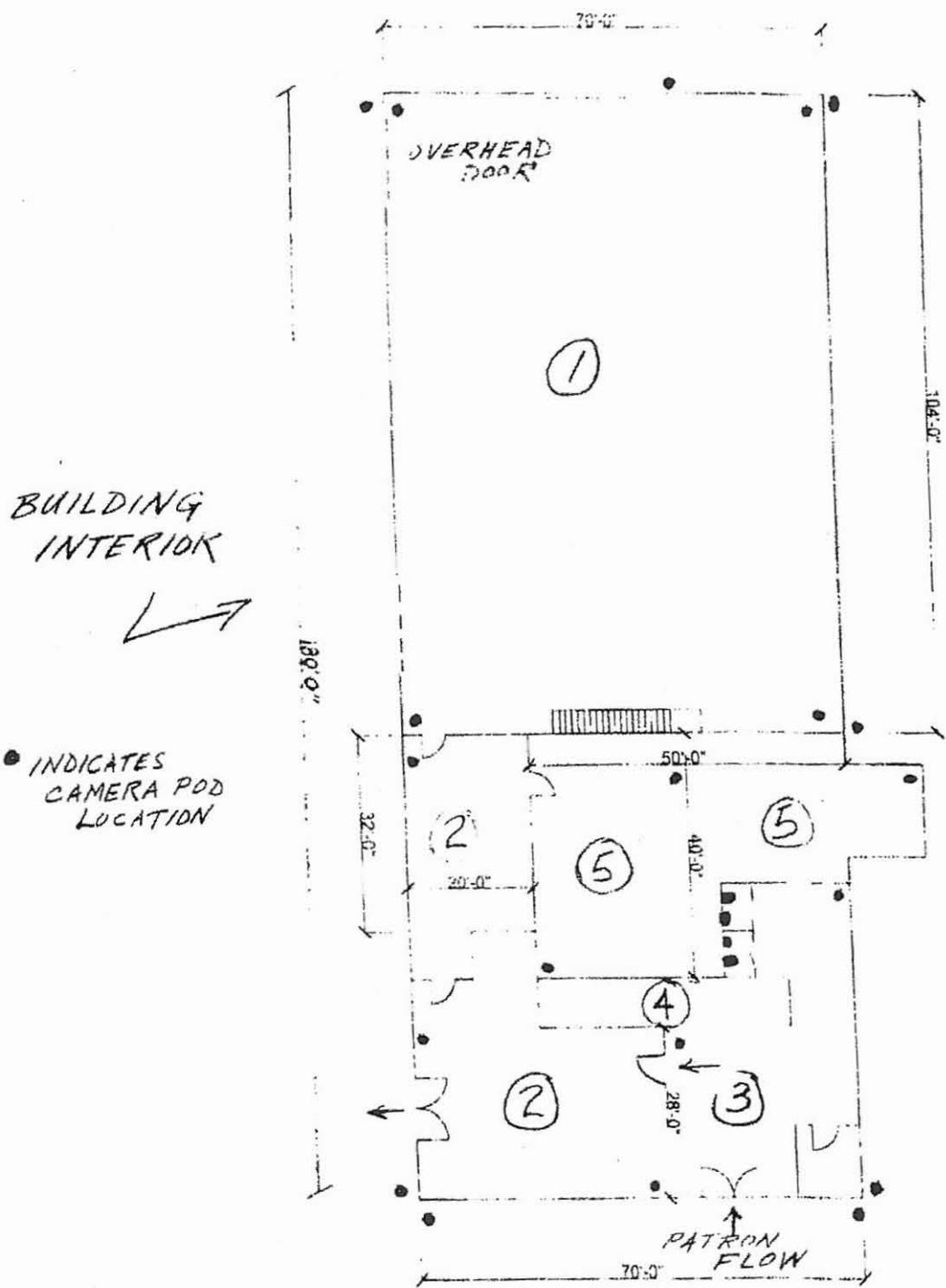
Cut here and send only the coupon below. Help us save time and your tax dollars.

DR 1102 (08/30/13)
 COLORADO DEPARTMENT OF REVENUE
 www.TaxColorado.com

Address Change or Business Closure Form

Use this form to notify the department of name and/or address changes or to notify the department that you want to close your account				Account Number 30460950-0001		FEIN ██████████			
Date account closed: (MM/DD/YY) ☺		<input type="checkbox"/> Withholding Tax		<input type="checkbox"/> Sales Tax		<input checked="" type="checkbox"/> Entire Account		<input type="checkbox"/> Other	
Date (MM/DD/YY) ☺		(Last Day of Payroll)		Date (MM/DD/YY) ☺		(Last Day of Sales)		Date (MM/DD/YY) ☺	
Previous Name and Address (Address Change Only)					New Name and Address (Address Change Only)				
Last Name			First Name		Last Name			First Name	
Address 8210 Cherry Blossom Dr					Address 3019 Toupal Drive				
City Windsor			City Trinidad		County Las Animas				
State CO		Zip 80550		Telephone 7196808087		State CO		Zip 81082	
Telephone (719) 680-8087									
<input type="checkbox"/> Mailing Address		<input checked="" type="checkbox"/> Physical Address		<input type="checkbox"/> Both		<input checked="" type="checkbox"/> Inside City		<input type="checkbox"/> Outside City	
Mail to: Colorado Department of Revenue Denver, Colorado 80261-0009					Note: If your retail business location changes during a filing period you must file a separate sales tax return for the taxes collected at each location Authorized Signature				





- 1. Cultivation area, Licensed Employee Only
- 2. Sales Area, Registered Customer Only
- 3. Waiting area, Open Area
- 4. Office, Storage and Packaging, Licensed Employee Only
- 5. Storage and Packaging, Licensed Employee Only

CannaCo Facility
 3019 Toupal Drive
 Trinidad, CO 81082

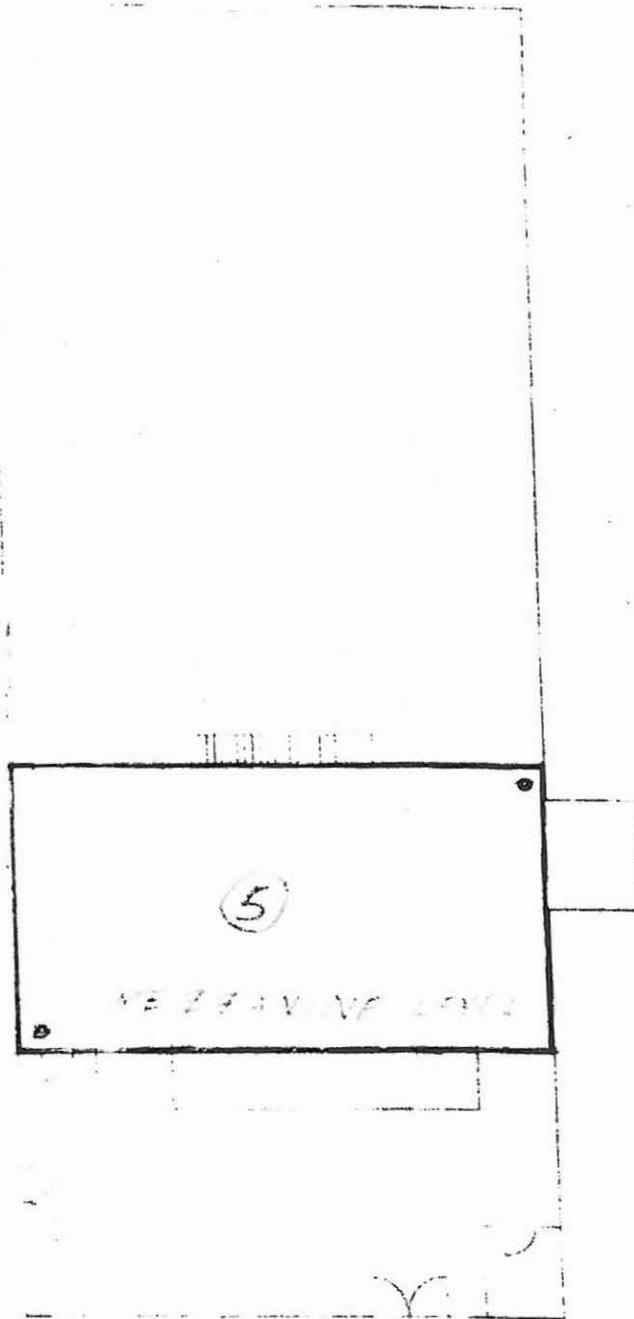
Prepared by:

CannaCo
 8210 Cherry Blossom Dr
 Windsor, CO 80550
 719.680.8087
 September 7, 2014

BUILDING
INTERIOR



- INDICATES
CAMERA TAD
LOCATION



1. Cultivation area, Licensed Employee Only
2. Sales Area, Registered Customer Only
3. Waiting area, Open Area
4. Office, Storage and Packaging, Licensed Employee Only
5. Storage and Packaging, Licensed Employee Only

CannaCo Facility
3019 Toupal Drive
Trinidad, CO 81082

Page 2 of 2

Prepared by:

CannaCo
8210 Cherry Blossom Dr
Windsor, CO 80550
719.680.8087
September 7, 2014



APPENDIX F

Contents:

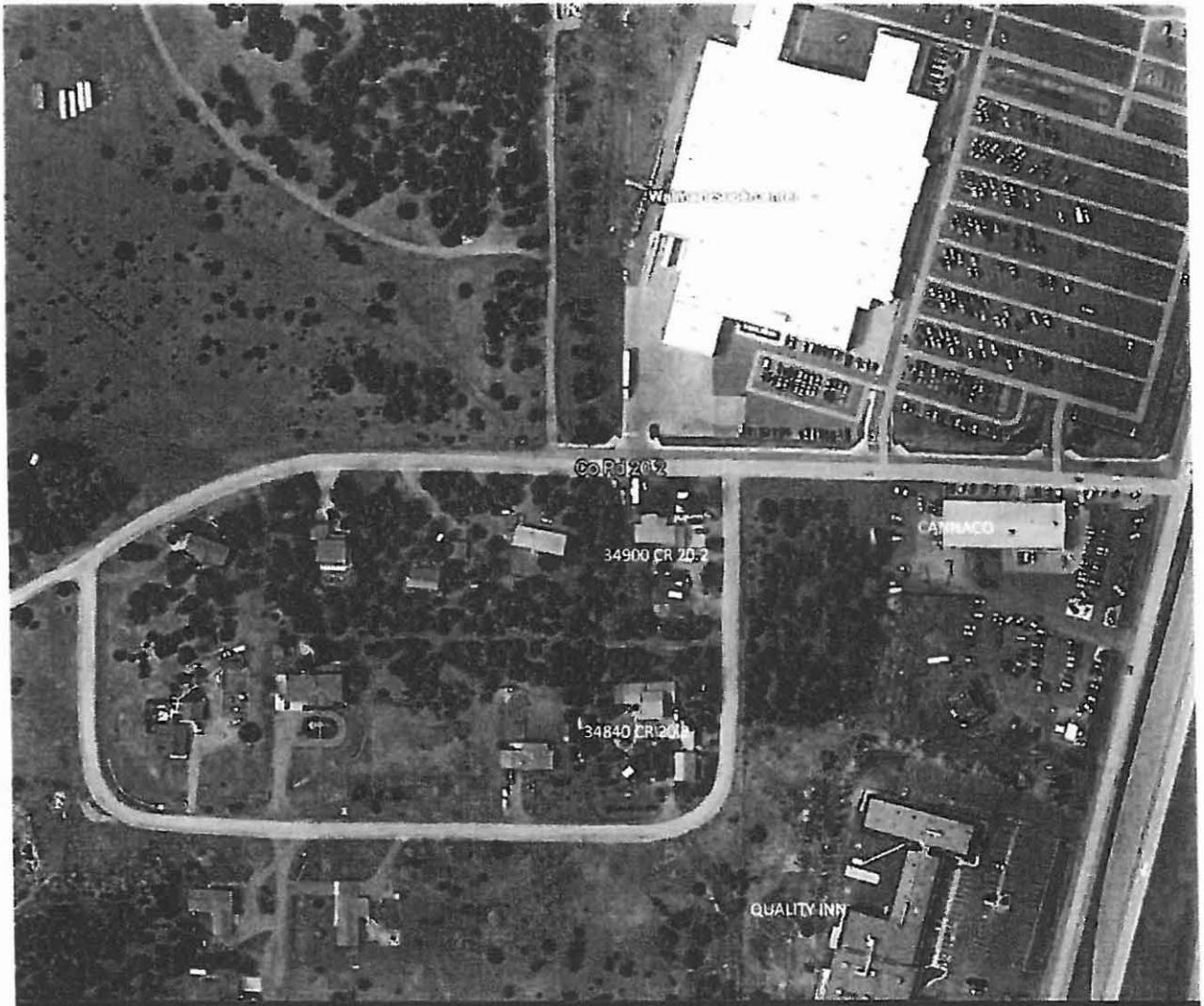
1. Aerial Photograph of Site
2. Plot Plan
3. Building Interior
4. Site Overview

CannaCo Facility
3019 Toupai Drive
Trinidad, CO 81082

Prepared by:

CannaCo
8210 Cherry Blossom Drive
Windsor, CO 80550
719.680.8087

SITE AERIAL IMAGE

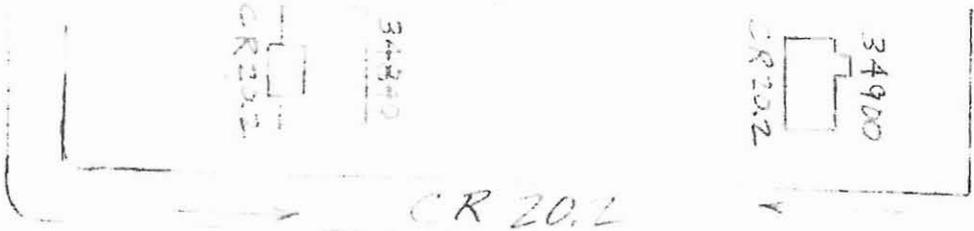


CannaCo Facility
3019 Toupal Drive
Trinidad, CO 81082

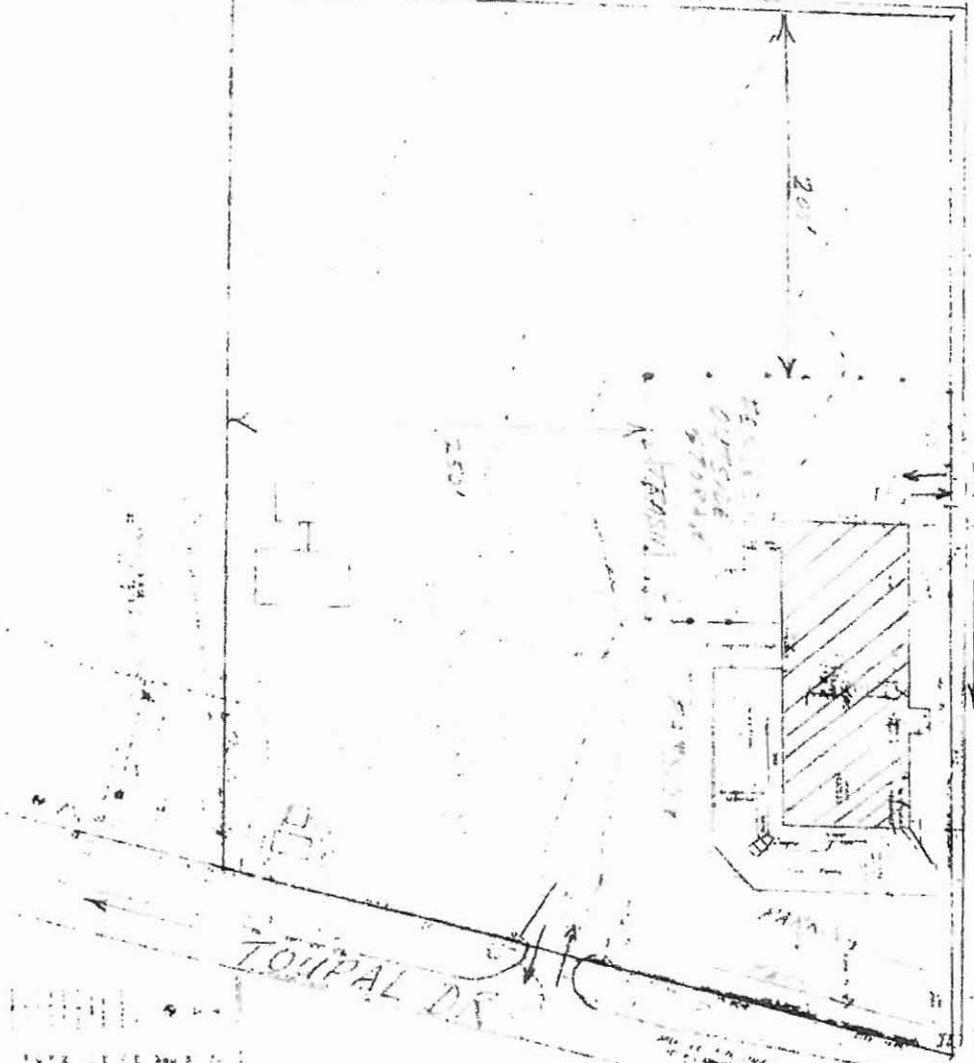
Prepared by:

CannaCo
8210 Cherry Blossom Drive
Windsor, CO 80550
719.680.8087
September 7, 2014

11/21/2011



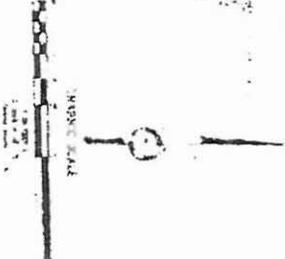
QUALITY M



TOUPAL DR

TRAFFIC FLOW

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY	11/21/11	...
2
3
4
5
6
7
8
9
10





The current facility located at 3019 Toupal Drive, Trinidad, Colorado is ideal for the proposed business. The facility has developed infrastructure in place and modifications to utility services are not required. The retail operations will be conducted very much as current operations are with the east retail area and waiting room occupying this area. The cultivation area will operate in a semi-isolated, much less trafficked, secure environment that is currently the service area. The fenced area to the west will isolate and secure the refuse disposal area and outside storage if required.

Utilities: No change in service.

Traffic Pattern: No change, may see increased volume.

Parking: No change, ample parking available on site. Estimated 64 parking space minimally available.

Snow removal: Subcontracted to local service or managed by staff on site.

Buffer zone: West fence line is located approximately 200 foot to CR 20.2. The south fence line is located 250 foot from the south abutting property, which is the only shared property line. To the north is CR 20.2 and the south end of the WalMart parking lot. To the east is Toupal Drive, Exit 11 highway exit ramp and Interstate 25.

Noise: It is estimated that the noise level will not vary significantly from present levels.

Odor: Odor control will be initiated as necessary. The facility will use carbon scrubbing, ozone generators and/or mechanical methods to control odors.

Security: The area will be monitored 24 hours per day, seven days per week with state of the art security surveillance, motion detection, contact closure alarms, and infra red technology. The cameras will cover the entire three acre facility, entrances, exits, and building interior. On site security services personnel will be on site as required by operations. This plan will enhance the overall security of the immediate area, Toupal Drive and County Road 20.2.

Panhandling, loitering, extended parking and overnight parking are strictly prohibited on site. Signs will be posted as such and the area patrolled by a marked security vehicle.

Visual Impact: The visual impact of the area will be minimal. The façade and exterior will largely remain the same. The sign will occupy the same footprint.

CannaCo will only operate a professional, clean and organized work environment.

CannaCo Facility
3019 Toupal Drive
Trinidad, CO 81082

Prepared by:

CannaCo
8210 Cherry Blossom Drive
Windsor, CO 80550
719.680.8087
September 7, 2014



8210 Cherry Blossom Drive
Windsor, CO 80550
719.680.8087

VIA HAND DELIVERY

December 5, 2014

City of Trinidad
135 N. Animas St.
P.O. Box 880
Trinidad, CO 81082

RE: Cannaco Marijuana Store Application
Cannaco Marijuana Cultivation Facility Application

Good day:

Cannaco hereby requests processing of the applications referenced above and appreciates the City of Trinidad's expeditious handling of this matter.

Please find attached the following:

1. Trinidad Application for Retail Store
2. Trinidad Application for Marijuana Cultivation Facility
3. Individual History Record of Cynthia L. Genova
4. Payment in amount of \$10,000.00 for application and license fee
5. Copy of Colorado Department of Revenue Retail Store License Application and attachments
6. Copy of Colorado Department of Revenue Retail Cultivation License Application and attachments

The payment has been calculated based upon the following:

Retail store application fee	\$ 2500.00
Retail cultivation application fee	2500.00
Retail store license fee	2500.00
Retail cultivation license fee	2500.00
Square foot Cultivation fee	5000.00
Less amount forwarded by MED	<u>(5000.00)</u>
Amount due	\$10,000.00

Please also accept this letter as confirmation of Cannaco's intent to enter into a Security and Alarm System Contract operated by an off-site, bonded and insured central alarm monitoring company. Cannaco will execute this contract and install the system as soon as Cannaco can physically have possession of the property.





8210 Cherry Blossom Drive
Windsor, CO 80550
719.680.8087

Cannaco sincerely appreciates the City of Trinidad's hard work and efforts in accomplishing the task at hand. We look forward to operating our business in the City of Trinidad and sustaining a mutually beneficial relationship.

Thank you again.

Best Regards,

Cynthia L. Genova
Chair Woman
Canna Company



VIA EMAIL TRANSMISSION

January 13, 2015

City of Trinidad
135 North Animas Street
Trinidad, CO 81082

Re: 3019 Toupal Drive Site Lighting Plan
3019 Toupal Drive Site Surveillance Camera Plan

Good Day:

Please find attached the site plans regarding the above referenced subject matter.

Feel free to contact me with any questions.

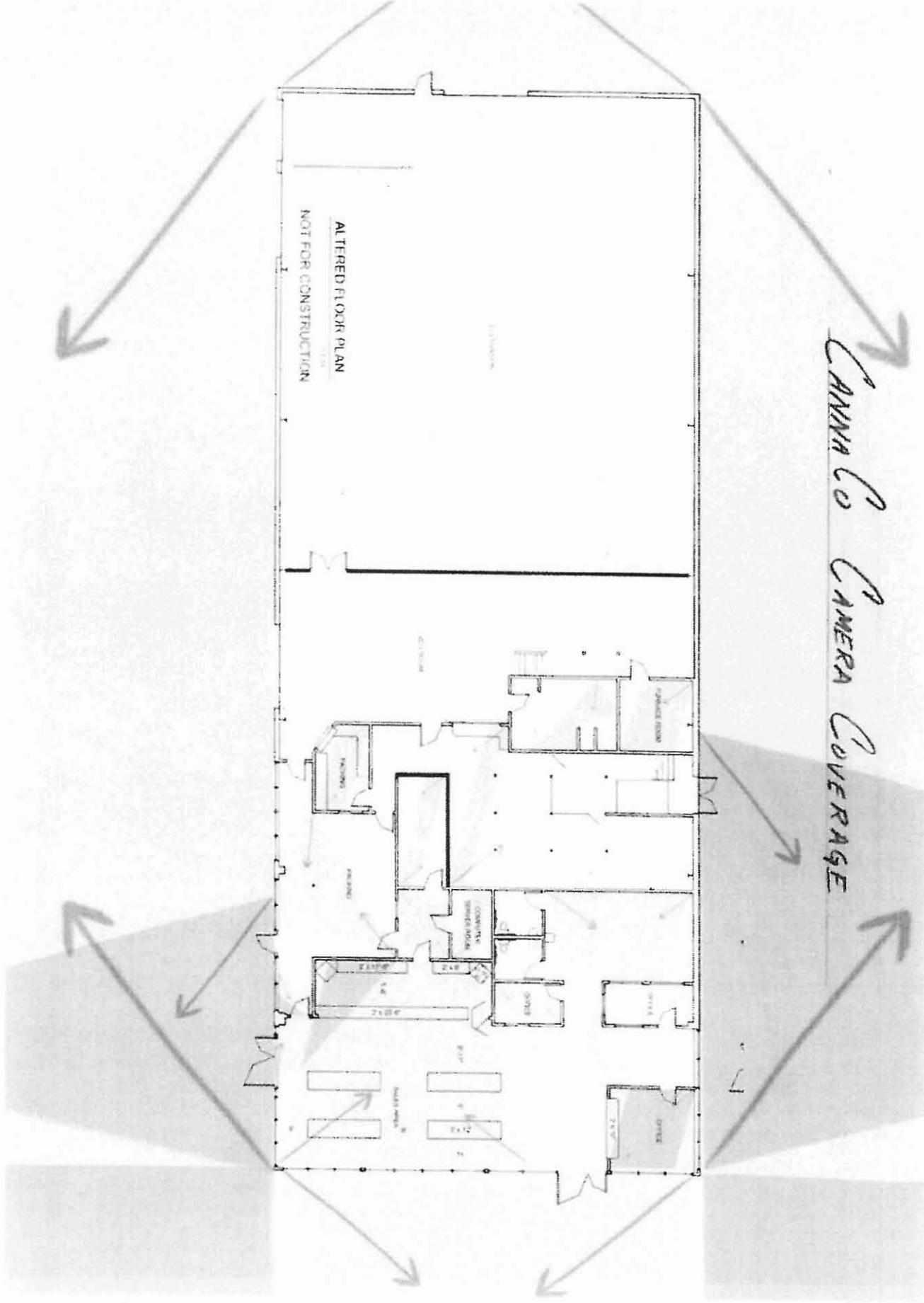
Sincerely,

Cynthia L. Genova
Chairman
Canna Company

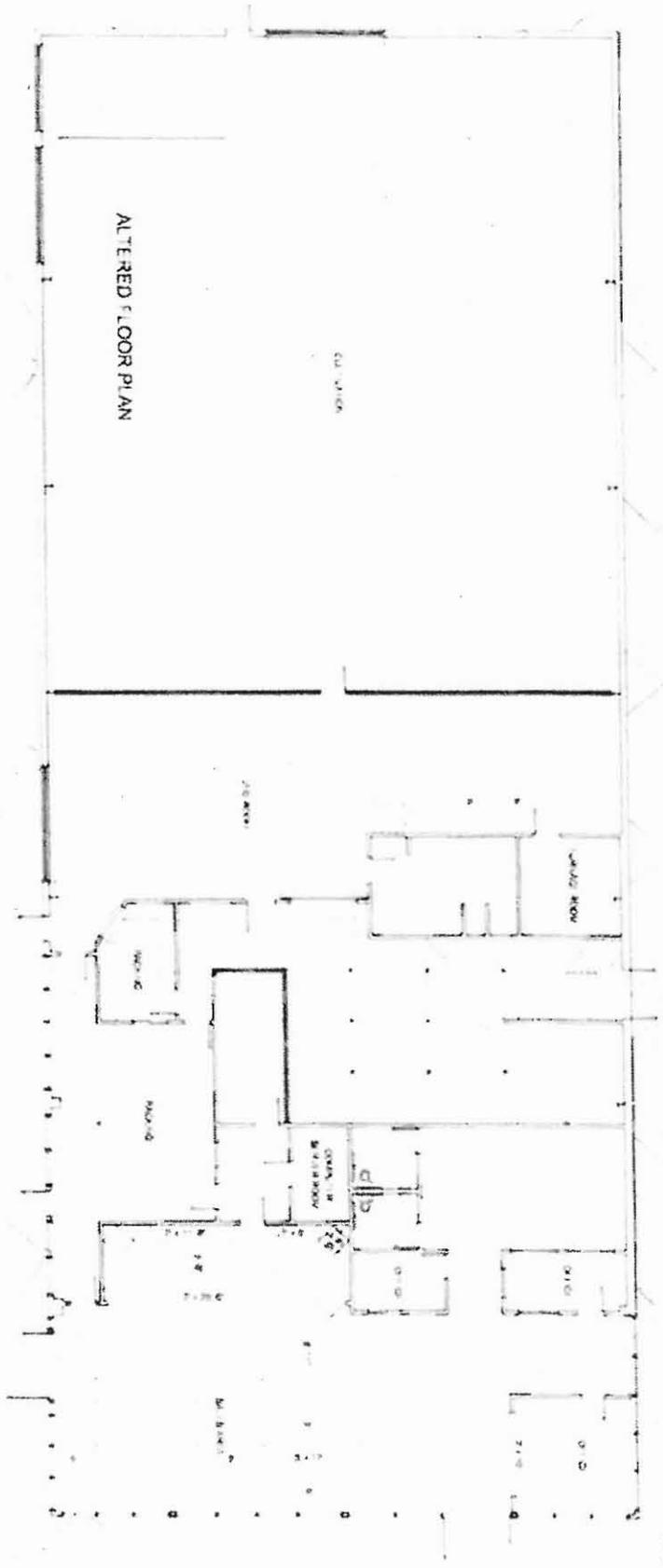
Canna Company
3019 Toupal Drive, Trinidad, CO 81082
719.680.8087 www.canna.co.com

ALTERED FLOOR PLAN
NOT FOR CONSTRUCTION

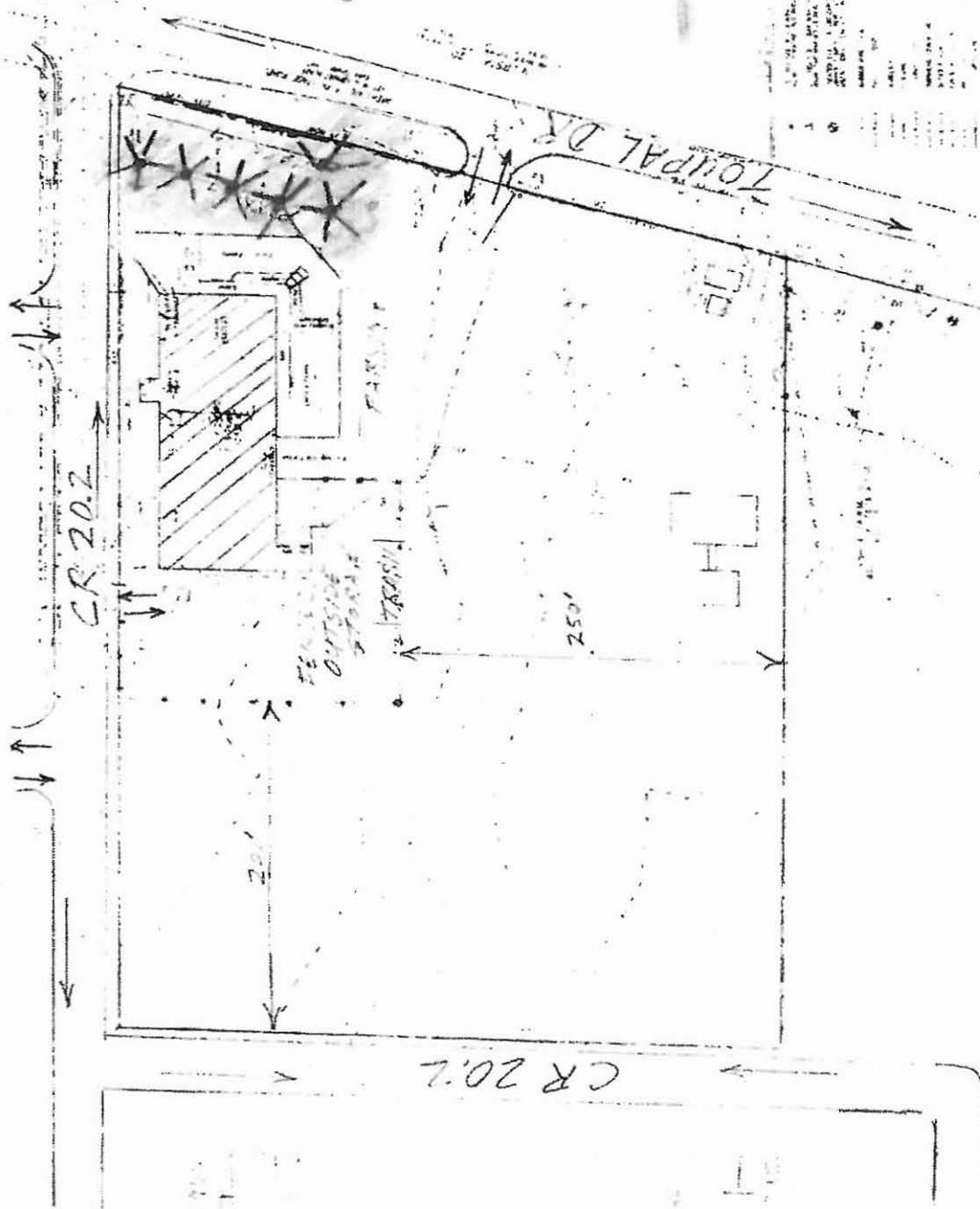
Camera Co Camera Coverage



CANNA Co EXTERIOR LIGHTING ATTACHED BUILDING FLOODS



WALMART



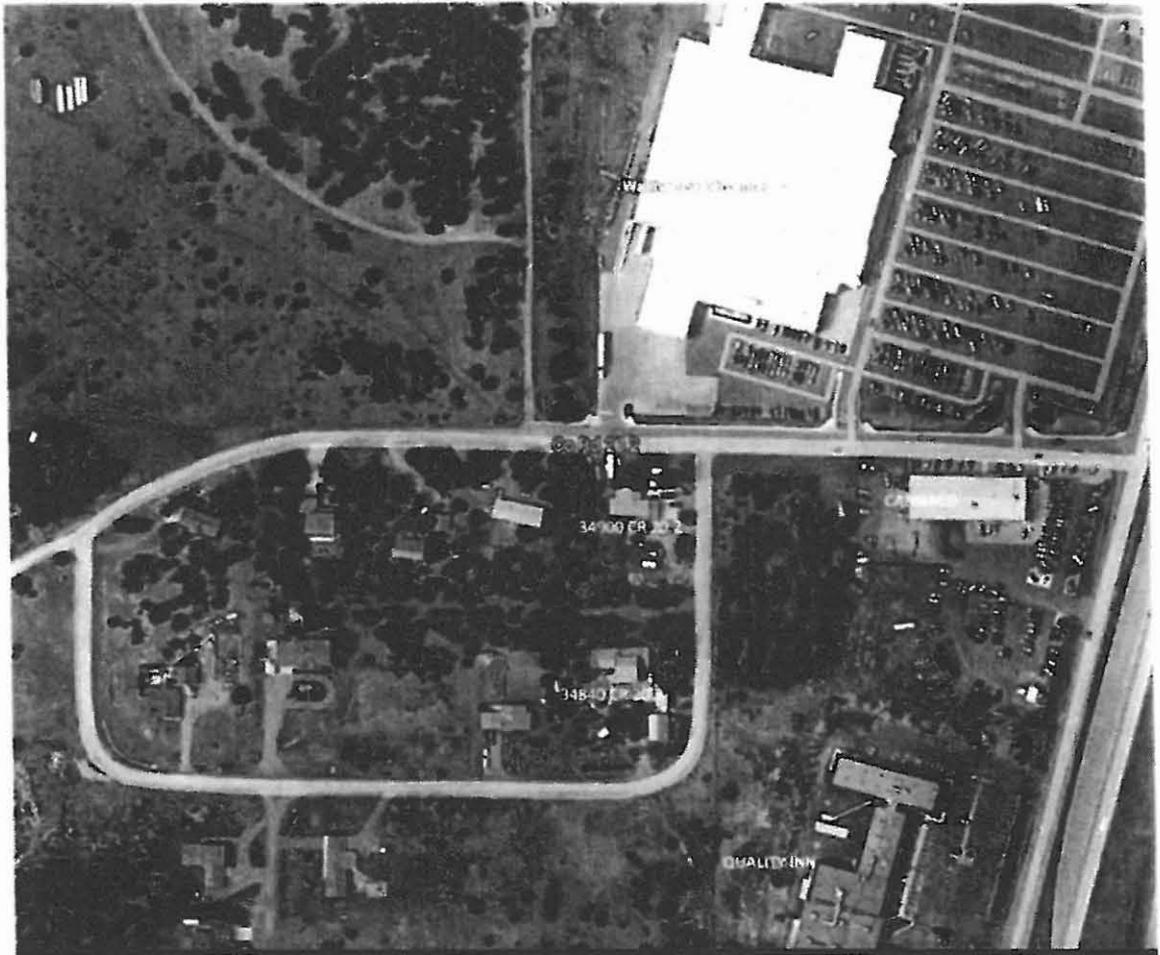
CANNA CO

BUILDING FOOTPRINTS
LIGHT POSTS

QUALITY IN

TRAFFIC FLOW

SITE AERIAL IMAGE



CannaCo Facility
3019 Tougal Drive
Trinidad, CO 81082

Prepared by:
CannaCo
8210 Cherry Blossom Drive
Windsor, CO 80550
719.680.8087
September 7, 2014



Individual History Record
City of Trinidad, Colorado

CONFIDENTIAL INFORMATION
NOT FOR PUBLIC DISCLOSURE

PLEASE PRINT CLEARLY IN BLACK INK

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Medical Marijuana License.

NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. All questions must be answered in their entirety or your application may be delayed or not processed. EVERY answer you give will be checked for its truthfulness. A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.

1. Owner/Company Name CANNA COMPANY
2. D/B/A (Doing Business As) CANNA CO
3. Business address 3019 TOUPAL DR TRINIDAD CO 81082
4. Business License # PENDING

5. Your Full Name (last, first, middle) CENOVA CYNTHIA LOUISE
6. List any other names you have used _____

7. Mailing address (if different from residence) _____
8. Phone 719-680-8087

9. List All Other Medical Marijuana Licenses issued to Applicant (Attach separate sheet if necessary)
NONE Location _____

10. Identify Medical Marijuana Optional Premise License, license number, and issuer of said license.
NONE

11. List all residence addresses below. Include current and previous addresses for the past five years.

	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current	[REDACTED]	LAKWOOD, CO 80226	1998	PRESENT
Previous	_____	_____	_____	_____
	_____	_____	_____	_____

12. List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
OGESC	500 GARRISON ST LAKEWOOD CO 80226	CUST SERV	2013	PRESENT
JEFFCO SCHOOLS	1829 DENVER WEST BLVD GOLDEN CO 80401	EDUCATOR	1999	2013

13. List the name(s) of relatives working in or holding a financial interest in the Colorado Medical Marijuana Industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
NONE			

14. Have you ever applied for, held, or had an interest in a State of Colorado Medical Marijuana License, or loaned money, furniture or fixtures, equipment or inventory, to any Medical Marijuana licensee? If yes, answer in detail. YES NO

NONE

15. Have you ever received a violation notice suspension or revocation, for a law violation, or have you applied for or been denied a Medical Marijuana License anywhere in the U.S.? If yes, explain in detail. YES NO

NONE

16. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Include all arrests. If yes, explain in detail; include date, charge and disposition. YES NO

NONE

17. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? If yes, explain in detail. YES NO

NONE

18. Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? If yes, explain in detail. YES NO

NONE

I fully understand that the Trinidad Police Department conducts a background investigation of all applicants (using this application for its beginning point), who are being considered for a Medical Marijuana License. This investigation includes, but is not limited to, an investigation of past employment, financial stability, driving records and character. I hereby waive any and all rights that I may have to examine, review, or inspect any documents or information of whatever kind, form or nature, obtained in the course of the background investigation.

I hereby authorize any person who is contacted by the Trinidad Police Department's personnel to release any information to the Trinidad Police Department pertaining to the background investigation.

I also understand hereby that this application and any and all papers and other exhibits submitted by me or any person, government agency, former employer, private business, or any other individual or group of individuals become, upon submission to the Trinidad Police Department, the property of the City of Trinidad, State of Colorado, and can not and will not be returned to me under any circumstances whatsoever, and will not be disclosed to me.

I authorize the Trinidad Police Department to release any information or documents collected during the application process to any person or entity lawfully empowered to obtain this information or documents.

I further agree to release and hold harmless any person releasing such information to the Trinidad Police Department from any and all liability or claims that I may have against that person arising out of the release of such information.

I further agree to release and hold harmless the City of Trinidad, its elected officials, officers, agents and employees from any and all liability or claims which I may have arising out of the disclosure of such information to the Trinidad Police Department for use by the Trinidad Police Department in the consideration of my application for a Medical Marijuana License, the disclosure or release of any information or documents by the Trinidad Police Department or agents thereof collected during the application process to any person or entity lawfully empowered to obtain such information or documents.

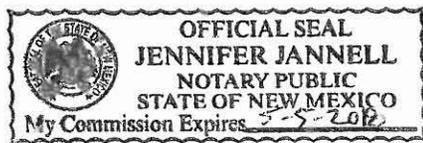
This Affidavit is made for purposes of inducing the Local Medical Marijuana Licensing Authority of the City of Trinidad, Colorado, to approve the aforementioned Medical Marijuana license application. This Affidavit is made with the knowledge and consent by me; and if this Affidavit for any reason proves to be false, the Trinidad Medical Marijuana Authority may revoke the license previously issued to me in reliance upon this Affidavit and said revocation may be accomplished without the necessity of any hearing.

Cynthia L Genova
Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 5 day of December, 2014, by Cynthia L Genova.

Witness my hand and official seal.

My commission expires 5-5-2018.



Jennifer Jannell
Notary Public

Owner/Manager Approval (Required)

I, CYNTHIA L. GENOVA, Owner/Manager of CANNA Co
Owner or Manager's Name Printed Here Business Name Printed Here

acknowledge and approve the submittal of an application for CYNTHIA L. GENOVA
Applicant's Printed Name Here



Trinidad Police Department

2309 E Main St.

Trinidad, Co 81082

(719) 846-4441 (719) 846-3728 (fax)

To Audra Garrett
From Det Sgt Phil Martin
January 13, 2015

A handwritten signature in black ink, appearing to be 'Phil Martin', is written over the text of the recipient and sender information.

RE: Cynthia Louise Genova

To Whom It May concern:

A check of various public data bases has been conducted. This agency found NO RECORD for the above listed applicant. ~~The applicants fingerprint results are also attached to this letter~~

If further information is required, please feel free to contact this agency

Colorado Marijuana Licensing Authority Retail Business License Application

License Types & Fees (See Application Checklist for details on license types and fees.)			
<input checked="" type="checkbox"/> Retail Marijuana Store <input type="checkbox"/> Retail Marijuana Cultivation <input type="checkbox"/> Retail Marijuana Test Facility	<input type="checkbox"/> Tier 1 = 3600 or fewer plants <input type="checkbox"/> Tier 2 = 3601 – 6000 plants <input type="checkbox"/> Tier 3 = 6001–10200 plants	<input type="checkbox"/> Retail Marijuana Products Manufacturer <input type="checkbox"/> Conversion <input type="checkbox"/> Retail/Medical Marijuana Combined Use	
Applicant's Legal Business Name (Please Print) Canna Company		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration) CannaCo		Website Address www.canna.co.com	
Physical Address			
Street Address of Marijuana Business 3019 Toupal Dr		City Trinidad	State CO
Business Phone Number (719) 680-8087		Business Fax Number	ZIP 81082
		Email Address josh@canna.co.com	
Mailing Address (if different from Business Address)			
Address 8210 Cherry Blossom Dr		City Windsor	State CO
Primary Contact Person for Business Joshua Bleem		Title President GENERAL MANAGER	ZIP 80550
Primary Contact Address (city, state ZIP) 8210 Cherry Blossom Dr, Windsor, CO 80550		Primary Contact Phone Number (719) 680-8087	
Primary Contact Address (city, state ZIP) 8210 Cherry Blossom Dr, Windsor, CO 80550		Primary Contact Fax Number	
Federal Taxpayer ID [REDACTED]		Colorado Sales Tax License # 30460950	Email Address josh@canna.co.com
Type of Business Structure			
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Publicly Traded Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other _____			
State of Incorporation or Creation of Business Entity Colorado			Date 08/23/2014
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) 08/23/2014			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business Colorado			
List all Trade Names used by the Business Entity (other than above) N/A			
Attach copies of all articles of incorporation, bylaws, articles of organization, or a true copy of any partnership or trust agreement, including any and all amendments to such. If a corporation, attach copies of all annual and bi-annual reports, SEC filings, if any, and all minutes from all corporate meetings for the past 12 months.			

1. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?		Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	
2. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state); (a) been denied a privileged license (ie: Liquor, Gaming, Racing and Marijuana)? (b) had a privileged license (ie: Liquor, Gaming, Racing and Marijuana) suspended or revoked? (c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked?		 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	
If you answered yes to 2a, b or c, explain in detail on a separate sheet.			
3. Has a Marijuana license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.		 <input type="checkbox"/> <input checked="" type="checkbox"/>	
4. Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? Attach all documentation showing legal possession. Deed, Title, sale or lease agreements etc. <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ (a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:			
Landlord John H & Marsha M Lackey Trust	Tenant Canna Company	Expires	
Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)			
5. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.			
Name	Date of Birth	FEIN OR SSN	Interest
N/A			
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.			
Local Licensing Authority (To be filled out by Applicant)			
Local Licensing Authority/Department City of Trinidad		Address 135 North Animas Street, Trinidad, CO 81082	
Local Licensing Authority contact name Audra Garrett/City Clerk		Contact Phone (719) 846-9843	Contact Email audra.garrett@trinidad.co.gov
6. Has the Applicant filed for a retail marijuana cultivation?		Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	
What City or County? (Fill out a separate and complete application)			
7. Does the Retail Applicant have evidence of a good and sufficient bond in the amount of \$5000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?		<input checked="" type="checkbox"/> <input type="checkbox"/>	
Printed Legal Business Name Canna Company		Printed Trade Name (DBA) CannaCo	

1. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	Yes	No	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);			
(a) been denied a privileged license (ie: Liquor, Gaming, Racing and Marijuana)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(b) had a privileged license (ie: Liquor, Gaming, Racing and Marijuana) suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If you answered yes to 2a, b or c, explain in detail on a separate sheet.			
3. Has a Marijuana license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4. Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? Attach all documentation showing legal possession. Deed, Title, sale or lease agreements etc. <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____			
(a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:			
Landlord John H & Marsha M Lackey Trust	Tenant Canna Company	Expires	
Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)			
5. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.			
Name	Date of Birth	FEIN OR SSN	Interest
N/A			
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.			
Local Licensing Authority (To be filled out by Applicant)			
Local Licensing Authority/Department City of Trinidad		Address 135 North Animas Street, Trinidad, CO 81082	
Local Licensing Authority contact name Audra Garrett/City Clerk	Contact Phone (719) 846-9843	Contact Email audra.garrett@trinidad.co.gov	
6. Has the Applicant filed for a retail marijuana cultivation?	Yes	No	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
What City or County? (Fill out a separate and complete application) Trinidad Colorado			
7. Does the Retail Applicant have evidence of a good and sufficient bond in the amount of \$5000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?			<input checked="" type="checkbox"/> <input type="checkbox"/>
Printed Legal Business Name Canna Company	Printed Trade Name (DBA) CannaCo		

Ownership Structure

List all persons and/or entities with any ownership interest, and all officers and directors, whether they have ownership interest or not. If an entity (corporation, partnership, LLC, etc.) has interest, list all persons associated with such entity, their ownership in the entity, and their effective ownership in the license. List all parent, holding or other intermediary business interest. An Associated Key License Application form must be submitted for all persons in a privately held company or a publicly traded corporation, and all officers and directors.

ATB
10/20/14
d20/14

Name Cynthia Genova		Title Chair Person		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Lakewood		State CO		ZIP 80226		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Canna Company				Own. % Business Associated with 100		Effective Own. % in Applicant 100			
Name Joshua Bleem		Title President		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Windsor		State CO		ZIP 80550		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Canna Company				Own. % Business Associated with 0		Effective Own. % in Applicant 0			
Name [REDACTED]		Title VP/Sec/Treasurer		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Windsor		State CO		ZIP 80550		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Canna Company				Own. % Business Associated with 0		Effective Own. % in Applicant 0			
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with		Effective Own. % in Applicant			
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with		Effective Own. % in Applicant			
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with		Effective Own. % in Applicant			
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with		Effective Own. % in Applicant			

Are there any outstanding options and warrants?
 Yes No *If YES, attach list of persons with outstanding options and warrants

Are there any other persons, other than those listed in the Ownership Structure, including but not limited to suppliers, lenders and landlords, who will receive, directly or indirectly, any compensation or rents based upon a percentage or share of gross proceeds or income of the Marijuana business?
 Yes No *If YES, attach list of persons

Printed Legal Business Name Canna Company	Printed Trade Name (DBA) CannaCo
1. Has the applicant, the applicant's parent company or any other intermediary business entity ever applied for a Marijuana license in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity ever been denied a Marijuana license, withdrawn a Marijuana license or had any disciplinary action taken against any Marijuana license that they have held in this or any other jurisdiction, foreign or domestic? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Financial History	
1. Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments or tax liabilities due to any governmental agency anywhere? If YES, provide details on a separate sheet and attach any documents to prove settlement or resolution of the delinquency.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity filed a bankruptcy petition in the past 5 years, had such a petition filed against it, or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for it? If YES, provide details on a separate sheet and attach any documents from the bankruptcy court.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Is the applicant, the applicant's parent company or any other intermediary business entity currently a party to, or has it ever been a party to, in any capacity, any business trust instrument? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign antitrust, trade or security law or regulation ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Has the applicant, the applicant's parent company or any other intermediary business entity been a party to a lawsuit in the past 5 years, either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Has the applicant, the applicant's parent company or any other intermediary business entity filed a business tax return in the past two years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Has the applicant, the applicant's parent company or any other intermediary business entity completed financial statements, either audited or unaudited, in the past two years? If YES, attach all financial statements completed in the past two years.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Has any interest or share in the profits of the sale of Marijuana been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Attach a list detailing the operating and investment accounts for this business, including financial institution name, address, telephone number, and account number for each account.	
10. Attach a list detailing each outstanding loan and financial obligation obtained for use in this business, including creditor name, address, phone number, loan number, loan amount, loan terms, date acquired, and date due.	
Person who maintains Applicant's business records Lynn Bleem	Title VP/Sec/Treasurer
Address 8210 Cherry Blossom Dr, Windsor, CO 80550	Phone Number (970) 238-0473
Person who prepares Applicant's tax returns, government forms & reports Troy Smith	Title Accountant
Address 324 N. San Dimas Avenue, San Dimas, CA 91773	Phone Number (909) 305-1762
Location of financial books and records for Applicant's business Trinidad Colorado	

2
1/20/14

Affirmation & Consent

I, Cynthia Genova, as an authorized agent for the applicant, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Marijuana Business License Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial or revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana License, and for 90 days following the expiration or surrender of such Marijuana license. Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

Print Full Legal Agent Name clearly below:

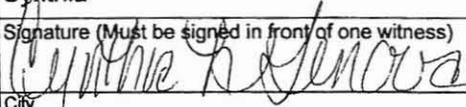
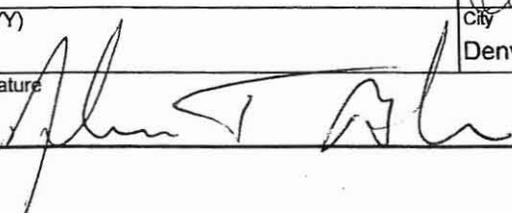
Applicant's Business Name Canna Company		Trade Name (DBA) CannaCo	
Legal Agent Last Name (Please Print) Genova	Legal Agent First Name Cynthia	Legal Agent Middle Name Louise	
Signature <i>Cynthia Genova</i>			Date 10/12/14

Investigation Authorization Authorization to Release Information

I, Cynthia Genova, as an authorized agent for the applicant, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

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

Print Full Legal Name of Authorized Agent clearly below:

Applicant's Business Name Canna Company		Trade Name (DBA) CannaCo	
Legal Agent Last Name (Please Print) Genova	Legal Agent First Name Cynthia	Legal Agent Middle Name Louise	
Legal Agent Title Chair Person	Signature (Must be signed in front of one witness) 		
Date (MM/DD/YY) 10/12/2014	City Denver	State CO	
Witness 1 Signature 			

Applicant's Request to Release Information

TO:	FROM: (Applicant's Printed Name) Cynthia Genova
-----	--

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but no limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
 - (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
 - (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request;
 - (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Print Full Legal Name of Authorized Agent clearly below:

Legal Agent Last Name (Please Print) Genova	Legal Agent First Name Cynthia	Legal Agent Middle Name Louise
Legal Agent Title Chair Person	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) 10/12/2014	City Denver	State CO
Witness 1 Signature 		
Signature of Marijuana Enforcement Division agent presenting this request 		Date

Retail Marijuana Application Checklist:

Revised: June 10, 2014

All applications for conversion or combined use will be treated as new applications requiring all the documents listed below and any others requested by the MED investigators. Once a retail application is submitted, MED will not accept any Changes of Ownership until the license is issued.

X MED will only accept business applications from owners. Managers cannot submit new applications on behalf of the owners. *LOEB LYNN + JOSH RUSSELL*

= MED Retail Marijuana License Application Form – DR8548 (On the MED website)
Two (2) complete copies of this application will be required for EACH Retail Store, Cultivation, Marijuana Products Manufacturer or Testing Facility. One (1) copy for the MED and one (1) copy for the Local Licensing Authority.

= **Two (2) checks or money orders for each license being applied for. One check made out to the MED (DOR) and one made out to the proper local authority.** The application requires you to provide the name of the local authority, a contact name, address, email and phone number so MED can forward the Local Authority the application and fees. Checks will only be accepted from accounts in the business name or in the name of one of the owners. We cannot accept checks from holding companies. Failure to provide Local Authority information and fees will deem the application incomplete.

X LLC's must provide an Operating Agreement and Corporations must provide Articles of Incorporation and Bylaws fully executed and signed by all parties.

X Copy of a current "Certificate of Good Standing" from the Colorado Secretary of State.

X Copy of your current, amended or new lease, **in the name of the business**, fully executed and signed, for the location the business will be located even if it is the same location as your current Medical Center, OPC or MIP. If you have fully executed and signed a sub-lease then you must also provide a copy of the master lease. If you have a contingency clause it must take effect immediately upon MED approval.

X Floor plans of each facility, **to scale**, on 8.5 X 11 inch paper. These drawings, at a minimum, will indicate all walls, fixtures in sales area, entrances, exits, safes, storage areas, locations of cameras, DVR(s) and security room(s). Clearly identify the licensed premise area(s).

X Retail Marijuana Sales Tax Bond on the approved State form. You cannot use your existing Medical Bond for your Retail Store. (On the MED website)
Questions for Taxpayer Service Division: Marijuana Hotline 303-205-8287.

X Copy of the current Marijuana State Tax License, if it exists.

X You will be required to sign an Ownership, Funding and Limitation of Ownership Change Agreement. If you are applying for combined use of the same facility for both a Medical Marijuana Center and Retail Marijuana Store you will be required to sign a Letter of Understanding that you cannot sell Medical Marijuana to anyone under the age of Twenty-One (21) years. (These forms will be provided by MED at time of application.)

X Payment of fees

MED will not accept an incomplete application. MED will consider an application incomplete if the required documents are not submitted or the application is not completely filled out and executed, to include the appropriate number of copies. Businesses submitting incomplete applications and fees will be rescheduled for a later date.

RETAIL APPLICANT OWNERSHIP AND FUNDING CERTIFICATION:

On behalf of the Applicant, I certify under the penalty of perjury that on the date signed:

The ownership described above is accurate and complete and includes *all* shareholders or other owners and members of business entities no matter how slight the ownership interest.

The list of associated persons above is complete and includes *all* corporate or company officers, directors (including outside or independent directors), partners, and all persons who have the ability to exercise control over the management policies of the applicant, together with their accurate titles or positions. *Note:* Business entities which own the applicant entity, in whole or in part, must be detailed ownership in the same manner as the applicant.

On behalf of the Applicant, I certify under the penalty of perjury that on the date signed:

All investments and funds used to start and or finance this Applicant's business have been disclosed and accurately reported. These investments and funds were obtained from fully disclosed, legal and legitimate sources. These investments and funds are not involved in any criminal or money-laundering activity and the funds are clear and not derived from any illegal activities.

Upon signature below the applicant also understands and agrees that no change of ownership or change of location will be accepted by the State Licensing Authority, Marijuana Enforcement Division until such time as the applicant is approved for licensing.

<u>Cynthia Genova</u> Signature	<u>Chairperson</u> Title or Position	<u>10/20/14</u> Date
<u>Cynthia L Genova</u> Typed or Printed Name	<u>Canna Company</u> Business Name	 License #

_____ Signature	_____ Title or Position	_____ Date
--------------------	----------------------------	---------------

_____ Typed or Printed Name	_____ Business Name	_____ License #
--------------------------------	------------------------	--------------------

_____ Signature	_____ Title or Position	_____ Date
--------------------	----------------------------	---------------

_____ Typed or Printed Name	_____ Business Name	_____ License #
--------------------------------	------------------------	--------------------

<u></u> Witnessed By	<u>C.I.</u> Title	<u>10.20.14</u> Date
--	----------------------	-------------------------

RETAIL



COLORADO
Department of Revenue
Enforcement Division - Marijuana

**Colorado Business
Retail Marijuana
License Application**

COPY

Marijuana Enforcement Division

Colorado Marijuana Enforcement Division

Retail Business License Application Instructions

APPLICATION CHECKLIST

1 Application Fully Completed

Type or clearly print an answer to every question. If a question does not apply to you, indicate so with an N/A. If you are unsure if a question applies to you or what information the form is asking you to provide, contact any Marijuana Enforcement Division office to seek clarification. If the available space is insufficient, continue on a separate sheet and precede each answer with the appropriate title. A separate application is required for EACH license type.

2 All Forms Signed & Attached

The following accompanying forms must be signed and returned with the application:

- Affirmation & Consent
- Investigation Authorization/Authorization to Release Information
- Applicant's Request to Release Information

3 All Requested Information Attached (Other forms may be made available and may be required at time of application)

The following information requested on the application must be attached, if applicable:

- Trade Name Registration
- Certificate of Good Standing from the Colorado Secretary of State's Office
- Certified Copy of Articles of Incorporation, including amendments for corporations
- Articles of Organization, including amendments and operating agreement for LLC
- ~~Partnership Agreement, or operating/shareholder agreements~~
- If corp., annual and bi-annual reports and meeting minutes from past 12 months
- All applicable information requested on page 6
- Documentation showing legal possession of the premise to be licensed
- Diagram of premise to be licensed (described on page 4, question 4) including security drawing
- Copies of notes, security instruments, etc., (detailed on page 4, question 5 and page 6, question 8)
- Explanation detailing the funding sources used to finance the applicant business
- List of financial institution accounts as detailed on page 6, question 9
- Copy of sales tax and/or wholesale license

Note: The Marijuana Enforcement Division reserves the right to request additional information and documentation throughout the course of the background investigation.

4 Application and License Fees

See fee table on website.

Retail Marijuana license application fees are split between the Marijuana Enforcement Division (MED) and the Local Licensing Authority. In order for the State to accept this application, both the State and Local fees must be paid at the time the application is accepted by MED. This will require two (2) checks or money orders; one made payable to DOR and one made payable to the Local Licensing Authority, for EACH License. You are responsible for knowing who your Local Licensing Authority is.

5 Bring in Application (BY APPOINTMENT ONLY)

Bring in application and all attachments to: Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver, CO 80203

Colorado Marijuana Licensing Authority Retail Business License Application

License Types & Fees (See Application Checklist for details on license types and fees.)			
<input type="checkbox"/> Retail Marijuana Store <input checked="" type="checkbox"/> Retail Marijuana Cultivation <input type="checkbox"/> Retail Marijuana Test Facility	<input checked="" type="checkbox"/> Tier 1 = 3600 or fewer plants <i>17B 10/20/14</i> <input checked="" type="checkbox"/> Tier 2 = 3601 – 6000 plants <input type="checkbox"/> Tier 3 = 6001–10200 plants	<input type="checkbox"/> Retail Marijuana Products Manufacturer <input type="checkbox"/> Conversion <input type="checkbox"/> Retail/Medical Marijuana Combined Use	
Applicant's Legal Business Name (Please Print) Canna Company		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration) CannaCo		Website Address www.canna.co.com	
Physical Address			
Street Address of Marijuana Business 3019 Toupal Dr		City Trinidad	State CO
ZIP 81082			
Business Phone Number (719) 680-8087	Business Fax Number	Email Address josh@canna.co.com	
Mailing Address (if different from Business Address)			
Address 8210 Cherry Blossom Dr		City Windsor	State CO
ZIP 80550			
Primary Contact Person for Business Joshua Bleem		Title GENERAL MANAGER	Primary Contact Phone Number (719) 680-8087
Primary Contact Address (city, state ZIP) 8210 Cherry Blossom Dr, Windsor, CO 80550		Primary Contact Fax Number	
Federal Taxpayer ID [REDACTED]		Colorado Sales Tax License # 30460950	Email Address josh@canna.co.com
Type of Business Structure			
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Publicly Traded Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other _____			
State of Incorporation or Creation of Business Entity Colorado			Date 08/23/2014
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) 08/23/2014			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business Colorado			
List all Trade Names used by the Business Entity (other than above) N/A			
Attach copies of all articles of incorporation, bylaws, articles of organization, or a true copy of any partnership or trust agreement, including any and all amendments to such. If a corporation, attach copies of all annual and bi-annual reports, SEC filings, if any, and all minutes from all corporate meetings for the past 12 months.			

1. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
2. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);			
(a) been denied a privileged license (ie: Liquor, Gaming, Racing and Marijuana)?		<input type="checkbox"/> <input checked="" type="checkbox"/>	
(b) had a privileged license (ie: Liquor, Gaming, Racing and Marijuana) suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>	
(c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>	
If you answered yes to 2a, b or c, explain in detail on a separate sheet.			
3. Has a Marijuana license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>	
4. Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? Attach all documentation showing legal possession. Deed, Title, sale or lease agreements etc. <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____			
(a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:			
Landlord John H & Marsha M Lackey Trust	Tenant Canna Company	Expires 15 MAR 2018	
Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)			
5. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.			
Name	Date of Birth	FEIN OR SSN	Interest
N/A			
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.			
Local Licensing Authority (To be filled out by Applicant)			
Local Licensing Authority/Department City of Trinidad		Address 135 North Animas Street, Trinidad, CO 81082	
Local Licensing Authority contact name Audra Garrett/City Clerk	Contact Phone (719) 846-9843	Contact Email audra.garrett@trinidad.co.gov	
6. Has the Applicant filed for a retail marijuana cultivation?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
What City or County? (Fill out a separate and complete application) Trinidad Colorado			
7. Does the Retail Applicant have evidence of a good and sufficient bond in the amount of \$5000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?		<input checked="" type="checkbox"/> <input type="checkbox"/>	
Printed Legal Business Name Canna Company		Printed Trade Name (DBA) CannaCo	

Ownership Structure

List all persons and/or entities with any ownership interest, and all officers and directors, whether they have ownership interest or not. If an entity (corporation, partnership, LLC, etc.) has interest, list all persons associated with such entity, their ownership in the entity, and their effective ownership in the license. List all parent, holding or other intermediary business interest. An Associated Key License Application form must be submitted for all persons in a privately held company or a publicly traded corporation, and all officers and directors.

Name Cynthia Genova		Title Chair Person		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Lakewood		State CO		ZIP 80226		Phone Number (303) 241-7067	
Business Associated with (Parent business or sub-entity) Canna Company				Own. % Business Associated with 100			Effective Own. % in Applicant 100		
Name Joshua Bleem		Title President		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Windsor		State CO		ZIP 80550		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Canna Company				Own. % Business Associated with 0			Effective Own. % in Applicant 0		
Name Lynn Bleem		Title VP/Sec/Treasurer		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Windsor		State CO		ZIP 80550		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Canna Company				Own. % Business Associated with 0			Effective Own. % in Applicant 0		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Are there any outstanding options and warrants? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *If YES, attach list of persons with outstanding options and warrants									
Are there any other persons, other than those listed in the Ownership Structure, including but not limited to suppliers, lenders and landlords, who will receive, directly or indirectly, any compensation or rents based upon a percentage or share of gross proceeds or income of the Marijuana business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *If YES, attach list of persons									

177
10/20/14

J
10/20/14

Printed Legal Business Name Canna Company	Printed Trade Name (DBA) CannaCo
1. Has the applicant, the applicant's parent company or any other intermediary business entity ever applied for a Marijuana license in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity ever been denied a Marijuana license, withdrawn a Marijuana license or had any disciplinary action taken against any Marijuana license that they have held in this or any other jurisdiction, foreign or domestic? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Financial History	
1. Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments or tax liabilities due to any governmental agency anywhere? If YES, provide details on a separate sheet and attach any documents to prove settlement or resolution of the delinquency.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity filed a bankruptcy petition in the past 5 years, had such a petition filed against it, or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for it? If YES, provide details on a separate sheet and attach any documents from the bankruptcy court.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Is the applicant, the applicant's parent company or any other intermediary business entity currently a party to, or has it ever been a party to, in any capacity, any business trust instrument? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign antitrust, trade or security law or regulation ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Has the applicant, the applicant's parent company or any other intermediary business entity been a party to a lawsuit in the past 5 years, either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Has the applicant, the applicant's parent company or any other intermediary business entity filed a business tax return in the past two years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Has the applicant, the applicant's parent company or any other intermediary business entity completed financial statements, either audited or unaudited, in the past two years? If YES, attach all financial statements completed in the past two years.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Has any interest or share in the profits of the sale of Marijuana been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Attach a list detailing the operating and investment accounts for this business, including financial institution name, address, telephone number, and account number for each account.	
10. Attach a list detailing each outstanding loan and financial obligation obtained for use in this business, including creditor name, address, phone number, loan number, loan amount, loan terms, date acquired, and date due.	
Person who maintains Applicant's business records Lynn Bleem	Title VP/Sec/Treasurer
Address 8210 Cherry Blossom Dr, Windsor, CO 80550	Phone Number (970) 238-0473
Person who prepares Applicant's tax returns, government forms & reports Troy Smith	Title Accountant
Address 324 N. San Dimas Avenue, San Dimas, CA 91773	Phone Number (909) 305-1762
Location of financial books and records for Applicant's business Trinidad Colorado	

12/01/14

Affirmation & Consent

I, Cynthia Genova, as an authorized agent for the applicant, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Marijuana Business License Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial or revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana License, and for 90 days following the expiration or surrender of such Marijuana license. Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

Print Full Legal Agent Name clearly below:

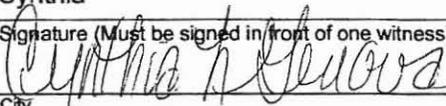
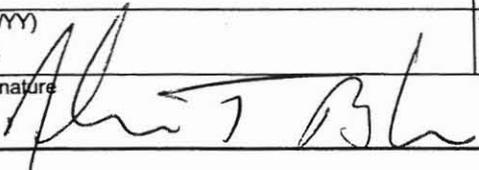
Applicant's Business Name Canna Company		Trade Name (DBA) CannaCo	
Legal Agent Last Name (Please Print) Genova	Legal Agent First Name Cynthia	Legal Agent Middle Name Louise	
Signature <i>Cynthia R Genova</i>		Date 10/12/14	

Investigation Authorization Authorization to Release Information

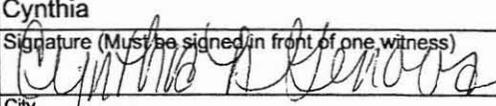
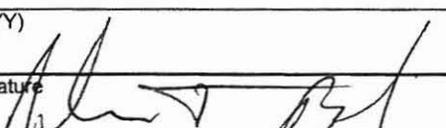
I, Cynthia Genova, as an authorized agent for the applicant, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

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

Print Full Legal Name of Authorized Agent clearly below:

Applicant's Business Name Canna Company		Trade Name (DBA) CannaCo
Legal Agent Last Name (Please Print) Genova	Legal Agent First Name Cynthia	Legal Agent Middle Name Louise
Legal Agent Title Chair Person	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) 10/12/2014	City Denver	State CO
Witness 1 Signature 		

Applicant's Request to Release Information

TO:	FROM: (Applicant's Printed Name) Cynthia Genova	
<ol style="list-style-type: none"> 1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege. 2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege. 3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege. 4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets. 5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit: <ol style="list-style-type: none"> (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might; (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request; (c) To place the name of the agent presenting this request in the appropriate location on this request. 6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. 7. This power of attorney ends twenty-four (24) months from the date of execution. 8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application. 9. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request. 10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request. 11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original. 		
Print Full Legal Name of Authorized Agent clearly below:		
Legal Agent Last Name (Please Print) Genova	Legal Agent First Name Cynthia	Legal Agent Middle Name Louise
Legal Agent Title Chair Person	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) 10/12/2014	City Denver	State CO
Witness 1 Signature 		
Signature of Marijuana Enforcement Division agent presenting this request		Date

Retail Marijuana Application Checklist:

Revised: June 10, 2014

All applications for conversion or combined use will be treated as new applications requiring all the documents listed below and any others requested by the MED investigators. Once a retail application is submitted, MED will not accept any Changes of Ownership until the license is issued.

- X MED will only accept business applications from owners. Managers cannot submit new applications on behalf of the owners. - *NOTE JOSH + LYNN PRESENT*
- ☐ MED Retail Marijuana License Application Form – DR8548 (On the MED website)
Two (2) complete copies of this application will be required for EACH Retail Store, Cultivation, Marijuana Products Manufacturer or Testing Facility. One (1) copy for the MED and one (1) copy for the Local Licensing Authority.
- ☐ **Two (2) checks or money orders for each license being applied for. One check made out to the MED (DOR) and one made out to the proper local authority.** The application requires you to provide the name of the local authority, a contact name, address, email and phone number so MED can forward the Local Authority the application and fees. Checks will only be accepted from accounts in the business name or in the name of one of the owners. We cannot accept checks from holding companies. Failure to provide Local Authority information and fees will deem the application incomplete.
- X LLC's must provide an Operating Agreement and Corporations must provide Articles of Incorporation and Bylaws fully executed and signed by all parties.
- X Copy of a current "Certificate of Good Standing" from the Colorado Secretary of State.
- X Copy of your current, amended or new lease, **in the name of the business**, fully executed and signed, for the location the business will be located even if it is the same location as your current Medical Center, OPC or MIP. If you have fully executed and signed a sub-lease then you must also provide a copy of the master lease. If you have a contingency clause it must take effect immediately upon MED approval.
- X Floor plans of each facility, **to scale**, on 8.5 X 11 inch paper. These drawings, at a minimum, will indicate all walls, fixtures in sales area, entrances, exits, safes, storage areas, locations of cameras, DVR(s) and security room(s). Clearly identify the licensed premise area(s).
- X Retail Marijuana Sales Tax Bond on the approved State form. You cannot use your existing Medical Bond for your Retail Store. (On the MED website)
Questions for Taxpayer Service Division: Marijuana Hotline 303-205-8287.
- X Copy of the current Marijuana State Tax License, if it exists.
- X You will be required to sign an Ownership, Funding and Limitation of Ownership Change Agreement. If you are applying for combined use of the same facility for both a Medical Marijuana Center and Retail Marijuana Store you will be required to sign a Letter of Understanding that you cannot sell Medical Marijuana to anyone under the age of Twenty-One (21) years. (These forms will be provided by MED at time of application.)
- X Payment of fees

MED will not accept an incomplete application. MED will consider an application incomplete if the required documents are not submitted or the application is not completely filled out and executed, to include the appropriate number of copies. Businesses submitting incomplete applications and fees will be rescheduled for a later date.



STATEMENT OF UNDERSTANDING
 Colorado Department of Revenue - Marijuana Enforcement Division

I understand I am responsible for knowing and complying with all state laws and regulations governing medical and retail marijuana pursuant to Article 12 Title 43.3 and Article 12 Title 43.4 of the Colorado Revised Statutes and Subpart A and B of 1 CCR 212-2. I understand I am being made aware of the following laws and regulations and agree to comply with them upon issuance of my license:

I will not cultivate, sell, dispense, possess or test any marijuana on the licensed premise prior to being issued a license to do so by the State Licensing Authority and receiving approval to do so by the local jurisdiction where the license is issued. QJ

I understand that the licensed premise must comply with all the security and surveillance requirements set forth in the Retail Marijuana Code and the rules or regulations promulgated in accordance with the Code before the license can cultivate, sell, dispense, possess or test any marijuana on the licensed premise. QJ

I understand that at all times I shall possess and maintain possession of the premise for which the license is issued by ownership, lease, rental, or other or other arrangement of possession of the premise. QJ

I understand that I am required to keep a complete set of all records necessary to show fully the business transactions of the licensee, all of which shall be open at all times during business hours for inspections and examination by the State Licensing Authority or its duly authorized representatives. QJ

I understand that the licensed premise, including any places of storage where retail marijuana or retail marijuana products are stored, sold, dispensed or tested shall be subject to inspection by the state or local jurisdictions and their investigators, during all business hours and other times of apparent activity. QJ

I understand that I shall retain all books and records necessary to show fully the business transactions of the business for a period of the current tax year and the three preceding tax years. QJ

I understand I must use the State's Inventory Tracking System as my primary inventory tracking system of record and to follow all the rules and guidelines set forth for the use of this system. QJ

I understand that any retail marijuana or marijuana product must meet the labeling and packaging requirements set forth in the Retail Marijuana Code and all the rules or regulations promulgated in accordance with the Code. QJ

I understand that all areas of ingress or egress to limited access areas shall be clearly identified as such by a sign as designated by the State Licensing Authority. QJ

I have read all of the above information and understand my responsibilities as a retail marijuana business licensee. I further understand that failure to comply with any law, regulation, or the provisions of this Statement may be grounds for disciplinary action including, but not limited to the suspension or revocation of my license and a monetary penalty after an administrative hearing.

LICENSEE'S BUSINESS NAME Canna Company DBA Canna Co	BUSINESS LICENSE NUMBER
OWNER'S SIGNATURE <i>Cynthia K Senova</i>	DATE 10/15/14

—van M. Kwiatkowski *[Signature]* **10.15.14**



NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Canna Company, Inc. d/b/a/ CannaCo, 3019 Toupal Drive, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Store license at this location.

Hearing on application will be held on Tuesday, January 20, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: December 16, 2014.

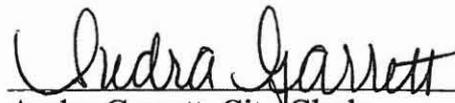
Officers: Cynthia L. Genova, 500 Garrison Street, Lakewood, CO 80226

Remonstrances may be filed with the City Clerk's Office, 135 N. Animas, Trinidad, CO.

Dated this 22nd day of December, 2014.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO


Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 22nd day of December, 2014, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Canna Company, Inc.
CannaCo
8210 Cherry Blossom Drive
Windsor, CO 80550
Certified Mail #7014 2120 0004 1880 9898


Audra Garrett, City Clerk



NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Canna Company, Inc. d/b/a/ CannaCo, 3019 Toupal Drive, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Cultivation Facility license at this location.

Hearing on application will be held on Tuesday, January 20, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: December 16, 2014.

Officers: Cynthia L. Genova, 500 Garrison Street, Lakewood, CO 80226

Remonstrances may be filed with the City Clerk's Office, 135 N. Animas, Trinidad, CO.

Dated this 22nd day of December, 2014.

By order of the Trinidad City Council.

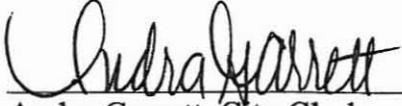
CITY OF TRINIDAD, COLORADO


Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 22nd day of December, 2014, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Canna Company, Inc.
CannaCo
8210 Cherry Blossom Drive
Windsor, CO 80550
Certified Mail #7014 2120 0004 1880 9911


Audra Garrett, City Clerk

PROOF OF PUBLICATION

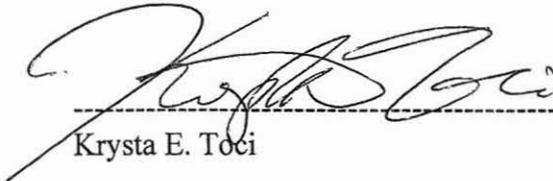
STATE OF COLORADO
COUNTY OF LAS ANIMAS } SS

Krysta E. Toci, of lawful age, being first duly sworn upon oath, deposes and says that she is the authorized agent of The Chronicle-News, daily newspaper of general circulation which is published and circulated in the City of Trinidad, Las Animas County, Colorado, that said newspaper is a newspaper of general circulation complying with all of the requirements of Articles I to VII, Chapter 130, 1935, Colorado Statutes Annotated, and all other laws of said State, and that said legal / notice has been so published for the period of time prescribed in said newspaper proper and not a supplement.

The attached Notice was published in said newspaper in its issue(s) dated

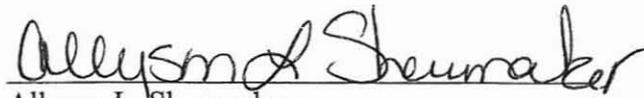
56545

December 30, 2014



Krysta E. Toci

Subscribed and sworn to before me this
30 day of December,
A. D., 2014.



Allyson L. Sheumaker

My commission expires on August 26, 2015



My Comm. Expires August 26, 2015

NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Canna Company, Inc. d/b/a/ CannaCo, 3019 Toupal Drive, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Store license at this location.

Hearing on application will be held on Tuesday, January 20, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: December 16, 2014.

Officers: Cynthia L. Genova, 500 Garrison Street, Lakewood, CO 80226

Remonstrances may be filed with the City Clerk's Office, 135 N. Animas, Trinidad, CO.

Dated this 22nd day of December, 2014.

By Order of the Trinidad City Council
Audra Garrett, City Clerk

Published: December 30, 2014

56545

PROOF OF PUBLICATION

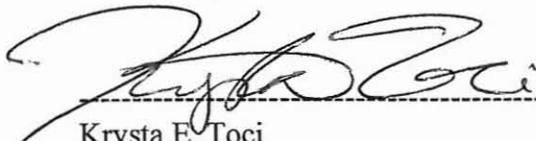
STATE OF COLORADO
COUNTY OF LAS ANIMAS } SS

Krysta E. Toci, of lawful age, being first duly sworn upon oath, deposes and says that she is the authorized agent of The Chronicle-News, daily newspaper of general circulation which is published and circulated in the City of Trinidad, Las Animas County, Colorado, that said newspaper is a newspaper of general circulation complying with all of the requirements of Articles I to VII, Chapter 130, 1935, Colorado Statutes Annotated, and all other laws of said State, and that said legal / notice has been so published for the period of time prescribed in said newspaper proper and not a supplement.

The attached Notice was published in said newspaper in its issue(s) dated

56546

December 30, 2014



Krysta E. Toci

Subscribed and sworn to before me this
30 day of December,
A. D., 2014.



Allyson L. Sheumaker

My commission expires on August 26, 2015



My Comm. Expires August 26, 2015

NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Canna Company, Inc. d/b/a CannaCo, 3019 Toupal Drive, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Cultivation Facility license at this location.

Hearing on application will be held on Tuesday, January 20, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: December 16, 2014.

Officers: Cynthia L. Genova, 500 Garrison Street, Lakewood, CO 80226

Remonstrances may be filed with the City Clerk's Office, 135 N. Animas, Trinidad, CO.

Dated this 22nd day of December, 2014.

By Order of the Trinidad City Council
Audra Garrett, City Clerk

Published: December 30, 2014 56546

STATE OF COLORADO)

COUNTY OF LAS ANIMAS) SS

CITY OF TRINIDAD)

CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, Canna Company, Inc., d/b/a CannaCo, 3019 Toupal Drive, Trinidad, Colorado, which business has applied for a new Retail Marijuana Cultivation Facility license at said location, was duly posted for not less than ten continuous days, with the first day of posting occurring on the 5th day of January, 2015

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 5th day of January, 2015

(SEAL)

CITY OF TRINIDAD, COLORADO

Audra Garrett
Audra Garrett, City Clerk

STATE OF COLORADO)

COUNTY OF LAS ANIMAS) SS

CITY OF TRINIDAD)

CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, Canna Company, Inc., d/b/a CannaCo, 3019 Toupal Drive, Trinidad, Colorado, which business has applied for a new Retail Marijuana Store license at said location, was duly posted for not less than ten continuous days, with the first day of posting occurring on the

5th day of January, 2015

WITNESS, my hand and the official seal of the City of Trinidad, Colorado,

this 5th day of January, 2015.

CITY OF TRINIDAD, COLORADO

Audra Garrett
Audra Garrett, City Clerk

(SEAL)

12/22/14

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Canna Company, Inc.

dba: CannaCo

Address: 3019 Toupal Drive

Type of License: Retail Marijuana Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: January 20, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: final inspection needed after
remodel & before opening

12/29/14
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: January 10, 2015

12/22/14

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Canna Company, Inc.

dba: CannaCo

Address: 3019 Toupal Drive

Type of License: Retail Marijuana Cultivation Facility

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: January 20, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: final inspection needed after
remodel & before opening

12-29-14
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: January 10, 2015

12/22/14

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Canna Company, Inc.

dba: CannaCo

Address: 3019 Toupal Drive

Type of License: Retail Marijuana Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: January 20, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: no plans as of yet

1-9-15
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: January 10, 2015

12/22/14

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Canna Company, Inc.

dba: CannaCo

Address: 3019 Toupal Drive

Type of License: Retail Marijuana Cultivation Facility

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: January 20, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: SAME

1-9-15
Date

CH
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: January 10, 2015

12/22/2014

DEPARTMENTAL INSPECTION REPORT MARIJUANA LICENSE

Applicant's Name: Canna Company, Inc.

DBA: CannaCo

Business Address: 3019 Toupal Drive

Type of License: Retail Marijuana Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: January 20, 2015

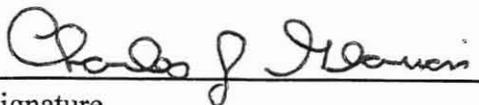
DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

This building is under renovation/construction. An additional inspection MUST be completed by this department at the completion of the renovation/construction.

12-29-14
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: January 10, 2015

12/22/2014

**DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE**

Applicant's Name: Canna Company, Inc.

DBA: CannaCo

Business Address: 3019 Toupal Drive

Type of License: Retail Marijuana Cultivation Facility

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: January 20, 2015

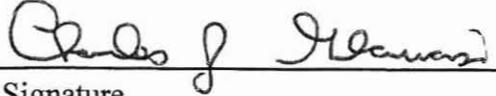
DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

This building is under renovation/construction. An additional inspection MUST be completed by this department at the completion of the renovation/construction.

12-29-14
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: January 10, 2015



COLORADO

Department of Transportation

Transportation Systems
Management & Operations

Region 2 Traffic Section
905 Erie Ave., P.O. Box 536
Pueblo, Colorado 81002
(719) 546-5407 Fax: (719) 562-5523

December 17, 2014

ATTN: Cynthia Genova
Canna Company
8210 Cherry Blossom Drive
Windsor, CO 80550

RE: State Highway Access Permit No. 214066, Located on Highway 25, Milepost 11.3, in Las Animas County

Dear Cynthia,

The Colorado Department of Transportation (CDOT) has received your signed permit and application fee. A copy of the issued permit enclosed. CDOT has issued a Notice to Proceed for this permit since the permit did not require any additional construction of the access. Please keep a copy of the access permit and the notice to proceed for your files.

If you have any questions or need more information, please contact me at the office listed above.

Respectfully,

Valerie Sword
Region 2 Access Manager

XC: City of Trinidad
Karami
Hu
Vanmatre/Patrol 1
Johnson/file



COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS CODE NOTICE TO PROCEED	CDOT Permit No. 214066
	SH/SMP 25 A / 11.300 / L
	Local Jurisdiction Trinidad

Permittee(s): John H. & Marcia L. Lackey Rev. Trust Howard M. Lackey 3019 Toupal Drive Trinidad, CO 81082	Applicant: Canna Company Cynthia Genova 8210 Cherry Blossom Drive Windsor, CO 80550
--	--

The permittee is hereby authorized to proceed with access construction within state highway right-of-way in accordance with the above referenced State Highway Access Permit and this Notice to Proceed.

This Notice to Proceed is valid only if the referenced Access Permit has not expired. Access Permits expire one year from date of issue if not under construction, or completed. Access Permits may be extended in accordance with Section 2.3(11)(d), of the Access Code.

Adequate advance warning is required at all times during access construction, in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways.

All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permittee or applicant shall notify the Department prior to commencing construction as indicated on the Access Permit.

Both the Access Permit and this Notice To Proceed shall be available for review at the construction site.

This Notice to Proceed is conditional. The following items shall be addressed prior to or during construction as appropriate.

No new construction is required, all terms and conditions have been met.

Municipality or County Approval (When the appropriate local authority retains issuing authority)

By (X)	Title	Date
-----------	-------	------

This Notice is not valid until signed by a duly authorized representative of the Department
Colorado Department of Transportation

By (X) <i>Valerio Luvord</i>	Title <i>Access Mgr</i>	Date 12/17/2014
---------------------------------	----------------------------	--------------------

**COLORADO DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ACCESS PERMIT**

CDOT Permit No. **214066**

State Highway No/Mp/Side
25 A / 11.300 / L

Permit fee
\$100.00

Date of transmittal
12/9/2014

Region/Section/Patrol
2 / 04 / Vanmatre/1

Local Jurisdiction
Trinidad

The Permittee(s);

John H. & Marcia L. Lackey Rev. Trust
Howard M. Lackey
3019 Toupal Drive
Trinidad, CO 81082
575-447-7034

Applicant:

Canna Company
Cynthia Genova
8210 Cherry Blossom Drive
Windsor, CO 80550
719-680-8087



is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the issuing authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.

Location: At milepost 11.30 previously used as Toyota Dealership

Access to Provide Service to:	(Land Use Code:)	(Size or Count)	(Units)
	Specialty Retail Center (Recreational Marijuana)	13,500	SQ FT

Additional Information:

See additional terms and conditions attached.

PAID
\$100.00 CK # 099
12/17/14

MUNICIPALITY OR COUNTY APPROVAL

Required only when the appropriate local authority retains issuing authority.

Signature	Print Name	Title	Date
-----------	------------	-------	------

Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

The permittee shall notify Todd Ausbun with the Colorado Department of Transportation in Pueblo, Colorado at (719) 696-1403, at least 48 hours prior to commencing construction within the State Highway right-of-way.

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

Permittee Signature 	Print Name JOSHUA T. SCREEN	Date 12/13/14
-------------------------	--------------------------------	------------------

This permit is not valid until signed by a duly authorized representative of the Department.

COLORADO DEPARTMENT OF TRANSPORTATION

Signature 	Print Name Valerie Sword	Title Access Mgr	Date (of issue) 12/17/14
---------------	-----------------------------	---------------------	-----------------------------

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

APPEALS

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.

2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.

3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.

4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

PERMIT EXPIRATION

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

CONSTRUCTION

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4)

2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.

3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.

4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger

highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the

right-of-way or any adopted municipal system and drainage plan.

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

MAINTENANCE

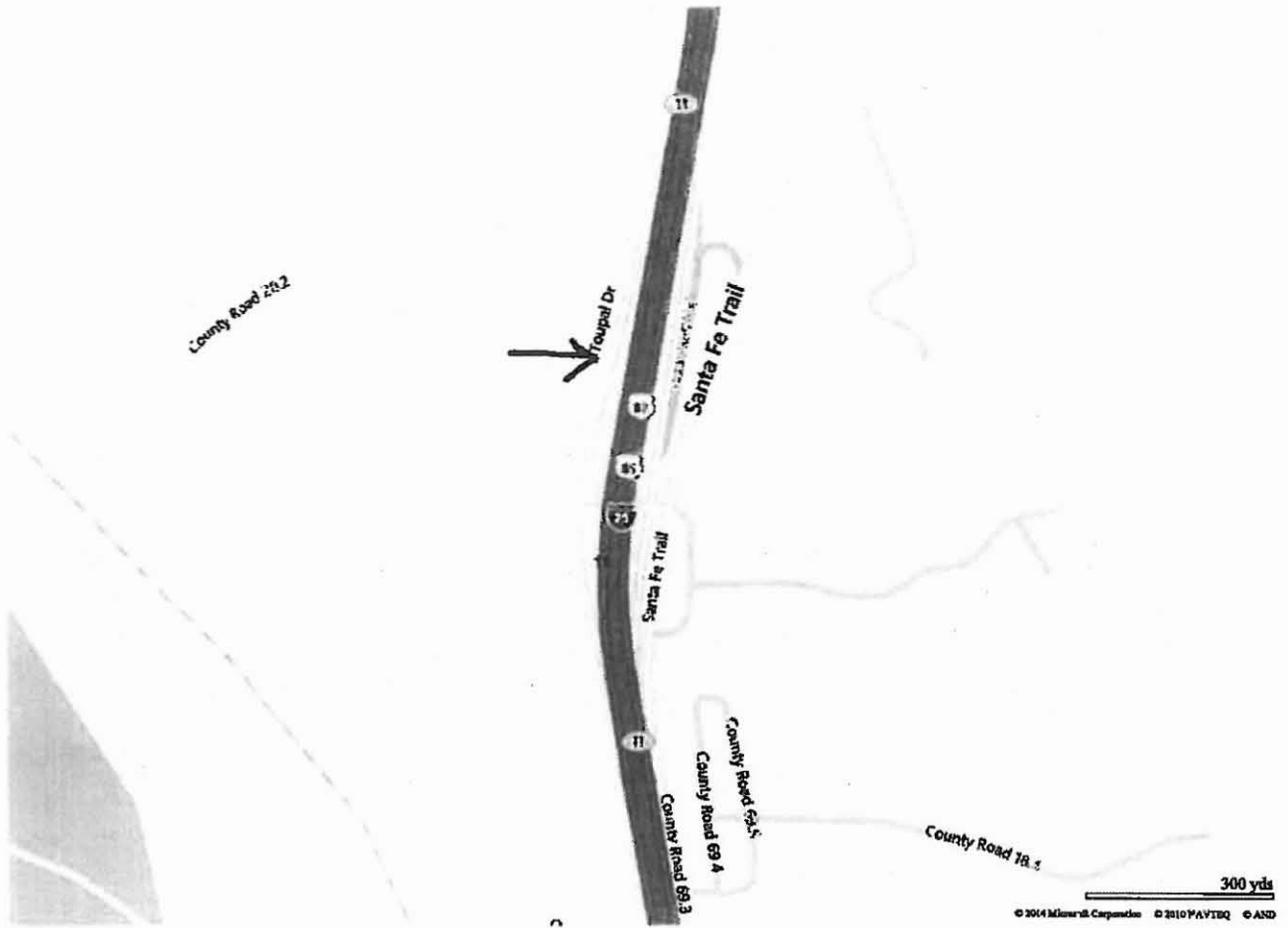
1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

State Highway Access Permit

Attachment to Permit No. 214066 - Additional Terms and Conditions

1. A NOTICE TO PROCEED TO CONSTRUCTION, CDOT Form 1265, is required before beginning the construction of the access or any activity in the highway right-of-way. The Notice to Proceed to Construction will be issued upon receipt of this signed permit with appropriate fee.
2. The access is located on the west side of State Highway 25FR, a distance of 1584 feet north from milepost 11 or approximately milepost 11.3.
3. This section of highway is a Category FR highway.
4. This Access Permit is issued to allow access to State Highway 25FR for a change in use of the property. The previous use of the access was to serve a Toyota car dealership. The access will now serve a marijuana cultivation and retail sales operation.
5. No new construction or improvements are required by the issuance of this Access Permit.
6. The following criteria were used to establish this Access Permit:
 - a. The Application for Access Permit (CDOT Form 137) dated October 23, 2014 and accepted by the regional office on October 27, 2014 and all attachments.
 - b. State Highway Access Code, Volume 2, CCR-601-1; Effective date August 31, 1998
 - c. The State Highway Access Category Assignment Schedule, as revised.
 - d. The Colorado Department of Transportation (CDOT) M&S Standard Plans
 - e. Vicinity Map
 - f. Standard Special Provision - Compliance with NCHRP 350 Crashworthiness Certification for Work Zone Traffic Control Devices.
7. Permittee shall comply with the requirements of Title II of the ADA, applicable federal regulations and the ADAAG (ADA Access Guidelines).
8. This Access Permit is issued in accordance with the 1998 State Highway Access Code (2CCR 601-1), and is based in part upon the information submitted by the Permittee. This Access Permit is only for the use and purpose stated in the Application and on the Permit. Any changes, based upon existing and/or anticipated future conditions in traffic volumes, drainage, types of traffic, or other operational aspects may render this permit void, requiring a new Application for Access Permit to be submitted for review by the Department and/or Issuing Authority.
9. If necessary, minor changes, corrections and/or additions to the Permit may be ordered by the Department Inspector, other Department representative, or the local authority, to meet unanticipated site conditions. Changes may not be in violation of the State Highway Access Code. All major changes to the permit must be approved in writing by the Department prior to commencement of any work on or within the State Highway right-of-way.
10. Backing maneuvers within and into the State Highway right-of-way are strictly prohibited. All vehicles shall enter and exit the highway right-of-way in a forward movement. Backing into the right-of-way shall be considered a violation of the Terms and Conditions of the Access Permit and may result in the revocation of the Permit by the Department and/or Issuing Authority.
11. This access will be allowed a full movement. However, left turn movements in and out of this access may be prohibited at some future date.
12. Any additional permits and clearances required by other Federal, State, Local Government Agencies or Ditch Companies is the responsibility of the Permittee and/or Applicant.
13. The Permittee is responsible for obtaining any necessary additional federal, state and/or local government agency permits or clearances required for construction of the access. Approval of this access permit does not constitute verification of this action by the Permittee.

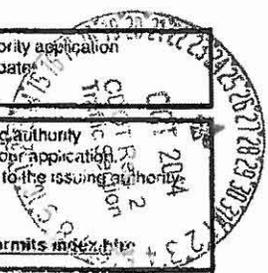
14. The Annual Average Daily Traffic (AADT) volumes approved for this access shall not exceed 100 trips. If in the future, the traffic volumes increase by greater than 20% of the permitted number, the permittee (property owner) is required to apply for a new Access Permit and may be required to construct highway improvements.
15. All access permit requirements shall be met prior to the herein-authorized use of this access.
16. Additional CDOT permits are required for work involving water, sanitary sewer, gas, electrical, telephone and landscaping within the right-of-way.
17. Any landscaping or potentially obstructing objects such as but not limited to advertising signs, structures, trees, and bushes, shall be designed, placed, and maintained at a height not to interfere with the sight distance needed by any vehicle using the access. Planting of tree(s), which will be over 4 inches in caliper at maturity, will not be allowed within 30 feet of the edge of the traveled way. All other objects shall not exceed a total height of thirty inches from the top of final grade. The Department will require any object or landscaping that becomes unsightly or is considered to be a traffic hazard to be removed by the Permittee at no cost to the Department.
18. An access that has a gate across it shall be designed so that the longest vehicle using it can clear the roadway when the gate is closed.
19. Installation of any traffic control device necessary for the safe and proper operation and control of the access shall be required by the permit at the cost of the Permittee.
 - a. All traffic control devices within the highway or other public right-of-way or access that serve the general public shall conform to the M.U.T.C.D.
 - b. Prior to removing any existing highway signs within the limits of the construction activities, the Permittee must contact Mr. Gary Garcia with the Department. Mr. Garcia can be contacted at (719) 546- 5767.
20. The access width, for an access without curbs, shall be measured exclusive of the radii or flares. The width of any non-traversal median is not counted as part of the access width. Only the travel portion is measured.
21. The surface width of the access shall be 30 feet at the ROW line.
22. All discharges to the CDOT highway drainage system must comply with the applicable provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations, and are subject to inspection by the CDOT and CDPHE. CDOT recommends this development devise and implement a permanent plan for periodic removal and disposal of sediment from detention facilities and for maintenance of development detention facilities. Attached is the CDOT Environmental Clearances Information Summary listing some of the more commonly encountered environmental permits/clearances that may apply to activities and contacts for questions regarding these permits/clearances.
23. The highway drainage system is for the protection of the state highway right-of-way, structures, and appurtenances. It is not designed nor intended to serve the drainage requirement of abutting or other properties beyond undeveloped historical flow. Drainage to the state highway right-of-way shall not exceed the undeveloped historical rate of flow.
24. This Permit hereby replaces all previous access permit(s) for this ownership, which now become null and void.
25. CDOT retains the right to perform any necessary maintenance work in this area.
26. A "Notice to Proceed" (CDOT Form 1265) is required to complete the access permitting process, even when construction is not required.



Vicinity Map
Access Permit # 214066

COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT APPLICATION

Issuing authority application acceptance date:



Instructions:

- Contact the Colorado Department of Transportation (CDOT) or your local government to determine your issuing authority.
- Contact the issuing authority to determine what plans and other documents are required to be submitted with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and submit it to the issuing authority.
- Submit an application for each access effected.
- If you have any questions contact the issuing authority.
- For additional information see CDOT's Access Management website at <http://www.dot.state.co.us/AccessPermits/index.htm>

Please print or type

1) Property owner (Permittee) John H. Lackey and Marcia Lackey Rev Trust		2) Applicant or Agent for permittee if different from property owner Canna Company	
Street address 3019 Toupal Drive		Mailing address 8210 Cherry Blossom Drive	
City, state & zip Trinidad, CO 81082	Phone # 575-447-7034	City, state & zip Windsor, CO 80550	Phone # (required) 719-680-8087
E-mail address		E-mail address (available) josh@canna.co.com	
3) Address of property to be served by permit requested: 3019 Toupal Drive			
4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one? See attache			
5) What State Highway are you requesting access from? I-25 Frontage Rd		5) What side of the highway? <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input checked="" type="checkbox"/> W	
7) How many feet is the proposed access from the nearest cross post? How many feet is the proposed access from the nearest cross street? 700 feet <input type="checkbox"/> N <input checked="" type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from MM 11 228 feet <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W from Pinon Ridge Rd			
8) What is the approximate date you intend to begin construction?			
9) Check here if you are requesting a <input type="checkbox"/> new access <input type="checkbox"/> temporary access (duration anticipated) <input checked="" type="checkbox"/> change in access use <input type="checkbox"/> removal of access <input type="checkbox"/> improvement to existing access <input type="checkbox"/> relocation of an existing access (provide details)			
10) Provide existing property use Auto Dealership			
11) Do you have knowledge of any State Highway access permits serving this property, or adjacent properties in which you have a property interest? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes - what are the permit number(s) and provide copies to you or permit date:			
12) Does the property owner own or have any interests in any adjacent property? <input checked="" type="checkbox"/> no <input type="checkbox"/> yes, if yes - please describe:			
13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property? <input type="checkbox"/> no <input checked="" type="checkbox"/> yes, if yes - list them on your plans and indicate the proposed and existing access points.			
14) If you are requesting agricultural field access - how many acres will the access serve? No			
15) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each.			
business/land use	square footage	business	square footage
Retail sales	13,500		
16) If you are requesting residential development access, what is the type (single family, apartment, townhouse) and number of units?			
type	number of units	type	number of units
17) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts.			
Indicate if your counts are <input type="checkbox"/> peak hour volumes or <input checked="" type="checkbox"/> average daily volumes.		# of cars and light trucks (less than 6,000 lbs)	# of trucks and buses (6,000 lbs or more)
		95	0
# of trucks, vehicles less than 6,000 lbs	# of trucks and buses (6,000 lbs or more)	Total count of all vehicles	
5	0	100	

18) Check with the issuing authority to determine which of the following documents are required to complete the review of your application.

- | | |
|---|---|
| a) Property map indicating other access, bordering roads and streets. | e) Subdivision, zoning or development plan. |
| b) Highway and driveway plan profile. | f) Proposed access design. |
| c) Drainage plan showing impact to the Highway right-of-way. | g) Parcel and ownership maps including easements. |
| d) Map and letters detailing utility locations before and after development in and along the right-of-way | h) Traffic studies. |
| | i) Proof of ownership. |

1- It is the applicant's responsibility to contact appropriate agencies and obtain all environmental clearances that apply to their activities. Such clearances may include Corps of Engineers 404 Permits or Colorado Discharge Permit System permits, or ecological, archeological, historical or cultural resource clearances. The CDOT Environmental Clearances Information Summary presents contact information for agencies administering certain clearances, information about prohibited discharges, and may be obtained from Regional CDOT Utility/Special Use Permit offices or accessed via the CDOT Planning/Construction-Environmental-Guidance webpage <http://www.dot.state.co.us/environmental/Forms.asp>.

2- All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment: High visibility apparel as specified in the Traffic Control provisions of the documentation accompanying the Notice to Proceed related to this permit (at a minimum, ANSI/ISEA 107-1999, class 2); head protection that complies with the ANSI Z69.1-1997 standard; and at all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41-1999.

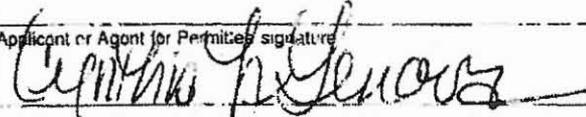
Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

3- The Permittee is responsible for complying with the Revised Guidelines that have been adopted by the Access Board under the American Disabilities Act (ADA). These guidelines define traversable slope requirements and prescribe the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: <http://www.dot.state.co.us/DesignSupport/>, then click on *Design Bulletins*.

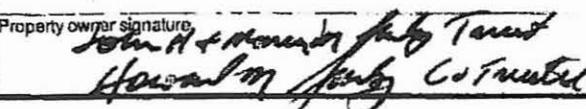
If an access permit is issued to you, it will state the terms and conditions for its use. Any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

The applicant declares under penalty of perjury in the second degree, and any other applicable state or federal laws, that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.

I understand receipt of an access permit does not constitute permission to start access construction work.

Applicant or Agent for Permittee signature 	Print name Cynthia L. Genova, Chairman	Date 10/23/2014
---	---	--------------------

If the applicant is not the owner of the property, we require this application also to be signed by the property owner or their legally authorized representative (or other acceptable written evidence). This signature shall constitute agreement with this application by all owners-of-interest unless stated in writing. If a permit is issued, the property owner, in most cases, will be listed as the permittee.

Property owner signature 	Print name Howard Lackey, Co-Trustee	Date 10/23/2014
---	---	--------------------

CYNTHIA GENOVA
719-680-8087

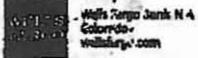
099

12/15/14

28-71020 2820

Pay to the order of CDOT \$100-
ONE HUNDRED

11/11/12 U.S. MAIL PERMIT NO. 1000 DENVER, CO



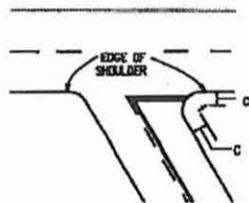
Wells Fargo Bank N.A.
Colorado
wellsfargo.com

PERMIT 214066

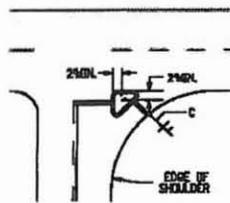
Cynthia Genova

00099

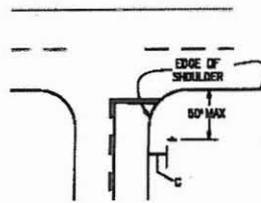




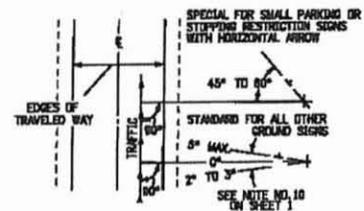
ACUTE ANGLE INTERSECTION



CHANNELIZED INTERSECTION

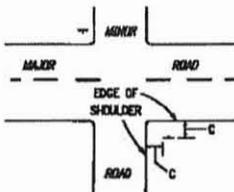


WIDE THROAT INTERSECTION

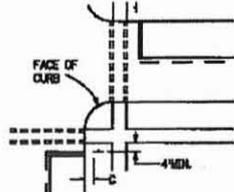


NORMAL ANGULAR PLACEMENT IS 0°. SIGNS CLOSER THAN 30 FT. SHOULD BE TURNED SLIGHTLY AWAY TO MINIMIZE SPECULAR REFLECTION. SIGNS PLACED 30' OR MORE SHOULD GENERALLY BE TURNED TOWARD THE ROAD.

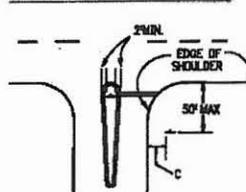
ANGULAR PLACEMENT



MINOR CROSSROAD



URBAN INTERSECTION



DIVISIONAL ISLAND

TYPICAL LOCATIONS-STOP SIGNS AND YIELD SIGNS

PLACEMENT TABLES

LATERAL PLACEMENT			VERTICAL PLACEMENT (MINIMUM) (8' MAXIMUM)			
KEY	ALL CLASSES OF STREETS AND HIGHWAYS		KEY	FREEWAYS AND EXPRESSWAYS	CONVENTIONAL STREETS AND HIGHWAYS	
	MINIMUM	NORMAL			URBAN	RURAL
*A	2'-0" & NOTE NO. 4	15'-0" PLUS CURB OR SHOULDER WIDTH	D	7'-0" OR NOTE NO. 10	7'-0"	5'-0"
*B	2'-0" & NOTE NO. 4	10'-0" OR MORE INCLUDING CURB OR SHOULDER	E	8'-0"	7'-0"	5'-0"
*C	2'-0" & NOTE NO. 4	8'-0" PLUS CURB OR SHOULDER WIDTH OR IF NONE 15'-0"	F	8'-0" OR NOTE NO. 10	7'-0"	5'-0"
			G	8'-0"	6'-0"	4'-0"
			H	8'-0"	8'-0"	4'-0"

* SEE NOTE NO. 6 ON SHEET 1

Computer File Information	
Creation Date: 07/04/12	Initials: KCM
Last Modification Date:	Initials:
Full Path: www.colorado.gov/library/traffic/traffic-s-standards-plan	
Drawing File Name: S-614-01_2of2.dgn	
CAD Ver.: MicroStation V8	Scale: Not to Scale
Units: English	

Sheet Revisions	
Date:	Comments:

Colorado Department of Transportation
 4201 East Arkansas Avenue
 Denver, Colorado 80222
 Phone: (303) 757-9543
 Fax: (303) 757-9219
 Safety & Traffic Engineering Branch KCM/KEN

GROUND SIGN PLACEMENT

Issued by: Safety & Traffic Engineering Branch July 4, 2012

STANDARD PLAN NO.
 S-614-1
 Sheet No. 2 of 2

COLORADO DEPARTMENT OF TRANSPORTATION Environmental Clearances Information Summary

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permitees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive - additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT - Please Review The Following Information Carefully - Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following individuals or agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2035
Water Quality Control Division (WQCD): (303) 692-3500
Environmental Permitting Website <http://www.cdphe.state.co.us/permits.asp>
- CDOT Water Quality Program Manager: Rick Willard (303) 757-9343 <http://www.coloradodot.info/programs/environmental/water-quality>
- CDOT Asbestos Project Manager: Theresa Santangelo-Dreiling, (303) 512-5524
- Colorado Office of Archaeology and Historic Preservation: (303) 866-3395
- U.S. Army Corps of Engineers, District Regulatory Offices:
Omaha District (NE Colorado), Denver Office (303) 979-4120 <http://www.nwo.usace.army.mil/html/od-tl/tri-lakes.html>
Sacramento Dist. (Western CO), Grand Junction Office (970) 243-1199 <http://www.spk.usace.army.mil/cespk-co/regulatory/>
Albuquerque District (SE Colorado), Pueblo Reg. Office (719)-543-6915 <http://www.spa.usace.army.mil/reg/>
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 <http://www.dot.state.co.us/Permits/>

Ecological Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat will require special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, <http://coloradodot.info/programs/environmental/wildlife/guidelines>, or the Colorado Division of Wildlife website <http://wildlife.state.co.us/WildlifeSpecies/SpeciesOfConcern/>. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAHP), Denver, to ascertain if historic or archaeological resources have previously been identified. Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are known to exist prior to the initiation of the permitted work or are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM. **Contact Information:** Contact the OAHP for file search at (303) 866-3395.

Paleontological Resources - The applicant must request a fossil locality file search through the University of Colorado Museum, Boulder, and the Denver Museum of Nature and Science to ascertain if paleontological resources have been previously identified. Inventory of the permit area by a qualified paleontologist may be necessary, per the recommendation of CDOT. If fossils are encountered during the permitted work, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. **Contact Information:** Contact the CDOT Paleontologist at (303) 757-9632.

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. **Contact Info:** Andy Flurkey, CDOT Hazardous Materials Project Manager, (303) 512-5520.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. Additional guidance or requirements may be specified in the permit special provisions. **Contact Info:** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager (303) 512-5519, or Theresa Santangelo-Dreiling, Property Management Supervisor (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. **Contact Information:** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Corps of Engineers 404 Permits are required for the discharge of dredged or fill materials into waters of the United States, including wetlands. There are various types of 404 Permits, including Nationwide Permits, which are issued for activities with relatively minor impacts. For example, there is a Nationwide Permit for Utility Line Activities (NWP #12). However, depending upon the specific circumstances, it is possible that either a "General" or "Individual" 404 permit would be required. If an Individual 404 Permit is required, Section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project. The Colorado Division of Wildlife (CDOW) application, as per guidelines agreed upon by CDOT and CDOW, can be accessed at <http://www.coloradodot.info/programs/environmental/wildlife/guidelines>.

Stormwater Construction Permit (SCP) and Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from construction sites disturbing one acre or more - or certain types of industrial facilities, such as concrete batch plants - requires a CDPS Stormwater Construction Permit. **Contact Information:** For Utility/Special Use activities being performed in conjunction and coordination with a CDOT highway construction contract, please contact the CDOT Water Quality Program Manager at (303) 757-9343. Otherwise, contact the CDPHE Water Quality Control Division at (303) 692-3500. Website: <http://www.cdphe.state.co.us/wq/PermitsUnit/index.html>.

Construction Dewatering (Discharge or Infiltration) - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering Discharge Permit. **Contact Information:** For Construction Dewatering Discharge Permits, contact the CDPHE WQCD at (303) 692-3500. For Dewatering Application and Instructions, see Section 3 at the CDPHE website: <http://www.cdphe.state.co.us/wq/PermitsUnit/FORMSAndApplications/Appsandformsnewpage.html>

Municipal Separate Storm Sewer System (MS4) Discharge Permit - Discharges from the storm sewer systems of larger municipalities, and from the CDOT highway drainage system that lies within those municipalities, are subject to MS4 Permits issued by the CDPHE WQCD. For facilities that lie within the boundaries of a municipality that is subject to an MS4 permit, the owner of such facility should contact the municipality regarding stormwater related clearances that may have been established under that municipality's MS4 permit. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations Permit # COS-000005 (<http://www.coloradodot.info/programs/environmental/water-quality/documents/CDOT%20MS4%20Permit.doc/view>) and COR-030000 (<http://www.cdphe.state.co.us/wq/PermitsUnit/PERMITS/SWpermitsrats/SWConstructionPermit.pdf>). Discharges are subject to inspection by CDOT and CDPHE. Contact the CDPHE Water Quality Control Division at (303) 692-3500 for a listing of municipalities required to obtain MS4 Permits, or go to <http://www.cdphe.state.co.us/wq/permitsunit/MS4/MS4Permittees.pdf>.

General Prohibition – Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment. Allowable non-stormwater discharges can be found at <http://www.coloradodot.info/programs/environmental/water-quality/glossary.html#AllowableDischarge>. **Contact Information:** Contact the CDOT Water Quality Program Manager at (303) 757-9343, or the Colorado Department of Public Health and Environment, Water Quality Control Division at (303) 692-3500.

General Authorization - Allowable Non-Stormwater Discharges - Unless otherwise identified by CDOT or the WQCD as significant sources of pollutants to the waters of the State, the following discharges to stormwater systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from fire fighting activities. **Contact Information:** The CDOT Water Quality Program Manager or the CDPHE Water Quality Control Division (telephone #'s listed above).

Erosion and Sediment Control Practices - For activities requiring a Stormwater Construction Permit, erosion control requirements will be specified through that permit. In those situations where a stormwater permit is not required, all reasonable measures should be taken in order to minimize erosion and sedimentation according to CDOT 208 specifications. In either case, the CDOT Erosion Control and Stormwater Quality Guide (most recent version) should be used to design erosion controls and to restore disturbed vegetation. **Contact Information:** The CDOT Erosion Control and Stormwater Quality Guide may be obtained from the Bid Plans Office at (303) 757-9313 or from: <http://www.dot.state.co.us/environmental/envWaterQual/wqms4.asp>

Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes", and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being

separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). **Contact Information:** Contact the CDOT / CDPHE Liaison or CDOT Water Quality Program Manager.

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall only be performed as specified by the CDOT Environmental Program and shall be in accordance to CDOT specifications and guidelines. **Contact Information:** Contact the CDOT Water Quality Program Manager at (303) 757-9343. Website: <http://www.coloradodot.info/programs/environmental/water-quality/revised-m-standards>; refer to the link *Revision of Sections 101, 107, 208, 213 and 620 Water Quality Control One or More Acres of Disturbance* for additional guidance.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4446 (4H2O), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608.

About This Form - Questions or comments about this Information Summary may be directed to Alex Karami, CDOT Safety & Traffic Engineering, Utilities Unit, at (303) 757-9841, alex.karami@dot.state.co.us.



APPENDIX G

EXPLANATION OF CORPORATE FUNDING

The founding shareholder, Cynthia L. Genova, of the Canna Corporation will seed the company with \$100,000.00 in startup capital as an equity contribution.

Additional capital is being raised by selling capital stock in the company. The company intends to raise an additional \$300,000.00 to \$400,000.00. All shareholder contributions will be transparent and subject to approval of the shareholder interest by MED.

CannaCo Facility
3019 Toupal Drive
Trinidad, CO 81082

Prepared by:

CannaCo
8210 Cherry Blossom Drive
Windsor, CO 80550
719.680.8087



APPENDIX A

Contents:

1. Trade Name Registration
2. Certificate of Good Standing
3. Certified of Articles of Incorporation
4. Certified Amendments of Incorporation
5. Copy of Federal Identification Number Assignment
6. Copy of Colorado Sales Tax License

CannaCo Facility
3019 Toupal Drive
Trinidad, CO 81082

Prepared by:

CannaCo
8210 Cherry Blossom Drive
Windsor, CO 80550
719.680.8087

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

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

4. The true name and mailing address of the incorporator are

Name
(if an individual) Bleem Joshua Thomas
(Last) (First) (Middle) (Suffix)

or

(if an entity)

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

Mailing address

8210 Cherry Blossom Drive

(Street number and name or Post Office Box information)

Windsor

(City)

CO

(State)

80550

(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 corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

The corporation is authorized to issue 200,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. *(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.

7. *(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.

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

Bleem _____ Joshua _____
(Last) (First) (Middle) (Suffix)
8210 Cherry Blossom Drive _____
(Street number and name or Post Office Box information)
Windsor _____ CO 80550 _____
(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: 09/07/2014 10:17 PM
 ID Number: 20141506825
 Document number: 20141548023
 Amount Paid: \$25.00

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.

RESERVED SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-110-106 of the Colorado Revised Statutes (C.R.S.)

ID number: 20141506825

1. Entity name: Forever Green Limited
(if changing the name of the corporation, indicate name before the name change)

2. New Entity name: Canna Company
 (if applicable)

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box).*

"bank" or "trust" or any derivative thereof
 "credit union" "savings and loan"
 "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

6. If the corporation's period of duration as amended is less than perpetual, state the date on which the period of duration expires: _____
(mm dd) yyyy

or

If the corporation's period of duration as amended is perpetual, mark this box:

7. (Optional) Delayed effective date: _____
(mm dd) yyyy

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.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

Canna Company

is a **Corporation** formed or registered on 08/23/2014 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20141506825.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/09/2014 that have been posted, and by documents delivered to this office electronically through 10/12/2014 @ 12:55:21.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 10/12/2014 @ 12:55:21 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8980368.



Secretary of State of the State of Colorado

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

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



Colorado Secretary of State
 Date and Time: 09/07/2014 10:37 PM
 ID Number: 20141548028
 Document number: 20141548028
 Amount Paid: \$20.00

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

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

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

ID Number	<u>20141506825</u> <small>(Colorado Secretary of State ID number)</small>
True name	<u>Canna Company</u>
Form of entity	<u>Corporation</u>
Jurisdiction	<u>Colorado</u>

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

CannaCo

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

Wholesale and retail sales

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

This document contains additional information as provided by law.

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

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)
 The delayed effective date and, if applicable, time of this document are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

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

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

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

Bleem Joshua
(Last) (First) (Middle) (Suffix)
8210 Cherry Blossom Drive
(Street number and name or Post Office Box information)
Windsor CO 80550
(City) (State) (Postal Zip Code)
United States
(Province - if applicable) (Country - if not US)

(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).



APPENDIX B

Contents:

1. Minutes of First Board of Directors Meeting
2. Minutes of First Shareholders Meeting
3. Bylaws of Corporation
4. Resolution of Shareholders C Corp Status
5. Waiver of Notice Board of Directors Meeting
6. Waiver of Notice First Shareholders Meeting

CannaCo Facility
3019 Toupal Drive
Trinidad, CO 81082

Prepared by:

CannaCo
8210 Cherry Blossom Drive
Windsor, CO 80550
719.680.8087

Minutes of First Board of Directors Meeting Forever Green Limited

The first meeting of the board of directors of this Corporation was held on August 23, 2014, at 2:00 o'clock PM., at the offices of the corporation, located at 8210 Cherry Blossom Drive, Windsor, Colorado, 80550.

Present at the meeting were the following people:

Cynthia L Genova

Joshua T. Bleem

Lynn M. Bleem

all of whom are designated as directors of this corporation.

No other persons were present.

1. Cynthia L Genova was elected as the temporary chairperson of the board.

Lynn M. Bleem was elected as the temporary secretary of the board.

2. The chairperson announced that the meeting had been duly called by the incorporators of the corporation, called the meeting to order, and determined that a quorum was present.

3. The secretary then presented the Waiver of Notice of the meeting which was signed by all directors. Upon motion made and carried, the secretary was ordered to attach the Waiver of Notice to the minutes of this meeting.

4. The chairperson reported that the Articles of Incorporation had been duly filed with the State of Colorado on August 23, 2014, and that the incorporation was effective that same date.

Upon motion made and carried, a copy of the Articles of Incorporation was ordered to be attached to the minutes of this meeting.

5. Upon motion made and carried, the board of directors

RESOLVED that:

The individual acts of Joshua T. Bleem, the incorporator of this Corporation, which were taken on behalf of the corporation, are approved, ratified, and adopted as acts of the corporation.

6. The following persons were elected as officers of the corporation to serve until the first annual board of directors meeting:

Cynthia L Genova Executive Vice President

Joshua T. Bleem, President

Lynn M. Bleem, Vice President and Secretary/Treasurer

7. Upon motion made and carried, the board of directors

RESOLVED that:

The corporation shall change the name to Canna Company and is fully authorized to conduct business of the corporation with such name.

8. Upon motion made and carried, the board of directors

RESOLVED that:

The officers of this corporation are authorized and directed to pay all fees and expenses necessary for the organization of this corporation. The officers are also directed to procure and prepare the necessary books for corporate accounting.

9. Upon motion made and carried, the board of directors

RESOLVED that:

The president is authorized to open and maintain appropriate operating accounts and administer said financial matters. In addition, the president is further authorized, as may be required in day to day operations negotiate and execute appropriate financial instruments.

And further RESOLVED that:

The president of this corporation is authorized to execute any formal Bank Resolutions and documents which may be necessary to open such an account. A copy of the formal Bank Resolution for opening this account is hereby adopted and ordered to be attached to the minutes of this meeting.

And further resolved that:

The president is authorized to procure and execute all licenses and permits that may be required in the day to day operations of the Corporation.

10. A proposed Corporate Seal, Corporate Stock Certificate, and Corporate Stock Transfer Book were presented.

Upon motion made and carried, the board of directors

RESOLVED that:

The Seal, Stock Certificates, and Stock Transfer Book presented at this meeting are adopted and approved as the Seal, Stock Certificates, and Stock Transfer Book of this corporation. A specimen copy of the Stock Certificate is ordered to be attached to the minutes of this meeting.

11. A copy of the proposed bylaws of the corporation was presented at the meeting and read by each director.

Upon motion made and carried, the board of directors

RESOLVED that:

The proposed bylaws of this corporation are approved and adopted. A copy of these bylaws are ordered to be attached to the minutes of this meeting.

12. Upon motion made and carried, the board of directors

RESOLVED that:

The fiscal year of this corporation shall begin on January 1, and end on December 31.

This corporation shall report its income and expenses on a cash basis.

13. The following other business was conducted:

Upon motion made and carried, the board of directors

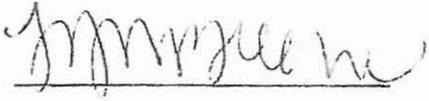
RESOLVED that:

The corporation shall register for the trade name:

CannaCo and is fully authorized to conduct business of the corporation with such trade name.

There being no further business, upon motion made and carried, the meeting was adjourned.

Dated this 23rd day of August, 2014

A handwritten signature in cursive script, appearing to read "Lynn M. Bleem", written over a horizontal line.

Lynn M. Bleem Secretary of Corporation

Minutes of First Shareholders Meeting of CannaCo

The first meeting of the shareholders of this corporation was held on August 23, 2014, at 2:00 o'clock PM, at the offices of the corporation located at 8210 Cherry Blossom Drive, Windsor, Colorado, 80550.

Present were:

Cynthia L Genova Executive Vice President

Joshua T. Bleem, President

Lynn M. Bleem, Vice President Secretary/Treasurer

No other persons were present.

1. The president of this corporation called the meeting to order. The president determined that a quorum was present, either in person or by proxy, and that the meeting could conduct business.

The following shareholders were present in person:

Name of Shareholder	Number of Shares
Cynthia L. Genova	60,000

All shareholders were present and accounted for.

2. The secretary reported that notice of the meeting had been properly given or waived by each shareholder in accordance with the bylaws.

Upon motion made and carried, the secretary was ordered to attach the appropriate Affidavit of Mailing of Notice or Waiver of Notice to the minutes of this meeting.

3. Cynthia L. Genova was then elected chairperson of this meeting.

4. The secretary read the minutes of the first meeting of the board of directors of this Corporation which was held on August 23, 2014.

Upon motion made and carried, the shareholders

RESOLVED that:

All acts taken and decisions made at the first meeting of the board of directors of this corporation are approved and ratified, specifically that the shareholders approve and ratify the adoption of the bylaws of this corporation and that the shareholders approve and ratify the election of the following persons as officers for the terms as stated in the minutes of the first meeting of the board of directors:

Cynthia L. Genova, Executive Vice President

Joshua T. Bleem, President

Lynn M. Bleem, Secretary/Treasurer

5. Upon motion made and carried, the shareholders

RESOLVED that:

The following persons are designated as the initial directors of this corporation in the Articles of Incorporation and the shareholders approve and ratify this designation of the following persons as directors of this corporation until the first annual meeting of the

shareholders of this corporation:

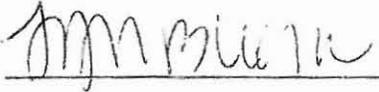
Cynthia L. Genova, Chairperson and Director

Josh Bleem, Director

Lynn Bleem, Director

There being no further business, upon motion made and carried, the meeting was adjourned.

Dated this 23rd day of August, 2014

A handwritten signature in cursive script, appearing to read "Lynn Bleem", is written over a horizontal line.

Lynn Bleem, Secretary of Corporation

Corporate Bylaws of Canna Company

Corporate Office and Registered Agent. The board of directors has the power to determine the location of the corporation's principal place of business and registered office, that need not be the same location. The board of directors also has the power to designate the corporation's registered agent, who may be an officer or director.

Date and Time of Shareholders Annual Meeting. The annual shareholders meeting will be held On August 23, 2:00 o'clock pm at the offices of the corporation located at 8210 Cherry Blossom Drive, Windsor, Colorado, 80550 This meeting is for the purpose of electing directors and for transacting any other necessary business. If this day is a legal holiday, the meeting will be held on the next day.

Shareholders Special Meetings. Special meetings of the shareholders may be called at any time and for any purpose. These meetings may be called by either the president or the board of directors or upon request of 25 percent of the shareholders of the corporation. The request for a special meeting must be made in writing that states the time, place, and purpose of the meeting. The request should be given to the secretary of the corporation who will prepare and send written notice to all shareholders of record who are entitled to vote at the meeting.

Place of Shareholders Meetings. The board of directors has the power to designate the place for shareholders meetings, unless a waiver of notice of the meeting signed by all shareholders designates the place for the meeting. If no place is designated, either by the board of directors or all of the shareholders, then the place for the meeting will be the principal office of the corporation.

Notice of Shareholders Meetings. Written notice of shareholders meetings must be sent to each shareholder of record entitled to vote at the meeting. The notice must be sent no less than 14 days nor more than 30 days before the date of the meeting. The notice should be sent to the shareholder's address as shown in the corporate stock transfer book. The notice will include the place, date, and time of the meeting. Notices for special meetings must also include the purpose of the meeting. When notices are sent, the secretary of the corporation must prepare an Affidavit of Mailing of Notices. Shareholders may waive notice of meetings if done in writing, except that attendance at a meeting is considered a waiver of notice of the meeting.

Shareholders Entitled to Notice, to Vote, or to Dividends. For the purpose of determining which shareholders are entitled to notice, to vote at meetings, or to receive dividends, the board of directors may order that the corporate stock transfer book be closed for 30 days prior to a meeting or the issuance of a dividend. The shareholders entitled to receive notice, vote at meetings, or receive dividends are those who are recorded in the stock transfer book upon the closing of the book. Instead of closing the book, the board of directors may also set a Record Date. The shareholders recorded in the stock transfer book at the close of business on the Record Date will be entitled to receive notice, vote at meetings, or receive dividends. A list of shareholders entitled to receive notice, vote at meetings, or receive dividends will be prepared by the secretary when necessary and provided to the officers of the corporation. Every shareholder who is entitled to receive notice, vote, or receive dividends is also entitled to examine this list and the corporate stock transfer book.

Shareholders Quorum. A quorum for a shareholders meeting will be a majority of the outstanding shares that are entitled to vote at the meeting, whether in person or represented by proxy. Once a

quorum, is present, business may be conducted at the meeting, even if shareholders leave prior to adjournment.

Shareholders Proxies. At all meetings of shareholders, a shareholder may vote by signed proxy or by power of attorney. To be valid, a proxy must be filed with the secretary of the corporation prior to the stated time of the meeting. No proxy may be valid for over 11 months, unless the proxy specifically states otherwise. Proxies may always be revocable prior to the meeting for which they are intended. Attendance at the meeting by a shareholder for which a proxy has been authorized always revokes the proxy.

Shareholders Voting. Each outstanding share of the corporation that is entitled to vote as shown on the stock transfer book will have one vote. The vote of the holders of a majority of the shares entitled to vote will be sufficient to decide any matter, unless a greater number is required by the Articles of Incorporation or by state law. Adjournment shall be by majority vote of those shares entitled to vote.

Shareholders Consent Resolutions. Any action that may be taken at a shareholders meeting may be taken instead without a meeting if a resolution is consented to, in writing, by all shareholders who would be entitled to vote on the matter.

Shareholders Cumulative Voting Rights. For the election of directors, each shareholder may vote in a cumulative manner, if desired. Cumulative voting will mean that if each shareholder has one vote per director to be elected, the shareholder may vote all votes for a single director or spread the votes among directors in any manner.

Powers of the Board of Directors. The affairs of the corporation will be managed by the board of directors. The board of directors will have all powers available under state law, including, but not limited to: the power to appoint and remove officers, agents, and employees; the power to change the offices, registered agent, and registered office of the corporation; the power to issue shares of stock; the power to borrow money on behalf of the corporation, including the power to execute any evidence of indebtedness on behalf of the corporation; and the power to enter into contracts on behalf of the corporation.

Number of Directors and Term of Office. The number of directors will be as shown in the Articles of Incorporation and may be amended. The number is currently three. Each director will hold office for one year(s) and will be elected at the annual meeting of the shareholders.

Date and Time of Annual Meeting of the Board of Directors. The annual board of directors Meeting will be held on August 23, at 2:00 o'clock pm. , at the offices of the corporation located at 8210 Cherry Blossom Drive, Windsor, Colorado, 80550. This meeting is for the purpose of appointing officers and for transacting any other necessary business. If this day is a legal holiday, the meeting will be held on the next day.

Special Meetings of the Board of Directors. Special meetings of the board of directors may be called at any time and for any purpose. These meetings may be called by either the president or the board of directors. The request for a special meeting must be made in writing that states the time, place, and purpose of the meeting. The request should be given to the secretary of the corporation who will prepare and send written notice to all directors.

Place of Board of Directors Meetings. The board of directors has the power to designate the place for directors meetings. If no place is designated, then the place for the meeting will be the principal office of the corporation.

Notice of Board of Directors Meetings. Written notice of board of directors meetings must be sent to each director. The notice must be sent no less than 14 days nor more than 30 days before the date of the meeting. The notice should be sent to the director's address as shown in the corporate records. The notice will include the place, date, and time of the meeting, and for special meetings, the purpose of the meeting. When notices are sent, the secretary of the corporation must prepare an Affidavit of Mailing of Notices. Directors may waive notice of meetings if done in writing, except that attendance at a meeting is considered a waiver of notice of the meeting.

Board of Directors Quorum. A quorum for directors meetings will be a majority of the directors. Once a quorum is present, business may be conducted at the meeting, even if directors leave prior to adjournment.

Board of Directors Voting. Each director will have one vote. The vote of a majority of the directors will be sufficient to decide any matter, unless a greater number is required by the Articles of Incorporation or state law. Adjournment shall be by majority vote.

Board of Directors Consent Resolutions. Any action that may be taken at a directors meeting may be taken instead without a meeting if a resolution is consented to, in writing, by all directors.

Removal of Directors. A director may be removed from office, with or without cause, at a special

meeting of the shareholders called for that purpose.

Filling Directors Vacancies. A vacancy on the board of directors may be filled by majority vote of the remaining directors, even if technically less than a quorum. A director elected to fill a remaining term will hold office until the next annual shareholders meeting.

Salaries of Directors. The salaries of the directors will be fixed by the board of directors and may be altered at any time by the board. A director may receive a salary even if he or she receives a salary as an officer.

Fiduciary Duty of Directors. Each director owes a fiduciary duty of good faith and reasonable care with regard to all actions taken on behalf of the corporation. Each director must perform his or her duties in good faith in a manner that he or she reasonably believes to be in the best interests of the corporation, using ordinary care and prudence.

Number of Officers. The officers of the corporation will include a president, vice-president, treasurer, and secretary. Any two (2) or more offices may be held by the same person.

Appointment and Terms of Officers. The officers of the corporation will be appointed by the directors at the first meeting of the board of directors. Each officer will hold office until death, resignation, or removal by the board of directors.

Removal of Officers. Any officer may be removed by the board of directors, with or without cause. Appointment of an officer does not create any contract rights for the officer.

Filling Officers Vacancies. A vacancy in any office for any reason may be filled by the board of directors for the unexpired term.

Duties of the President. The president is the principal executive officer of the corporation and is subject to control by the board of directors. The president will supervise and control all of the business and activities of the corporation. The president will preside at all shareholders and directors meetings, and perform any other duties as prescribed by the board of directors.

Duties of the Vice-President. If the president is absent, dies, or is incapacitated, the vice-president of operations will perform the duties of the president. When acting for the president, the vice-president will have all of the powers and authority of the president. The vice-president will also perform any other duties as prescribed by the board of directors.

Duties of the Secretary. The secretary will keep the minutes of all shareholders and directors meetings. The secretary will provide notices of all meetings as required by the bylaws. The secretary will be the custodian of the corporate records, corporate stock transfer book, and corporate seal. The secretary will keep a list of the addresses of all shareholders, directors, and officers. The secretary will sign, along with other officers, the corporation's stock certificates. The secretary will also perform any other duties as prescribed by the board of directors.

Duties of the Treasurer. The treasurer will be custodian of all corporate funds and securities. The treasurer will receive and pay out funds that are receivable or payable to the corporation from any source. The treasurer will deposit all corporate funds received into the corporate bank accounts as designated by the board of directors. The treasurer will also perform any other duties as prescribed by the board of directors.

Salaries of Officers. The salaries of the officers will be fixed by the board of directors and may be altered at any time by the board. An officer may receive a salary even if he or she receives a salary as a director.

Stock Certificates. Certificates that represent shares of ownership in the corporation will be in the form designated by the board of directors. Certificates will be signed by the president of the corporation. Certificates will be consecutively numbered. The name and address of the person receiving the issued shares, the certificate number, the number of shares, and the date of issue will be recorded by the secretary of the corporation in the corporate stock transfer book. Shares of the corporation's stock may only be transferred on the stock transfer book of the corporation by the holder of the shares in whose name they were issued as shown on the stock transfer book, or by his or her legal representative.

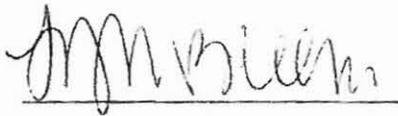
Financial Matters. The board of directors will determine the accounting methods and fiscal year of the corporation. All checks, drafts, or other methods for payment shall be signed by an officer determined by resolution of the board of directors. All notes, mortgages, or other evidence of indebtedness shall be signed by an officer determined by resolution of the board of directors. No money will be borrowed or loaned by the corporation unless authorized by a resolution of the board of directors. No contracts will be entered into on behalf of the corporation unless authorized by a resolution of the board of directors. No documents may be executed on behalf of the corporation unless authorized by a resolution of the board of directors. A board of directors resolution may be for specific instances or a general authorization.

Loans to Officers or Directors. The corporation may not lend any money to an officer or director

of the corporation unless the loan has been approved by a majority of the shares of all stock of the corporation, including those shares that do not have voting rights.

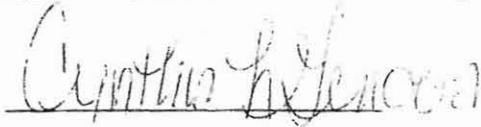
Amendments to the Bylaws. These bylaws may be amended in any manner by majority vote of the board of directors at any annual or special meeting. Any amendments by the board of directors are subject to approval by majority vote of the shareholders at any annual or special meeting.

Dated this 23rd day of August 2014

A handwritten signature in cursive script, appearing to read "Lynn M. Bleem", written over a horizontal line.

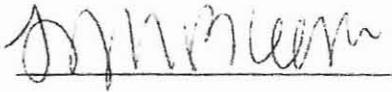
Lynn M. Bleem, Secretary of Corporation

Approved by the Board of Directors on August 23, 2014

A handwritten signature in cursive script, appearing to read "Cynthia L. Genova", written over a horizontal line.

Cynthia L. Genova, Chairperson of Board

Approved by the Shareholders on August 23, 2014

A handwritten signature in cursive script, appearing to read "Lynn M. Bleem", written over a horizontal line.

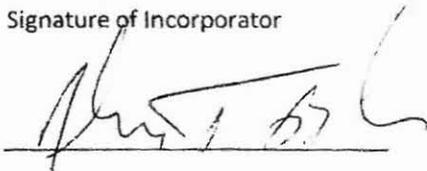
Lynn M. Bleem, Secretary of Corporation

Waiver of Notice of First Board of Director of Forever Green Limited

We, the undersigned incorporators of this corporation, waive any required notice and consent to the holding of the first meeting of the board of directors of this corporation on August 23, 2014, at 2:00 o'clock PM, at the offices of the corporation, located at 8210 Cherry Blossom Drive, Windsor, Colorado, 80550.

Dated this 23rd day of August, 2014

Signature of Incorporator

A handwritten signature in black ink, appearing to read "Joshua T. Bleem", written over a horizontal line.

Joshua T. Bleem

Resolution of Shareholders C-Corporation Status of Canna Company

A special meeting of the shareholders of this corporation was duly called and held on August 23, 2014 at 2:00 PM o'clock, at the offices of the corporation Located at 8210 Cherry Blossom Drive, Windsor, Colorado, 80550. All of the shareholders of this corporation were present, in person or by proxy.

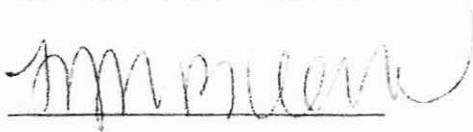
At the meeting it was decided, by unanimous vote, that it is in the best interests of the corporation that the corporation elect to be treated as a C-corporation under the provisions of Internal Revenue Code.

Therefore, it is unanimously

RESOLVED, that this corporation elects to be treated as an C-corporation under the provisions of Internal Revenue Code. The officers of this corporation are hereby authorized to perform all necessary acts to carry out this resolution.

The undersigned, Lynn M. Bleem, certifies that he or she is the duly elected secretary of this corporation and that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the shareholders that was held in accordance with state law and the bylaws of the corporation on August 23, 2014. I further certify that such resolution is now in full force and effect.

Dated this 23rd day of August, 2014

A handwritten signature in cursive script, appearing to read "Lynn M. Bleem", written over a horizontal line.

Lynn M. Bleem, Secretary of Corporation

Minutes Board of Directors Meeting

Canna Company

A meeting of the board of directors of this Corporation was held on October 20, 2014, at 2:00 O'clock PM, at the offices of the corporation, located at 8210 Cherry Blossom Drive, Windsor, Colorado, 80550.

Present at the meeting were the following people:

Cynthia L Genova, Chairperson

Joshua T. Bleem, President

Lynn M. Bleem, Secretary and Treasurer

all of whom are directors of this corporation.

No other persons were present.

1. A Waiver of Notice of the meeting which was signed by all directors was presented.

Upon motion made and carried, the secretary was ordered to attach the Waiver of Notice to the minutes of this meeting.

2. Joshua T. Bleem tendered his resignation as President/CEO and Director of this corporation
3. Lynn M. Bleem tendered her resignation as VP, Secretary, Treasurer and Director of this corporation
4. Cynthia L. Genova, the chairperson of the director meeting accepted the resignations. It was agreed that the resignations will take effect immediately.
5. Cynthia L. Genova accepted to fill the positions vacated by the resignations.

Upon motion made and carried, the board of directors

RESOLVED that:

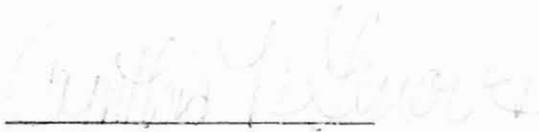
The following person(s) were elected as officers of the corporation to serve until the first annual board of directors meeting:

Cynthia L. Genova Chairman and President

Cynthia L. Genova Secretary and Treasurer

There being no further business, upon motion made and carried, the meeting was adjourned.

Dated this 20th day of October, 2014

A handwritten signature in cursive script, appearing to read "Cynthia L. Genova", is written over a horizontal line.

Cynthia L. Genova, Secretary of Corporation



APPENDIX C

Contents:

1. Detail List of Operating and Investment Accounts of Company

Detail Page 6, Question 9

CannaCo Facility
3019 Toupal Drive
Trinidad, CO 81082

Prepared by:

CannaCo
8210 Cherry Blossom Drive
Windsor, CO 80550
719.680.8087



Detail List of Operating and Investment Accounts of Company

Operating Account

Cynthia L. Genova

[REDACTED]
Lakewood, CO 80226

Checking account

Account Number [REDACTED]

Wells Fargo Bank
420 Montgomery
San Francisco CA 94104
800.869.3557

Investment Account

None

CannaCo Facility
3019 Toupal Drive
Trinidad, CO 81082

Prepared by:

CannaCo
8210 Cherry Blossom Drive
Windsor, CO 80550
719.680.8087

STATE OF COLORADO

DEPARTMENT OF REVENUE
Marijuana Enforcement Division
455 Sherman Street Suite 390
Denver CO 80203



Town of Trinidad Licensing Authority
P.O. Box 880
Trinidad, CO 81082

John J. Hickenlooper
Governor

Barbara J. Brohl
Executive Director

Ron Kammerzell
Senior Enforcement
Director

December 23, 2014

Re: Issuance of Colorado Retail Marijuana Conditional License

Attached is a copy of the Colorado Retail Marijuana Conditional License/s. This copy is for your records and the original was sent to the license applicant.

This license is "Conditioned" upon Local Licensing Authority approval and the license applicant is prohibited from operating without both State and Local approval pursuant to Title 12, Article 43.3, Section 305.

Please notify the Marijuana Enforcement Division upon the issuance of the local license by providing a copy of the local license to:

shirley.grantham@state.co.us (the preferred method) or you may mail it to:

Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver, CO 80203
Attention: Licensing

Respectfully,

A handwritten signature in black ink that reads "W. Lewis Koski". The signature is written in a cursive style with a large, stylized "W" and "K".

W. Lewis Koski
Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Retail Marijuana Conditional License

CANNA COMPANY

CANNACO

3019 Toupal Drive, Trinidad, CO 81082

Retail Marijuana Store - 402R-00371

Effective Date of License: December 15, 2014

License Valid Through: 12/15/2015

This license is conditioned upon Local Authority approval, pursuant to section 12-43.4-304(1) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.4, as amended. A licensee shall not exercise any of the rights or privileges of this license until such time as all such Medical Marijuana and Medical Marijuana-Infused Product are fully transferred and declared in the MITS system as Retail Marijuana and Retail Marijuana Product, pursuant to Rule R211 & R309. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.

W. Lewis Koski

W. Lewis Koski
Division Director

Barbara J. Broni

Barbara J. Broni, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Retail Marijuana Conditional License

CANNA COMPANY

CANNACO

3019 Toupal Drive, Trinidad, CO 81082

Retail Marijuana Cultivation Facility - 403R-00419

Effective Date of License: December 15, 2014

License Valid Through: 12/15/2015

This license is conditioned upon Local Authority approval, pursuant to section 12-43.4-304(1) C.R.S.

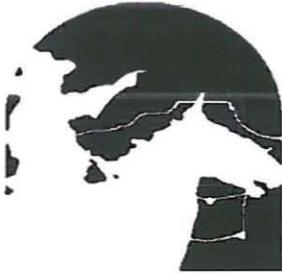
This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.4, as amended. A licensee shall not exercise any of the rights or privileges of this license until such time as all such Medical Marijuana and Medical Marijuana-Infused Product are fully transferred and declared in the MITS system as Retail Marijuana and Retail Marijuana Product, pursuant to Rule R211 & R309. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.

W. Lewis Koski

W. Lewis Koski
Division Director

Barbara J. Brohl

Barbara J. Brohl, Executive Director



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

3c

CITY COUNCIL MEETING: January 20, 2015
PREPARED BY: Audra Garrett, ACM/City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*

SUBJECT: PUBLIC HEARING - New Retail Liquor Store license request by El Paso Liquor, Inc. d/b/a El Paso Liquor at 1101 E. Main Street

PRESENTER: El Paso Liquor, Inc. representative

RECOMMENDED CITY COUNCIL ACTION: Continue the conduct of the public hearing. City Council may take up to 30 days thereafter to render a decision on the application.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: This is an application for a new license. The requirements to be illustrated by the applicant to the local liquor licensing authority are 1) the needs of the neighborhood are not being met by existing establishments; 2) it is the desire of the adult inhabitants of the neighborhood that this license be granted; and 3) the licensee is of good moral character to hold a liquor license.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

The application packet is the record for the hearing.

Fingerprint results have now been received and the results consistent with the disclosure.

This is a continuation of the hearing commenced on January 6, 2015.

3c



INVESTIGATIVE REPORT

Applicant: El Paso Liquor, Inc.
Business Name: El Paso Liquor
Business Address: 1101 E. Main Street
Date of Application: November 25, 2014
Date Application Filed with Local Authority: December 2, 2014
Type of Request: New License
Type of License: Retail Liquor Store
Hearing Date: Tuesday, January 6, 2015, 7:00 p.m.

APPLICATION CONTENTS -

Applicant's Documents: Liquor License Application - Form #DR8404
Articles of Incorporation
Statement of Trade Name
Diagram of Premises
Commercial Lease Agreement
Individual History Records-Form #DR8404-I
Letters of Reference
Fingerprints

City Documents: Notice of Public Hearing
Certificate of Mailing
Proof Publication on 10/31/2014
Certificate of Posting
Departmental Reports
Correspondence to Applicant
Neighborhood Boundary Map

STATE AND LOCAL FEES -

State Fees:	Investigation	\$1,125.00
	License	<u>227.50</u>
	Total	\$1,352.50

Local Fees:	Investigation	\$ 625.00
	License	<u>22.50</u>
	Total	\$ 647.50

Local and state fees have been paid. Applicant has been advised the City's and State's investigation fee is non-refundable and in the event the liquor license is denied, license fees only shall be refunded.

LETTERS OF REFERENCE -

Letters of reference for Ioannis G. Smirniotis received from:

Rianna Rivera, Trinidad, CO
Elsie Hargrove, Trinidad, CO
Anastasio G. Andrianakos, Denver, CO

Three letters of reference have been verified, as required by ordinance.

FINGERPRINTING -

Fingerprint cards were submitted to CBI/FBI on 11/26/14. Results have not been received for Ioannis G. Smirniotis because the print quality was too poor. Mr. Smirniotis will need to have prints retaken and resubmitted.

LEASE AGREEMENT -

The lease agreements dated 11/25/2014 between Ioannis Smirniotis, an individual, and El Paso Liquor, Inc., a Colorado corporation for the lease of property at 1101 E. Main Street. The lease term is from December 1, 2014 through November 30, 2017.

DIAGRAM OF PREMISES -

The diagram identifies the proposed premises. It encompasses the ground level facility. There are two fairly large storage areas that consume approximately half of the building. The remainder of the building is the sales room. A drive through is proposed on the east side of the building.

SALES TAX LICENSE -

Sales Tax License #30676693 was verified.

NOTICE OF HEARING -

Mailed to applicant – 12/11/14.

Published – 12/15/14.

Posted on the premises – 12/16/14.

DEPARTMENTAL REPORTS -

Fire Chief Tim Howard conducted his inspection on 12/16/2014. He reported that the premise is not ready for inspection. A follow up inspection will be required and is anticipated the second week of February, 2015.

Building Inspector Chris Kelley advises that this proposed use will represent a change of occupancy and that plans are needed for the remodel.

The Police Department reported that an inspection will be completed upon renovation of the premises. Chief Glorioso had no other comments at this time.

CORRESPONDENCE TO APPLICANT -

A letter dated 12/15/2014 was sent to El Paso Liquor, Inc. advising of the procedures to follow at the hearing. A sample petition was also provided as well as a map of the designated neighborhood.

ZONING –

The proposed premise is zoned Community Commercial.

SCHOOL DISTANCES –

There is a 500-foot limitation from a school for a Tavern license type specifically. While the limitation does not exist for a Retail Liquor Store license, information is provided for informational purposes only. The nearest school property is Goal Academy which is 3,208.82 feet from the nearest point of this property.

LICENSED OUTLETS WITHIN THE NEIGHBORHOOD -

The neighborhood boundary was set as the corporate boundaries of the City.

There are forty-one (41) licensed outlets within the City limit boundary. Of the forty-one (41) licensed premises, eight (8) are licensed as Retail Liquor Stores. (J.R'S #811, Main St. Tap House, Krackalack Sports Grill, RJ's Discount Liquor, Monte Cristo Bar, and Ole's Tavern have either not renewed their license and are in the 90-day late renewal period or have closed).

The outlets are:

3.2% - Off	J. R.'S Fuel Stop #810	731 E. Main Street
	J. R.'S #811	110 E. Colorado Avenue
	Safeway Store #722	457 W. Main Street
	Wal-Mart #962	2921 Toupal Drive
	Count: 4	
3.2% - On Premises	Creative Sale, Inc.	700 Smith Street
	Count: 1	
Club	Elks, BPOE	120 S. Maple
	Count: 1	
Hotel/Rest.	Royse's Black Jack Steakhouse	225 W. Main Street
	Chef Liu's Restaurant	1423 Santa Fe Trail
	Mission at the Bell Restaurant	134 W. Main Street
	Quality Inn	3125 Toupal Drive
	Rino's Restaurant	400 E. Main Street
	Wonderful House Restaurant	415 University Street
	Bella Luna Pizzeria	121 W. Main Street
	Trinidad Holiday Inn	3130 Santa Fe Trail Drive
	Main St. Tap House	308 W. Main Street
	Brix	231 E. Main Street
	Café What a Grind	341 N. Commercial Street
	Krackalack Sports Grill	416 University Street
	Ristras Restaurant and Cantina, LLC	516 E. Elm Street
	Clubhouse Grille, The	1415 Nolan Dr.
	Count: 14	
Liquor Store	Drop City Liquor	155 Elm Street
	Main Street Liquors	803 E. Main Street
	Mountain Liquor	1144 Robinson

Santa Fe Trail Hops & Vines 1530 Santa Fe Trail
Tire Shop Wine & Spirits 601 W. Main Street
Trinidad Beer, Liquor & Wine Depot 111 E. Kansas Avenue
Arizona Liquor 847 Arizona Avenue
RJ's Discount Liquor 2132 Freedom Road

Count: 8

Tavern Great Wall 321 State Street
El Rancho Cafe 1901 Santa Fe Trail
Gino's Sports Bar 991 E. Main Street
JuJo's Pub and Dance Hall 125 N. Chestnut Street
Lumber Jacks Bar & Grill 1133 N. Linden Ave.
Mantelli's 137 W. Main Street
Monte Cristo Bar 124 Santa Fe Trail
The Park 608 Arizona Avenue
Trinidad Lanes, LLC 823 Van Buren
Ole's Tavern 2833 Toupal Drive

Count: 10

Arts Southern Colorado Repertory 131 W. Main Street
Theatre

Count: 1

Beer and Wine Mt. Carmel Health, Wellness & 911 Robinson Avenue
Community Center 1133 North Linden Avenue
Lees' Bar B-Q

Count: 2

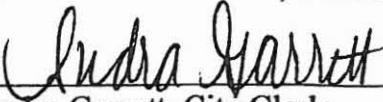
Disclosure statements are provided by Councilmember Michelle Miles and Councilmember Liz Torres.

PETITIONS –

A petition was filed with this office on December 22, 2014, in support of the granting of the liquor license, containing 52 total signatures. Of the 52 signatures provided, 43 were residents or business owners/ managers from within the neighborhood, 21 years of age or older, all favoring issuance of a liquor license at this location. No petitions opposing the issuance of the license were submitted.

Dated this 30th day of December, 2014.

CITY OF TRINIDAD, COLORADO



Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 30th day of December, 2014, I mailed a copy of the Investigative Report, by Certified Mail, to:

El Paso Liquor, Inc.
d/b/a El Paso Liquor
1508 Atchison Avenue
Trinidad, CO 81082
Certified Mail # 7014 2120 0004 1880 9355



Audra Garrett, City Clerk

6. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>								
7. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state); (a) been denied an alcohol beverage license? (b) had an alcohol beverage license suspended or revoked? (c) had interest in another entity that had an alcohol beverage license suspended or revoked? If you answered yes to 7a, b or c, explain in detail on a separate sheet.	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>								
8. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes," explain in detail.	<input type="checkbox"/> <input checked="" type="checkbox"/>								
9. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	<input type="checkbox"/> <input checked="" type="checkbox"/>								
10. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	<input type="checkbox"/> <input checked="" type="checkbox"/>								
11. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? <input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail)	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>								
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:40%; height: 20px;">Landlord</td> <td style="width:40%;">Tenant</td> <td style="width:20%;">Expires</td> </tr> </table>	Landlord	Tenant	Expires						
Landlord	Tenant	Expires							
Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11". (Doesn't have to be to scale)									
12. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">NAME</th> <th style="width:20%;">DATE OF BIRTH</th> <th style="width:20%;">FEIN OR SSN</th> <th style="width:30%;">INTEREST</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; height: 30px;">NONE</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST	NONE				
NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST						
NONE									
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.									
13. Optional Premises or Hotel and Restaurant Licensees with Optional Premises Has a local ordinance or resolution authorizing optional premises been adopted?	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>								
Number of separate Optional Premises areas requested. <u>0</u> (See License Fee Chart)									
14. Liquor Licensed Drug Store applicants, answer the following: (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? COPY MUST BE ATTACHED.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>								
15. Club Liquor License applicants answer the following and attach: (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? (c) How long has the club been incorporated? _____ (Three years required) (d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above?	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>								
16. Brew-Pub License or Vintner Restaurant Applicants answer the following: (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>								
17a. Name of Manager (for all on-premises applicants) <u>IOANNIS G SMIRNIOTIS</u> (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I).	Date of Birth [REDACTED]								
17b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>								
18. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>								

19. If applicant is a corporation, partnership, association or limited liability company, applicant **must list ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS.** In addition applicant **must list** any stockholders, partners, or members with **OWNERSHIP OF 10% OR MORE IN THE APPLICANT.** ALL PERSONS LISTED BELOW must also attach form DR 8404-I (Individual History record), and submit finger print cards to their local licensing authority.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
IOANNIS G SMIRMOTIS	[REDACTED]	[REDACTED]	President	100%
	TRINIDAD CO 81082			

*If total ownership percentage disclosed here does not total 100% applicant must check this box
 Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant

Additional Documents to be submitted by type of entity

- CORPORATION Cert. of Incorp. Cert. of Good Standing (if more than 2 yrs. old) Cert. of Auth. (if a foreign corp.)
 PARTNERSHIP Partnership Agreement (General or Limited) Husband and Wife partnership (no written agreement)
 LIMITED LIABILITY COMPANY Articles of Organization Cert. of Authority (if foreign company) Operating Agrmt.
 ASSOCIATION OR OTHER Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable) **ANDRIAMAKOS ANASTASIOS G** Address for Service **1325 S. Colorado Blvd #500 DENVER 80222**

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature  Title **President** Date **11/24/14**

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)

Date application filed with local authority **Rec 11/25/14 - filed 12/2/14** Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1)) C.R.S. **11/6/2013**

THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

- That each person required to file DR 8404-I (Individual History Record) has:
- | | |
|---|--|
| <input checked="" type="checkbox"/> Been fingerprinted..... | Yes No |
| <input checked="" type="checkbox"/> Been subject to background investigation, including NCIC/CCIC check for outstanding warrants..... | <input checked="" type="checkbox"/> <input type="checkbox"/> |
- That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license.....
- (Check One)
 Date of Inspection or Anticipated Date 12/22/14
 Upon approval of state licensing authority.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> TOWN, CITY <input type="checkbox"/> COUNTY
Signature	Title	Date
Signature (attest)	Title	Date



Colorado Secretary of State
 Date and Time: 11/17/2014 07:08 PM
 ID Number: 20141697102
 Document number: 20141697102
 Amount Paid: \$50.00

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

Articles of Incorporation for a Profit Corporation

filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

El Paso Liquor, Inc

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

2. The principal office address of the corporation's initial principal office is

Street address 1101 E Main Street
(Street number and name)

Trinidad CO 81082
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

Mailing address 1325 S Coloardo Blvd #500
 (leave blank if same as street address) (Street number and name or Post Office Box information)

Denver CO 80222
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name Andrianakos Anastasios G
 (if an individual) (Last) (First) (Middle) (Suffix)

or

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

Street address 1325 S Colorado Blvd #500
(Street number and name)

Denver CO 80222
(City) (State) (ZIP/Postal Code)

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

CO
(City) (State) (ZIP/Postal Code)

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

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

4. The true name and mailing address of the incorporator are

Name
(if an individual) Smirniotis Ioannis
(Last) (First) (Middle) (Suffix)

or

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

Mailing address 1508 Atchison
(Street number and name or Post Office Box information)

Trinidad CO 81082
(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 corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

The corporation is authorized to issue 10,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (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.

7. (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.

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

Andrianakos Anastasios G
(Last) *(First)* *(Middle)* *(Suffix)*
1325 S Colorado Blvd #500
(Street number and name or Post Office Box information)

Denver CO 80222
(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).



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.

Colorado Secretary of State
 Date and Time: 11/17/2014 07:18 PM
 ID Number: 20141697109
 Document number: 20141697109
 Amount Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity

filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

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

ID Number	<u>20141697102</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>El Paso Liquor, Inc</u>
Form of entity	<u>Corporation</u>
Jurisdiction	<u>Colorado</u>

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

El Paso Liquor

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

Liquor store

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

This document contains additional information as provided by law.

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

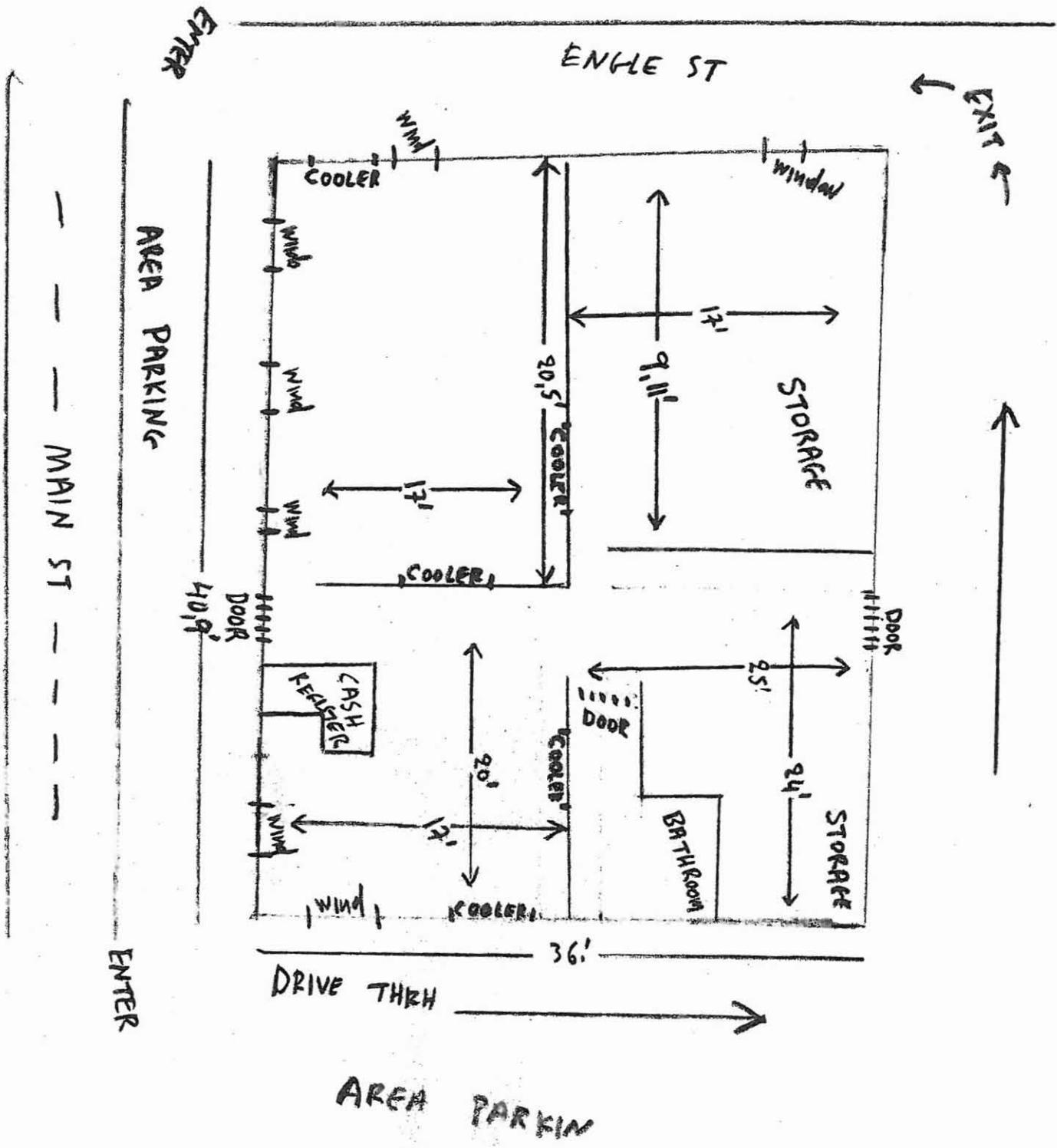
(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

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

Notice:

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

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



THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES.
THE PARTIES SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING.

COMMERCIAL LEASE
(NNN)

This Commercial Lease (the "Lease") is made on NOVEMBER 25 2014 (date) and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); all costs, charges, and expenses which Tenant assumes, agrees, or is obligated to pay to Landlord pursuant to the Lease (the "Additional Rent"); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

PARTIES, PREMISES, AND DEFINED TERMS

1. Landlord: IOANNIS SMIRNIOTIS
a(n) INDIVIDUAL [Individual, Company or Type of Entity], (the "Landlord").
2. Tenant: EL PASO LIQUOR INC
a(n) CORPORATION [Individual, Company, or Type of Entity], (the "Tenant").
3. Premises: Landlord is the owner of certain real estate legally described as LOTS 8 9 AND 10 CAPITAL HILL ADDITION TO THE CITY OF TRINIDAD in LAS ANIMAS [insert county], Colorado (the "Real Estate"). The Real Estate is improved with a BUILDING [insert description of building or buildings] (the "Improvements") (the Real Estate and the Improvements are collectively referred to as the "Property"). Landlord hereby leases and demises to Tenant the following described portion of the Property: Address 1101 E MAIN STREET Suite N/A, consisting of 1644 square feet (the "Premises").
4. Term: Landlord Leases the Premises to Tenant from twelve o'clock noon on the 1st day of DECEMBER, 2014, and until 11:59 p.m. on the 30th day of NOVEMBER, 2017 (the "Term"). Subject to Tenant's performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises.
5. Rent: Rental for the first year of the Term is NINE THOUSAND SIX HUNDRED and NO/100 Dollars (\$ 9,600.00) payable in equal installments of EIGHT HUNDRED and NO/100 Dollars (\$ 800.00) in advance to Landlord on the first day of each calendar month for that month's rental before twelve o'clock noon, without notice (the "Rent"). Unless otherwise provided in the Lease, all payments due under the Lease, including Additional Rent, shall be mailed, or delivered to Landlord at the following address: 1508 ARCHISON, TRINIDAD, COLORADO 81082. If the Term does not begin on the first day of the month, the Rent shall be prorated accordingly. Rent for subsequent years of the Term shall shall not be increased. In the event Rent is subject to increase, it shall be increased on the following basis: N/A.
6. Option: Tenant shall shall not have the option to extend the Term, pursuant to the terms and conditions contained herein, for an additional THREE YEARS period (the "Option"). In the event Tenant desires to exercise the Option, Tenant shall, at least NINETY days before expiration of the Term, provide Landlord with written notice of its intent to exercise the Option. Rent shall be adjusted and payable as follows: NINE HUNDRED DOLLARS PER MONTH FOR ALL THREE YEARS FROM DECEMBER 1st, 2017 THROUGH NOVEMBER 30 2020.
The option shall only be exercisable provided that no Tenant Defaults currently exist and that no Tenant Defaults have occurred over the Term of the Lease which have not been cured by Tenant as provided by the Lease.
7. Security Deposit: Prior to occupying the Premises, Tenant shall keep on deposit with Landlord a security, cleaning, and damage deposit in the amount of N/A - NO SECURITY DEPOSIT. and —/100 Dollars (\$ —) as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, normal wear and tear excepted, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of the Lease (the "Security Deposit").
8. Use: The Premises shall be used for OPERATING A LIQUOR STORE, provided this use conforms with applicable zoning regulations. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purpose.
9. Utilities/Additional Rent: Tenant shall pay all of the utilities for the Premises indicated in this Paragraph 9 as Additional Rent and shall pay Tenant's Pro Rata Share of all other items in this Paragraph 9 as Additional Rent. Tenant's pro rata share of costs for purposes of the Lease shall be 100 % ("Tenant's Pro Rata Share"). Tenant's Pro Rata Share is determined as a proportion of the whole of the improvements upon the Property, the denominator of which is the number of the square feet available to rent as determined by the Landlord and excluding common areas, and the numerator of which shall be the same square footage as the Premises.

a. Utilities: Tenant shall be responsible for paying the following utilities on the Premises: Electric Gas Water Sewer Phone Cable/Satellite T.V. Internet Access Refuse Disposal Other _____

If the Premises does not share meter facilities for utilities and if the utility or utilities are not provided as part of the CAM Costs (as defined below), tenant shall contract directly with all utility providers and all utility payments shall be directed to the respective utility providers. If the Premises shares meter facilities for utilities, the charges shall be allocated to each tenant by Landlord based upon a reasonable basis and shall be payable to the Landlord as Additional Rent.

b. CAM Costs: Tenant shall be responsible for paying Tenant's Pro Rata Share of the annual common area operation and maintenance costs of the Property ("CAM Costs"). CAM Costs are all expenditures made by Landlord to operate and maintain the Property, including, but not limited to, utilities (electric, gas, water, and sewer), repairs, replacement costs (due to ordinary and extraordinary wear and tear or catastrophe), trash and snow/ice removal (including removal from parking areas, abutting roadways, and walkways), landscaping and lawn maintenance, painting, sign installation and maintenance, repair and replacement of utility systems, depreciation of machinery and equipment used in such repair and replacement, and cost of all personnel to implement such services. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of all possible CAM Costs.

c. Tax Costs: Tenant shall be responsible for paying Tenant's Pro Rata Share of annual taxes, assessments, and governmental charges relative to the Property ("Tax Costs"). The Tax Costs shall include, but not be limited to, all federal, state, county, municipal, or other governmental or quasi-governmental taxes or assessments levied upon, charged against, or assessed in connection with the use of the Property. Tax Costs shall not include state, or federal income taxes owed by Landlord.

d. Landlord's Insurance Costs: The Landlord shall procure and maintain such fire and casualty, loss of rents, and liability insurance on the Property as it deems proper and appropriate ("Insurance Costs"). Tenant shall be responsible for paying Tenant's Pro Rata Share of Insurance Costs. Such insurance shall not be required to cover any of the Tenant's property and the Tenant shall have no interest in any of the proceeds of such insurance.

10. Payment of Additional Rent: All Additional Rent shall be paid by Tenant to Landlord in equal monthly installments concurrent with the Rent. Payments of Additional Rent shall be calculated as follows: on, or before the commencement date of this Term, Landlord shall give Tenant a statement of the estimated annual CAM Costs, Tax Costs, and Insurance Costs for the Property ("Estimate of Costs"). Tenant shall pay Additional Rent to Landlord based upon the Estimate of Costs divided by twelve (12). The Estimate of Costs shall be the basis of such Additional Rent calculated until Tenant is notified by Landlord of a change thereof. Within ninety (90) days of the end of each calendar year, Landlord shall compute actual CAM Costs, Tax Costs, and Insurance Costs for the preceding year (the "Actual Costs"). Landlord shall provide Tenant with a statement of Actual Costs. In the event that Tenant's payment of Additional Rent for said calendar year totals less than the Tenant's pro-rata share of the Actual Costs, Tenant shall be obligated to pay Landlord, within ten (10) days of receipt of statement, the difference between Tenant's pro-rata share of Actual Costs and the Additional Rent actually paid for said calendar year. In the event Tenant's Additional Rent actually paid for said calendar year exceeds Tenant's pro-rata share of Actual Costs, such excess shall be credited to Tenant's account. The Actual Costs of the prior calendar year shall be used for the purpose of calculating the Estimate of Costs for the then current year.

11. Late Payments: If any Rent, Additional Rent, or other payment is received later than 15 days after the date when due, the parties agree that Additional Rent in the amount of \$ _____ or FIVE percent (5 %) of the outstanding sums shall also be due and payable. The addition of such amount and the collection thereof shall not operate to waive any other rights of Landlord for nonpayment of Rent, or for any other reason.

12. Repairs and Maintenance of the Premises: The Landlord Tenant shall maintain the foundation, exterior walls, and roof of the Improvements in good repair. The Landlord Tenant agrees to keep all the other improvements (including plate glass and other windows, window frames, and doors) upon the Premises repaired and maintained in good order as described in the Lease. The Landlord Tenant shall properly irrigate and care for all trees, shrubbery, and lawn and the Landlord Tenant shall keep all driveways, sidewalks, and parking areas on the Premises free and clear of ice and snow.

13. Parking: For the Term, Landlord grants to Tenant and its employees and invitees, at no additional charge, a Parking License. The Parking License is a non-exclusive license for the use of N/A parking spaces upon the Property (the "Parking License"). The Parking License shall be effective for the term of the Lease as defined below. Landlord and Tenant shall shall not designate specific spaces for the Parking License prior to commencement of the Term.

PREMISES

14. Common Areas: The common areas are all areas outside of the Premises upon the Property designated by Landlord for common use of Tenant, its employees, licensees, invitees, contractors, and Landlord (the "Common Areas"). Landlord grants to Tenant, its employees, licensees, invitees and contractors a non-exclusive license over such Common Areas of the Property necessary to the use and occupancy of the Premises and Parking License (the "Common Area License"). Said License shall be effective for the Term of the Lease. Tenant shall not use Common Areas for any type of storage, or parking of trucks, trailers, or other vehicles without the advance written consent of Landlord. All parking and Common Areas of Property shall at all times be subject to the management of Landlord, and are not part of the Premises. All use of the Common Areas shall be at the sole risk of Tenant, and Landlord is not liable for any damages, or injuries occasioned by such use. Landlord shall have the right, power, and authority to compile, promulgate, change, and modify all rules and regulations that it may, in its sole discretion, deem necessary for use of the Common Areas. Tenant agrees to abide by and conform with all rules and regulations pertaining to such Common Areas. Landlord shall have the right to construct, maintain, and operate lighting facilities; to police and from time to time change the area, location, and arrangement of the Common Areas and facilities; to restrict employee parking to certain areas; to temporarily close all, or any portion of the Common Areas; to discourage non-customer parking; and to do and perform any and all such other acts in and to said Common Areas and facilities as Landlord shall determine in its sole and absolute discretion.

15. Condition of Premises and Representations: Tenant is familiar with the physical condition of the Premises and the Property. Except as may otherwise be provided in the Lease, Landlord makes no representations, or warranties as to the physical condition of the Premises, or the Property, or their suitability for Tenant's intended use. In the event that Landlord agrees to provide any renovations, build-out, or any other labor and materials for the improvement of the Premises, or any allowance for improvements to be effected by Tenant, such work, or allowance shall be specified and agreed to between the parties in a separate document appended to this Lease and which shall constitute a part of this Lease ("**Work Letter**"). Other than the work, if any, to be performed pursuant to Tenant's Work Letter, the Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations, or warranties as to the suitability of the Premises for Tenant's intended use. Landlord further makes no representations, or warranties as to whether Tenant's intended use will necessitate changes, or alterations to the Premises in order to comport with local, state, or federal laws and regulations. Such laws and regulations include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act), and zoning regulations. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state, or federal laws and regulations because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any local, state, or federal laws and regulations.

16. Check-In Inspection: Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained therein shall be sufficient and satisfactory proof of the condition of the Premises at the time of possession, should a subsequent dispute arise at a later date as to the condition of the Premises at the time of move-in.

17. Use of Premises: Tenant, in consideration of the leasing of the Premises, agrees as follows:

a. Use of Premises: To use and occupy the Premises solely as and for the use specified in Paragraph 8 of the Lease. Landlord's consent to the aforementioned use is not an assurance, or warranty that the Premises' attributes are sufficient for Tenant's use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law. Landlord expressly reserves its right to lease space within the Property as it sees fit, unless explicitly prohibited by other provisions in the Lease. Landlord's demise of the Premises to Tenant does not preclude Landlord from leasing other parts of the Property to other tenants who may be viewed objectively, or subjectively as competing with Tenant.

b. Signage: Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with size and other requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances. All signage shall conform to aesthetic and design criteria, themes, and standards of the Property and the Improvements. Additionally, Landlord may provide signage space on a common, or community sign located on the Property.

c. Vacancy: It will be deemed a Default of the Lease if the Premises are left vacant and unoccupied for over thirty (30) days. In addition to other remedies contained in the Lease, the Landlord may, without being obligated to do so, and without terminating the Lease, retake possession of the Premises and relet, or attempt to relet them for such rent and upon such conditions as the Landlord deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs. Tenant shall be liable for the balance of the Rent and Additional Rent herein reserved until the expiration of the Term.

d. Legal Compliance: Tenant and its licensees and invitees shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. Tenant and its licensees and invitees may not possess, or consume alcoholic beverages on the Premises unless they are of legal age. No alcoholic beverages shall be sold upon the Premises unless proper licenses have been obtained. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person occupying or present upon the Premises) shall be permitted upon the Premises. Tenant hereby covenants and agrees to use its reasonable efforts to prevent and preclude its employees, guests, invitees, etc. from the aforementioned illegal conduct. Tenant and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to the Landlord to insure the Property. No hazardous or dangerous activities are permitted upon the Premises.

e. Additional Prohibitions: Neither Tenant nor its subtenants, licensees, volunteers, employees, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to, other subtenants, occupants, or invitees of the Premises, or adjacent property owners, or adjacent tenants, or that would interfere with those other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

f. Pets and Animals: Pets or animals shall shall not be permitted upon the Premises.

g. Storage/Trash: Tenant shall store all personal property entirely within the Premises. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in a neat and clean condition, or within designated Common Areas so as not to be visible to members of the public in, or about the Property, and so as not to create any health or fire hazard.

h. Hazardous Material Prohibited: Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, or about the Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused, or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

i. Quiet Enjoyment: Landlord agrees that upon Tenant paying the Rent and performing Tenant's obligations under the Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until the Lease is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers

of Landlord's interest in the Premises or in the Property, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

j. **Rules and Regulations:** Landlord shall provide Tenant with a copy of all rules and regulations affecting the Premises, and Tenant shall abide by all such rules and regulations.

18. **Subletting or Assignment:** Tenant shall not sublet the Premises or any part thereof, nor assign the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord. As a condition of assignment or sublease, Landlord may require the continued liability of Tenant or a separate personal guaranty by Tenant or its principal. If Tenant is a corporation, limited liability company, or other entity that is not a natural person, any change in ownership of more than thirty percent (30.0%) (over any period) of the ownership interest shall be deemed an assignment of the Lease. In the event an assignment or sublease is permitted, all payments from assignee or sublessee shall be made directly by said party to Landlord, and not through Tenant.

19. **Surrender of Premises:** Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, loss by casualty and normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. In the event that Tenant fails to redeliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. The cost of any work necessitated shall be deducted from the Security Deposit; if the Security Deposit is insufficient to cover work performed, Tenant shall be obliged to pay the additional balance.

20. **Removal of Fixtures/Redelivery:** Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property that are not permanently affixed to the Premises. Tenant shall remove the alterations and additions and signs made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peaceably yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove); and all fixtures, furnishings, floor coverings, and equipment that are permanently affixed to the Premises which shall thereupon become the property of the Landlord. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord.

PAYMENTS

21. **Payments/Dishonored Checks:** Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. Additional bank and handling charges may also be assessed in the event of a dishonored check. The foregoing items shall be deemed Additional Rent. Landlord may require Tenant to replace such dishonored check with a money order, cashier's check, or other good funds. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or other good funds.

22. **Partial Payment:** If any partial payment is made by Tenant, it shall be allocated first to the payment of Additional Rent, including, without limitation, utilities (if applicable) and other expenses; and second to unpaid Rent. Acceptance by Landlord of any partial payment shall not waive the right of Landlord to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

23. **No Offset:** No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

24. **Joint and Several Obligations of Tenant:** In the event more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that all persons comprising Tenant are each, together and separately, responsible for all of Tenant's obligations. Landlord may, at its option, determine whom to hold responsible.

SECURITY DEPOSIT

25. Security Deposit:

a. **Security Deposit:** To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in the Lease to be observed and performed, Tenant shall deposit with Landlord the Security Deposit prior to commencement of the Lease. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise.

b. **Application of Security Deposit:** The parties agree: (1) that the Security Deposit or any portion thereof, may be applied to the curing of any Default that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied, which shall be added to the Security Deposit so it will be restored to its original amount; (2) that should the Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be turned over to Landlord's grantee, and if the Security Deposit is turned over, Tenant agrees to look to such grantee for such application or return; (3) that Landlord shall not be obligated to hold the Security Deposit as a separate fund; (4) that should the Rent be increased, the Security Deposit shall be increased in the same proportion within thirty (30) days of such Rent increase; and (5) that should a Default occur, Landlord may, as an additional remedy, increase the Security Deposit at its sole discretion.

c. **Return of Security Deposit:** If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

REPAIRS AND MAINTENANCE

26. Improvements, Repairs and Maintenance: Subject to the limitations set forth in Paragraphs 27 and 28 below, either Landlord or Tenant, as specified in Paragraph 12 above, shall be responsible for the cost and condition of the respective improvements, repairs, and maintenance relating to all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances, and glass used in connection with the Premises.

27. Landlord's Limited Responsibility: In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Landlord shall be responsible for: (i) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of ordinary wear and tear, and (ii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces, or acts of God, or by fire not caused by Tenant. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse of Tenant, its agents, employees, customers, licensees, invitees, or contractors shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Base and Additional Rent or damages, or be deemed an eviction of Tenant in whole or in part.

28. Tenant's Allowed Responsibilities: In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Tenant shall not perform or contract with third parties to perform any repairs of any kind upon the Premises or structure upon which the Premises are located. In the event any repair that is the responsibility of Landlord becomes necessary, Tenant shall notify Landlord as soon as possible, and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at the sole expense of Tenant.

29. Tenant's Duty to Repair: In the event Paragraph 12 of the Lease provides for Tenant's responsibility for certain repair and maintenance, Tenant shall, at Tenant's sole cost and expense, maintain the Premises, including, but not limited to, the plumbing, exterior plate glass, other windows, and window frames, electric wiring, HVAC equipment, fixtures, appliances, and interior walls, doorways, and appurtenances belonging thereto installed for the use or used in connection with the Premises (and including the foundation, exterior walls, and roof of the Improvements, if so provided in Paragraph 12). Tenant shall, at Tenant's own expense, make as and when needed all repairs to the Premises and to all such equipment, fixtures, appliances, and appurtenances necessary to keep the same in good order and condition. Tenant repairs shall include all replacements, renewals, alterations, and betterments (the "Tenant Repairs"). All Tenant Repairs shall be equal or better in quality and class to the original work. In the event Tenant fails to complete Tenant Repairs, Landlord may obtain them and bill Tenant for such work as Additional Rent.

30. Tenant Improvements: Unless otherwise provided in the Work Letter, Tenant shall be solely responsible for any and all improvements and alterations within the Premises necessary for Tenant's intended use of the Premises, including, but not limited to, electrical wiring, HVAC, plumbing, framing, drywall, flooring, finish work, telephone systems, wiring, and fixtures necessary to finish the Premises to a condition suitable for Tenant's use (the "Tenant Work").

31. Improvements/Prior Landlord Consent: Tenant agrees to submit to Landlord complete plans and specifications, including engineering, mechanical, and electrical work covering any and all contemplated Tenant Work, if applicable, and any subsequent improvements or alterations of the Premises. The plans and specifications shall be in such detail as Landlord may require, and in compliance with all applicable statutes, ordinances, regulations, and codes. As soon as reasonably feasible thereafter, Landlord shall notify Tenant of any failures of Tenant's plans to meet with Landlord's approval. Tenant shall cause Tenant's plans to be revised to the extent necessary to obtain Landlord's approval. Tenant shall not commence any Tenant Work, or any other improvements, or alterations of Premises until Landlord has approved Tenant's plans.

32. Tenant Work and Repairs/Compliance with Codes/Mechanic Liens: Tenant shall procure all necessary permits before undertaking Tenant Work or Tenant Repairs. Tenant shall perform all Tenant Work or Tenant Repairs in a good and workmanlike manner. Tenant shall use materials of good quality and perform Tenant Work or Tenant Repairs only with contractors previously approved of in writing by Landlord. Tenant shall comply with all laws, ordinances, and regulations, including, but not limited to, building, health, fire, and safety codes. Tenant hereby agrees to hold Landlord and Landlord's agents harmless and indemnified from all injury, loss, claims, or damage to any person or property (including the cost for defending against the foregoing) occasioned by, or growing out of Tenant Work or Tenant Repairs. Tenant shall promptly pay when due the entire cost of any Tenant Work or Tenant Repairs on the Premises undertaken by Tenant, so that the Premises shall at all times be free of liens for labor and materials. Tenant hereby agrees to indemnify, defend, and hold Landlord harmless of and from all liability, loss, damages, costs, or expenses, including reasonable attorneys' fees, incurred in connection with any claims of any nature whatsoever for work performed for, or materials, or supplies furnished to Tenant, including lien claims of laborers, materialmen, or others. Should any such liens be filed or recorded against the Premises or the Improvements with respect to work done for, or materials supplied to, or on behalf of Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within five (5) days after notice thereof. If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with a court of competent jurisdiction as may be provided by Colorado's mechanic's lien statutes. If Tenant shall be in default in paying any charge for which such mechanic's lien or suit to foreclose such lien has been recorded or filed and shall not have caused the lien to be released as aforesaid, Landlord may (but without being required to do so) pay such lien or claim and any associated costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Tenant to Landlord as Additional Rent.

33. Common Area Maintenance: Landlord shall use reasonable efforts to maintain and repair Common Areas of Property, including walks and parking lots. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse by Tenant, its employees, licensees, invitees, or contractors shall be paid by Tenant to Landlord. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without

limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part.

34. Keys/Locks: Tenant shall not place any additional locks upon the Premises, including, but not limited to, exterior and interior doors. Tenant shall not cause any of the locks or cylinders therein to be changed or re-keyed.

35. Waste/Rubbish Removal: Tenant shall not lay waste to the Premises. Tenant shall not perform any action or practice that may injure the Premises or Property. Tenant shall keep the Premises and the Property surrounding the Premises free and clear of all debris, garbage, and rubbish. Unless otherwise provided for in the Lease, Tenant shall be responsible for contracting for and paying for trash and debris removal required by Tenant's use of the Premises.

DEFAULT, NOTICE AND REMEDIES

36. Default: If Tenant is in arrears in the payment of any installment of Rent, any Additional Rent, or any portion thereof, or is in violation of any other covenants or agreements set forth in the Lease (a "Default") and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof pursuant to applicable law, then Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) declare the Term of the Lease ended; (b) terminate Tenant's right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent and Additional Rent, subject to Landlord's duty to mitigate such damages. Pursuant to §§ 13-40-104(d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, in the event repeated or substantial Defaults(s) under the Lease occur, Landlord may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the remedies listed above.

37. Abandonment: In the event of an abandonment of the Premises, Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 38 below.

38. Re-Entry: In the event of re-entry by Landlord as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs, and reasonable attorneys' fees;

b. Tenant's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Landlord's option, it may be removed and stored, or disposed of at Landlord's sole discretion. Landlord shall not be deemed a bailee of the property removed and Landlord shall not be held liable for the property. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Landlord's action under the term of the Lease;

c. Landlord may attempt to relet the Premises for such rent and under such terms as Landlord believes appropriate;

d. Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly;

e. Any money received by Landlord from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

f. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises.

INSURANCE AND INDEMNIFICATION

39. Negligent Damages: Tenant shall be responsible for and reimburse Landlord for any and all damages to the Premises or Property and persons and property therein caused by the negligent, grossly negligent, reckless, or intentional acts of itself, its employees, agents, invitees, licensees, or contractors.

40. Liability Indemnification/Insurance: Tenant shall hold Landlord, Landlord's agents, and their respective successors and assigns, harmless and indemnified from all injury, loss, claims, or damage to any person or property while on the Premises, or any other part of the Property, or arising in any way out of Tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors. Tenant shall maintain public liability insurance insuring Landlord and Landlord's agents, as their interest may appear, against all claims, demands, or actions for injury to or death in an amount of not less than one million dollars (\$1,000,000) arising out of any one occurrence, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, events on the Premises and anywhere upon the Property. Tenant shall also obtain coverage in the amount of one million dollars (\$1,000,000) per occurrence covering Tenant's contractual liability under the aforesaid indemnification clauses.

41. Fire/Casualty Insurance: Tenant shall maintain plate glass insurance covering all exterior plate glass in the Premises, fire, extended coverage, vandalism, and malicious mischief insurance and such other insurance as Tenant may deem prudent, covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment in the Premises.

42. Insurance Requirements: All of Tenant's insurance related to the Premises and the Property shall be in the form and from responsible and well-rated companies satisfactory to Landlord, shall name Landlord as an additional insured thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for such insurance shall be provided to Landlord prior to commencement of Term and upon request of Landlord.

43. Waiver of Liability: Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Property of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Property or the Premises in repair; (3) injury done or occasioned by wind,

water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (5) broken glass; (6) the backing-up of any sewer pipe, or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Property or Premises; (8) the escape of steam, or hot water; (9) water, snow, or ice being upon, or coming through the roof, skylight, doors, stairs, walks, or any other place upon, or near such Property, or the Premises, or otherwise; (10) the falling of any fixtures, plaster, or stucco; (11) fire or other casualty; and (12) any act, omission, or negligence of co-Tenants, or of other persons or occupants of the Property, or of adjoining or contiguous buildings, or of adjacent or contiguous property.

44. Third-Party Liability: Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Improvements, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Improvements.

45. Landlord Insurance: Insurance shall be procured by Landlord in accordance with its sole discretion. All awards and payments thereunder shall be the property of the Landlord, and Tenant shall have no interest in the same. Notwithstanding the foregoing, Landlord agrees to obtain building liability and hazard insurance required to be carried for the Property and Premises and adequate hazard insurance, which covers replacement cost of the Property and Premises.

46. Indemnification Fees and Costs: In case any claim, demand, action, or proceeding is made or brought against Landlord, its agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

OTHER PROVISIONS

47. Destruction or Condemnation of Premises: Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

a. Partial Destruction of the Premises: In case of partial destruction of the Premises by fire, or other casualty, Landlord at its discretion may repair the Premises with reasonable dispatch after notice of said partial destruction. Tenant shall remain responsible for payment of Rent. Subparagraph (d) of this Paragraph 47 shall apply if Landlord determines that the partial destruction will not be repaired.

b. Premises Untenable: If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (d) of this Paragraph 47 shall apply.

c. Condemnation: If the whole or part of the Premises are taken by any authority for any public or quasi-public use, or purpose, then Subparagraph (d) of this Paragraph 47 shall apply. All damages and compensation awarded for any taking shall be the sole property of Landlord.

d. Termination of Term: Tenant agrees that if Landlord decides not to repair, or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph 47, the Term hereby granted by the Lease shall cease and the Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this Paragraph 47. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph 47, the Term of the Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph.

48. Holdover: Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 p.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the expiration of the Lease, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.

49. Entry by Landlord: Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises, as described in Paragraph 38.

50. Guarantor: In the event the Lease is guaranteed, the person(s) guaranteeing the Lease ("Guarantor") hereby absolutely guarantees Tenant's obligations and performance under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and hereby makes the same warranties and representations as Tenant hereunder. If Tenant defaults in the performance of its obligations under the Lease, Guarantor will perform said obligations.

51. Subordination/Estoppel/Attornment: The Lease shall be subordinate to all existing and future mortgages, deeds of trust, and other security interests on the Premises and to any and all extensions, renewals, refinancing, and modifications thereof. Tenant shall execute and deliver whatever instruments may be required for such purposes, or for the purpose of informing a potential or existing lender or purchaser of the Property as to the status of its tenancy. Any such instruments or estoppel letters shall contain all information reasonably required by Landlord or other entity in conjunction with such transaction. Tenant agrees to attorn to a lender or other party coming into title to the Property upon written request of Landlord.

52. **Notices:** All notices required to be sent under the Lease shall be in writing and either: (i) delivered as provided by applicable law, including, *inter alia*, § 13-40-101, C.R.S., *et seq.*, [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord shall be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant shall be sent or delivered to the Premises, unless otherwise specified in the Lease. Notwithstanding the foregoing, all notices involving or concerning § 13-40-101, C.R.S., *et seq.* shall be delivered as provided by statute.

53. **Attorneys' Fees:** In the event Tenant or Landlord fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

54. **Governing Law:** The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county where the Premises are located.

55. **Amendments and Termination:** Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

56. **Captions:** The paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.

57. **Pronouns; Joint and Several Use of Certain Terms:** Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" shall mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to the "Tenant" shall mean each and every person comprising Tenant, or an individual person, or combination of persons comprising Tenant as may be required by the specific context.

58. **Waivers:** No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

59. **Heirs, Assigns, Successors:** The Lease is binding and inures to the benefit of the heirs, assigns, and successors in interest to the parties, subject to the restrictions on assignment in Paragraph 18.

60. **Time of the Essence:** Time is of the essence of the Lease, and each and all of its provisions.

61. **No Reservation of Option:** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and is not effective as a lease or otherwise until execution and delivery by both Lessor and Tenant.

62. **Credit Reports:** Tenant hereby grants Landlord permission to obtain from time to time investigative consumer reports to ascertain the credit worthiness of Tenant and Tenant's guarantors, if applicable.

63. **Corporate Authorization:** If Tenant is a corporation, each individual executing the Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver the Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation and that the Lease is binding upon the corporation in accordance with its terms. Lessee agrees to provide Landlord with such a resolution within five (5) days of the execution of the Lease.

64. **Severability:** If any term, covenant, condition, or provision of the Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

65. **Lead-Based Paint Disclosure Rule:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. In the event the Premises were constructed before 1978, Landlord shall comply with the Lead-Based Paint Disclosure, 42 U.S.C. § 4852d.

66. **Other Applicable Laws:** Federal, state, county, or municipal laws and ordinances may affect the Premises, the Lease, and Landlord/Tenant relationship that are not specifically addressed in the Lease. Landlord and Tenant should consult legal counsel prior to execution of the Lease to ascertain such information.

67. **ADA Compliance:** Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the "ADA") to occur on, or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any authority to comply with the ADA; provided that Landlord's consent to such actions shall first be obtained, which shall not be reasonably withheld.

68. **Additional Provisions:** In the event that there are any additional agreements between the parties or provisions with respect to the Premises, an Addendum may be attached to the Lease, which shall be incorporated by this reference as a part of the Lease. An Addendum containing additional provisions is is not attached. The Lease and the attached Addendum constitute the entire agreement between the parties.

TENANT AGREES TO SPEND \$20000.00 OR MORE TO CONVERT EXISTING BUILDING INTO A LIQUOR STORE.

THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.

TENANT:

LANDLORD:

EL PASO LIQUOR INC, a(n)

IOANNIS SMIRNIOTIS, a(n)

CORPORATION
[Individual or Type of Entity]

INDIVIDUAL
[Individual or Type of Entity]

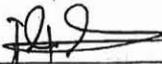
By: IOANNIS SMIRNIOTIS

By: IOANNIS SMIRNIOTIS

Its: PRESIDENT.

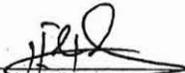
Its: OWNER

Or



[Signature of individual]

Or



[Signature of individual]

Date: 11/25/14

Date: 11/25/14

GUARANTOR (if applicable): N/A.

[Signature]

[print name]

Date: _____

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business EL PASO LIQUOR					
2. Your Full Name (last, first, middle) SMIRNIOTIS IOANNIS G			3. List any other names you have used. John		
4. Mailing address (if different from residence) 1101 E MAIN ST TRINIDAD CO 81082					
5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).					
STREET AND NUMBER		CITY, STATE, ZIP		FROM	TO
Current 1508 ATCHISON		TRINIDAD CO 81082		2008	2014
Previous					
6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)					
NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO	
TRINIDAD DINER	734 E MAIN ST TRINIDAD CO 81082	OWNER	2005	2014	
(Self Employed)					
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.					
NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE		
NONE					
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)

Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

Yes No

PERSONAL AND FINANCIAL INFORMATION

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth	b. Social Security Number SSN	c. Place of Birth	d. U.S. Citizen?
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
e. If Naturalized, State where		f. When	g. Name of District Court
[REDACTED]		[REDACTED]	[REDACTED]
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
l. Height	m. Weight	n. Hair Color	o. Eye Color
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
p. Sex	q. Race	r. Do you have a current Driver's License? If so, give number and state	
[REDACTED]	[REDACTED]	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [REDACTED]	

14. Financial Information.

a. Total purchase price \$ _____ (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ 58,000

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$ 58,000

c. Provide details of the investment described in 14.b. You must account for all of the sources of this investment. Attach a separate sheet if needed.

Type: Cash, Services or Equipment	Source	Amount
Cash - Bldg loan	Income from other businesses	\$38,000
Cash	Income from other businesses	20,000

d. Loan Information (attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
Century Savings & Loan	233 E. Main St. Trinidad Co 81082	10 years	Building	\$38,000

Oath of Applicant

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

Authorized Signature

[Handwritten Signature]

Title

President

Date

11/24/14

Tom Andrianakos & Associates, P.C.
Certified Public Accountants

1325 S Colorado Blvd., Suite 500
Denver, Colorado 80222

Telephone 303 757-4921
Fax (303) 757-4922

November 20, 2014

To Whom It May Concern

This letter is written to inform that I Anastasios G Andrinaakos, CPA have known Mr Ioannis G Smirniotis since March of year 2005 when Mr Smirniotis came to Colorado from Chicago Illinois. Mr Smirniotis is of good character and has been a successful business operator in Trinidad, Colorado, operating Trinidad Diner Inc. since year 2005. Mr Smirniotis has also been a successful landlord as he has purchased residential rental properties in Trinidad and Pueblo Colorado since he arrived and became a permanent resident of Trinidad Colorado. I would recommend Mr Smirniotis as a business operator of another small business ion Trinidad Colorado without any hesitation.

If I can be of further assistance please advice.

Sincerely


Anastasio G Andrianakos, CPA

message 12/11/14
verified 12/19/14

November 18, 2014

To Whom it May Concern:

I have known John Snirniotis for a number of years. He has owned the Trinidad Diner for 10 years and has been very successful. In addition, he is well known in the community to be an honest business owner.

John is organized, efficient, extremely competent, and has an understanding of how businesses are run and how to run them for the long term.

In summary, I highly recommend John for a liquor license. He will be a valuable asset for our community.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Rianna Rivera". The signature is fluid and cursive, with a large initial "R" and "R".

Rianna Rivera

719-859-1605

verified 12/11/14
message 12/11/14

November 21, 2014

To Whom It May Concern:

I have know Ioannis G. Smirniotis, for about 5 years and think of him as a very efficient businessman and active member of the community.

His current business as owner of the Trinidad Diner has ran successfully with his management of employees, bookkeeping, ordering supplies, payroll, etc., and all other duties associated with being in charge of the operation of his establishment.

He takes care of business in a timely manner, goes above and beyond to have things run smoothly and has the right disposition to mingle with the public.

He is a very honest person, he works great with people and has a friendly personality that would suit any business venture.

I would strongly recommend him to have all the qualities to succeed in a new business because of his background and experience.

If I can be of assistance in answering any questions you might have, you can reach me at 719-859-1777.

Sincerely,

Elsie Hargrove

Elsie Hargrove

*verified 12/11/14
message*

NOTICE OF PUBLIC HEARING

PURSUANT TO THE LIQUOR LAWS OF COLORADO, El Paso Liquor, Inc., d/b/a El Paso Liquor, 1101 E. Main Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new retail liquor store license at this location to sell malt, vinous and spirituous liquors.

Hearing on application will be held on Tuesday, January 6, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

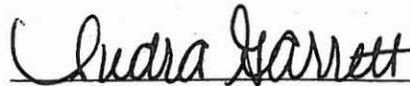
Date of Application: December 2, 2014

Remonstrances may be filed with the City Clerk's Office, 135 N. Animas, Trinidad, CO.

Dated this 11th day of December, 2014.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO

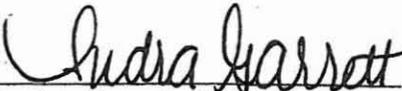


Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 11th day of December, 2014, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

El Paso Liquor, Inc.
El Paso Liquor
1508 Atchison Avenue
Trinidad, CO 81082


Audra Garrett, City Clerk

PROOF OF PUBLICATION

STATE OF COLORADO
COUNTY OF LAS ANIMAS } SS

Krysta E. Toci, of lawful age, being first duly sworn upon oath, deposes and says that she is the authorized agent of The Chronicle-News, daily newspaper of general circulation which is published and circulated in the City of Trinidad, Las Animas County, Colorado, that said newspaper is a newspaper of general circulation complying with all of the requirements of Articles I to VII, Chapter 130, 1935, Colorado Statutes Annotated, and all other laws of said State, and that said legal / notice has been so published for the period of time prescribed in said newspaper proper and not a supplement.

The attached Notice was published in said newspaper in its issue(s) dated

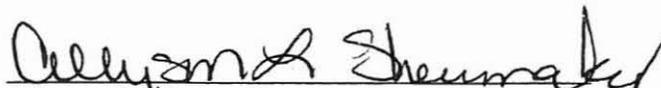
56456

December 15, 2014



Krysta E. Toci

Subscribed and sworn to before me this
15 day of December,
A. D., 2014.



Allyson L. Sheumaker

My commission expires on August 26, 2015

ALLYSON L SHEUMAKER
NOTARY PUBLIC, STATE OF COLORADO

My Comm. Expires August 26, 2015

NOTICE OF PUBLIC HEARING

PURSUANT TO THE LIQUOR LAWS OF COLORADO, El Paso Liquor, Inc., d/b/a El Paso Liquor, 1101 E. Main Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new retail liquor store license at this location to sell malt, vinous and spirituous liquors.

Hearing on application will be held on Tuesday, January 6, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: December 2, 2014

Remonstrances may be filed with the City Clerk's Office, 135 N. Animas, Trinidad, CO.

Dated this 11th day of December, 2014.

By Order of the Trinidad City Council
Audra Garrett, City Clerk

Publish: December 15, 2014

56456

STATE OF COLORADO)
COUNTY OF LAS ANIMAS) SS
CITY OF TRINIDAD)

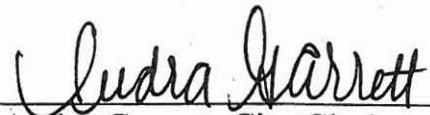
CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, El Paso Liquor, Inc., d/b/a El Paso Liquor, 1101 E. Main Street, Trinidad, Colorado, which business has applied for a new retail liquor store license to sell malt, vinous and spirituous liquors at said location, was duly posted for not less than fifteen continuous days, with the first day of posting occurring on the 16th day of December, 2014.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 16th day of December, 2014.

CITY OF TRINIDAD, COLORADO

(SEAL)



Audra Garrett, City Clerk

12/11/14

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: El Paso Liquor, Inc.

dba: El Paso Liquor

Address: 1101 E. Main Street

Type of License: Retail Liquor Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: January 6, 2015, 7:00 p.m.

DEPARTMENT REVIEW

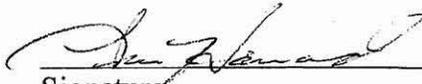
DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: not ready for inspection

2nd week in Feb. 2015

inspection needed before opening.

12-16-14
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: December 22, 2014

12/11/14

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: El Paso Liquor, Inc.

dba: El Paso Liquor

Address: 1101 E. Main Street

Type of License: Retail Liquor Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: January 6, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: change of occupancy w/ new plans
for remodel

12-16-14
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: December 22, 2014

12/11/14

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: El Paso Liquor, Inc.

dba: El Paso Liquor

Address: 1101 E. Main Street

Type of License: Retail Liquor Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: January 6, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: _____

Inspection to be completed upon renovation
of premises.

No other comments at this time.

12-15-14
Date

Charles J. Stewart
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: December 22, 2014



CITY of TRINIDAD

P. O. Box 880
TRINIDAD, COLORADO 81082
TELEPHONE (719) 846-9843
FAX NO. (719) 846-4140

December 15, 2014

El Paso Liquor, Inc.
d/b/a El Paso Liquor
1508 Atchison Avenue
Trinidad, CO 81082

Dear Applicant:

You recently applied for a new retail liquor store license. The Trinidad City Council as the local liquor licensing authority has scheduled a hearing on your application for Tuesday, January 6, 2015, at 7:00 p.m. The City Council has also tentatively established the boundaries of the neighborhood in which the establishment is proposed to be located as the area within the corporate boundaries of the City of Trinidad. A map identifying the neighborhood boundaries is attached.

Below are procedures you should follow at the hearing. Remember that the approval of this application and the granting of the requested license are not automatic. Well in advance of the hearing, the information provided in the application and the other forms and questionnaires, particularly with respect to criminal convictions, needs to be reviewed. Any corrections, alterations, deletions or additions need to be provided to the City Clerk no later than one week before the scheduled hearing. A knowing misstatement in any of these forms constitutes grounds for denial of the license.

Procedures to be followed at hearing:

- A. Avoid repetitive testimony which adds little to your case.
- B. All applicants (with the exception of club licenses) have the burden of proving that the needs of the neighborhood and desires of the inhabitants are not being met. Present your evidence to support this as concisely as possible. This may be in the form of verbal testimony, petitions, or other means.

El Paso Liquor, Inc.
d/b/a El Paso Liquor
December 15, 2014
Page 2

- C. Petitions - Before any liquor or beer license can be issued, two requirements must be affirmatively established that (1) the reasonable requirements of the neighborhood are not being met by existing outlets, and (2) that the inhabitants of the neighborhood desire that it be issued. One manner of showing this is by circulating petitions within the defined neighborhood (affected area). Many applicants use a marketing survey firm to circulate petitions. A sample petition is enclosed should you decide to do your own survey.

Please remember that because the applicant has received approval of the application by the local authority does not mean that a license will ultimately be issued. Every application is subject to review by the State of Colorado, and the Colorado Department of Revenue Liquor Enforcement Division must issue a State License before the City of Trinidad may issue a City License. The process of getting the application to the State, their review and issuance of their license, often takes three to four weeks to complete (less time if concurrent review is requested). You will be notified immediately when both the State and City licenses are ready to be mailed or picked up.

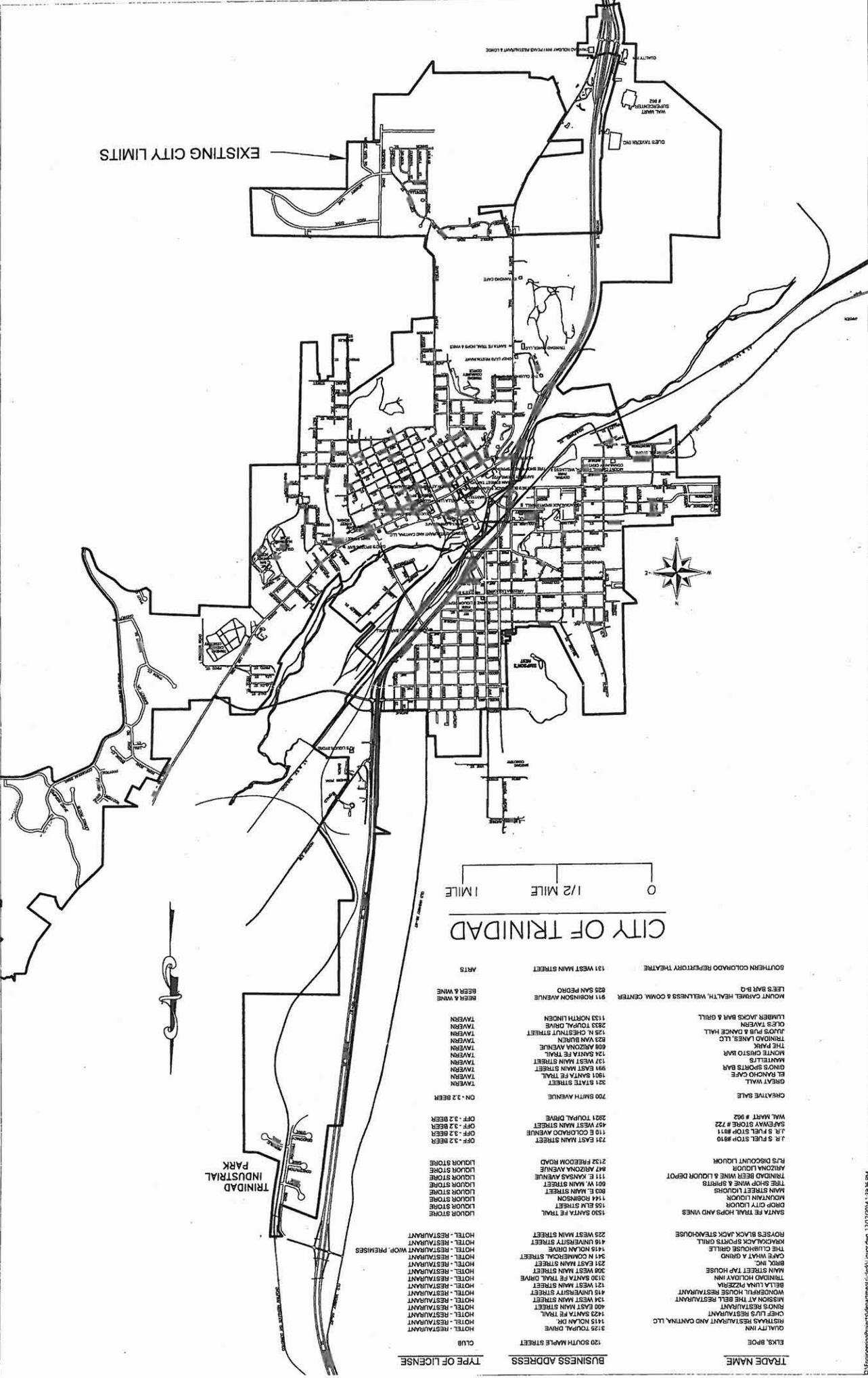
If you have any questions, please call.

Sincerely,

Audra Garrett
City Clerk

Encs.

EXISTING CITY LIMITS



CITY OF TRINIDAD

0 1/2 MILE 1 MILE

TRADE NAME BUSINESS ADDRESS TYPE OF LICENSE

ELKS, BPOE	120 SOUTH MAPLE STREET	CLUB
QUALITY INN	1415 NOLAN DRIVE	HOTEL - RESTAURANT
RESTAURANT AND CANTINA, LLC	1415 NOLAN DRIVE	HOTEL - RESTAURANT
CHIPS RESTAURANT	400 EAST MAIN STREET	HOTEL - RESTAURANT
MISSION AT THE BELT RESTAURANT	134 WEST MAIN STREET	HOTEL - RESTAURANT
WONDERFUL HOUSE RESTAURANT	418 UNIVERSITY STREET	HOTEL - RESTAURANT
BELLA LUNA PIZZERIA	121 WEST MAIN STREET	HOTEL - RESTAURANT
TRINIDAD HOLIDAY INN	3130 SANTA FE TRAIL DRIVE	HOTEL - RESTAURANT
MAIN STREET TAP HOUSE	300 WEST MAIN STREET	HOTEL - RESTAURANT
BRUX, INC.	231 EAST MAIN STREET	HOTEL - RESTAURANT
CANT WAT A GRIND	341 N COMMERCIAL STREET	HOTEL - RESTAURANT
THE OUBHOUSE, GRILL	418 UNIVERSITY STREET	HOTEL - RESTAURANT W/OP PREMISES
KRACKACK SPORTS GRILL	418 UNIVERSITY STREET	HOTEL - RESTAURANT
ROYES BLACK JACK STEAKHOUSE	225 WEST MAIN STREET	HOTEL - RESTAURANT
SANTA FE TRAIL HOPS AND WINES	1530 SANTA FE TRAIL	LIQUOR STORE
DROPY LIQUOR	1502 EAST STREET	LIQUOR STORE
MIDTOWN LIQUOR	1144 ROBINSON	LIQUOR STORE
MAIN STREET LIQUORS	803 E. MAIN STREET	LIQUOR STORE
TRINIDAD BEER WINE & LIQUOR DEPOT	601 N. MAIN STREET	LIQUOR STORE
ARIZONA LIQUOR	847 ARIZONA AVENUE	LIQUOR STORE
RIS DISCOUNT LIQUOR	2132 FREEDOM ROAD	LIQUOR STORE
JR. S FUEL STOP #810	704 EAST MAIN STREET	OFF - 2.2 BEER
JR. S FUEL STOP #811	119 E COLORADO AVENUE	OFF - 2.2 BEER
SAFARI STORE # 722	407 WEST MAIN STREET	OFF - 2.2 BEER
WAL MART # 902	2821 TROUPAL DRIVE	OFF - 2.2 BEER
CRATIVE SALE	700 SMITH AVENUE	ON - 2.2 BEER
GREAT WALL	321 STATE STREET	TAVERN
EL RANCHO CAFE	1901 SANTA FE TRAIL	TAVERN
GRINGO SPORTS BAR	991 EAST MAIN STREET	TAVERN
MANTELLS	137 WEST MAIN STREET	TAVERN
MONTE CRISTO BAR	120 SANTA FE TRAIL	TAVERN
THE PABLO	609 ARIZONA AVENUE	TAVERN
TRINIDAD LANES, LLC	823 VAN BUREN	TAVERN
ALPES PUB & DANCE HALL	2833 TROUPAL DRIVE	TAVERN
LUMBER JACKS BAR & GRILL	1133 NORTH LINDEN	TAVERN
MOUNT CARABEL HEALTH, WELLNESS & COM. CENTER	911 ROBINSON AVENUE	BEER & WINE
LEER BAR B-Q	823 SAN PEDRO	BEER & WINE
SOUTHERN COLORADO REPERTORY THEATRE	191 WEST MAIN STREET	ARTS

TRINIDAD INDUSTRIAL PARK

DISCLOSURE STATEMENT

I, Michelle Miles, hereby state and affirm that I am a member of Opera House Wine & Spirits, LLC, a Colorado limited liability company formed on February 22, 2010, whose principal office address is 601 W. Main Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Tire Shop Wine & Spirits, a retail liquor store licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 601 W. Main Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 99% interest in Opera House Wine & Spirits, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.



Michelle Miles
12/4/12

Date

DISCLOSURE STATEMENT

I, Liz Torres, hereby state and affirm that I am a member of Ristras Restaurant and Cantina, LLC, a Colorado limited liability company formed on February 13, 2014, whose principal office address is 516 Elm Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Ristras Restaurant and Cantina, a hotel and restaurant licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 516 Elm Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 34% interest in Ristras Restaurant and Cantina, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.



Liz Torres
4.8.14

Date

PETITION EL PASO LIQWR INC

Applicant IOANNIS G SMIRNIOTIS
 Trade Name of Establishment EL PASO LIQUOR
 Proposed Location 1101 E. MAIN ST
 Application for (Type Of License) LIQUOR LICENCE
 Public Hearing before the local Licensing Authority:
 Date and Time 01-06-15 7 P:M
 Location CITY HALL

DO NOT SIGN THIS PETITION UNLESS:

1. You are at least twenty-one (21) years of age.
2. You are a resident within the designated affected area(see attached map).
3. You sign your name only (first, middle and last name). You cannot sign for another individual.
4. You have not signed another petition concerning the same application.
5. You have read the petition in its entirety and understand its meaning.
6. The petition circulator witnesses your signature.

Check the SUPPORT column if you desire that this type of license be issued and/or the existing outlets do not adequately serve the reasonable requirements of the designated affected area.

Check the OPPOSE column if you desire that this type of license not be issued and/or the existing outlets adequately serve the reasonable requirements of the designated affected area.

Name - Signature	Complete Home Address (Include Space/Apt. No)	Age	Support	Oppose	Date Signed
<i>Robert Kelly</i>	610 E 5th	57	X		12-30-14
<i>Van Jones</i>	1205 E 6th	50	X		12-18-14
<i>Tom J. Martin</i>	402 Beach St	60	X		12-18-14
<i>Kory W. Mays</i>	1017 SW JAMES	69	X		12-18-14
<i>Brandi Mervins</i>	218 E. Strong	36	X		12-18-14
<i>Charles H. Heston</i>	811 S. Chestnut	52	X		12-18-14
<i>Richard A. Snyper</i>	1604 MARFIELD	56	X		12-19-14
<i>Eric S</i>	308 - Wood N. 9th	53	X		12-19-14
<i>Garry S. Sprague</i>	109 North Ave	50	X		12-19-14

Residents

EL PASO LIQUOR INC

Applicant IOANNIS G SMIRNIOTIS
 Trade Name of Establishment EL PASO LIQUOR
 Proposed Location 1101 E. MAIN ST
 Application for (Type of License) LIQUOR LICENCE

Name - Signature	Complete Home Address (Street Address/Apt #)	Age	Support	Oppose	Date Signed
Cheryl Ashe	811 S. Chestnut	52	X		12/19/14
Daniel Ashe	610 Maple	26	X		12/19/14
Timothy Ashe	610 Maple	23	X		12/19/14
Charles Lust	33073 Elk Ridge Tr	72	X		12/19/14
Nancy McVay	410 W Washi road	67	X		12/19/14
Patricia Cisneros	1220 Garfield Av.	58	X		12/19/14
Marcus Blum	2061 Lea St.	34	X		12/19/14
Marcus Blum	820 W. Kansas	34	X		12-19-14
Shirley Casman	420 W. Kansas	30	X		12/19/14
Laura Malton	225 E Godding	46	X		12/19/14
Francisco Jumer	1104 E 9th ST	45	X		12-19-14
Chris Roe	11981 Co Rd 22.9	32	X		12-19-14
Betty Lusero	1113 Robinson Ave	58	X		12/19/14
Juanita Pera	1511 Atchison Ave	40	X		12/19/14
Jim M	1511 Atchison Ave	48	X		12-19-14
Elmer Margulies	911 San Pedro Ave	61	X		12/19/14
Carla Sanchez	104 Aguilar cr.	56	X		12-20-14
Jayson C. Buhr	16978 C.R. 81	37	X		12-20-14
Betty Buhr	16978 CR 81	36	X		12/20/14
Christopher Simpleman	306 S. Oak ST	46	X		12-20-2014
Bob L. Humer	123 N. Burlington St	51	X		12-20-2014

Businesses

PETITION EL PASO LIQUOR INC

Applicant IOANNIS G SMIRNIOTIS

Trade Name of Establishment EL PASO LIQUOR

Proposed Location 1101 E. MAIN ST

Application for (Type Of License) LIQUOR LICENCE

Public Hearing before the local Licensing Authority:

Date and Time 01-06-15

Location CITY HALL 7 P.M

DO NOT SIGN THIS PETITION UNLESS:

1. You are at least twenty-one (21) years of age.
2. You are the owner or manager of a business located within the designated affected area(see attached map).
3. You sign your name only (first, middle and last name). You cannot sign for another individual.
4. You have not signed another petition concerning the same application.
5. You have read the petition in its entirety and understand its meaning.
6. The petition circulator witnesses your signature.

Check the SUPPORT column if you desire that this type of license be issued and/or the existing outlets do not adequately serve the reasonable requirements of the designated affected area.

Check the OPPOSE column if you desire that this type of license not be issued and/or the existing outlets adequately serve the reasonable requirements of the designated affected area.

Name - Signature Specify Owner/Manager	Business Name & Address	Age	Support	Oppose	Date Signed
<i>[Signature]</i> OWNER	ZUBAL DAIRY	51	Yes		12-18-14
<i>[Signature]</i> Owner	VFC Suvaya	60	Yes		12/18/14
<i>[Signature]</i>	GLASS & TINT SHOP	57	Yes		12-18-14
<i>[Signature]</i>	Huey's Pyocas	65	Yes		12-18-14
<i>[Signature]</i>	34122 Cu. Rd 20.8	64	YES		12-18-14
<i>[Signature]</i>	Tom's Electric	59	yes		12-19-14
<i>[Signature]</i>	404 E. Main	65	Yes		12-19-14
<i>[Signature]</i>	159 e. Main	39	Yes		12-19-14
<i>[Signature]</i>	Canadian Centre Bldg	47	Yes		12/19/14

EL PASO LIQUOR INC

Applicant IOANNIS G SMIRNIOTIS
 Trade Name of Establishment EL PASO LIQUOR
 Proposed Location 1101 E. MAIN ST
 Application for (Type of License) LIQUOR LICENCE

Name - Signature Specify Owner/Manager	Business Name & Address	Age	Support	Oppose	Date Signed
<i>[Signature]</i>	Southern Colorado Books	60	X		12/19/14
<i>Christina Mayers</i>	Motor Repair & Towing Sara Lee Bakery	46	X		12/19/14
<i>J. Choate</i>	808 UTE Store	38	X		12/19/2014
<i>Louise Grosso</i>	Shirley's Thrift	56	X		12/19/14
<i>John Hernandez</i>	FERNANDEZ PLBG	64	X		12/19/14
<i>Kelly Rin</i>	Kelly Towing	39	X		12/20/14
<i>[Signature]</i>	Computech ⁸⁰⁸ Tascosa	43	X		12/20/14
<i>Tim Buene</i>	C. I. Buene Constr.	54	X		12/20/14
<i>James Donnelly</i>	Masa de Maiz Snacks	67	X		12/21/14
<i>[Signature]</i>	RJ's Discount Liquor	30	X		12-20-14
<i>Joseph Cordora</i>	Alinos Sports	63	X		12-20-14
<i>Mel Williamson</i>	Mel's Refrigeration	65	X		12-20-14
<i>Frank D Ferraro</i>	D-V-V Plumbing & Heating	47	X		12-21-14

EL PASO LIQUOR INC

Applicant

IOANNIS G SMIRNIOTIS

Trade Name of Establishment

EL PASO LIQUOR

Proposed Location

1101 E. MAIN ST

Application for (Type of License)

LIQUOR LICENSE

AFFIDAVIT

I, IOANNIS G SMIRNIOTIS, do hereby state that I was the circulator of said petition consisting of 5 pages including this page, and further state that I personally witnessed each signature appearing on said petition, and that each signature thereon is the signature of the person whose name it purports to be; further, that the address given opposite that person's name is the true address of the person signing; that every person who signed, represented himself or herself to be 21 years of age or older; that each person signing the petition read or had read to him the statement appearing on that page one (1) hereof, and understood the nature of the petition. I also hereby swear or affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Circulator

[Signature]

Date Signed

12/22/14

State of Colorado

County of

Las Animas

ss.

03/18/2015

Subscribed and sworn before me this 22nd day of December, 2014. My commission expires

Notary Public

[Signature]



DATE 01/12/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: SMIRNIOTIS, IOANNIS GEORGIOS
SOC: XXX-XX-██████

DATE OF BIRTH: ██████████

No Colorado record of arrest has been located based on above name and date of birth or through a search of our fingerprint files.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests which are not supported by fingerprints will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records, and juvenile records are not available to the public.

Since a record may be established after the time a report was requested, the data is only valid as of the date issued. Therefore, if there is a subsequent need for the record, it is recommended another check be made.

Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
Ronald C. Sloan, Director
Colorado Bureau of Investigation



Trinidad Police Department

2309 E Main St.

Trinidad, Co 81082

(719) 846-4441 (719) 846-3728 (fax)

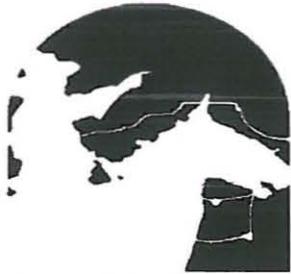
To Audra Garrett
From Det Sgt Phil Martin
January 13, 2015

RE: Ioannis G Smirniotis 

To Whom It May concern:

A check of various public data bases has been conducted. This agency found NO RECORD for the above listed applicant. The applicants fingerprint results are also attached to this letter

If further information is required, please feel free to contact this agency



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: January 20, 2015
PREPARED BY: Audra Garrett, Acting City Mngr
DEPT. HEAD SIGNATURE: *Audra Garrett*

SUBJECT: Modification of premises Ristras Restaurant & Cantina, LLC d/b/a Ristras Restaurant & Cantina at 516 Elm Street

PRESENTER: Ristras Restaurant & Cantina, LLC representative

RECOMMENDED CITY COUNCIL ACTION: Consider approval of the modification as requested

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order. The licensee seeks to remove the east-end banquet room and patio from the licensed premise.
- The Fire Chief indicates approval.
- The Building Inspector report will be handed out.
- The Police Chief reported no concerns.
- Disclosure statements provided by Council members Miles and Torres are attached.
- Appropriate fee has been paid.

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER _____
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE \$ _____
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a		PROJECT LICENSE NUMBER
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company		4792816
2. Name of Licensee	3. Trade Name	
Ristras Restaurant's Cantina LLC	Ristras Restaurant's Cantina	
4. Location Address		
516 E. Elm Street		
City	County	ZIP
Trinidad	Las Animas	81082

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A - Manager reg/change	Section C
• License Account No. _____ 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)..\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE	2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>1</u> Total Fee <u>\$150-</u> 2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____
Section B - Duplicate Licenses	
• Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License\$50.00	

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	
<small>The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.</small>		TOTAL AMOUNT DUE \$ _____ .00

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

STORAGE PERMIT	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>			
	CHANGE TRADE NAME OR CORPORATE NAME	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p>		
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Old Trade Name</td> <td style="width: 50%; padding: 5px;">New Trade Name</td> </tr> <tr> <td style="width: 50%; padding: 5px;">Old Corporate Name</td> <td style="width: 50%; padding: 5px;">New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name
Old Trade Name	New Trade Name			
Old Corporate Name	New Corporate Name			
CHANGE OF LOCATION	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>			

CHANGE OF MANAGER

8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.

(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)

Former manager's name _____

New manager's name _____

(b) Date of Employment _____

Has manager ever managed a liquor licensed establishment?..... Yes No

Does manager have a financial interest in any other liquor licensed establishment?..... Yes No

If yes, give name and location of establishment _____

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed Removing Banquet room from license premise + adjoining patio

(b) If the modification is temporary, when will the proposed change:

Start _____ (mo/day/year) End _____ (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply)..... Yes No

(d) Is the proposed change in compliance with local building and zoning laws?..... Yes No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?

..... Yes No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature <u>Elizabeth Jones</u>	Title <u>owner</u>	Date <u>1-13-15</u>
-------------------------------------	-----------------------	------------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

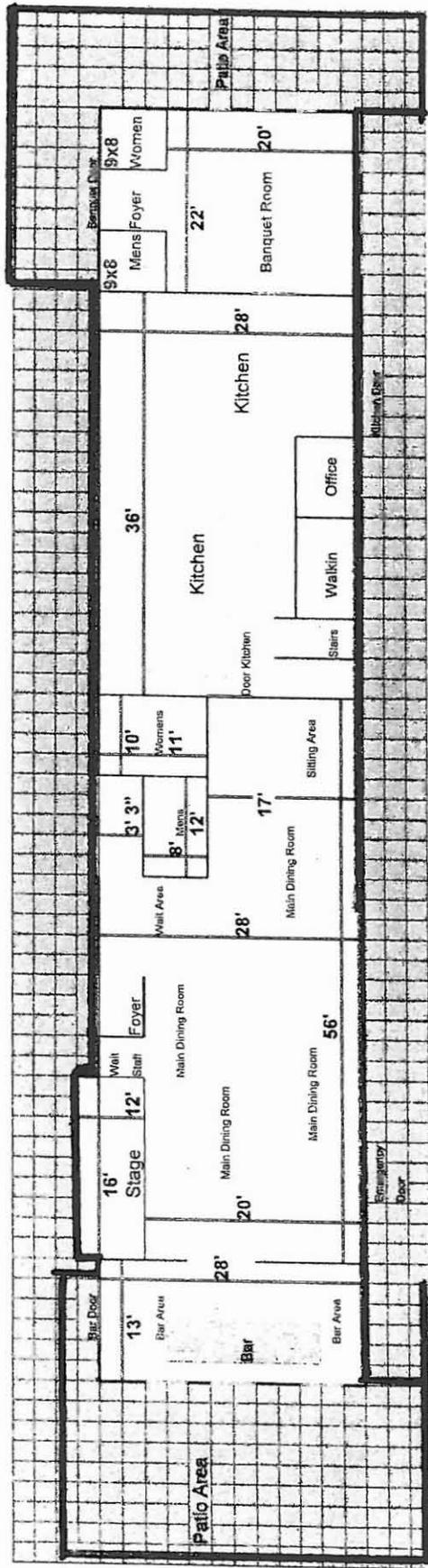
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. THEREFORE, THIS APPLICATION IS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

Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date

REPORT OF STATE LICENSING AUTHORITY

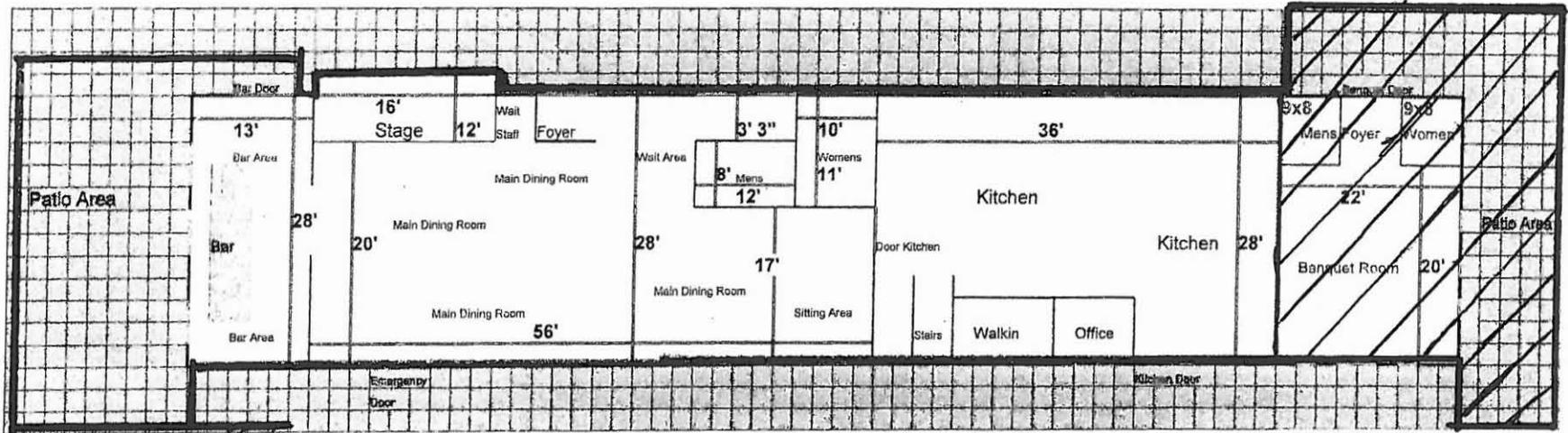
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
-----------	-------	------



Current

modification
remove from
licensed premise



Proposed

1/14/15

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Ristras Restaurant & Cantina, LLC

dba: Ristras Restaurant & Cantina

Address: 516 Elm Street

Type of License: H & R - MODIFICATION OF PREMISES

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: January 20, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspections on file

1-14-15
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: January 15, 2015

1/14/15

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Ristras Restaurant & Cantina, LLC

dba: Ristras Restaurant & Cantina

Address: 516 Elm Street

Type of License: H & R - MODIFICATION OF PREMISES

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: January 20, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: No CONCERNS WITH MODIFICATION

1-14-15
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: January 15, 2015

DISCLOSURE STATEMENT

I, Michelle Miles, hereby state and affirm that I am a member of Opera House Wine & Spirits, LLC, a Colorado limited liability company formed on February 22, 2010, whose principal office address is 601 W. Main Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Tire Shop Wine & Spirits, a retail liquor store licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 601 W. Main Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 99% interest in Opera House Wine & Spirits, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.



Michelle Miles
12/4/12

Date

DISCLOSURE STATEMENT

I, Liz Torres, hereby state and affirm that I am a member of Ristras Restaurant and Cantina, LLC, a Colorado limited liability company formed on February 13, 2014, whose principal office address is 516 Elm Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Ristras Restaurant and Cantina, a hotel and restaurant licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 516 Elm Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 34% interest in Ristras Restaurant and Cantina, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.



Liz Torres
4.8.14

Date

86



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: January 20, 2015
PREPARED BY: Audra Garrett, ACM/City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*

SUBJECT: New Retail Marijuana Store license application filed by Colorado Cannabis Associates, LLC d/b/a The Spot at 452 N. Commercial Street

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Set the matter for public hearing.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: This is an application for a new license.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application appears to be in order and will be processed accordingly. A complete application packet will be provided for the hearing.
- City Council may not hold the hearing any earlier than 30 days from today. Therefore, the earliest a hearing may be set is March 3, 2015 at 7:00 p.m., the earliest regular Council meeting date following 30 days.
- Pursuant to TMC 14-204(f), the Local Licensing Authority may request that the state licensing authority conduct a concurrent review of a new license application prior to the local licensing authority's final approval of the license application.
- This is a quasi-judicial matter and as such Council should only consider evidence and testimony provided during the public hearing you set.

86



CITY OF TRINIDAD

City Clerk's Office
135 N Animas St
P.O. Box 880
Trinidad, Colorado 81082
719-846-9843

RETAIL MARIJUANA LICENSE APPLICATION		
<input checked="" type="checkbox"/> New License Application Fee	\$2,500.00	<input checked="" type="checkbox"/> License Fee/Renewal Fee \$2,500.00
<input type="checkbox"/> Transfer of Ownership Application Fee	\$1,500.00	<input type="checkbox"/> Change of Location \$1,500.00
<input type="checkbox"/> \$1.00 per square foot cultivation fee _____	Square feet = \$ _____	
<input type="checkbox"/> Expansion of cultivation area @ \$1.00 per square foot charge for that additional area \$ _____		
LICENSE TYPE		
<input checked="" type="checkbox"/> Marijuana Store	<input type="checkbox"/> Marijuana Product Manufacturing Facility	
<input type="checkbox"/> Marijuana Cultivation Facility	<input type="checkbox"/> Marijuana Testing Facility	
TYPE OF BUSINESS		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual*
<input checked="" type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Other	
*Sole Proprietorship (Individual) – Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID)		

Applicant (Corporation/U.C.) Colorado Cannabis Associates, LLC

Applicant (Sole Proprietor) First Name Middle Initial Last Name

Trade Name of Establishment (DBA) The Spot

Address of Premise 748 E. Industrial Blvd, Pueblo West, CO 81007

Mailing Address 748 E. Industrial Blvd, Pueblo, CO 81007

Telephone (719) 821-3818 Email Address robert@thespot420.com

Contact Person/Manager Robert Lucero Title Owner / Manager

Telephone (719) 821-3818 Email Address robert@thespot420.com

Does the Applicant have legal possession of the premise for at least one (1) year from the date that this license will be issued by virtue of ownership, lease or other arrangement?

- Ownership
- Lease
- Other (explain in detail)

R 1/7/15

If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:**

Landlord	Tenant	Expires
Robert Lucero	The Spot	October 15, 2015

****If premises are leased, attach notarized consent by the owner of the property to the licensing of the premises for a retail marijuana facility.**

ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH APPLICATION

Individual History Records attached and completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Retail Marijuana License.

1. Fingerprinting by the Trinidad Police Department for:
 - all general partners of a partnership and limited partners owning 10% (or more) of a partnership;
 - all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation;
 - all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company; and
 - all managers and employees of a Retail Marijuana License with the appropriate fee payable to Colorado Bureau of Investigation (currently \$39.50, March, 2014)
2. Lease or Deed – Evidence of Possession
3. Conditional Use Permit approval
4. Copy of alarm system contract
5. Copy of state sales tax license
6. Certificate of Good Standing
7. Affidavit of Lawful Presence (Sole Proprietors only)
8. Diagram of Premises:
 - A floor plan, drawn to scale on 8-1/2 x 11" paper, showing the layout of the center and the principal uses of the floor area. Floor plan must include location of lighting and cameras required by state rules.

A one-time fee of \$1.00 per square foot of that portion of the licensed premises in which plants are located for cultivation purposes, including greenhouses, shall be due to the City. Any expansion of the licensed premises in which plants are located for cultivation purposes shall result in an additional \$1.00 per square foot charge for that additional area.
9. Copy of State Application with attachments

LIST OF OWNERS, OFFICERS, MANAGERS, EMPLOYEES & OTHERS WITH DIRECT OR INDIRECT FINANCIAL INTEREST

1. Name: Robert Lucero Title: Owner / Manager
Address: [REDACTED] Pueblo, CO 81003
Financial Interest: 100%

2. Name: _____ Title: _____
Address: _____
Financial Interest: _____

3. Name: _____ Title: _____
Address: _____
Financial Interest: _____

4. Name: _____ Title: _____
Address: _____
Financial Interest: _____

5. Name: _____ Title: _____
Address: _____
Financial Interest: _____

6. Name: _____ Title: _____
Address: _____
Financial Interest: _____

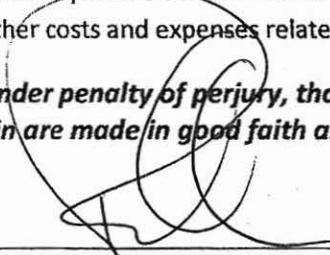
7. Name: _____ Title: _____
Address: _____
Financial Interest: _____

The applicant hereby acknowledges that the applicant and its owners, officers, and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances, that the City of Trinidad accepts no legal liability in connection with the approval and subsequent operation of the retail marijuana business; and that the application and documents submitted for other approvals relating to the retail marijuana business operation are subject to disclosure in accordance with the Colorado Open Records Act.

By accepting a license issued pursuant to this ordinance, a licensee releases the City, its officers, elected officials, appointed officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of dispensary owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations.

By accepting a license issued pursuant to this ordinance a licensee, jointly and severally if more than one, agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the retail marijuana business that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

I declare, under penalty of perjury, that this application has been examined by me; that the statements made herein are made in good faith and, to the best of my knowledge and belief, true, correct and complete.

Signed: 
(Must be signed by Individual Owner, Partner, or Officer)

Title: Member

Printed Name: Robert Lucero

Date: 1/6/15



**CITY OF TRINIDAD, COLORADO
OFFICE OF THE CITY CLERK**

**LICENSEE'S STATEMENT REGARDING KNOWLEDGE
OF THE STATE OF COLORADO'S RETAIL MARIJUANA CODES AND
REGULATIONS AND THE CITY OF TRINIDAD'S ORDINANCES AND LOCAL
RULES OF PROCEDURE GOVERNING RETAIL MARIJUANA BUSINESSES**

The Local Licensing Authority, as the enforcement agency for the for the City of Trinidad, expects a Retail Marijuana Business licensee to be knowledgeable of the State of Colorado's and the City of Trinidad's Retail Marijuana laws, codes, regulations and ordinances and to seek further clarification of such information if necessary.

I, Robert Lucero, hereby state that I have read Article 43.4 of Title 12, C.R.S., as amended, and the regulations promulgated thereunder, and the City of Trinidad Municipal Code regarding general business licensing and Retail Marijuana business licensing and understand the contents thereof.

Robert Lucero
Printed Name of Licensee

[Signature]
Authorized Signature of Licensee/Title

JODIE ROBERTS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Oct. 12, 2015

1/6/15
Date

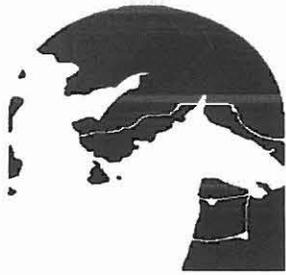
STATE OF Colorado)
COUNTY OF Pueblo)

ss.

Subscribed and sworn to before me this 6 day of January, 20 15

[Signature]
Notary Public Signature

My Commission Expires: Oct 12, 2015



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: January 20, 2015
PREPARED BY: Louis Fineberg, Planning Director
DEPT. HEAD SIGNATURE:

SUBJECT: Consideration of Contract Amendment for the Window and Door Restoration/Reconstruction of the Trinidad City (Historic) Water Works Building

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Forward to the January 20, 2015 meeting for approval

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: \$14,700

SOURCE OF FUNDS: Capital Improvement Fund

POLICY ISSUE: Discussion of possible project continuation. This is a one-year extension because the original consultant passed away. This will extend the contract to March, 2016.

ALTERNATIVE: Choose not to pursue the project work

BACKGROUND INFORMATION:

- Several years ago the City undertook a project utilizing grant funds to stabilize the historic water works building on Cedar Street. There are still grant funds available to restore/reconstruct the windows and doors, which once completed will bring the building into compliance with respect to a Notice and Order the City has been issued.
- The plans have been submitted to the state for review. Once the plans are approved, the City can put the project out to bid.
- This is a \$34,300 grant with a \$14,700 match (\$50,000 project).

Department or Agency Name
History Colorado, the Colorado Historical Society
Department or Agency Number
GCA
Routing Number
APPROVED WAIVER FORM -Amendment #37

CONTRACT AMENDMENT #2013-M2-031 A

THIS AMENDMENT, made this _____ day of _____, _____ by and between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society, 1200 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or History Colorado, and the City of Trinidad, 135 North Animas Street, Trinidad, Colorado 81082, hereinafter referred to as the Contractor,

FACTUAL RECITALS

Authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment; and

Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and

The Parties entered into a contract dated February 15, 2013, (the "Original Contract"), for SHF Project #2013-M2-031, wherein the Contractor agreed to undertake the performance of certain work and services in consideration for which the State agreed to make certain payments; and

The term of the contract is extended because the Contractor, through no fault of their own, is unable to complete the project as required within the specified contract period as a result of unforeseen delay; and

The State and the Contractor both wish to bring the project to completion in order to fulfill the objectives of the Original Contract.

NOW THEREFORE, it is hereby agreed that:

1. Consideration for this amendment to the original contract, C.E. Number POGG1 2015-177, Contract Routing Number N/A Approved Waiver Form, dated February 15, 2013, consists of the payments which shall be made pursuant to this amendment and the promises and agreements herein set forth.
2. It is expressly agreed by the parties that this Amendment is supplemental to the original contract, as amended Number #2013-M2-031, dated February 15, 2013, referred to as the "original contract," which is, by this reference incorporated herein, that all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this amendment as though they were expressly rewritten, incorporated, and included herein.
3. It is agreed the original contract is and shall be modified, altered, and changed in the following respects only:
 - a. Provision #4 of the original contract, CONTRACT EFFECTIVE DATE, the term of the contract is **EXTENDED** from March 1, 2015 to March 1, 2016.
 - b. Provision #5 of the original contract, COMPENSATION AND METHOD OF PAYMENT, the List of Submittals are revised as reflected in the attached Revised Exhibit C.
4. The effective date of this amendment is upon approval of the State Controller or February 20, 2015, whichever is later.
5. Except for the "Special Provisions," in the event of any conflict, inconsistency, variance or contradiction between the provisions of this Amendment, and any of the provisions of the Original Contract, the provisions of this Amendment, shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or amendments. The representations in the Special Provisions concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.

6. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first above written.

*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR:
(Grant Recipient)

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR

City of Trinidad
Legal Name of Contracting Entity

BY: _____
Executive Director or Designee
Edward C. Nichols, President

History Colorado

*Signature of Authorized Officer

Date: _____

Department of Higher Education

Date

STATE HISTORICAL FUND

Print Name of Authorized Officer

BY: _____
Director or Designee
Steve W. Turner, Vice President OAHP & SHF/Deputy SHF

Date: _____

WAIVER CONTRACT REVIEWER

Print Title of Authorized Officer

BY: _____
Contracts Officer or Designee
Susan Frawley, State Historical Fund

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performances or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

BY: _____
Joseph Bell
CHS, Vice President Finance, Facilities & Regional
Museums

Date: _____

Revised September 26, 2013
\\chs-db\gifts\Document\22114642.doc
Approval/Contract: Amendment/Time Extension Only

LIST OF SUBMITTALS

<u>Project Reports</u>		
<u>Project Reports</u>	<u>Due Date</u>	<u>Society Response</u>
a. Payment Request Form (Attachment 1). Deliverables #1 - 5 below must be reviewed and approved before Advance payment is made.	Received 6/25/13	Advance payment of grant award \$12,880 – Approved, Pending Deliverables
b. Progress Report # 1	Received 4/29/13	Reviewed
c. Progress Report # 2	Received 7/1/13	Reviewed
d. Progress Report # 3	Received 9/3/13	Reviewed
e. Progress Report # 4	Received 11/14/13	Reviewed
f. Progress Report # 5	Received 12/31/13	Reviewed
g. Interim Financial Report (Attachment 1). Deliverables #6 - 10 below must be reviewed and approved before Interim payment is made.	January 15, 2014 **	Review & Approve. Interim payment of grant award \$16,100. †
h. Progress Report # 6	Received 3/6/14	Reviewed
i. Progress Report # 7	Received 5/13/14	Reviewed
j. Progress Report # 8	July 1, 2014	Not Received
k. Progress Report # 9	Received 8/28/14	Reviewed
l. Progress Report # 10	November 1, 2014	Not Received
m. Progress Report # 11	January 1, 2015	Review*
n. Progress Report # 12	March 1, 2015	Review*
o. Progress Report # 13	May 1, 2015	Review*
p. Progress Report # 14	July 1, 2015	Review*
q. Progress Report # 15	September 1, 2015	Review*
r. Progress Report # 16	November 1, 2015	Review*

- | | | |
|--|----------------------|---|
| s. Progress Report # 17 | January 1, 2016 | Review* |
| t. Final Financial Report (Attachment 1) | January 15, 2016 *** | Review & Approve.
Final payment of grant
award \$3,220. † |

*At the discretion of the SHF technical staff, progress reports may not receive a response.

** Interim financial report due date is a guideline. Please submit Interim financial report when 40% or more of advance has been expended and you are ready for the next payment.

† Payment may increase due to approval of contingency funds.

*** Final Payment is a reimbursement ONLY after all contractors have been paid.

Project period ends on March 1, 2016. All deliverables due on or before this date.

PROJECT DELIVERABLES

Submit the following Project Deliverables. Deliverables #1 – 10 must be reviewed and approved by SHF before commencement of treatments (construction).

<u>Project Deliverables</u>	<u>Society Response</u>
1. Consultant Resume: Architectural/Engineering Services	Reviewed & Approved
2. Subcontract Certification: Architectural/Engineering Services	Reviewed & Approved
3. Initial Consultation with SHF Historic Preservation Specialist	Held
4. Historical photos/documentation of areas to be treated	Review/Comment and or Approve
5. Before/existing condition photos of all areas affected by Scope of Work	Review/Comment and or Approve
6. Paint Color History	Review/Comment and or Approve
7. Construction Documents/Plans and Specifications	Review/Comment and or Approve
8. Subcontract Certification: Construction Contractor	Review/Comment and or Approve
9. Pre-construction Meeting with SHF Historic Preservation Specialist	Review/Comment and or Approve
10. Mock-up of Reconstructed Window Sash and Frame	Review/Comment and or Approve
11. Interim Meeting with SHF Historic Preservation Specialist, if needed	Review/Comment and or Approve
12. Copies of Change Orders, if necessary	Review/Comment and or Approve
13. After photographs of all areas affected by Scope of Work	Review/Comment and or Approve
14. Project Summary Report	Review/Comment and or Approve



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: January 20, 2015
PREPARED BY: Tara Marshall
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 1

SUBJECT: Consideration of an agreement between the City of Trinidad and McCool Development Solutions, LLC for the purpose of updating the City of Trinidad Comprehensive Plan, the Land Development Code and the Zoning Map

PRESENTER: Louis Fineberg, City Planner

RECOMMENDED CITY COUNCIL ACTION: Authorize the Mayor to sign an agreement between the City of Trinidad and McCool Development Solutions, LLC.

SUMMARY STATEMENT:

The City of Trinidad received a grant in 2014 from DOLA to update and revise its comprehensive plan as well as its land development codes and zoning map. The comprehensive plan was last updated in 2008. It is the primary policy document that guides land use as well as the physical and economic development of the City; the regular updating of the plan is essential to maintain the organized and controlled growth of the municipality. Similarly, the City's zoning map and land development codes have not been updated since their adoption in 1976. Several proposals were received in response to the RFP and City staff interviewed two companies eventually selecting McCool Development Solutions, LLC. Carrie McCool and her staff comprise a team that has many decades of combined experience in planning and land development.

EXPENDITURE REQUIRED: The total project is \$200,000. The City's portion is \$25,000 in cash and \$25,000 in kind.

SOURCE OF FUNDS: 2015 budgeted expense in the Planning Department budget portion of the City's General Fund Budget for the \$25,000 in cash required as a match.

POLICY ISSUE: Update of the City of Trinidad Comprehensive Plan, Land Development Code and Zoning Map

BACKGROUND INFORMATION:

The City of Trinidad has not updated the Comprehensive Plan since 2008, has not updated the Land Development Code and Zoning Map since 1976. Typically these plans should be updated every five years. The economic situation in the City of Trinidad has changed since 2008 and updates are necessary to guide further development.

**AGREEMENT FOR CONSULTANT SERVICES
CITY OF TRINIDAD COMPREHENSIVE PLAN, LAND DEVELOPMENT CODE AND
ZONING MAP UPDATE**

1. **PARTIES.** The parties to this AGREEMENT are McCool Development Solutions, LLC (McCool Development Solutions), a limited liability company in good standing with the Colorado Secretary of State, whose address for purposes of this agreement is 4383 Tennyson Street, Unit D, Denver, CO 80212 and the City of Trinidad, a Colorado home rule municipal corporation, whose address for the purposes of this agreement is 135 North Animas Street, Trinidad, CO 81082 (Client).
2. **RECITALS AND PURPOSE.** Clients desire to retain the services of McCool Development Solutions. McCool Development Solutions agrees to provide and perform services as more fully described herein. The purpose of this AGREEMENT is to set forth the terms and conditions under which each party agrees to perform.
3. **DESCRIPTION AND SCOPE OF SERVICES TO BE PROVIDED BY McCOOL DEVELOPMENT SOLUTIONS.**

Refer to Attached: Scope of Work, Exhibit A dated October 21, 2014.

4. **SERVICES TO BE PROVIDED BY CLIENT.**

No additional services are anticipated at this time.

5. **TERM.** This contract is valid and enforceable until the services outlined in Exhibit A, are completed, unless terminated earlier by either party as herein provided.
6. **TIME.** It is estimated that the services will be performed and job completed on or before May, 2017 based on a starting January 2, 2015. McCool Development Solutions will pull forth its best efforts to complete the services within the time frame set forth herein. However, McCool Development Solutions cannot guarantee compliance of the completion date due to unknown conditions or requirements that may exist. McCool Development Solutions' obligations under this agreement shall be suspended when such obligations are prevented or hindered by an Act of God, adverse field, weather, or other conditions or circumstances not wholly controlled by McCool Development Solutions, and McCool Development Solutions shall not be held liable in damaged for failure to comply with any obligations under this AGREEMENT if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities.

7. **FEES.**

- 7.1 Client agrees to pay McCool Development Solutions an amount not to exceed \$199,945 for the entire scope of services set forth in the proposal.
- 7.2 Client agrees to the following method of payment: Monthly Partial payments commensurate with the proportionate Professional Services rendered. McCool Development Solutions shall submit invoices to the City describing the

**AGREEMENT FOR CONSULTANT SERVICES
CITY OF TRINIDAD COMPREHENSIVE PLAN, LAND DEVELOPMENT CODE AND
ZONING MAP UPDATE**

Professional Services rendered. A retainer in the amount of one-third of the total contract price in due upon notice to proceed. Initial payment shall be deducted from the retainer balance until such retainer is exhausted. All payments due shall be made within 30 days of receipt of invoice.

8. TERMINATION. Either party may terminate this contract without cause with thirty (30) days notice. Either party may terminate this contract immediately with cause.

8.1 The Client shall be in default of this AGREEMENT upon the occurrence of any of the following mentioned events:

- i. Failure to make any payment within 30 days from the date of the invoice. Should the Client, in good faith, dispute a portion of any invoice, it shall be required to make timely payment of the undisputed amount of the invoice, and give notification of the disputed portion of it. Failure to make payment on the undisputed portion shall constitute a default hereunder.
- ii. Insolvency or bankruptcy of owner, or the making of any assignment for the benefit of creditors or the filing of any petition for bankruptcy or reorganization by Client.
- iii. The breach of any provision of this AGREEMENT by Client, other than non-payment of monetary sums due hereunder, and the failure by Client to remedy the same within ten (10) days of the receipt of written notice thereof from McCool Development Solutions.
- iv. The breach of any other agreement between McCool Development Solutions and the Client.

8.2 McCool Development Solutions shall be in default of the AGREEMENT upon the occurrence of any of the following mentioned events:

- i. Failure to diligently and/or professionally provide the services as outlined in Exhibit A.
- ii. Insolvency or bankruptcy of McCool Development Solutions that would negatively impact its ability to timely and professionally complete the work for Client.
- iii. The breach of any provision of this AGREEMENT by McCool Development Solutions, and the subsequent failure of McCool Development Solutions to remedy the same within ten (10) days of receipt of written notice thereof from Client.

9. RIGHT TO STOP WORK. In lieu of terminating this AGREEMENT as provided in paragraph 8 above, upon the happening of event of default, McCool Development Solutions may stop the performance of its work, or the progress of the work, until such time as the default is remedied by payment, and this right to work shall be without prejudice to any other legal remedy or right McCool Development Solutions may possess. The election by McCool Development Solutions to stop work as herein provided shall not be deemed a waiver of McCool Development Solutions' right to

**AGREEMENT FOR CONSULTANT SERVICES
CITY OF TRINIDAD COMPREHENSIVE PLAN, LAND DEVELOPMENT CODE AND
ZONING MAP UPDATE**

terminate this AGREEMENT. The stoppage of work by McCool Development Solutions under this paragraph shall not be deemed a default by McCool Development Solutions of its obligations under this AGREEMENT.

10. MISCELLANEOUS.

- 10.1 The AGREEMENT FOR CONSULTANT SERVICES represents the entire agreement between the parties and all prior negotiation and agreements whether written or oral are merged herein and are null and void.
- 10.2 For a period of one year from the date of performance, McCool Development Solutions shall correct any defects, errors, or omissions attributable to McCool Development Solutions in the performance of the AGREEMENT FOR CONSULTANT SERVICES, provided that McCool Development Solutions is provided written notice itemizing any defects, errors or omissions. Client hereby releases McCool Development Solutions from any and all claims, liabilities, causes of action and demands for consequential damages and agrees to limit actual damages or loss of any kind arising from the performance of the AGREEMENT FOR CONSULTANT SERVICES to the amount of the fees paid to McCool Development Solutions. McCool Development Solutions is not responsible for any delays or acts/omissions of any third parties.
- 10.3 If a Client is a partnership, corporation, or other legal entity, Client expressly warrants that the individual signing this AGREEMENT FOR CONSULTANT SERVICES is fully authorized to sign on behalf of the client.
- 10.4 McCool Development Solutions, LLC has professional liability insurance and agrees to keep it in full force and effective throughout the life of this contract. A copy of the certificate of liability insurance is attached.

DATED: _____

McCOOL DEVELOPMENT SOLUTIONS, LLC.

By _____
Carrie McCool, Owner/Principal

DATED: _____

CITY OF TRINIDAD

By _____
Mayor

EXHIBIT A
SCOPE OF WORK
October 21, 2014

Phase I: DATA GATHERING

Tasks: Community Assessment

1.1 Data Collection and Information Gathering. Collect and review data on existing conditions within the City and surrounding influence area; existing plans, maps, and documents housed within the City, County and adjacent jurisdictions/agencies; relevant reports (i.e., Downtown Colorado, Inc., Community Assessment Report and Action Matrix, Downtown Parking Study, Trail System Master Plan, Parks and Recreation Master Plan, Old Sopris Trail Plan, Stronger Economics Together Plan, Las Animas County Economic Development Survey, etc.), current planning and improvement projects, aerial photos, zoning, property ownership, demographic information, environmental resources and hazards, floodplains, and infrastructure inventory, etc.

1.2 Base Mapping. Prepare 24" x 36" base maps of the proposed study area for public workshops to support planning analysis and the resulting zoning map.

1.3 Project Website. The Planning Team will create and launch a Trinidad Comprehensive Plan project website, facebook page and twitter account to inform and educate the community about the project, to access relevant planning documents, and to post project updates, meeting dates, draft maps and goals, workshop results, etc.

1.4 Community Notice Campaign. The community notice campaign will bring awareness to the planning process and get citizens and residents in the surrounding area involved. Examples of tasks include:

- Post colorful flyers throughout the community (city hall, welcome center, library, community centers, schools, etc.);
- Disseminate handouts to inform businesses and residents through traditional methods such as newspaper and grocery bag inserts. Other creative methods to disseminate information could include downtown art wall, or cardboard Mayor;
- Publish articles, press releases, announcements and advertise in the local newspaper (daily and weekly editions) of circulation;
- Host radio clips on local radio programs or media outlets; and
- Host community information booth at an event like Bowling for Artcade in February, 2015.

Deliverables/Meetings:

- Base maps

- Project Website, facebook page and twitter accounts
- Community notice campaign

City Responsibilities: The Planning Team anticipates a high level of City Staff participation in this first phase of the project. We will request time with City Staff to provide all key land use planning and regulatory documents, and current project information, Main Street, and Creative District work programs, etc. City staff will also coordinate logistics of the Community Notice Campaign including assistance with recruiting local artists to create downtown wall art and cardboard Mayor as well as coordinating participation of all Planning Commissioners in the scavenger hunt or similar activity.

Phase II: COMMUNITY ENGAGEMENT

Tasks: Citizen Participation Plan

2.1 Stakeholder Interviews. The Planning Team will spend a day to hold any relevant stakeholder interviews to gauge their level of support of past and current planning efforts, opportunities and challenges they see in the community, what aspects of the community should remain, what should change, what should be a model for future development and what they want overall.

2.2 Workshop #1. This workshop will begin with an overview of the Plan's purpose and process. The purpose of this workshop will be to gauge community support for key elements of the existing vision/guiding documents and reports utilizing. Results from this workshop and previous planning efforts will lay the foundation for issues that will be addressed in the Comprehensive Plan. County Staff and officials will be invited to participate in the workshop.

2.3 Debrief with City Staff. Team conference call regarding outcome of workshop #1.

2.4 Draft Framework Plan. Incorporating all of the community input received to date, the Planning Team will formulate a Draft Framework Plan along with community goals and objectives for several elements of the 2016 Comprehensive Plan for review and refinement by the Planning Commission and City Staff.

2.5 Debrief with City Staff. Team conference call regarding the Draft Framework Plan, goals, and objectives.

2.6 Community Workshop #2. Host a final community workshop to bring back all of the participants to review and comment on how their input was translated into a final framework plan, goals, objectives and priorities. Additionally, the Planning Team will present several final images intended to represent the essence of the Plan, and engage the participants in a discussion about the consequences of specific actions or inactions stemming from certain land use choices.

2.7 Planning Commission Work Session—Vision Statement. The Planning Team will assist the Planning Commission with drafting of a vision statement.

2.8 Debrief with City Staff. Team conference call regarding outcome of Workshop #2 and Planning Commission visioning.

Deliverables/Meetings:

- Stakeholder Interviews
- Community Information Booth
- Two (2) Community Workshops
- Draft Framework Plan
- Draft Community Goals and Objectives
- Planning Commission Work Session
- Two (2) Debrief Meetings with Staff
- Project website updates

City Responsibilities: The Planning Team will take the lead role in all community workshops and meetings. We will request assistance with noticing and coordinating community workshops, informal work sessions as well as providing assistance with distributing materials to the citizenry, advisory committees, stakeholders, appointed and elected officials etc. pursuant to the Community Notice Campaign. Food and refreshments will also be provided by the City, featuring food from local restaurants. Finally, we will seek City assistance with recruiting baby-sitters so childcare can be provided for workshop participants. We will ensure that these accommodations are included in the public notice flyers and project website updates. City Staff will copy and distribute any documents needed for Planning Commission and City Council Packets.

Phase III: DRAFT COMPREHENSIVE PLAN

Tasks: Draft Trinidad Comprehensive Plan Update

3.1 Draft Plan Preparation. This task includes preparation of the Plan document text, associated mapping and graphics produced from the data gathering, and community engagement tasks outlined above. The initial draft plan will be prepared in a Microsoft Word document to allow for file exchange with City Staff and ease of editing/tracking changes.

Potential Plan Elements:

- Overall Community Vision
- Future Growth and Land Use
- Community Character
- Three Mile Plan
- Economic Development, Tourism and Downtown Revitalization
- Disaster Mitigation and Preparedness
- Image and Design
- Housing and Neighborhoods
- Historic Preservation, Arts and Culture

Infrastructure and Utilities
Public/Government Use Facilities
Community Involvement and Services
Transportation and Mobility
Resources and Environment
Implementation (including annexation policies and intergovernmental coordination)

3.2 Submit Draft to City Staff for review. Draft Plan and associated mapping will be provided to the City for review and revision purposes.

3.3 Red Flag Review. The task includes two conference calls with City Staff to obtain comments on Draft Plan documents, associated mapping and graphics. Our team will document the changes directly in the working Microsoft Word document.

3.4 Address Red Flag Review Comments. All redlines comments are addressed and incorporated into the draft available for public review.

3.5 Draft Plan Overview Joint Work Session. Facilitate a work session with the Planning Commission and City Council to discuss their impressions of the preliminary Plan and document any required changes. Based on input gained, we will make any final refinements prior to publicizing the Plan for community-wide review.

3.6 Debrief with City Staff. Team conference call regarding the Draft Framework Plan.

3.7 Draft Plan Authorization Submittal & Final Document Graphic Layout. The Planning Team will submit a final Microsoft Word document to City Staff for authorization to proceed with the preparation of the final document and graphic design/layout based on the content and order.

3.8 Issue Public Draft Comprehensive Plan. Send the Public Draft Comprehensive Plan on referral. Post flyers throughout the community, draft press releases and notices for the local media channels to announce the draft's availability for public comment. Provide copies of the Public Draft at City Hall, schools, library, welcome center, community centers, etc., and post it on the City's project website and social media outlets.

Deliverables/Meetings:

- Draft Comp Plan Text, Maps & Graphics
- Two Red Flag Review Meetings with Staff
- Joint Work Session
- Debrief Meeting with Staff
- Draft Plan Authorization Submittal
- Final 'Draft' Plan/Graphic Layout for Public Comment

City Staff Participation/City Provided Materials: High level of City Staff participation in providing Red Flag Review comments and attending scheduled conference calls accordingly. The Planning Team will request that City Staff sign off on the document text and organization prior to preparing the final document graphic layout. The City will also be responsible for distributing electronic or printed documents to the Planning Commission and City Council as needed for work sessions.

Phase IV: ADOPTION & IMPLEMENTATION

Task: Adoption

4.1 Assemble and Finalize Deliverables. The team will provide an electronic (PDF) of the final version of the Comprehensive Plan to City Staff and Adoption Resolution to City Staff to include in the Public Hearing packets.

4.2 Adoption public hearings. Attend adoption hearing (up to 2 hearings).

Deliverables/Meetings:

- Adoption Hearings (up to two meetings)
- One meeting with Staff
- Final Comprehensive Plan. All documents, including maps, figures, and tables, furnished on CD in Adobe Illustrator format as well as PDF

City Staff Participation/City Provided Materials: The Planning Team will rely on the City to issue all public notices associated with workshops and public hearings. Following the Plan adoption, MDS will provide the City with all documents, maps and files in an electronic/digital format. Electronic documents will be provided in a high resolution format suitable for printing and reproduction of the file document and distribution to City Staff and all elected and appointed officials.

Phase V: LAND DEVELOPMENT CODE AND ZONING MAP UPDATE

Task: Code Diagnosis

5.1 Meeting with Stakeholders. Building off of the information and community input from the Comprehensive Plan Update, the Planning Team will kick off the Land Development Code and Zoning Map Update with a series of round table discussions with various stakeholder groups including, but not limited to, service providers, business owners, historic preservation organizations, and artist/creative groups, etc. These discussions will largely serve to identify what may be working within the current regulatory framework and any specific regulations that are problematic for growth/development/redevelopment in that area.

5.2 Land Use Regulations Diagnosis. This task includes review of the existing land use regulations as they relate to the updated comprehensive plan and will include an analysis/evaluation for the potential of moving towards a form-base code.

5.3 Refine Scope of Work. Upon completion of the Code Diagnosis Report, the Planning Team will meet with City Staff to refine the following scope of work and process for the Land Development Code and Zoning Map Update. The format of the updated code will specifically reflect the input received from the community during the Comprehensive Plan Update process and the best approach to implementing the community vision.

Task: Public Outreach & Participation

5.4 Community Workshop #1. The Planning Team will kick off the workshop with an overview of the findings from the Code Diagnosis Report. Workshop participants will participate in a planning activity wherein we will utilize the Community Character Plan to determine what community elements and areas they would like to preserve, preserve and enhance, evolve or transform.

5.5 Meeting with City Staff. Team conference call regarding outcome of Community Workshop #1.

5.6 Website Updates. We will continue to utilize the project website, facebook and twitter to provide the community with progress updates, key dates and working documents.

Task: Land Development Code/Zone Map Update

5.7 Draft Code Updates and Zoning Map/Regulation Plan. The Planning Team will work to prepare draft regulations, graphics, maps, charts and any other necessary information with a goal of creating a well organized and user-friendly land development regulations and zoning map or regulation plan.

5.8 City Staff Red Flag Review. This task includes up to three conference calls with City Staff to obtain comments on the draft documents, associated mapping and graphics.

5.9 Community Workshop #2. At this open house style workshop the Planning Team will present the components/concepts of the code revisions and the draft Zoning Map/Regulation Plan.

5.10 Joint Planning Commission/City Council Work Session. Facilitate a work session with the Planning Commission and City Council to discuss their impressions of the draft code regulations and zoning map/Regulation Plan.

5.11 Public Comment Campaign. Draft documents will be uploaded on the project website for public review. The Planning Team will prepare email blasts, media releases and colorful

flyers to post throughout the community in a strong effort to notify the community of the public comment period.

5.12 Meeting with City Staff. Discuss recommendations and incorporate any comments.

5.13 Website Updates/Press Release. The Planning Team will continue to update the project website and social media outlets to provide the community with relevant information on the update process and progress made as we draft the land use regulations and move toward adoption hearings.

Task: Adoption

5.14 Assemble Final Materials. The team will provide an electronic (PDF) of the final version of the Land Development Code, Zoning Map/Regulation Plan and applicable ordinances to City Staff for the public hearing.

5.15 Adoption Public Hearing. Attend adoption hearing (up to 2 hearings).

Deliverables/Meetings:

- Stakeholder Interviews
- Land Use Regulations Diagnosis
- Phase V Scope Revisions
- Two Community Workshops
- Five meetings with Staff
- Joint Work Session
- Draft Code/Zone Map for Staff Red Flag Review
- Draft Code/Zone Map for Public Input
- Final Code/Zone Map for Adoption
- Website Updates

City Staff Participation/City Provided Materials: City Staff will be responsible for providing the Planning Team with the current Land Development Code Regulations in a Microsoft Word format. We also envision that City Staff will be very involved in reviewing and commenting on the format of the updated Code and Zoning Map/Regulation Plan as well as the organization and content. The City will be responsible for providing elected and appointed officials with electronic and/or paper copies of the working documents for work session and hearing packets.



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: January 20, 2015
PREPARED BY: Audra Garrett, ACM/City Clerk
DEPT. HEAD SIGNATURE:

SUBJECT: Appointments to the E911 Board

PRESENTER: Audra Garrett, ACM/City Clerk

RECOMMENDED CITY COUNCIL ACTION: Make appointments to fill the Board seats

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Advertisement was made seeking applicants to fill the vacancies as required by ordinance.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

Three letters were received to fill the two vacancies created as a result of term expirations of Arsenio Vigil and David Barrack. Arsenio Vigil has served since 2/7/12; David Barrack has served since 2/7/12.

Letters were received from Arsenio Vigil, David Barrack and Mary "Mally" Blecha. All three qualify to fill the vacancies.

December 28, 2014
Trinidad, Colorado

To the Mayor and members of City Council:

Please accept this letter as interest in the position for the E911 Authority Board.

I retired in early 2013 from the Aurora Colorado Police Department where I was employed for 10 years as a Senior Records Clerk. I also worked in the Bell Telephone System as a long distance operator in the days before 911. We dispatched police, fire and ambulance for the areas we serviced.

For the past year I have volunteered at the Trinidad Police Department.

I am aware of the necessity for competent emergency services both with regard to adequate training and equipment. As a newer member of the Trinidad and Las Animas county area, it is important for me to be involved in and contributing to the needs of the citizens of this county.

If you have questions or need to contact me, I can be reached at 303-913-8142. Thank you for your consideration.

Sincerely,


MALLY BLECHA

Registered under
Mary @ 2403 Desperado
Residency Verified

City of Trinidad	
DEC 29 2014	12:35
City Clerk's Office	

David J. Barrack
115 E. Elm Street
Trinidad, CO 81082

January 2, 2015

Mayor Joe Reorda, Sr. and City Council Members
135 N. Animas Street
Trinidad, CO 84102

Dear Mr. Mayor and City Council Members:

Please accept my application to be reappointed to the 911 Authority Board. I was on the original board when 911 came into this community. I have spent the last four years helping to update the software, renegotiate the Intergovernmental Agreement and rewrite the Bylaws.

This process is not completed and I believe that my knowledge of and experience with 911 qualifies me to remain on the board. I am willing to make myself available to you for an interview and/or discussions about 911. Please feel free to contact me to schedule at time.

Sincerely,



David J. Barrack

verified voter
regis + residency
R 1/5/15

**Request for Re-Appointment
to the
E-911 Authority Board**

December 26th, 2014

City of Trinidad City Council
Honorable Mayor Reorda and elected Council:

I am Arsenio L. Vigil, and I currently serve as an appointed member of the E-911 Authority Board, regarding the City of Trinidad and Las Animas County.

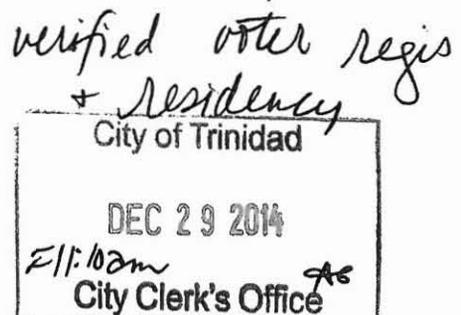
I have recently received written notice that my current term of appointment will expire on the 31st of December, 2014.

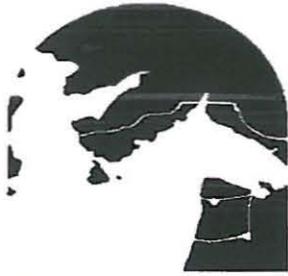
I am currently employed by the City of Trinidad Police Department, where I serve as a Detective Sergeant in the Investigations Division. I have served and protected the citizens of Trinidad since July 21st, 1996 as a Peace Officer, and prior to my employment with the City, I served the citizens of Las Animas County from December 1989 to July 1996.

I would greatly appreciate being re-appointed to the E-911 Authority Board, as I have over 20 years of experience in this field, the willingness to serve my community, be fair and impartial, and serve with integrity. The E-911 Authority Board continues to serve this community well, and with the interest and input of the safety of the citizens, to which we serve.

If you have any questions, please feel free to contact me at any time.

Arsenio L. Vigil *Arsenio L. Vigil*
1208 Arizona Avenue
Trinidad, Colorado. 81082





CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY WORK SESSION:
PREPARED BY:
DEPT. HEAD SIGNATURE:

January 20, 2015
Audra Garrett, ACM/City Clerk

SUBJECT: First reading of an ordinance of the City Council of the City of Trinidad, Colorado, amending Article 11, Chapter 14, Section 14-201, Definitions, 12-201(y) "School" to offer the same protection to existing state-licensed daycare facilities as those offered to facilities meeting the school definition as it was originally adopted, and setting a hearing date for consideration of said ordinance

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Consider approval of the ordinance on first reading and set for public hearing on February 3, 2015.

SUMMARY STATEMENT: Municipalities are permitted to define school for purposes of marijuana licensing regulation.

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

POLICY ISSUE: Regulation of marijuana businesses

ALTERNATIVE: None

BACKGROUND INFORMATION:

The ordinance approving the regulation and licensing of medical marijuana licensing in the City of Trinidad provided a definition of "School" for local purposes which excluded daycare facilities among others.

The retail marijuana licensing and regulation ordinance simply refers to the definition of school contained in the medical marijuana licensing ordinance.

This ordinance would disallow marijuana businesses to located within 1,000 feet of existing state-licensed daycare facilities.



CITY OF TRINIDAD, COLORADO

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, AMENDING ARTICLE 11, CHAPTER 14, SECTION 14-201, DEFINITIONS, 14-201(Y) "SCHOOL" TO OFFER THE SAME PROTECTION TO EXISTING STATE-LICENSED DAYCARE FACILITIES AS THOSE OFFERED TO FACILITIES MEETING THE SCHOOL DEFINITION AS IT WAS ORIGINALLY ADOPTED

WHEREAS, on March 4, 2014, the Trinidad City Council approved Ordinance No. 1955 which established regulations and licensing requirements for medical marijuana businesses within the City; and

WHEREAS, among the regulations established was a local definition of "School" which did not include state-licensed daycare facilities; and

WHEREAS, it is prudent to afford the existing state-licensed daycare facilities the same protection as those offered under the "School" definition.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that Article 11, Chapter 14, Section 14-201(y), Definitions, "Schools", is hereby repealed and re-enacted in its entirety as follows:

14-201. Definitions.

(y) "School" means a public or private preschool or a public or private elementary, middle, junior high, high school. "School" shall also mean and include any existing state-licensed daycare facility which existed as of the date of the adoption of this ordinance.

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED, this ____ day of January, 2015.

FINALLY PASSED AND APPROVED this ____ day of _____, 2015.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____ day of _____, 2015.

JOSEPH A. REORDA, Mayor

ATTEST:

DONA VALENCICH, Acting City Clerk