



*Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623*

**AGENDA
PLANNING & ZONING COMMISSION
THURSDAY, April 11, 2019
7:00 P.M. TOWN HALL**

1. CALL TO ORDER
2. ROLL CALL
3. 7:00 p.m. – 7:05 p.m.
Minutes of the March 28, 2019 meeting.....Attachment A
4. 7:05 p.m. – 7:10 p.m.
Public Comment – Persons present not on the agenda
5. 7:10 p.m. – 7:15 p.m.
Resolution 4, Series of 2019 – 159 Sopris Avenue.....Attachment B
6. 7:15 p.m. – 7:35 p.m.
PUBLIC HEARING – Subdivision Exemption.....Attachment C
Owner: Primo Properties, LLC/Colter Smith
Location: 415 Eighth Street
7. 7:35 p.m. – 7:45 p.m.
PUBLIC HEARING – Retail Marijuana Cultivation– Special Use Permit.....Attachment D
Applicant: Triple Canna LLC
Location: 220 N. 12th Street
8. 7:45 p.m – 8:00 p.m.
PUBLIC HEARING – Marijuana Infused Product (MIP) – Special Use Permit.....Attachment E
Applicant: Triple Canna LLC
Location: 220 N. 12th Street
9. 8:00 p.m. – 8:15 p.m.
VCAP Report Discussion.....Attachment F
- ..
10. 8:15 p.m. – 8:20 p.m.
Staff Update
11. 8:20 p.m. – 8:25 p.m.
Commissioner Comments
12. 8:25 p.m. – ADJOURN

*** Please note all times are approx.**

Upcoming P & Z Meetings: April 25, 2019 – 182 Sopris Avenue - ADU

MINUTES
CARBONDALE PLANNING AND ZONING COMMISSION
Thursday March 28, 2019

Commissioners Present:

Michael Durant, Chair
Ken Harrington, Vice-Chair
Jade Wimberley
Marina Skiles
Jay Engstrom

Staff Present:

Janet Buck, Planning Director
John Leybourne, Planner
Mary Sikes, Planning Assistant

Commissioners Absent:

Nicholas DiFrank (1st Alternate)
Tristan Francis (2nd Alternate)
Nick Miscione
Jeff Davlyn

Other Persons Present

The meeting was called to order at 7:00 p.m. by Michael Durant.

March 14, 2019 Minutes:

Ken made a motion to approve the March 14, 2019 minutes. Michael seconded the motion and they were approved unanimously with Jade and Marina abstaining.

Public Comment – Persons Present Not on the Agenda

There were no persons present to speak on a non-agenda item.

CONTINUED PUBLIC HEARING – Unified Development Code (UDC) Zone Text Amendment – Wireless Facilities

Janet said that this is a continued public hearing for the purpose of considering amendments to the Unified Development Code (Chapter 17 of the Carbondale Municipal Code) to include regulations related to Wireless Facilities, including Small Cell Antenna regulations.

Janet outlined some of the items that were changed after the last meeting:

- Table of allowed uses on page 6 of the regulations. She said the Commission had wanted the regulations as restrictive as possible that would be allowed under the State and FCC regulations. She continued by saying that we are required to allow small cell facilities in our rights-of-way and in all zone districts. She stated that we need to have design standards in place otherwise we will have to accept

a provider's proposal. She said that small cell facilities, small cell wall and roof mounted are all permitted uses. She said that we dialed back the non-small cell wireless facilities because the State and FCC are not regulating those. She said that we have created a separate table for rights-of-way. She said that once she had gotten the allowed uses chart put together then that allowed her to go back and make sure that every use had a definition, a design standard and a procedure for review. She said that when she was drafting the design standards that she took Aspen's regulations because they have the strictest ones as far as camouflage and concealment of the facilities.

- Page 10 states that providers would need to give us a narrative to explain where they want to put the wireless facilities because there will be a number of them and that they will need to have some idea of where they would want them to go to provide the coverage.
- Page 6 of allowed uses, she said that we have non-small cell wall mounted or roof mounted wireless facilities. She said that they are special review in mainly the R/MD, R/HD and the commercial zone districts. She said that we were not required to put those in our regulations but that we wanted to do it because of the previous application with Verizon on the Creamery building. She said that we did not have any regulations in place to control the design as well as the placement of that facility. She said that the small cell wireless we have as a permitted use across the board.
- Page 14 of the development standards or the design standards for small and non-small cell wireless facilities. She said that it is limited to wall mounted facilities, which are only allowed on multi-family structures containing eight or more dwellings or an institutional use. She said that it seems that those standards would not allow a non-small cell tower to be on the Creamery building.

Michael asked what is an institutional building.

Janet explained that a small cell antenna is about the size of a pizza box. She said that Holy Cross will not allow these to be put on their street lights so they are going to be looking for buildings, with the property owner's permission. She said that we want to allow this because north of the railroad tracks it is all Holy Cross. She said that instead of having new free standing poles in the rights-of-way they could use buildings to provide more options. She said that it seems like small cell antennas should be allowed on all buildings. She said that non-small antennas should be allowed on a commercial building like the Creamery.

Janet read the definition of an institutional building, it is a civic building, a club, a lodge, a community center, convention hall, country club, library, museum and religious use. She said that it seems like there is a gap, which she can fix. She said that she also thinks that instead of having this limitation in the design standards it should really be in use-specific standards. She said that for example a drive-through bank we have the use in the land use table but then we bring it to the use-specific standards to limit it to being only allowed in the CRW and PCC zone districts.

Janet said that she went through the UDC and actually created redlines adding them to the following;

- table of contents
- processes in the summary table
- common review procedures
- definitions

There were no questions for Staff.

There were no members of the public present.

Motion to Close Public Hearing

A motion was made by Marina to close the public hearing. Jay seconded the motion and it was approved unanimously.

Points of Discussion

- Create separate definition chapter 8.4 for wireless facilities.
- Base Station is a Special Use, which also contains components of equipment.
- Difference between standards and use specific standards, used residential standards as a template. Create use specific standards to cross reference them to the development standards?
- Facilities could be in manhole covers as technology progresses.
- Page 14, roof mounted small cell, add commercial and institutional buildings, with owner's permission.
- Switch boxes or additional equipment concealment, does it include all equipment? Does it fall under accessory equipment on page 9?
- Create a new category for accessory equipment for anything that is not ground based, all of which needs to be camouflaged.
- In California municipalities are fighting the 5G technology because of possible health hazards. There are Federal lawsuits currently pending.
- 5G could be on many houses, with owner's permission.
- Colorado has passed a statute which stated that we must allow the small cell facilities as a permitted use in all zone districts and that we can attach conditions.
- Use Table spells out that everything that is small cell is permitted and everything that is not small-cell is a Special Use.
- Base station is a Special Use.
- Base Station and Towers overlap.
- Remove the S for Special Use from R/MD, in the Table on page 6 for non-small cell.
- Separate small and non-small cell, C refers to non-small cell wall mounted wireless facilities and D to non-small cell roof mounted facilities. Add commercial and institutional buildings.

- Take the non-small cell roof mounted standards paragraph and put in use specific standards.
- Non-small cell, limit of two per building.
- Holy Cross does not allow on their poles for everything north of the bike path.
- More obvious on poles, better on buildings.
- Do not allow installations on side walls.
- Accessory equipment i.e., switch box, junction box, electric cables need to be camouflaged and concealed.
- Create a new accessory category.
- Right-of-way required to make a use by right.
- UDC Sec. 5.13.5 small and non-small cell permitted in all districts.
- Page 9, accessory equipment not to exceed 350 square feet, change to 50 square feet.
- Contact Jett @ Pinnacle Consulting for clarification of equipment.
- What noise is produced from what equipment?
- Page 12 Sec.15.13.3 Define public art, camouflage with art.
- Page 17 Sec. 2.5.5 Wireless facilities, separate exhibit item D, second paragraph typo of hanging #2.
- Consolidate provider applications, place a limit.

Motion

Ken made a motion to recommend approval of the Wireless Facilities Regulations as well as the redlines in other sections of the Unified Development Code with changes discussed and findings in the Staff report. Marina seconded the motion and they were approved unanimously.

Staff Update

Janet said that the Board unanimously approved the UDC Amendments on March 19. Michael said he attended that Board meeting and the Board thanked the P&Z for their hard work. Janet said that she has been working with Clarion on the redlines.

Commissioner Comments

There were no comments.

Motion to Adjourn

A motion was made by Ken to adjourn. Marina seconded the motion and the meeting was adjourned at 8:19.

RESOLUTION NO. 4
SERIES OF 2019

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN
OF CARBONDALE, COLORADO, APPROVING A MINOR SITE PLAN REVIEW,
SPECIAL USE PERMIT AND VARIANCES FOR PROPERTY LOCATED IN THE
TOWN OF CARBONDALE, COLORADO

WHEREAS, (“Applicants”) requested approval of a Minor Site Plan Review and Special Use Permit to renovate the abandoned CMU structure and convert it into an additional detached single family residential dwelling at 159 Sopris Avenue, Carbondale, Colorado ();

WHEREAS, in addition to the request for Minor Site Plan Review and Special Use Permit, the application included the following variances:

Setback	Required	Proposed
Front	5 ft.	0.6 ft.
Side (east)	5 ft.	3.5 ft. for wall of building and 2.5 ft. for the roof eave

WHEREAS, the Planning and Zoning Commission of the Town of Carbondale reviewed this application during a Public Hearing on January 24, 2019 and February 28, 2019 and approved said application on the terms and conditions set forth below;

NOW, THEREFORE BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF CARBONDALE, COLORADO, that the Minor Site Plan Review, Special Use Permit and Variances are hereby approved, subject to the following conditions and findings:

Conditions

1. All development shall comply with the Site Plans and Building Elevations submitted with the application.
2. The roof system on the south side of the new single family dwelling shall not extend into the Town’s right-of-way. All drainage shall be retained on-site.
3. Fees in lieu of water rights for the new single family dwelling may be due at the time of building permit.
4. The applicant shall be responsible for all building permit fees, tap fees and other associated fees at the time of building permit.

5. All other representations of the Applicant in written submittals to the Town or in public hearings concerning this project shall also be binding as conditions of approval.
6. The Applicant shall pay and reimburse the Town for all other applicable professional and Staff fees pursuant to the Carbondale Municipal Code.

Findings

Special Use Permit for Two Single Family Dwellings on One Parcel

1. The proposal meets the purposes of the zone district in the R/HD zone district, specifically care has been taken to meet all criteria, regulations and dimensional requirements that could possibly be met with the exception of the front and side yard setback for the new single family dwelling. The new single family dwelling will be contained within the existing walls of the CMU walls which were constructed in 1946, prior to the adoption of a zoning code in the Town.
2. The special use shall comply with all applicable fire, building, occupancy and other municipal code provisions as a building permit will be required for the new single family residence;
3. The special use shall not have a significant traffic impact within the neighborhood.
4. The special use shall not otherwise have an adverse effect upon the character of surrounding uses; and in fact will enhance the character by renovating and improving an abandoned structure.
5. The impacts of the proposed use on adjacent properties and the surrounding neighborhood or such impacts have been minimized in a satisfactory manner.
6. The use shall not create a nuisance and such impacts shall be borne by the property owners of the property on which the proposed use is located rather than by adjacent properties or the neighborhood.
7. Access to the site is adequate for the proposed use, considering the width of adjacent streets and alleys, and safety.
8. The project is in scale with the existing neighborhood as no new structures are being built.

9. The project maximizes the use of the site's desirable characteristics, specifically the existing mass and scale of structures on the property and retaining the yard area.

Front and Side Yard Setback Variances

1. The structure to be altered is a residential dwelling unit;
2. The lot is located in the Old Town site;
3. The applicants did not cause the situation or hardship by their own actions as the CMU building was constructed in 1946, prior to establishment of zoning regulations in the Town.
4. The new construction or alteration could not be reasonably placed in another location as it already exists in its current location;
5. The new construction is designed in a reasonable fashion and results in the variance requested being the minimum amount required in order to achieve the purpose of the variance request;
6. The variance requested does not harm the public or injure the value of adjacent properties;
7. The granting of a variance will be consistent with the spirit and purpose of the Code

Site Plan Review

1. The site plan is consistent with the Comprehensive Plan as it provides a smaller residential unit near the downtown;
2. The site plan is consistent with the previously approved subdivision plat;
3. The site plan complies with all practical development and design standards set forth in this code with the exception of the front and side yard setbacks due to the pre-existing location of the CMU walls;
4. Traffic generated by the proposed development will be adequately served by existing streets within Carbondale,

INTRODUCED, READ, AND PASSED THIS ____ day of _____, 2019.

PLANNING AND ZONING COMMISSION OF
TOWN OF CARBONDALE

By: _____
Michael Durant
Chair



**TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623**

Planning and Zoning Commission Agenda Memorandum

Meeting Date: 4-11-2018

TITLE: Brothers Subdivision – 415 N. 8th Street - Subdivision Exemption

SUBMITTING DEPARTMENT: Planning Department

ATTACHMENTS: Land Use Application
Findings of Fact and Grant of Approval – March 7, 2018

BACKGROUND

Before you tonight is an application for a Subdivision Exemption. You are required to hold a public hearing and render a final decision. That decision may be to approve the application, deny the project, or continue the public hearing.

<u>Owner:</u>	Primo Properties, LLC
<u>Applicant:</u>	Colter Smith
<u>Property Location:</u>	415 N. 8 th Street
<u>Zone District:</u>	Residential/Medium Density (R/MD)
<u>Lot Size:</u>	10,890 sq. ft.
<u>Present Land Use:</u>	One single family residence and one duplex under construction

DISCUSSION

On February 9, 2018, the owner, Primo Properties, LLC, entered into an Easement Purchase and Sale Agreement (Agreement) with the Town to allow the Town to purchase a perpetual, exclusive easement and right-of-way (the Easement) across the property. Specifically, the Easement is a .25 acre area within and along the southern 25-foot portion of the property. The Agreement allowed the owner to utilize the

Easement to access up to three multifamily residential units to be developed upon the property.

The easement is for the possible extension of Industry Way through the property to connect to 8th Street, creating another east/west connection through Town. This has been a long-term goal of the Town.

On March 7, 2018, Staff approved an Administrative Site Plan Review, Conditional Use Permit and Alternative Compliance for this property to allow construction of one single family dwelling and one duplex.

The Alternative Compliance was related to the Maximum Impervious Lot Coverage required under UDC Table 3.7-2. This is discussed later in the Staff report.

The three dwelling units are currently under construction. The applicant is now requesting a Subdivision Exemption to divide the 10,890 sq. ft. parcel into three lots as follows:

<u>Lot</u>	<u>Unit Type</u>	<u>Lot Square Footage</u>
Lot 1	4-bedroom duplex unit	3,010 sq. ft.
Lot 2	4-bedroom duplex unit	3,646 sq. ft.
Lot 3	4-bedroom single family	4,234 sq. ft.

ZONING

Lot Size and Dimensions (UDC Table 3.2-7)

The minimum lot area in the R/MD zone district is 3,000 sq. ft. All three lots are in compliance with the required lot size.

The minimum lot width is 25 ft. and the minimum lot depth is 50 ft. The proposal meets the code requirements as follows:

Lot 1 - 28' to 32' wide and 100' deep

Lot 2 – 36' 6" wide and 100' deep

Lot 3 – 42' 4" wide and 99' 11" deep

The lot depth and side of Lots 1 and 3 are uneven because the westerly lot line is skewed.

Setbacks (UDC Table 3.2-7)

The residential units are oriented to the south due to the expectation that this will be the location of the future Industry Way road connection from Merrill to Highway 133. The setbacks are based on that orientation.

	<u>Required</u>	Lot 1	Lot 2	Lot 3
Front	10 ft.	40 ft.	40 ft.	40 ft.
Rear	5 ft.	6.5 ft.	6.5 ft.	6.5 ft.
Side (E)	5 ft.	0 ft.	12.5 ft.	10.5 ft.
Side (W)	5 ft.	6 ft.	0 ft.	7.5 ft.
Street Side	7.5 ft.	N/A	N/A	10.5 ft.

Maximum Impervious Surface (UDC Table 3.7-2)

The code allows 60% of maximum impervious surface in the R/MD zone district and requires 40% pervious surface (UDC Table 3.7-2).

When going through the Administrative Site Plan Review in March of last year, the applicant proposed that the landscaped area within the Industry Way Easement be counted toward the required 40% pervious surface. The discussion centered on the fact that this area would remain landscaped, except for the shared driveway, until the time that Industry Way road connection was constructed. Staff considered that the proposed development was in compliance with UDC Table 3.7-2 at the time of approval of Administrative Site Plan Review application as follows:

Required

6,534 sq. ft. Maximum Impervious Lot Coverage
4,356 sq. ft. of Pervious Surface

Proposed:

6,482 sq. ft. Maximum Impervious Lot Coverage
4,408 sq. ft. of Pervious Surface

It was understood if the Easement was improved for use of a road in the future, it was possible that this property would no longer comply with UDC Table 3.7-2. As a result, the approval of this application included approval of the proposed Maximum Impervious Lot Coverage Standard under UDC Section 5.1.3. Alternative Compliance. This was based on the following findings:

1. The proposed standard achieves the intent of pervious surface to a better degree than the standard due to the community benefit of future Industry Place extension.

2. The proposal advances the goals and policies of the Comprehensive Plan and this Code to a better degree than the subject standard as a future extension of Industry Place would meet Goal 3 of the 2013 Comprehensive Plan to “connect the east and west sides of town across the highway” and Strategy C to “establish a new multi-modal street connection between 8th Street and Highway 133 north of Main Street, and Implementation Measure to “extend Industry Place to connect with 8th Street...”
3. The proposal results in benefits to the community that exceed benefits associated with the subject standard; and
4. The proposal imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this ordinance.

Utilities

Water and sewer service lines extend off of 8th Street along a 15 ft. Utility and Maintenance Easement just south of the units. Each lot has its own service lines and meter.

There should be a maintenance agreement or a plat note that assigns responsibility for maintenance and repair of the Utility and Maintenance Easement if the easement is disturbed due to repair or replacement of the utilities. This has been made a condition of approval.

Plat

If this application is approved, a Subdivision Exemption Plat that complies with UDC Section 2.6.5.C.1 will need to be submitted to the Town for review and approval. The plat will need to be prepared by a licensed surveyor.

In addition, a party wall agreement for the duplex to address maintenance of common elements should be submitted to the Town for review and approval. This will need to be recorded with the subdivision plat.

The floor plans submitted for the building permit reflect separate entrances at the rear of the three units leading to the basements. Each unit also has a wet bar in the basement. Town Staff was concerned at the time of building permit review, that the basements could easily be converted into ADUs. This would not be allowed under the R/MD zoning as the UDC requires 3,000 sq. ft. for each dwelling unit. A condition was placed on the building permit that the basements were not allowed to be used as a separate apartments.

Staff would suggest that a plat note prohibiting the conversion of the basement into an ADU be added to the Subdivision Exemption Plat. This would put future property

owners on notice that this is not allowed. The placement of a plat note has been made a condition of approval.

Fees

Park Development, School District and Fire District fees are due at the time of subdivision. These fees have been made conditions of approval.

Subdivision (UDC Section 2.6.6):

The Planning Commission may approve a Subdivision Exemption if it finds the following:

1. The subject property is suitable for subdivision within the meaning of Chapter 17.06;
2. All public utilities are in place on, or immediately adjacent to, the subject property;
3. Each lot has the necessary dedicated public access required by this code at the time of the subdivision exemption application;
4. The subdivision plat shall comprise and describe not more than three lots and, unless the property to be subdivided is wholly owned by the Town or another federal, state or local government entity, the entire parcel to be subdivided shall be no more than five acres in size; and
5. The preparation of engineered design data and specifications is not needed to enable the commission to determine that the subject property meets the design specifications Chapter 17.06.

Staff is supportive of the proposed subdivision exemption. This property is located in the Developed Neighborhoods area in the 2013 Comprehensive Plan. The Comprehensive Plan states this designation is intended to provide for neighborhood stability while allowing remodeling, replacement and new construction. The proposed subdivision provides individual ownership of these residential units near the Downtown.

The Comprehensive Plan goes on to state future multi-modal improvements to sidewalks and street crossings will provide connections between stable neighborhood. Special emphasis is placed on connecting the east and west sides of town across Highway 133. The Industry Way Easement provided will move the Town forward on its goal to provide a new east/west connection through Town.

A new sidewalk along 8th Street was made a condition of approval during the Administrative Site Plan Review.

RECOMMENDATION

Staff recommends that the following motion be approved: **Move to approve the Subdivision Exemption with the recommended findings and conditions below.**

Recommended Conditions:

1. All representations of the Applicant and Applicant's representatives at the Public Hearing shall be considered conditions of approval of this subdivision exemption.
2. The Subdivision Exemption Plat shall be in a form acceptable to and approved by Town Staff and the Town Attorney prior to recording. Applicant shall execute and record the plat with the Garfield County Clerk and Recorder within three (3) months of approval by the Planning Commission.
3. The Subdivision Exemption Plat shall reflect a plat note prohibiting the conversion of the basements into separate dwelling units.
4. The applicant shall provide a maintenance agreement or a plat note outlining maintenance responsibilities for the Utility and Maintenance Easement in the event a utility line is replaced or repaired. This agreement shall be reviewed and approved by the Town prior to recordation of the plat.
5. The applicant shall provide a party wall agreement for the duplex for Staff review and approval prior to recordation of the plat.
6. The following Park Development, School District and Fire District fees shall be paid prior to recordation of the plat, unless waived by the School District, Fire District or Board of Trustees:

Park Development

3 units @ \$700	= \$2,100
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Fire District

3 units @ \$730	= \$2,190
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School District

1 4-bdrm SFD	= \$2,237
2 4-bdrm Duplex Units	= \$2,086

Total	= \$8,613
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7. The applicant shall be responsible for the costs of recordation of the approval documents.

Recommended Findings:

Subdivision Exemption:

1. The subject property is suitable for subdivision and is in compliance with Chapter 17.06 Subdivision;
2. All public utilities are in place on, or immediately adjacent to, the property;
3. Each lot has the necessary dedicated public access off 8th Street;
4. The subdivision plat includes no more than three lots and is no more than five acres in size; and
5. The preparation of engineered design data and specifications is not needed to enable the commission to determine that the property meets the design specifications in Chapter 17.06 Subdivision.

Prepared by: Janet Buck, Planning Director

PRIMO PROPERTIES, LLC

P.O. Box 1307 Aspen, CO 81612

C/O Colter Smith

(970) 309-2000

Date: 2/28/19

Re: Subdivision Application 415 N. 8th St Carbondale, CO 81623

To: Town of Carbondale Planning Dept.

- I. See attached site plan designating lots 1, 2 and 3.
- II. The proposed lot's subdivision creates 3 smaller residential lots that meet the lot area requirements, and min. dimensions within the R/MD zone district, while providing an efficient use of land area towards a greater density of housing within the neighborhood. This in turn helps alleviate the housing shortage within the Town of available single-family, multi-bedroom properties of a moderate size. The proposed subdivision further provides individual ownership of a diversity of residential building types as supported by the 'purpose statement' in the UDC for the R/MD district. Lastly, the community benefit of shifting the lot frontage and property's front side access to the future Industry Place TOC easement supports benefits expressed by the Town and are in support of the 2013 Comprehensive Plan (Goal 3 and Strategy C).
- III. The intended use of the property will be residential, and the zoning is medium density.
- IV. The completed project will include 1 residence on each lot, total of 3 residences. Each unit will have 4 bedroom and 4 bathrooms with 2,572SF of net livable heated space along with a single bay, 219 SF garage.
- V. See attached evidence of ownership. Deed of Trust dated November 2nd, 2015.
- VI. Primo Properties will provide a written legal description of the utility easement for each unit which is delineated on the site plan attached. We will also include a common area maintenance agreement for the 3 lots for the area within the TOC easement which will be in effect until the town utilizes the easement. The language will be approved by the TOC prior to final approval.

Sincerely,



Colter Smith, Manager

Primo Properties, LLC



Town of Carbondale
511 Colorado Ave
Carbondale, CO 81623
(970)963-2733

Pre-Application Meeting Date _____

Fees 300.00 Date Pd 3-1-19

Land Use Application

PART 1 – APPLICANT INFORMATION

Applicant Name: Colter Smith Phone: 970-309-2000

Applicant Address: PO Box 1307 Aspen, CO 81612

E-mail: Colter@aspenlocal.com

Owner Name: Primo Properties, LLC Phone: 970-309-2000

Address: PO Box 1307 Aspen, CO 81612

E-mail: Colter@aspenlocal.com

Location of Property: provide street address and either 1) subdivision lot and block; or 2) metes and bounds:

415 N, 8th St Carbondale, CO 81623 See attached legal description

PART 2 – PROJECT DESCRIPTION

General project description:

Subdivision of existing lot into 3 separate parcels at 415 N. 8th St in Carbondale, CO 81623

Size of Parcel: 10890 # Dwelling Units: 3 Sq Ftg Comm: 7,716 LvHtSf

Type of Application(s): Subdivision Application

Existing Zoning: Medium Density Proposed Zoning: Medium Density

PART 3 – SIGNATURES

I declare that I have read the excerpt from the Town of Carbondale Municipal Code Article 8 Land Use Fees. I acknowledge that it is my responsibility to reimburse the Town for all fees incurred as a result of this application.

I declare that the above information is true and correct to the best of my knowledge.

[Signature] 3/1/19
Applicant Signature Date

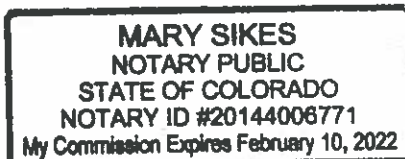
Signature of all owners of the property must appear before the application is accepted.

[Signature] 3/1/19 [Signature]
Owner Signature Date Owner Signature Date

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The above and foregoing document was acknowledged before me this 1st day of March 2019, by Mary Sikes.

Witness my hand and official
My commission expires:



[Signature]
Notary Public



**Town of Carbondale
Subdivision Exemption
Checklist
(970) 963-2733**

Project Name: Brother's Housing
Applicant: Primo Properties, LLC
Applicant Address: PO Box 1307 Aspen, CO 81612
Location: 415 N. 8th St Carbondale, CO 81623
Date: 3/1/19
Staff Member: Tanet Buck

Section 2.3 of the UDC requires a pre-application meeting with
planning staff prior to submittal of a land use application.

Per Section 2.3.2.B of the UDC, the Planning Director shall
determine the form and number of application materials required.

Required Attachments

- ☒ Filing Fee of \$300 and Land Use Application (separate attachment)
- ☒ a. The following shall be submitted with a subdivision exemption application:
- i. A sketch plan drawn to scale showing existing and proposed lot configurations, existing structures, existing utility lines, and dedicated public access;
 - ii. A written statement explaining why the subdivision meets the purposes of this Code;
 - iii. A written statement of the intended uses and proposed densities of each parcel in the subdivision;
 - iv. If the parcels have existing residential units or will be used for residential units, a written statement indicating how many bedrooms each unit has or will have; and
 - v. Evidence of title or ownership of the applicant to the property, including any mineral, gravel, and oil and gas leases, reservations, or separate ownerships.
- b. As a condition of processing and granting the application, the Town may require at any stage of the proceedings such engineering specification and data as are necessary to enable it to determine that the proposed subdivision will meet all of the applicable design and improvement standards in Chapter 17.06.Subdivision.

- ☒ Additional information requested at the pre-application meetings:

Written description on
leasehold

BROTHERS SUBDIVISION

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN LOT 5 OF SECTION 34, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF CARBONDALE, GARFIELD COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF EIGHTH STREET IN SAID TOWN OF CARBONDALE WHENCE THE S1/4 CORNER OF SAID SECTION 34 BEARS S 00°38'E 100 FEET AND S 28°49'E 3601.2 FEET; THENCE S 89°22'W 106.95 FEET; THENCE N02°59'W 100.08 FEET; THENCE N 89°22'E 111.05 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID EIGHTH STREET; THENCE S 00°38'E 100.00 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, CONTAINING 0.25 ACRE MORE OR LESS.

PRIVATE SEWER LINE

PRIVATE WATER SUPPLY LINE

ROAD/DRIVE SURFACE

GAS METER

ELECTRIC MAIN

CABLE HOOKUP

SITE SUMMARY & BEDROOM COUNT (PROPOSED)

(PRE-SUBDIVISION) LOT AREA	10,890	SF
TOWN EASEMENT AREA	2,687	SF
LOT 1		
BEDROOMS	4	
LOT AREA	3,010	SF
IMPERVIOUS AREA	1,501	SF
LOT 2		
BEDROOMS	4	
LOT AREA	3,646	SF
IMPERVIOUS AREA	1,592	SF
LOT 3		
BEDROOMS	4	
LOT AREA	4,234	SF
IMPERVIOUS AREA	1,579	SF

STAMP

REV	ISSUE	DATE
1	APPLICATION SUBMITTAL	03/04/2019
2	REVISION SUBMITTAL	04/05/2019

2019-04-05 9:56:27 AM
© COPYRIGHT 2018 - ALL MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL UNPUBLISHED WORK OF BLDG SEED ARCHITECTS AND MAY NOT BE DUPLICATED, USED OR DISCLOSE WITHOUT THE WRITTEN CONSENT OF BLDG SEED ARCHITECTS.

SUBDIVISION
CONCEPT PLAN
PROPOSAL



1 PROPOSED SITE PLAN
1/8" = 1'-0"



Reception#: 904525
03/19/2018 04:25:26 PM Jean Alberico
1 of 4 Rec Fee: \$28.00 Doc Fee: 0.00 GARFIELD COUNTY CO

TOWN OF CARBONDALE
FINDINGS OF FACT AND GRANT OF APPROVAL OF
ALTERNATIVE COMPLIANCE,
ADMINISTRATIVE SITE PLAN REVIEW AND
CONDITIONAL USE PERMIT
PERMIT NO: LU18-00006
MARCH 7, 2018

<u>TYPE OF APPLICATION:</u>	Conditional Use Permit and Administrative Site Plan Review
<u>APPLICANT:</u>	Ramsey Fulton of Bldg Seed Architects
<u>OWNER:</u>	Primo Properties, LLC
<u>PROPERTY LOCATION:</u>	415 N. 8 th Street, Carbondale CO
<u>ZONE DISTRICT:</u>	Residential/Medium Density
<u>LOT SIZE:</u>	10,890 sq. ft.
<u>PRESENT LAND USE:</u>	Two Mobile Homes
<u>PROPOSED LAND USE:</u>	Single Family Dwelling and Duplex

The Town of Carbondale **hereby grants approval of Alternative Compliance, an Administrative Site Plan Review and a Conditional Use Permit** application for the property located at 415 N. 8th Street, Carbondale, CO. The approval is to allow one duplex and one single family dwelling on the parcel for a total of three units.

On February 9, 2018, the owner, Primo Properties, LLC, entered into an Easement Purchase and Sale Agreement (Agreement) with the Town to allow the Town to purchase a perpetual, exclusive easement and right-of-way (the Easement) across the property. Specifically, the Easement is a .25 acre area within and along the southern 25-foot portion of the property. The Agreement allows the owner to utilize the Easement to access up to three multifamily residential units to be developed upon the property.

The easement is for the possible extension of Industry Place through the property to connect to 8th Street, creating another east/west connection through Town. This has been a long-term goal of the Town.

In order to develop the property with the three units, the Owner is restricted to 60% of Maximum Impervious Lot Coverage and is required to provide 40% pervious surface (under UDC Table 3.7-2).

In order to meet the 40% pervious surface requirement, the applicant is proposing that the landscaped area within the Easement be counted toward the required 40% pervious surface. It is unknown if or how the Easement area will be improved in the future. However, the proposed development is in compliance with Table 3.7-2 at the time of approval of this application as follows:

Required

6,534 sq. ft. Maximum Impervious Lot Coverage
4,356 sq. ft. of Pervious Surface

Proposed:

6,482 sq. ft. Maximum Impervious Lot Coverage
4,408 sq. ft. of Pervious Surface

It is understood if the Easement is improved for use of a road in the future, it is possible that this property will no longer comply with UDC Table 3.7-2. As a result, the approval of this application includes approval of the proposed Maximum Impervious Lot Coverage Standard under UDC Section 5.1.3. Alternative Compliance. This is based on the following findings:

1. The proposed standard achieves the intent of pervious surface to a better degree than the standard due to the community benefit of future Industry Place extension.
2. The proposal advances the goals and policies of the Comprehensive Plan and this Code to a better degree than the subject standard as a future extension of Industry Place would meet Goal 3 of the 2013 Comprehensive Plan to "connect the east and west sides of town across the highway" and Strategy C to "establish a new multi-modal street connection between 8th Street and Highway 133 north of Main Street, and Implementation Measure to "extend Industry Place to connect with 8th Street..."
3. The proposal results in benefits to the community that exceed benefits associated with the subject standard; and

4. The proposal imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this ordinance.

Findings for Site Plan Review

1. The site plan is consistent with the Comprehensive Plan;
2. There are no previously approved subdivision plat, planned unit development, or any other precedent plan or land use approval related to this property;
3. The site plan complies with all applicable development and design standards set forth in this Code; and
4. Traffic generated by the proposed development will be adequately served by existing streets within Carbondale.

Findings for Conditional Use Criteria


1. The site meets all the criteria specified in the UDC.
2. The proposed use is consistent with the Comprehensive Plan as it provides an east/west connection through Town.
3. The site is in conformance with the UDC;
4. The proposed use is planned in a manner that will minimum adverse impacts on the traffic in the neighborhood and surrounding uses;
5. The proposed use is compatible with adjacent uses in terms of scale and design.

Conditions of Approval

1. All development shall comply with the Site Plan prepared by Bldg Seed Architects dated January 26, 2018.
2. The applicant shall be responsible for construction of a concrete sidewalk along 8th Street. The sidewalk will extend from the north property line to the northerly edge of the access easement. The width and location shall be subject to review of the Public Works Director at the time of building permit.
3. The Applicant shall comply with all applicable residential fire and building code provisions for the protection of the health and safety of residents and the general public.
4. Fees in lieu of water rights may be due at the time of building permit.

Reception#: 904525
03/19/2018 04:25:26 PM Jean Aiberico
4 of 4 Rec Fee: \$28.00 Doc Fee: 0.00 GARFIELD COUNTY CO

Approval:


Janet M. Buck
Planning Director
Town of Carbondale

3-19-18
Date



**TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623**

**Planning and Zoning Commission
Memorandum**

Meeting Date: 4-11-2019

TITLE: Triple Canna LLC. Retail Cultivation

SUBMITTING DEPARTMENT: Planning

ATTACHMENTS: Application

BACKGROUND:

Triple Canna LLC. have submitted an application to operate a Retail Marijuana Cultivation at 220 N 12th Street. There has been a cultivation operation at this location since approximately 2015 with no known issues being reported to the Town. The operation will require a building permit and review by the Building Official.

DISCUSSION

A retail marijuana cultivation facility is allowed through a Special Use Permit in the Industrial zone district. Cultivation facilities are prohibited within 500 feet of any school or day care facility and within 500 feet of any alcohol and drug treatment facility. Staff have determined that the proposed facility is not within the 500-foot limit for schools, daycare or treatment facilities.

PARKING:

The facility is proposed to continue to be operated as a cultivation operation as well as the Marijuana Infused Product Manufacturing Facility (a separate application). The facility is broken down by the uses within the building for the parking requirements;

Cultivation operations = 1 parking spot (1 per 750 square feet)

MIP, per Table 5.8-2 Schedule B Manufacturing Area

= 4 parking spots (1 per 250 square feet)

= 5 parking spaces in total are provided on site.

The parking is provided to the front and side of the building and is adequate.

TRAFFIC IMPACTS:

As there is no licensed dispensary or retail store on site there is no foreseeable traffic impacts.

SPECIAL USE PERMIT:

A Special Use must meet the following Special Use Permit criteria:

- a. An approved special use shall meet the purposes of the zone district in which it will be located and all of the criteria and regulations specified for such use in that zone district, including but not limited to height, setbacks and lot coverage;
- b. An approved special use shall comply with all applicable fire, building, occupancy and other municipal code provisions adopted by the Town of Carbondale for the protection of public health, safety and welfare;
- c. An approved special use shall not have an adverse impact on the traffic in a neighborhood;
- d. An approved special use shall not otherwise have an adverse effect upon the character of surrounding uses.
- e. There are no impacts of the proposed use on adjacent properties and the surrounding neighborhood or such impacts have been minimized in a satisfactory manner.
- f. The impacts of the use, including but not limited to its design and operation, parking and loading, traffic, noise, access to air and light, impacts on privacy of adjacent uses, and others, shall not create a nuisance and such impacts shall be borne by the owners and residents of the property on which the proposed use is located rather than by adjacent properties or the neighborhood.
- g. Access to the site shall be adequate for the proposed use, considering the width of adjacent streets and alleys, and safety.
- h. The project is in scale with the existing neighborhood or will be considered to be in the scale with the neighborhood as it develops in the immediate future.
- i. The project maximizes the use of the site's desirable, natural characteristics.
- j. Where applicable, the use will provide well-located, clean, safe and pleasant additional dwelling units in an existing neighborhood.

The Town may impose conditions it feels necessary to ensure that a proposed special use meets the purposes in the zoning code and to protect the public health, safety and general welfare of the Town and surrounding neighborhood. The Town has broad authority to deny a special use if it determines a proposed use is incompatible with the neighborhood.

RECOMMENDED FINDINGS:

- a. The proposed use meets the purposes of the Industrial zone district.
- b. The cultivation operation shall be required to comply with all applicable fire, building, occupancy and other municipal code provisions adopted by the Town of Carbondale for the protection of public health, safety and welfare.
- c. The proposed use does not have an adverse impact on the traffic and parking in the neighborhood.
- d. The cultivation operation does not have an adverse effect upon the character of surrounding uses.
- e. With the conditions of approval, the impacts of the proposed use on adjacent properties and the surrounding neighborhood have been or will be minimized in a satisfactory manner.
- f. The impacts of the cultivation operation, including but not limited to its operation, parking, traffic, noise, access to air and light, impacts on privacy of adjacent uses, and others, will not create a nuisance and such impacts would be borne by the owners and residents of the property on which the proposed use is located rather than by adjacent properties or the neighborhood.
- g. The project is in scale with the existing neighborhood.
- h. The project maximizes the use of the site's desirable, natural characteristics.

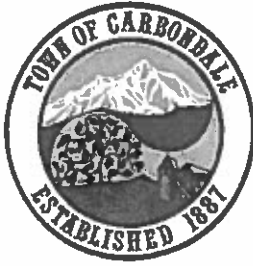
RECOMMENDATION:

Staff recommends that the following motion be approved: **Move to recommend approval of a Special Use Permit for the operation of a Retail Cultivation Operation to be located at 220 North 12 Street, Carbondale, Colorado, with the following conditions:**

- 1. The Special Use Permit shall be limited to a Retail cultivation operation.
- 2. All parking shall be limited to the employees of the operation and shall not impact the other units in the building nor the surrounding neighborhood.

3. That the operation shall significantly control or mitigate any odor, waste water and hazardous material impacts to the Town and surrounding uses.
4. The Applicant shall comply at all times with State Regulations governing the operation of a Retail cultivation.
5. The Applicant shall comply at all times with any Town regulations relating to the operation and licensing of the Retail cultivation.
6. The Applicant shall comply with all applicable fire and building code provisions for the protection of the health and safety of adjacent properties, units and the general public.
7. That the Owner is to provide Material Data Safety Sheets (MSDS) to the Town for all chemicals on site to be forwarded to the Fire Marshall and the Town Utility Director for review.
8. That the applicant shall apply for and receive all required building permits as determined by the Building Official before any cultivation may commence.
9. All representations of the Applicant made before the Town during public hearings shall be considered a condition of approval.

Prepared By: John Leybourne



Town of Carbondale
511 Colorado Ave
Carbondale, CO 81623
(970)963-2733

Pre-Application Meeting Date _____
Fees 400.00 Date Pd 2-15-19

Land Use Application

PART 1 – APPLICANT INFORMATION

Applicant Name: TRIPLE CANNA LLC Phone: (970) 948-8672
Applicant Address: 5353 W. SOPRIS CK. RD. BASALT, CO 81621
E-mail: CANDACE RESNICK@HOTMAIL.COM
Owner Name: JOINER REALESTATE LLC Phone: (970) 379-6300
Address: 78 UPLAND LN. CARBONDALE
E-mail: tsj-4258@GMAIL.COM

Location of Property: provide street address and either 1) subdivision lot and block; or 2) metes and bounds:

220 N. 12th ST. UNIT A STE. II, 12ST INDUSTRY PLACE LOT 7-9

PART 2 – PROJECT DESCRIPTION

III, IV AND ADJOINING HALLWAY AREA

General project description:

RETAIL MARIJUANA CULTIVATION - GROWING
MARIJUANA PLANTS, CLONES, SEED + GENETICS

Size of Parcel: 23,958 SQ' # Dwelling Units: 0 Sq Ftg Comm: 1037 SQ FT.

Type of Application(s): RETAIL MARIJUANA CULTIVATION

Existing Zoning: I Proposed Zoning: I

PART 3 – SIGNATURES

I declare that I have read the excerpt from the Town of Carbondale Municipal Code Article 8 Land Use Fees. I acknowledge that it is my responsibility to reimburse the Town for all fees incurred as a result of this application.

I declare that the above information is true and correct to the best of my knowledge.

[Signature]
Applicant Signature

1/29/19
Date

Signature of all owners of the property must appear before the application is accepted.

[Signature]
Owner Signature

1/23/19
Date

Owner Signature Date

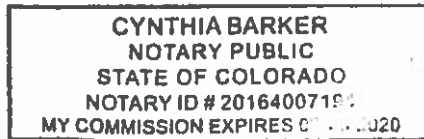
STATE OF COLORADO
COUNTY OF GARFIELD

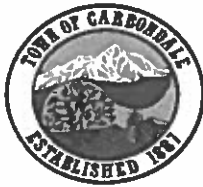
)
) ss.
)

The above and foregoing document was acknowledged before me this
23rd day of JANUARY 2019, by Candace Resnick
Thomas Joiner

Witness my hand and official
My commission expires:

Cynthia Barker
Notary Public





Town of Carbondale

Special Use Permit

Checklist

(970) 963-2733

Project Name: TRIPLE CANNA RETAIL MARIJUANA CULTIVATION
Applicant: TRIPLE CANNA LLC
Applicant Address: 5353 W. SOPRIS C/K. RD. BASALT, CO 81621
Location: 220 N. 12th ST. UNITA STES II, III, IV + HALLWAY (1037 SQ FT
Date: 1/29/19 WITHIN UNITA
Staff Member:

Section 2.3 of the UDC requires a pre-application meeting with planning staff prior to submittal of a land use application.

Per Section 2.3.2.B of the UDC, the Planning Director shall determine the form and number of application materials required.

Required Attachments

- ☐ Filing Fee of \$400 for Special Use Permit & Land Use Application (separate attachment).
- ☐ A letter requesting the review of the proposed plan for the building project.
- ☐ Proof of property ownership.
- ☐ A site plan showing the footprint of all buildings, existing and proposed parking configurations, trash locations, driveways and circulation, alleys, sidewalks, fences, open space, the location of all utilities and easements, and the design of each structure proposed, and other details demonstrating conformance with regulations and development standards applicable to the proposed use, the site, and the zoning district in which the use will be located.
- ☐ A description of the uses on the adjacent properties (including the number of dwelling units if known) and on the surrounding block, to the extent this can be determined by observation and photographs of the streets (and where applicable, alleys) to document the existing site, surrounding uses and parking conditions.
- ☐ Rules and regulations to govern the proposed use if applicable;
- ☐ If applicable, conceptual building elevations with notes indicating types of construction, exterior finishes, location of entry doors, decks, etc. Such plans shall be drawn at a scale suitable for definitive review.

- [illegible]

1/29/19

TO:

Town of Carbondale
Planning Department
Re: Special Use Permit

FROM:

Triple Canna LLC
Candace Resnick (member)
Mailing address: 5353 W. Sopris Ck. Rd. Basalt, CO 81621
Proposed business location: 220 N. 12th St. Unit A Ste. II
Carbondale, CO 81623

To Carbondale Planning and Zoning commissioners,

Triple Canna LLC requests that you review our Land Use/
Special Use permit Application, and all associated documentation
attached.

This property is located within the General Industrial (I) zone district and is bordered by (I) zone district on the north, east and west. The Commercial/Wholesale/Retail (CRW) zone district is nearby and the Commercial/Transitional (CT) Zone district is to the south. The business activity governed by the special use permit will take place in Unit A Ste. II, III and IV and adjoining hallway area. The predominant activity surrounding the proposed location for which the special use permit is being requested is industrial. Unit A has previously operated as a Licensed Retail Marijuana Cultivation facility and has to date created no problems for adjoining property owners, thus setting a positive precedent for approval of our application.

All of Triple Canna's Retail Cultivation business activity will take place within the permitted and secured premises designated as Ste. II, III and IV and adjoining hallway space within Unit A. The secured premises will have one egress door opening into a common area as well as one entrance/egress door to the outside. Both doors will have a commercial grade lock, alarm system and monitored camera surveillance. The common area includes a bathroom and also a hallway area which exits to the outside. This exterior door also has a commercial lock, and monitored alarm system. The building which houses Unit A and in turn the proposed business is metal clad industrial construction. The security system (per MED and Town of Carbondale regulations) for the permitted premises will have 24 hour a day security surveillance (contracted with independent off-site security company).

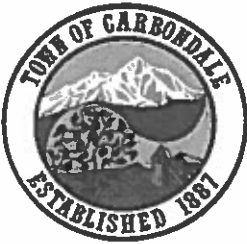
Also, please find included in this packet:

- Land Use Application
- Special Use Permit checklist
- Business Operation Description
- List of adjacent property owners within 300' radius
- Zoning Maps and Arial Photo
- Site, Building plan and elevations
- Photos
- Odor mitigation plan

Please feel free to contact me for any additional information needed to assist you with your review of our application.

Thank you for your time and consideration,


Candace Resnick
970-948-8672
candaceresnick@hotmail.com



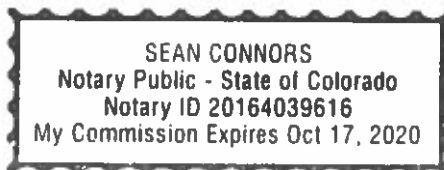
Town of Carbondale Affidavit of Mailing


The undersigned certifies that he/she mailed the attached Notice of Hearing by First Class Mail, postage prepaid as required by the Carbondale Municipal Code. The people on the attached list were sent the Notice of Hearing. In addition, notices were posted on the property.

Date of Mailing: 3/21/19

By: 
CANDACE RESNICK

Subscribed and sworn before me this 21 day of March, 20 19.



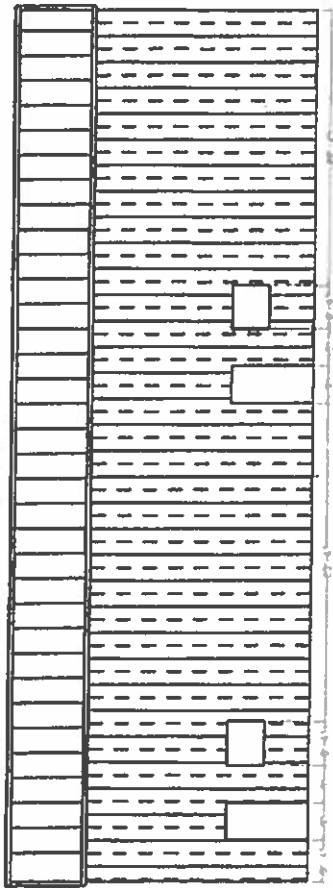

Notary

My commission expires: 10/17/2020

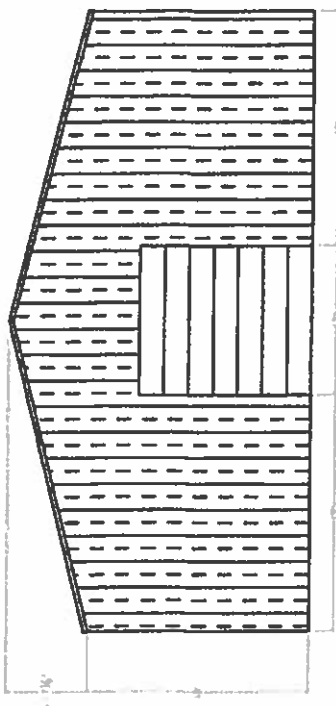
Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
239333100002	888 133 HWY CARBONDALE	NATIONAL PROPANE, L P	R340807	PO BOX 798 VALLEY FORGE, PA 19482-9908
239333100006	762 INDUSTRY PL CARBONDALE	ROACH, PAUL G & LINDA L	R090135	762 INDUSTRY WAY STE 1 CARBONDALE, CO 81623
239333136004	770 INDUSTRY PL CARBONDALE	770 INDUSTRY PLACE CONDOMINIUMS ASSOCIATION, INC	R580439	82 NORTHWAY DRIVE ASPEN, CO 81611-2290
239333139006	804 133 HWY CARBONDALE	K CUATRO LLC	R007863	PO BOX 2412 ASPEN, CO 81612
239333139007	133 HWY CARBONDALE	RED ROCK PLAZA CONDOMINIUM ASSOCAITION	R007864	804 HIGHWAY 133 CARBONDALE, CO 81623
239333140001	898 133 HWY #101 CARBONDALE	MONKEY HOUSE CARBONDALE LLC	R007871	898 HIGHWAY 133 UNIT 101 CARBONDALE, CO 81623
239333140002	133 HWY CARBONDALE	YOUNG, CASEY & RUTH	R007872	90 KIOWA CARBONDALE, CO 81623
239333140003	133 HWY CARBONDALE	MITCHELL, JOEL	R007873	0898 HIGHWAY 133 STE 103 CARBONDALE, CO 81623
239333140004	898 133 HWY #104 CARBONDALE	TGH PROPERTIES LLC	R007874	0898 HIGHWAY 133, SUITE 303 CARBONDALE, CO 81623
239333140006	133 HWY CARBONDALE	CRYER, BARRY ARTHUR	R007876	898 HWY 133, STE 301 CARBONDALE, CO 81623
239333140007	133 HWY CARBONDALE	CRYER, BARRY ARTHUR	R007877	898 HIGHWAY 133 SUITE #301 CARBONDALE, CO 81623
239333140008	133 HWY CARBONDALE	HEUER, THOMAS	R007878	0898 HIGHWAY 133 #303 CARBONDALE, CO 81623
239333140009	898 133 HWY #304 CARBONDALE	COWGIRL, A COLORADO LIMITED LIABILITY COMPANY	R007879	40 OAK RUN CARBONDALE, CO 81623
239333140017	133 HWY CARBONDALE	E T PLAZA INDUSTRIAL PARK PLANNED COMMUNITY ASSOC	R007887	0898 HIGHWAY 133 CARBONDALE, CO 81623
239333140018	181 12TH ST CARBONDALE	DURGIN COMMERCIAL CONDO, LLC	R083470	PO BOX 1690 CARBONDALE, CO 81623
239333140019	181 12TH ST CARBONDALE	202 INVESTMENTS LLC	R083471	PO BOX 493 SNOWMASS, CO 81654
239333148002	133 HWY CARBONDALE	CARBONDALE COMMERCIAL SERVICES, INC	R043631	1117 VILLAGE ROAD CARBONDALE, CO 81623
239333400014	958 133 HWY CARBONDALE	STEIN PROPERTIES LIMITED PARTNERSHIP	R340854	1624 W OLIVE AVENUE BURBANK, CA 91506-2459
239334200010	276 10TH ST CARBONDALE	PERUTZ, LUCY DIANA & BRITT, TOBYN STERLING	R340073	276 N 10TH STREET CARBONDALE, CO 81623
239334200031	766 133 HWY CARBONDALE	ASPEN COLORADO, CITY OF PITKIN COUNTY, COLORADO	R111252	130 SOUTH GALENA ASPEN, CO 81611
239334200033	302 N 10TH ST CARBONDALE	HARDER, MATHEW P & ELLY	R340257	1952 MEDICINE BOW ROAD ASPEN, CO 81611
239334233002	786 INDUSTRY PL CARBONDALE	INDEPENDENCE ENVIRONMENTAL SERVICES. INC	R580160	17607 HIGHWAY 82 CARBONDALE. CO 81623

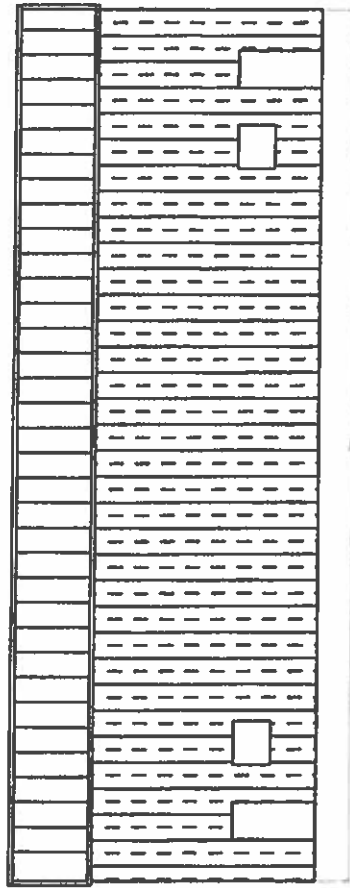
Parcel	Physical Address	Owner	Account Num	Mailing Address
239334268001	350 N 11TH ST CARBONDALE	KOSTER, DEREK & ELIZABETH PARKER	R041666	350 N 11TH STREET CARBONDALE, CO 81623
239334268002	215 10TH ST CARBONDALE	MCCAUSLAND, SUSAN E	R041667	PO BOX 4314 BOULDER, CO 80306
239334300037	211 10TH ST CARBONDALE	CRYMBLE, ARLO DEAN	R340398	211 N 10TH STREET CARBONDALE, CO 81623
239334300045	178 12TH ST CARBONDALE	VARLEY, CAROLE A	R340600	PO BOX 284 CARBONDALE, CO 81623- 0284
239334300046	188 12TH ST CARBONDALE	TWELFTH STREET HOLDINGS LLC	R340431	PO BOX 9553 ASPEN, CO 81612
239334300051	213 10TH ST CARBONDALE	GARVIK, KENNETH W REVOCABLE TRUST & GARVIK, ROBIN L REVOCABLE TRUST	R340200	424 STAGECOACH LANE CARBONDALE, CO 81623
239334350001	213 1/2 N 10TH ST #A CARBONDALE	POWELL, ROBYN & C WHEELER & LAWDER, KAREN	R340684	2275 EDGEMERE LAKE CIRCLE MARIETTA, GA 30062
239334350002	213 1/2 N 10TH ST #B CARBONDALE	FOX, LAUREN	R340685	213 1/2 NORTH 10TH STREET #B CARBONDALE, CO 81623
239334350003	213 1/2 N 10TH ST #C CARBONDALE	LEWIS, DAVID E & NEWTON, MONA L	R340686	708 GRANT AVENUE LOUISVILLE, CO 80027
239334350004	213 1/2 N 10TH ST #D CARBONDALE	TIPTON, CHRIS ALLEN	R340687	213 1/2 NORTH 10TH STREET #D CARBONDALE, CO 81623
239334350005	213 1/2 N 10TH ST CARBONDALE	SOUTHVIEW CONDO ASSOCIATION, INC	R340931	PO BOX 1370 BASALT, CO 81621-1370
239334387004	N 10TH ST CARBONDALE	PCI, LLLP	R041917	PO BOX 700 GLENWOOD SPRINGS, CO 81602
ROW	Not available null			



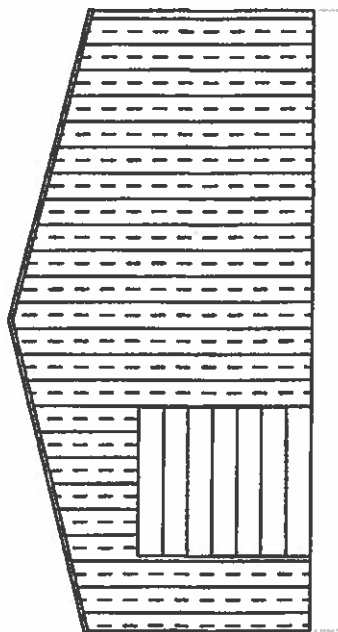
WEST ELEVATION



NORTH
ELEVATION

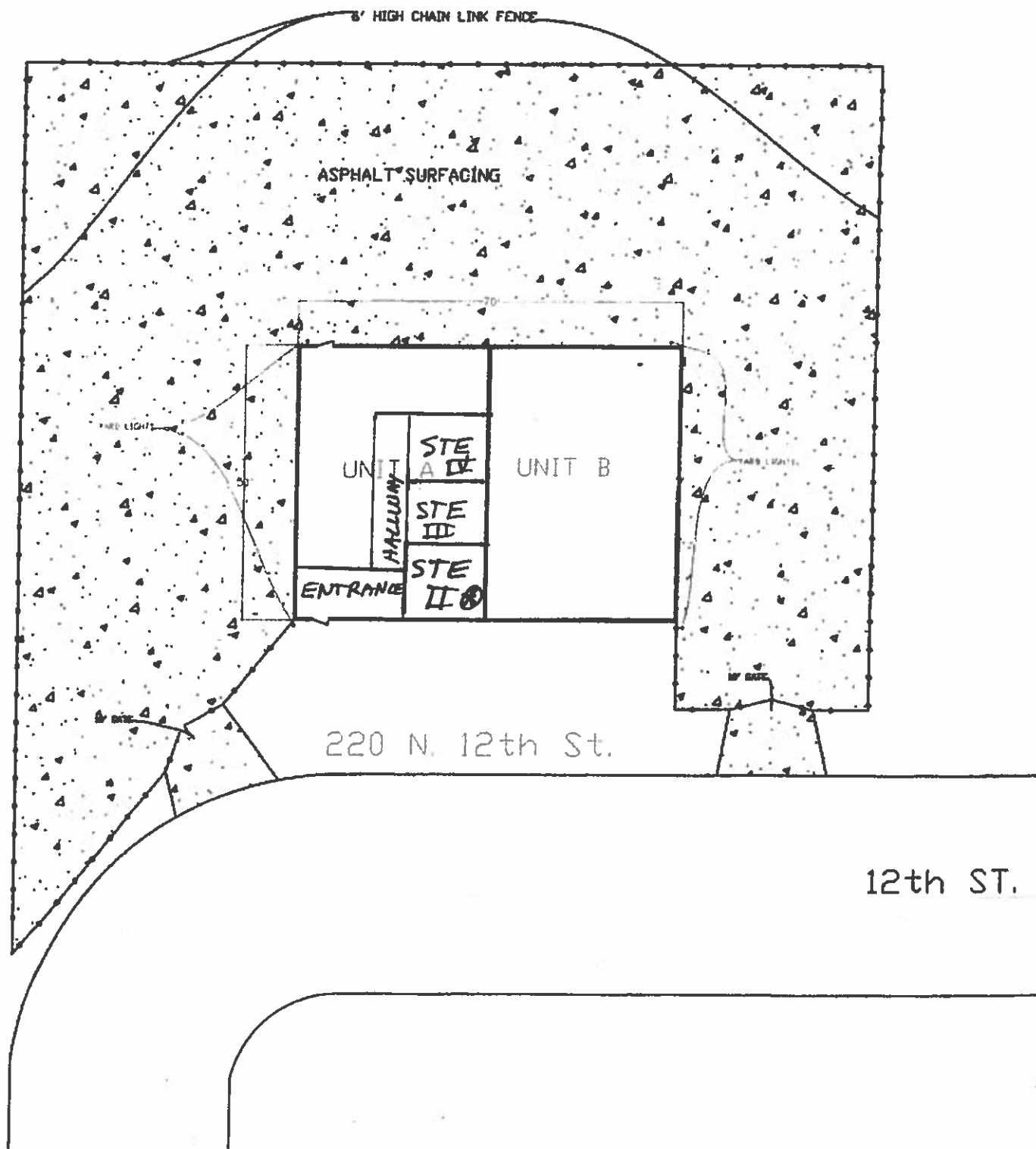


EAST ELEVATION



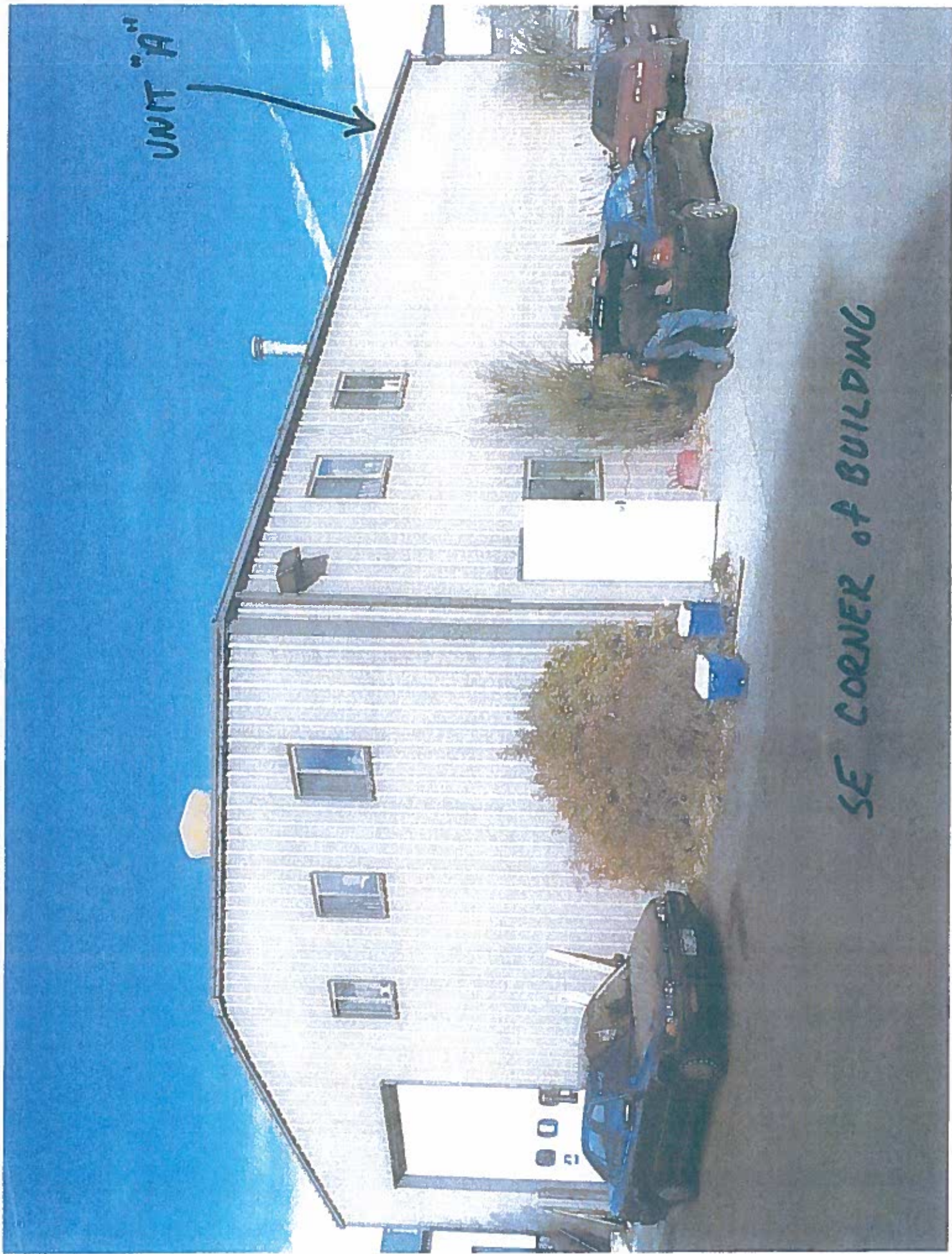
SOUTH
ELEVATION

BUILDING ELEVATIONS
220 N. 12th. St



220 N. 12th St.
Property Plan Layout
and Exterior Lighting

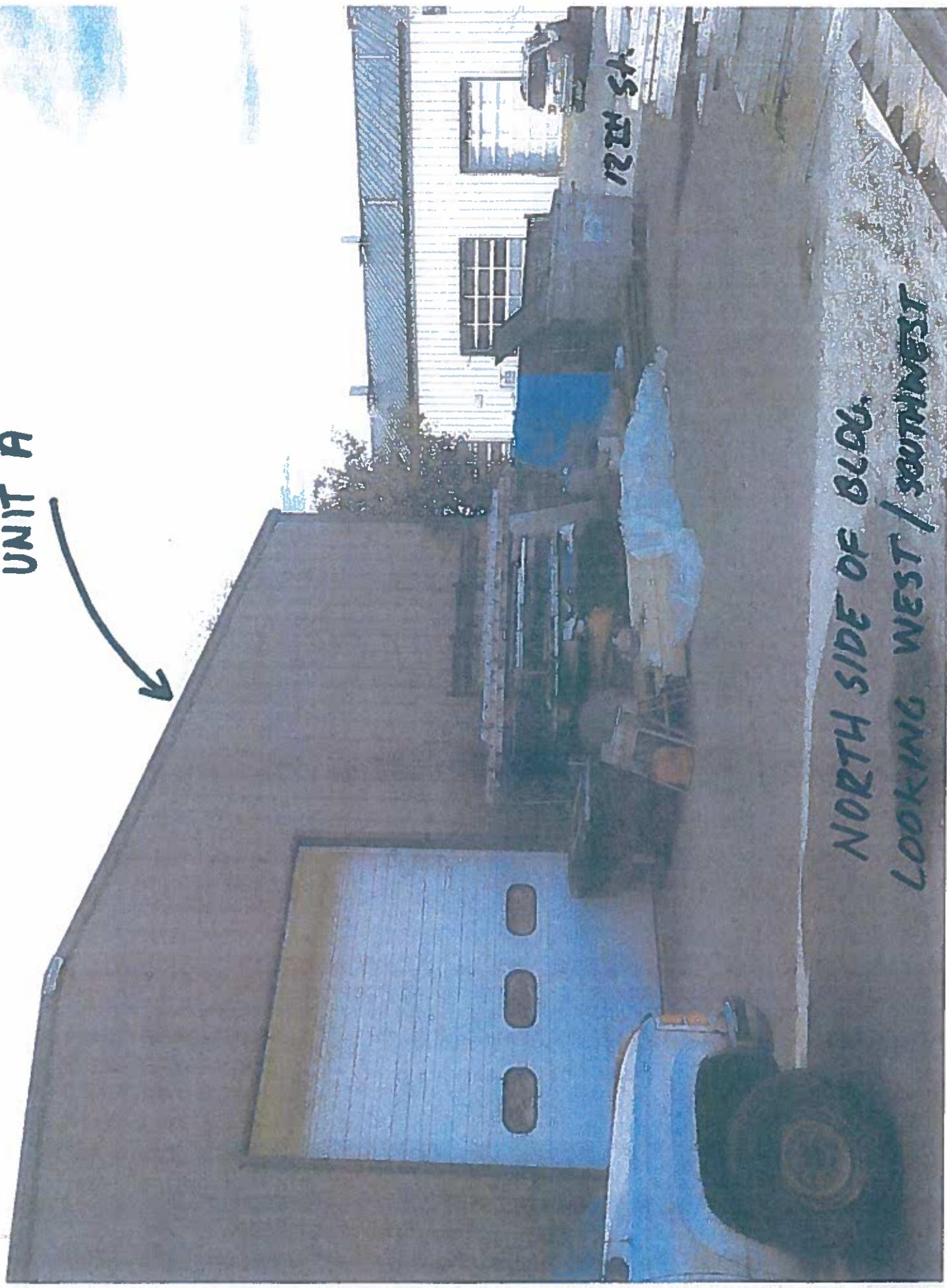
Ⓢ NOT TO SCALE



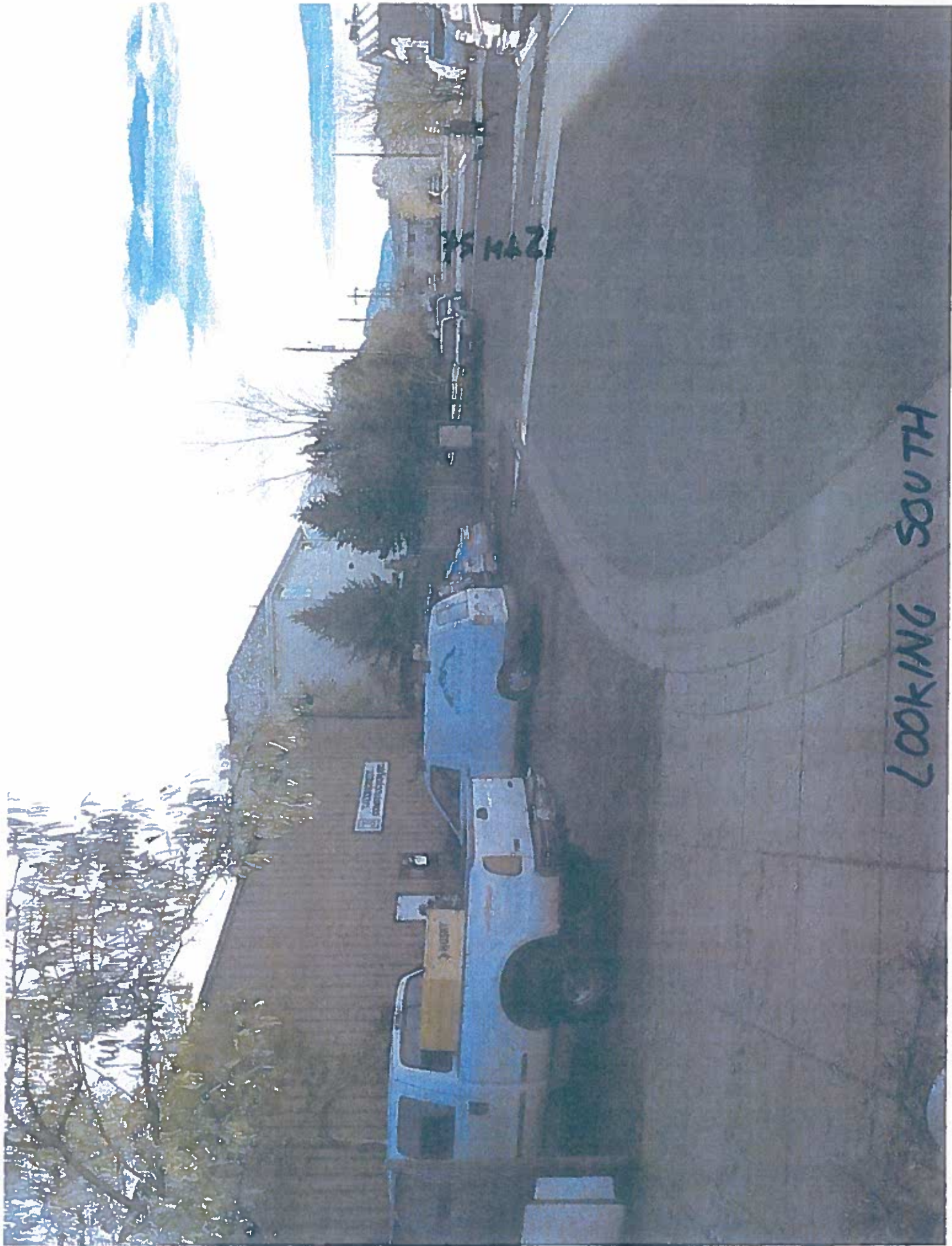
UNIT "A"

SE CORNER of BUILDING

UNIT "A"



NORTH SIDE OF BLDG.
LOOKING WEST / SOUTHWEST



LOOKING SOUTH

1241

UNIT "A" IS NORTH HALF
OF BUILDING

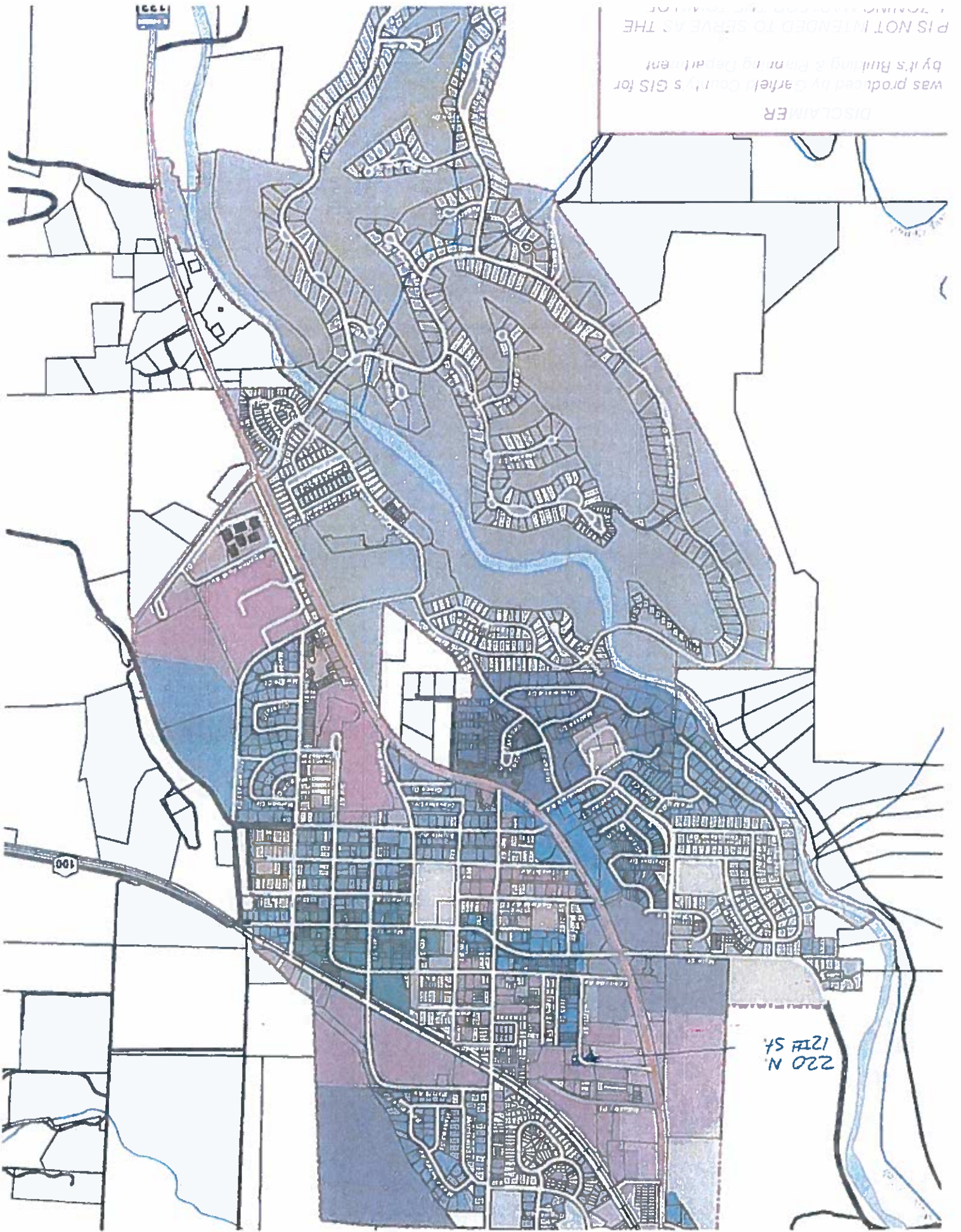


RICHMOND
CONSTRUCTION CO.

45 RT21

LOOKING NORTH

DISCLAIMER
was produced by Garfield County's GIS for
by it's Building & Planning Department
P IS NOT INTENDED TO SERVE AS THE
A ZONING MAP FOR THE TOWN OF



LEASE

This Lease is made and executed between JOINER REAL ESTATE, LLC, a Colorado Limited Liability Company, (Lessor) and TRIPLE CANNA, LLC, a Colorado Limited Liability Company (Lessee) effective February 1, 2019 ("Effective Date").

SECTION I. DESCRIPTION OF PREMISES

Lessor leases to Lessee a portion of that certain commercial building, said portion hereinafter referred to as the Leased Premises, situated in the Town of Carbondale, County of Garfield, State of Colorado, described as follows:

220 N. 12th Street, Unit A (Suites I, II, III, IV, and common area), -Carbondale, Colorado

together with, at no additional rent, the contiguous parking areas as described by Lessor for use by Unit A Tenant on the Leased Premises, as highlighted on the attached Exhibit A. (Lessee shall not use the parking areas for general or long-term vehicle storage); together with all easements, rights, and appurtenances in connection with the Leased Premises. The Leased Premises are a portion of a commercial building containing other units, a parking area, and common facilities for the use and benefit of all tenants.

The term "common facilities" as used in this Lease shall be construed to include those facilities within the building and surrounding land area for the nonexclusive use of Lessee in common with other authorized users, and shall include, but not be limited to, parking areas, driveways, sidewalks, planted areas, and open means of ingress and egress.

SECTION II. CONSTRUCTION OF IMPROVEMENTS

Lessor may make improvements to the Leased Premises as it exists today, provided: Lessee shall, prior to commencement of construction and/or installation of the tenant finish, submit plans to Lessor for review and approval, which approval shall not be unreasonably withheld. In the event the parties are unable to reach agreement with respect to Lessee's tenant finish plans within sixty (60) days of the mutual execution hereof, then this Lease shall terminate and be of no further force and effect. Improvements, once submitted and approved by Lessor in accordance with the Lease, shall always be the Lessee's sole cost. Upon termination of this Lease, Lessee shall be responsible for half the cost of restoring the Leased Premises to its original warehouse condition (pre Crystal River Growers tenancy).

SECTION III.
PARKING AREA AND COMMON FACILITIES

1. **MAINTENANCE.** Lessor, throughout the term of this Lease, and commencing as of the Effective Date first above set forth, shall maintain and keep in good order, condition, and repair the parking area and common facilities of the commercial center, except for all costs and expenses incurred in connection with Lessee's business operations, such as half of all utility and water/sewer charges paid by Lessor (janitorial expenses are the sole responsibility of Lessee). Lessor will be responsible for taxes, property management fees, repairs, and public liability insurance. Beginning on the Rent Commencement Date as defined by Section V. hereof, Lessor will invoice Lessee, and Lessee shall pay 50 % of the total of such water/sewer and Black Hills Energy charges and 100% of Excel Energy charges for the entire building as its pro rata share due upon receipt. Lessor shall pay 100% of any electricity generated and used from the previous tenant's improved electrical panel, which exclusively services Unit A, the Leased Premises.

2. **USE.** Trucks belonging to the Lessee, to suppliers of the Lessee, or to delivery agents of the Lessee shall be admitted to the parking area for loading and unloading purposes only. Lessee agrees to instruct its employees to park their vehicles in the front designated parking area and agrees to use its best efforts to enforce such instructions. Lessee's employees, customers or business partners shall park in the front of the building.

3. **GOVERNING REGULATIONS.** Lessee will comply and cause its employees and agents to comply with all covenants, conditions and restrictions of record and with all reasonable rules and regulations adopted by Lessor in connection with the use of the parking and loading areas and common facilities, and with all supplements and amendments which Lessor may subsequently adopt. It is understood and agreed that such rules and regulations shall pertain to the safety, care, use, and cleanliness of the parking and loading areas and common facilities and the preservation of good order. No rules or regulations now in effect or subsequently adopted shall be inconsistent with any provisions of this Lease or unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises. All rules and regulations and supplements and amendments, which Lessor may adopt, shall be in writing, and a copy shall be delivered to Lessee.

4. **VIOLATION OF REGULATIONS.** If the Lessee shall fail, within forty-eight (48) hours after receipt of written notice of any violation by the Lessee or its employees or agents of any such rules or regulations, to cure such violation, such failure shall constitute a default under this Lease.

SECTION IV.
RENTAL

Lessee agrees to pay Lessor as rental for the Leased Premises the following:

5. BASE AND ADDITIONAL RENT.

(1) Rent. The monthly rental for this Lease, at such place as Lessor may from time to time designate, in amounts as hereinafter set forth payable on the first day of each month, as follows:

February 1, 2019 through January 31, 2020. Lessee shall pay the Lessor a fixed annual rent in the amount of thirty three thousand and six hundred dollars (\$33,600) ("Fixed Annual Rent"). Such Fixed Annual Rent shall be paid in equal monthly installments of two thousand eight hundred dollars (\$2,800.00) due on the first day of each month during the Lease term without prior demand. Lessee's obligation to pay monthly installments of rent shall commence on February 1st.

(2) Option. In the event of Tenant's full and faithful performance of all Lease provisions hereof, and upon Tenant's proper and timely written notice of exercise of option(s) to extend, the following rent schedules shall apply:

February 1, 2020 through January 31, 2021. Lessee shall pay the Lessor a fixed annual rent in the amount of thirty three thousand and six hundred dollars (\$33,600) ("Fixed Annual Rent"). Such Fixed Annual Rent shall be paid in equal monthly installments of two thousand eight hundred dollars (\$2,800.00) due on the first day of each month during the Lease term without prior demand. Lessee's obligation to pay monthly installments of rent shall commence on February 1st.

February 1, 2021 through January 31, 2022. Lessee shall pay the Lessor a fixed annual rent in the amount of thirty six thousand dollars (\$36,000) ("Fixed Annual Rent"). Such Fixed Annual Rent shall be paid in equal monthly installments of three thousand dollars (\$3,000) due on the first day of each month during the Lease term without prior demand. Lessee's obligation to pay monthly installments of rent shall commence on February 1st.

February 1, 2022 through January 31, 2023. Lessee shall pay the Lessor a fixed annual rent in the amount of thirty eight thousand and four hundred dollars (\$38,400) ("Fixed Annual Rent"). Such Fixed Annual Rent shall be paid in equal monthly installments of three thousand and two hundred dollars (\$3,200.00) due on the first day of each month during the Lease term without prior demand. Lessee's obligation to pay monthly installments of rent shall commence on February 1st.

February 1, 2023 through January 31, 2024. Lessee shall pay the Lessor a fixed annual rent in the amount of thirty eight thousand and four hundred dollars (\$38,400) ("Fixed Annual Rent"). Such Fixed Annual Rent shall be paid in equal monthly installments of three thousand and two hundred dollars (\$3,200.00) due on the first day of each month during the Lease term without prior demand. Lessee's obligation to pay monthly installments of rent shall commence on February 1st.

(3) In the event(s) that Lessee exercises its right to extend the term of this Lease, the rent shall be adjusted from the immediately preceding annual rate commencing with the first year of each respective Option period and continuing such adjustments each year thereafter.

(4) Additional Rental /CAM/Utilities. Beginning on the rent commencement date as defined by Section V. hereof and continuing thereafter during the primary term and any extended term(s), Lessee shall pay utilities as provided by Section III and commercial property/casualty insurance. No expense shall be included in the CAM charges payable by Lessee which are not actual paid expenses in a reasonable commercial context. All charges included in the CAM expenses must be reasonable, not arbitrarily applied and consistent with the market. Lessee shall have the right to request and accounting of the actual paid expenses included in the CAM charge submitted to Lessee; provided, however, such a request to review accounting information shall not act to defer or delay Lessee's obligation to timely pay its stated pro rata share of the CAM expenses. Lessee shall have the right to be reimbursed for any identified overstatement of reasonable CAM charges.

(5) Security Deposit. Contemporaneous with the execution and delivery hereof, Lessee has tendered to Lessor Good Funds in the amount of \$2,800.0000 as Security Deposit for the full, faithful and complete performance of all Lessee obligations hereunder, including, without limitation, all financial obligations related to this Section 5, and all performance, termination, surrender and remediation obligations set forth herein. This security deposit will be forfeited by Lessee to Lessor in the event Lessee is unsuccessful with obtaining regulatory licensing as described in Section XXXVI (A).

(6) As further consideration for Lessor entering into this Lease, Candace Resnick and Mario Cross (collectively, "Guarantors") do, by the execution of this Lease, jointly, severally, unconditionally and irrevocably guarantee the full performance and payment of any and all obligations of Lessee set forth in the Lease, as if the Guarantor was the Lessee pursuant to the Lease.

SECTION V. TERM

6. PRIMARY TERM. The agreements contained herein are effective as between the parties as of the Effective Date first above set forth. The primary term of this Lease is agreed to be for a period of one (1) year from and after the Rent Commencement Date determined as follows:

Rental payments and CAM payments due hereunder as described in Section IV. above shall commence February 1, 2019.

If the Rent Commencement Date of this Lease is other than the first day of a calendar month, then the rental due and payable for such partial month shall be prorated to adjust for such discrepancy.

7. **OPTION TO RENEW / EXTEND.** In the event Lessee is not in material default of any of its obligations under this Lease or any terms, conditions and restrictions contained in applicable recorded instruments or any duly adopted rules and regulations, Lessee shall have the right and option to renew this Lease for four (4) additional one (1) year term upon the same terms and conditions as herein contained and at the rent as set forth in Section IV, above. Lessee shall deliver written notice to Lessor of intent to exercise an option no later than ninety (90) days prior to the expiration of the then current term. Failure to exercise an option to renew shall terminate any subsequent options to renew herein given.

8. In no event shall Lessee have the option to renew this Lease for more than four (4) additional terms beyond the Initial Term.

9. Lessee shall provide Lessor with annual confirmation of its regulatory compliance with the Colorado Department of Revenue, Marijuana Enforcement Division (MED) and Town/City of Carbondale, Colorado, prior to, and as a condition of, its right and option to renew this Lease.

SECTION VI. OCCUPANCY AND ACCEPTANCE OF PREMISES

By entering into and occupying the Leased Premises, the Lessee shall be deemed to acknowledge that Lessee has inspected the Leased Premises and that, to the best of Lessee's knowledge, the Leased Premises are in good condition and repair. The entering upon the Leased Premises by Lessee for the purpose of the installation of trade fixtures, furnishings, and equipment or the storing of merchandise shall be construed as an acceptance of the Leased Premises.

SECTION VII. USE OF PREMISES

10. **PURPOSES.** Lessee shall use the Leased Premises for the purpose of conducting a licensed and regulated recreational marijuana grow and/or recreational marijuana infused product (MIP) operation facility or any other legal use reasonably related thereto including hemp

oil production, hemp clone production and recreational marijuana dispensary, and no part of the Leased Premises shall be used for any other purpose without the prior written consent of Lessor.

11. **SPECIFIC LICENSING / REGULATORY COMPLIANCE PROVISIONS.** Lessee understands and agrees that Lessee shall be bound by all provisions, rules, regulations, restrictions, and conditions of the Colorado Department of Revenue, Marijuana Enforcement Division (MED) and the City/Town of Carbondale, CO. Lessee shall provide to Lessor proof of compliance prior to the annual option to renew period in Section V., including but not limited to:

- (1) Approved applications and licenses issued to all employees, owners, any investors or Court Appointees;
- (2) Marijuana tax filings and payment of taxes;
- (3) Disclosure of all types of investors and investor filings;
- (4) On- or off-premise storage permits;
- (5) Transport permits;
- (6) Centralized distribution permits;
- (7) Any disciplinary actions, license violations, and penalties paid as a result of licensing infractions;
- (8) Co-location applications and licenses;
- (9) Inventory tracking compliance records;
- (10) Safety and sanitary compliance records, including testing compliance records;
- (11) Other licensing privileges obtained during the Term of this Lease;
- (12) Other as may be requested by Lessor.

12. **MAINTENANCE OF PREMISES.** The Lessee shall at all times maintain all of the Leased Premises, including parking area, in a clean, neat, and orderly condition.

Lessee shall take reasonable steps to mitigate the release of odors from the Leased Premises. Such reasonable steps shall include, at a minimum, commonly accepted odor control measures.

The Lessee shall not use the Leased Premises or any part, or permit any part of the Leased Premises to be used, or permit any act whatsoever to be done on the Leased Premises, in a manner that will violate or make void or inoperative any policy of insurance held by the Lessor or the Lessee.

13. **STORAGE OF MERCHANDISE.** Lessee agrees to warehouse, store, or stock in the Leased Premises, at all times during the term of this Lease, only such goods, wares, and merchandise for the production of the end-marijuana product as the Lessee intends to transport off Leased Premise and offer for wholesale to buyers or use in connection with the product(s) offered by Lessee in the regular course of Lessee's business. Lessee further agrees to use for

office or clerical purposes only such space in the Leased Premises as is from time to time reasonably required for Lessee's business.

14.

15. **STORAGE OF INFLAMMABLE OR HAZARDOUS MATERIALS.** Lessee agrees that it will not keep or permit to be kept at, in, or about the Leased Premises any gasoline, distillate, or other petroleum product, or other substance or material of an explosive or inflammable nature in such quantities as may endanger any part or portion of the Leased Premises without the written consent of all insurance companies carrying fire or rent insurance on the building of the commercial center or any part of the premises, or do any act or engage in any conduct which shall cause an increase in the fire insurance rates covering the store buildings of the commercial center over those charged by reason of use of the character permitted to the Lessee (which shall include safe amounts of cannabis and hemp distillate as well as alcohol, butane, CO2 or other solvents required for extraction and distillation processes). Any increase to Lessor's building and fire insurance premiums as a result of Lessee's business activities shall be reimbursed by Lessee to Lessor.

Lessee represents and warrants to Lessor that during the term of the Lease and any renewal or holdover period, neither Lessee nor its employees, agents, contractors, subcontractors, invitees, or representatives shall use, generate, manufacture, store, transport or dispose of Hazardous Materials on, under, in or about the Leased Premises or any other portion of the Building without Lessor's express written approval of each such Hazardous Material used, generated, manufactured, stored, transported or disposed of, which approval may be withheld by Lessor. In the event Lessor grants its written approval for any of the activities involving Hazardous Materials described in this paragraph, Lessee agrees at all times to comply fully and in a timely manner, and to cause all employees, agents, contractors, subcontractors, invitees and representatives of Lessee or any other person occupying the Leased Premises to so comply, with all present and future applicable federal, state and local statutes, regulations, ordinances and guidelines relating to the generation, use handling, storage, treatment, transport and disposal of any Hazardous Materials located or present in, on, about or under the Leased Premises. Lessee hereby indemnifies and holds Lessor harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, actions, causes of action, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorney's fees and consultant's fees), arising out of or relating to, directly or indirectly, in whole or in part, any failure of Lessee, its employees, agents, contractors, subcontractors, invitees, representatives or other such persons, to comply with any of such laws, regulations, guidelines, codes, ordinances or other legal requirements. The warranties and indemnities contained in this paragraph shall survive the termination of the Lease by lapse of time or otherwise and the transfer of fee title to the Leased Premises by Lessor. This agreement to indemnify and hold harmless shall be in addition to any other obligations or liabilities that Lessee may have to Lessor at common law, or by statutes, or otherwise. Lessee shall notify

Lessor in writing immediately of any release or threatened release of any Hazardous Material on, in, under or about the Leased Premises.

16. **USE IMPAIRING STRUCTURAL STRENGTH.** The Lessee shall not permit the Leased Premises or any part of such Leased Premises to be used in any manner that will impair the structural strength of the building or permit the installment of any machinery or apparatus, the weight or vibration of which may tend to injure or impair the foundations or structural strength of the foundations.

17. **GARBAGE & PLANT MATERIAL DISPOSAL.** The Lessee shall not burn or incinerate any rubbish, garbage, or debris at, in, or about the Leased Premises, and shall cause all containers, rubbish, garbage, and debris accumulated there to be stored within the Leased Premises, to be hauled away from the Leased Premises, at Lessee's sole expense, for disposal prior to the accumulation of any substantial quantity and according to MED regulations. Garbage disposal is not included in the CAM and is the individual responsibility of each Lessee in the project. Lessor shall, grant Lessee permission to locate a locked and professionally serviced dumpster in the rear parking lot, should the need arise. Dumpster servicing shall be at Lessee's sole expense.

18. **PUBLIC REGULATIONS.** In the conduct of its business in and about the Leased Premises, Lessee shall observe and promptly comply with all laws, ordinances, and regulations of public authorities.

19. **LIMITATION ON LESSOR.** For as long as the Lessee is in compliance with this Lease, The Lessor agrees that it shall not lease other commercial space owned and/or controlled exclusively by Lessor to a competitive marijuana facility operation which, in Lessor's sole opinion, directly competes with the Lessee.

SECTION VIII. INSTALLATION AND MAINTENANCE OF FIXTURES

Lessee shall purchase and install in the Leased Premises all trade fixtures, lighting fixtures, floor coverings, all required equipment, and furnishings to be installed in the Leased Premises and necessary or proper for the operation of its business. In the event the installation of such fixtures, furnishings, and equipment is delayed by reason of strikes, lockouts, war, or any other cause or causes beyond the control of Lessee (excluding financial inability), this Lease continues in full force and effect.

All such trade fixtures, lighting fixtures, floor coverings, all required equipment, and furnishings shall be of first quality and commensurate in appearance and in keeping with the Leased Premises; and Lessee throughout the term of this Lease shall maintain them in good order, condition, and repair at its own cost and expense.

SECTION IX.
SIGNS: EXTERIOR LIGHTING AND FIXTURES

20. **INSTALLATION AND REMOVAL OF SIGNS.** Lessee shall have the exclusive right to erect and maintain upon the exterior and interior of the Leased Premises, at its own expense, all signs necessary or appropriate to the conduct of the business of Lessee; provided, however, that Lessee shall not have the right to erect or maintain in or upon the Leased Premises any sign the erection, maintenance, or removal of which will operate, in Lessor's sole opinion, to decrease the value of the premises, or adjacent premises, without the Lessor's prior consent in writing. Any signs erected or placed in or upon the Leased Premises by Lessee may be removed by it at any time during the term or upon the expiration or sooner termination of this Lease and, upon the written request of Lessor, must be so removed upon such expiration or termination, and all damage caused by the erection, maintenance, or removal of any and all such signs shall be fully repaired at the cost and expense of Lessee.

Installation of any and all exterior signs on the Leased Premises, shall be subject to the prior reasonable written approval of Lessor as to design, size, and location. Lessee acknowledges that the Leased Premises are a part of an integrated and uniform commercial center and that control of exterior signs by Lessor is essential in order to maintain uniformity and aesthetic values in the commercial center.

21. **INSTALLATION OF EXTERIOR LIGHTING AND FIXTURES.** Lessee shall not install any exterior lighting, exterior plumbing facilities, shades or awnings, amplifiers, or similar devices, or use any advertising medium which may be heard or experienced outside the Leased Premises without Lessor's prior written consent.

SECTION X.
ALTERATIONS, CHANGES, AND ADDITIONS

No structural changes, alterations, or additions shall be made by the Lessee to the Leased Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, and any such permitted structural change, alteration, or addition to or upon the Leased Premises made with the written consent of the Lessor shall remain for the benefit of and become the property of the Lessor, unless otherwise provided in the written consent

SECTION XI.
DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS

22. **LESSOR'S LIABILITY.** Lessor shall not be liable to Lessee for any damage or injury to Lessee or Lessee's property occasioned by any defect of lighting or electricity, plumbing, heating, aircooling, airconditioning equipment and ducts, electric wiring or insulation of the Leased Premises, gas pipes, or steam pipes, or from broken steps, or from the backing up

of any sewer pipe, or from the bursting, leaking, or running of any tank, tub, washstand, water closet, or waste pipe, drain, or any other pipe or tank in, upon, or about the Leased Premises, or from the escape of steam or hot water from any boiler or radiator, or for any such damage or injury occasioned by water being upon or coming through the roof, stairs, walks, or any other place upon or near the Leased Premises unless Lessor has failed to exercise reasonable repair and maintenance of the building or structure or systems or unless Lessor has been negligent, or for any such damage or injury done or occasioned by the falling of any fixture, plaster, or stucco, or for any such damage or injury caused by wind or by the act, omission, or negligence of cotenants or of other persons, occupants of the same building or of adjacent buildings or contiguous property, unless Lessor has failed to exercise reasonable repair and maintenance of the building or structure or systems or unless Lessor has been negligent.

23. **WAIVER OF CLAIMS AGAINST LESSOR.** All claims against the Lessor for any damage or injury as provided in paragraph XI.20, are waived by Lessee, except as set forth in said paragraph 20 and except those claims occasioned by Lessor's neglect or failure to make repairs for which Lessor is responsible under this Lease; provided that, in the event Lessee, as the party in possession of the Leased Premises, knew or should have known of circumstances necessitating repair or maintenance and fails to inform Lessor of same, then any claim by Lessee hereunder arising from such circumstance shall be deemed waived.

SECTION XII. CASUALTY DAMAGE; REPAIRS; ABATEMENT OF RENT

24. **USE OF PARTIALLY DAMAGED PREMISES.** In the event of a partial damaging or destruction of the Leased Premises, Lessee shall continue to utilize the Leased Premises for the operation of its business to the extent that it may be practicable to do so from the standpoint of good business.

25. **RIGHT TO TERMINATE ON DESTRUCTION OF TWO-THIRDS OF PREMISES.** As long as damage is no fault of Lessee or contributed by Lessee's business operations, as determined in the sole opinion of Lessor, Either party to this Lease shall have the right to terminate the Lease if, during the last year of the term of this Lease (or last year of an exercised option term), the store building demised is damaged to an extent exceeding two-thirds (2/3rds) of the then reconstruction cost of such store building as a whole; provided that, in such an event, such termination of this Lease shall be effected by written notice to that effect to the other party delivered within thirty (30) days of the happening of such casualty causing the damage.

26. **REPAIRS BY LESSOR.** If the Leased Premises shall, either prior to the beginning of the term of this Lease or during the term or any option year of this Lease, be damaged or destroyed by fire or by any other cause whatsoever beyond Lessee's control, Lessor, except as otherwise provided below, shall, immediately upon receipt of insurance proceeds paid in connection with such casualty damage, but in no event later than ninety (90) days after such

damage has occurred, proceed to repair or rebuild the damage, excluding any additions or improvements made by Lessee with Lessor's consent.

Wherever a strike, act of God, or cause beyond the power of the party affected to control causes delay, the period of such delay so caused shall be added to the period limited in this Lease for the completion of such work, reconstruction, or replacement.

27. **REDUCTION OF RENT DURING REPAIRS.** In the event Lessee continues to conduct its business during the making of repairs, the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Leased Premises bears to the whole of the premises; but no change shall be made in the method of computing the percentage rental, and there shall be no reduction of the percentage rental.

In the event the Leased Premises is wholly unoccupied and wholly unusable by lessee pending the repair of casualty damage, no rental shall be payable until such repairs are completed.

SECTION XIII. REPAIRS GENERALLY

28. **BY LESSOR.** The Lessor shall, at its own cost and expense, repair any damage to the Leased Premises, in the sole discretion of Lessor and not caused by Lessee or Lessee's business operations directly, occasioned by termites, dry rot, or fungus, and keep and maintain the roof and exterior walls of the Leased Premises in good repair at all times, and will further keep and maintain all underground plumbing, mechanical and electrical in good order and repair, but not including the repair of plumbing stopped up by reason of foreign matter introduced by Lessee into the plumbing fixtures, and not including the repair or maintenance of the improved electrical panel located in Unit A near side exterior door. Repairs required to the improved electrical panel shall be Lessee's responsibility in entirety. There shall be no obligation on the Lessor to make any of the repairs required in this section unless and until known by Lessor or until there has been served upon Lessor by the Lessee at least three (3) days' notice in writing, advising the Lessor of the necessity of the repair or repairs, and there shall be no liability upon the Lessor to the Lessee for any loss or damage caused by any failure on the part of the Lessor to make any repairs required of it under this Lease unless known by Lessor or unless Lessor, after receipt of the notice, shall fail to proceed with due diligence to make such repair or repairs. The phrase "exterior walls" as used in this Lease shall not be so construed as to require the Lessor to make repairs to the interior surfaces of such walls. Except as provided in this section, the Lessee shall not call upon the Lessor to make any improvements or repairs whatsoever in or upon the Leased Premises.

29. **BY LESSEE.** Lessee shall, at its own cost and expense, keep and maintain all of the Leased Premises, including but not limited to any improvements installed by previous tenant and accepted by Lessee, airconditioning equipment, lighting equipment, plumbing, electric

systems, security systems, exterior entry and exit doors, in or on the Leased Premises, in good order, condition, and repair, and in compliance with all applicable laws and regulations, during the entire term of this Lease, except for those repairs required of the Lessor to be made and damage occasioned by fire, earthquake, or other cause or causes as provided for in Sections XII and XIII of this Lease.

30. **EMERGENCY REPAIRS.** Notwithstanding the provisions of paragraph XIII, in the event repairs which the Lessor is required to make under this Lease become immediately necessary in order to avoid possible injury or damage to persons or property, the Lessee shall be entitled to make such repairs at a cost not to exceed Five Hundred Dollars (\$500.00) for the account of the Lessor without giving the required notice.

SECTION XIV. UTILITIES

Lessee agrees to pay before delinquency all charges for all utilities separately metered to the Leased Premises or for which the Lessee is solely responsible. Lessee agrees to pay other utilities defined elsewhere in this document.

SECTION XV. TAXES

Lessee will pay before delinquency any and all taxes levied or assessed upon Lessee's fixtures, equipment, and personal property in and on the Leased Premises, whether or not affixed to the real property. Lessor shall not be held liable or responsible for any delinquent taxes due and payable by Lessee either individually or incurred as part of business operations of Lessee.

SECTION XVI. INSURANCE

31. **INSURANCE COMPANIES.** It is agreed that any and all policies of insurance to be kept and maintained in force by the respective parties to this Lease shall be obtained from good and solvent insurance companies.

32. **LESSEE TO OBTAIN LIABILITY INSURANCE.** Lessee agrees that it will, at its own expense, at all times during the term of this Lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers, approved by Lessor, which will insure Lessee (and Lessor as an Additional Insured) against liability for injury to or death of persons or loss or damage to their property occurring in or about the Leased Premises. The liability under such insurance shall be not less than One Million Dollars (\$1,000,000.00) for any one person injured or killed, Two Million Dollars (\$2,000,000.00) for any one accident, and

Three Hundred Thousand Dollars (\$300,000.00) for property damage. Lessee shall cause Lessor to be identified as an additional named insured party under any and all such liability insurance policies. Lessee shall provide Lessor with a copy of policy and proof of payment annually.

33. **LESSEE TO OBTAIN WORKERS' COMPENSATION INSURANCE.** Lessee agrees to maintain and keep in force all employees' compensation insurance required under the laws of the State of Colorado, and such other insurance as may be necessary to protect Lessor against any other liability to person or property arising under this Lease by operation of law, whether such law be now in force or adopted subsequent to the execution of this Lease.

34. **LESSEE TO OBTAIN FIRE INSURANCE ON FIXTURES AND INVENTORY.** The Lessee agrees to maintain in force, at all times during the term of this Lease, on all fixtures and equipment in the Leased Premises, a policy or policies of fire insurance in companies approved by the Lessor to the extent of at least 80% of the insurable replacement value and adequate inventory insurance, the proceeds of which will, so long as this Lease is in effect, be used for the repair or replacement of the property so insured. Such policies shall name the Lessor as a beneficiary to protect its interest as such Lessor.

35. **LESSOR TO OBTAIN FIRE INSURANCE ON PREMISES.** Lessor agrees to maintain in force, at all times during the term of this Lease, a policy or policies of fire insurance to the extent of at least 80% of the insurable value of the Leased Premises. If permitted without additional charge, Lessor shall cause to be endorsed on its fire insurance, and any extended coverage policy or policies, the waiver of right of subrogation. . Lessor shall cause Lessee to be identified as an additional named insured party under any and all such liability insurance policies.

36. **LESSEE'S WAIVER OF CASUALTY INSURANCE PROCEEDS.** In the event the Leased Premises shall be damaged or destroyed by fire or other casualty so insured against, Lessee agrees that it will claim no interest in any insurance settlement arising out of any such loss where premiums are paid by Lessor, or where Lessor is named as the sole beneficiary, and that it will sign any and all documents required by Lessor or the insurance company or companies that may be necessary for use in connection with the settlement of any such loss.

37. **CONTROL OF INSURANCE PROCEEDS TO AVOID TAXABLE GAIN.** Notwithstanding any provision in this agreement inconsistent with this provision, it is particularly understood and agreed by the parties that in the event that the subject Leased Premises, including any improvements, additions, or betterments, shall be damaged or destroyed in whole or in part, in any manner, and the receipt of any insurance proceeds or other reimbursement for such damage would result in the realization of taxable gain for federal or state purposes, the party to this Lease to whom such gain would be taxed shall have the right to take any and all action respecting such proceeds or reimbursements as may be necessary to enable the party to comply with any laws or regulations of the appropriate taxing authorities, to the end that such gain will not be recognized for tax purposes. Nothing contained in this Lease shall be

construed to entitle Lessor to delay the making of any repairs to or restoration of all or any part of the building or improvements in the event of damage or destruction.

38. **LESSEE'S FAILURE TO INSURE.** Any and all insurance policies required to be obtained and maintained by Lessee under this Section XVI shall require notice to Lessor in the events of termination, cancellation, or non-renewal. Should Lessee fail to keep in effect and pay for such insurance as required by this section, the Lessor may do so, in which event the insurance premiums paid by Lessor shall become due and payable promptly, and failure of Lessee to pay them on demand shall constitute a breach of this Lease.

SECTION XVII. TRANSFER OR PLEDGE OF LEASEHOLD INTEREST

Lessee shall not assign this Lease or any interest in it, or sublet the Leased Premises or any part of the Leased Premises, or license the use of all or any portion of the Leased Premises or business conducted there, or encumber or hypothecate this Lease, without first obtaining the written consent of Lessor; and any assignment, subletting, licensing, encumbering, or hypothecating of this Lease without such prior written consent shall terminate this Lease.

SECTION XVIII. SURRENDER OF PREMISES

Lessee shall, at the termination of this Lease, vacate the Leased Premises and shall remove all improvements made by Lessee or previous marijuana tenant thereto return the premises to a trades warehouse workspace (as described in SECTION II CONSTRUCTION OF IMPROVEMENTS), except for reasonable use and wear of such Leased Premises, acts of God, or damage by casualty beyond the control of Lessee, and upon vacating shall leave the Leased Premises free and clear of all rubbish and debris. Any unpaid rent charges, CAM charges or costs incurred by Lessor upon surrender necessary to return the Leased Premises to its same condition as existed prior to Lessee or related to previous marijuana tenant may be deducted and off-set against the Security Deposit by Lessor.

SECTION XIX. INDEMNIFICATION OF LESSOR

39. **LESSEE'S NOTICE OF WORK TO BE PERFORMED.** Lessee shall serve a written notice on Lessor at least ten (10) days prior to permitting any work to be commenced in or on the Leased Premises; except that Lessor, upon its review and approval of Lessee's plans, acknowledges and consents to the initial construction work in writing in order to complete and fit out the leased premises.

40. **LIENS AND ENCUMBRANCES.** The Lessee shall protect, save, and hold harmless the Lessor and the Leased Premises and all improvements placed on the Leased Premises from all claims, liens, claims of lien, demands, charges, encumbrances, or litigation arising directly or indirectly out of or by reason of any work or activity of the Lessee on the Leased Premises, and shall promptly and within thirty (30) days after the filing of any lien for record fully pay and satisfy the lien (or otherwise bond over), and shall reimburse the Lessor for all loss, damage, and expense, including a reasonable attorney's fee, which it may suffer or be put to by reason of any such claims of lien, demands, charges, encumbrances, or litigation.

In the event the Lessee shall fail to pay (or otherwise bond over) and fully discharge any claim, lien, claim of lien, demand, charge, encumbrance, or litigation, or should proceedings be instituted for the foreclosure of any such lien or encumbrance, the Lessor shall have the right, at its option, at any time after the expiration of the thirty (30) day period, to pay the lien or any portion of it, with or without the costs and expenses claimed by such claimant, and in making such payment, the Lessor shall be the sole judge of the legality of the claims. All amounts so paid by the Lessor shall be repaid by the Lessee to the Lessor upon demand, together with interest thereon at the rate of twelve percent (12%) per annum from the date of payment by the Lessor until repayment is fully made.

41. **PERSONAL INJURIES; VIOLATIONS OF LAW.** Lessee covenants and agrees at all times to indemnify and save harmless the Lessor and the Leased Premises from and against any cost, liability, or expense arising out of any claims of any person or persons whatsoever by reason of the use or misuse of the Leased Premises, parking area, or common facilities by Lessee or any person or persons holding under Lessee. Lessee shall indemnify and save harmless the Lessor from any penalty, damage, or charge incurred or imposed by reason of any violation of law or ordinance by Lessee, any employee of Lessee, any guest or invitee of Lessee, or any person or persons who may be the guests or invitees of Lessee or persons holding under Lessee, and from any cost, damage, or expense arising out of the death of or injury to any person or persons holding under Lessee.

SECTION XX. SUBORDINATION AGREEMENT

Lessee covenants and agrees to execute any instrument or instruments permitting an encumbrance to be placed on the Leased Premises or any part of the Leased Premises as security for any indebtedness, and subordinating this Lease to the first mortgage or trust deed, if required so to do by the Lessor's lending agency. Lessee is given the right to make payment of any defaults under any and all encumbrances of record on the Leased Premises, and to receive reimbursement for such payment by deduction and credit from and against rentals becoming due under this Lease. Notwithstanding the foregoing, so long as Lessee is not in default hereunder, in the event of any default by Lessor of any of its obligations, this Lease shall remain in full force and effect for the benefit of Lessee.

**SECTION XXI.
SECURITY AGREEMENT**

42. **LESSEE TO EXECUTE.** The Lessee, at any time during the term of this Lease, shall execute and deliver to Lessor, at Lessor's request, a security agreement covering all fixtures, equipment, and furnishings installed by Lessee in the Leased Premises, together with all additions and replacements, for the purpose of securing to the Lessor the full and faithful performance by the Lessee of each and all of the covenants and agreements in this Lease contained and on its part to be done and performed. Such security agreement shall be subordinate only to Lessee's bank financing referenced in Section XVII, above.

The security agreement shall be in a form satisfactory to both Lessor and Lessee, which form shall be submitted to both parties prior to the commencement of any work of construction of the Leased Premises, and the approval of each of the parties shall be indicated by its signature on the agreement 30 days prior to the commencement of such construction. Lessee, on demand of the Lessor and at any time or from time to time during the term of this Lease, shall execute, in conformity with all requirements of law then applicable to security agreements, any renewal or certificate of renewal of such security agreement or such other documents as may be reasonably required to maintain the security agreement and the lien in full force and effect.

43. **LESSEE'S EQUITY ONLY COVERED.** Lessor acknowledges that certain of the fixtures, equipment and furnishings subject to the security agreement will be purchased by Lessee subject to financing of the fixtures, and that the effective lien of such security agreement shall be only as to Lessee's equity in such fixtures, equipment, and furnishings. Lessee shall provide Lessor with copies of all such financing arrangements, and Lessee agrees that payment in full on all first priority liens shall be made by Lessee.

44.

45. **RELEASE BY LESSOR.** The Lessor, on the full, faithful, and complete performance by the Lessee of all the covenants, agreements, and conditions in this Lease contained and on the part of the Lessee to be done and performed, or on the termination of this Lease prior to the expiration of the term of this Lease for any other reason than the default of the Lessee, shall make, execute, and deliver to the Lessee a proper and valid release and discharge of any and all security agreements executed and delivered by the Lessee to the Lessor under the terms and provisions of this Lease; and then all fixtures, equipment, and furnishings covered thereby shall be released and discharged of the lien or charge of such security agreement or agreements.

**SECTION XXII.
LESSOR'S RIGHT OF INSPECTION AND REPAIRS**

Lessor shall have access to the Leased Premises, and each and every part of the Leased Premises, during Lessee's regular business hours for the purpose of inspecting them, making repairs, and posting notices, which Lessor may deem to be for the protection of Lessor or the demised property.

SECTION XXIII. DEFAULT

46. LESSOR'S RIGHT TO REPOSSESS, OPERATE, OR RELET. If the rental reserved by this Lease or other charges to be paid under this Lease by Lessee, or any part of this Lease, are not paid when due and remain unpaid for a period of fifteen (15) days after notice in writing, or if Lessee fails to promptly perform any other covenant, condition, or agreement by it to be performed under this Lease, and such failure shall continue for a period of fifteen (15) days after notice in writing specifying the nature of such failure, or if Lessee abandons the Leased Premises, or if Lessee breaches any obligation under this Lease to be performed by it which cannot be cured, then, and in any such event, Lessee shall be deemed to be in default and Lessor, without further notice may at its option take possession of the Leased Premises, including all improvements and fixtures and equipment located at, in, or about the Leased Premises. Without prejudice to any and all other remedies available to Lessor hereunder or at law by legal proceedings, Lessor shall take, operate, or relet the Leased Premises, in whole or in part, for the account of the Lessee at such rental and on such agreement and conditions, and to such tenant or tenants as the Lessor in good faith may deem proper, for a term not exceeding the unexpired period of the full term of this Lease. Lessor shall receive all proceeds and rent accruing from such operation or reletting of the Leased Premises or fixtures and equipment. Lessor shall apply these proceeds first, to the payment of all costs and expenses incurred by the Lessor in obtaining the possession of, and the operation or reletting of the Leased Premises or fixtures and equipment, including reasonable attorney's fees, commissions, and collection fees, and any alterations or repairs reasonably necessary to enable the Lessor to operate or relet the Leased Premises or fixtures and equipment; and, second, to the payment of all such amounts as may be due or become payable under the provisions of this Lease. The remaining balance, if any, given by the Lessor to the Lessee, shall be paid over to the Lessee at the expiration of the full term of this Lease or on the sooner termination of the Lease by written notice of termination.

47.

48. REPOSSESSION OR RELETTING NOT A TERMINATION; LESSOR'S RIGHT TO TERMINATE NOT FORFEITED. No repossession, operation, or reletting of the Leased Premises or of fixtures and equipment shall be construed as an election by the Lessor to terminate this Lease unless a written notice of such an intention is given by the Lessor to the Lessee. Notwithstanding any such operation or reletting without termination of this Lease, the Lessor may at any time thereafter elect to terminate this Lease in the event that the Lessee remains in default under this Lease.

49. **LESSEE'S OBLIGATION TO PAY DEFICIENCIES.** In the event the proceeds or rentals received by the Lessor under the provisions of this section are insufficient to pay all costs and expenses and all amounts due and becoming due under this Lease, the Lessee shall pay to the Lessor on demand by the Lessor such deficiency as may from time to time occur or exist.

50. **LESSOR'S RIGHT TO PERFORM LESSEE'S DUTIES AT LESSEE'S COST.** Notwithstanding any provision as to notice contained in this Lease, if in Lessor's judgment the continuance of any default by Lessee, other than for the payment of money, for the full period of the notice otherwise provided for, will jeopardize the Leased Premises or the rights of Lessor, Lessor may, without notice, elect to perform those acts in respect of which Lessee is in default, at Lessee's cost and expense, and Lessee shall then reimburse Lessor, with interest, on thirty (30) days' notice by Lessor to Lessee.

51. **LESSOR'S RIGHT TO TERMINATE LEASE.** In the event of Lessee's default as stated in paragraph XXIII., Lessor may, at its option, without further notice, terminate this Lease and any and all interest of Lessee under this Lease, and may then take possession of the Leased Premises by legal proceedings.

52. **LESSOR'S RIGHT ON TERMINATION TO RECOVER AMOUNT EQUAL TO RENT RESERVED.** If this Lease is terminated by the Lessor by reason of any default by Lessee, Lessor shall be entitled to recover from the Lessee, at the time of such termination, the amount of rent reserved in this Lease for the balance of the term of the Lease, subject to Lessor's obligation to attempt to mitigate damages.

53. **LESSOR'S REMEDIES CUMULATIVE.** Each and all of the remedies given to the Lessor in this Lease or by law are cumulative, and the exercise of one right or remedy by the Lessor shall not impair its right to exercise any other right or remedy.

54. **LIMITATION OF NOTICE PERIOD BY GOVERNMENTAL ORDER.** Notwithstanding any provision as to notice in Section XXIII, if Lessee is required to comply with any governmental regulation or order within a period less than that to which Lessee would otherwise be entitled to notice, Lessee shall not be entitled to notice beyond the period within which such compliance may be required by such regulation or order.

SECTION XXIV. EXPENSES OF ENFORCEMENT

Should either party incur any expense in enforcing any covenants of this Lease, the party in default shall pay to the other all expenses so incurred, including reasonable attorneys' fees. In the event Lessee fails to remit payment of any rent or CAM charge within ten (10) days of the established due date of such rental or CAM charge, Lessor shall charge and Lessee shall pay a ten percent (10%) late fee cumulative every month for such amount of the rent or CAM charge which is due but unpaid.

**SECTION XXV.
PEACEFUL ENJOYMENT**

Lessor covenants and warrants that, subject to any secured debt now of record or in the future placed of record, it is the owner of the Leased Premises, and that Lessee, upon payment of rents and performance of the conditions, covenants, promises, and agreements to be performed by it, shall and may peaceably possess and enjoy the Leased Premises during the term of this Lease without any interruption or disturbance.

**SECTION XXVI.
EFFECT OF WAIVER OF BREACH OF COVENANTS**

No waiver of any breach or breaches of any provision, covenant, or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant, or condition or of any other provision, covenant, or condition.

**SECTION XXVII.
TIME OF THE ESSENCE**

Time is of the essence of each and every provision, covenant, and condition contained in this Lease and on the part of the Lessee or Lessor to be done and performed.

**SECTION XXVIII.
HEADINGS FOR CONVENIENCE ONLY**

The headings used in this Lease are for convenience and shall not be resorted to for purposes of interpretation or construction of this Lease.

**SECTION XXIX.
SINGULAR AND PLURAL**

The plural shall be substituted for the singular number or viceversa and female for male or neuter in any place or places in which the context may require such substitution or substitutions.

**SECTION XXX.
AMENDMENTS TO BE IN WRITING**

This Lease may be modified or amended only by a writing duly authorized and executed by both Lessor and Lessee. It may not be amended or modified by oral agreements or

understandings between the parties unless the same shall be reduced to writing duly authorized and executed by both Lessor and Lessee.

SECTION XXXI. PARTIES BOUND

Each and every provision of this Lease shall bind and shall inure to the benefit of the parties to this Lease and their legal representatives. The term "legal representatives" is used in this Lease in its broadest possible meaning and includes, in addition to personal representatives, every person, partnership, corporation, or association succeeding to the interest or to any part of the interest in or to this Lease or in or to the Leased Premises, of either the Lessor or the Lessee, whether such succession results from the act of a party in interest, occurs by operation of law, or is the effect of the operation of law together with the act of such party. Each and every covenant, agreement, and condition of this Lease to be performed by the Lessee shall be binding upon all assignees, subtenants, concessionaires, and/or licensees of Lessee.

SECTION XXXII. HOLDING OVER

No holding over and continuation of any business by the Lessee after the expiration of the term of this Lease shall be considered to be a renewal or extension unless written approval of such holding over and a definite agreement to such effect is signed by the Lessor defining the length of such additional term. Any holding over without the consent of the Lessor shall be considered to be a daytoday tenancy at a rental of three (3) times the daily rate of the fixed minimum monthly rental, computed on the basis of a thirty (30) day month.

SECTION XXXIII. NOTICES

All notices or demands of any kind which Lessor may be required or may desire to serve on Lessee under the terms of this Lease may be served upon Lessee (as an alternative to personal service upon Lessee) by leaving a copy of such demand or notice addressed to Lessee at the Leased Premises, or by mailing a copy by certified mail, postage prepaid, addressed to Lessee at 5353 W. Sopris Creek Road, Basalt, CO 81621, the Leased Premises or at such other address or addresses as may from time to time be designated by Lessee in writing to Lessor. Service shall be deemed complete at the time of the leaving of such notice or within four (4) days after mailing of such notice. Any and all notices or demands from Lessee to Lessor may be similarly served upon Lessor at the Leased Premises, or at such other address as Lessor may in writing designate to Lessee.

**SECTION XXXIV.
ASSIGNMENT OR SALE BY LESSOR**

In the event Lessor shall assign this Lease and/or sell or convey the Leased Premises, the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to the successor in interest of Lessor in and to this Lease. This Lease shall not be affected by such assignment or sale.

**SECTION XXXV.
ESTOPPEL CERTIFICATE**

Lessee agrees that from time to time upon not less than ten (10) days prior request by Lessor, Lessee (or any permitted assignee, subtenant, licensee, concessionee or other occupant of the Leased Premises claiming by, through or under Lessee) will deliver to Lessor, a statement in writing signed by Lessee certifying, if accurate, (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications); (b) the dates to which the rent and other charges have been paid; (c) that Lessor is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (d) that Lessee is in occupancy and paying rent on a current basis with no rental offsets or claims; (e) that there has been no prepayment of rent other than that provided for in this Lease; (f) that there are no actions, whether voluntary or otherwise, pending against Lessee under the bankruptcy laws of the United States or any State thereof; and (g) such other matters as may be required by a prospective purchaser of the Leased Premises. Lessee's failure to deliver such a statement within the specified time shall be conclusive upon Lessee that this Lease is in full force and effect, without modification except as may be represented by Lessor, that there are no uncured defaults in Lessor's performance and that no more than one month's rental has been paid in advance.

**SECTION XXXVI.
MISCELLANEOUS**

A. This Lease is expressly contingent upon Lessee obtaining, at Lessee's sole expense, state and local approval of a MED License, approved by all applicable authorities, for the Leased Premises. If such licenses are denied, this Lease shall, by mutual agreement between Lessor and Lessee, terminate. Lessee shall be exclusively responsible for satisfying the criteria of any MED License for the Leased Premises and shall, at Lessee's sole expense, be responsible for all necessary renewals of the same. The foregoing notwithstanding, Lessee shall be responsible to pay rent and CAM with the first rent payment due February 1, 2019 and until such time as all licenses are either approved or denied.

Dated this 23rd day of January, 2019.

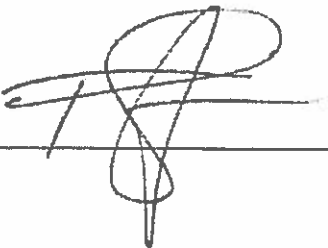
LESSEE:

TRIPLE CANNA, LLC

By: Mario Gross
Its: member

LESSOR:

JOINER REAL ESTATE, LLC


 By
Thomas S. Joiner as Manager

Lori H. Joiner By
Lori H. Joiner as Legal Representative


GUARANTEE

All obligations of Lessee hereunder, specifically including, without limitation, payment of all rents incurred hereunder, CAM charges, utilities or other financial obligations are expressly and unconditionally personally and individually guaranteed by the undersigned.

**PERSONAL
GUARANTOR:**


Candace Resnick

**PERSONAL
GUARANTOR:**


Mario Cross

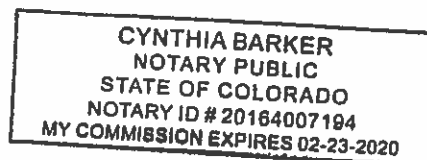
STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The above and foregoing instrument was acknowledged before me this 23rd day of JANUARY, 2019, by MARIO CROSS, as Member of TRIPLE CANNA, LLC, a Colorado Limited Liability Company.

Witness my hand and seal.
My commission expires:

Cynthia Barker
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

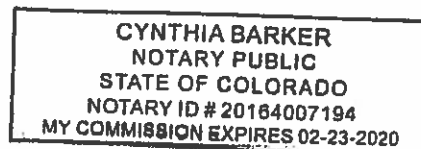


The above and foregoing instrument was acknowledged before me this 23rd day of JANUARY, 2019, by Thomas S. Joiner, as Manager of JOINER REAL ESTATE, LLC.

Witness my hand and seal.
My commission expires:

Cynthia Barker
Notary Public

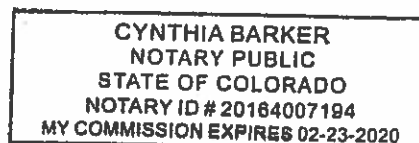
STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)



The above and foregoing instrument was acknowledged before me this 23rd day of JANUARY, 2019, by CANDACE RESAICK as Personal Guarantor.
MARIO CROSS AS PERSONAL GUARANTOR

Witness my hand and seal.
My commission expires:

Cynthia Barker
Notary Public





Permit #: LU19-000003

Address: 220 N. 12th Street

Payer: Triple Canna LLC

Valuation		Use Tax Total	0.00
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301		Building Permit
301		Mechanical Permit
301		Plumbing Permit
303	\$ -	Plan Check Fees
302		Contractor License
302	\$ -	BEST Test
305	\$ -	Use Tax 3%
306	\$ -	Use Tax 0.5%
326	\$ -	Efficient Bldg Permit Fee
308		Water Meter Sales
321		RTA 1%
309		Water Sales Tax 7.4%
316		Water Tap Fees
316	\$ -	Prepaid Water EQR
317		Sewer Tap Fees
317	\$ -	Prepaid Wasterwater EQR
324	\$ -	Water Rights Dedication
310	\$ -	Developer Dedication /RVR-Hendric
313	\$ -	Developer Contribution
314	\$ -	Zoning, Variance, Subdivision
314	\$ 400.00	Special Use Permit
318	\$ -	Development Parking Fees
312	\$ -	Park Dedication
319	\$ -	Excavation Permits
319	\$ -	Sign Permits
1004	\$ -	Map Sales
304	\$ -	School Fees In Lieu of Land
303		Plan Check Fees

Total Fees Due:	\$ 400.00
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Maximum of \$2

Town of Carbondale
511 Colorado Ave
Carbondale CO 81623
970-963-2733
Feb 25, 2019

Receipt No: 1.154386

TRIPLE CANNA LLC

Previous Balance: .00
Building & Planning 400.00
220 N 12TH ST LU19-000003 400.00

Total: 400.00

Check
Check No: 2447 400.00
Total Applied: 400.00

Change Tendered: .00

02/25/2019 9:35 AM



**TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623**

**Planning and Zoning Commission
Memorandum**

Meeting Date: 4-11-2019

TITLE: Triple Canna LLC. Retail Marijuana Infused Product Manufacturing Operation

SUBMITTING DEPARTMENT: Planning

ATTACHMENTS: Application

BACKGROUND:

Triple Canna LLC. have submitted an application to operate a retail marijuana infused product manufacturing operation at 220 N 12th Street. There has been a cultivation operation at this location since approximately 2015 with no known issues being reported to the Town. The operation will require a building permit and review by the Building Official.

DISCUSSION

A retail marijuana infused product manufacturing operation (MIP) is allowed through a Special Use Permit in the industrial zone district. Cultivation facilities are prohibited within 500 feet of any school or day care facility and within 500 feet of any alcohol and drug treatment facility. Staff have determined that the proposed facility is not within the 500-foot limit for schools, daycare or treatment facilities.

PARKING:

The facility is proposed to be operated as a cultivation operation as well as the marijuana infused product manufacturing facility. The facility is broken down by the uses within the building for the parking requirements;

Cultivation operations = 1 parking spot (1 per 750 square feet)

MIP, per Table 5.8-2 Schedule B Manufacturing Area

= 4 parking spots (1 per 250 square feet)

= 5 parking spaces in total are provided on site.

The parking is provided to the front and side of the building and is adequate.

TRAFFIC IMPACTS:

As there is no licensed dispensary or retail store on site there is no foreseeable traffic impacts other than deliveries and employee traffic.

SPECIAL USE PERMIT:

A Special Use must meet the following Special Use Permit criteria:

- a. An approved special use shall meet the purposes of the zone district in which it will be located and all of the criteria and regulations specified for such use in that zone district, including but not limited to height, setbacks and lot coverage;
- b. An approved special use shall comply with all applicable fire, building, occupancy and other municipal code provisions adopted by the Town of Carbondale for the protection of public health, safety and welfare;
- c. An approved special use shall not have an adverse impact on the traffic in a neighborhood;
- d. An approved special use shall not otherwise have an adverse effect upon the character of surrounding uses.
- e. There are no impacts of the proposed use on adjacent properties and the surrounding neighborhood or such impacts have been minimized in a satisfactory manner.
- f. The impacts of the use, including but not limited to its design and operation, parking and loading, traffic, noise, access to air and light, impacts on privacy of adjacent uses, and others, shall not create a nuisance and such impacts shall be borne by the owners and residents of the property on which the proposed use is located rather than by adjacent properties or the neighborhood.
- g. Access to the site shall be adequate for the proposed use, considering the width of adjacent streets and alleys, and safety.
- h. The project is in scale with the existing neighborhood or will be considered to be in the scale with the neighborhood as it develops in the immediate future.
- i. The project maximizes the use of the site's desirable, natural characteristics.
- j. Where applicable, the use will provide well-located, clean, safe and pleasant additional dwelling units in an existing neighborhood.

The Town may impose conditions it feels necessary to ensure that a proposed special use meets the purposes in the zoning code and to protect the public health, safety and general welfare of the Town and surrounding neighborhood. The Town has broad authority to deny a special use if it determines a proposed use is incompatible with the neighborhood.

RECOMMENDED FINDINGS:

- a. The proposed use meets the purposes of the Industrial zone district.
- b. The Retail Marijuana Infused Product Manufacturing Operation shall be required to comply with all applicable fire, building, occupancy and other municipal code provisions adopted by the Town of Carbondale for the protection of public health, safety and welfare.
- c. The proposed use does not have an adverse impact on the traffic and parking in the neighborhood.
- d. The Retail Marijuana Infused Product Manufacturing Operation does not have an adverse effect upon the character of surrounding uses.
- e. With the conditions of approval, the impacts of the proposed use on adjacent properties and the surrounding neighborhood have been or will be minimized in a satisfactory manner.
- f. The impacts of the Retail Marijuana Infused Product Manufacturing Operation, including but not limited to its operation, parking, traffic, noise, access to air and light, impacts on privacy of adjacent uses, and others, will not create a nuisance and such impacts would be borne by the owners and residents of the property on which the proposed use is located rather than by adjacent properties or the neighborhood.
- g. The project is in scale with the existing neighborhood.
- h. The project maximizes the use of the site's desirable, natural characteristics.

RECOMMENDATION:

Staff recommends that the following motion be approved: **Move to recommend approval of a Special Use Permit for the operation of a Retail Marijuana Infused Product Manufacturing Operation to be located at 220 North 12 Street, Carbondale, Colorado, with the following conditions:**

- 1. The Special Use Permit shall be limited to a Retail Marijuana Infused Product Manufacturing Operation.

2. All parking shall be limited to the employees of the operation and shall not impact the other units in the building nor the surrounding neighborhood.
3. That the operation shall significantly control or mitigate any odor, waste water and hazardous material impacts to the Town and surrounding uses.
4. The Applicant shall comply at all times with State Regulations governing the operation of a Retail Marijuana Infused Product Manufacturing Operation.
5. The Applicant shall comply at all times with any Town regulations relating to the operation and licensing of the Retail Marijuana Infused Product Manufacturing Operation.
6. The Applicant shall comply with all applicable fire and building code provisions for the protection of the health and safety of adjacent properties, units and the general public.
7. That the Owner is to provide Material Data Safety Sheets (MSDS) to the Town for all chemicals on site to be forwarded to the Fire Marshall and the Town Utility Director for review.
8. That the applicant shall apply for and receive all required building permits as determined by the Building Official before any manufacturing may commence.
9. All representations of the Applicant made before the Town during public hearings shall be considered a condition of approval.

Prepared By: John Leybourne



Town of Carbondale
511 Colorado Ave
Carbondale, CO 81623
(970)963-2733

Pre-Application Meeting Date _____
Fees 400.00 Date Pd 2-15-19

Land Use Application

PART 1 – APPLICANT INFORMATION

Applicant Name: TRIPLE CANNA LLC Phone: (970)948-8672
Applicant Address: 5353 W. SOPRIS CK. RD. BASALT, CO 81621
E-mail: CANDALERESNICK@HOTMAIL.COM
Owner Name: JOINER REAL ESTATE LLC Phone: (970)379-6300
Address: 78 UPLAND LN. CARBONDALE, CO 81623
E-mail: tsj-4258@GMAIL.COM

Location of Property: provide street address and either 1) subdivision lot and block; or 2) metes and bounds:

220 N. 12th ST. UNIT A STE. I 12ST. INDUSTRY PLACE LOT 7
↓
LAND ENTRY

PART 2 – PROJECT DESCRIPTION

General project description:

RETAIL MARIJUANA PRODUCT MANUFACTURING
BROKERING, PACKAGING, EXTRACTION, DISTILLATION

Size of Parcel: 23,958 SQ' # Dwelling Units: 0 Sq Ftg Comm: 339 SQ' ^{STE I + ENTRY}

Type of Application(s): RETAIL MARIJUANA PRODUCT MANUFACTURING

Existing Zoning: I Proposed Zoning: I

PART 3 – SIGNATURES

I declare that I have read the excerpt from the Town of Carbondale Municipal Code Article 8 Land Use Fees. I acknowledge that it is my responsibility to reimburse the Town for all fees incurred as a result of this application.

I declare that the above information is true and correct to the best of my knowledge.

[Signature]
Applicant Signature

1/29/19
Date

Signature of all owners of the property must appear before the application is accepted.

[Signature] 1/23/19
Owner Signature Date

Owner Signature Date

STATE OF COLORADO)

COUNTY OF GARFIELD) ss.

The above and foregoing document was acknowledged before me this
23rd day of January 2019, by Thomas Joiner &

Candace Resnick

Witness my hand and official

My commission expires:

Cynthia Barker
Notary Public

CYNTHIA BARKER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164007194
MY COMMISSION EXPIRES 02-23-2020

CYNTHIA BARKER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164007194
MY COMMISSION EXPIRES 02-23-2020



**Town of Carbondale
Special Use Permit
Checklist**

(970) 963-2733

Project Name: TRIPLE CANNA RETAIL MARIJUANA PRODUCT MFG.

Applicant: TRIPLE CANNA LLC

Applicant Address: 5353 W. SOPRIS CK. RD. BASALT, CO 81621

Location: 220 N. 12th ST UNITA STEI + ENTRY CARBONDALE 81623 (339 SQ FT WITHIN UNITA)

Date: 2/6/19

Staff Member:

Section 2.3 of the UDC requires a pre-application meeting with planning staff prior to submittal of a land use application.

Per Section 2.3.2.B of the UDC, the Planning Director shall determine the form and number of application materials required.

Required Attachments

- ☐ Filing Fee of \$400 for Special Use Permit & Land Use Application (separate attachment).
- ☐ A letter requesting the review of the proposed plan for the building project.
- ☐ Proof of property ownership.
- ☐ A site plan showing the footprint of all buildings, existing and proposed parking configurations, trash locations, driveways and circulation, alleys, sidewalks, fences, open space, the location of all utilities and easements, and the design of each structure proposed, and other details demonstrating conformance with regulations and development standards applicable to the proposed use, the site, and the zoning district in which the use will be located.
- ☐ A description of the uses on the adjacent properties (including the number of dwelling units if known) and on the surrounding block, to the extent this can be determined by observation and photographs of the streets (and where applicable, alleys) to document the existing site, surrounding uses and parking conditions.
- ☐ Rules and regulations to govern the proposed use if applicable;
- ☐ If applicable, conceptual building elevations with notes indicating types of construction, exterior finishes, location of entry doors, decks, etc. Such plans shall be drawn at a scale suitable for definitive review.

- [illegible]

1/29/19

TO:

Town of Carbondale
Planning Department
Re: Special Use Permit

FROM:

Triple Canna LLC
Candace Resnick (member)
Mailing address: 5353 W. Sopris Ck. Rd. Basalt, CO 81621
Proposed business location: 220 N. 12th St. Unit A Ste. I + ENTRY
Carbondale, CO 81623

To Carbondale Planning and Zoning commissioners,

Triple Canna LLC requests that you review our Land Use/
Special Use permit Application, and all associated documentation
attached.

This property is located within the General Industrial (I) zone district and is bordered by (I) zone district on the north, east and west. The Commercial/Wholesale/Retail (CRW) zone district is nearby and the Commercial/Transitional (CT) Zone district is to the south. The business activity governed by the special use permit will take place in Unit A Ste. I and Entry area. The predominant activity surrounding the proposed location for which the special use permit is being requested is industrial. Unit A has previously operated as a Licensed Retail Marijuana Cultivation facility and has to date created no problems for adjoining property owners, thus setting a positive precedent for approval of our application.

All of Triple Canna's Retail Marijuana Products
Manufacturing business activity will take place within the

permitted and secured premises designated as Ste. I and Entry within Unit A. Suite I and Entry area will have one access door to the outside and one door opening into a common area. Both doors will have commercial grade locks, key pad entry/alarm systems and monitored camera surveillance. The common area includes a bathroom and also a hallway. The building which houses Unit A and in turn the proposed business is metal clad industrial construction. The security system (per MED and Town of Carbondale regulations) for the permitted premises will have 24 hour a day security surveillance (contracted with independent off-site security company).

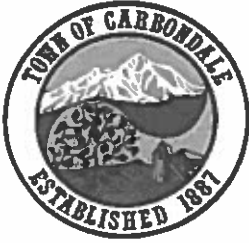
Also, please find included in this packet:

- Land Use Application
- Special Use Permit checklist
- Business Operation Description
- List of adjacent property owners within 300' radius
- Zoning Maps and Arial Photo
- Site, Building plan and elevations
- Photos
- Odor mitigation plan

Please feel free to contact me for any additional information needed to assist you with your review of our application.

Thank you for your time and consideration,

Candace Resnick
970-948-8672
candaceresnick@hotmail.com



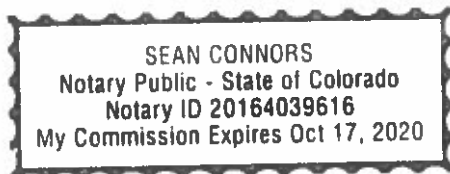
Town of Carbondale Affidavit of Mailing

The undersigned certifies that he/she mailed the attached Notice of Hearing by First Class Mail, postage prepaid as required by the Carbondale Municipal Code. The people on the attached list were sent the Notice of Hearing. In addition, notices were posted on the property.

Date of Mailing: 3/21/19

By: 
CANDALE RESNICK

Subscribed and sworn before me this 21 day of March, 20 19.




Notary

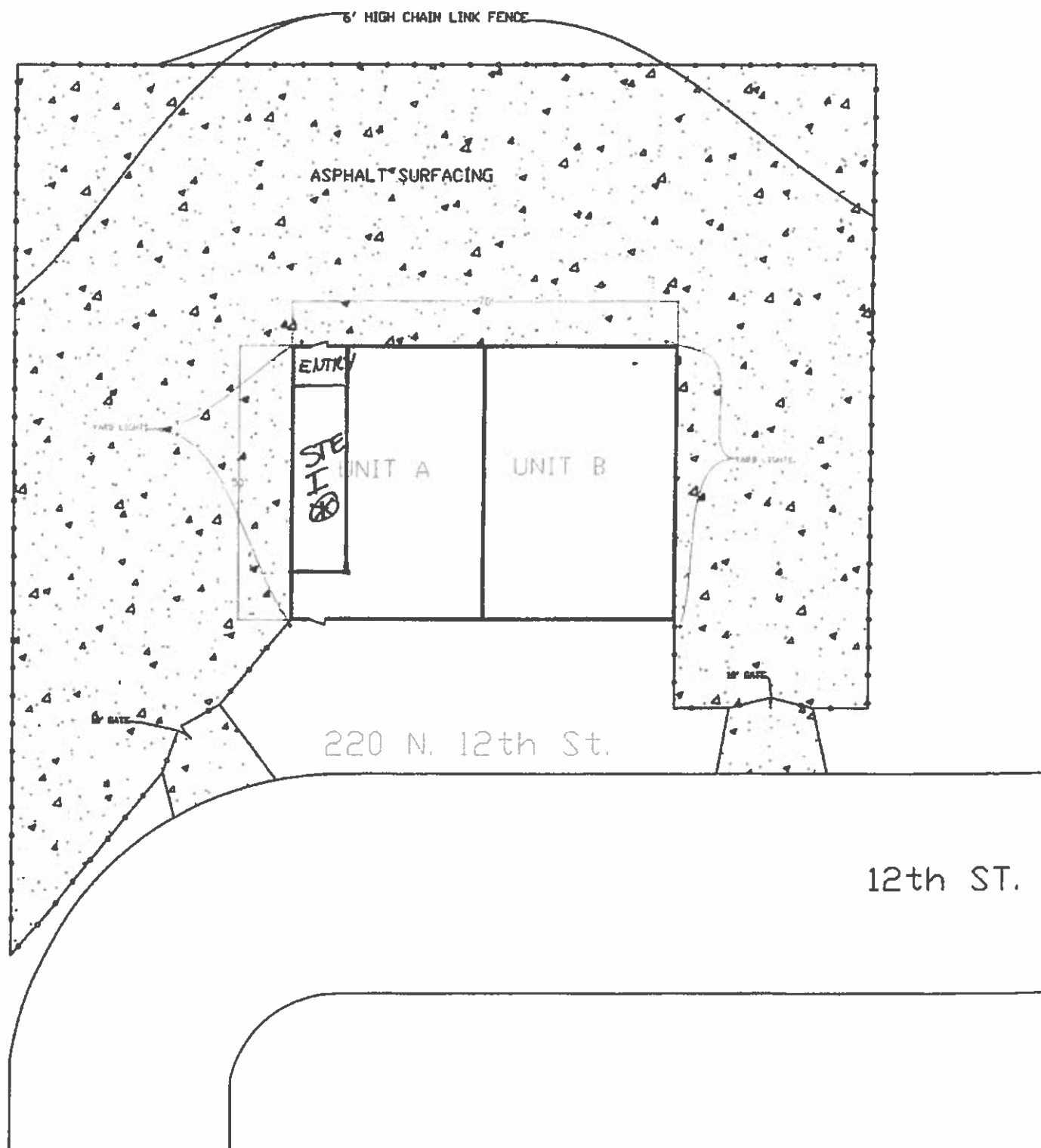
My commission expires: 10/17/2020

Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
239333100002	888 133 HWY CARBONDALE	NATIONAL PROPANE, L P	R340807	PO BOX 798 VALLEY FORGE, PA 19482-9908
239333100006	762 INDUSTRY PL CARBONDALE	ROACH, PAUL G & LINDA L	R090135	762 INDUSTRY WAY STE 1 CARBONDALE, CO 81623
239333136004	770 INDUSTRY PL CARBONDALE	770 INDUSTRY PLACE CONDOMINIUMS ASSOCIATION, INC	R580439	82 NORTHWAY DRIVE ASPEN, CO 81611-2290
239333139006	804 133 HWY CARBONDALE	K CUATRO LLC	R007863	PO BOX 2412 ASPEN, CO 81612
239333139007	133 HWY CARBONDALE	RED ROCK PLAZA CONDOMINIUM ASSOCAITION	R007864	804 HIGHWAY 133 CARBONDALE, CO 81623
239333140001	898 133 HWY #101 CARBONDALE	MONKEY HOUSE CARBONDALE LLC	R007871	898 HIGHWAY 133 UNIT 101 CARBONDALE, CO 81623
239333140002	133 HWY CARBONDALE	YOUNG, CASEY & RUTH	R007872	90 KIOWA CARBONDALE, CO 81623
239333140003	133 HWY CARBONDALE	MITCHELL, JOEL	R007873	0898 HIGHWAY 133 STE 103 CARBONDALE, CO 81623
239333140004	898 133 HWY #104 CARBONDALE	TGH PROPERTIES LLC	R007874	0898 HIGHWAY 133, SUITE 303 CARBONDALE, CO 81623
239333140006	133 HWY CARBONDALE	CRYER, BARRY ARTHUR	R007876	898 HWY 133, STE 301 CARBONDALE, CO 81623
239333140007	133 HWY CARBONDALE	CRYER, BARRY ARTHUR	R007877	898 HIGHWAY 133 SUITE #301 CARBONDALE, CO 81623
239333140008	133 HWY CARBONDALE	HEUER, THOMAS	R007878	0898 HIGHWAY 133 #303 CARBONDALE, CO 81623
239333140009	898 133 HWY #304 CARBONDALE	COWGIRL, A COLORADO LIMITED LIABILITY COMPANY	R007879	40 OAK RUN CARBONDALE, CO 81623
239333140017	133 HWY CARBONDALE	E T PLAZA INDUSTRIAL PARK PLANNED COMMUNITY ASSOC	R007887	0898 HIGHWAY 133 CARBONDALE, CO 81623
239333140018	181 12TH ST CARBONDALE	DURGIN COMMERCIAL CONDO, LLC	R083470	PO BOX 1690 CARBONDALE, CO 81623
239333140019	181 12TH ST CARBONDALE	202 INVESTMENTS LLC	R083471	PO BOX 493 SNOWMASS, CO 81654
239333148002	133 HWY CARBONDALE	CARBONDALE COMMERCIAL SERVICES, INC	R043631	1117 VILLAGE ROAD CARBONDALE, CO 81623
239333400014	958 133 HWY CARBONDALE	STEIN PROPERTIES LIMITED PARTNERSHIP	R340854	1624 W OLIVE AVENUE BURBANK, CA 91506- 2459
239334200010	276 10TH ST CARBONDALE	PERUTZ, LUCY DIANA & BRITT, TOBYN STERLING	R340073	276 N 10TH STREET CARBONDALE, CO 81623
239334200031	766 133 HWY CARBONDALE	ASPEN COLORADO, CITY OF PITKIN COUNTY, COLORADO	R111252	130 SOUTH GALENA ASPEN, CO 81611
239334200033	302 N 10TH ST CARBONDALE	HARDER, MATHEW P & ELLY	R340257	1952 MEDICINE BOW ROAD ASPEN, CO 81611
239334233002	786 INDUSTRY PL CARBONDALE	INDEPENDENCE ENVIRONMENTAL SERVICES. INC	R580160	17607 HIGHWAY 82 CARBONDALE. CO 81623

Parcel	Physical Address	Owner	Account Num	Mailing Address
	CARBONDALE			STREET ASPEN, CO 81611
239334233004	Not available CARBONDALE	STUDIO FOR ARTS + WORKS 2 LLLP	R580162	PO BOX 781 CARBONDALE, CO 81623
239334233005	Not available CARBONDALE	LUCKY GUYS, LLC	R580163	PO BOX 1159 CARBONDALE, CO 81623
239334233006	220 N 12TH ST CARBONDALE	JOINER REAL ESTATE LLC	R580164	78 UPLAND LANE CARBONDALE, CO 81623
239334233007	215 N 12TH ST CARBONDALE	FIRST AVENUE PROPERTIES OF MINNEAPOLIS LLC	R580165	320 MAIN STREET SUITE 300 CARBONDALE, CO 81623
239334233010	310 N 10TH ST CARBONDALE	WINSTON, BRIAN J	R083001	2456 DEPEW STREET EDGEWATER, CO 80214- 1235
239334233011	318 N 10TH ST CARBONDALE	HARTMAN, MICHELLE FAITH	R083002	318 NORTH 10TH STREET CARBONDALE, CO 81623
239334233013	387 10TH ST CARBONDALE	STUDIO FOR ARTS + WORKS 2 LLLP	R083365	PO BOX 781 CARBONDALE, CO 81623
239334233014	818 INDUSTRY PL CARBONDALE	STUDIO FOR ARTS + WORKS 2 LLLP	R083366	PO BOX 781 CARBONDALE, CO 81623
239334236001	770 INDUSTRY PL CARBONDALE	IRON CROSS LLC	R580436	1900 DOLORES WAY CARBONDALE, CO 81623
239334236002	770 INDUSTRY PL CARBONDALE	INDUSTRY PLACE LLC	R580437	PO BOX 351 ASPEN, CO 81612
239334236003	770 INDUSTRY PL CARBONDALE	MA NOSE STUDIOS, INC	R580438	407 ASPEN OAK DRIVE ASPEN, CO 81611
239334240001	202 12TH ST #101 CARBONDALE	FORREST, BARBARA A	R041556	90 NATHAN PATH CARBONDALE, CO 81623
239334240002	202 12TH ST #102 CARBONDALE	NEVAREZ-BURGUENO, FRANCISCO	R041557	1540 BARBER DRIVE CARBONDALE, CO 81623
239334240003	202 12TH ST #103 CARBONDALE	FORREST, TIMOTHY J	R041558	112 DEAR RUN CARBONDALE, CO 81623
239334240004	202 12TH ST #104 CARBONDALE	FORREST, TIMOTHY J	R041559	112 DEAR RUN CARBONDALE, CO 81623
239334240005	202 12TH ST #201 CARBONDALE	FORREST, BARBARA A	R041560	90 NATHAN PATH CARBONDALE, CO 81623
239334240006	202 12TH ST #202 CARBONDALE	EAGYE, ABIGAIL A & PRISCILLA P	R041561	PO BOX 6372 SNOWMASS VILLAGE, CO 81615
239334240007	202 12TH ST #203 CARBONDALE	FORREST, TIMOTHY J	R041562	112 DEAR RUN CARBONDALE, CO 81623
239334240008	202 12TH ST #204 CARBONDALE	FORREST, TIMOTHY J	R041563	112 DEAR RUN CARBONDALE, CO 81623
239334240009	202 12TH ST #301 CARBONDALE	FORREST, BARBARA A	R041564	90 NATHAN PATH CARBONDALE, CO 81623
239334240010	202 12TH ST #302 CARBONDALE	FORREST, BARBARA A	R041565	90 NATHAN PATH CARBONDALE, CO 81623
239334240011	202 12TH ST #303 CARBONDALE	FORREST, TIMOTHY J	R041566	112 DEAR RUN CARBONDALE, CO 81623
239334240012	202 12TH ST #304 CARBONDALE	FORREST, TIMOTHY J	R041567	112 DEAR RUN CARBONDALE, CO 81623
239334240013	202 12TH ST CARBONDALE	TWELFTH STREET	R041568	202 12TH ST CARBONDALE, CO 81623

Parcel	Physical Address	Owner	Account Num	Mailing Address
239334268001	350 N 11TH ST CARBONDALE	KOSTER, DEREK & ELIZABETH PARKER	R041666	350 N 11TH STREET CARBONDALE, CO 81623
239334268002	215 10TH ST CARBONDALE	MCCAUSLAND, SUSAN E	R041667	PO BOX 4314 BOULDER, CO 80306
239334300037	211 10TH ST CARBONDALE	CRYMBLE, ARLO DEAN	R340398	211 N 10TH STREET CARBONDALE, CO 81623
239334300045	178 12TH ST CARBONDALE	VARLEY, CAROLE A	R340600	PO BOX 284 CARBONDALE, CO 81623- 0284
239334300046	188 12TH ST CARBONDALE	TWELFTH STREET HOLDINGS LLC	R340431	PO BOX 9553 ASPEN, CO 81612
239334300051	213 10TH ST CARBONDALE	GARVIK, KENNETH W REVOCABLE TRUST & GARVIK, ROBIN L REVOCABLE TRUST	R340200	424 STAGECOACH LANE CARBONDALE, CO 81623
239334350001	213 1/2 N 10TH ST #A CARBONDALE	POWELL, ROBYN & C WHEELER & LAWDER, KAREN	R340684	2275 EDMERE LAKE CIRCLE MARIETTA, GA 30062
239334350002	213 1/2 N 10TH ST #B CARBONDALE	FOX, LAUREN	R340685	213 1/2 NORTH 10TH STREET #B CARBONDALE, CO 81623
239334350003	213 1/2 N 10TH ST #C CARBONDALE	LEWIS, DAVID E & NEWTON, MONA L	R340686	708 GRANT AVENUE LOUISVILLE, CO 80027
239334350004	213 1/2 N 10TH ST #D CARBONDALE	TIPTON, CHRIS ALLEN	R340687	213 1/2 NORTH 10TH STREET #D CARBONDALE, CO 81623
239334350005	213 1/2 N 10TH ST CARBONDALE	SOUTHVIEW CONDO ASSOCIATION, INC	R340931	PO BOX 1370 BASALT, CO 81621-1370
239334387004	N 10TH ST CARBONDALE	PCI, LLLP	R041917	PO BOX 700 GLENWOOD SPRINGS, CO 81602
ROW	Not available null			



220 N. 12th St.
Property Plan Layout
and Exterior Lighting

⊗ NOT TO SCALE

Raising the bar for short path kits.

SYSTEM APPROVED BY PRESSURE SAFETY INSPECTION
LLC

– by Lab Society

More output. Less time.

Introducing the all new, 12 liter (12L) short path distillation system from Lab Society. The largest installment of our Executive G2 Series is finally available. We asked our customers, and they wanted one thing: **increased output on a scale like never before, faster than ever before.** So we built the most comprehensive, turn-key solution for short path ever brought to market.

Blazingly fast.

With Lab Society's new PDH-2 distillation head, users are seeing **speed increases of up to 200% from prior systems.**

With the same theory behind Lab Society's previous dual-headed 5L system, the 12L employs the ability to simultaneously run a second PDH-2 or an auxiliary condenser setup to vastly improve speed and efficiency.

Utilizing a three-way valve between the two distillation heads allows for accurate flow control between the dual-sided system. With the increase in throughput, users are also experiencing higher potencies due to product having less residence time in the system.

This means that you'll get greater output in less time than ever before.

Patent-pending, American-made.

Lab Society's precisely engineered parts and patent-pending glassware designs make the distillation process easier, less user involved, and more efficient. The 12L G2 system features a modular design, so you can quickly modify or customize your system to meet specific production criteria.

The system also includes material transfer tools, cleaning tools, and extra setup parts – everything you need to configure the system to fit your laboratory's needs.

Engineered for precision.

The G2 kit utilizes precise temperature controllers, temperature monitors, and vacuum monitors for complete process control, as well as automation/data logging features. All of

Lab Society's controllers are PC-compatible with software available on labsociety.com or via the product manual.

With a computer connected to the controllers, you can easily control the G2 unit while data logging, setting ramp programs, and/or I/O functions.

Built like a tank.

Sometimes running around the lab all day can make you feel like a bull in a china shop. That's why we designed this system to be the most robust we've ever built. **We stabilized every joint and optimized each component for the wear and tear of daily, industrial laboratory use.**

Everything you need.

The 12L G2 Distillation System is a commercial-scale short path distillation system that **includes all of the clamps, hoses, connectors, accessories, and tools to perform distillations efficiently and with ease.**

Raising the bar.

We've examined every piece of our kit and made it better. We questioned every assumption, and each time we ran into a wall, we built a new component from the ground up. The result is the most highly functional short path distillation kit we've ever built.

System Specifications

- **Batch Capacity:** 6000mL (approx. 6600g dewaxed oil)
- **Optimum capacity:** 3000-4500mL
- **Absolute Max. Capacity:** 7000mL (approx. 7700g dewaxed oil)
- **Main Body Fraction Flow Rate:** 1000-2000g/hour
- **Batch Duration:** 4-8 hours (Estimated)
- **Batch durations are dependent upon primary extraction method, pre-processing methodology and material composition.*
- **Benchtop Size:** 30" x 48" x 32" (not including pump/trap/circulator)
- **Distillation Head:** PDH-2 (LS-PDH-2)
- **American Made Glassware and Controllers**

System Requirements

VACUUM PUMP

- **Pair with:** 2070B-01, 3061-01, 3081-01, nXDS10iC, RV5, RV8, 1402B-01
 - **Min. Ultimate Pressure:** 150 micron/ mTorr
 - **Free Air Displacement:** min. 1.8 cfm, max. 12 cfm
- Belt Driven Vac Pump \$1,800.00*

- **Modified configurations may utilize 12-20 cfm (utilize at own risk, Lab Society is not responsible or liable for damages or misuse).*

VACUUM/COLD TRAP

- **Pair with:** LS-CTK-C T40, IP-60, IP-80 → 2,990.00
- **Manual:** Dry ice with isopropanol or acetone; immersion or Dewar style.
- **Note:** *If a vacuum trap is approx. -100°C (-166°F), oxygen can condense to a liquid under deep vacuum pressures. This can create potentially explosive situations. Lab Society does not recommend running your vacuum traps at or below said temperature.*

LIQUID CIRCULATOR

- **Pair with:** LS-BTK-8C, MX07R, SD07R, AD07R
- **Min. Temp.:** 32°C

?? Do this same as liquid chiller
\$12,000

System And Electrical Parameters

- **Heating Mantles:** 1800w, 115V, 15.6 amps.
- **Max. System temperature:** 260°C (PTFE / PFA Temp. Limit)
- **Stirring Motor:** 29w, 130V, .22 amps
- **Speed Range:** 100-1850 rpm
- **Vacuum Monitoring:** 15w, 100-120V
- **Range:** .7 mTorr to 800 Torr

Certifications

- **Heating Mantles:** CSA
- **Controllers:** CE / NRTL Constructed with 100% UL and CSA listed parts.
- **Stirrer:** CE / CSA / NRTL
- **Vacuum Gauge:** RoHS / CE / NRTL



Search online store



CALL US : (331) 281-0154

Select Language ▼

SYSTEM APPROVED BY PRESSURE SAFETY INSPECTORS

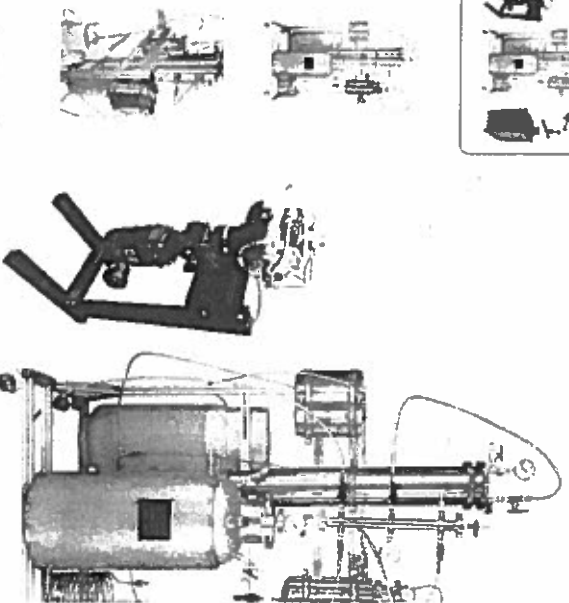
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Shop Now Blog



Shop All Categories > Extractors > Closed Loop Extractors > Certified Closed Loop Extractors > 10LB Active PSI Certified Closed Loop Extraction System

10LB Active PSI Certified Closed Loop Extraction System



Product Code: 10LBCTH Availability: IN STOCK

Price as configured: \$34,000.00

Qty:

ADD TO CART

Join the BVV Family and receive 5% OFF your order! - [More Information](#) →

PRINT PRODUCT

Add to Compare Add to Wishlist

Be the first to review this product

*****Note: This item will ship via Freight ONLY.**

- 10L B Active PSI Certified Closed Loop Extraction System
- MWPP-6CFM Explosion Proof Recovery Pump
- Polyscience 45 liter Advanced Digital Refrigerated Circulator (-25°C/135°C)
- UL Listed Pro Series 21.2CFM Corrosion Resistant Two Stage Vacuum Pump

Additional Information

DISPLAY REQUEST FOR QUOTE NO

2. Be the first to review this product

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Enter your email

Student

Account information

Sign In

My Account

[View Cart](#)

My Wishlist

Policies & Information

About Us

Contact

PR/Inquiries

Store Address

Categorías

Extractors

Vacuum Chambers

Extractor Parts

Lab Equipment

Vacuum Ovens

Pumps

[View All Categories](#)

Solvents

Rosin Heat Presses

USA Made Products

Accessories

Heaters / Chillers

Digital Heat Pads

Scholarships





UNIT "A"

SE CORNER of BUILDING

UNIT "A"

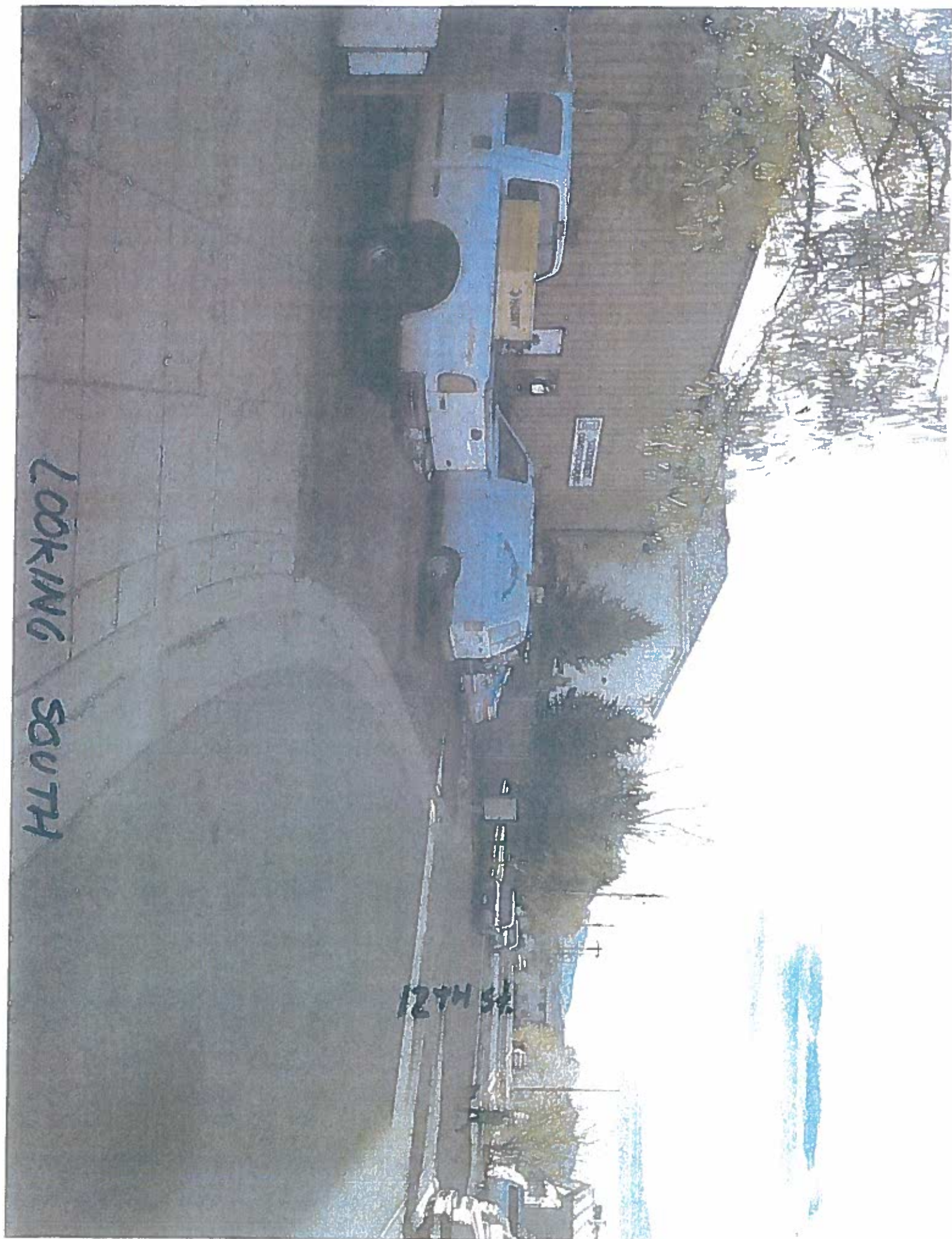


NORTH SIDE OF BLDG.
LOOKING WEST / SOUTHWEST

12TH ST.

LOOKING SOUTH

12TH ST

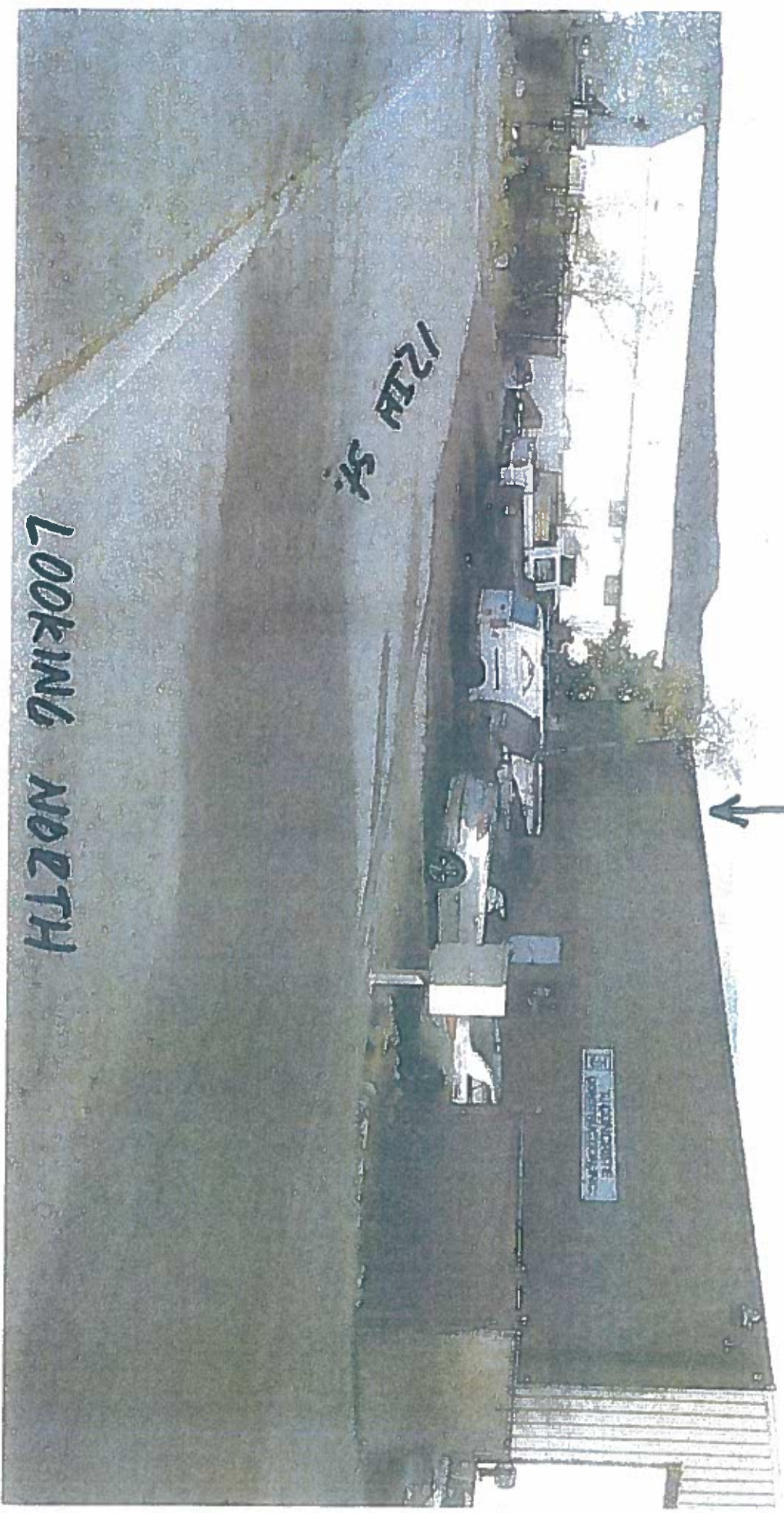


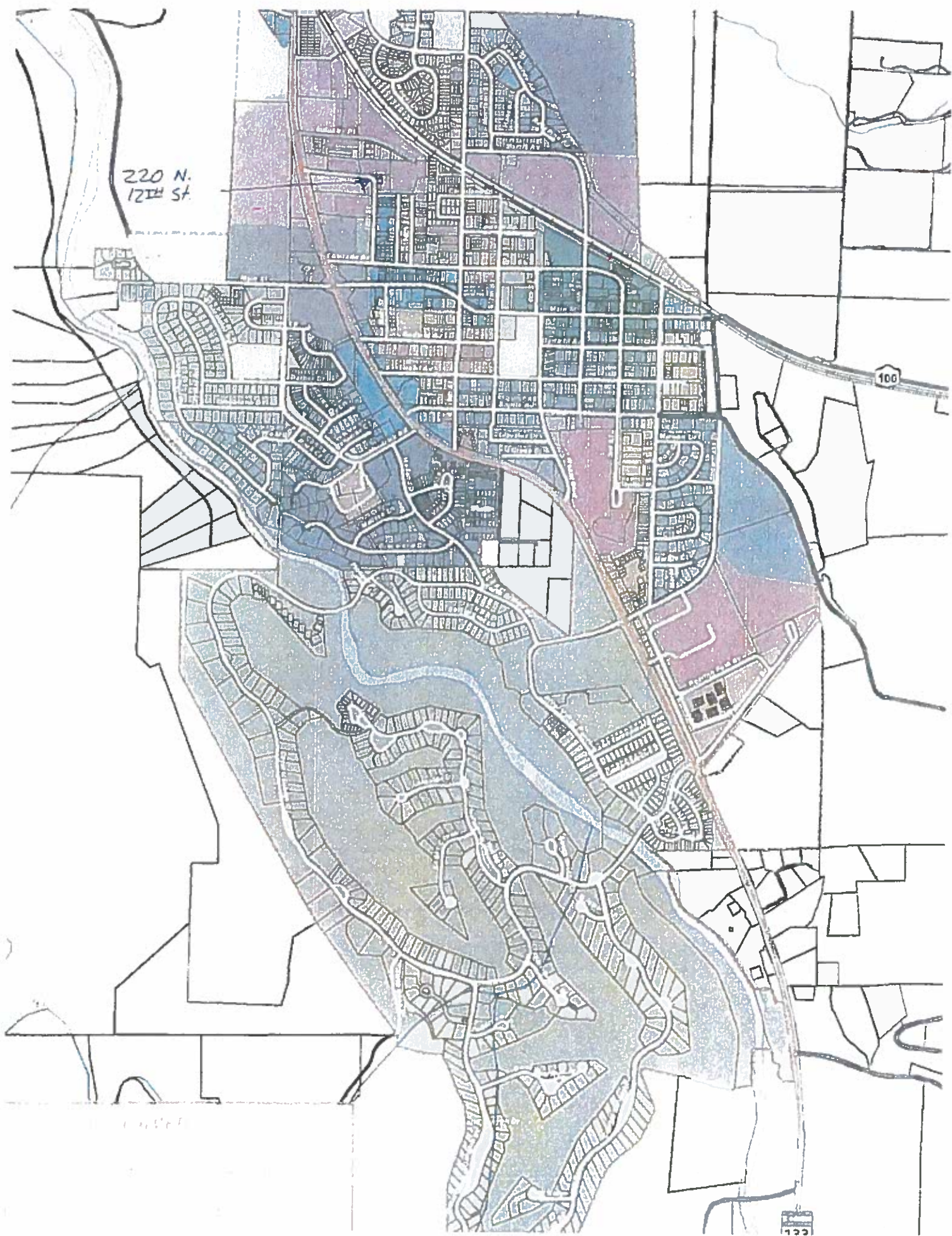
UNIT "A" IS NORTH HALF
OF BUILDING

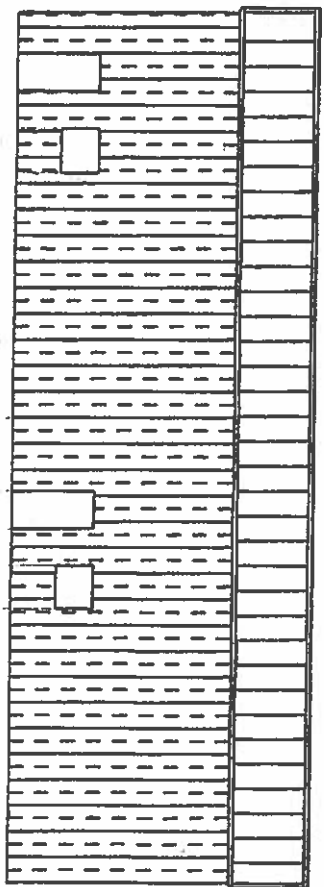


12th St

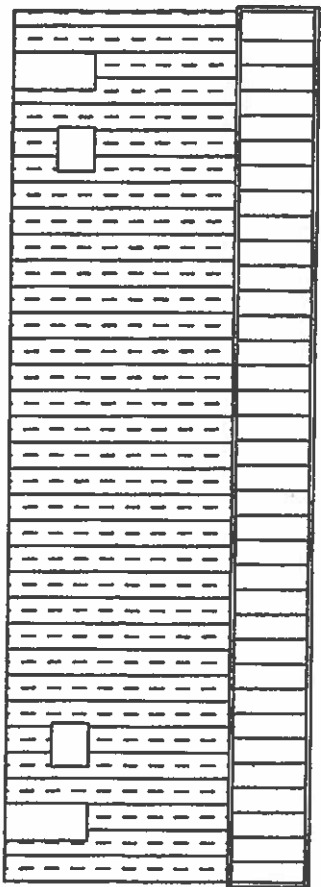
LOOKING NORTH



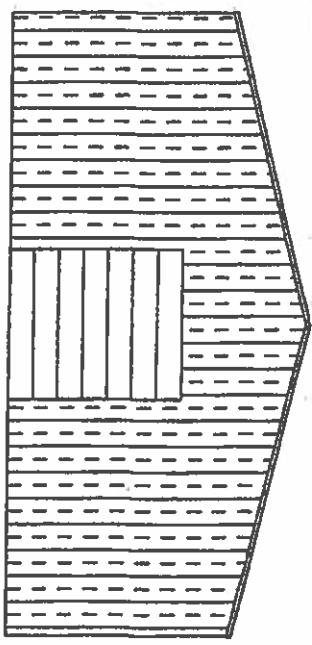




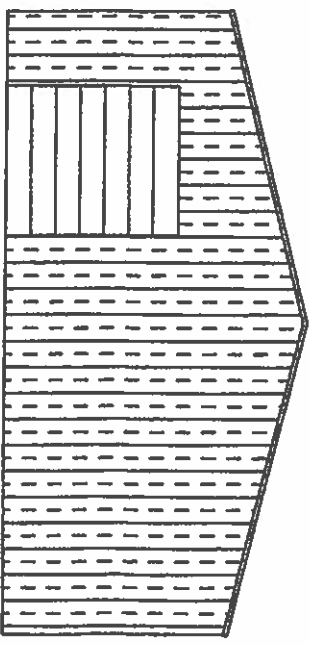
WEST ELEVATION



EAST ELEVATION



NORTH
ELEVATION



SOUTH
ELEVATION

BUILDING ELEVATIONS
220 N. 12th. St

220 N. 12th ST. UNIT A

STE I-ENTRY MANUFACTURED PRODUCTS
SHOWING-DIAGRAM OF PREMISES, DIMENSIONS, WALLS
PARTITIONS, LIMITED ACCESS AREA, USE

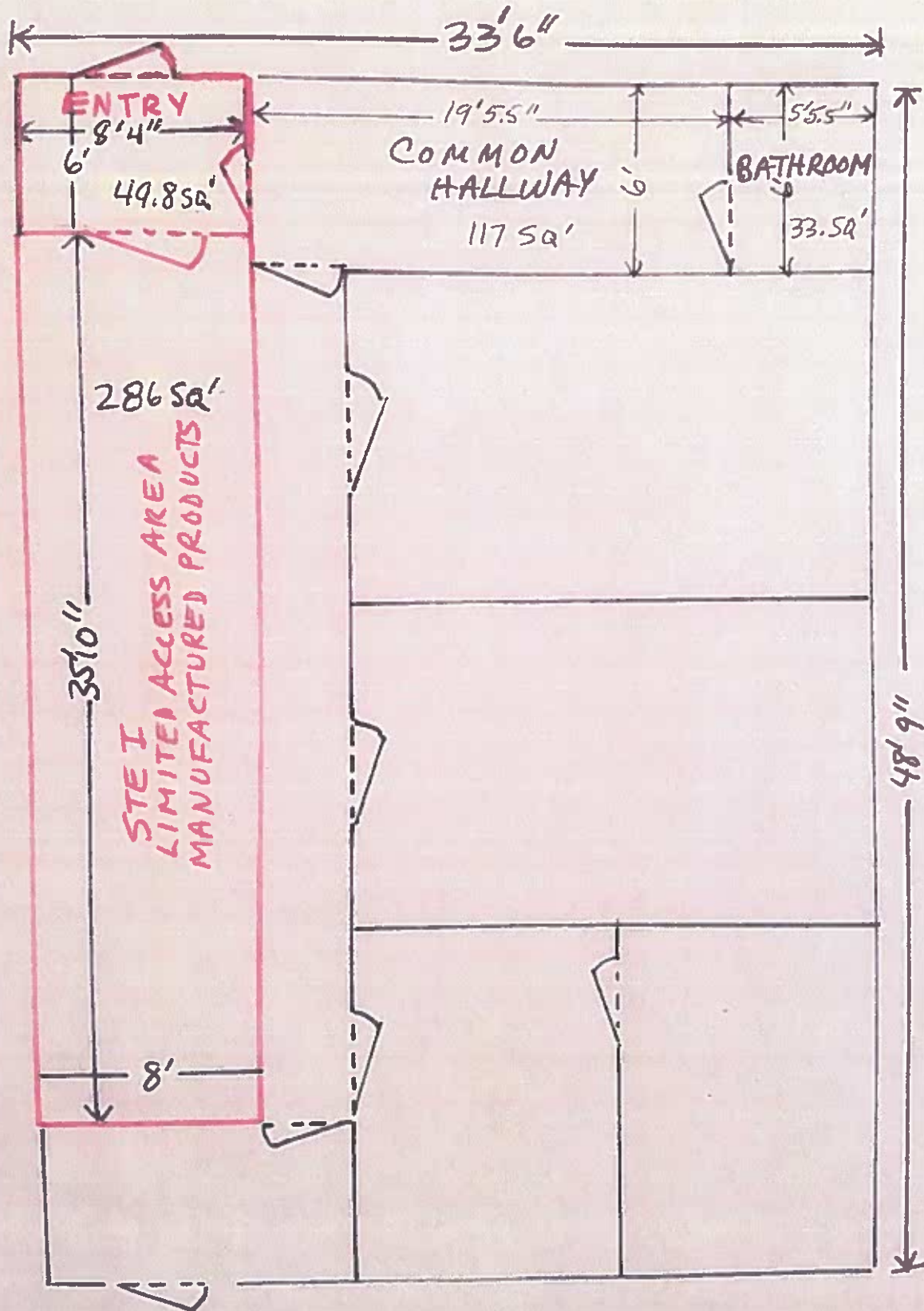
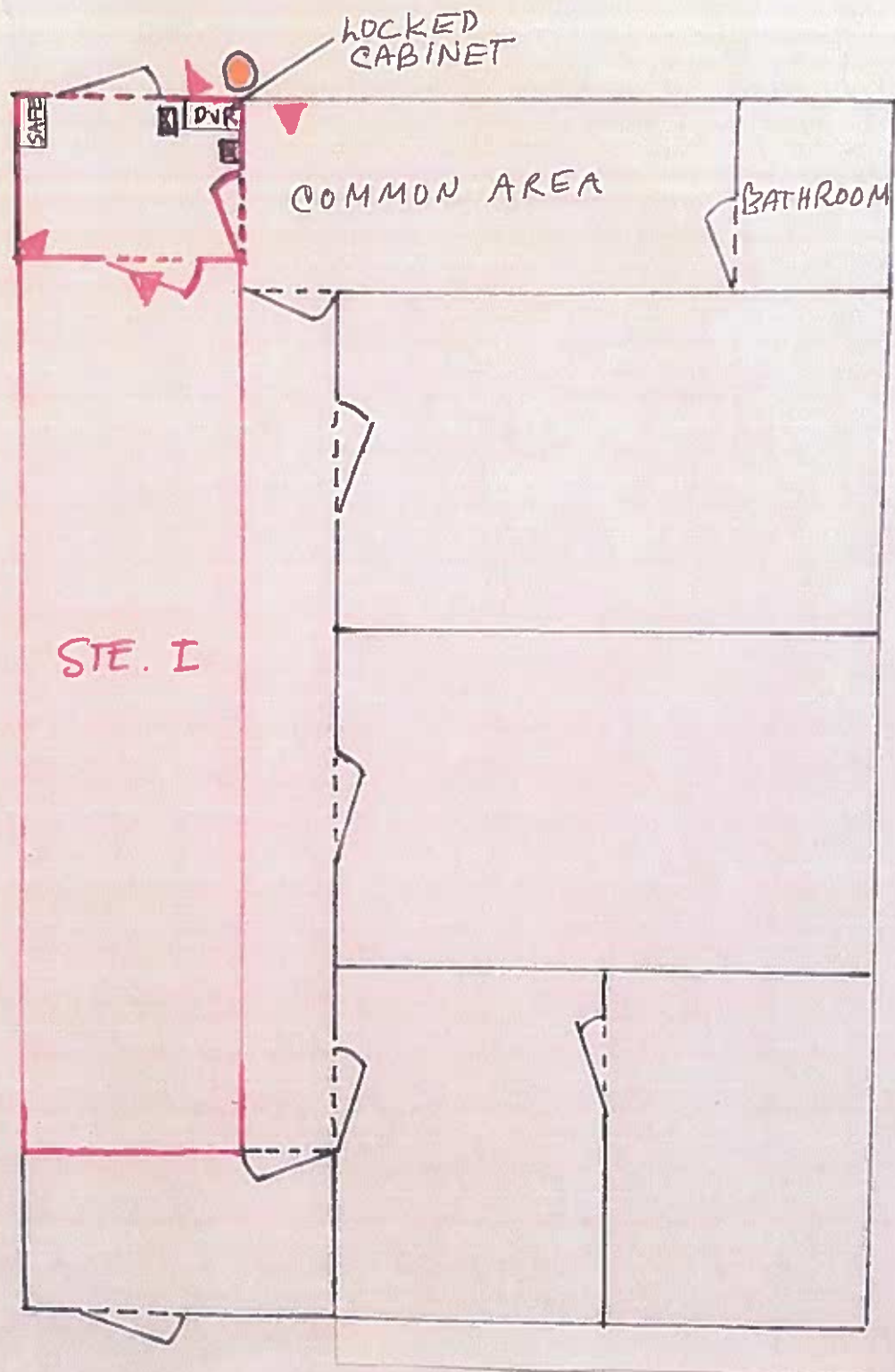


EXHIBIT A + B COMBINED
220 N. 12th ST. UNIT A

STE. I - ENTRY MANUFACTURED PRODUCTS
SHOWING - SECURITY CAMERAS, ALARMS, SAFE, DV
LOCKING SYSTEMS

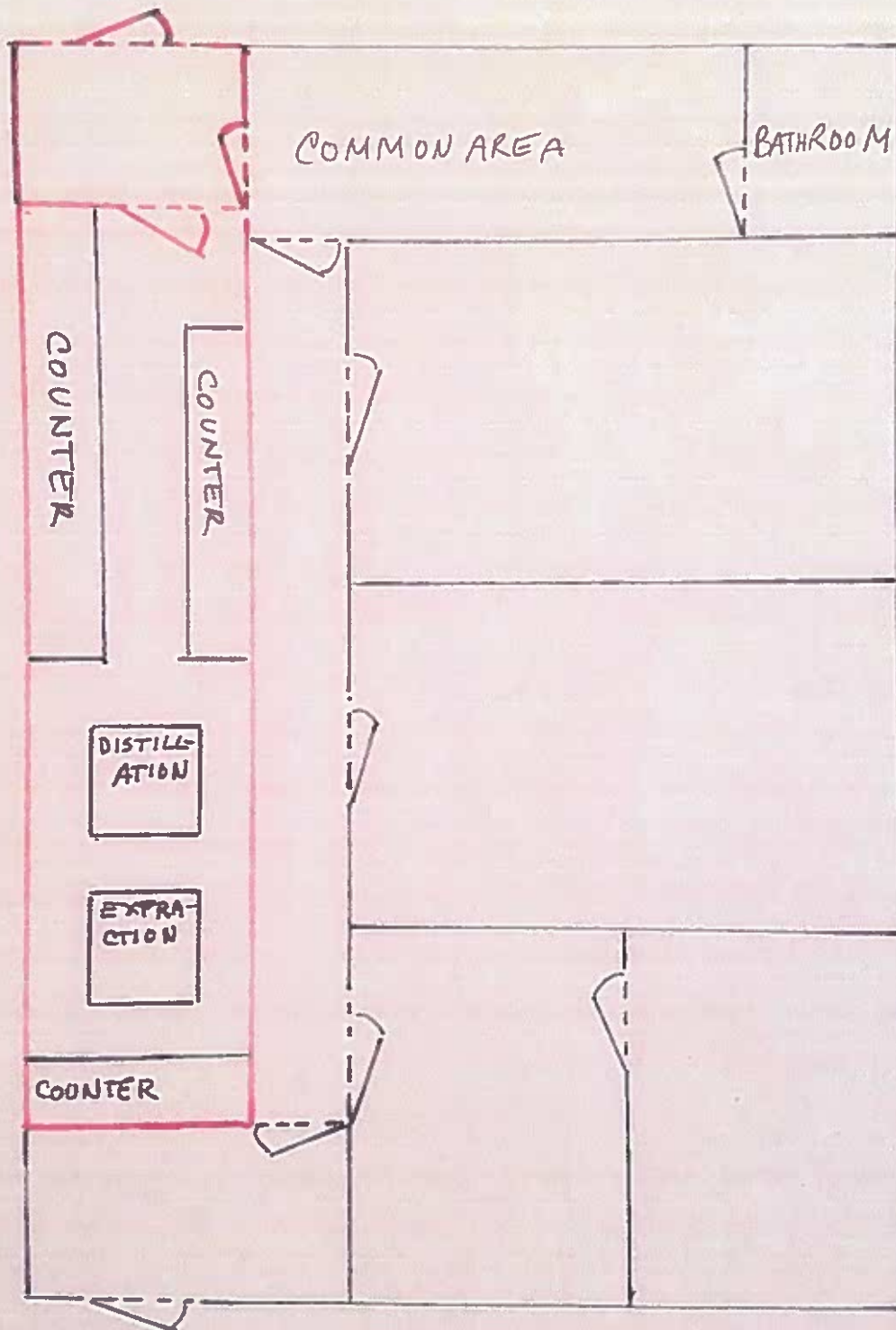


▲ CAMERA
● LIGHT

⊗ COMMERCIAL DOORLOCK
KEY PAD/ALARM

220 N. 12TH ST. UNIT A

STEEL-ENTRY MARIJUANA MANUFACTURED PRODUCTS
SHOWING PROPOSED LOCATION OF
EXTRACTION AND DISTILLATION EQUIPMENT
AND COUNTERS FOR PACKAGING



SEE ATTACHED SPECS. FOR PROPOSED
EQUIPMENT (EXHIBIT D)

LEASE

This Lease is made and executed between JOINER REAL ESTATE, LLC, a Colorado Limited Liability Company, (Lessor) and TRIPLE CANNA, LLC, a Colorado Limited Liability Company (Lessee) effective February 1, 2019 ("Effective Date").

SECTION I. DESCRIPTION OF PREMISES

Lessor leases to Lessee a portion of that certain commercial building, said portion hereinafter referred to as the Leased Premises, situated in the Town of Carbondale, County of Garfield, State of Colorado, described as follows:

220 N. 12th Street, Unit A (Suites I, II, III, IV, and common area), -Carbondale, Colorado

together with, at no additional rent, the contiguous parking areas as described by Lessor for use by Unit A Tenant on the Leased Premises, as highlighted on the attached Exhibit A. (Lessee shall not use the parking areas for general or long-term vehicle storage); together with all easements, rights, and appurtenances in connection with the Leased Premises. The Leased Premises are a portion of a commercial building containing other units, a parking area, and common facilities for the use and benefit of all tenants.

The term "common facilities" as used in this Lease shall be construed to include those facilities within the building and surrounding land area for the nonexclusive use of Lessee in common with other authorized users, and shall include, but not be limited to, parking areas, driveways, sidewalks, planted areas, and open means of ingress and egress.

SECTION II. CONSTRUCTION OF IMPROVEMENTS

Lessor may make improvements to the Leased Premises as it exists today, provided: Lessee shall, prior to commencement of construction and/or installation of the tenant finish, submit plans to Lessor for review and approval, which approval shall not be unreasonably withheld. In the event the parties are unable to reach agreement with respect to Lessee's tenant finish plans within sixty (60) days of the mutual execution hereof, then this Lease shall terminate and be of no further force and effect. Improvements, once submitted and approved by Lessor in accordance with the Lease, shall always be the Lessee's sole cost. Upon termination of this Lease, Lessee shall be responsible for half the cost of restoring the Leased Premises to its original warehouse condition (pre Crystal River Growers tenancy).

SECTION III.
PARKING AREA AND COMMON FACILITIES

1. **MAINTENANCE.** Lessor, throughout the term of this Lease, and commencing as of the Effective Date first above set forth, shall maintain and keep in good order, condition, and repair the parking area and common facilities of the commercial center, except for all costs and expenses incurred in connection with Lessee's business operations, such as half of all utility and water/sewer charges paid by Lessor (janitorial expenses are the sole responsibility of Lessee). Lessor will be responsible for taxes, property management fees, repairs, and public liability insurance. Beginning on the Rent Commencement Date as defined by Section V. hereof, Lessor will invoice Lessee, and Lessee shall pay 50 % of the total of such water/sewer and Black Hills Energy charges and 100% of Excel Energy charges for the entire building as its pro rata share due upon receipt. Lessor shall pay 100% of any electricity generated and used from the previous tenant's improved electrical panel, which exclusively services Unit A, the Leased Premises.

2. **USE.** Trucks belonging to the Lessee, to suppliers of the Lessee, or to delivery agents of the Lessee shall be admitted to the parking area for loading and unloading purposes only. Lessee agrees to instruct its employees to park their vehicles in the front designated parking area and agrees to use its best efforts to enforce such instructions. Lessee's employees, customers or business partners shall park in the front of the building.

3. **GOVERNING REGULATIONS.** Lessee will comply and cause its employees and agents to comply with all covenants, conditions and restrictions of record and with all reasonable rules and regulations adopted by Lessor in connection with the use of the parking and loading areas and common facilities, and with all supplements and amendments which Lessor may subsequently adopt. It is understood and agreed that such rules and regulations shall pertain to the safety, care, use, and cleanliness of the parking and loading areas and common facilities and the preservation of good order. No rules or regulations now in effect or subsequently adopted shall be inconsistent with any provisions of this Lease or unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises. All rules and regulations and supplements and amendments, which Lessor may adopt, shall be in writing, and a copy shall be delivered to Lessee.

4. **VIOLATION OF REGULATIONS.** If the Lessee shall fail, within forty-eight (48) hours after receipt of written notice of any violation by the Lessee or its employees or agents of any such rules or regulations, to cure such violation, such failure shall constitute a default under this Lease.

SECTION IV.
RENTAL

Lessee agrees to pay Lessor as rental for the Leased Premises the following:

5. BASE AND ADDITIONAL RENT.

(1) Rent. The monthly rental for this Lease, at such place as Lessor may from time to time designate, in amounts as hereinafter set forth payable on the first day of each month, as follows:

February 1, 2019 through January 31, 2020. Lessee shall pay the Lessor a fixed annual rent in the amount of thirty three thousand and six hundred dollars (\$33,600) ("Fixed Annual Rent"). Such Fixed Annual Rent shall be paid in equal monthly installments of two thousand eight hundred dollars (\$2,800.00) due on the first day of each month during the Lease term without prior demand. Lessee's obligation to pay monthly installments of rent shall commence on February 1st.

(2) Option. In the event of Tenant's full and faithful performance of all Lease provisions hereof, and upon Tenant's proper and timely written notice of exercise of option(s) to extend, the following rent schedules shall apply:

February 1, 2020 through January 31, 2021. Lessee shall pay the Lessor a fixed annual rent in the amount of thirty three thousand and six hundred dollars (\$33,600) ("Fixed Annual Rent"). Such Fixed Annual Rent shall be paid in equal monthly installments of two thousand eight hundred dollars (\$2,800.00) due on the first day of each month during the Lease term without prior demand. Lessee's obligation to pay monthly installments of rent shall commence on February 1st.

February 1, 2021 through January 31, 2022. Lessee shall pay the Lessor a fixed annual rent in the amount of thirty six thousand dollars (\$36,000) ("Fixed Annual Rent"). Such Fixed Annual Rent shall be paid in equal monthly installments of three thousand dollars (\$3,000) due on the first day of each month during the Lease term without prior demand. Lessee's obligation to pay monthly installments of rent shall commence on February 1st.

February 1, 2022 through January 31, 2023. Lessee shall pay the Lessor a fixed annual rent in the amount of thirty eight thousand and four hundred dollars (\$38,400) ("Fixed Annual Rent"). Such Fixed Annual Rent shall be paid in equal monthly installments of three thousand and two hundred dollars (\$3,200.00) due on the first day of each month during the Lease term without prior demand. Lessee's obligation to pay monthly installments of rent shall commence on February 1st.

February 1, 2023 through January 31, 2024. Lessee shall pay the Lessor a fixed annual rent in the amount of thirty eight thousand and four hundred dollars (\$38,400) ("Fixed Annual Rent"). Such Fixed Annual Rent shall be paid in equal monthly installments of three thousand and two hundred dollars (\$3,200.00) due on the first day of each month during the Lease term without prior demand. Lessee's obligation to pay monthly installments of rent shall commence on February 1st.

(3) In the event(s) that Lessee exercises its right to extend the term of this Lease, the rent shall be adjusted from the immediately preceding annual rate commencing with the first year of each respective Option period and continuing such adjustments each year thereafter.

(4) Additional Rental /CAM/Utilities. Beginning on the rent commencement date as defined by Section V. hereof and continuing thereafter during the primary term and any extended term(s), Lessee shall pay utilities as provided by Section III and commercial property/casualty insurance. No expense shall be included in the CAM charges payable by Lessee which are not actual paid expenses in a reasonable commercial context. All charges included in the CAM expenses must be reasonable, not arbitrarily applied and consistent with the market. Lessee shall have the right to request and accounting of the actual paid expenses included in the CAM charge submitted to Lessee; provided, however, such a request to review accounting information shall not act to defer or delay Lessee's obligation to timely pay its stated pro rata share of the CAM expenses. Lessee shall have the right to be reimbursed for any identified overstatement of reasonable CAM charges.

(5) Security Deposit. Contemporaneous with the execution and delivery hereof, Lessee has tendered to Lessor Good Funds in the amount of \$2,800.0000 as Security Deposit for the full, faithful and complete performance of all Lessee obligations hereunder, including, without limitation, all financial obligations related to this Section 5, and all performance, termination, surrender and remediation obligations set forth herein. This security deposit will be forfeited by Lessee to Lessor in the event Lessee is unsuccessful with obtaining regulatory licensing as described in Section XXXVI (A).

(6) As further consideration for Lessor entering into this Lease, Candace Resnick and Mario Cross (collectively, "Guarantors") do, by the execution of this Lease, jointly, severally, unconditionally and irrevocably guarantee the full performance and payment of any and all obligations of Lessee set forth in the Lease, as if the Guarantor was the Lessee pursuant to the Lease.

SECTION V. TERM

6. **PRIMARY TERM.** The agreements contained herein are effective as between the parties as of the Effective Date first above set forth. The primary term of this Lease is agreed to be for a period of one (1) year from and after the Rent Commencement Date determined as follows:

Rental payments and CAM payments due hereunder as described in Section IV. above shall commence February 1, 2019.

If the Rent Commencement Date of this Lease is other than the first day of a calendar month, then the rental due and payable for such partial month shall be prorated to adjust for such discrepancy.

7. **OPTION TO RENEW / EXTEND.** In the event Lessee is not in material default of any of its obligations under this Lease or any terms, conditions and restrictions contained in applicable recorded instruments or any duly adopted rules and regulations, Lessee shall have the right and option to renew this Lease for four (4) additional one (1) year term upon the same terms and conditions as herein contained and at the rent as set forth in Section IV, above. Lessee shall deliver written notice to Lessor of intent to exercise an option no later than ninety (90) days prior to the expiration of the then current term. Failure to exercise an option to renew shall terminate any subsequent options to renew herein given.

8. In no event shall Lessee have the option to renew this Lease for more than four (4) additional terms beyond the Initial Term.

9. Lessee shall provide Lessor with annual confirmation of its regulatory compliance with the Colorado Department of Revenue, Marijuana Enforcement Division (MED) and Town/City of Carbondale, Colorado, prior to, and as a condition of, its right and option to renew this Lease.

SECTION VI. OCCUPANCY AND ACCEPTANCE OF PREMISES

By entering into and occupying the Leased Premises, the Lessee shall be deemed to acknowledge that Lessee has inspected the Leased Premises and that, to the best of Lessee's knowledge, the Leased Premises are in good condition and repair. The entering upon the Leased Premises by Lessee for the purpose of the installation of trade fixtures, furnishings, and equipment or the storing of merchandise shall be construed as an acceptance of the Leased Premises.

SECTION VII. USE OF PREMISES

10. **PURPOSES.** Lessee shall use the Leased Premises for the purpose of conducting a licensed and regulated recreational marijuana grow and/or recreational marijuana infused product (MIP) operation facility or any other legal use reasonably related thereto including hemp

oil production, hemp clone production and recreational marijuana dispensary, and no part of the Leased Premises shall be used for any other purpose without the prior written consent of Lessor.

11. **SPECIFIC LICENSING / REGULATORY COMPLIANCE PROVISIONS.** Lessee understands and agrees that Lessee shall be bound by all provisions, rules, regulations, restrictions, and conditions of the Colorado Department of Revenue, Marijuana Enforcement Division (MED) and the City/Town of Carbondale, CO. Lessee shall provide to Lessor proof of compliance prior to the annual option to renew period in Section V., including but not limited to:

- (1) Approved applications and licenses issued to all employees, owners, any investors or Court Appointees;
- (2) Marijuana tax filings and payment of taxes;
- (3) Disclosure of all types of investors and investor filings;
- (4) On- or off-premise storage permits;
- (5) Transport permits;
- (6) Centralized distribution permits;
- (7) Any disciplinary actions, license violations, and penalties paid as a result of licensing infractions;
- (8) Co-location applications and licenses;
- (9) Inventory tracking compliance records;
- (10) Safety and sanitary compliance records, including testing compliance records;
- (11) Other licensing privileges obtained during the Term of this Lease;
- (12) Other as may be requested by Lessor.

12. **MAINTENANCE OF PREMISES.** The Lessee shall at all times maintain all of the Leased Premises, including parking area, in a clean, neat, and orderly condition.

Lessee shall take reasonable steps to mitigate the release of odors from the Leased Premises. Such reasonable steps shall include, at a minimum, commonly accepted odor control measures.

The Lessee shall not use the Leased Premises or any part, or permit any part of the Leased Premises to be used, or permit any act whatsoever to be done on the Leased Premises, in a manner that will violate or make void or inoperative any policy of insurance held by the Lessor or the Lessee.

13. **STORAGE OF MERCHANDISE.** Lessee agrees to warehouse, store, or stock in the Leased Premises, at all times during the term of this Lease, only such goods, wares, and merchandise for the production of the end-marijuana product as the Lessee intends to transport off Leased Premise and offer for wholesale to buyers or use in connection with the product(s) offered by Lessee in the regular course of Lessee's business. Lessee further agrees to use for

office or clerical purposes only such space in the Leased Premises as is from time to time reasonably required for Lessee's business.

14.

15. **STORAGE OF INFLAMMABLE OR HAZARDOUS MATERIALS.** Lessee agrees that it will not keep or permit to be kept at, in, or about the Leased Premises any gasoline, distillate, or other petroleum product, or other substance or material of an explosive or inflammable nature in such quantities as may endanger any part or portion of the Leased Premises without the written consent of all insurance companies carrying fire or rent insurance on the building of the commercial center or any part of the premises, or do any act or engage in any conduct which shall cause an increase in the fire insurance rates covering the store buildings of the commercial center over those charged by reason of use of the character permitted to the Lessee (which shall include safe amounts of cannabis and hemp distillate as well as alcohol, butane, CO2 or other solvents required for extraction and distillation processes). Any increase to Lessor's building and fire insurance premiums as a result of Lessee's business activities shall be reimbursed by Lessee to Lessor.

Lessee represents and warrants to Lessor that during the term of the Lease and any renewal or holdover period, neither Lessee nor its employees, agents, contractors, subcontractors, invitees, or representatives shall use, generate, manufacture, store, transport or dispose of Hazardous Materials on, under, in or about the Leased Premises or any other portion of the Building without Lessor's express written approval of each such Hazardous Material used, generated, manufactured, stored, transported or disposed of, which approval may be withheld by Lessor. In the event Lessor grants its written approval for any of the activities involving Hazardous Materials described in this paragraph, Lessee agrees at all times to comply fully and in a timely manner, and to cause all employees, agents, contractors, subcontractors, invitees and representatives of Lessee or any other person occupying the Leased Premises to so comply, with all present and future applicable federal, state and local statutes, regulations, ordinances and guidelines relating to the generation, use handling, storage, treatment, transport and disposal of any Hazardous Materials located or present in, on, about or under the Leased Premises. Lessee hereby indemnifies and holds Lessor harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, actions, causes of action, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorney's fees and consultant's fees), arising out of or relating to, directly or indirectly, in whole or in part, any failure of Lessee, its employees, agents, contractors, subcontractors, invitees, representatives or other such persons, to comply with any of such laws, regulations, guidelines, codes, ordinances or other legal requirements. The warranties and indemnities contained in this paragraph shall survive the termination of the Lease by lapse of time or otherwise and the transfer of fee title to the Leased Premises by Lessor. This agreement to indemnify and hold harmless shall be in addition to any other obligations or liabilities that Lessee may have to Lessor at common law, or by statutes, or otherwise. Lessee shall notify

Lessor in writing immediately of any release or threatened release of any Hazardous Material on, in, under or about the Leased Premises.

16. **USE IMPAIRING STRUCTURAL STRENGTH.** The Lessee shall not permit the Leased Premises or any part of such Leased Premises to be used in any manner that will impair the structural strength of the building or permit the installment of any machinery or apparatus, the weight or vibration of which may tend to injure or impair the foundations or structural strength of the foundations.

17. **GARBAGE & PLANT MATERIAL DISPOSAL.** The Lessee shall not burn or incinerate any rubbish, garbage, or debris at, in, or about the Leased Premises, and shall cause all containers, rubbish, garbage, and debris accumulated there to be stored within the Leased Premises, to be hauled away from the Leased Premises, at Lessee's sole expense, for disposal prior to the accumulation of any substantial quantity and according to MED regulations. Garbage disposal is not included in the CAM and is the individual responsibility of each Lessee in the project. Lessor shall, grant Lessee permission to locate a locked and professionally serviced dumpster in the rear parking lot, should the need arise. Dumpster servicing shall be at Lessee's sole expense.

18. **PUBLIC REGULATIONS.** In the conduct of its business in and about the Leased Premises, Lessee shall observe and promptly comply with all laws, ordinances, and regulations of public authorities.

19. **LIMITATION ON LESSOR.** For as long as the Lessee is in compliance with this Lease, The Lessor agrees that it shall not lease other commercial space owned and/or controlled exclusively by Lessor to a competitive marijuana facility operation which, in Lessor's sole opinion, directly competes with the Lessee.

SECTION VIII. INSTALLATION AND MAINTENANCE OF FIXTURES

Lessee shall purchase and install in the Leased Premises all trade fixtures, lighting fixtures, floor coverings, all required equipment, and furnishings to be installed in the Leased Premises and necessary or proper for the operation of its business. In the event the installation of such fixtures, furnishings, and equipment is delayed by reason of strikes, lockouts, war, or any other cause or causes beyond the control of Lessee (excluding financial inability), this Lease continues in full force and effect.

All such trade fixtures, lighting fixtures, floor coverings, all required equipment, and furnishings shall be of first quality and commensurate in appearance and in keeping with the Leased Premises; and Lessee throughout the term of this Lease shall maintain them in good order, condition, and repair at its own cost and expense.

SECTION IX.
SIGNS: EXTERIOR LIGHTING AND FIXTURES

20. **INSTALLATION AND REMOVAL OF SIGNS.** Lessee shall have the exclusive right to erect and maintain upon the exterior and interior of the Leased Premises, at its own expense, all signs necessary or appropriate to the conduct of the business of Lessee; provided, however, that Lessee shall not have the right to erect or maintain in or upon the Leased Premises any sign the erection, maintenance, or removal of which will operate, in Lessor's sole opinion, to decrease the value of the premises, or adjacent premises, without the Lessor's prior consent in writing. Any signs erected or placed in or upon the Leased Premises by Lessee may be removed by it at any time during the term or upon the expiration or sooner termination of this Lease and, upon the written request of Lessor, must be so removed upon such expiration or termination, and all damage caused by the erection, maintenance, or removal of any and all such signs shall be fully repaired at the cost and expense of Lessee.

Installation of any and all exterior signs on the Leased Premises, shall be subject to the prior reasonable written approval of Lessor as to design, size, and location. Lessee acknowledges that the Leased Premises are a part of an integrated and uniform commercial center and that control of exterior signs by Lessor is essential in order to maintain uniformity and aesthetic values in the commercial center.

21. **INSTALLATION OF EXTERIOR LIGHTING AND FIXTURES.** Lessee shall not install any exterior lighting, exterior plumbing facilities, shades or awnings, amplifiers, or similar devices, or use any advertising medium which may be heard or experienced outside the Leased Premises without Lessor's prior written consent.

SECTION X.
ALTERATIONS, CHANGES, AND ADDITIONS

No structural changes, alterations, or additions shall be made by the Lessee to the Leased Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, and any such permitted structural change, alteration, or addition to or upon the Leased Premises made with the written consent of the Lessor shall remain for the benefit of and become the property of the Lessor, unless otherwise provided in the written consent

SECTION XI.
DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS

22. **LESSOR'S LIABILITY.** Lessor shall not be liable to Lessee for any damage or injury to Lessee or Lessee's property occasioned by any defect of lighting or electricity, plumbing, heating, aircooling, airconditioning equipment and ducts, electric wiring or insulation of the Leased Premises, gas pipes, or steam pipes, or from broken steps, or from the backing up

of any sewer pipe, or from the bursting, leaking, or running of any tank, tub, washstand, water closet, or waste pipe, drain, or any other pipe or tank in, upon, or about the Leased Premises, or from the escape of steam or hot water from any boiler or radiator, or for any such damage or injury occasioned by water being upon or coming through the roof, stairs, walks, or any other place upon or near the Leased Premises unless Lessor has failed to exercise reasonable repair and maintenance of the building or structure or systems or unless Lessor has been negligent, or for any such damage or injury done or occasioned by the falling of any fixture, plaster, or stucco, or for any such damage or injury caused by wind or by the act, omission, or negligence of cotenants or of other persons, occupants of the same building or of adjacent buildings or contiguous property, unless Lessor has failed to exercise reasonable repair and maintenance of the building or structure or systems or unless Lessor has been negligent.

23. **WAIVER OF CLAIMS AGAINST LESSOR.** All claims against the Lessor for any damage or injury as provided in paragraph XI.20, are waived by Lessee, except as set forth in said paragraph 20 and except those claims occasioned by Lessor's neglect or failure to make repairs for which Lessor is responsible under this Lease; provided that, in the event Lessee, as the party in possession of the Leased Premises, knew or should have known of circumstances necessitating repair or maintenance and fails to inform Lessor of same, then any claim by Lessee hereunder arising from such circumstance shall be deemed waived.

SECTION XII. CASUALTY DAMAGE; REPAIRS; ABATEMENT OF RENT

24. **USE OF PARTIALLY DAMAGED PREMISES.** In the event of a partial damaging or destruction of the Leased Premises, Lessee shall continue to utilize the Leased Premises for the operation of its business to the extent that it may be practicable to do so from the standpoint of good business.

25. **RIGHT TO TERMINATE ON DESTRUCTION OF TOWTHIRDS OF PREMISES.** As long as damage is no fault of Lessee or contributed by Lessee's business operations, as determined in the sole opinion of Lessor, Either party to this Lease shall have the right to terminate the Lease if, during the last year of the term of this Lease (or last year of an exercised option term), the store building demised is damaged to an extent exceeding twothirds (2/3rds) of the then reconstruction cost of such store building as a whole; provided that, in such an event, such termination of this Lease shall be effected by written notice to that effect to the other party delivered within thirty (30) days of the happening of such casualty causing the damage.

26. **REPAIRS BY LESSOR.** If the Leased Premises shall, either prior to the beginning of the term of this Lease or during the term or any option year of this Lease, be damaged or destroyed by fire or by any other cause whatsoever beyond Lessee's control, Lessor, except as otherwise provided below, shall, immediately upon receipt of insurance proceeds paid in connection with such casualty damage, but in no event later than ninety (90) days after such

damage has occurred, proceed to repair or rebuild the damage, excluding any additions or improvements made by Lessee with Lessor's consent.

Wherever a strike, act of God, or cause beyond the power of the party affected to control causes delay, the period of such delay so caused shall be added to the period limited in this Lease for the completion of such work, reconstruction, or replacement.

27. **REDUCTION OF RENT DURING REPAIRS.** In the event Lessee continues to conduct its business during the making of repairs, the fixed minimum monthly rental will be equitably reduced in the proportion that the unusable part of the Leased Premises bears to the whole of the premises; but no change shall be made in the method of computing the percentage rental, and there shall be no reduction of the percentage rental.

In the event the Leased Premises is wholly unoccupied and wholly unusable by lessee pending the repair of casualty damage, no rental shall be payable until such repairs are completed.

SECTION XIII. REPAIRS GENERALLY

28. **BY LESSOR.** The Lessor shall, at its own cost and expense, repair any damage to the Leased Premises, in the sole discretion of Lessor and not caused by Lessee or Lessee's business operations directly, occasioned by termites, dry rot, or fungus, and keep and maintain the roof and exterior walls of the Leased Premises in good repair at all times, and will further keep and maintain all underground plumbing, mechanical and electrical in good order and repair, but not including the repair of plumbing stopped up by reason of foreign matter introduced by Lessee into the plumbing fixtures, and not including the repair or maintenance of the improved electrical panel located in Unit A near side exterior door. Repairs required to the improved electrical panel shall be Lessee's responsibility in entirety. There shall be no obligation on the Lessor to make any of the repairs required in this section unless and until known by Lessor or until there has been served upon Lessor by the Lessee at least three (3) days' notice in writing, advising the Lessor of the necessity of the repair or repairs, and there shall be no liability upon the Lessor to the Lessee for any loss or damage caused by any failure on the part of the Lessor to make any repairs required of it under this Lease unless known by Lessor or unless Lessor, after receipt of the notice, shall fail to proceed with due diligence to make such repair or repairs. The phrase "exterior walls" as used in this Lease shall not be so construed as to require the Lessor to make repairs to the interior surfaces of such walls. Except as provided in this section, the Lessee shall not call upon the Lessor to make any improvements or repairs whatsoever in or upon the Leased Premises.

29. **BY LESSEE.** Lessee shall, at its own cost and expense, keep and maintain all of the Leased Premises, including but not limited to any improvements installed by previous tenant and accepted by Lessee, airconditioning equipment, lighting equipment, plumbing, electric

systems, security systems, exterior entry and exit doors, in or on the Leased Premises, in good order, condition, and repair, and in compliance with all applicable laws and regulations, during the entire term of this Lease, except for those repairs required of the Lessor to be made and damage occasioned by fire, earthquake, or other cause or causes as provided for in Sections XII and XIII of this Lease.

30. **EMERGENCY REPAIRS.** Notwithstanding the provisions of paragraph XIII, in the event repairs which the Lessor is required to make under this Lease become immediately necessary in order to avoid possible injury or damage to persons or property, the Lessee shall be entitled to make such repairs at a cost not to exceed Five Hundred Dollars (\$500.00) for the account of the Lessor without giving the required notice.

SECTION XIV. UTILITIES

Lessee agrees to pay before delinquency all charges for all utilities separately metered to the Leased Premises or for which the Lessee is solely responsible. Lessee agrees to pay other utilities defined elsewhere in this document.

SECTION XV. TAXES

Lessee will pay before delinquency any and all taxes levied or assessed upon Lessee's fixtures, equipment, and personal property in and on the Leased Premises, whether or not affixed to the real property. Lessor shall not be held liable or responsible for any delinquent taxes due and payable by Lessee either individually or incurred as part of business operations of Lessee.

SECTION XVI. INSURANCE

31. **INSURANCE COMPANIES.** It is agreed that any and all policies of insurance to be kept and maintained in force by the respective parties to this Lease shall be obtained from good and solvent insurance companies.

32. **LESSEE TO OBTAIN LIABILITY INSURANCE.** Lessee agrees that it will, at its own expense, at all times during the term of this Lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers, approved by Lessor, which will insure Lessee (and Lessor as an Additional Insured) against liability for injury to or death of persons or loss or damage to their property occurring in or about the Leased Premises. The liability under such insurance shall be not less than One Million Dollars (\$1,000,000.00) for any one person injured or killed, Two Million Dollars (\$2,000,000.00) for any one accident, and

Three Hundred Thousand Dollars (\$300,000.00) for property damage. Lessee shall cause Lessor to be identified as an additional named insured party under any and all such liability insurance policies. Lessee shall provide Lessor with a copy of policy and proof of payment annually.

33. **LESSEE TO OBTAIN WORKERS' COMPENSATION INSURANCE.** Lessee agrees to maintain and keep in force all employees' compensation insurance required under the laws of the State of Colorado, and such other insurance as may be necessary to protect Lessor against any other liability to person or property arising under this Lease by operation of law, whether such law be now in force or adopted subsequent to the execution of this Lease.

34. **LESSEE TO OBTAIN FIRE INSURANCE ON FIXTURES AND INVENTORY.** The Lessee agrees to maintain in force, at all times during the term of this Lease, on all fixtures and equipment in the Leased Premises, a policy or policies of fire insurance in companies approved by the Lessor to the extent of at least 80% of the insurable replacement value and adequate inventory insurance, the proceeds of which will, so long as this Lease is in effect, be used for the repair or replacement of the property so insured. Such policies shall name the Lessor as a beneficiary to protect its interest as such Lessor.

35. **LESSOR TO OBTAIN FIRE INSURANCE ON PREMISES.** Lessor agrees to maintain in force, at all times during the term of this Lease, a policy or policies of fire insurance to the extent of at least 80% of the insurable value of the Leased Premises. If permitted without additional charge, Lessor shall cause to be endorsed on its fire insurance, and any extended coverage policy or policies, the waiver of right of subrogation. . Lessor shall cause Lessee to be identified as an additional named insured party under any and all such liability insurance policies.

36. **LESSEE'S WAIVER OF CASUALTY INSURANCE PROCEEDS.** In the event the Leased Premises shall be damaged or destroyed by fire or other casualty so insured against, Lessee agrees that it will claim no interest in any insurance settlement arising out of any such loss where premiums are paid by Lessor, or where Lessor is named as the sole beneficiary, and that it will sign any and all documents required by Lessor or the insurance company or companies that may be necessary for use in connection with the settlement of any such loss.

37. **CONTROL OF INSURANCE PROCEEDS TO AVOID TAXABLE GAIN.** Notwithstanding any provision in this agreement inconsistent with this provision, it is particularly understood and agreed by the parties that in the event that the subject Leased Premises, including any improvements, additions, or betterments, shall be damaged or destroyed in whole or in part, in any manner, and the receipt of any insurance proceeds or other reimbursement for such damage would result in the realization of taxable gain for federal or state purposes, the party to this Lease to whom such gain would be taxed shall have the right to take any and all action respecting such proceeds or reimbursements as may be necessary to enable the party to comply with any laws or regulations of the appropriate taxing authorities, to the end that such gain will not be recognized for tax purposes. Nothing contained in this Lease shall be

construed to entitle Lessor to delay the making of any repairs to or restoration of all or any part of the building or improvements in the event of damage or destruction.

38. **LESSEE'S FAILURE TO INSURE.** Any and all insurance policies required to be obtained and maintained by Lessee under this Section XVI shall require notice to Lessor in the events of termination, cancellation, or non-renewal. Should Lessee fail to keep in effect and pay for such insurance as required by this section, the Lessor may do so, in which event the insurance premiums paid by Lessor shall become due and payable promptly, and failure of Lessee to pay them on demand shall constitute a breach of this Lease.

SECTION XVII. TRANSFER OR PLEDGE OF LEASEHOLD INTEREST

Lessee shall not assign this Lease or any interest in it, or sublet the Leased Premises or any part of the Leased Premises, or license the use of all or any portion of the Leased Premises or business conducted there, or encumber or hypothecate this Lease, without first obtaining the written consent of Lessor; and any assignment, subletting, licensing, encumbering, or hypothecating of this Lease without such prior written consent shall terminate this Lease.

SECTION XVIII. SURRENDER OF PREMISES

Lessee shall, at the termination of this Lease, vacate the Leased Premises and shall remove all improvements made by Lessee or previous marijuana tenant thereto return the premises to a trades warehouse workspace (as described in SECTION II CONSTRUCTION OF IMPROVEMENTS), except for reasonable use and wear of such Leased Premises, acts of God, or damage by casualty beyond the control of Lessee, and upon vacating shall leave the Leased Premises free and clear of all rubbish and debris. Any unpaid rent charges, CAM charges or costs incurred by Lessor upon surrender necessary to return the Leased Premises to its same condition as existed prior to Lessee or related to previous marijuana tenant may be deducted and off-set against the Security Deposit by Lessor.

SECTION XIX. INDEMNIFICATION OF LESSOR

39. **LESSEE'S NOTICE OF WORK TO BE PERFORMED.** Lessee shall serve a written notice on Lessor at least ten (10) days prior to permitting any work to be commenced in or on the Leased Premises; except that Lessor, upon its review and approval of Lessee's plans, acknowledges and consents to the initial construction work in writing in order to complete and fit out the leased premises.

40. **LIENS AND ENCUMBRANCES.** The Lessee shall protect, save, and hold harmless the Lessor and the Leased Premises and all improvements placed on the Leased Premises from all claims, liens, claims of lien, demands, charges, encumbrances, or litigation arising directly or indirectly out of or by reason of any work or activity of the Lessee on the Leased Premises, and shall promptly and within thirty (30) days after the filing of any lien for record fully pay and satisfy the lien (or otherwise bond over), and shall reimburse the Lessor for all loss, damage, and expense, including a reasonable attorney's fee, which it may suffer or be put to by reason of any such claims of lien, demands, charges, encumbrances, or litigation.

In the event the Lessee shall fail to pay (or otherwise bond over) and fully discharge any claim, lien, claim of lien, demand, charge, encumbrance, or litigation, or should proceedings be instituted for the foreclosure of any such lien or encumbrance, the Lessor shall have the right, at its option, at any time after the expiration of the thirty (30) day period, to pay the lien or any portion of it, with or without the costs and expenses claimed by such claimant, and in making such payment, the Lessor shall be the sole judge of the legality of the claims. All amounts so paid by the Lessor shall be repaid by the Lessee to the Lessor upon demand, together with interest thereon at the rate of twelve percent (12%) per annum from the date of payment by the Lessor until repayment is fully made.

41. **PERSONAL INJURIES; VIOLATIONS OF LAW.** Lessee covenants and agrees at all times to indemnify and save harmless the Lessor and the Leased Premises from and against any cost, liability, or expense arising out of any claims of any person or persons whatsoever by reason of the use or misuse of the Leased Premises, parking area, or common facilities by Lessee or any person or persons holding under Lessee. Lessee shall indemnify and save harmless the Lessor from any penalty, damage, or charge incurred or imposed by reason of any violation of law or ordinance by Lessee, any employee of Lessee, any guest or invitee of Lessee, or any person or persons who may be the guests or invitees of Lessee or persons holding under Lessee, and from any cost, damage, or expense arising out of the death of or injury to any person or persons holding under Lessee.

SECTION XX. SUBORDINATION AGREEMENT

Lessee covenants and agrees to execute any instrument or instruments permitting an encumbrance to be placed on the Leased Premises or any part of the Leased Premises as security for any indebtedness, and subordinating this Lease to the first mortgage or trust deed, if required so to do by the Lessor's lending agency. Lessee is given the right to make payment of any defaults under any and all encumbrances of record on the Leased Premises, and to receive reimbursement for such payment by deduction and credit from and against rentals becoming due under this Lease. Notwithstanding the foregoing, so long as Lessee is not in default hereunder, in the event of any default by Lessor of any of its obligations, this Lease shall remain in full force and effect for the benefit of Lessee.

SECTION XXI. SECURITY AGREEMENT

42. **LESSEE TO EXECUTE.** The Lessee, at any time during the term of this Lease, shall execute and deliver to Lessor, at Lessor's request, a security agreement covering all fixtures, equipment, and furnishings installed by Lessee in the Leased Premises, together with all additions and replacements, for the purpose of securing to the Lessor the full and faithful performance by the Lessee of each and all of the covenants and agreements in this Lease contained and on its part to be done and performed. Such security agreement shall be subordinate only to Lessee's bank financing referenced in Section XVII, above.

The security agreement shall be in a form satisfactory to both Lessor and Lessee, which form shall be submitted to both parties prior to the commencement of any work of construction of the Leased Premises, and the approval of each of the parties shall be indicated by its signature on the agreement 30 days prior to the commencement of such construction. Lessee, on demand of the Lessor and at any time or from time to time during the term of this Lease, shall execute, in conformity with all requirements of law then applicable to security agreements, any renewal or certificate of renewal of such security agreement or such other documents as may be reasonably required to maintain the security agreement and the lien in full force and effect.

43. **LESSEE'S EQUITY ONLY COVERED.** Lessor acknowledges that certain of the fixtures, equipment and furnishings subject to the security agreement will be purchased by Lessee subject to financing of the fixtures, and that the effective lien of such security agreement shall be only as to Lessee's equity in such fixtures, equipment, and furnishings. Lessee shall provide Lessor with copies of all such financing arrangements, and Lessee agrees that payment in full on all first priority liens shall be made by Lessee.

44.

45. **RELEASE BY LESSOR.** The Lessor, on the full, faithful, and complete performance by the Lessee of all the covenants, agreements, and conditions in this Lease contained and on the part of the Lessee to be done and performed, or on the termination of this Lease prior to the expiration of the term of this Lease for any other reason than the default of the Lessee, shall make, execute, and deliver to the Lessee a proper and valid release and discharge of any and all security agreements executed and delivered by the Lessee to the Lessor under the terms and provisions of this Lease; and then all fixtures, equipment, and furnishings covered thereby shall be released and discharged of the lien or charge of such security agreement or agreements.

SECTION XXII. LESSOR'S RIGHT OF INSPECTION AND REPAIRS

Lessor shall have access to the Leased Premises, and each and every part of the Leased Premises, during Lessee's regular business hours for the purpose of inspecting them, making repairs, and posting notices, which Lessor may deem to be for the protection of Lessor or the demised property.

SECTION XXIII. DEFAULT

46. LESSOR'S RIGHT TO REPOSSESS, OPERATE, OR RELET. If the rental reserved by this Lease or other charges to be paid under this Lease by Lessee, or any part of this Lease, are not paid when due and remain unpaid for a period of fifteen (15) days after notice in writing, or if Lessee fails to promptly perform any other covenant, condition, or agreement by it to be performed under this Lease, and such failure shall continue for a period of fifteen (15) days after notice in writing specifying the nature of such failure, or if Lessee abandons the Leased Premises, or if Lessee breaches any obligation under this Lease to be performed by it which cannot be cured, then, and in any such event, Lessee shall be deemed to be in default and Lessor, without further notice may at its option take possession of the Leased Premises, including all improvements and fixtures and equipment located at, in, or about the Leased Premises. Without prejudice to any and all other remedies available to Lessor hereunder or at law by legal proceedings, Lessor shall take, operate, or relet the Leased Premises, in whole or in part, for the account of the Lessee at such rental and on such agreement and conditions, and to such tenant or tenants as the Lessor in good faith may deem proper, for a term not exceeding the unexpired period of the full term of this Lease. Lessor shall receive all proceeds and rent accruing from such operation or reletting of the Leased Premises or fixtures and equipment. Lessor shall apply these proceeds first, to the payment of all costs and expenses incurred by the Lessor in obtaining the possession of, and the operation or reletting of the Leased Premises or fixtures and equipment, including reasonable attorney's fees, commissions, and collection fees, and any alterations or repairs reasonably necessary to enable the Lessor to operate or relet the Leased Premises or fixtures and equipment; and, second, to the payment of all such amounts as may be due or become payable under the provisions of this Lease. The remaining balance, if any, given by the Lessor to the Lessee, shall be paid over to the Lessee at the expiration of the full term of this Lease or on the sooner termination of the Lease by written notice of termination.

47.

48. REPOSSESSION OR RELETING NOT A TERMINATION; LESSOR'S RIGHT TO TERMINATE NOT FORFEITED. No repossession, operation, or reletting of the Leased Premises or of fixtures and equipment shall be construed as an election by the Lessor to terminate this Lease unless a written notice of such an intention is given by the Lessor to the Lessee. Notwithstanding any such operation or reletting without termination of this Lease, the Lessor may at any time thereafter elect to terminate this Lease in the event that the Lessee remains in default under this Lease.

49. **LESSEE'S OBLIGATION TO PAY DEFICIENCIES.** In the event the proceeds or rentals received by the Lessor under the provisions of this section are insufficient to pay all costs and expenses and all amounts due and becoming due under this Lease, the Lessee shall pay to the Lessor on demand by the Lessor such deficiency as may from time to time occur or exist.

50. **LESSOR'S RIGHT TO PERFORM LESSEE'S DUTIES AT LESSEE'S COST.** Notwithstanding any provision as to notice contained in this Lease, if in Lessor's judgment the continuance of any default by Lessee, other than for the payment of money, for the full period of the notice otherwise provided for, will jeopardize the Leased Premises or the rights of Lessor, Lessor may, without notice, elect to perform those acts in respect of which Lessee is in default, at Lessee's cost and expense, and Lessee shall then reimburse Lessor, with interest, on thirty (30) days' notice by Lessor to Lessee.

51. **LESSOR'S RIGHT TO TERMINATE LEASE.** In the event of Lessee's default as stated in paragraph XXIII., Lessor may, at its option, without further notice, terminate this Lease and any and all interest of Lessee under this Lease, and may then take possession of the Leased Premises by legal proceedings.

52. **LESSOR'S RIGHT ON TERMINATION TO RECOVER AMOUNT EQUAL TO RENT RESERVED.** If this Lease is terminated by the Lessor by reason of any default by Lessee, Lessor shall be entitled to recover from the Lessee, at the time of such termination, the amount of rent reserved in this Lease for the balance of the term of the Lease, subject to Lessor's obligation to attempt to mitigate damages.

53. **LESSOR'S REMEDIES CUMULATIVE.** Each and all of the remedies given to the Lessor in this Lease or by law are cumulative, and the exercise of one right or remedy by the Lessor shall not impair its right to exercise any other right or remedy.

54. **LIMITATION OF NOTICE PERIOD BY GOVERNMENTAL ORDER.** Notwithstanding any provision as to notice in Section XXIII, if Lessee is required to comply with any governmental regulation or order within a period less than that to which Lessee would otherwise be entitled to notice, Lessee shall not be entitled to notice beyond the period within which such compliance may be required by such regulation or order.

SECTION XXIV. EXPENSES OF ENFORCEMENT

Should either party incur any expense in enforcing any covenants of this Lease, the party in default shall pay to the other all expenses so incurred, including reasonable attorneys' fees. In the event Lessee fails to remit payment of any rent or CAM charge within ten (10) days of the established due date of such rental or CAM charge, Lessor shall charge and Lessee shall pay a ten percent (10%) late fee cumulative every month for such amount of the rent or CAM charge which is due but unpaid.

**SECTION XXV.
PEACEFUL ENJOYMENT**

Lessor covenants and warrants that, subject to any secured debt now of record or in the future placed of record, it is the owner of the Leased Premises, and that Lessee, upon payment of rents and performance of the conditions, covenants, promises, and agreements to be performed by it, shall and may peaceably possess and enjoy the Leased Premises during the term of this Lease without any interruption or disturbance.

**SECTION XXVI.
EFFECT OF WAIVER OF BREACH OF COVENANTS**

No waiver of any breach or breaches of any provision, covenant, or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant, or condition or of any other provision, covenant, or condition.

**SECTION XXVII.
TIME OF THE ESSENCE**

Time is of the essence of each and every provision, covenant, and condition contained in this Lease and on the part of the Lessee or Lessor to be done and performed.

**SECTION XXVIII.
HEADINGS FOR CONVENIENCE ONLY**

The headings used in this Lease are for convenience and shall not be resorted to for purposes of interpretation or construction of this Lease.

**SECTION XXIX.
SINGULAR AND PLURAL**

The plural shall be substituted for the singular number or viceversa and female for male or neuter in any place or places in which the context may require such substitution or substitutions.

**SECTION XXX.
AMENDMENTS TO BE IN WRITING**

This Lease may be modified or amended only by a writing duly authorized and executed by both Lessor and Lessee. It may not be amended or modified by oral agreements or

understandings between the parties unless the same shall be reduced to writing duly authorized and executed by both Lessor and Lessee.

SECTION XXXI. PARTIES BOUND

Each and every provision of this Lease shall bind and shall inure to the benefit of the parties to this Lease and their legal representatives. The term "legal representatives" is used in this Lease in its broadest possible meaning and includes, in addition to personal representatives, every person, partnership, corporation, or association succeeding to the interest or to any part of the interest in or to this Lease or in or to the Leased Premises, of either the Lessor or the Lessee, whether such succession results from the act of a party in interest, occurs by operation of law, or is the effect of the operation of law together with the act of such party. Each and every covenant, agreement, and condition of this Lease to be performed by the Lessee shall be binding upon all assignees, subtenants, concessionaires, and/or licensees of Lessee.

SECTION XXXII. HOLDING OVER

No holding over and continuation of any business by the Lessee after the expiration of the term of this Lease shall be considered to be a renewal or extension unless written approval of such holding over and a definite agreement to such effect is signed by the Lessor defining the length of such additional term. Any holding over without the consent of the Lessor shall be considered to be a daytoday tenancy at a rental of three (3) times the daily rate of the fixed minimum monthly rental, computed on the basis of a thirty (30) day month.

SECTION XXXIII. NOTICES

All notices or demands of any kind which Lessor may be required or may desire to serve on Lessee under the terms of this Lease may be served upon Lessee (as an alternative to personal service upon Lessee) by leaving a copy of such demand or notice addressed to Lessee at the Leased Premises, or by mailing a copy by certified mail, postage prepaid, addressed to Lessee at 5353 W. Sopris Creek Road, Basalt, CO 81621, the Leased Premises or at such other address or addresses as may from time to time be designated by Lessee in writing to Lessor. Service shall be deemed complete at the time of the leaving of such notice or within four (4) days after mailing of such notice. Any and all notices or demands from Lessee to Lessor may be similarly served upon Lessor at the Leased Premises, or at such other address as Lessor may in writing designate to Lessee.

**SECTION XXXIV.
ASSIGNMENT OR SALE BY LESSOR**

In the event Lessor shall assign this Lease and/or sell or convey the Leased Premises, the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to the successor in interest of Lessor in and to this Lease. This Lease shall not be affected by such assignment or sale.

**SECTION XXXV.
ESTOPPEL CERTIFICATE**

Lessee agrees that from time to time upon not less than ten (10) days prior request by Lessor, Lessee (or any permitted assignee, subtenant, licensee, concessionee or other occupant of the Leased Premises claiming by, through or under Lessee) will deliver to Lessor, a statement in writing signed by Lessee certifying, if accurate, (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications); (b) the dates to which the rent and other charges have been paid; (c) that Lessor is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (d) that Lessee is in occupancy and paying rent on a current basis with no rental offsets or claims; (e) that there has been no prepayment of rent other than that provided for in this Lease; (f) that there are no actions, whether voluntary or otherwise, pending against Lessee under the bankruptcy laws of the United States or any State thereof; and (g) such other matters as may be required by a prospective purchaser of the Leased Premises. Lessee's failure to deliver such a statement within the specified time shall be conclusive upon Lessee that this Lease is in full force and effect, without modification except as may be represented by Lessor, that there are no uncured defaults in Lessor's performance and that no more than one month's rental has been paid in advance.

**SECTION XXXVI.
MISCELLANEOUS**

A. This Lease is expressly contingent upon Lessee obtaining, at Lessee's sole expense, state and local approval of a MED License, approved by all applicable authorities, for the Leased Premises. If such licenses are denied, this Lease shall, by mutual agreement between Lessor and Lessee, terminate. Lessee shall be exclusively responsible for satisfying the criteria of any MED License for the Leased Premises and shall, at Lessee's sole expense, be responsible for all necessary renewals of the same. The foregoing notwithstanding, Lessee shall be responsible to pay rent and CAM with the first rent payment due February 1, 2019 and until such time as all licenses are either approved or denied.

Dated this 23rd day of January, 2019.

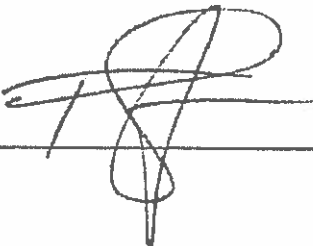
LESSEE:

TRIPLE CANNA, LLC

By: Mario Gross
Its: member

LESSOR:

JOINER REAL ESTATE, LLC


 By
Thomas S. Joiner as Manager

Lori H. Joiner By
Lori H. Joiner as Legal Representative

GUARANTEE

All obligations of Lessee hereunder, specifically including, without limitation, payment of all rents incurred hereunder, CAM charges, utilities or other financial obligations are expressly and unconditionally personally and individually guaranteed by the undersigned.

**PERSONAL
GUARANTOR:**


Candace Resnick

**PERSONAL
GUARANTOR:**


Mario Cross

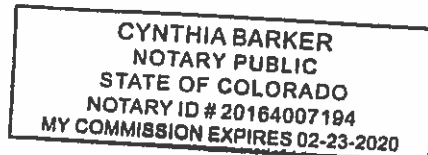
STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The above and foregoing instrument was acknowledged before me this 23rd day of JANUARY, 2019, by MARIO CROSS, as Member of TRIPLE CANNA, LLC, a Colorado Limited Liability Company.

Witness my hand and seal.
My commission expires:

Cynthia Barker
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

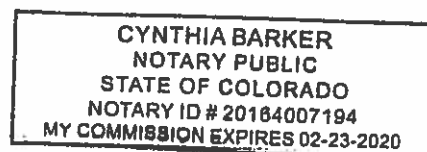


The above and foregoing instrument was acknowledged before me this 23rd day of JANUARY, 2019, by Thomas S. Joiner, as Manager of JOINER REAL ESTATE, LLC.

Witness my hand and seal.
My commission expires:

Cynthia Barker
Notary Public

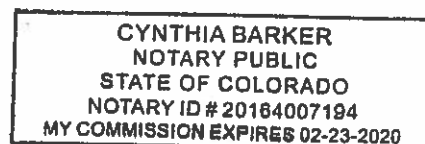
STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)



The above and foregoing instrument was acknowledged before me this 23rd day of JANUARY, 2019, by Candace Resnick as Personal Guarantor. MARIO CROSS AS PERSONAL GUARANTOR

Witness my hand and seal.
My commission expires:

Cynthia Barker
Notary Public





Permit #: LU19-000004

Address: 220 N. 12th Street

Payer: Triple Canna LLC

Valuation		Use Tax Total	0.00
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301		Building Permit
301		Mechanical Permit
301		Plumbing Permit
303	\$ -	Plan Check Fees
302		Contractor License
302	\$ -	BEST Test
305	\$ -	Use Tax 3%
306	\$ -	Use Tax 0.5%
326	\$ -	Efficient Bldg Permit Fee
308		Water Meter Sales
321		RTA 1%
309		Water Sales Tax 7.4%
316		Water Tap Fees
316	\$ -	Prepaid Water EQR
317		Sewer Tap Fees
317	\$ -	Prepaid Wasterwater EQR
324	\$ -	Water Rights Dedication
310	\$ -	Developer Dedication /RVR-Hendricks-Kav PUD-Fox Run
313	\$ -	Developer Contribution
314	\$ -	Zoning, Variance, Subdivision
314	\$ 400.00	Special Use Permit
318	\$ -	Development Parking Fees
312	\$ -	Park Dedication
319	\$ -	Excavation Permits
319	\$ -	Sign Permits
1004	\$ -	Map Sales
304	\$ -	School Fees In Lieu of Land
303		Plan Check Fees

Total Fees Due:	\$ 400.00
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Maximum of \$

Town of Carbondale
511 Colorado Ave
Carbondale CO 81623
970-963-2733

Receipt No: 1.154387
Feb 25, 2019

TRIPLE CANNA LLC

Previous Balance: .00
Building & Planning 400.00
220 N 12TH ST LU19-000004

Total: 400.00

Check
Check No: 2449 400.00
Total Applied: 400.00

Change Tendered: .00

02/25/2019 9:37 AM



Permit #: LU19-3-4
 Address: 220 12th Street
 Payer: Triple Canna LLC

Valuation		Use Tax Total	0.00
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301		Building Permit
301		Mechanical Permit
301		Plumbing Permit
303	\$ -	Plan Check Fees
302		Contractor License
302	\$ -	BEST Test
305	\$ -	Use Tax 3%
306	\$ -	Use Tax 0.5%
326	\$ -	Efficient Bldg Permit Fee
308		Water Meter Sales
321		RTA 1%
309		Water Sales Tax 7.4%
316		Water Tap Fees
316	\$ -	Prepaid Water EQR
317		Sewer Tap Fees
317	\$ -	Prepaid Wasterwater EQR
324	\$ -	Water Rights Dedication
310	\$ -	Developer Dedication /RVR-Hendricks-Kay PUD-Fox Run
313	\$ -	Developer Contribution
314	\$ 20.00	Zoning, Variance, Subdivision
314	\$ -	Special Use Permit
318	\$ -	Development Parking Fees
312	\$ -	Park Dedication
319	\$ -	Excavation Permits
319	\$ -	Sign Permits
1004	\$ -	Map Sales
304	\$ -	School Fees In Lieu of Land
303		Plan Check Fees

Total Fees Due:	\$ 20.00
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Maximum of \$250

Town of Carbondale
 511 Colorado Ave
 Carbondale CO 81623 970-963-2733
 Receipt No: 1.155041 Mar 25, 2019
 TRIPLE CANNA LLC
 Previous Balance: .00
 Building & Planning 20.00
 220 12TH ST LU19-3-4
 Total: 20.00
 Credit Card 20.00
 Total Applied: 20.00
 Change Tendered: .00

Duplicate Copy
 03/25/2019 10:41 AM



TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

PRESS RELEASE

Wednesday, March 20, 2019
www.carbondalegov.org

Angie Sprang

970-510-1215

asprang@carbondaleco.net

Carbondale Centered Drought Planning & Adaptation Public Meeting

"Net Zero in 2030 is rapidly approaching! Do your part."

There will be a ***Carbondale Centered Drought Planning & Adaptation Public Meeting*** at 6:00pm on April 2, 2019 in the Third Street Center Gymnasium, which is intended to open the discussion about drought planning and adaptation to the Citizens of Carbondale and the greater Roaring Fork Valley community. The meeting is also intended to organize the community around reaching our fast approaching goal of carbon neutrality - net zero by 2030. Come to the meeting, and do your part! There will be an opportunity for questions, answers, and public comment.

In September 2018, Carbondale hosted the Western Water Assessment (WWA) group. WWA is a cooperative institute for applied research in environmental sciences with the University of Colorado Boulder. WWA visited Carbondale for two days to conduct a Vulnerability, Consequences, Adaptation, Planning Scenarios (VCAPS) pilot program workshop. Carbondale was chosen along with 3 other communities to participate in the pilot program workshop.

In January 2019, Carbondale received the [final VCAPS Workshop Report](#); since, the Town has conducted an analysis of VCAPS related actions and engaged local non-profits and stakeholders. This collaborative project is one that carries a high level of impact and responsibility for all Carbondale Citizens. We hope to see everyone at the public meeting.

At the meeting, Seth Arens, from the Western Water Assessment group will present information about *Local Weather & Climate Impacts: Recent Trends and Future Projections for the Roaring Fork Valley*. Then, Heather Henry, Trustee, and Jay Harrington, Town Manager, will share information about Carbondale's *VCAPS Workshop Results*, and provide a *Summary of Town Projects* that are geared toward VCAPS this fiscal year. View the full agenda on the Town website homepage.

CARBONDALE CENTERED DROUGHT PLANNING & ADAPTATION PUBLIC MEETING

"Net-zero in 2030 is rapidly approaching! Do your part."

April 2nd, 2019 at 6:00 pm

THIRD STREET CENTER – GYMNASIUM
520 SOUTH THIRD STREET
CARBONDALE, CO 81623

<u>TIME*</u>		<u>ITEM</u>	<u>DESIRED OUTCOME</u>
6:00	1.	Welcome – Heather Henry, Trustee	
6:01	2.	<u>Presentation</u> <i>Local Weather & Climate Impacts: Recent Trends and Future Projections for the Roaring Fork Valley</i> Seth Arens, Western Water Assessment, Cooperative Institute for Research in Environmental Sciences at the University of Colorado Boulder	ATTACHMENT A
6:30	3.	<u>Presentations</u> <i>VCAPS Workshop Results</i> Heather Henry, Town of Carbondale Trustee <i>Summary of Town Projects Slated for 2019</i> Jay Harrington, Town Manager	ATTACHMENT B
7:00	4.	Adjourn	

* Please note: times are approximate



Local weather and climate impacts

Recent trends and future projections for the Roaring Fork Valley



Carbondale, CO – April 2, 2019

Seth Arens, Western Water Assessment
CIRES, University of Colorado-Boulder

Image: Glenwood Springs Post Independent

Water Budget

Precipitation minus evapotranspiration (ET) = runoff

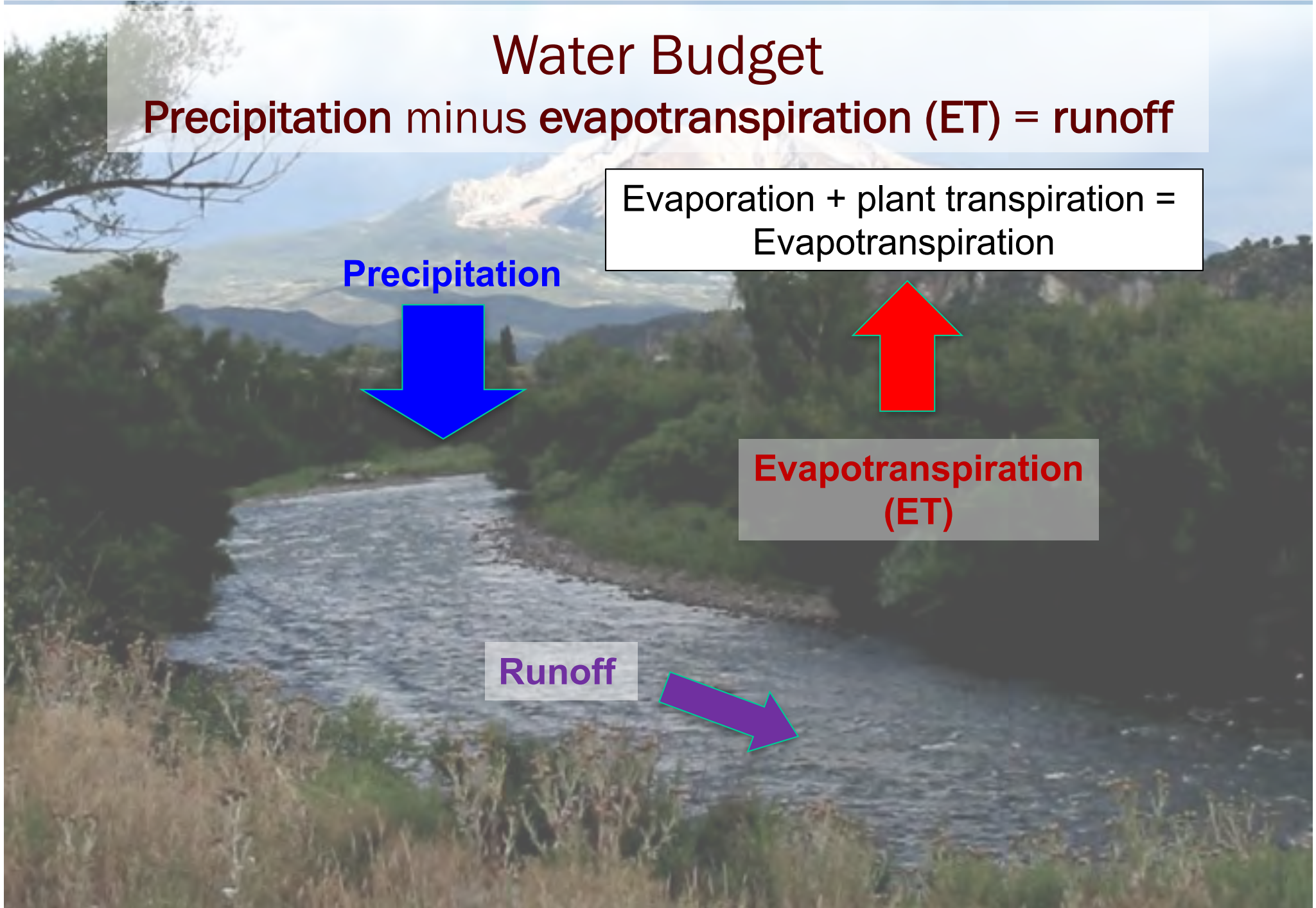
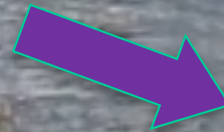
Evaporation + plant transpiration =
Evapotranspiration

Precipitation



**Evapotranspiration
(ET)**

Runoff



Drought

Decreased precipitation + Increased Evapotranspiration

Precipitation



Higher
Evaporative
Demand in
drought
(Temperature,
Sunshine,
Humidity,
Winds)

Evapotranspiration
(ET)



Roaring Fork water budget – “Normal” year

Precipitation



30"



18"

(60% of precip)

**Evapotranspiration
(ET)**

Runoff

12"

(40% of precip)



Water budget – Severe drought

Precipitation



20"



14"

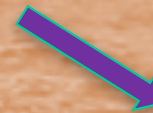
(70% of precip)

**Evapotranspiration
(ET)**

Runoff

6"

(30% of precip)



Water budget – Severe drought

Precipitation



20"

67% of normal



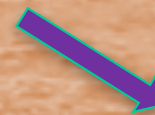
14"

**Evapotranspiration
(ET)**

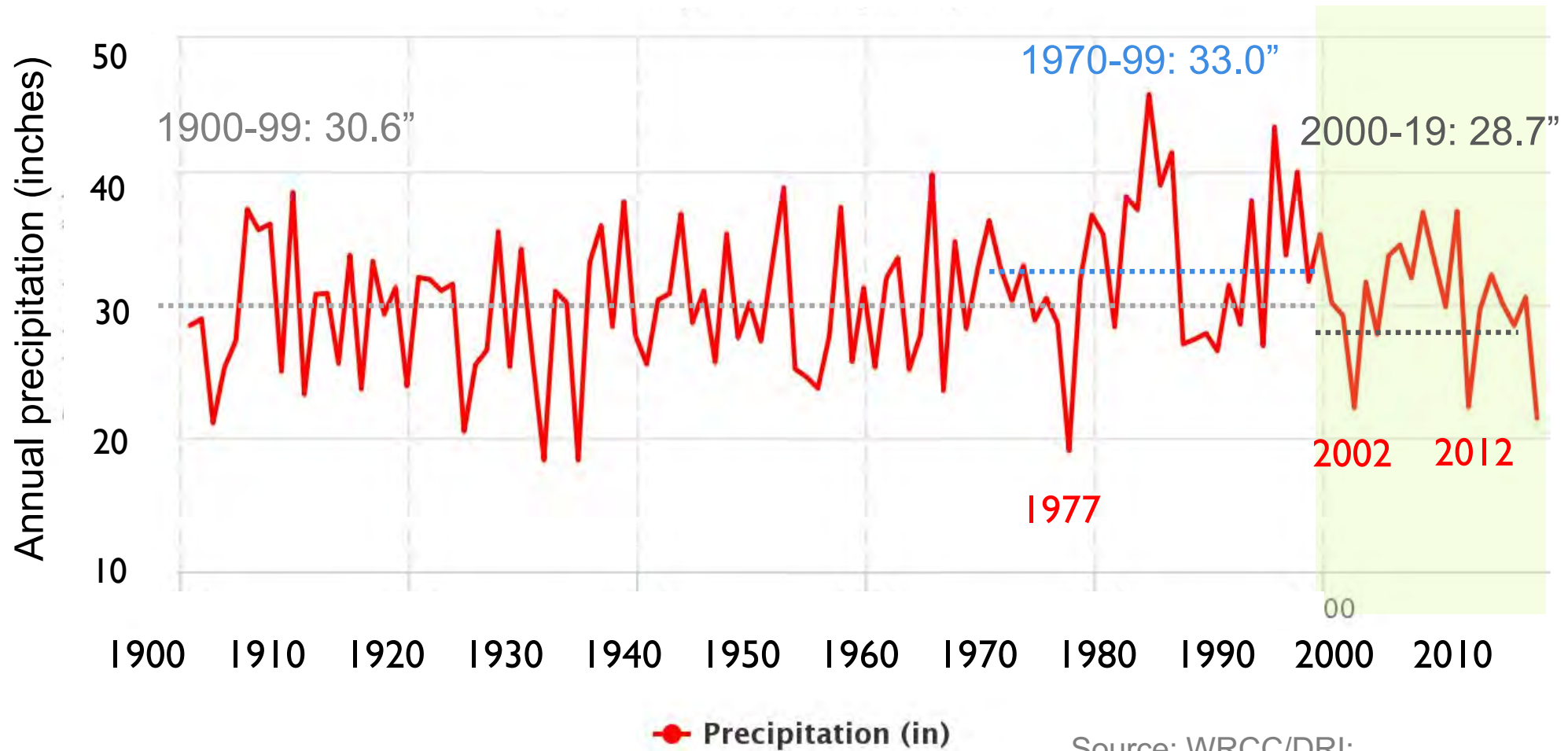
Runoff

6"

50% of normal



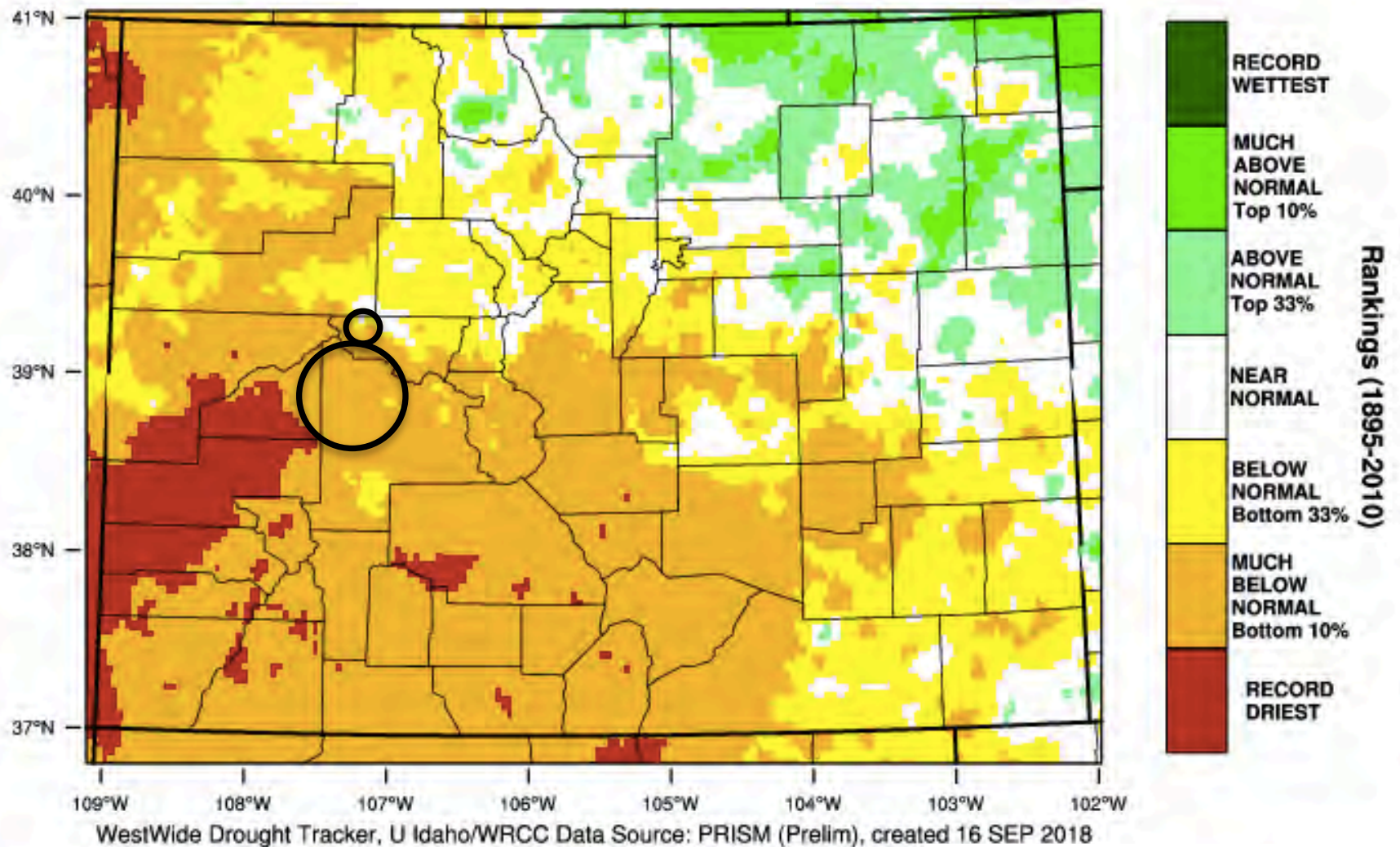
Pitkin County annual precipitation, 1900-2017



Disclaimer: Carbondale is not in Pitkin Cty, but Pitkin Cty is more representative of the Roaring Fork and Crystal watersheds

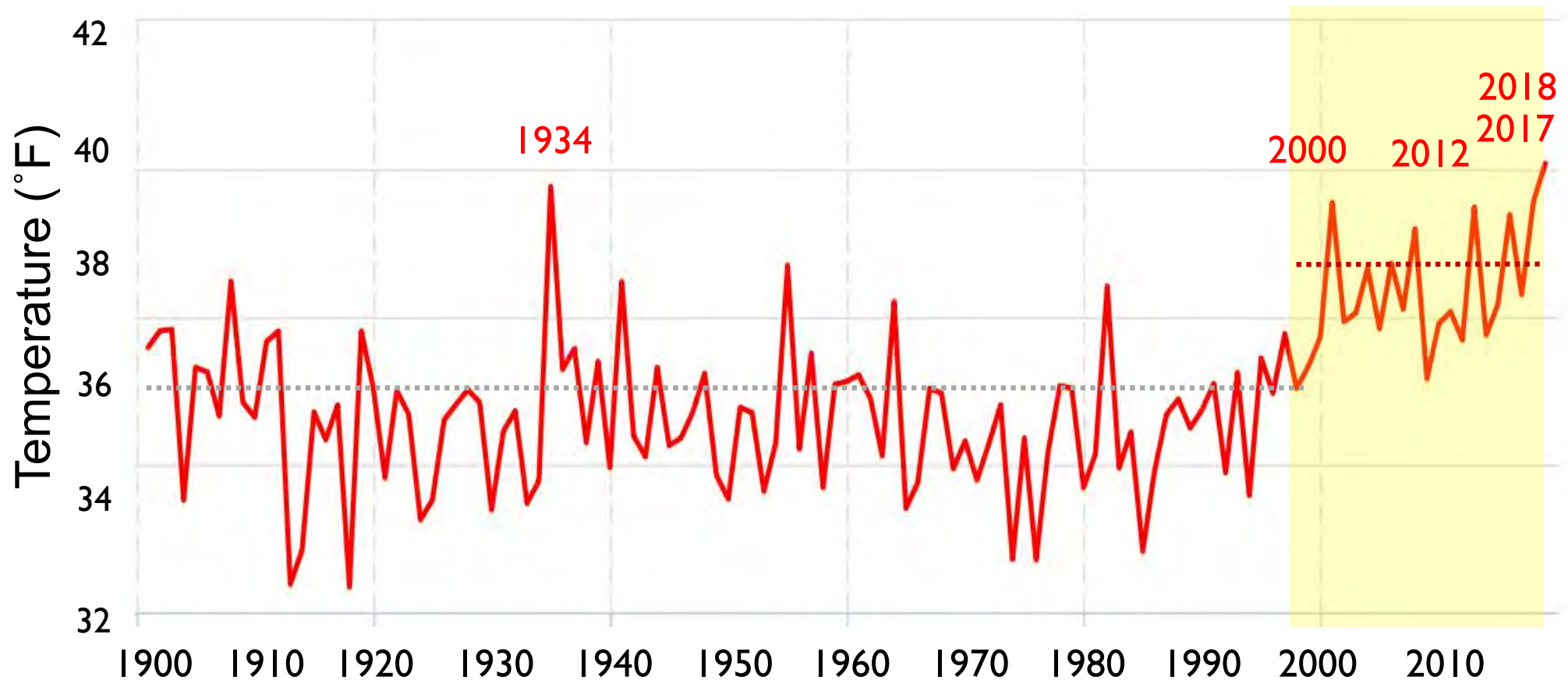
Source: WRCC/DRI;
<https://cefa.dri.edu/Westmap/>

Colorado precipitation 2018 compared to 1895 - 2018



Pitkin County annual temperatures:

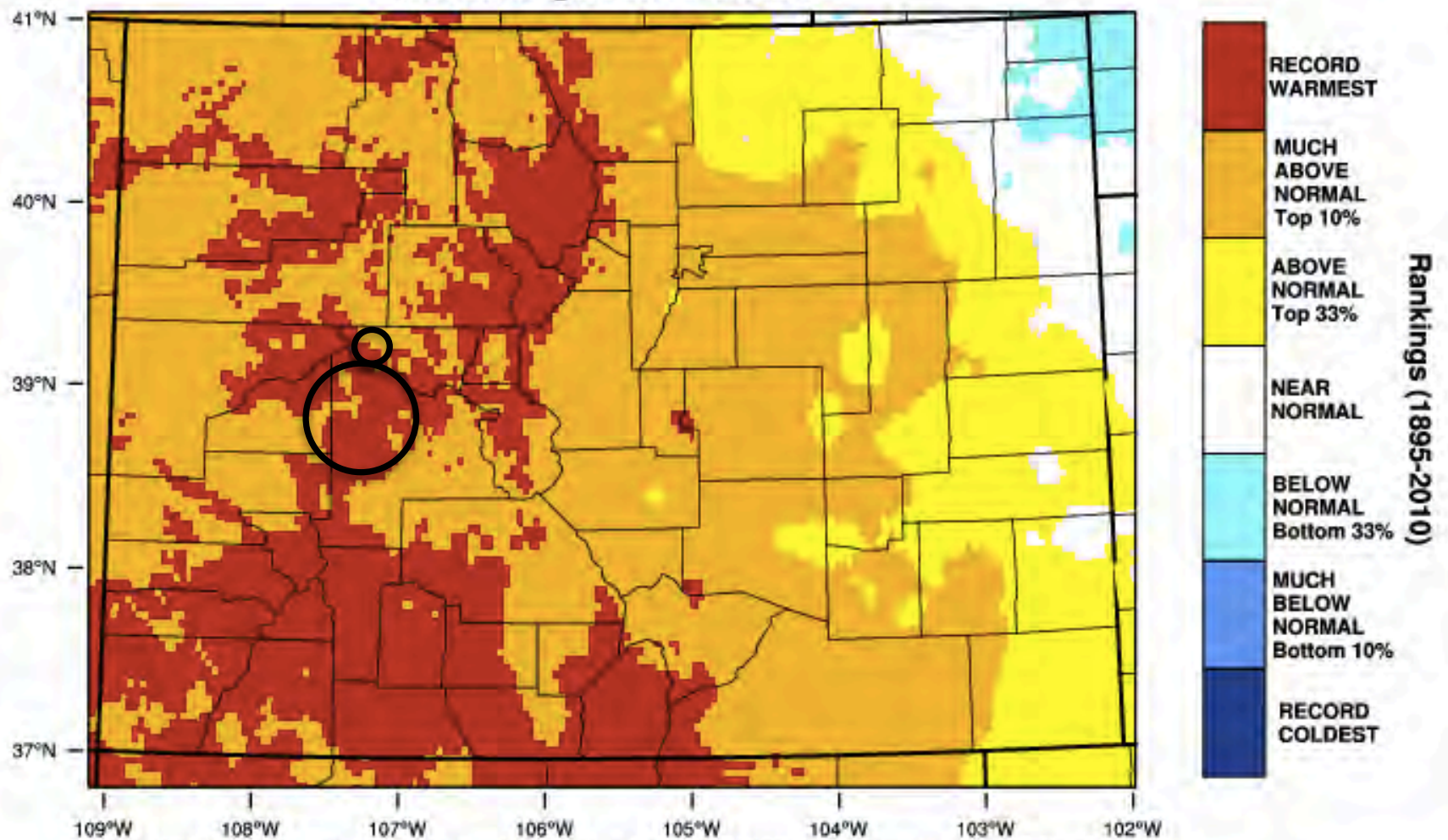
Since 2000, 2.2°F warmer than 20th-century average



1900-1999, 6 years warmer than 37 °F
Since 2000, 13 years warmer than 37 °F

Colorado temperature

2018 compared to 1895 - 2018

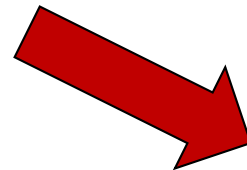
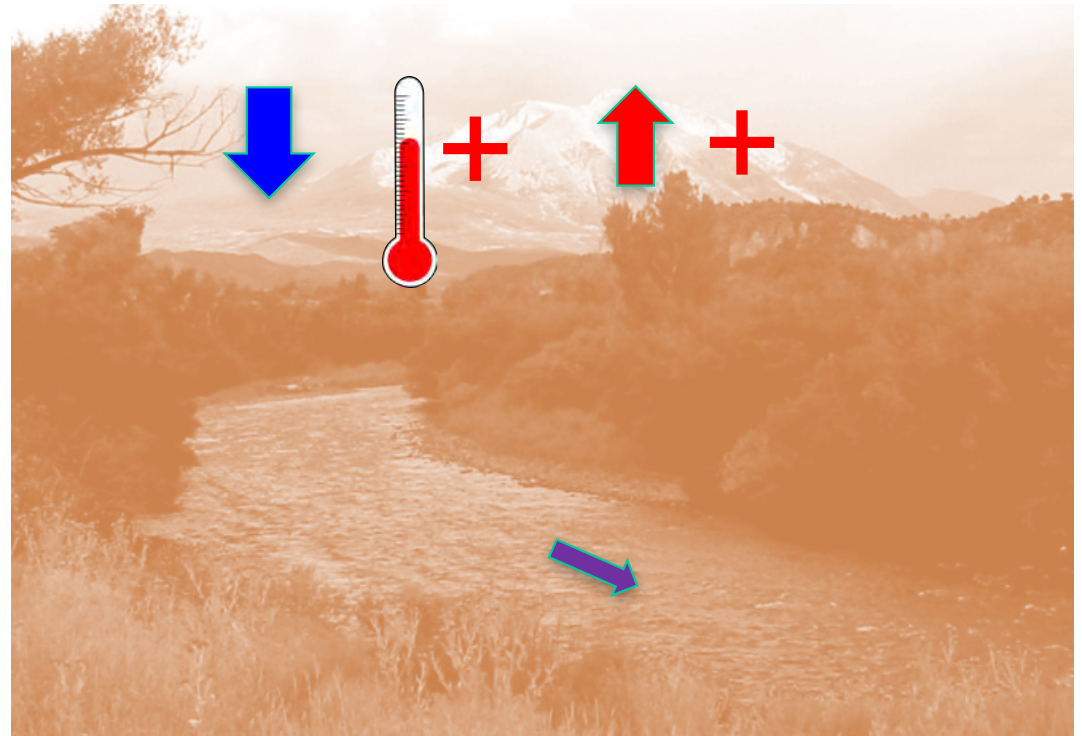


WestWide Drought Tracker, U Idaho/WRCC Data Source: PRISM (Prelim), create

Source: <https://wrcc.dri.edu/wwdt/>

Warming alone can cause drought

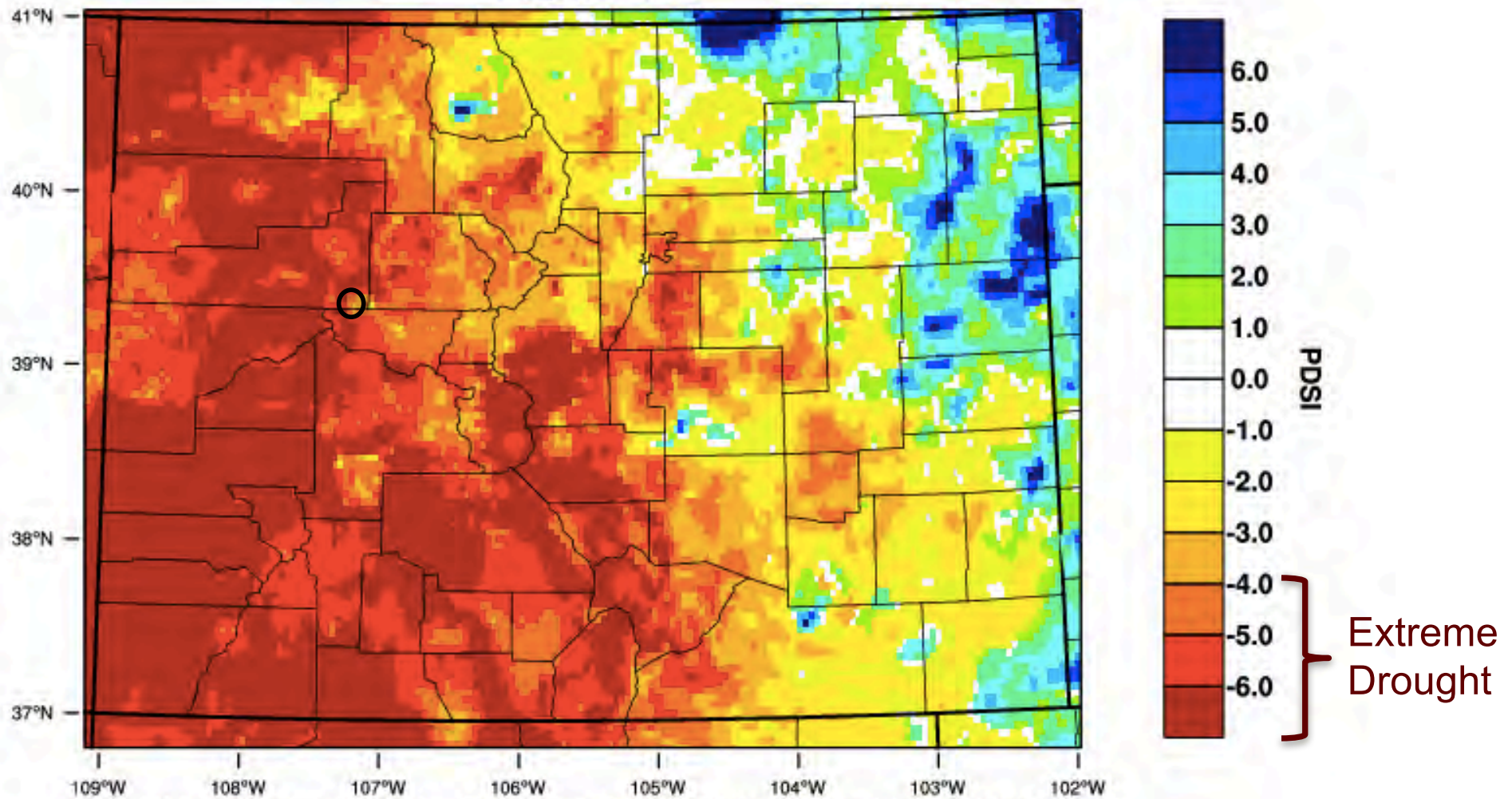
- Higher evapotranspiration (ET)
- Higher ET as a fraction of precipitation
 - More rain, less snow
 - Reduced snowpacks
 - Earlier peak runoff
- Reduced annual flows
- Reduced groundwater recharge
- Reduced soil moisture



DROUGHT

Drought

August 2018 compared to 1895-2010

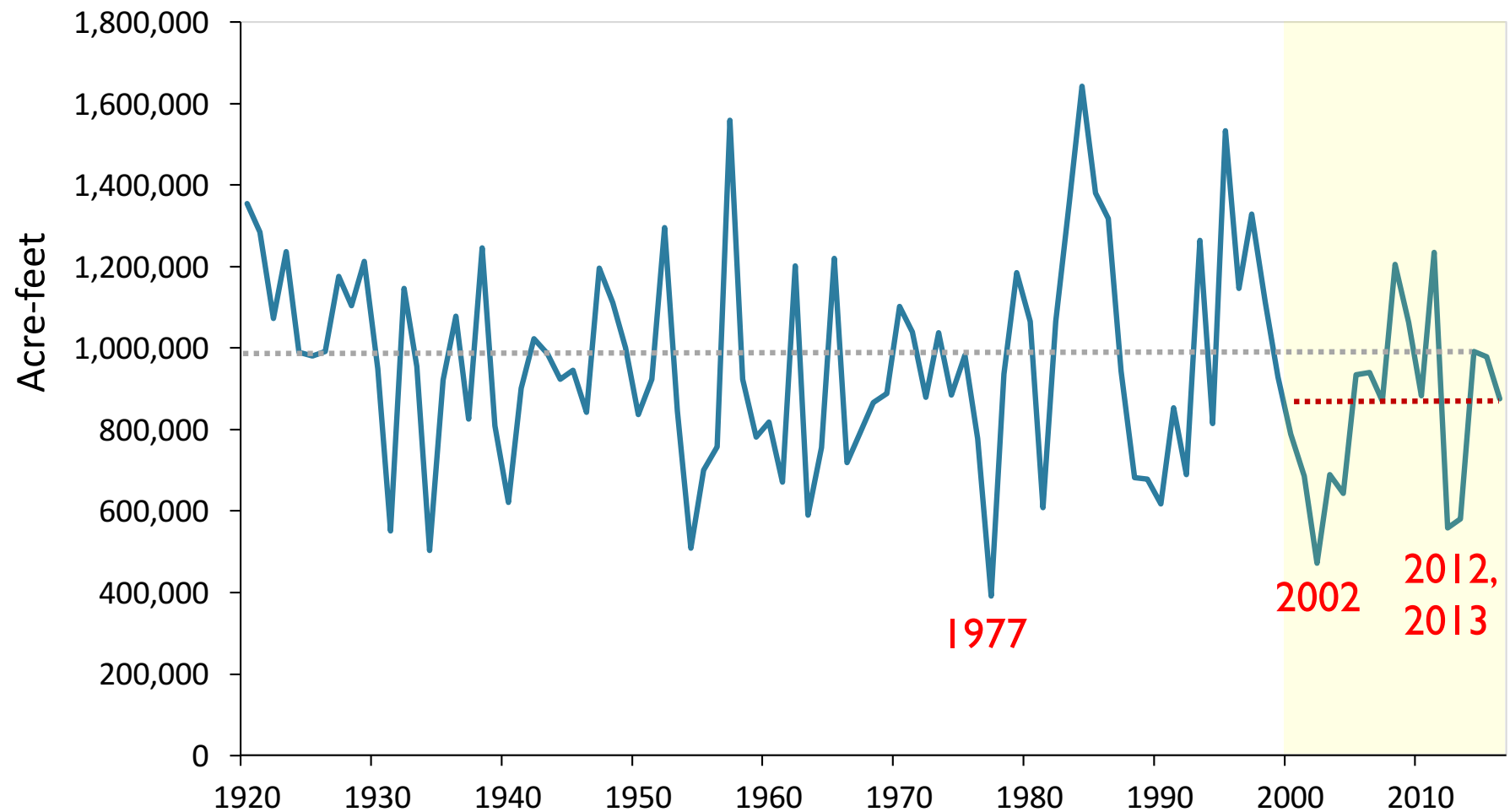


WestWide Drought Tracker, U Idaho/WRCC Data Source: PRISM (Prelim), created 16 S

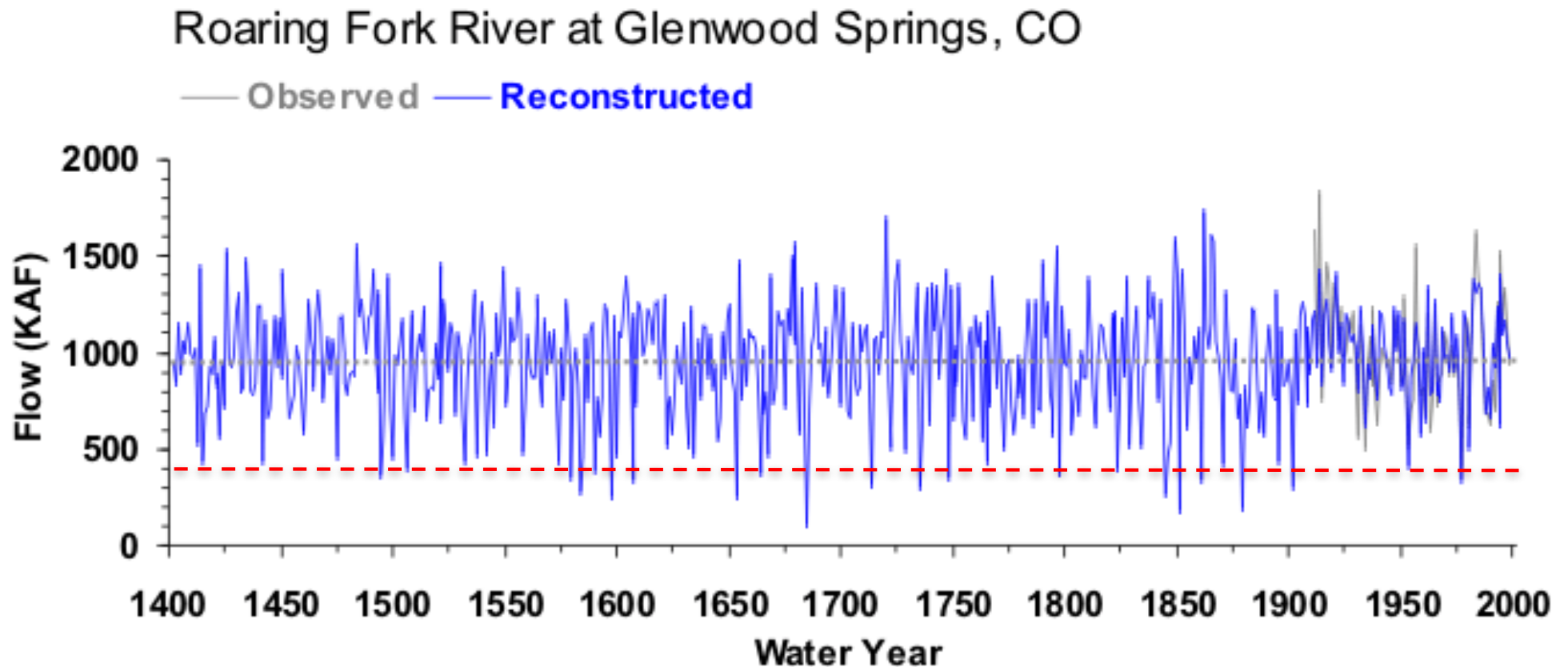
Source: <https://wrcc.dri.edu/wwdt/>

Roaring Fork annual streamflow: 4x variability; since 2000, 13% lower

Amount of water, Roaring Fork at Glenwood, 1920-2016



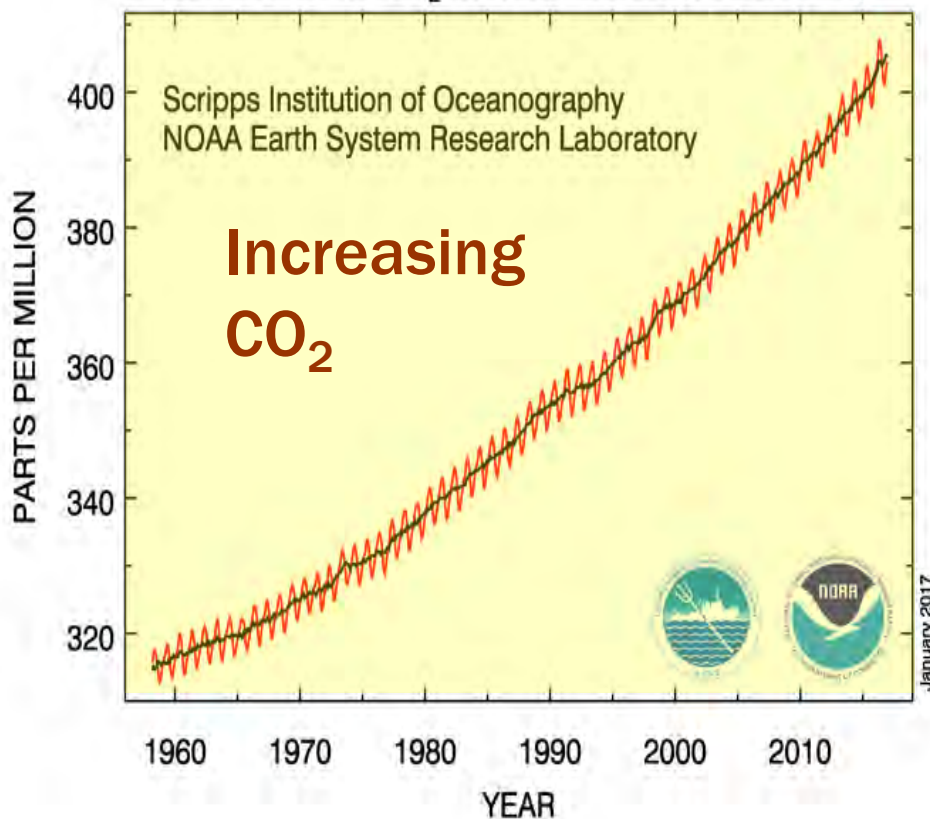
Estimates of Roaring Fork streamflows, 1402-1999



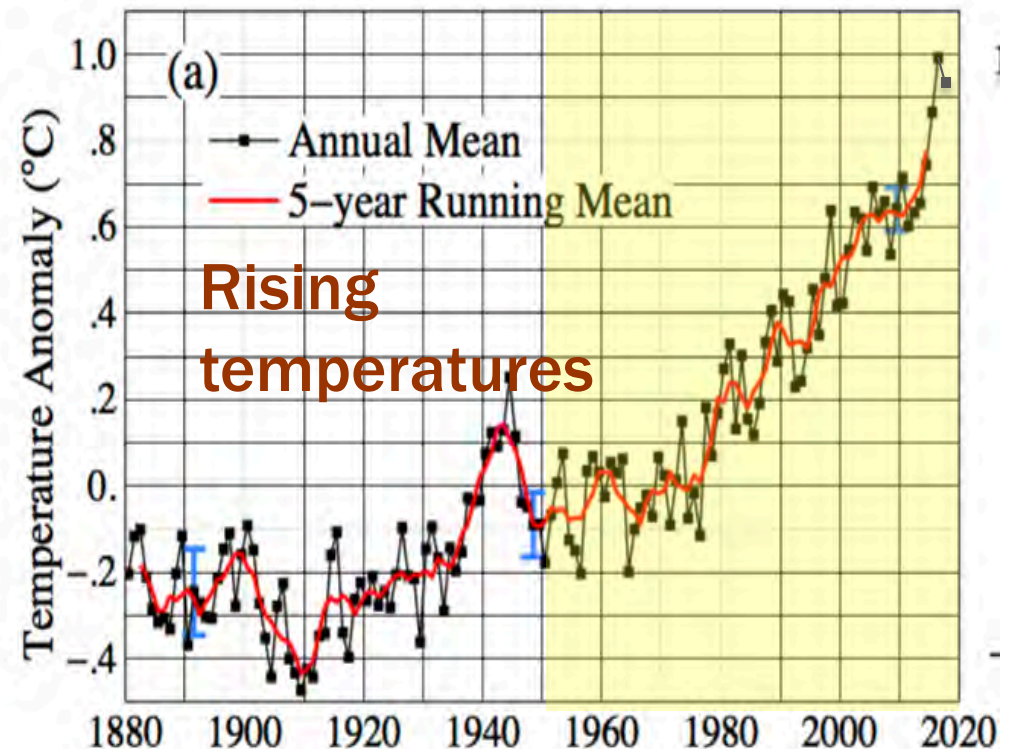
Why so hot? Climate change!

Highest CO₂ in last 800,000 years

Atmospheric CO₂ at Mauna Loa Observatory



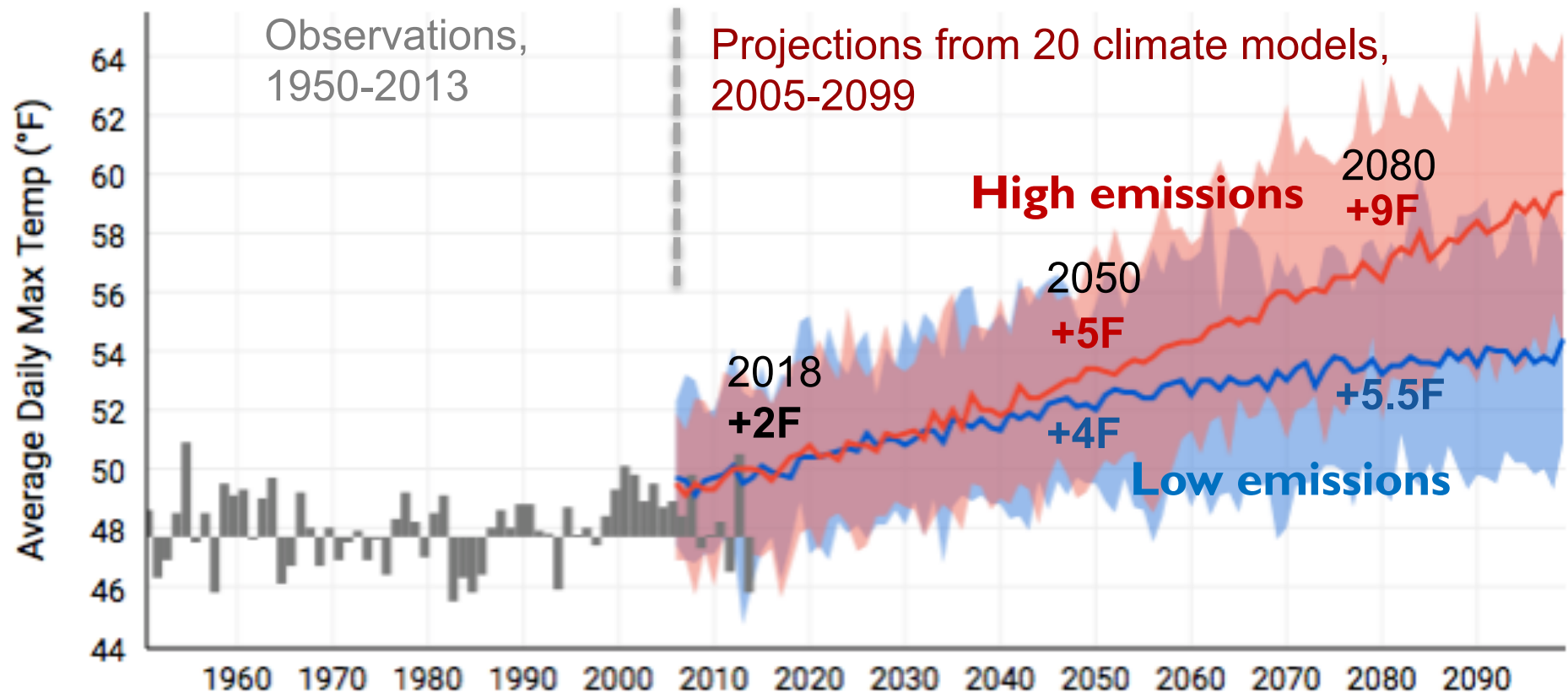
Global Land–Ocean Temperature Index



Source: NOAA ESRL and Scripps (CO₂); NASA GISS (temperatures)

All climate models show continued warming

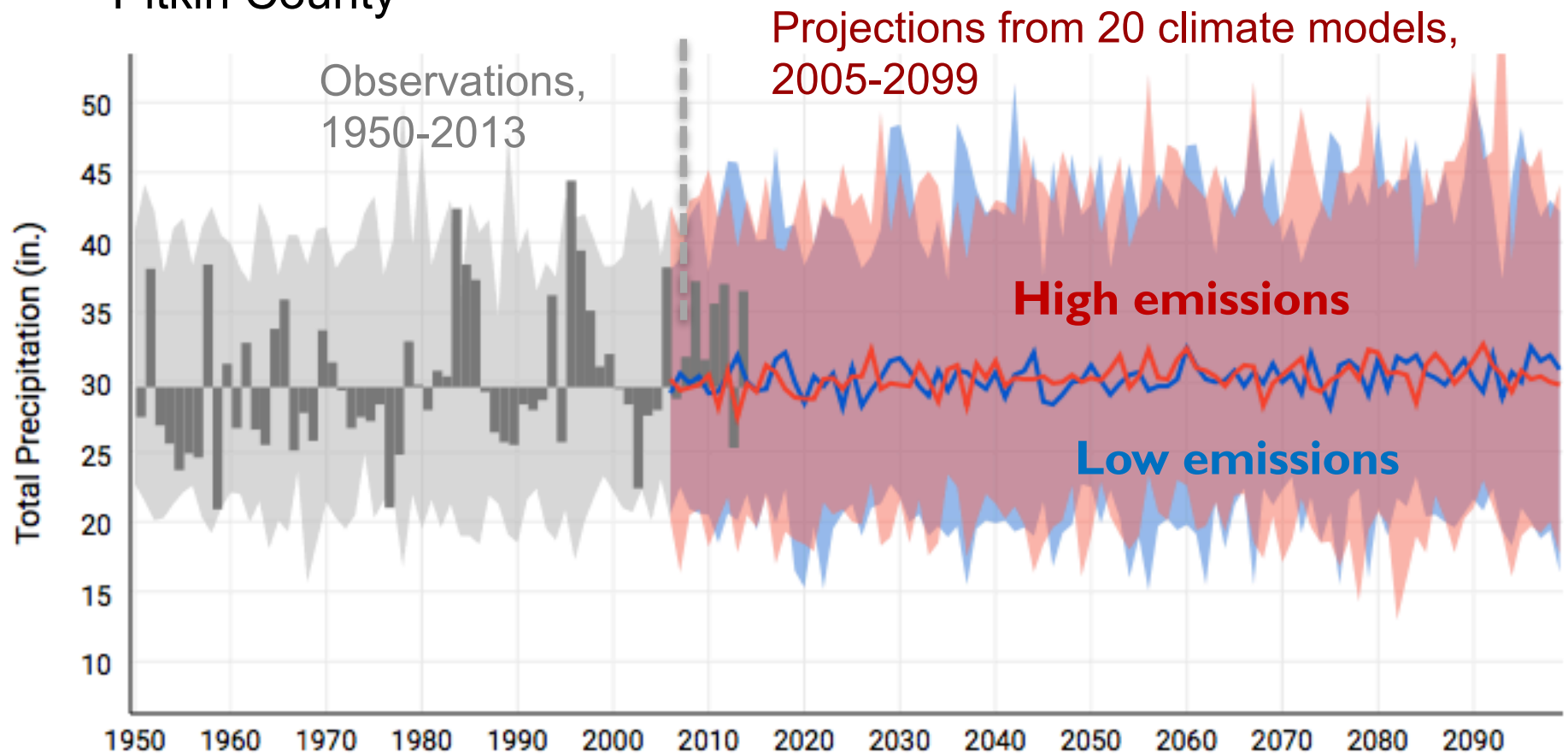
Annual Average, Daily High Temperature Pitkin County



Models don't agree on precipitation

Some say more, some say less; overall slight increase

Annual Precipitation Pitkin County



Roaring Fork water budget

Typical year under 5° F warming = Drought

Precipitation

30"

20"

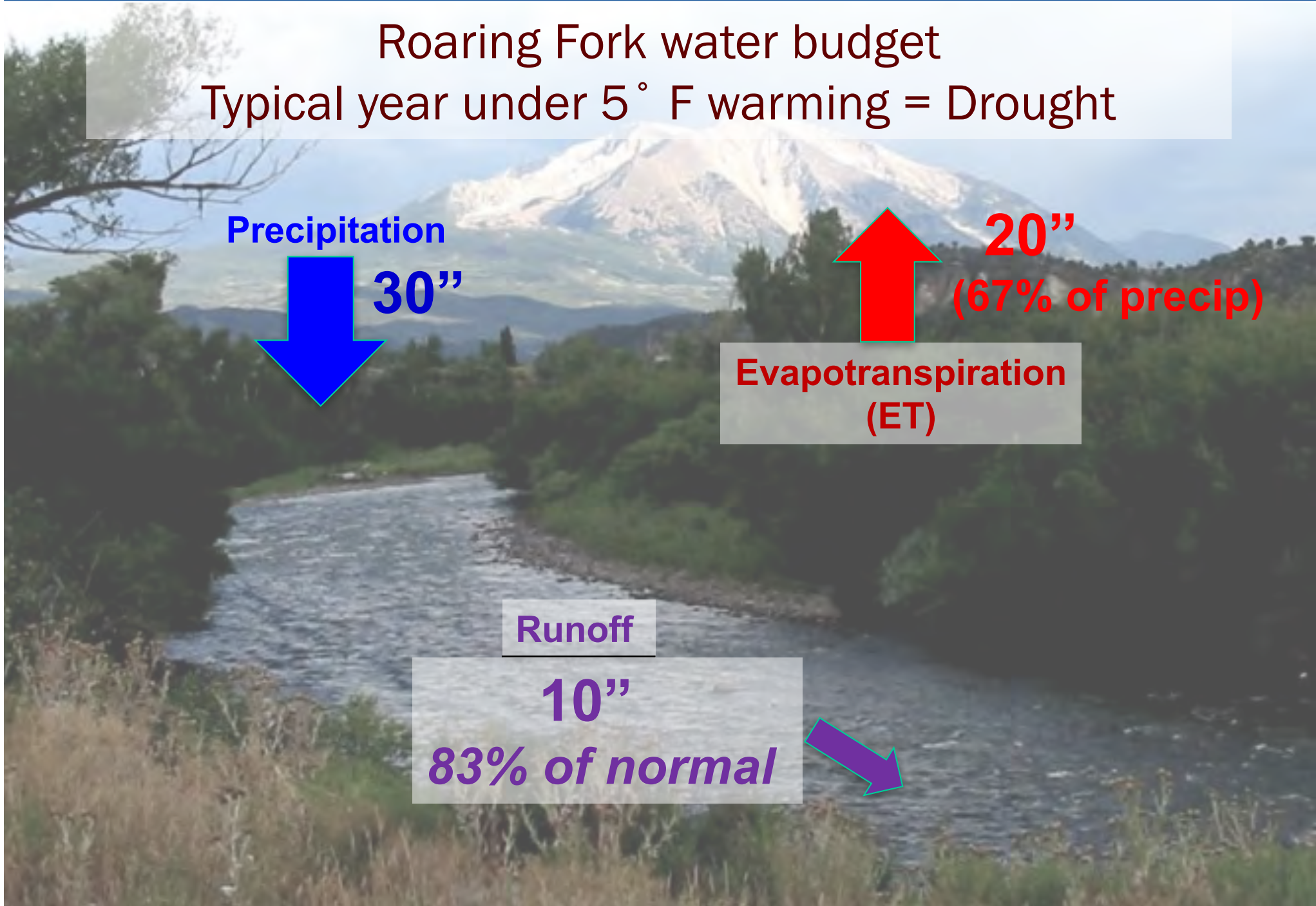
(67% of precip)

Evapotranspiration
(ET)

Runoff

10"

83% of normal



And when a 2018-type drought year occurs in an even warmer climate...

Photo: Ken Neubecker



Forests will be at much higher risk of disturbances

- Warming/drying stresses trees and allows more pest survival
- Future likely to see more frequent infestations, and higher tree mortality from drought stress
- Warmer = drier fuels, easier ignition, faster **fire** spread
- Several studies have projected large (50%-200%) increases in wildfire area burned in Colorado by 2050



Summary of future changes to extreme events

Heat waves

Extremely likely to increase

Drought

Wildfires

Very likely to increase

Heavy precipitation/flooding

Debris flows/landslides

(Winter) snowstorms

Likely to increase

Cold waves

Extremely likely to decrease

‘Forecast’ for 2019 to 2028 (~10 years out)

- **Temperatures:** Every year 1° to 4°F warmer than 20th-century average
- **Precipitation:** Some wet years, some dry years, overall no change?
- **Water availability:** Continued but subtle decline in snowpack and runoff; continued shift to earlier snowmelt and runoff
- **Extremes:** Likely to be 1-2 more severe drought years like 2018, with high risk of large wildfires

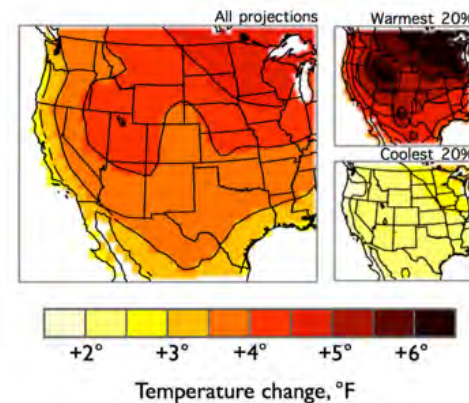
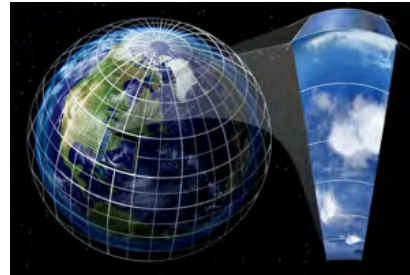
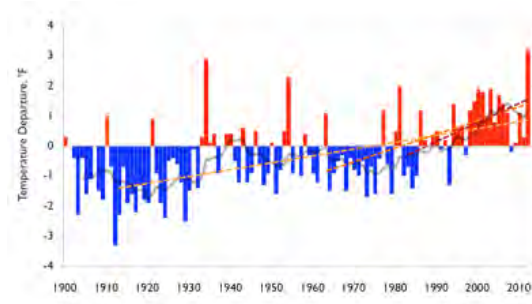
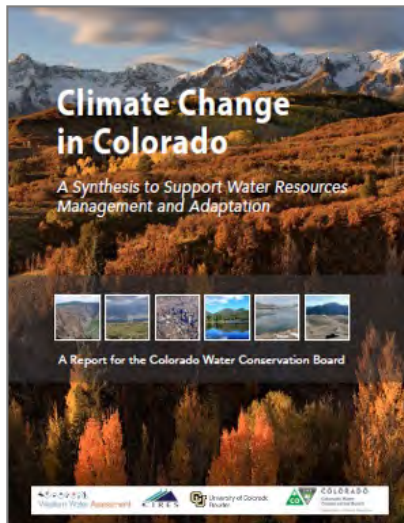
‘Forecast’ for 2029 to 2048 (~10-30 years out)

- **Temperatures:** Every year 2° to 7°F warmer than 20th-century average, with clear warming trend
- **Precipitation:** Some wet years, some dry years, hard to discern any trend
- **Water cycle:** Overall decline in snowpack (10-30%) and runoff (5-20%) more obvious; runoff peaks in May instead of June
- **Extremes:** 1-4 severe drought years like 2018, likely multi-year drought like 2000-2004



Comments? Questions? Please contact me at
wwa.arens@gmail.com

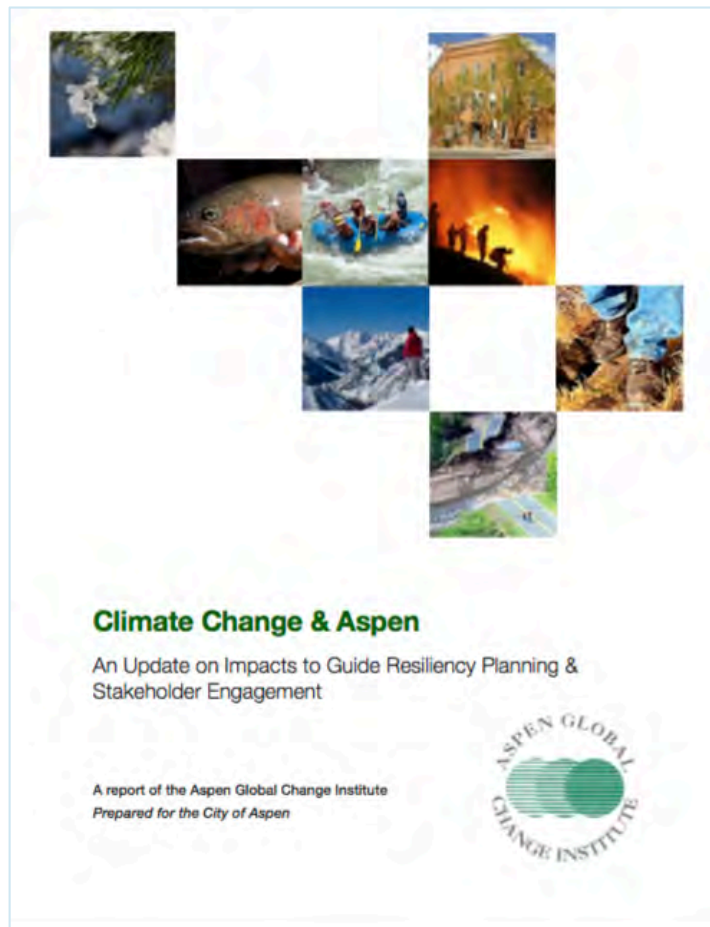
WWA-CWCB Climate Change in Colorado report (2014)



- Observed climate trends for Colorado
- About climate models
- Colorado trends in a global context
- Projections of Colorado's climate and water for 2050
- Using climate information in planning

- PDF available via <http://wwa.colorado.edu/publications/>

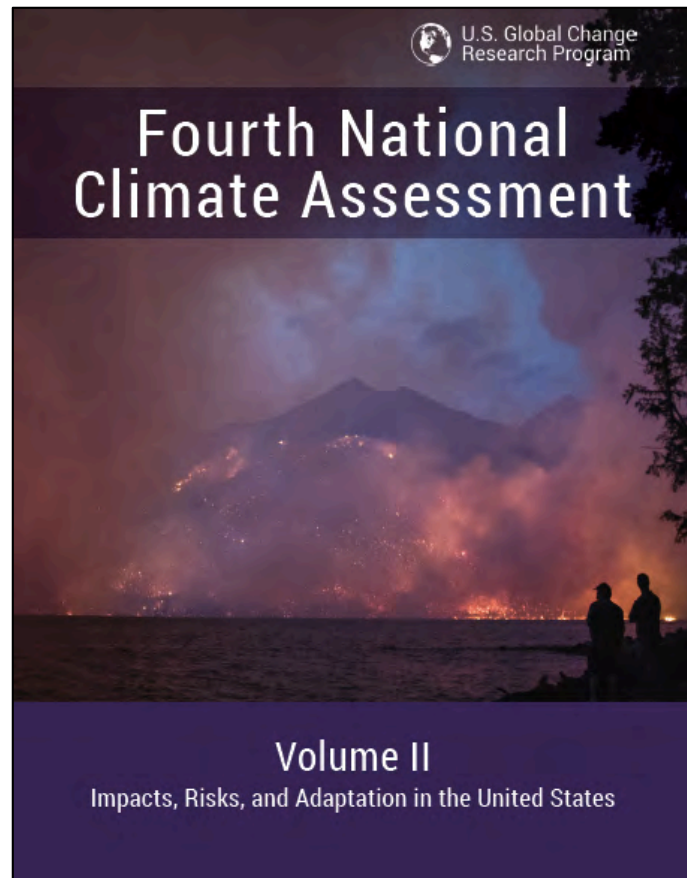
AGCI *Climate Change & Aspen* update report (2014)



- Observed and projected climate trends for Aspen
- Potential impacts by sector
- Stakeholder interviews
- Guidance for resiliency planning

- PDF available via <http://agci.org/publications/>

National Climate Assessment 2014 & 2018



NCA4, volume 2, 2018

- Excellent resources for national and regional climate information
- 2014: comprehensive assessment of climate change in U.S.
- 2018: focus on the *impacts* of climate change

- 2014 report: <https://nca2014.globalchange.gov/>
- 2018 report : https://nca2018.globalchange.gov/downloads/NCA4_2018_FullReport.pdf

Community climate risk/resiliency planning

- Western Water Assessment (WWA) testing a program to help towns in CO and UT prepare for climate change
- Recruited communities to participate in 2 day workshop
- Goal to help communities understand, explore and adapt to changing climate risks
- Conducted workshops in 5 communities during 2018
- Workshops focus on specific climate risks most important to a community
- Workshop with Carbondale during October 2018

Goal

To help communities become
more resilient to extreme
weather and climate change

WWA climate risk/resiliency workshops

- Interview participants
- Summarize interviews to understand concerns
- Present specific climate information
 - Drought most import for Carbondale
- Climate information serves as a starting point
- Workshop driven by participants, NOT WWA
- *WWA facilitates* conversation amongst group
- Brain-storming about impacts of drought on Carbondale

Community climate resiliency planning supports:

- **Engagement in dialogue** about future weather and climate threats
- Summary and **integration of local knowledge** with experience about community impacts
- **Identification of gaps** in data, knowledge, or understanding
- **Strategic planning** about how to prevent harm by taking action in the short and long term

...through a facilitated group meeting

Local Concerns

Drought:

- Interest in promoting water conservation across town operations
- Challenges: maintenance of city green spaces, updating & expanding infrastructure, wildfire, public concerns, lack of water storage, water rights & calls to the river, ecological health of the river, changing drought frequencies



Workshop Goals from participants

1. Increase **scientific awareness** of **drought and climate impacts**, and come to a shared community **understanding of long-term trends**.
2. **Build Town Staff expertise** about regional climate trends and future climate scenarios to support future **communication about trends** with elected officials and the public.
3. **Take inventory** of current key needs, values, strategies, and opportunities associated with water supply.
4. **Identify options** for adapting Town operations to mitigate risks associated with drought, in light of scientific uncertainty.

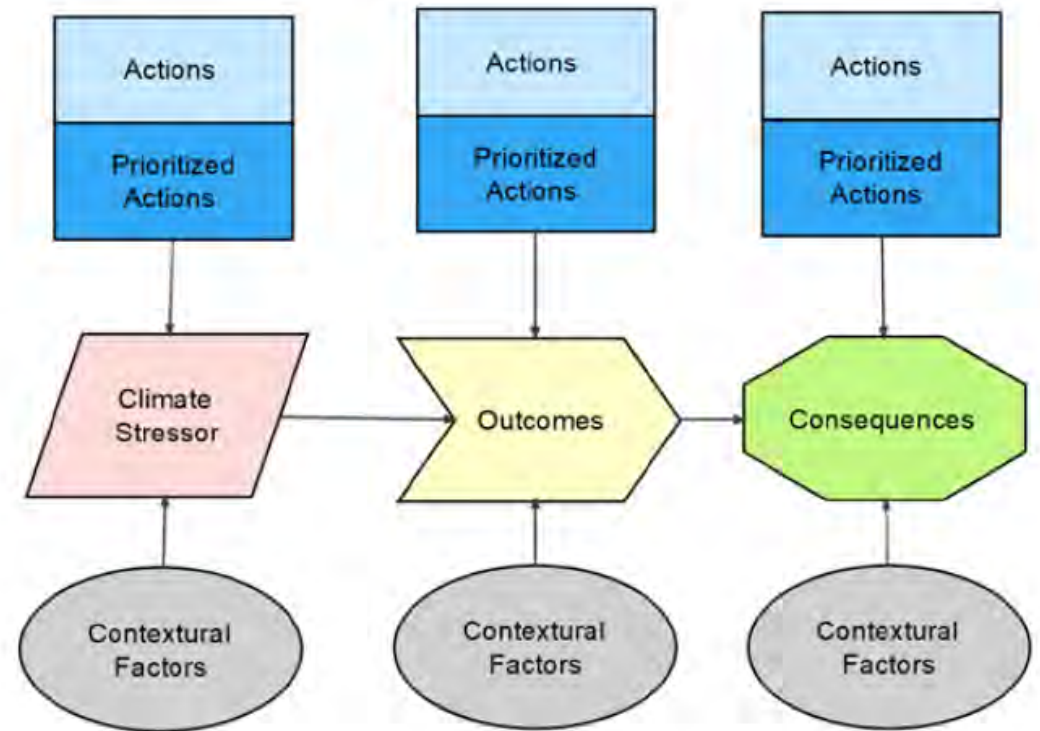
Outcomes of project



- WWA provides a report summarizing meeting
- Diagrams that connect how drought impacts town management
- Adaptation strategies
- Report, solutions driven by town participants

Overall Themes

The VCAPS Diagramming Framework



Overall Themes

- Reduced run-off
- Stress on ecosystem
- Fires
- Reduced water supply
- More concentrated solids in waste water
- Tourism
- Reduced irrigation for town facilities
- Reduced water for ag irrigation out of town
- Call on Nettle Creek



2019 VCAPS Related Projects

JAY HARRINGTON, TOWN MANAGER

Workshop Results

Issue Areas

Potential actions identified during the workshop were categorized and grouped into thematic issue areas.

Potential Actions

Action is defined here as conceptual ideas that emerged at the workshop and are not necessarily possible or commitments.

“Issue Areas” or Categories Identified During the Workshop

- ▶ Reduced Runoff
- ▶ Stress on Ecosystem
- ▶ Fires – working w/Carbondale Rural Fire Protection District
- ▶ Reduced Water Supply
- ▶ More Concentrated Waste Water Solids
- ▶ Decrease in Tourism
- ▶ Reduced Irrigation for Town Facilities
- ▶ Reduced Agriculture*
- ▶ Call on the Nettle Creek*

Reduced Runoff

- ▶ \$55k storm water drainage improvements
- ▶ \$10k lighting retro fitting in town hall
- ▶ \$416k hydroelectric plant at Nettle Creek
- ▶ Various fleet upgrades
- ▶ \$15k utilities to support CORE initiatives
- ▶ \$25k support of GCE initiatives
- ▶ \$30k support Carbondale specific energy programs
- ▶ Reduce CO2 emissions – building and energy code upgrades
\$5k for consulting fees – partnership w/CORE, CLEER
- ▶ Communications plan

Stress on Ecosystem

- ▶ Ongoing project with Roaring Fork leadership – friends of Carbondale Gardens
- ▶ \$20.5k environmental board and waste reduction efforts – bag fee fund
- ▶ Contract for single trash hauler – on BOT Agenda 04/09/2019
- ▶ 2019 ongoing energy upgrades to town facilities

Reduced Water Supply

- ▶ \$50k developing Roaring Fork well No. 4
- ▶ \$500k for increasing capacity at Roaring Fork Water Treatment Plant
- ▶ \$150k pipeline pump on Nettle Creek waterline
- ▶ \$110k Weaver Ditch, Crystal River Improvements, Crystal River Design Planning

More Concentrated Waste Water Solids

- ▶ \$1.2 mill for a new clarifier

Decrease in Tourism

- ▶ Lodging Tax \$120,750
- ▶ Chamber \$20k

Reduced Irrigation for Town Facilities

- ▶ Parks - \$66k North 133 Irrigation Upgrades
- ▶ Ongoing dialogue to reduce irrigation water use

Q&A

- ▶ News Section on TOC Website Home Page has a link to **ALL** VCAPS related information
- ▶ URL's direct to VCAPS information
 - ▶ Full VCAPS Report
https://www.carbondalegov.org/Carbondale_VCAPS_Final_Draft_2019_21_01.pdf
 - ▶ Today's Presentation from WWA
https://www.carbondalegov.org/Carbondale_VCAPS_Final_Draft_2019_21_01.pdf
- ▶ Net-Zero 2050 is fast approaching, discussions to accelerate to 2030