



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

**AGENDA  
PLANNING & ZONING COMMISSION  
THURSDAY, May 14, 2020  
7:00 P.M. Virtual Meeting \***

1. CALL TO ORDER
2. ROLL CALL
3. 7:00 p.m. – 7:05 p.m.  
Minutes of the March 12, 2020 meeting.....Attachment A
4. 7:05 p.m. – 7:10 p.m.  
Public Comment for Persons not on the agenda (See instructions below)
5. 7:10 p.m. – 7:15 p.m.  
Resolution 2, Series of 2020 – 522 N. 8<sup>th</sup> Street – ADU.....Attachment B
6. 7:15 p.m. - 7:20 p.m.  
Resolution 3, Series of 2020 – Extending Deadline to Record Plat  
1328, 1130,1332 Barber Drive .....Attachment C
7. 7:20 p.m. – 7:50 p.m.  
VIRTUAL HEARING – Minor Site Plan/Special Use Permit –SFR/ADU.....Attachment D  
Applicant: Chris Beebe  
Location: 415 Sopris Avenue
8. 7:50 p.m. – 8:10 p.m.  
VIRTUAL HEARING – Marijuana Infused Products (2).....Attachment E  
Applicant: Plum Manufacturing LLC  
Location: 500 Buggy Circle
9. 8:10 p.m. – 8:15 p.m.  
Staff Update
10. 8:15 p.m. – 8:20 p.m.  
Commissioner Comments
11. 8:20 p.m. – ADJOURN

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

**ATTENTION:** Due to the continuing threat of the spread of the COVID-19 Virus, all regular Carbondale P & Z Meetings will be conducted virtually. If you have a comment concerning one or more of the Agenda items please email [msikes@carbondaleco.net](mailto:msikes@carbondaleco.net) by 4:00 pm on May 14, 2020.

If you would like to comment during the meeting please email [msikes@carbondaleco.net](mailto:msikes@carbondaleco.net) with your full name and address by 4:00 pm on May 14, 2020. You will receive instructions on joining the meeting on line prior to 7:00 p.m. Also, you may contact [msikes@carbondaleco.net](mailto:msikes@carbondaleco.net) to get a phone number to listen to the meeting, however, you will be unable to make comments.

Upcoming P & Z Meetings:

5-21-20 – 55 Seventh St/Little Blue Day Care

5-28-20 – Builders FirstSource/Crystal River Marketplace Lot 5A

Mini-Storage Parking Discussion

6-11-20 – Carbondale Center Rezoning/Highway 133-Sopris Shopping Center

## **MINUTES**

### **CARBONDALE PLANNING AND ZONING COMMISSION**

Thursday March 12, 2020

#### **Commissioners Present:**

Michael Durant, Chair  
Ken Harrington, Vice-Chair  
Jade Wimberley  
Erica Stahl Golden (2<sup>nd</sup> Alternate)

#### **Staff Present:**

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

#### **Commissioners Absent:**

Jeff Davlyn  
Jay Engstrom  
Marina Skiles  
Nick Miscione  
Nicholas DiFrank (1<sup>st</sup> Alternate)

#### **Other Persons Present**

Kirk Feldman  
Andi Korber

The meeting was called to order at 7:03 p.m. by Michael Durant.

Michael welcomed Erica and said that she would be a voting member tonight.

#### **February 27, 2020 Minutes:**

Ken made a motion to approve the February 27, 2020 minutes. Jade seconded the motion and they were approved unanimously with Jade and Erica abstaining.

#### **Public Comment – Persons Present Not on the Agenda**

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

#### **Resolution 1, Series of 2020 – Subdivision Exemption – 1328 Barber Drive**

Ken made a motion to approve Resolution 1, Series of 2020, approving the Subdivision Exemption at 1328 Barber Drive. Jade seconded the motion and it was approved unanimously.

#### **PUBLIC HEARING – Minor Site Plan and Conditional Use Permit**

**Location: 522 N. Eighth Street**

**Applicant: Kirk Feldman**

John said that this is an application for a Minor Site Plan Review and Conditional Use Permit. He said that the property is in the R/LD zone district where an ADU is allowed by a Conditional Use Permit and Minor Site Plan Review. He said that normally a

conditional use permit is a Staff level review. He said that most of you have probably noticed the improvements on the lot. He said that Kirk pulled out the old trailer that was there and put a new modular in. John said that it was his goal from the beginning to put an ADU in the basement. He said that he held off and now he is going through the process. He said that the only stipulations that Staff had with the ADU based on the fact that it is in the basement and it does meet all the square footage, impervious and setback requirements was that the parking be moved to the northwest corner of the lot. He said that this move would ensure that the parking doesn't interfere with the intersection. John said that the Public Works Director had suggested the parking configuration and that Kirk had no issue with it.

Michael asked Kirk if he was going to fence the back yard.

Kirk said that he was and that he would do a partial fence for the main level of the house.

Michael said that he was excited to see that corner cleaned up.

#### **Motion to close the comment portion of the public hearing**

Ken made the motion to close the comment portion of the public hearing. Jade seconded the motion and it was approved unanimously.

Erica asked if the size of the parking spaces were deep enough.

John stated that they were and he had verified that.

#### **Motion**

Jade made a motion to approve a Minor Site Plan Review and Conditional Use Permit for an Accessory Dwelling Unit to be located at 522 N 8<sup>th</sup> Street with conditions 1-5. Erica seconded the motion and it was approved unanimously.

#### **Discussion Zone Text Amendment For Parking Requirements for Self-Storage Facilities**

Janet said that we discussed this briefly at the last P&Z meeting. She said that she had not done a lot of study on it. She said that it is reducing the parking requirements for self-storage units. She said that after reviewing the comparison of our code with other communities that was submitted to the Town that it looked like our parking requirements were pretty excessive and that we would end up with pretty large parking lots. She said that she went back and looked at other communities and that she spent some time looking at Schedule B. She said that she will include the table in the public hearing and include everything that includes schedule B. Janet said that what she found in her research was that mini-storage is lumped with a lot of things like assembly, fabrication, manufacturing, salvage yards and waste recycling. She said that all of those uses have employees and a mini-storage may have one on-site employee. She said that she

picked a number that seemed logical. She said that it doesn't have to be decided tonight. She said that in order to move forward on this a motion can be made to initiate a zone text amendment to amend the UDC for parking requirements for self-storage facilities. She said that her recommendation tonight may change. She said that she would set a public hearing and draft a revised red-line and bring it back to be discussed at a public hearing.

Ken said that storage facilities have a wide variety of configurations and that some are larger buildings that people enter the interior of the building and go to their unit. He said that some are like garages so most people park in front of the garage door. He said that these two are very different. He said that if they have 59 units they would have six spaces and that with an interior building it might not be enough spaces and for outside units it would be too many.

Janet said that Omaha did differentiate between the two like Ken mentioned.

Michael said that office space is going to dictate how many employees you have.

Janet said that there could be external units on the ground floor and internal units on the upper floors.

Further discussion ensued regarding various configurations of storage units.

Michael asked what the height restrictions were for mini-storages in Carbondale.

Janet said that you could have a three story mini-storage depending on what zone district it is in.

Jade asked if there were specific parking areas for the one on Colorado Avenue.

John said that there are three parking spots in front of the office itself through the gate on the right. He said that there were some in the PUD originally behind the shopping complex but that they have since put storage containers there.

Jade asked who Loge Properties was and why is this coming up now.

Janet said that is the developer that did 1201 Main Street, Jack and Riley. She said that they are looking at developing another property that would have some mini-storage units on it. She said that they have been going through the parking requirements and she told them to do the research and prove it to her that Carbondale's was high in number. She said that they spent a lot of time and that evidently many communities don't even address parking requirements for mini-storage uses in their code. Janet said that Glenwood's is minimal and that she realized we probably do require too much parking as compared to other communities and that we are ending up with really big parking lots that most likely won't be used.

Jade asked Janet if she could give an example of a big parking lot that is not being used.

Janet said that we don't have any self-storage facilities here in town but our code currently requires one per 1250 square feet.

Andi Korber said that if you had 72,000 square feet it would require sixty spaces.

Jade asked if the one on Colorado was to code.

Janet explained that it was a PUD.

Ken asked if we changed the code from what it was before.

Janet said that she will check to see where Clarion got it. She said that Clarion did Glenwood's code not that long ago and that they have three spaces regardless of size plus one for a resident care-taker.

Ken said that they must be assuming that it's all exterior units.

Janet stated that there might be another mini-storage that might be coming down the pike. She said that is why she moved this more quickly because it seems like it is something we need to look at in advance of these applications coming through.

Michael said that he likes Ken's idea of a hybrid. He said that with the interior people will congregate at one place at a common place as opposed to an individual place. He said that with the exterior on the ground floor that people are going to park in front of their unit, do their business and go. He said what is the probability that a third or more of the visitors will be going to the interior units at the same time.

Further discussion ensued on parking space numbers.

Michael said that our goal is to determine whether we want Staff to continue down this road to initiate a zone text amendment and to start the public hearing process. He said we can get a lot more answers to our questions and have the public weigh in. He said that we are not going to solve the number of spaces tonight.

Andi Korber, **57 Village Lane** said that she is an architect in town and that she is also working on a self-storage facility. She said that, when working through it, the parking seemed really excessive and it creates more asphalt than she thinks is the intention of the code here. She said that the patterns of use when they were laying out the parking as a designer was that no one is ever going to park in this parking lot because it's so far away from the loading docks. She said that we have a facility that has some indoors and some outdoors with approximately two hundred units, which hasn't been done yet, with two loading docks. She said that people will park as close as they can to the docks. She said that a sixty car parking lot is not going to be used because they will go as close to the loading docks as they can. She said that we support this zone text amendment.

Michael asked Andi if she had any data on queuing statistics and visitations, what the likelihood is that a third or more or even ten percent would be there at the same time. Andi said that she didn't have that data and that she could speak about her own experience. She said that she used to store her business files at Sopris Self-Storage and that she never went in when there was another customer, she said that there was a spring when someone was living there but that she's not counting that. She said that she would go at 3:00 p.m. to drop off some files and there was never anyone else in there. She said that it has only exteriors but everyone only put their car in front of their garage door.

Ken said that the only reason to have a parking spot in front is to pay your bill or to do your rental agreement.

Andi said that what she has been thinking about is the vehicle clearances that are needed to turn around. She said that when working with her team she said that everyone agreed that this is over-parked.

Erica said that when she goes to Sopris Crossfit and runs through the storage facility that the only time someone is there is when there is somebody living there illegally, which they have been combating.

Michael said that he has a rental unit outside of town, which is huge and there still is only five cars on a Saturday morning.

Further discussion ensued regarding loading areas.

Andi said that they ran their parking configuration by John Plano and he said to make sure that we had a handicap space outside of the perimeter too.

### **Motion**

Jade made a motion to initiate a zone text amendment to revise off-street parking requirements for the self-storage facility, mini-storage use category. Ken seconded the motion and it was approved unanimously.

### **Staff Update**

Janet said that there are a lot of development applications coming in and fairly large ones.

Janet said that Jay, the Town Manager, gave direction about public meetings going forward and that we will take it day by day. She said that she will check into the possibility of having meetings virtually. She said that as of today that the State is saying no gatherings of over fifty people and to keep a distance of six feet.

Andi said that Eagle is doing this.

Ken said that in Aspen any non-essential meetings are canceled.

Jade said that we could use Facetime.

John said that could be challenging with people using different platforms.

Janet said that there are timelines and major investments at stake as well, creating difficulties for people.

Janet said that the interviews for the Police Chief have been happening this week as well as the mock boards, which Michael will be attending.

### **Commissioner Comments**

There were no comments.

### **Motion to Adjourn**

A motion was made by Ken to adjourn. Jade seconded the motion and the meeting was adjourned at 7:41 p.m.



RESOLUTION NO. 2  
SERIES OF 2020

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

WHEREAS, Kirk Feldman ("Owner) requested approval of a Minor Site Plan Review and Special Use Permit to construct an attached Accessory Dwelling Unit (ADU) on property located at 522 Eighth Street (aka Section: 34 Township: 7 Range: 88 Tract in Lot 5 .230 Acres), Carbondale, Colorado (Property);

WHEREAS, the Planning and Zoning Commission of the Town of Carbondale reviewed this application during a Public Hearing on March 12, 2020 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 and Special Use Permit is hereby approved, subject to the following conditions and findings:

Conditions of Approval

1. The applicant shall locate the parking for the ADU and for the residence extending from the North West corner of the lot along 8<sup>th</sup> Street. Parking shall not be allowed within 25 feet to the intersection of 8<sup>th</sup> street and Morrison Street. The Parking shall not interfere with the offset intersection of 8<sup>th</sup> Street, Village Road and Morrison Street.
2. The Accessory Dwelling Unit shall not have separate water or sewer service.
3. 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.
4. The Applicant shall also pay and reimburse the town for all other applicable professional and staff fees pursuant to the Carbondale Municipal Code.
5. The applicant shall apply for and receive a building permit as required.

Findings for Approval - Site Plan Review Criteria

1. The site plan is consistent with the Comprehensive Plan.
2. The site plan is consistent with any previously approved subdivision plat, planned unit development, or any other precedent plan or land use approval as applicable;
3. The site plan complies with all applicable development and design standards set forth in this Code
4. Traffic generated by the proposed development will be adequately served by existing streets within Carbondale.

Findings for Special Use Permit

1. The proposal meets the purposes of the zone district in the R/LD zone district, specifically care has been taken to meet all criteria, regulations and dimensional requirements. The proposed ADU will be contained within the volume of the structure.
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 both the single-family residence and the ADU;
3. The special use shall not have a significant traffic impact the neighborhood.
4. The special use shall not otherwise have an adverse effect upon the character of surrounding uses;
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 or will be considered to be in the scale with the neighborhood as it develops in the immediate future as all uses will presently be accommodated within the volume of the structure.

9. The project maximizes the use of the site's desirable characteristics.

INTRODUCED, READ, AND PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2020.

PLANNING AND ZONING COMMISSION OF  
TOWN OF CARBONDALE

By: \_\_\_\_\_  
Michael Durant  
Chair

RESOLUTION NO. 3  
SERIES OF 2020

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN  
OF CARBONDALE, COLORADO, EXTENDING THE DEADLINE FOR RECORDING  
THE SUBDIVISION EXEMPTION PLAT FOR PROPERTY LOCATED IN THE TOWN  
OF CARBONDALE, COLORADO

WHEREAS, Pat Wanner ("Applicant") requested approval of a Subdivision Exemption Plat on behalf of Richard and Alice Wanzek (Owners) to subdivide a 9,083 sq. ft. parcel into three townhome lots on property located at 1328, 1330 and 1332 Barber Drive, (Lot 1, Resubdivision of Block 25, Crystal Village PUD Multifamily Area, Amended Filing No. 6 Phase 1), Carbondale, Colorado;

WHEREAS, the Planning and Zoning Commission of the Town of Carbondale reviewed the Subdivision Exemption during a Public Hearing on February 13, 2020 and approved said application;

WHEREAS, said approval required that the plat be recorded with the Garfield County Clerk and Recorder within three (3) months of approval by the Planning Commission;

WHEREAS, more than three months have passed since Resolution No. 1, Series of 2020 approving the application; however, the Planning Commission is willing to approve a two month extension for plat recordation due to the need for additional time to complete the plat.

NOW, THEREFORE BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF CARBONDALE, COLORADO, that the Subdivision Exemption is hereby approved, subject to the following conditions and findings:

1. The deadline for recordation of the Subdivision Exemption Plat shall be on or before July 13, 2020.
2. All other terms and conditions set forth in Resolution No. 1, Series of 2020 shall remain in full force and effect.

INTRODUCED, READ, AND PASSED THIS \_\_\_\_ day of \_\_\_\_\_, 2020.

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: 5-14-2020

**TITLE:** 415 Sopris Avenue Drive Minor Site Plan Review

**SUBMITTING DEPARTMENT:** Planning Department

**Owner:** Michael Wagner

**Applicant:** Chris Beebe, The B.C.S Group LLC.

**Property Location:** 415 Sopris Avenue

**Zone District:** Old Town Residential/OTR

**Lot Size:** 6,600 square feet

**Present Land Use:** Vacant Lot

**Proposed Land Use:** Single Family residence with attached ADU

**ATTACHMENTS:** Land Use Application  
Letter from Peter Davidoff  
Letter from Siad Mohammadioun

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### BACKGROUND

This is an application for a Minor Site Plan Review and Special Use Permit. The Commission is required to hold a public hearing and approve the application, deny it or continue the public hearing.

The applicant is proposing to construct a single-family residence with an attached accessory dwelling unit.

### DISCUSSION

Under the UDC, a proposed ADU in the OTR zone district must go through a minor site plan review before the Planning and Zoning Commission who will issue a decision and findings on the application.

### **Comprehensive Plan**

The property is designated as Old Town in the Future Land Use Plan and is the oldest neighborhood in town.

### **Zoning**

415 Sopris Avenue is entirely within the OTR zone district where an ADU is allowed by special use permit/minor site plan review as noted.

An ADU is allowed to be up 10% of the total lot size up to a maximum of 650 square feet, the proposed ADU is 609 square feet in size or about 9.2% of the lot size.

### **Setbacks**

Front 15 feet	Proposed 15 feet
Side(s) 5 feet	Proposed 5 feet
Rear 5 feet	Proposed 14 feet (5 feet required if adjacent to an alley)

The required setbacks in the OTR zone district have been met.

### **Maximum Impervious Surface**

40% maximum impervious allowed, plans indicate 32.8% of the lot will be impervious.

### **Building Height**

The proposed structure is indicated to be 24.5 feet in height with a maximum allowed of 25 feet.

### **Parking**

Section 5.8.3. of the UDC requires 2.5 parking spaces for the main dwelling, and 2 spaces for an ADU.

Two spaces are provided in the garage with an additional three space to the side and in front of the garage for a total of 5 parking spaces. All parking is accessed from the alley.

### **Building Design**

The front of the structure has variations utilizing “stepping” of the walls and roof. The front door is offset from street located on a stepped back porch. There is a variation in materials on the exterior of the structure that include cedar siding, stone veneer and stucco.

The surrounding neighborhood is an eclectic mix of styles and designs. The types of structures range from the Historic Fender to house to more modern designs that are similar in nature to the proposed structure.

### **Standards for Accessory Dwelling Unit**

UDC Section 4.4.4.A.1-4 include the following standards for ADUs:

- Only one ADU on the property.
- ADU's are required to be attached, except in the OTR Zone district.
- The detached ADU shall be located on the side or rear of the primary structure.
- The ADU will have a separate exterior entrance.
- The ADU will be no more than one bedroom.
- Separate water and sewer service will not be provided.
- The ADU will not be under separate ownership.

The application meets these standards.

### **Site Plan Review Criteria**

A site plan may be approved upon a finding that the application meets all of the following criteria:

1. The site plan is consistent with the Comprehensive Plan.
2. The site plan is consistent with any previously approved subdivision plat, planned unit development, or any other precedent plan or land use approval as applicable;
3. The site plan complies with all applicable development and design standards set forth in this Code; or
4. Traffic generated by the proposed development will be adequately served by existing streets within Carbondale, or the decision-making body finds that such traffic impacts will be sufficiently mitigated.

### **Special Use Permit for ADU**

1. The proposal meets the purposes of the zone district in the OTR zone district, specifically care has been taken to meet all criteria, regulations and dimensional requirements. The proposed ADU will be contained within the proposed volume of the garage/structure.

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 both the single-family residence and the ADU;
3. The special use shall not have a significant traffic impact the neighborhood.
4. The special use shall not otherwise have an adverse effect upon the character of surrounding uses;
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 or will be considered to be in the scale with the neighborhood as it develops in the immediate future as all uses will presently be accommodated within the existing volume of the structures.
9. The project maximizes the use of the site's desirable characteristics, specifically the alley access for parking.

#### **Findings for Approval - Site Plan Review Criteria**

1. The site plan is consistent with the Comprehensive Plan.
2. The site plan is consistent with any previously approved subdivision plat, planned unit development, or any other precedent plan or land use approval as applicable;
3. The site plan complies with all applicable development and design standards set forth in this Code
4. Traffic generated by the proposed development will be adequately served by existing streets within Carbondale.

#### **RECOMMENDATION:**

Staff recommends that the following motion be approved: **Move to approve a Minor Site Plan Review for an Accessory Dwelling Unit to be located at 415 Sopris Avenue, Carbondale, Colorado, with the following conditions:**



## **Conditions**

1. All development shall comply with the Site Plans and Building Elevations submitted with the application.
2. Water rights for the ADU shall be due at the time of building permit.
3. The applicant shall be responsible for all building permit fees, tap fees and other associated fees at the time of building permit.
4. 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.
5. The Applicant shall also pay and reimburse the Town for all other applicable professional and Staff fees pursuant to the Carbondale Municipal Code.

Prepared By: John Leybourne



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

Pre-Application Meeting Date \_\_\_\_\_  
Fees 1000 Date Pd 1-22-2020

### Land Use Application

#### PART 1 – APPLICANT INFORMATION

Applicant Name: Chris Beebe Phone: (970) 379-4214  
Applicant Address: 1149 Vitas Lane, Carbondale CO 81623  
E-mail: bcbbeeb61@gmail.com  
Owner Name: Michael Wagner Phone: (303) 638-9346  
Address: P.O. Box 997, Carbondale, CO 81623  
E-mail: mikewagner25@gmail.com  
Location of Property: provide street address and either 1) subdivision lot and block; or 2) metes and bounds:  
415 Spruce Avenue

#### PART 2 – PROJECT DESCRIPTION

General project description:  
New construction of single family dwelling with accessory dwelling unit  
Size of Parcel: 6600 SF # Dwelling Units: 2 Sq Ftg Comm: \_\_\_\_\_  
Type of Application(s): Special Use Permit  
Existing Zoning: OTR Proposed Zoning: OTR

#### 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.

Chris Beebe 1/21/20  
Applicant Signature Date

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

[Signature] 1/17/2020  
Owner Signature Date

STATE OF COLORADO

COUNTY OF GARFIELD

) ss.  
)

The above and foregoing document was acknowledged before me this 17th day of

January 2020, by Michael Wagner

Witness my hand and official  
My commission expires:

JENNIFER CUTRIGHT  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #19974015830  
My Commission Expires May 13, 2021

[Signature]  
Notary Public

# The B.C.S. Group, L.L.C.

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*Authentic, Spirited Design*

## **Special Use & Minor Site Plan Review Application**

415 Sopris Avenue, Carbondale, CO

Applicant: Chris Beebe, The B.C.S. Group, L.L.C.

January 21, 2020

## **Project Description**

We are applying to build an Accessory Dwelling Unit (609 sf) above the Garage of a new Single Family Dwelling at the above-referenced property, which will have on-site parking and private access to the unit from the alley that comes from 4<sup>th</sup> Street. The ADU will have dedicated bulk storage at ground level near it's Entry, with roof coverage for both storage and Entry access. The ADU will have a private deck at the living space level, and natural light and ventilation from all four sides, and include a separate bedroom, ¾ bath, and comfortable Living/Dining and Kitchen space with in-house laundry.

The Owner looks forward to providing affordable residential rental space in Carbondale's downtown.

## **Special Use & Minor Site Plan Review Application**

415 Sopris Avenue, Carbondale, CO

Applicant: Chris Beebe, The B.C.S. Group, L.L.C.

January 21, 2020

### **Site Data Calculations**

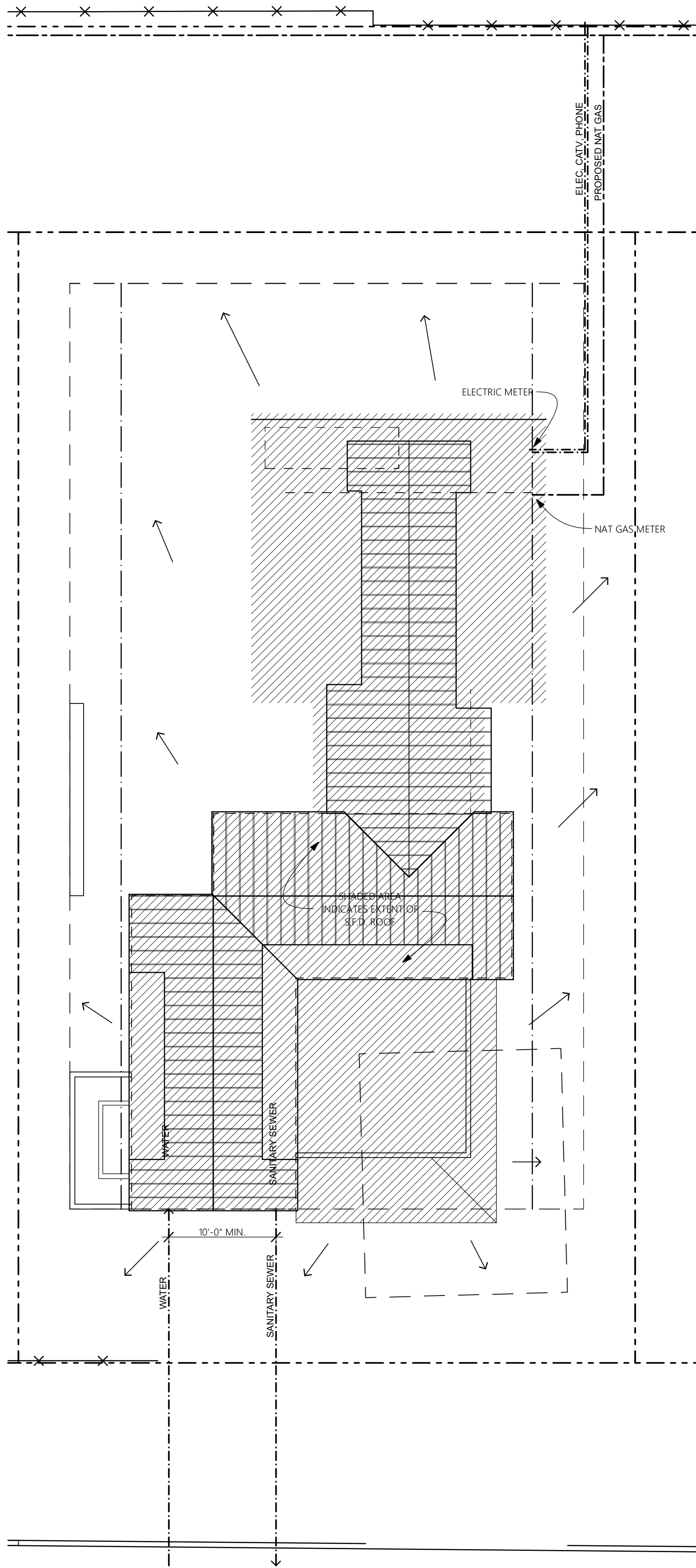
1. Dwelling Units:
  - a. One Primary Dwelling Unit
  - b. One Accessory Dwelling Unit
2. Lot Size and Dimensions
  - a. Lot Size = 6,600 square feet
  - b. Lot Dimensions: 60 feet by 110 feet
  - c. Minimum Lot Size in OTR = 4,125 square feet
3. Maximum Building Height
  - a. Primary Structure: 25 feet, except those portions of the structure within 5 feet of a side setback shall not exceed 20.0 feet
  - b. Accessory buildings: 14 feet on lots smaller than 7,000 square feet
  - c. Maximum height of proposed building = 24.5'
4. Setbacks that shall be maintained (please refer to Site & Landscaping Plan)
  - a. Front: 15 feet
  - b. Sides: 5.0 feet
  - c. Rear: 5.0 feet
5. Floor areas of the dwelling units
  - a. Primary Dwelling Unit: 3,373 square feet (Lower, Main and Upper Levels)
  - b. Accessory Dwelling Unit: 609 square feet (10% of Lot Area, or 660 square feet allowed)
  - c. Garage: 592 square feet
6. Area of Impervious Surfaces: 2,165 square feet (32.8% of Lot Area)
  - a. 34% of Lot Area, or 2,244 square feet, allowable
  - b. See attached Site & Landscaping Plan
7. The amount of private outdoor open space and bulk storage space
  - a. Primary Dwelling Unit private outdoor space: 335 square feet = 25% of Main Level living space.
  - b. Accessory Dwelling Unit private outdoor space:
    - i. Upper Level Deck: 52.0 square feet
  - c. Bulk Storage
    - i. Primary Dwelling Unit: 5,918 cubic feet provided
    - ii. Accessory Dwelling Unit: 221 cu ft provided
8. Total Landscape Area = 6,600 square feet (Total Lot Area) - 2,165 sq ft (Total Impervious Surfaces) = 4,435 square feet
9. Total Parking Spaces provided = 5 (Please refer to Site & Landscaping Plan)
10. Adjacent Zone Districts within 300 feet of subject property:
  - a. North: O (Sopris Park), R/LD north side of Euclid
  - b. East: OTR within 300 feet of subject property
  - c. South: R/MD/CF (Carbondale Library), R/MD, R/HD (RFTA housing), R/LD

d. West: OTR within 300 feet of subject property

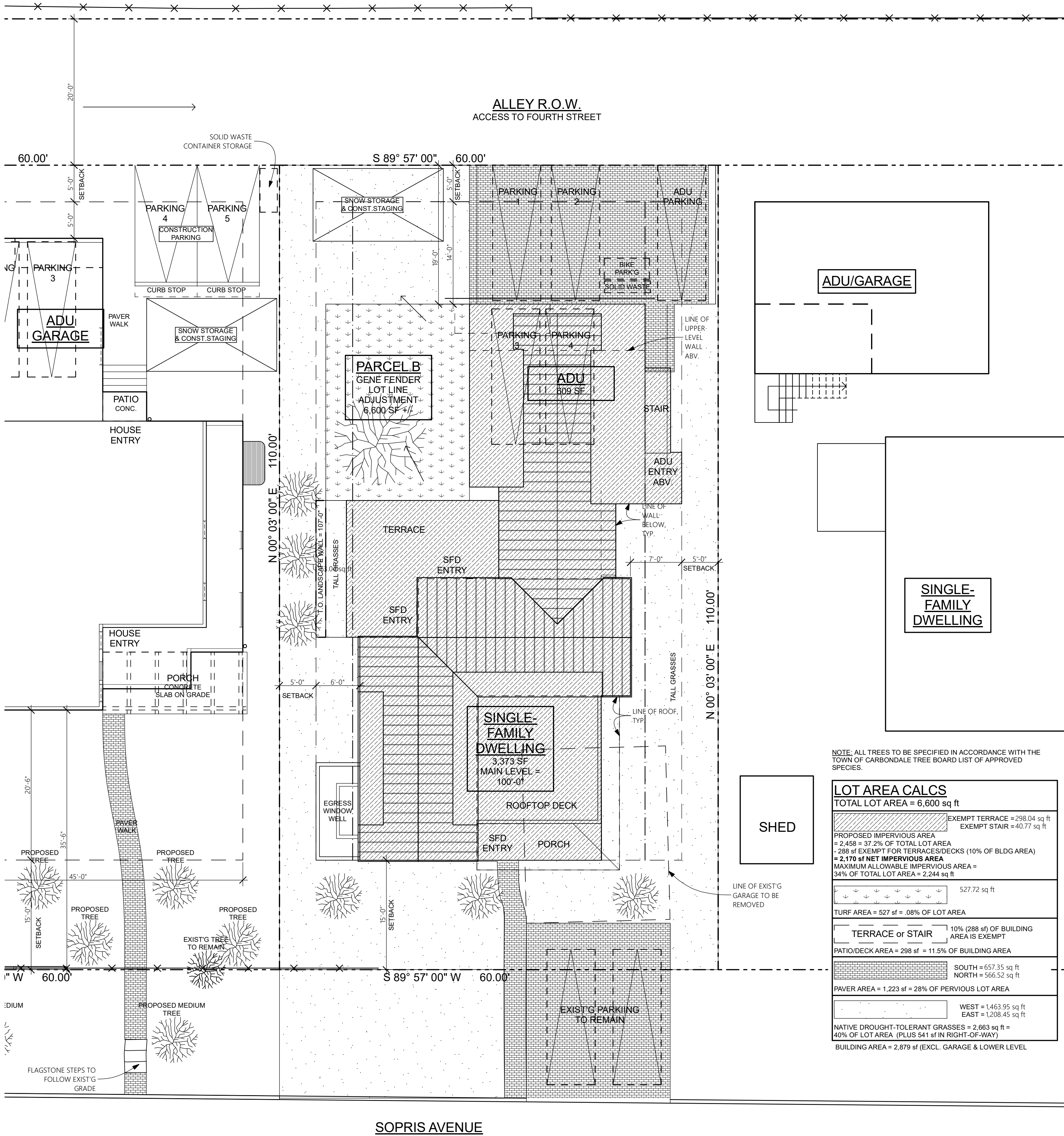








Drainage & Utility Plan  
SCALE: 1/8" = 1'-0" 2



NOTE: ALL TREES TO BE SPECIFIED IN ACCORDANCE WITH THE TOWN OF CARBONDALE TREE BOARD LIST OF APPROVED SPECIES.

LOT AREA CALCS	
TOTAL LOT AREA = 6,600 sq ft	
PROPOSED IMPERVIOUS AREA = 2,458 = 37.2% OF TOTAL LOT AREA	EXEMPT TERRACE = 298.04 sq ft
- 288 sf EXEMPT FOR TERRACES/DECKS (10% OF BLDG AREA)	EXEMPT STAIR = 40.77 sq ft
= 2,170 sf NET IMPERVIOUS AREA	
MAXIMUM ALLOWABLE IMPERVIOUS AREA = 34% OF TOTAL LOT AREA = 2,244 sq ft	
527.72 sq ft	
TURF AREA = 527 sf = .08% OF LOT AREA	
TERRACE or STAIR 10% (288 sf) OF BUILDING AREA IS EXEMPT	
PATIO/DECK AREA = 298 sf = 11.5% OF BUILDING AREA	
SOUTH = 657.35 sq ft	
NORTH = 566.52 sq ft	
PAVER AREA = 1,223 sf = 28% OF PERVIOUS LOT AREA	
WEST = 1,463.95 sq ft	
EAST = 1,208.45 sq ft	
NATIVE DROUGHT-TOLERANT GRASSES = 2,663 sq ft = 40% OF LOT AREA (PLUS 541 sf IN RIGHT-OF-WAY)	
BUILDING AREA = 2,879 sf (EXCL. GARAGE & LOWER LEVEL	

Site & Landscape Plan  
SCALE: 1/8" = 1'-0" 1

**LEGAL DESCRIPTION:**  
Quarter: SW Section: 34 Township: 7 Range: 88 Subdivision: ORIGINAL TOWNSTE CARBONDALE Block: 17 Lot: 7-8 E. 10 FT. OF EVEN WIDTH OF OUTLOT 8, BLOCK 17, ORIGINAL TOWNSTE AKA: PARCEL B, GENE FENDER LOT LINE ADJUSTMENT PLAT, RECEPTION # 831717 6600 SQUARE FEET  
**PARCEL ID:**  
2393-343-31-005

**FLOOR AREA CALCULATIONS:**

HOUSE LOWER LEVEL: 1167 sf  
HOUSE MAIN LEVEL: 1336 sf  
HOUSE UPPER LEVEL: 870 sf  
HOUSE SUB-TOTAL (ABOVE GRADE): 2,206

ADU: 609 SF = 9.2% OF LOT AREA (10% ALLOWED)

GARAGE: 592 SF

**TABLE OF CONTENTS:**

- AS101 YER LOOKIN' AT IT  
A101 LOWER & MAIN LEVEL FLOOR PLANS  
A102 UPPER & ROOF LEVEL PLANS  
A201 BUILDING ELEVATIONS  
A202 BUILDING ELEVATIONS  
A301 BUILDING SECTIONS  
A401 WALL SECTIONS & DETAILS  
A701 EXTERIOR DOOR & WINDOW SCHEDULE  
A702 INTERIOR DOOR SCHEDULE  
SURVEY  
S1.1 FOUNDATION PLAN  
S2.1 MAIN FLOOR FRAMING PLAN  
S2.2 UPPER FLOOR FRAMING PLAN  
S2.3 ROOF FRAMING PLAN  
S3.1 STRUCTURAL DETAILS & NOTES

**GENERAL NOTES:**

1. ALL ADHESIVES AND SEALANTS TO BE NON-SOLVENT AND/OR LOW-VOC
2. OWNER WILL COMPLY WITH ALL COMMITMENTS MADE IN THE EFFICIENT BUILDING PROGRAM CHECKLIST
3. AUTOMATIC OR GRAVITY DAMPERS ARE TO BE INSTALLED ON ALL OUTDOOR AIR INTAKES AND EXHAUSTS
4. IC-RATED RECESSED LIGHTING FIXTURES ARE TO BE SEALED AT THE HOUSING/INTERIOR FINISHED AND LABELED TO INDICATE </= 2.0 CFM @ 75 Pa.
5. BLOWER DOOR TEST IS TO BE PERFORMED AND PASSED PRIOR TO INSTALLING SHEETROCK
6. ALL INSULATION TO HAVE R-VALUES CLEARLY LABELED ON MATERIAL AND EXPOSED AT TIME OF INSPECTION AND INSTALLED PER MANUF'S REQUIREMENTS. BLOWN INSULATION IS TO BE MARKED EVERY 300 sf.
7. ALL DUCTWORK TO BE SEALED WITH LOW-VOC MASTIC
8. BUILDING CAVITIES ARE NOT TO BE USED FOR SUPPLY DUCTING. ALL AIR MOVEMENT TO BE CONTAINED IN DUCTWORK
9. ALL DUCTS TO BE TESTED PER RESCHECK 4.6.5 SECTION 403.2.2
10. 50% OF LAMPS IN PERMANENT FIXTURES ARE TO BE HIGH-EFFICACY LAMPS
11. PROGRAMMABLE THERMOSTATS ARE TO BE USED ON ALL ZONES
12. HEAT PUMP THERMOSTATS ARE TO BE INSTALLED ON ALL HEAT PUMPS
13. CIRCULATING SERVICE HOT WATER SYSTEMS ARE TO HAVE AUTOMATIC OR ACCESSIBLE MANUAL CONTROLS
14. OPERATING MANUALS FOR ALL EQUIPMENT AND APPLIANCES ARE TO BE PROVIDED TO OWNER UPON COMPLETION OF PROJECT
15. HVAC EQUIPMENT TO BE SIZED PER ACCA MANUAL S BASED ON LOADS PER ACCA MANUAL J OR OTHER APPROVED METHODS
16. HVAC PIPING CONVEYING FLUIDS ABOVE 105 DEGREES F ARE TO BE INSULATED TO R-3 MIN.
17. HOT WATER SERVICE PIPES ARE TO BE INSULATED TO R-2 MIN.

**APPLICABLE CODES:**

1. 2009 INTERNATIONAL RESIDENTIAL CODE
2. 2015 INTERNATIONAL ENERGY CONSERVATION CODE

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**REVISIONS:**

**STATUS:**  
SPECIAL USE  
PERMIT  
APPLICATION

**NOT FOR  
CONSTRUCTION**

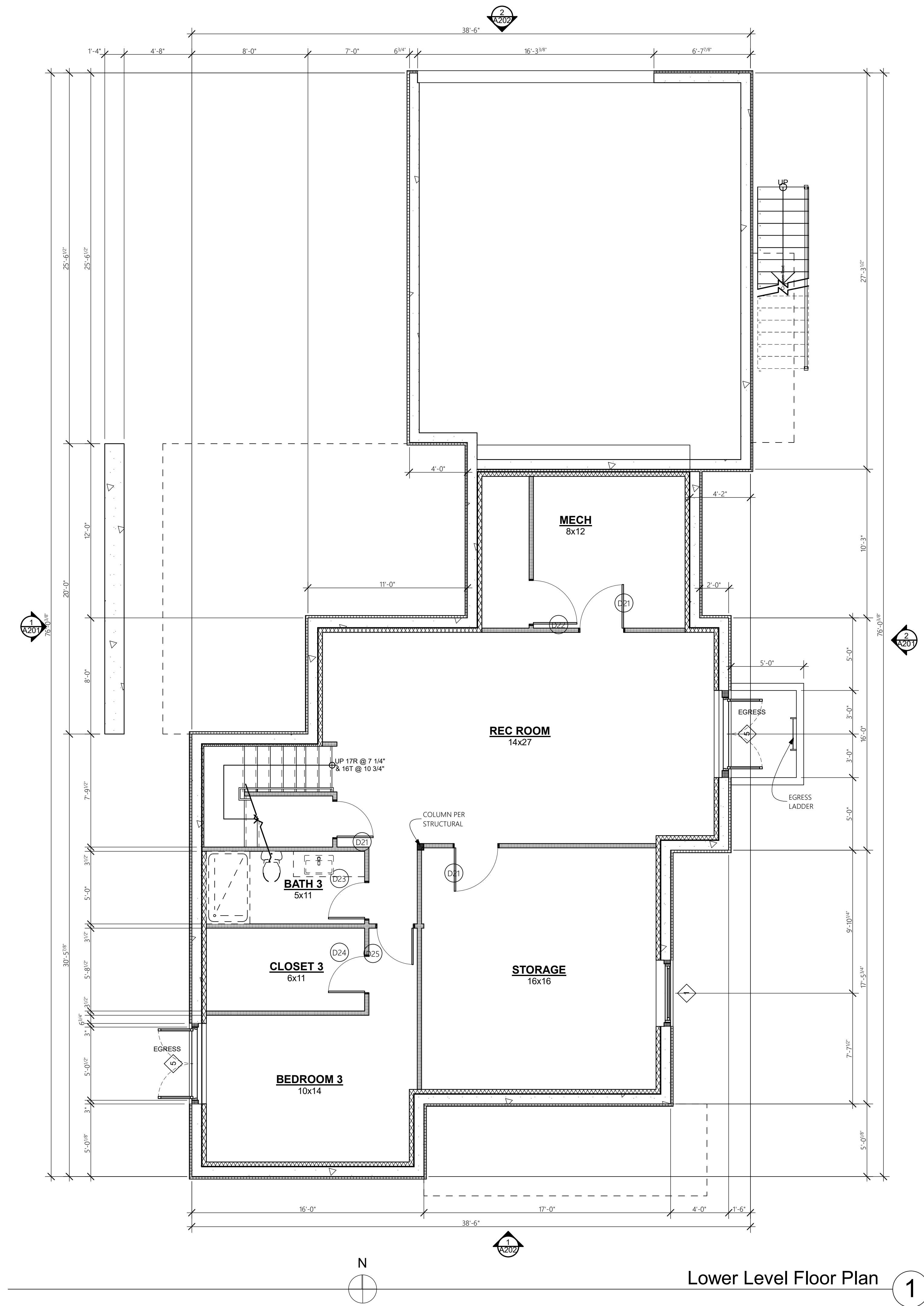
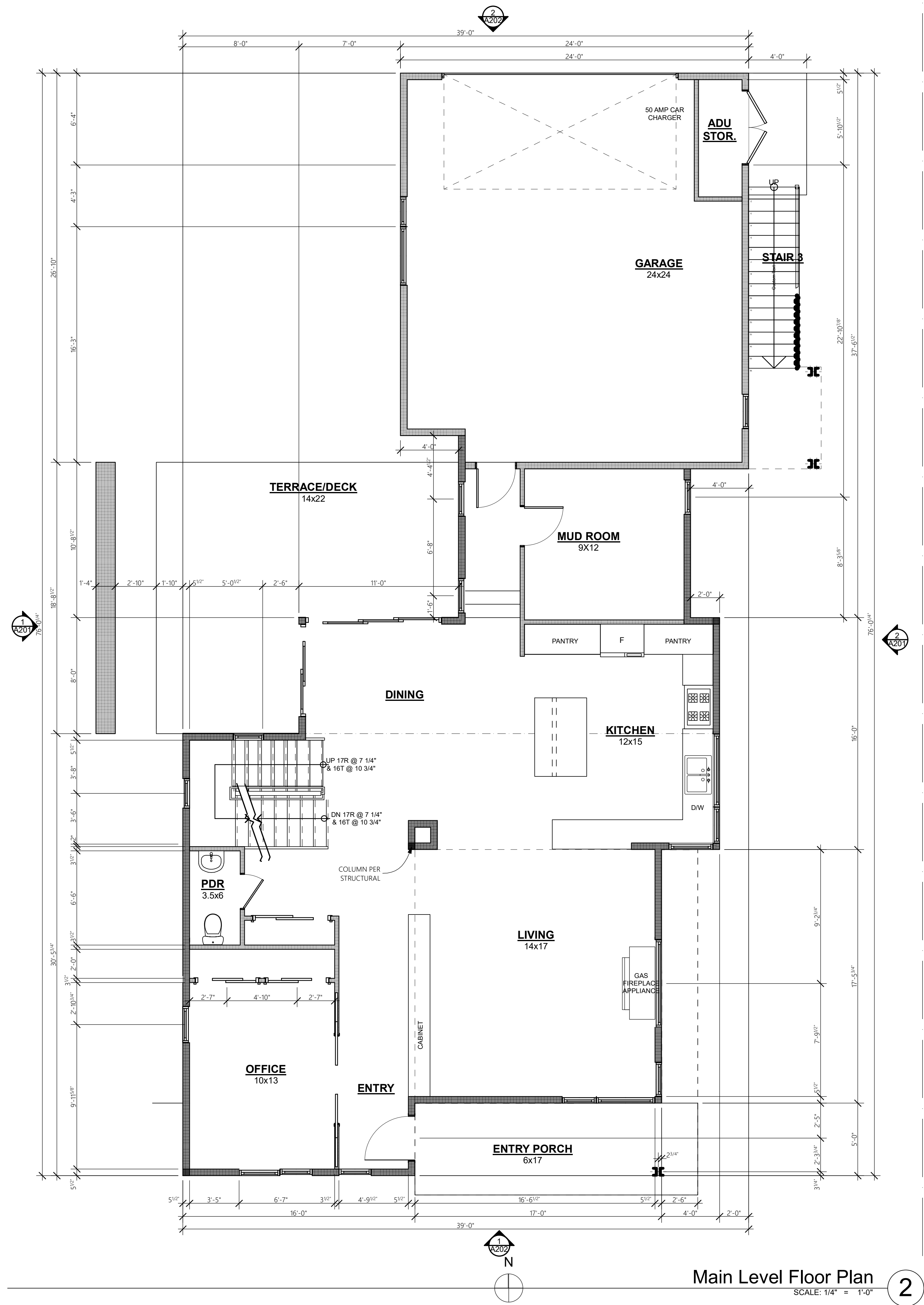
415 SOPRIS AVENUE  
Carbondale, Colorado

1149 VITOS WAY  
CARBONDALE  
COLORADO  
81623  
**THE B.C.S. GROUP, L.L.C.**  
*Authentic, Spirited Design*  
PHONE  
(970) 379-4214  
EMAIL  
bcchris61@gmail.com

**SHEET TITLE:**  
Site & Grading Plans,  
Project Information

**DATE:** 3/9/2020

**SHEET NO:**  
AS101



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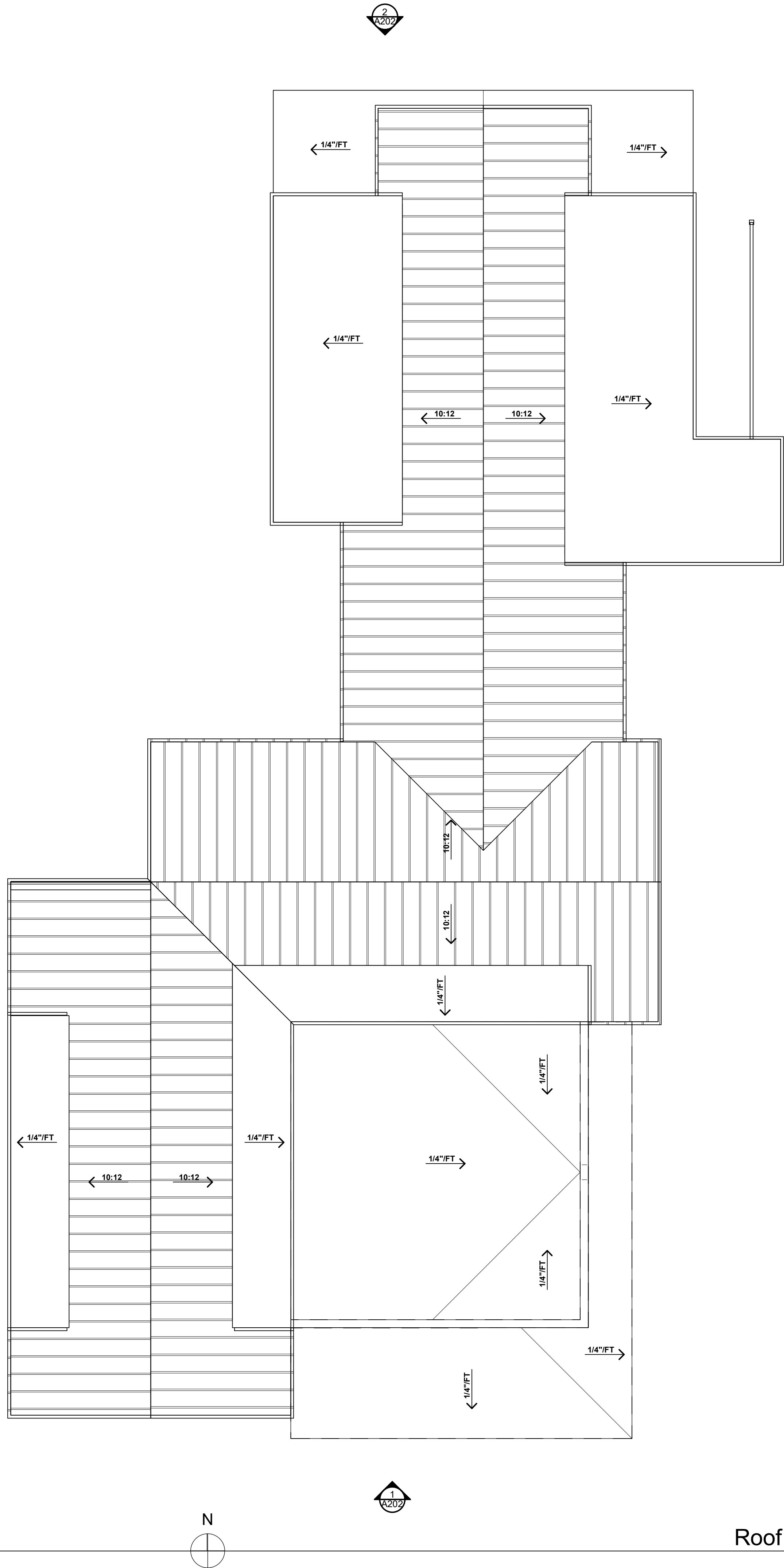
PHONE  
(970) 379-4214  
EMAIL  
bcchris61@gmail.com

**SHEET TITLE:**  
Floor Plans

**DATE:** 3/9/2020

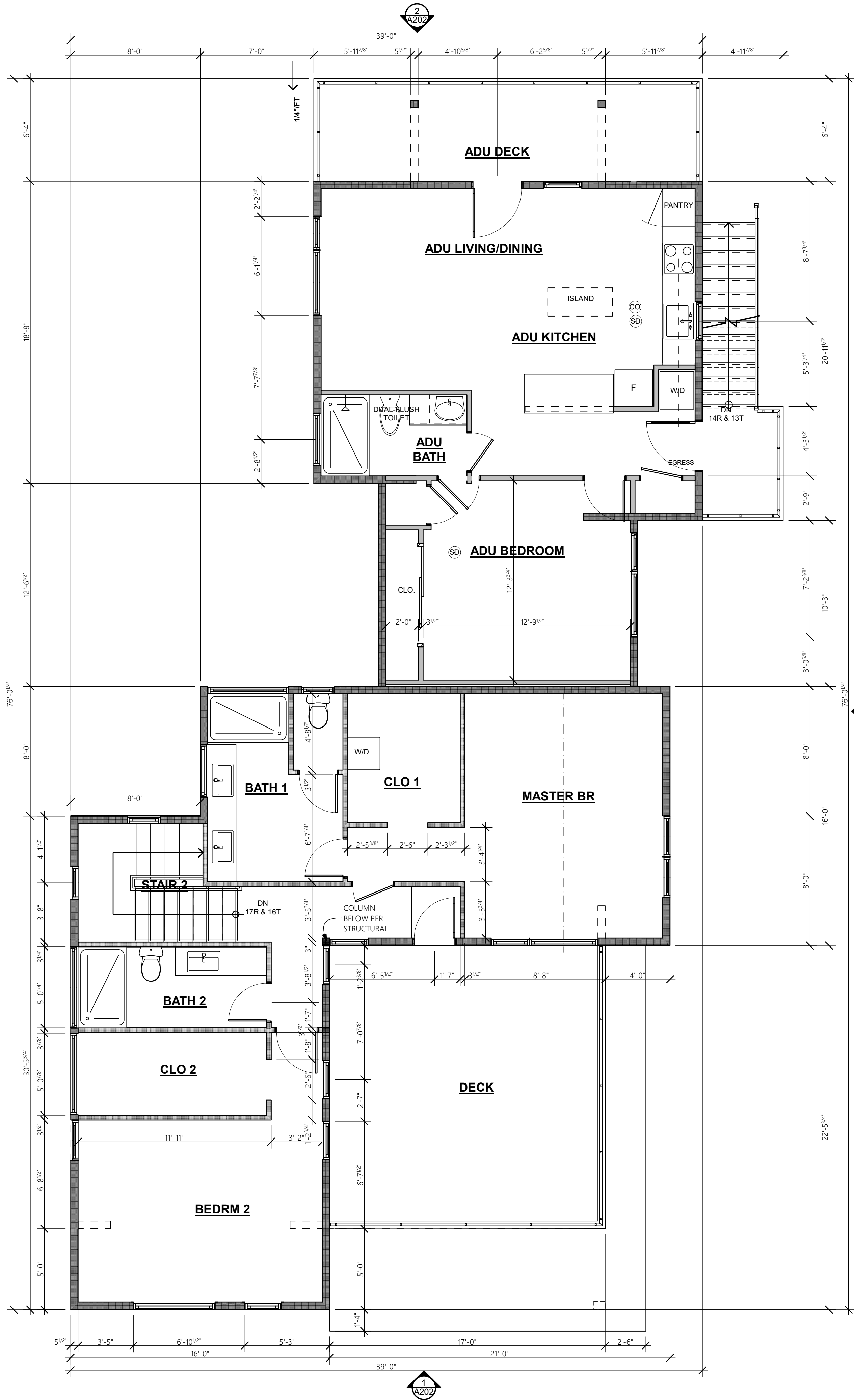
**SHEET NO:**  
**A101**





Roof Plan

2



Upper Level Floor Plan

SCALE: 1/4" = 1'-0"

1

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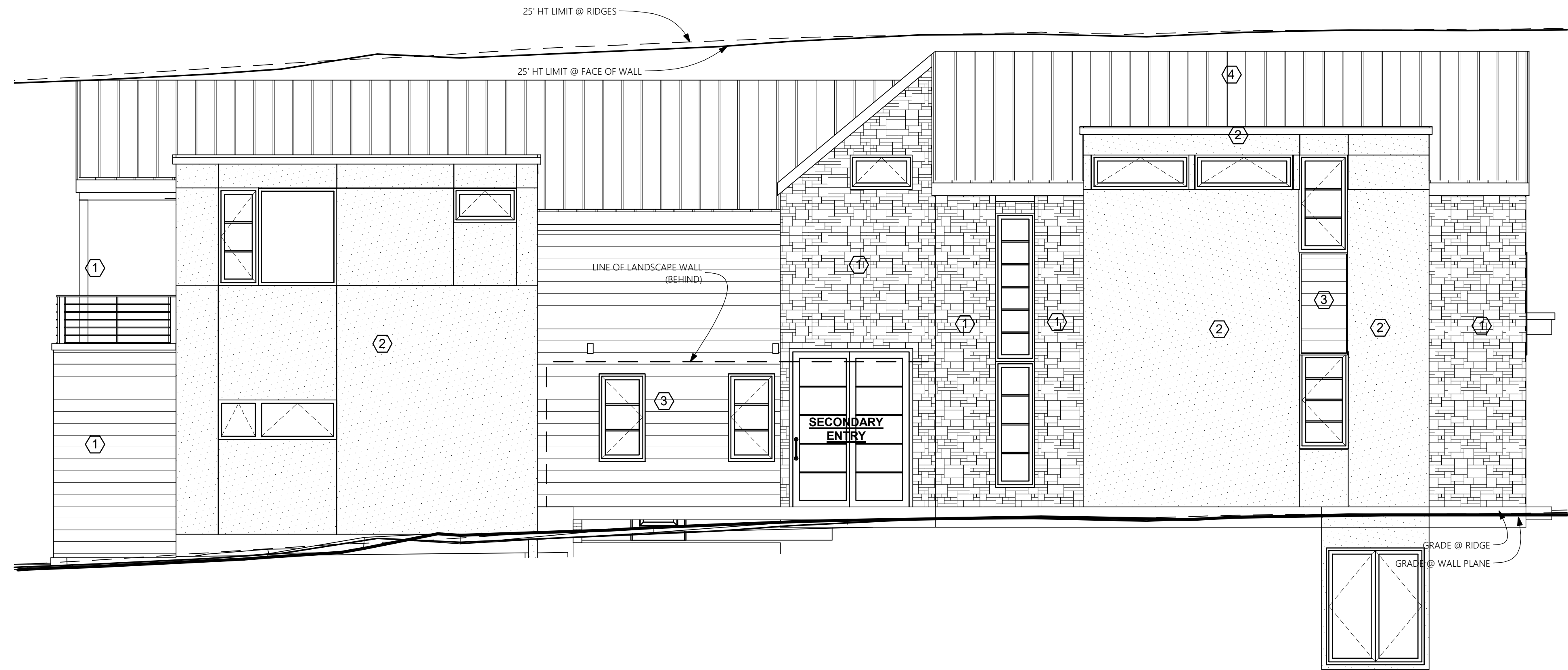
**A102**



East Elevation

SCALE: 1/4" = 1'-0"

2



West Elevation

1

**EXTERIOR FINISH LEGEND**

- ① STONE VENEER
- ② STUCCO
- ③ CEDAR SIDING
- ④ STANDING SEAM METAL ROOFING

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COLORADO  
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PHONE  
(970) 379-4214  
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bcchris61@gmail.com

**SHEET TITLE:**  
Building Elevations

DATE: 3/9/2020

SHEET NO:

A201

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**SHEET TITLE:**  
Building Elevations

**DATE:** 3/9/2020

**SHEET NO:**

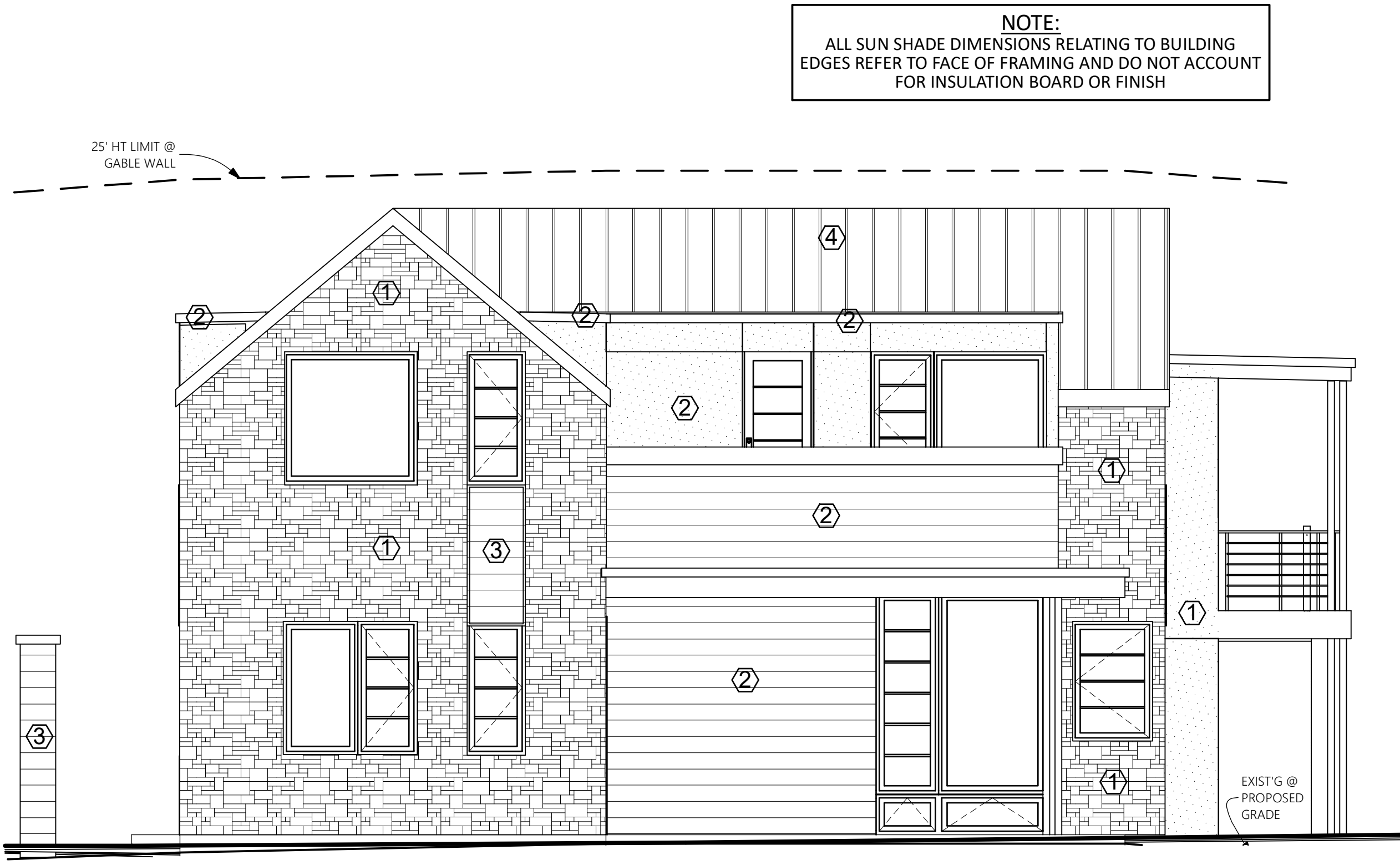
**A202**



North Elevation

SCALE: 1/4" = 1'-0"

2



South Elevation

1





Southwest View 6



Southeast View 5



Terrace View 4  
SCALE: 1:42.11



Street View 3



Northeast View 2



Northwest View 1

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Carbondale, Colorado

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CARBONDALE  
COLORADO  
81623  
PHONE  
(970) 379-4214  
EMAIL  
bcchris61@gmail.com

**SHEET TITLE:**  
Exterior Views

**DATE:** 3/9/2020

**SHEET NO:**  
3D.1

415 Sopris Avenue

Carbondale, Colorado

January 20, 2020

**On-Street Parking Analysis**

**Weekday Morning Parking (January 17, 2020 at 7:30 am)**



Sopris Avenue from Weant Boulevard to 4<sup>th</sup> Street

No vehicles parked on the street



**Weekday Evening Parking (January 17, 2020 at 4:45 pm)**



Sopris Avenue from 4<sup>th</sup> Street to Weant Boulevard

No vehicles parked on the street

**Weekend Morning Parking (January 18, 2020 at 7:30 am)**



Sopris Avenue from 4<sup>th</sup> Street to Weant Boulevard

No vehicles parked on the street

**Weekend Evening Parking (January 18, 2020 at 4:45 pm)**



Sopris Avenue from 4<sup>th</sup> Street to Weant Boulevard

No vehicles parked on the street



# The B.C.S. Group, L.L.C.

*Authentic. Spirited Design*

## Special Use & Minor Site Plan Review Application

417 Sopris Avenue, Carbondale, CO

Applicant: Chris Beebe, The B.C.S. Group, L.L.C.

April 30, 2019

## Adjoining Properties



View to the South. Wood fence posts are roughly property line.



View to Southwest. T-posts are roughly property line.





View to the West. T-posts are roughly property line.



View to the Northwest. T-posts on the left are roughly property line; wood posts on right are roughly the northerly boundary of the alley.





View to the North. Wood fence posts are roughly the northerly boundary of the alley.



View to the Northeast. White rock and stake to the left and wood stake in the right foreground are roughly property





View to the East. Wood stakes in the foreground are roughly property line.



View to the Southeast. White stake in foreground is roughly property line.



Subject property as seen from Sopris Avenue.



Michael Wagner  
PO Box 999  
Carbondale, CO 81623

THIS DEED, made this 22<sup>ND</sup> day of March, 2019 between **ALEXANDRA K. WAGNER** ("Grantor"), whose legal address is 1050 Park West Drive, Glenwood Springs, CO 81601, and **MICHAEL A. WAGNER** ("Grantee"), whose legal address is 1911 1/2 Colorow Road, Glenwood Springs, CO 81601;

[COURT ORDERED TRANSFER—NO DOCUMENTARY FEE OWING]

**Also Known As: 415 Sopris Avenue, Carbondale, Colorado 81623.**


EXECUTED AND DELIVERED on the date set forth above.

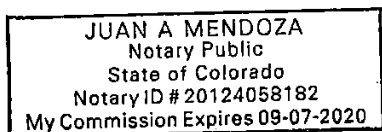
  
ALEXANDRA K. WAGNER

STATE OF COLORADO }  
COUNTY OF GARFIELD } ss.

The foregoing instrument was acknowledged before me on MARCH 22, 2019  
by ALEXANDRA K WAGNER

Witness my hand and official seal.  
My commission expires: 9/7/2020

  
\_\_\_\_\_  
Notary Public



## John Leybourne

---

**From:** Janet Buck  
**Sent:** Tuesday, May 05, 2020 4:51 PM  
**To:** John Leybourne  
**Cc:** Mary Sikes  
**Subject:** FW: Michael Wagner's Building Plans

-----Original Message-----

**From:** peter davidoff <peter.davidoff@gmail.com>  
**Sent:** Tuesday, May 5, 2020 4:38 PM  
**To:** Janet Buck <jbuck@carbondaleco.net>  
**Cc:** Michael Wagner <mikewagner25@gmail.com>  
**Subject:** Michael Wagner's Building Plans

Hello Janet,

Michael Wagner will be building on the lot just West of mine. Mike has continually updated me with his building plans, and we have met a number of times to review landscape and building placement. I'm writing to you as support for his project, and look forward to his moving in as a neighbor.

With thanks,

Peter Davidoff  
275 S 4th Street



## John Leybourne

---

**From:** saidmohammadioun@gmail.com  
**Sent:** Wednesday, May 06, 2020 8:46 AM  
**To:** Janet Buck  
**Cc:** John Leybourne  
**Subject:** 415 Sopris Avenue

Hi Janet,

I hope you and your colleagues are all healthy and managing through these difficult times.

As you may recall, I own the property at 417 Sopris Avenue where our son Kevin resides. Mike Wagner has shared the plans for the house that he plans to build next door to us. It looks like a nice house and, as a neighbor, I have no problems with these plans. Mike has our support for building his house as planned and we look forward to having a nice neighbor rather than an empty lot next to us.

Please let me know if I can be of any help.

Said

Said Mohammadioun





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

**Planning and Zoning Commission  
Memorandum**

Meeting Date: 5-14-2020

**TITLE:** Plumb Manufacturing LLC. Retail and Medical Marijuana Infused Product Manufacturing Operation

**SUBMITTING DEPARTMENT:** Planning

**APPLICANT:** Plumb Manufacturing, LLC.

**OWNERS:** Renee Grossman

**LOCATION:** 500 Buggy Circle, Carbondale, Units LL4, LL3 and UL 2, UL 3.

**ATTACHMENTS:** Application  
Building Official Memo

---

**BACKGROUND:**

Plumb Manufacturing LLC. have submitted an application to operate a retail and medical marijuana infused product manufacturing operation (MIP) at 500 Buggy Circle Units LL4, LL3 and UL 2 and UL 3. There has been a MIP operation at this location since 2015 but will no longer be located there. The operation will require a building permit and review by the Building Official.

**DISCUSSION**

A retail and medical marijuana infused product manufacturing operation (MIP) is allowed through a Special Use Permit in the Commercial Retail Warehouse (CRW/PUD) 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. As there was a similar operation at the location, the air filtration system will remain and will be verified to be operational before operations may commence.

The operation will be utilizing a water/ice extraction method for the production of hash oil to be used in the products indicated in the application.

**PARKING:**

The zone district requires one parking space for every three employees. The applicant has indicated that there will be 3 employees for the two licenses requiring two spaces. As with previous applications for this building parking is to the rear of the building and to the front of the units.

**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 that will be similar to the previous operation.

**STAFF COMMENTS:**

The Building Official, John Plano, (memo attached), provided comments to be addressed at permit application submittal if needed.

**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 Commercial/Industrial PUD zone district.
- b. The Retail and Medical 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 and Medical 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 and Medical 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 approve a Special Use Permit for the operation of a Retail and Medical Marijuana Infused Product Manufacturing Operation to be located at 500 Buggy Circle, Carbondale, Units LL4, LL3 and UL 2, UL 3, Carbondale Colorado, with the following conditions:**

1. The Special Use Permit shall be limited to a Retail and Medical 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 and Medical 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 and Medical 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 2-7-2020

Lu 20-8

### Land Use Application

#### PART 1 – APPLICANT INFORMATION

Applicant Name: Plum Manufacturing LLC Phone: 212 851 6448  
Applicant Address: 500 Buggy Circle LL 3#4, UL 2#3 Carbondale  
E-mail: reneec@highrockies.com  
Owner Name: Renée S. Grossman Phone: 212 851 6448  
Address: 316 Sopris Circle, Basalt, CO 81621  
E-mail: reneec@highrockies.com  
Location of Property: provide street address and either 1) subdivision lot and block; or 2) metes and bounds:  
500 Buggy Circle, LL 3#4 UL 2#3, Carbondale, CO 81623

#### PART 2 – PROJECT DESCRIPTION

General project description:

Retail and Medical Marijuana Products  
Manufacturer

Size of Parcel: \_\_\_\_\_ # Dwelling Units: \_\_\_\_\_ Sq Ft Comm: \_\_\_\_\_

Type of Application(s): \_\_\_\_\_

Existing Zoning: \_\_\_\_\_ Proposed Zoning: \_\_\_\_\_

#### 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

2/4/20  
Date

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

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_ Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

STATE OF COLORADO )  
COUNTY OF GARFIELD ) ss.

The above and foregoing document was acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_

Witness my hand and official  
My commission expires:

\_\_\_\_\_  
Notary Public

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

2/4/20  
Date

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

[Signature] 2/4/2020  
Owner Signature Date

[Signature] 2-4/20  
Owner Signature Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

The above and foregoing document was acknowledged before me this 4th day of February 2020, by R. Scott Duryea and Mark Przybylski

Witness my hand and official  
My commission expires: 3-21-2024  
ID # 19924002399



Susan VanCleve  
Notary Public



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

Pre-Application Meeting Date \_\_\_\_\_  
Fees \_\_\_\_\_ Date Pd \_\_\_\_\_

### Land Use Application

#### PART 1 - APPLICANT INFORMATION

Applicant Name: Plum Manufacturing LLC Phone: 212 851 6448  
Applicant Address: 500 Buggy Circle LL 344 UL 243 Carbondale  
E-mail: venee@highrockres.com  
Owner Name: Renee S. Grossman Phone: 212 851 6448  
Address: 316 Soaps Circle, Rosalt, CO 81621  
E-mail: venee@highrockres.com  
Location of Property: provide street address and either 1) subdivision lot and block; or 2) metes and bounds:  
500 Buggy Circle, LL 344 UL 243 Carbondale, CO

#### PART 2 - PROJECT DESCRIPTION

General project description:

Retail and Medical Marijuana Products  
Manufacturer

Size of Parcel: \_\_\_\_\_ # Dwelling Units: \_\_\_\_\_ Sq Ft Comm: \_\_\_\_\_

Type of Application(s): \_\_\_\_\_

Existing Zoning: \_\_\_\_\_ Proposed Zoning: \_\_\_\_\_

# Plum Manufacturing LLC

APPLICATIONS FOR A SPECIAL USE PERMIT AND TRANSFER OF  
OWNERSHIP FOR LICENSES TO OPERATE A MEDICAL AND  
RETAIL MARIJUANA MANUFACTURER

500 Buggy Circle, LL 3&4, UL 2&3  
Carbondale, CO 81623

Submitted to the Town of Carbondale  
February 3, 2020

Any communications or inquiries regarding this application should be directed to:

Plum Manufacturing LLC  
314 Sopris Circle  
Basalt, CO 81621

Renée S. Grossman  
Manager  
+1 (212) 851-6448  
[renee@highqrockies.com](mailto:renee@highqrockies.com)



## **I. APPLICATION**

Plum Manufacturing LLC ("Plum" or the "Company") is applying for a Special Use Permit to operate a Retail Marijuana Products Manufacturer and Medical Marijuana Products Manufacturer (the "Manufacturing Businesses") in the Town of Carbondale. Plum is also applying for a Transfer of Ownership of The Laughing Dog Group, LLC's Town of Carbondale licenses to operate a Retail Marijuana Products Manufacturer and Medical Marijuana Products Manufacturer and the associated licenses issued by the Colorado Department of Revenue Marijuana Enforcement Division (the "MED").

The proposed location for the Manufacturing Businesses is 500 Buggy Circle, LL 3&4 and UL 2&#, Carbondale, CO 81623 (the "Licensed Premises"). This is the prior location of The Laughing Dog Group, LLC's Retail Marijuana Products Manufacturer and Medical Marijuana Products Manufacturer operations.

## **II. OWNERSHIP**

### **A. Overview**

The Company was formed as a limited liability company pursuant to the Limited Liability Company Act of the State of Colorado by the filing of the Articles of Organization with the Colorado Secretary of State on January 2, 2020. The Company is currently one hundred percent (100%) owned by Renée S. Grossman, who currently owns and operates the High Q Retail Marijuana Store in Carbondale, among other businesses.

On February 1, 2020, the Company executed an Asset Purchase Agreement to purchase the Medical Marijuana Products Manufacturer License No. 404-00523 issued by the MED and the associated Town of Carbondale license, the Retail Marijuana Products Manufacturer License No. 404R-00207 issued by the MED and the associated Town of Carbondale license (collectively the "Licenses and Permits") from The Laughing Dog Group, LLC as well as the furniture, fixtures, supplies and other assets of Seller, including all security and surveillance equipment, all odor mitigation equipment, lighting, fixtures and leasehold improvements to the Licensed Premises, all tables, shelving, office furniture and office equipment and supplies and any non-branded packaging materials.

### **B. Local Agent**

The Local Agent for the Company is Renée S. Grossman who resides at 314 Sopris Circle, Basalt, CO 81621. The Company is currently one hundred percent (100%) owned by Renée S. Grossman, who currently owns and operates the High Q Retail Marijuana Store in Carbondale. Ms. Grossman is in the process of raising capital, in part to fund the Manufacturing Businesses, at which time she will file another Transfer of Ownership.

### **C. Attachments**

Copies of the following formation documents for the Company are attached hereto. The Company intends to apply for new sales tax licenses with the State of Colorado and the Town of Carbondale.

- Operating Agreement
- Certificate of Good Standing from the Colorado Secretary of State
- Articles of Organization from the Colorado Secretary of State
- EIN Number

### **D. Restructuring**

The Company is currently owned 100% by Ms. Grossman. Ms. Grossman also owns 100% of HQ LLC, which operates the High Q Retail Marijuana Store in Silt, 90% of HQ Sopris LLC, which operates the High Q Retail Marijuana Store in Carbondale and 70.01% of HQ Mammoth LLC, which operates the High Q Retail Marijuana Store Snowmass Village. Ms. Grossman is in the process of merging these companies under one holding company, Plum Companies LLC, in which she will be the majority owner. The Company intends to file another Transfer of Ownership with the MED and the Town of Carbondale to complete this merger.

### III. COMPANY MANAGEMENT

#### *Renée S. Grossman, 52, Manager*

Renée has more than 25 years of corporate finance, management and investing experience, primarily for growth-stage companies across a wide-range of industries including retail, consumer products, business services, telecommunications, technology, renewable energy and coal. Renée has spent her entire career working in highly-regulated industries with perfect compliance. She was a licensed Securities Representative with the Financial Industry Regulatory Authority (FINRA) for over 20 years and an executive for three publicly-traded companies and two coal companies. She also provided services to companies in regulated industries such as telecommunications, pharmaceutical, consumer products, coal, nuclear and renewable energy and technology.

Prior to retiring from corporate finance and entering the cannabis industry, Renée was VP of Finance and Mergers & Acquisitions for Bowie Resources, the largest Western Bituminous coal company where she successfully led the \$435 million purchase of Grand Junction-based Canyon Fuel Company from Arch Coal, Inc. and the \$560 million recapitalization of Bowie. Previously, she was a founding shareholder and SVP of Finance for Colombia Energy Resources, a publicly-traded metallurgical coal company in Colombia. From 2001-2012, Renée provided investment banking and outsourced CFO services to growth companies through RSG Capital LLC; clients included Bowie, Agrivest Americas, Colombia Energy Resources and Senex. From 1989-2001, Renée was an investment banking and private equity professional with several firms as well as a consultant for The Boston Consulting Group. Renée began her career in mergers and acquisitions and leveraged buyouts with Wasserstein Perella & Co., Inc.

Renée received an MBA degree and a Bachelor of Science in Economics degree, *summa cum laude*, both from The Wharton School, University of Pennsylvania. She is a member of the National Cannabis Industry Association, Marijuana Policy Project and Women Grow. She resides in Basalt, CO with her beagles, Lucy and Harley.

Renée will have oversight responsibility for the Company and related entities and be specifically responsible for regulatory compliance, human resources, benefits management, finance and accounting and employee hiring and training.

#### *Blair Kralick, Director of Manufacturing Operations*

Blair has over seven years of cannabis industry experience, including products manufacturing, cultivation and retail sales. Most recently, he was the Director of Production and Sales for FarmaceuticalRx, a medical marijuana cultivator and processor in Pennsylvania and Ohio where he helped design and build the extraction and production labs and line of concentrate products. Previously, he was Head of Business Development and Director of Lab Operations for Verde Natural, DabLogic & Fuego Extracts. Blair was very instrumental in the launch of two award-winning extract brands, DabLogic & Fuego Extracts, built and oversaw all the lab operations, expanded Verde Natural's wholesale business from 8 store/50 pounds per month to one of Colorado's largest suppliers with 45+ stores/250+ pounds per month and was responsibilities for sales, marketing, lab build out, equipment purchasing, product line development, production management and packaging. Prior to Verde Natural, he was General Manager for Emerald Fields, one of the largest recreational dispensaries in Colorado and the lead grower for Rocky Road Remedies.

Blair specializes in cannabis genetics, cannabis sales, marketing, packaging, product development, hydrocarbon production management and water based/solvent-less production management. He has also successfully helped develop and bring to market multiple award-winning products in both hydrocarbon and solvent-less concentrates.

Blair is moving to Carbondale to work for the Company.

*Brieanna Kralick, Director of Cultivation Operations, Assistant Director of Manufacturing Operations*

Brie has more than four years of cannabis industry experience, primarily in organic cultivation. Most recently, she was Director of Cultivation for FarmaceuticalRx where she helped design, build and manage the cultivation operations. Previously she was Head of Cultivation at Ajoya, Lead Cultivator at Verde Natural and a Budtender at Grass Station. She also worked closely with her brother, Blair, in developing the concentrates businesses for Verde and FarmaceuticalRx.

Brie specializes in hand grown cannabis cultivation in recycled (living) soil that is fed an all organic diet. She won 1st place for potency and 3rd place for terpene content at the 2017 Grow Off CO Medical and 1st place with Honey at the 2017 Rooster THC Classic - Sativa Category. Brie will be assisting with the management of the manufacturing businesses until the Company's affiliated cultivation operations are built and ready for planting.

Brie is moving to Carbondale to work for the Company.

#### IV. LICENSED PREMISES

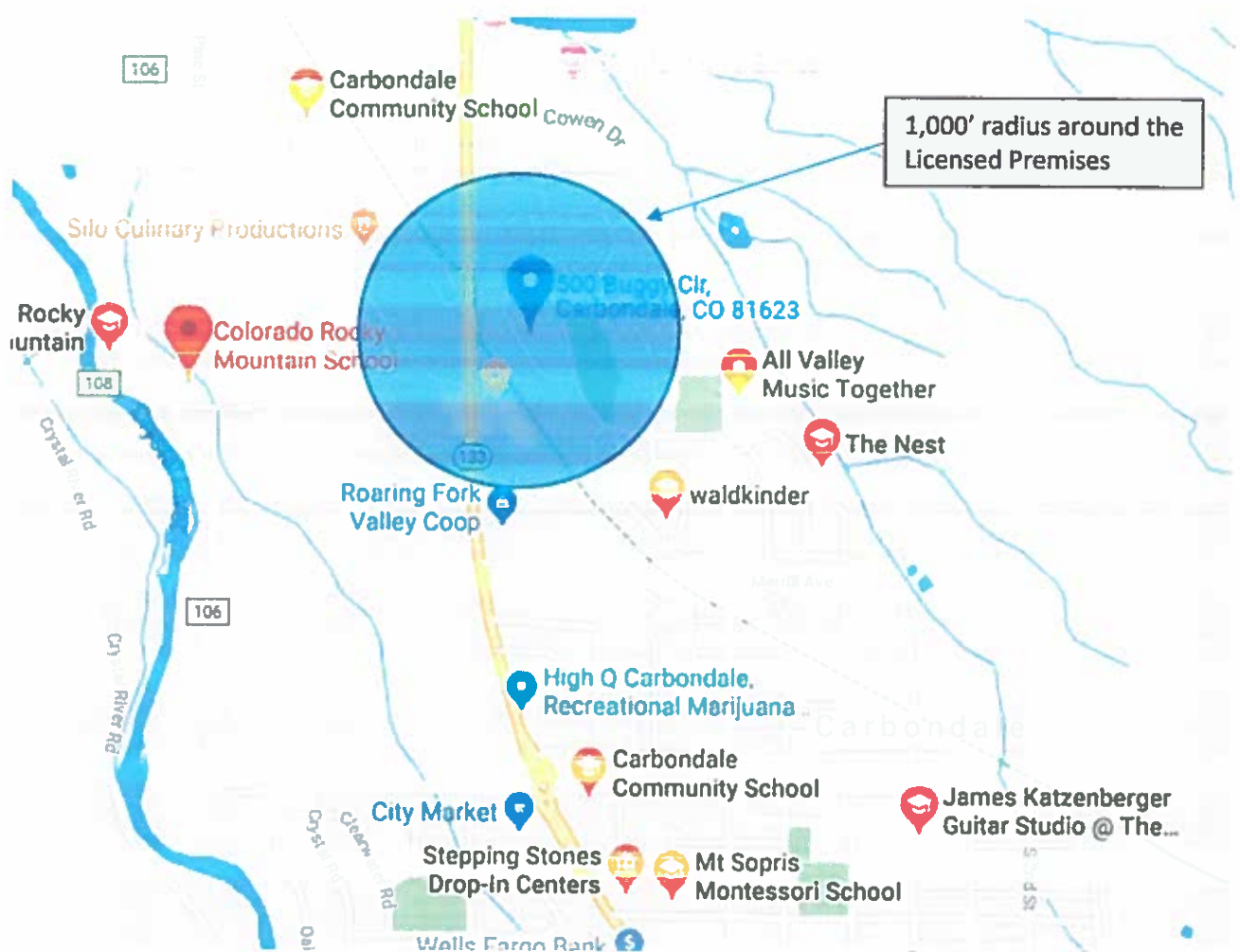
##### A. Location of the Licensed Premises

The proposed location for the use is 500 Buggy Circle, LL 3&4 and UL 2&#, Carbondale, CO 81623. This is the prior location of The Laughing Dog Group's Retail Marijuana Products Manufacturer and Medical Marijuana Products Manufacturer operations, as indicated below.



##### B. Zoning

The Licensed Premises complies with the Town of Carbondale Municipal Code (the "Town Code") and the Town of Carbondale Land Use Code. The Licensed Premises is in the Commercial Industrial ("C/I") zone district, which permits Retail Marijuana Products Manufacturer and Medical Marijuana Products Manufacturer by Special Use Permit.



Moreover, the Licensed Premises is not:

- Within five hundred (500) feet of any school or day care home existing at the time of the application, with the distance computed using a route of direct pedestrian access from the nearest property line of the land used for school or day care home purposes to the nearest portion of the building in which the Licensed Premises is proposed to be located;
- Within five hundred (500) feet of any alcohol or drug treatment facility existing at the time of the application, with the distance computed using a route of direct pedestrian access from the nearest property line of the land used for alcohol or drug treatment facility purposes to the nearest portion of the building in which the Licensed Premises is proposed to be located.

### C. Legal Possession of the Licensed Premises

On January 27, 2020, the Company executed a five-year lease for the Licensed Premises with PD Investments, LLC to operate a Retail Marijuana Products Manufacturer and Medical Marijuana Products Manufacturer. The lease commences upon receipt of approvals from the Colorado Department of Revenue, Marijuana Enforcement Division ("MED") and the Town of Carbondale for the Change of Beneficial Ownership of the Retail Marijuana Products Manufacturer and Medical Marijuana Products



#### D. Parking

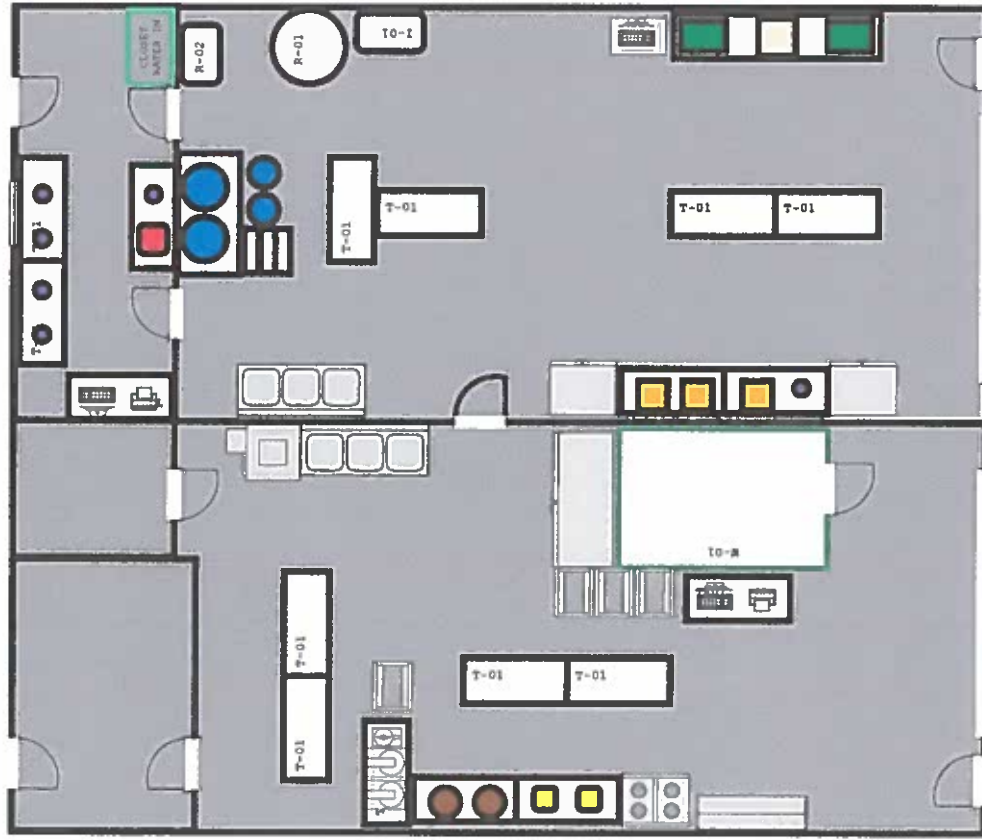
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#### **E. Licensed Premises Floorplan**

There are four units comprising the Licensed Premises, two downstairs and two upstairs. The downstairs contains approximately 1,600 square feet and will be dedicated to production, packaging, shipping, storage and administration. The upstairs contains approximately 1,600 square feet and will be dedicated to offices and non-marijuana storage. The Company intends to connect the interior spaces of the downstairs and upstairs to more fully utilized the space.

The entire Licensed Premises will be a Limited Access Area, as defined in the State Codes and limited to badged employees and escorted visitors. All employees in the Limited Access Areas will hold and properly display a current Identification Badge issued by the MED and all visitors to the Limited Access Areas will provide valid identification with proof of age over 21 years of age, will sign a visitor log and will obtain a visitor badge that will remain visible while in the Limited Access Area. All visitors will be escorted by the Company's licensed personnel at all times.

The diagrams on the following pages illustrates the proposed interior layout of the Licensed Premises.



Site:	500 Buggy Circle, IL 364	Drawing:	01222020	Project:	000001	Drawn:	Blair Franklin	Notes:		Film Manufacturing LLC 500 Buggy Circle, IL 364, IL 263 Carbondale, CO 81623
Title:	Lower Level	Scale:	3/16"=1'0"	Date:	01/26/2020	Rev:	A			

### KEY TO LOWER LEVEL LAYOUT

Number/Color	Item/Description
T-01/White Table	Stainless Steel Table
W-01	Walk In Freezer
R-01	250 gallon Water Reservoir
R-02	Reverse Osmosis Water Generator
I-01	500lb Ice Machine
Green	Pure Pressure Longs Peak Rosin Press 140psi
Tan	Across International Vacuum Oven
Orange	Harvest Right Large Pharmaceutical Freeze Dryer
Purple	Legal Trade Scale
Yellow	Hot Plate
Brown	Mixing/Cooking Pots
Red	Thompson Duke Cartridge Filler
Blue	Pure Pressure Bruteless Wash Bins

[illegible]

## **V. SECURITY PLAN**

### **A. Overview**

The Company intends to implement and maintain all security and surveillance measures as required by the Colorado Department of Revenue, Retail and Medical Marijuana Codes (the "State Codes") and the Town Code (collectively, the "Codes") as well as additional security features to ensure the safety of its employees, neighbors and the community.

The Company intends to use Veterans Hi Tech Security & Audio Video as its Alarm Installation Company to install and monitor its security and camera surveillance systems. Veterans Hi Tech Security & Audio Video provides all security and surveillance services for the High Q stores in Carbondale, Snowmass Village and Silt. In addition, Veterans Hi Tech Security & Audio Video was the security and surveillance provider to The Laughing Dog Group, LLC at the Licensed Premises. In addition, the Company's alarms will be professionally monitored by AvantGuard Monitoring Center, LLC, a professional alarm Monitoring Company, which has been operating for over 40 years.

### **B. Surveillance System**

The Company will install and maintain a comprehensive video surveillance and camera recording system. The video surveillance system will be operational 24/7 and it will be capable of recording in digital format and duplicating color video and still images that are identifiable in all lighting conditions 24 hours per day, to monitor all areas of the Licensed Premises. Security surveillance cameras will also monitor the entrances along the interior and exterior of the premises to discourage crime and to facilitate the reporting of criminal acts as well as nuisance activities.

The video surveillance equipment will consist of digital or network video recorders, cameras capable of meeting the recording requirements of the Codes, video monitors, digital archiving devices, and a color printer capable of delivering still photos. All video surveillance systems will be equipped with a failure notification system. All video surveillance equipment will have sufficient battery backup to support a minimum of four hours of recording in the event of a power outage. In the event of a power outage or loss of surveillance, the Company will notify the MED and local law enforcement.

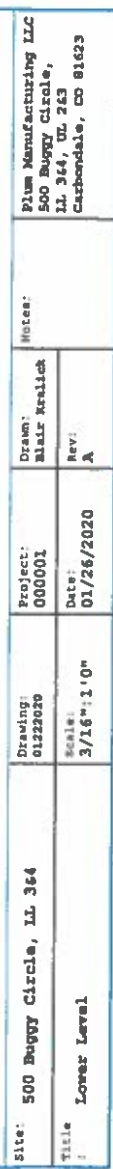
There are currently seven video surveillance cameras in the lower level of the Licensed Premises, two in the upper level and eight on the exterior (including one in the hallway by the upstairs bathrooms). The Company intends to relocate the existing video surveillance cameras, upgrade some of the cameras to high-definition cameras and add four to six additional cameras to provide more comprehensive coverage of the Licensed Premises. There will be camera coverage for all of the Limited Access Areas, security rooms, all points of ingress and egress, all areas where marijuana and marijuana products are stored, and all points of ingress and egress to the exterior of the Licensed Premises.

Camera placement shall be capable of identifying all activity occurring within 20 feet of all points of ingress and egress and shall allow for the clear and certain identification of any individual and activities on the Licensed Premises. All entrances and exits to the facility shall be recorded from both indoor and outdoor vantage points. Cameras shall also be placed at each location where weighing, packaging, processing, or tagging activities occur. The system shall be capable of recording all pre-determined surveillance areas in any lighting conditions.

Surveillance equipment and recordings will be maintained in a designated, locked room or other enclosure with limited access to authorized employees, the MED, the Town of Carbondale and law enforcement agencies for a purpose authorized by the State Codes or for any other state or local law enforcement purpose, and service personnel or contractors. The Company will maintain a current list of authorized employees and service personnel who are permitted access to the surveillance system and room and will maintain an activity log on the licensed premises to record all service activity. Security camera surveillance recordings, from all security cameras at the Licensed Premises, shall be preserved for at least 180 days, by the business, and be made immediately available law enforcement officers upon request and in a format that can be viewed and duplicated by the Carbondale Police Department.

The diagrams on the following pages illustrate the layout of the Licensed Premises with the overlay of the surveillance cameras.





Site:	500 Buggy Circle, IL 364	Drawing:	01222020	Project:	000001	Drawn:	Blair Kralchik	Notes:	Plum Manufacturing LLC 500 Buggy Circle, IL 364, W. 243 Castbendale, CO 81623
Title	Lower Level	Scale:	3/16" = 1'0"	Date:	01/26/2020	Rev:	A		

### KEY TO LOWER LEVEL LAYOUT

Number/Color	Item/Description
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Purple	Legal Trade Scale
Yellow	Hot Plate
Brown	Mixing/Cooking Pots
Red	Thompson Duke Cartridge Filler
Blue	Pure Pressure Bruteless Wash Bins



### **C. Alarm System**

The Licensed Premises currently has a security alarm system installed and continuously monitored 24/7 by a commercial alarm company. Each employee will be issued a personal security code to arm and disarm the alarm system and that can be disabled in the event the employee leaves the Company's employ. All points of ingress and egress to the building have commercial locks. All windows and doors will have contact alarms and sensors. The Licensed Premises has motion sensors and the Company will place silent alarm panic buttons throughout the facility and establish a response protocol with the Carbondale Police Department.

The Company will make available to the MED, the Town of Carbondale and local law enforcement all information related to its security alarm system, monitoring and alarm activity. The Company will maintain up-to-date records with the alarm monitoring company and the Town of Carbondale indicating the emergency contacts and protocols as well as up-to-date records and contracts on the Licensed Premises that indicate the schematic of the security and surveillance system and the names and contacts for the alarm and monitoring companies.

The alarm company will provide notifications in the event of a security alarm, fire alarm or power outage. The system will also be monitored and controlled through [www.alarm.com](http://www.alarm.com) and the mobile application, which provides real time alerts in the event of an alarm or power outage.

### **D. Lighting Plan**

The landlord of the Licensed Premises will maintain the outdoor lighting to ensure the safety of the Company's employees, visitors and the public and in conformance with the Town Code. All lighting will be designed to minimize any impact on neighboring properties. All entrances and exits to the Licensed Premises shall be adequately lighted to ensure the safety of persons and the security of the building.

### **E. Locking Safes**

The Company will also install and use locking commercial safes for storage of all marijuana, marijuana products and/or monies on the licensed premises during non-business hours in conformance with the Town Code and the Company's insurance policies.

### **F. Locking Doors**

All exterior doors will remain locked at all times. In addition, in conformance with the Codes, the Company will post signs on all doors indicating that the Licensed Premises is a Limited Access Area, only accessible to persons licensed with the MED. The Company will install exit signs and door locks that ensure safe emergency egress.

### **G. Inspection and Monitoring**

During all business hours, and other times of apparent activity, the Company shall permit inspection by the Town of Carbondale, Carbondale Police and Fire Department or their authorized representatives as well as the MED for the purpose of investigating the Company and its compliance with all applicable state and local laws and regulations. Such inspection may include, but need not be limited to, the inspection of books, accounts, records, inventory, security measures, and video surveillance

recordings. Where any part of the Licensed Premises consists of a locked or inaccessible area, such area shall be made available for inspection, without delay, upon request.

## **VI. OPERATING PLAN**

### **A. Products, Extraction Method and Manufacturing Process**

The Company intends to manufacture Medical Marijuana Concentrates, Medical Marijuana Products, Retail Marijuana Concentrates and Retail Marijuana Products. The Company intends to utilize a solvent-less extraction method to convert marijuana plant material into marijuana concentrates and marijuana edible products.

#### ***Extraction Method***

The Company intends to purchase marijuana whole plant that is fresh frozen from cultivators throughout the State that employ organic cultivation practices. It will then use water and ice that are purified by reverse osmosis to extract the hash oil. The Company will not utilize chemicals or solvents for this process. It will hand “wash” the fresh frozen plant material in large ice water baths. The material is agitated in the bath for an extended period of time and then the water from the bath is then collected. During the collection process, the bath water will be filtered through different micron sized filtration bags, which are used to collect the heads of the trichomes from the material. Different micron sized filtration bags are utilized to produce varying grads of materials post filtration. The different grades are collected, separated and placed into a freeze dryer to dry out the remaining water and produce the hash. Once the hash is dry, it is utilized to make different products.

#### ***Products***

The specific products to be manufactured by the Company, include but are not limited to:

- **Bubble Hash.** High grade, full melt cannabis bubble hash. This is a cannabis resin concentrate that is obtained by ice and water extraction or dry sieve processing.
- **Live Rosin.** High grade cannabis resin concentrate that is obtained by placing bubble hash into a rosin press, which uses low heat and pressure to form the desired product consistency.
- **Live Rosin Vaporizer Cartridges.** Vaporizer cartridges made from the high grade live resin.
- **Rosin-Infused Gummies.** Edible products made from the high grade live resin.

#### ***Utility Requirements***

The Licensed Premises has sufficient utilities to support the manufacturing processes of the Company.

#### ***Ventilation and Odor Mitigation Plan***

The Licensed Premises is equipped with a HVAC and air filtration system to mitigate any potential odors from emanating to the outside of the Licensed Premises. The system currently installed limits exhaust air and filters any air prior to exhaust to minimize odors.

### ***Water Availability and Disposal***

Waste-water is cleaned and filtered during the process of extraction, so it can be safely disposed of through a sink into the sewer.

### ***Marijuana Waste Disposal Plan***

The Company will store and dispose of any marijuana waste in conformance with the Codes. All marijuana waste will be made unusable and unrecognizable prior to leaving the licensed premises and will be accounted for in the Colorado Inventory Tracking System. The Company intends to compost the marijuana waste.

### ***Materials Safety Data Sheets***

The Company intends to use isopropyl alcohol in its extraction and manufacturing processes. Attached is a copy of the MSDS for isopropyl alcohol.

#### **B. Hours of Operation**

The proposed hours of operation are Sunday through Saturday seven o'clock in the morning until nine o'clock in the evening, Mountain time.

#### **C. Exterior Signs**

There will be no exterior signs on the Licensed Premises except for those indicating that the facility is a Limited Access Area as required by the Codes.

#### **D. Employees**

In addition to Blair and Brie Kralick, the Company intends to hire a Lab Manager, a Compliance and Ordering Manager, a Sales Manager and ten production and packaging staff.

#### **E. Vendors**

The Company will only purchase from licensed Medical Marijuana Cultivators and Retail Marijuana Cultivators that employ organic cultivation practices. The management of the Company has extensive relationships with cultivators throughout the State. In addition, an affiliate of the Company is in discussions to build a Medical and Retail Marijuana Cultivation facility in Parachute, CO, which will supply plant material to the Company.

#### **F. Packaging and Labeling**

All Medical and Retail Marijuana Concentrates and Products will be packaged and labeled in conformance with the State Codes.

#### **G. Product Transport**

All Medical and Retail Marijuana Concentrates and Products will be transported by licensed employees of the Company or licensed Medical and Retail Marijuana Transporters.



#### **H. No On-Premise Consumption**

In conformance with the Codes, there will be no consumption of marijuana or marijuana products on the Licensed Premises.

##### **I. Insurance**

The Company will maintain comprehensive general liability insurance and workers' compensation insurance in conformance with all applicable laws and regulations. The Company's insurance broker is Green Point Insurance, which has provided all the policies for the High Q stores in Carbondale, Snowmass Village and Silt.

##### **J. Health and Safety**

Employees of the Company will be required to adhere to strict health and safety guidelines to ensure that no products are contaminated. Employees will not be permitted to work with infections or open wounds. There will be sinks available for hand washing and sanitizing cleaners on premises for cleaning. Cleaning will be performed on a daily basis. In addition, in the event of a robbery, employees will be directed to only take actions that are necessary to ensure their safety.

## VII. PUBLIC NOTICE

In compliance with the Town Code, the Company will post a notice that was approved by Town Staff in a conspicuous location on the Licensed Premises that includes the date, time, location and purpose of the public hearing and the name of the decision-making body conducting the hearing and will mail notice of the public hearing by first-class mail to all property owners located wholly or in part within three hundred feet (300') of the Licensed Premises at least 15 days prior to the public hearing. The following is the list of property owners to which the Company will mail the notice. The list of property owners was secured from the Garfield County Tax Assessor.

Owner	Mailing Address
1101 VILLAGE ROAD, LLC	0326 HWY 133, STE 140 CARBONDALE, CO 81623
1101 VILLAGE UL-4B LLC	875 VISTA HI DRIVE CARBONDALE, CO 81623
1121 VILLAGE ROAD LLC	1121 VILLAGE ROAD #A CARBONDALE, CO 81623
615 BUGGY CIRCLE LLC	20155 NE 38 COURT, SUITE 201 MIAMI, FL 33180
714 BUGGY CIRCLE LLC	8626 COUNTY ROAD 301 PARACHUTE, CO 81635
ANDEL, KARIE E	130 ADELE CREEK CARBONDALE, CO 81623
ASPEN BUILT HOMES INC	PO BOX 3551 BASALT, CO 81621
BANUELOS, GERMAN	PO BOX 2165 EAGLE, CO 81631
BARR 2001 REVOCABLE TRUST	149 MEADOW COURT CARBONDALE, CO 81623
BERNSTEIN, ANNA L TRUST	0101 CHAPARRAL CIRCLE GLENWOOD SPRINGS, CO 81601
BUGGY HOLDINGS, LLC	232 WOODS ROAD ASPEN, CO 81611
BURKETT, DONNA M	1170 COUNTY ROAD 113 CARBONDALE, CO 81623
CARBONDALE MEDICAL INVESTORS, LLC	3001 KEITH STREET CLEVELAND, TN 37312
CARBONDALE, TOWN OF	511 COLORADO AVENUE CARBONDALE, CO 81623-2067
CRAWFORD DESIGN BUILD LLC	PO BOX 1236 CARBONDALE, CO 81623
D & F LLC	1101 VILLAGE ROAD UL 1-D CARBONDALE, CO 81623
DAISY MAE, LLC	818 LAKESIDE DRIVE CARBONDALE, CO 81623
DORAIS, WILLIAM J	PO BOX 391 CARBONDALE, CO 81623-0391
DOUBLE D PROPERTY MANAGEMENT, INC	415 ELK CIRCLE BASALT, CO 81621
EMS ENTERPRISES LLC	248 BASALT MOUNTAIN DRIVE CARBONDALE, CO 81623
ERICKSON, KAY & FORSTER, ROBERT	695 SURREY ROAD CARBONDALE, CO 81623
FEDER, KIMBERLY G	211 UTE TRAIL CARBONDALE, CO 81623
FIVE ELEMENTS LLC	PO BOX 604 CARBONDALE, CO 81623
FMS LLC	2000 BEAR RIDGE ROAD BASALT, CO 81621
HOLMES, ROBERT	1101 VILLAGE ROAD BUILDING UL1C CARBONDALE, CO 81623
HURD, WILLIAM & NANCY LAJOY	PO BOX 790221 PAIA, HI 96779
INTEGRATION LLC	PO BOX 1765 CARBONDALE, CO 81623
JERKUNICA, ANTHONY & ALEXANDRA	0262 S BILL CREEK ROAD CARBONDALE, CO 81623
LA FONTANA PLAZA, LLC	800 H ST SALIDA, CO 81201
METZGER, CYNTHIA J	604 W HARVARD DRIVE GLENWOOD SPRINGS, CO 81601



January 24, 2020

Town of Carbondale  
511 Colorado Ave.  
Carbondale, CO 81623

To Whom It May Concern:

Plum Manufacturing LLC ("Plum" or the "Company"), an affiliate of High Q, is hereby requesting your review of our application for a Special Use Permit to operate a Retail Marijuana Products Manufacturer and Medical Marijuana Products Manufacturer in the Town of Carbondale. The proposed location for the use is 500 Buggy Circle, LL 3&4 and UL 2&#, Carbondale, CO 81623. This is the prior location of The Laughing Dog Group's Retail Marijuana Products Manufacturer and Medical Marijuana Products Manufacturer operations.

Sincerely,

A handwritten signature in blue ink, appearing to read "RSG", written over the word "Sincerely,".

Renée S. Grossman  
Manager  
Plum Manufacturing LLC

# Isopropyl Alcohol (2-Propanol)

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Date of issue: 11/14/2013

Revision date: 01/23/2020

Supersedes: 01/26/2018

Version: 1.3

### SECTION 1: Identification

#### 1.1. Identification

Product form : Substance  
Substance name : Isopropyl Alcohol (2-Propanol)  
CAS-No. : 67-63-0  
Product code : LC15750  
Formula : C3H8O  
Synonyms : 1-methylethanol / 1-methylethyl alcohol / 2-hydroxypropane / dimethyl carbinol / ethyl carbinol / hydroxypropane / IPA / i-propanol / isoethylcarbinol / propan-2-ol / sec-propanol

#### 1.2. Recommended use and restrictions on use

Use of the substance/mixture : Disinfectant  
Solvent  
Recommended use : Laboratory chemicals  
Restrictions on use : Not for food, drug or household use

#### 1.3. Supplier

LabChem, Inc.  
Jackson's Pointe Commerce Park Building 1000, 1010 Jackson's Pointe Court  
Zellenople, PA 16063 - USA  
T 412-826-5230 - F 724-473-0647  
[info@labchem.com](mailto:info@labchem.com) - [www.labchem.com](http://www.labchem.com)

#### 1.4. Emergency telephone number

Emergency number : CHEMTREC: 1-800-424-9300 or +1-703-741-5970

### SECTION 2: Hazard(s) identification

#### 2.1. Classification of the substance or mixture

##### GHS US classification

Flammable liquids Category 2 H225 Highly flammable liquid and vapour  
Serious eye damage/eye irritation Category 2A H319 Causes serious eye irritation  
Specific target organ toxicity (single exposure) Category 3 H335 May cause respiratory irritation  
Full text of H statements : see section 16

#### 2.2. GHS Label elements, including precautionary statements

##### GHS US labeling

Hazard pictograms (GHS US) :



Signal word (GHS US) :

Danger

Hazard statements (GHS US) :

H225 - Highly flammable liquid and vapour  
H319 - Causes serious eye irritation  
H335 - May cause respiratory irritation

Precautionary statements (GHS US) :

P210 - Keep away from heat, hot surfaces, open flames, sparks. - No smoking.  
P233 - Keep container tightly closed.  
P240 - Ground/bond container and receiving equipment.  
P241 - Use explosion-proof electrical, lighting, ventilating equipment.  
P242 - Use only non-sparking tools.  
P243 - Take precautionary measures against static discharge.  
P261 - Avoid breathing mist, vapors, spray.  
P264 - Wash exposed skin thoroughly after handling.  
P271 - Use only outdoors or in a well-ventilated area.  
P280 - Wear eye protection, face protection, protective clothing, protective gloves.  
P303+P361+P353 - IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.  
P304+P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing.  
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

# Isopropyl Alcohol (2-Propanol)

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P312 - Call a POISON CENTER or doctor/physician if you feel unwell.  
P337+P313 - If eye irritation persists: Get medical advice/attention.  
P370+P378 - In case of fire: Use dry chemical powder, alcohol-resistant foam, carbon dioxide (CO2) to extinguish.  
P403+P233 - Store in a well-ventilated place. Keep container tightly closed.  
P403+P235 - Store in a well-ventilated place. Keep cool.  
P405 - Store locked up.  
P501 - Dispose of contents/container to comply with local, state and federal regulations.

### 2.3. Other hazards which do not result in classification

Other hazards not contributing to the classification : None.

### 2.4. Unknown acute toxicity (GHS US)

Not applicable

## SECTION 3: Composition/Information on ingredients

### 3.1. Substances

Substance type : Mono-constituent

Name	Product Identifier	%	GHS US classification
Isopropyl Alcohol (2-Propanol) (Main constituent)	(CAS-No.) 67-63-0	100	Flam. Liq. 2, H225 Eye Irrit. 2A, H319 STOT SE 3, H335

Full text of hazard classes and H-statements : see section 16

### 3.2. Mixtures

Not applicable

## SECTION 4: First-aid measures

### 4.1. Description of first aid measures

First-aid measures general : Check the vital functions. Unconscious: maintain adequate airway and respiration. Respiratory arrest: artificial respiration or oxygen. Cardiac arrest: perform resuscitation. Victim conscious with labored breathing: half-seated. Victim in shock: on his back with legs slightly raised. Vomiting: prevent asphyxia/aspiration pneumonia. Prevent cooling by covering the victim (no warming up). Keep watching the victim. Give psychological aid. Keep the victim calm, avoid physical strain. Depending on the victim's condition: doctor/hospital. Never give alcohol to drink.

First-aid measures after inhalation : Remove the victim into fresh air. Respiratory problems: consult a doctor/medical service.

First-aid measures after skin contact : Rinse with water. Do not apply (chemical) neutralizing agents without medical advice. Soap may be used. Take victim to a doctor if irritation persists.

First-aid measures after eye contact : Rinse immediately with plenty of water. Remove contact lenses, if present and easy to do. Continue rinsing. Do not apply (chemical) neutralizing agents without medical advice. Take victim to an ophthalmologist if irritation persists.

First-aid measures after ingestion : Rinse mouth with water. Do not apply (chemical) neutralizing agents without medical advice. Immediately after ingestion: give lots of water to drink. Do not induce vomiting. Call Poison Information Centre ([www.big.be/antigif.htm](http://www.big.be/antigif.htm)). Consult a doctor/medical service if you feel unwell. Ingestion of large quantities: immediately to hospital. Take the container/vomit to the doctor/hospital.

### 4.2. Most important symptoms and effects (acute and delayed)

Potential Adverse human health effects and symptoms : Non-toxic if swallowed (LD50 oral, rat > 5000 mg/kg). Not irritant to skin. Non-toxic in contact with skin (LD50 skin > 5000 mg/kg). May cause drowsiness or dizziness. Causes serious eye irritation.

Symptoms/effects after inhalation : EXPOSURE TO HIGH CONCENTRATIONS: Coughing. Dry/sore throat. Central nervous system depression. Dizziness. Headache. Narcosis.

Symptoms/effects after skin contact : Dry skin.

Symptoms/effects after eye contact : Irritation of the eye tissue. Redness of the eye tissue.

Symptoms/effects after ingestion : AFTER ABSORPTION OF LARGE QUANTITIES: Central nervous system depression. Headache. Dilation of the blood vessels. Low arterial pressure. Nausea. Vomiting. Abdominal pain. Disturbed motor response. Disturbances of consciousness. FOLLOWING SYMPTOMS MAY APPEAR LATER: Body temperature fall. Slowing respiration.

Chronic symptoms : Red skin. Dry skin. Itching. Cracking of the skin. Skin rash/inflammation. Impaired memory.

### 4.3. Immediate medical attention and special treatment, if necessary

No additional information available

# Isopropyl Alcohol (2-Propanol)

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### SECTION 5: Fire-fighting measures

#### 5.1. Suitable (and unsuitable) extinguishing media

- Suitable extinguishing media : Quick-acting ABC powder extinguisher. Quick-acting BC powder extinguisher. Quick-acting class B foam extinguisher. Quick-acting CO2 extinguisher. Class B foam (alcohol-resistant). Water spray if puddle cannot expand.
- Unsuitable extinguishing media : Water (quick-acting extinguisher, reel); risk of puddle expansion. Water; risk of puddle expansion.

#### 5.2. Specific hazards arising from the chemical

- Fire hazard : DIRECT FIRE HAZARD. Highly flammable liquid and vapour. Gas/vapor flammable with air within explosion limits. INDIRECT FIRE HAZARD. May be ignited by sparks. Gas/vapor spreads at floor level: ignition hazard.
- Explosion hazard : DIRECT EXPLOSION HAZARD. Gas/vapour explosive with air within explosion limits. INDIRECT EXPLOSION HAZARD. may be ignited by sparks. Reactions with explosion hazards: see "Reactivity Hazard".

#### 5.3. Special protective equipment and precautions for fire-fighters

- Firefighting instructions : Cool tanks/drums with water spray/remove them into safety. Do not move the load if exposed to heat.
- Protection during firefighting : Heat/fire exposure: compressed air/oxygen apparatus.

### SECTION 6: Accidental release measures

#### 6.1. Personal precautions, protective equipment and emergency procedures

- General measures : Clean up any spills as soon as possible, using an absorbent material to collect it.

##### 6.1.1. For non-emergency personnel

- Protective equipment : Gloves. Protective goggles. Protective clothing. Large spills/in enclosed spaces: compressed air apparatus.
- Emergency procedures : Keep upwind. Mark the danger area. Consider evacuation. Seal off low-lying areas. Close doors and windows of adjacent premises. Stop engines and no smoking. No naked flames or sparks. Spark- and explosion-proof appliances and lighting equipment. Keep containers closed. Wash contaminated clothes.

##### 6.1.2. For emergency responders

- Protective equipment : Equip cleanup crew with proper protection. Do not breathe gas, fumes, vapor or spray.
- Emergency procedures : Stop leak if safe to do so. Ventilate area. If a major spill occurs, all personnel should be immediately evacuated and the area ventilated.

#### 6.2. Environmental precautions

Prevent spreading in sewers.

#### 6.3. Methods and material for containment and cleaning up

- For containment : Contain released substance, pump into suitable containers. Plug the leak, cut off the supply. Dam up the liquid spill. Try to reduce evaporation. Measure the concentration of the explosive gas-air mixture. Dilute/disperse combustible gas/vapour with water curtain. Provide equipment/receptacles with earthing. Do not use compressed air for pumping over spills.
- Methods for cleaning up : Take up liquid spill into absorbent material, e.g.: dry sand/earth/vermiculite or powdered limestone. Scoop absorbed substance into closing containers. Damaged/cooled tanks must be emptied. Do not use compressed air for pumping over spills. Carefully collect the spill/leftovers. Clean contaminated surfaces with an excess of water. Take collected spill to manufacturer/competent authority. Wash clothing and equipment after handling.

#### 6.4. Reference to other sections

For further information refer to section 8: "Exposure controls/personal protection".

### SECTION 7: Handling and storage

#### 7.1. Precautions for safe handling

- Additional hazards when processed : May form explosive peroxides.
- Precautions for safe handling : Use spark-/explosionproof appliances and lighting system. Take precautions against electrostatic charges. Keep away from naked flames/heat. Keep away from ignition sources/sparks. Measure the concentration in the air regularly. Work under local exhaust/ventilation. Comply with the legal requirements. Remove contaminated clothing immediately. Clean contaminated clothing. Handle uncleaned empty containers as full ones. Thoroughly clean/dry the installation before use. Do not discharge the waste into the drain. Do not use compressed air for pumping over. Keep container tightly closed.

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Hygiene measures	: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Wash contaminated clothing before reuse.
<b>7.2. Conditions for safe storage, including any incompatibilities</b>	
Incompatible products	: Ammonia, Strong acids, Strong oxidizers.
Incompatible materials	: Direct sunlight, Heat sources, Sources of ignition.
Heat-ignition	: KEEP SUBSTANCE AWAY FROM: heat sources, ignition sources.
Prohibitions on mixed storage	: KEEP SUBSTANCE AWAY FROM: oxidizing agents, strong acids, (strong) bases, amines, halogens.
Storage area	: Store in a cool area. Store in a dry area. Ventilation at floor level. Fireproof storeroom. Provide for an automatic sprinkler system. Provide for a tub to collect spills. Provide the tank with earthing. May be stored under nitrogen. Meet the legal requirements.
Special rules on packaging	: SPECIAL REQUIREMENTS: closing, with pressure relief valve, dry, clean, correctly labelled, meet the legal requirements. Secure fragile packagings in solid containers.
Packaging materials	: SUITABLE MATERIAL: stainless steel, monel steel, carbon steel, copper, nickel, bronze, glass, Teflon, polyethylene, polypropylene, zinc. MATERIAL TO AVOID: steel with rubber inner lining, aluminium.

## SECTION 8: Exposure controls/personal protection

### 8.1. Control parameters

Isopropyl Alcohol (2-Propanol) (67-63-0)		
ACGIH	ACGIH TWA (ppm)	200 ppm
ACGIH	ACGIH STEL (ppm)	400 ppm
NIOSH	NIOSH REL (TWA) (mg/m³)	980 mg/m³
NIOSH	NIOSH REL (TWA) (ppm)	400 ppm
NIOSH	NIOSH REL (STEL) (mg/m³)	1225 mg/m³
NIOSH	NIOSH REL (STEL) (ppm)	500 ppm

### 8.2. Appropriate engineering controls

Appropriate engineering controls : Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Provide adequate general and local exhaust ventilation.

### 8.3. Individual protection measures/Personal protective equipment

#### Personal protective equipment:

Safety glasses, Gloves, Protective clothing, Face shield, High gas/vapor concentration: gas mask with filter type A.

#### Materials for protective clothing:

GIVE EXCELLENT RESISTANCE: butyl rubber, nitrile rubber, viton, polyethylene/ethylenevinylalcohol. GIVE GOOD RESISTANCE: neoprene, chloroprene rubber. GIVE LESS RESISTANCE: PVC, neoprene/natural rubber. GIVE POOR RESISTANCE: natural rubber, polyethylene, PVA

#### Hand protection:

Protective gloves against chemicals (EN 374)

#### Eye protection:

Safety glasses

#### Skin and body protection:

Protective clothing

#### Respiratory protection:

Full face mask with filter type A at conc. in air > exposure limit

#### Personal protective equipment symbol(s):





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### SECTION 9: Physical and chemical properties

#### 9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Appearance	: Liquid.
Color	: Colourless
Odor	: Alcohol odour Stuffy odour Mild odour
Odor threshold	: No data available
pH	: Not applicable
Melting point	: -89 °C
Freezing point	: No data available
Boiling point	: 82 °C (1013 hPa)
Critical temperature	: 235 °C
Critical pressure	: 47600 hPa
Flash point	: 12 °C
Relative evaporation rate (butyl acetate=1)	: 2.3
Relative evaporation rate (ether=1)	: 21
Flammability (solid, gas)	: No data available
Vapor pressure	: 44 hPa (20 °C)
Vapor pressure at 50 °C	: 229 hPa
Relative vapor density at 20 °C	: 2.1
Relative density	: 0.8 (20 °C)
Relative density of saturated gas/air mixture	: 1.05
Specific gravity / density	: 785 kg/m <sup>3</sup>
Molecular mass	: 60.1 g/mol
Solubility	: Miscible with water. Soluble in ethanol. Soluble in ether. Soluble in acetone. Soluble in oils/fats. Soluble in chloroform. Water: miscible Ethanol: complete Ether: complete Acetone: soluble
Log Pow	: 0.05 (Weight of evidence approach, 25 °C)
Auto-ignition temperature	: 399 °C
Decomposition temperature	: No data available
Viscosity, kinematic	: 2.532 mm <sup>2</sup> /s (25 °C)
Viscosity, dynamic	: 2.1 mPa·s (25 °C)
Explosion limits	: 2 – 13 vol % Lower explosive limit (LEL): 2 vol % Upper explosive limit (UEL): 13 vol %
Explosive properties	: No data available
Oxidizing properties	: No data available

#### 9.2. Other information

Minimum ignition energy	: 0.65 mJ
Specific conductivity	: 350000000 pS/m (25 °C)
Saturation concentration	: 106 g/m <sup>3</sup>
VOC content	: 100 %
Other properties	: Gas/vapour heavier than air at 20°C. Clear. Volatile.

### SECTION 10: Stability and reactivity

#### 10.1. Reactivity

Violent to explosive reaction with (strong) oxidizers. Prolonged storage/in large quantities: may form peroxides.

#### 10.2. Chemical stability

Stable under normal conditions.

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### 10.3. Possibility of hazardous reactions

May react violently with oxidants.

### 10.4. Conditions to avoid

Direct sunlight. High temperature. Incompatible materials. Open flame. Sparks.

### 10.5. Incompatible materials

Ammonia. Strong acids. Strong oxidizers.

### 10.6. Hazardous decomposition products

Carbon dioxide. Carbon monoxide.

## SECTION 11: Toxicological information

### 11.1. Information on toxicological effects

Acute toxicity (oral) : Not classified

Acute toxicity (dermal) : Not classified

Acute toxicity (inhalation) : Not classified

Isopropyl Alcohol (2-Propanol) (67-63-0)	
LD50 oral rat	5840 mg/kg body weight (Equivalent or similar to OECD 401, Rat, Experimental value, Oral, 14 day(s))
LD50 dermal rabbit	16400 mg/kg body weight (Equivalent or similar to OECD 402, 24 h, Rabbit, Experimental value, Dermal, 14 day(s))
LC50 inhalation rat (ppm)	> 10000 ppm (Equivalent or similar to OECD 403, 6 h, Rat, Male / female, Experimental value, Inhalation (vapours), 14 day(s))
ATE US (oral)	5840 mg/kg body weight
ATE US (dermal)	16400 mg/kg body weight

Skin corrosion/irritation : Not classified

pH: Not applicable

Serious eye damage/irritation : Causes serious eye irritation.

pH: Not applicable

Respiratory or skin sensitization : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Not classified

Reproductive toxicity : Not classified

STOT-single exposure : May cause respiratory irritation.

STOT-repeated exposure : Not classified

Aspiration hazard : Not classified

Viscosity, kinematic : 2.532 mm<sup>2</sup>/s (25 °C)

Likely routes of exposure : Inhalation. Skin and eye contact.

Potential Adverse human health effects and symptoms : Non-toxic if swallowed (LD50 oral, rat > 5000 mg/kg). Not irritant to skin. Non-toxic in contact with skin (LD50 skin > 5000 mg/kg). May cause drowsiness or dizziness. Causes serious eye irritation.

Symptoms/effects after inhalation : EXPOSURE TO HIGH CONCENTRATIONS: Coughing. Dry/sore throat. Central nervous system depression. Dizziness. Headache. Narcosis.

Symptoms/effects after skin contact : Dry skin.

Symptoms/effects after eye contact : Irritation of the eye tissue. Redness of the eye tissue.

Symptoms/effects after ingestion : AFTER ABSORPTION OF LARGE QUANTITIES: Central nervous system depression. Headache. Dilation of the blood vessels. Low arterial pressure. Nausea. Vomiting. Abdominal pain. Disturbed motor response. Disturbances of consciousness. FOLLOWING SYMPTOMS MAY APPEAR LATER: Body temperature fall. Slowing respiration.

Chronic symptoms : Red skin. Dry skin. Itching. Cracking of the skin. Skin rash/inflammation. Impaired memory.

## SECTION 12: Ecological information

### 12.1. Toxicity

Ecology - general : Not classified as dangerous for the environment according to the criteria of Regulation (EC) No 1272/2008.

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Ecology - air	: Not included in the list of substances which may contribute to the greenhouse effect (IPCC). Not included in the list of fluorinated greenhouse gases (Regulation (EU) No 517/2014). Photooxidation in the air. Not classified as dangerous for the ozone layer (Regulation (EC) No 1005/2009).
Ecology - water	: Not harmful to crustacea. Not harmful to fishes. Groundwater pollutant. Inhibition of activated sludge. Not harmful to algae. Not harmful to bacteria.

Isopropyl Alcohol (2-Propanol) (67-63-0)	
LC50 fish 1	9640 – 10000 mg/l (Equivalent or similar to OECD 203, 96 h, Pimephales promelas, Flow-through system, Fresh water, Experimental value, Lethal)

### 12.2. Persistence and degradability

Isopropyl Alcohol (2-Propanol) (67-63-0)	
Persistence and degradability	Biodegradable in the soil. Biodegradable in the soil under anaerobic conditions. Readily biodegradable in water.
Biochemical oxygen demand (BOD)	1.19 g O <sub>2</sub> /g substance
Chemical oxygen demand (COD)	2.23 g O <sub>2</sub> /g substance
ThOD	2.4 g O <sub>2</sub> /g substance

### 12.3. Bioaccumulative potential

Isopropyl Alcohol (2-Propanol) (67-63-0)	
Log Pow	0.05 (Weight of evidence approach, 25 °C)
Bioaccumulative potential	Low potential for bioaccumulation (Log Kow < 4).

### 12.4. Mobility in soil

Isopropyl Alcohol (2-Propanol) (67-63-0)	
Surface tension	0.021 N/m (25 °C)
Log Koc	0.185 – 0.541 (log Koc, SRC PCKOCWIN v2.0, Calculated value)
Ecology - soil	Highly mobile in soil.

### 12.5. Other adverse effects

No additional information available

## SECTION 13: Disposal considerations

### 13.1. Disposal methods

Waste disposal recommendations	: Do not discharge into drains or the environment. Remove waste in accordance with local and/or national regulations. Hazardous waste shall not be mixed together with other waste. Different types of hazardous waste shall not be mixed together if this may entail a risk of pollution or create problems for the further management of the waste. Hazardous waste shall be managed responsibly. All entities that store, transport or handle hazardous waste shall take the necessary measures to prevent risks of pollution or damage to people or animals. Recycle by distillation. Incinerate under surveillance with energy recovery. Obtain the consent of pollution control authorities before discharging to wastewater treatment plants.
Additional information	: Hazardous waste according to Directive 2008/98/EC, as amended by Regulation (EU) No 1357/2014 and Regulation (EU) No 2017/997.

## SECTION 14: Transport information

### Department of Transportation (DOT)

In accordance with DOT

Transport document description	: UN1219 Isopropyl alcohol, 3, II
UN-No. (DOT)	: UN1219
Proper Shipping Name (DOT)	: Isopropyl alcohol
Transport hazard class(es) (DOT)	: 3 - Class 3 - Flammable and combustible liquid 49 CFR 173.120
Packing group (DOT)	: II - Medium Danger

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Hazard labels (DOT) : 3 - Flammable liquid



DOT Packaging Non Bulk (49 CFR 173.xxx) : 202

DOT Packaging Bulk (49 CFR 173.xxx) : 242

DOT Special Provisions (49 CFR 172.102) : IB2 - Authorized IBCs: Metal (31A, 31B and 31N); Rigid plastics (31H1 and 31H2); Composite (31H21). Additional Requirement: Only liquids with a vapor pressure less than or equal to 110 kPa at 50 C (1.1 bar at 122 F), or 130 kPa at 55 C (1.3 bar at 131 F) are authorized.  
T4 - 2.65 178.274(d)(2) Normal..... 178 275(d)(3)  
TP1 - The maximum degree of filling must not exceed the degree of filling determined by the following: Degree of filling =  $97 / 1 + a (tr - tf)$  Where: tr is the maximum mean bulk temperature during transport, and tf is the temperature in degrees celsius of the liquid during filling.

DOT Packaging Exceptions (49 CFR 173.xxx) : 4b;150

DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27) : 5 L

DOT Quantity Limitations Cargo aircraft only (49 CFR 175.75) : 60 L

DOT Vessel Stowage Location : B - (i) The material may be stowed "on deck" or "under deck" on a cargo vessel and on a passenger vessel carrying a number of passengers limited to not more than the larger of 25 passengers, or one passenger per each 3 m of overall vessel length; and (ii) "On deck only" on passenger vessels in which the number of passengers specified in paragraph (k)(2)(i) of this section is exceeded.

Other information : No supplementary information available.

### Transportation of Dangerous Goods

Transport document description : UN1219 ISOPROPANOL, 3, II

UN-No. (TDG) : UN1219

Proper Shipping Name (Transportation of Dangerous Goods) : ISOPROPANOL

TDG Primary Hazard Classes : 3 - Class 3 - Flammable Liquids

Packing group : II - Medium Danger

Explosive Limit and Limited Quantity Index : 1 L

Passenger Carrying Road Vehicle or Passenger Carrying Railway Vehicle Index : 5 L

### Transport by sea

Transport document description (IMDG) : UN 1219 Isopropyl alcohol, 3, II

UN-No. (IMDG) : 1219

Proper Shipping Name (IMDG) : Isopropyl alcohol

Class (IMDG) : 3 - Flammable liquids

Packing group (IMDG) : II - substances presenting medium danger

EmS-No. (1) : F-E

EmS-No. (2) : S-D

### Air transport

Transport document description (IATA) : UN 1219 Isopropyl alcohol, 3, II

UN-No. (IATA) : 1219

Proper Shipping Name (IATA) : Isopropyl alcohol

Class (IATA) : 3 - Flammable Liquids

Packing group (IATA) : II - Medium Danger

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### SECTION 15: Regulatory information

#### 15.1. US Federal regulations

##### Isopropyl Alcohol (2-Propanol) (67-63-0)

Listed on the United States TSCA (Toxic Substances Control Act) inventory  
Subject to reporting requirements of United States SARA Section 313

SARA Section 311/312 Hazard Classes

Physical hazard - Flammable (gases, aerosols, liquids, or solids)  
Health hazard - Serious eye damage or eye irritation  
Health hazard - Specific target organ toxicity (single or repeated exposure)

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory

Chemical(s) subject to the reporting requirements of Section 313 or Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986 and 40 CFR Part 372.

Isopropyl Alcohol (2-Propanol)	CAS-No. 67-63-0	100%
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#### 15.2. International regulations

##### CANADA

No additional information available

##### EU-Regulations

No additional information available

##### National regulations

No additional information available

#### 15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

### SECTION 16: Other information

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Revision date : 01/23/2020

Full text of H-phrases: see section 16:

H225	Highly flammable liquid and vapour
H319	Causes serious eye irritation
H335	May cause respiratory irritation

NFPA health hazard

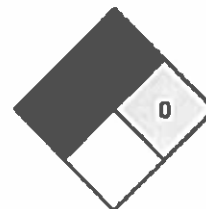
: 2 - Materials that, under emergency conditions, can cause temporary incapacitation or residual injury.

NFPA fire hazard

: 3 - Liquids and solids (including finely divided suspended solids) that can be ignited under almost all ambient temperature conditions.

NFPA reactivity

: 0 - Material that in themselves are normally stable, even under fire conditions.



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### Hazard Rating

#### Health

: 1 Slight Hazard - Irritation or minor reversible injury possible

#### Flammability

: 3 Serious Hazard - Materials capable of ignition under almost all normal temperature conditions. Includes flammable liquids with flash points below 73 F and boiling points above 100 F, as well as liquids with flash points between 73 F and 100 F. (Classes IB & IC)

#### Physical

: 0 Minimal Hazard - Materials that are normally stable, even under fire conditions, and will NOT react with water, polymerize, decompose, condense, or self-react. Non-Explosives.

#### Personal protection

: H

H - Splash goggles, Gloves, Synthetic apron, Vapor respirator

### SDS US LabChem

*Information in this SDS is from available published sources and is believed to be accurate. No warranty, express or implied, is made and LabChem Inc assumes no liability resulting from the use of this SDS. The user must determine suitability of this information for his application.*



## COMMERCIAL LEASE

THIS LEASE is made and effective as of the 27<sup>th</sup> day of January 2020, between PD Investments, LLC, a Colorado limited liability company ("Landlord"), and Plum Manufacturing LLC, a Colorado limited liability company ("Tenant"), who hereby agree as follows:

### Basic Lease Terms and Definitions

<b>Building:</b>	Buggy Circle Condominiums – 500 Buggy Circle, Carbondale, CO 81623
<b>Premises:</b>	Units LL3 and LL4 and Units UL2 and UL3 plus the 2 upstairs bathrooms
<b>Term:</b>	5 Years (60 Months)
<b>Term Commencement Date:</b>	The date on which Tenant receives approvals from the Town of Carbondale (the "Local Authority") for the change of ownership of certain licenses currently owned by The Laughing Dog Group, LLC from the Colorado Department of Revenue Marijuana Enforcement Division (the "MED") for Retail and Medical Marijuana Products Manufacturer licenses.
<b>Monthly Base Rent:</b>	\$4,200.00/month at the Term Commencement Date
<b>Lease Rent Commencement Date:</b>	The date on which Tenant receives approvals from the Local Authority for the change of ownership of certain licenses currently owned by The Laughing Dog Group, LLC and from the MED for Retail and Medical Marijuana Products Manufacturer licenses.
<b>Renewal Options:</b>	Two (2) options to renew, each for a five (5) year term
<b>Tenant Finish:</b>	Premises leased in "As-Is" condition
<b>Signage:</b>	Tenant Signage
<b>Security Deposit:</b>	\$4,200 due at Lease Signing
<b>Use of Premises:</b>	General business use – Marijuana products Manufacturing business
<b>Building Operations:</b>	Tenant may operate its business between the hours of 7:00 a.m. and 9:00 p.m.
<b>Parking:</b>	Four reserved spots in front of Bay doors plus Common Area parking adjacent to Building Parking Spaces L, M, N, K
<b>Utilities/Services Supplied by Landlord:</b>	If marked in the box below, services are supplied by Landlord

<input type="checkbox"/>	Electricity	<input type="checkbox"/>	Common Area Restroom Supplies
<input type="checkbox"/>	Gas	<input type="checkbox"/>	Trash Service
<input type="checkbox"/>	HVAC & Preventative Maintenance	<input type="checkbox"/>	Lights, tubes, ballast and replacements thereof
<input type="checkbox"/>	Window washing	<input type="checkbox"/>	Elevator Service

Janitorial -Common Area	Janitorial -Premises
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1. **LEASE OF PREMISES.** Subject to the covenants and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, that certain space located at the 500 Buggy Circle, Units LL3, LL4, upper level bathrooms and UL2 and UL3, Carbondale, CO 81623 (the "Premises") County of Garfield, State of Colorado, together with the right of ingress and egress and the non-exclusive use of all common areas. The Premises are located within the Building, as defined above. The common areas shall include all areas outside of the Premises upon the real property upon which the Building is located designated for common use by Landlord, Tenant and any other tenants in the Building, which may include, without limitation, public entrances, mailboxes, lobbies and rest rooms, elevators, stairways and access ways, common pipes, conduits, wires and appurtenant equipment serving the Building, trash areas, roadways, sidewalks, walkways, driveways and landscaped areas and other generally understood public or common areas (the "Common Areas"). Landlord shall have the right to reasonably regulate or restrict the use of the Common Areas.

2. **USE OF PREMISES.** The Premises shall be used for general business purposes, including a shop and office for the operation of a marijuana infused products manufacturing business and for no other purposes without the prior written consent of Landlord. Tenant and its employees, agents, customers and invitees shall at all times fully comply with all (i) state and local zoning, building code, fire code and other laws, ordinances, regulations and public requirements, and (ii) all reasonable rules and regulations adopted by Landlord for the Building, which may be changed from time to time. In no event shall Tenant, its employees, agents, customers or invitees, use the Premises for any activity which is illegal under state or local law or under federal laws, except for federal laws regarding marijuana. Tenant shall store no items outside the Premises. Tenant shall not create or permit any nuisance or waste or interfere with other Tenants in their enjoyment of their Premises or interfere with Landlord in the maintenance and operation of the Building; provided, however, that activities reasonably necessary to Tenant's permitted use of the Premises will not be deemed to be nuisance or waste. Tenant shall obtain all necessary licensing and registrations for its use and operation of the Premises and shall pay when due all applicable license and registration fees. Landlord shall have no responsibility whatsoever for obtaining or paying for the same.

3. **TERM.** The Term of this Lease (the "Term") is for five (5) years, commencing on the Term Commencement Date (as defined above) and ending on the day which is five (5) years after the last day of the month in which the Term Commencement Date occurs. Tenant and Landlord shall, upon election of the Tenant, allow the Lease to be extended pursuant to the terms and conditions contained herein, for two (2) additional terms of five (5) years each (the "Renewal Terms"). In the event Tenant desires to exercise its options to extend the Term or the Renewal Term, Tenant shall, at least 60 days prior to the expiration of the Term or Renewal Term, provide Landlord with written notice of its intent to exercise its option. Base Rent during the Renewal Terms shall be increased annually on the anniversary of the Term Commencement Date, by four percent (4%) over Base Rent during the immediately preceding lease year. The options shall only be valid and exercisable provided that Tenant is not in default beyond the applicable cure period, if any, of any of its obligations under the Lease.

4. **RENT PAYMENTS.** (a) **Base Rent.** Rent payments during the initial 5-year Term shall total (\$268,702.20). Any fractional month shall be prorated and paid on a per diem basis calculated on the basis of a thirty day month. All monthly rent installments shall be due on the first day of each month during the Term. The amount of each monthly rent installment shall be as follows:

Months 1 through 18	\$4,200.00/month
Months 19 through 30	\$4,368.00/month
Months 31 through 42	\$4,542.72/month
Months 43 through 54	\$4,724.43/month
Months 55 through 60	\$4,913.41/month

Each monthly installment is due on, and payable on or before, the first day of the month without notice or demand at Landlord's address set forth on the signature page of this Lease, or at any other place Landlord designates in writing.

(b) **Utilities.** Landlord and Tenant hereby agree and acknowledge that Tenant shall pay gas, electric, water, sewer and any other separately metered utility charges for the Premises during the term ("Utilities"). Tenant is solely responsible for payment of all charges relating to the Utilities, whether held in the name of Landlord or Tenant. Landlord shall not be liable for any damages arising out of any interruption in utility service when such interruption is not due to the negligence of Landlord. As used herein, the payment of Utilities shall be deemed Additional Rent.

**(c) Real Property Taxes, Insurance and Common Area Maintenance.** Beginning with the nineteenth (19<sup>th</sup>) month of the Lease Term and continuing through the remainder of the Lease Term, Tenant hereby agrees that it shall pay its proportionate share of Landlord's estimated annual increase since the prior year in real property taxes, insurance and Common Area maintenance charges on a monthly basis as "Additional Rent." The Premises contains two (2) ground floor "shop" spaces (consisting of a total of approximately 1,600 square feet) and two (2) upper floor "storage/office" spaces and two (2) separate bathrooms (consisting of a total of approximately 1,700 square feet) which together comprise forty-two and 46/100 percent (42.46%) of the Building ("Tenant's Proportionate Share"). Tenant's Additional Rent shall be equal to one hundred percent (100%) of the annual increase since the prior year in Landlord's property taxes for Units LL3 and LL4 and Units UL2 and UL3 plus Tenant's Proportionate Share of Landlord's annual increase since the prior year in property insurance costs, annual increase since the prior year in Common Area electrical costs and annual increase since the prior year in Common Area maintenance charges, which shall include snowplowing of the Building parking areas, parking lot and pavement repair and maintenance. Landlord shall provide Tenant an estimate of Additional Rent prior to the commencement of each Lease year, and Tenant shall pay Additional Rent monthly with Tenant's Base Rent as provided herein. Tenant shall have the right to review Landlord's books and records should Tenant believe it has paid more than its share of Additional Rent.

Beginning with the nineteen (19<sup>th</sup>) month of the Lease Term, Tenant's Additional Rent shall be an amount determined by the calculation above, which shall be no more than two hundred and fifty dollars (\$250) per month. Within ninety (90) days of the end of each fiscal year, Landlord shall reconcile the actual property tax assessment increases for the Premises, Building insurance increases, Common Area electrical cost increases and Common Area maintenance charge increases and provide Tenant with an accounting of the same and Tenant's Proportionate Share thereof. In the event Tenant's Proportionate Share of actual costs exceed Tenant's estimated Additional Rent payments for the prior year, or relevant portion of the prior year, Tenant shall remit the additional amount within thirty (30) days of receipt of the reconciliation. In the event Tenant's Additional Rent payments exceed Tenant's Proportionate Share of actual expenses, Landlord shall remit the amount overpaid to Tenant within thirty (30) days of the reconciliation. Additional Rent shall be adjusted annually based on the reconciliation to reflect actual expenses for the prior year.

**(d) Late Charges.** Any rent payments received by Landlord more than ten (10) days late shall bear interest at the rate of five percent (5%) per annum (or the highest legal rate, if aforementioned percentage exceeds the highest legal rate) from the dates they are due until the dates they are paid.

**(e) Where Rent Paid.** Base Rent, and all other rent or other payments to be paid by Tenant hereunder shall be paid to Landlord at the address set forth on the signature page of this Lease; provided that Tenant shall pay utilities separately metered for the Premises directly to the applicable utility providers.

**(f) No Deductions.** Rent payable hereunder shall be paid promptly and in full. So long as Landlord is not in breach of this Lease Agreement, Tenant shall not be entitled to make or claim any deductions or set-offs to any rent payments owing hereunder for any reason whatsoever, unless the same is expressly authorized in this Lease or by a writing signed by Landlord.

**5. SECURITY DEPOSIT.** Tenant will deliver to Landlord the sum of **\$4,200.00** upon full execution of this Lease, which amount Landlord shall hold as security for the performance by Tenant of every covenant and condition of this Lease (the "Security Deposit"). Said Security Deposit may be co-mingled with other funds of Landlord and need not bear interest. If Tenant shall default with respect to any covenant or condition of this Lease, including, but not limited to the payment of rent, Landlord may apply the whole or any part of such Security Deposit to the payment of any sum in default or any sum which Landlord may be required to spend by reason of Tenant's damage or default. If any portion of the Security Deposit is so applied, Tenant, upon demand by Landlord, shall deposit funds with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Should Tenant comply with all of the covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant within ten (10) days after expiration of the Term or Renewal Term.

**6. POSSESSION.** Landlord shall grant Tenant continued possession of the Premises at the beginning of the Term.

**7. PROPERTY INSURANCE.** Tenant shall comply with all reasonable insurance regulations so that reasonable property damage, including loss of rent and liability insurance rates may be obtained. Tenant shall maintain, at all times during the Term, adequate insurance on its personal property used, stored or kept in the premises, including furniture, fixtures and equipment, to allow the replacement of all such personal property in the event of a loss.

**8. INDEMNITY.** Tenant shall at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises, or to the Premises, resulting from any intentional act done or negligent omission by or through Tenant, its agents, employees, invitees or any person on the Premises by reason of Tenant's use or occupancy of the

Premises or resulting from Tenant's non-use of said Premises. Landlord shall at all times indemnify, defend and hold Tenant harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises resulting from any intentional act done or negligent omission by or through Landlord, its agents, employees, invitees, and for any breach of this Lease Agreement by Landlord.

**9. ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, transfer or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Landlord, in each and every instance. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease, unless otherwise provided in the approval or consent documents.

**10. SIGNS AND ADVERTISEMENTS.** Tenant may install signs on the Premises in accordance with applicable local rules and regulations. Tenant shall not place upon nor permit to be placed upon any part of the Premises, any additional signs, billboards or advertisements whatsoever, without the prior written consent of Landlord. Notwithstanding anything herein to the contrary, Tenant shall be permitted to post any signs or notices required to comply with rules or regulations of the MED or the Local Authority without any requirement for Landlord's consent.

**11. CONDITION OF PREMISES.** Tenant acknowledges that, except as may be provided otherwise in this Lease, Tenant accepts the Premises in their present "AS-IS" condition. Landlord represents that it has notified Tenant in writing of any material defects related to the Premises, including hazardous or toxic substances, to which Landlord has actual knowledge. Further, the parties acknowledge that Tenant may engage in some modification to the Premises, as agreed between the parties. In that event, Tenant shall be responsible for permitting and code compliance with respect to such work, however, Tenant shall not be responsible for code violations existing as of the execution of this Lease Agreement that are not within the scope of modifications made by Tenant. At the end of the Term, except for damage caused by fire or other perils, Tenant, at its expense, shall (a) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by Tenant, subject to reasonable wear resulting from uses permitted hereunder, and further subject to Tenant's obligations stated in Paragraph 13 herein; (b) have removed all of Tenant's property from the Premises; (c) have repaired any damage to the Premises caused by the removal of Tenant's property; and (d) leave the Premises free of trash and debris and the building in "broom clean" condition. For purposes of this Paragraph 11, Tenant's property shall include any equipment or appliances purchased by Tenant and installed within the Leased Premises. It is specifically agreed and acknowledged that these items may be removed by Tenant, at Tenant's sole expense, and if removed the Leased Premises returned to a condition that is as good as or better than when Tenant first occupied the Leased Premises, reasonable wear and tear excepted.

**12. PARKING UNITS.** Tenant and Landlord acknowledge that Tenant is entitled to use the four (4) reserved spaces adjacent to the Premises outside of bay doors designated as parking spaces **L, M, N, K** as shown on the 500 Buggy Circle Condominium Parking map. In addition, Tenant shall have the right to incrementally use Common Area parking spaces located on the south side of the Building.

**13. MAINTENANCE AND REPAIR BY LANDLORD AND TENANT.** Except as may be caused by intentional acts or negligence of Tenant, Landlord shall, at Landlord's sole cost and expense maintain and keep in good repair the Common Areas, and the structural portions of the Building and Premises, including the foundations, bearing and exterior walls, sub-flooring, roof, and those portions of the electrical systems, plumbing systems and main sewer system that are furnished by Landlord. Landlord shall be under no obligation and shall not be liable for any failure to make any repairs until and unless Tenant notifies Landlord in writing that such repairs are necessary. Landlord shall have a reasonable time thereafter to make repairs. If such maintenance or repairs are necessitated in whole or in part by the intentional act, neglect, fault or gross omission of Tenant, its agents, employees or invitees, Tenant shall pay to Landlord, as Additional Rent, the reasonable portion of the cost of such maintenance and repairs resulting from such intentional act, neglect, fault or gross omission. Except as set forth above, Tenant shall, at its sole cost and expense, when and if needed, maintain and make all repairs and replacements to the Premises, and keep, maintain and preserve the Premises, including the overhead door, electrical panels, lighting, drywall, bathroom fixtures, insulation, passage doors, windows and the sewage disposal and plumbing systems within the Premises in good condition, excepting ordinary wear and tear. Tenant may not lean any material against the outside of the Building and will shovel snow and clean leaves off of any walkways and overhead door access to the Premises. Tenant agrees to not call, email or otherwise contact the Landlord regarding problems related to the Premises or other tenants in the Building more frequently than two (2) times per month, provided, however, that notifications regarding the need for emergency repairs shall not count against such limit; any violation of this requirement (for example, calling Landlord three times in one month to complain about another tenant) shall be a Tenant Default as described in Section 21, below, and (subject to the cure provisions set forth in Section 21), shall entitle Landlord to the remedies set forth in Section 21, as well as the right to reject any extension of the Lease Term in accordance with Section 3, above.

**14. DAMAGE BY CASUALTY.** If, during the Term or any Renewal Term, the Premises or the Building of which said Premises are a part shall be destroyed or so damaged by fire or other casualty as to become untenable, then in such event, at the option of Tenant or Landlord, this Lease shall terminate from the date of such damage or destruction. Either party shall exercise this option to so terminate this Lease by notice in writing delivered to the other party within thirty (30) days after such damage or destruction. Upon such notice, Tenant shall immediately surrender said Premises and all interest therein to Landlord and Tenant shall pay rent only to the time of such damage or destruction. If neither party elects to terminate this Lease, this Lease shall continue in full force and effect, and Landlord shall expeditiously repair the Premises, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose, may enter said Premises. In that event rent shall abate in proportion to the extent and duration of untenability. If the Premises shall be slightly damaged by fire or other casualty, so as not to render the same untenable, then Landlord shall expeditiously repair the same and in that case the rent shall not abate. Any such repairs or entry shall strictly comply with the Colorado Medical Marijuana Code, the Colorado Retail Marijuana Code and any and all rules and regulations promulgated by the MED or the Local Authority.

**15. PERSONAL PROPERTY.** Landlord shall not be liable for any loss or damage to any merchandise, inventory, goods, furniture, fixtures, equipment, improvements or personal property of Tenant, or Tenant's customers, in or about the Premises, unless the same results from the intentional misconduct or gross negligence of Landlord or any of its employees, agents, affiliates or officers.

**16. ALTERATIONS.** Tenant shall not make any alterations or additions in or to the Premises without the prior written consent of Landlord; provided, however, that if any alterations or additions are necessary to comply with rules or regulations issued by the MED or the Local Authority, Tenant shall notify Landlord of such alterations or additions, but shall not be required to obtain Landlord's consent prior to making such alterations or additions.

**17. LEGAL REQUIREMENTS.** Each party shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises, Building or the use thereof (except for federal laws regarding the possession, processing, manufacture, sale or distribution of marijuana or products containing marijuana), and each party shall indemnify, defend and hold the other harmless from expense or damage resulting from failure to do so.

**18. FIXTURES.** Except for Tenant's personal property and trade fixtures, all structures, repairs, alterations, additions, improvements, installations and other non-trade fixtures installed or erected on the Premises, whether by or at the expense of Landlord or Tenant, shall belong to Landlord and shall remain on and be surrendered with the Premises at the expiration or termination of this Lease. However, Tenant may remove Tenant's alterations or improvements prior to the expiration of this Lease and return the Premises to its original condition as specifically set forth in Paragraph 11 hereof. For the avoidance of doubt, (i) improvements to the HVAC system, (ii) the odor mitigation system, and (iii) cameras and related security equipment shall all be considered trade fixtures.

**19. This Paragraph Intentionally Deleted.**

**20. WAIVER OF SUBROGATION.** As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to property owned by said parties which is or might be incident to or the result of a fire or other casualty loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

**21. DEFAULT AND REMEDIES.**

**(a) Tenant Default.** If: (a) Tenant fails to comply with any term, provision, condition or covenant of this Lease (except that with respect to rent payments, Tenant shall have a 10-day cure period and with respect to Tenant's other obligations, Tenant shall have a 30-day cure period after receipt of notice from Landlord of any such breach, provided, however, that if such breach cannot reasonably be cured within 30 days, such breach shall not be deemed to be a default if Tenant commences such cure within 30 days and diligently pursues such cure to its completion); (b) Tenant deserts or vacates the Premises (except for vacations reasonably necessary for renovations or other business activities); (c) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof, and such petition is not dismissed within 60 days of filing; (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: (i) upon ten (10) days' prior written notice, in addition to and not in limitation of any other remedy permitted by law, to enter upon the Premises with due process of law, and to expel, remove and put out Tenant or any other persons thereon, together with all personal property; (ii) terminate this Lease or; (iii) from time to time, without terminating this

Lease, rent said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises as reasonably necessary for such reletting. At the option of Landlord, rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than rent and Additional Rent due hereunder; second, to payment of any costs and expenses of such reletting, including, but not limited to, attorney's fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecorations, alterations and changes in the Premises reasonably necessary for such reletting; third, to the payment of rent and Additional Rent due and payable hereunder and interest thereon; and, if after applying said rentals there is any deficiency in the rent and Additional Rent and interest to be paid by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord and such deficiency shall be calculated and collected by Landlord monthly. Landlord shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Tenant by injunction or otherwise, without such resulting or being deemed a termination of this Lease, and Landlord, whether this Lease has been or is terminated or not, shall have the absolute right by court action or otherwise to collect any and all amounts of unpaid rent or unpaid Additional Rent or any other sums due from Tenant to Landlord under this Lease which were or are unpaid at the date of termination. If it is necessary for Landlord to bring any action under this Lease, to consult with an attorney concerning or for the enforcement of any of Landlord's rights, then Tenant agrees in each and any such case to pay to Landlord, Landlord's reasonable attorney's fees. Any late charge shall be deemed Additional Rent, and the assessment or collection of same shall not limit or delay Landlord's pursuit of any remedy arising hereunder upon Tenant's default. Any exercise of any of the remedies set forth herein must strictly comply with the Colorado Medical Marijuana Code, the Colorado Retail Marijuana Code and any and all rules and regulations promulgated by the MED or the Local Authority.

**(b) Landlord Default.** If Landlord fails to perform any covenant, condition, or agreement contained in this Lease within ten (10) business days after receipt of written notice from Tenant specifying such failure, or if such failure cannot reasonably be cured within ten (10) business days and Landlord does not commence to cure the failure within the ten (10) business days and remedy the failure within a commercially reasonable period thereafter, then such failure shall constitute a default hereunder and Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's default.

**22. WAIVER.** The rights and remedies of Landlord under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by Landlord of any breach or default of Tenant shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by Landlord of any installment of rent subsequent to the date the same should have been paid shall not alter the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date. Receipt by Landlord of partial payment after Tenant's default shall not be construed to be or constitute a cure of any such default. No receipt of money by Landlord before or after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

**23. TOXIC OR HAZARDOUS MATERIALS.** Except for general office supplies, such as copier toner, liquid paper, glue, ink, common household cleaning materials stored, used and disposed of in compliance with all applicable laws and or regulations, and materials used in connection with Tenant's business, Tenant shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises without the prior written consent of Landlord. Tenant, at its sole cost, shall comply with all laws relating to Tenant's storage, use and disposal of hazardous or toxic materials. Tenant shall be solely responsible for and shall defend, indemnify and hold Landlord, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the Tenant's storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the appearance of toxic or hazardous materials on the Premises. As of the execution of this Lease Agreement, Landlord has no actual knowledge of the existence of any toxic or hazardous materials on, under or about the Premises which could result in liability for Tenant. Tenant's obligations under this paragraph shall survive the termination of this Lease. For purposes of this Lease, hazardous or toxic materials shall not be deemed to include: (i) marijuana, or any extracts therefrom (ii) any products infused with marijuana extracts, or (iii) any materials or substances commonly used in the extraction of THC or the production of marijuana infused products, provided that such materials are approved for use by the Town of Carbondale, and provided, further, that any use of such materials by Tenant shall comply with all applicable health, safety and environmental laws and regulations regarding the use of such materials.

**24. NOTICES.** All notices required to be sent under the Lease shall be in writing and either (i) delivered as provided by applicable law, including, *inter alia*, C.R.S. Section 13-40-101, *et seq.*, [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class, certified mail, postage prepaid, return receipt requested. All notices required to be sent hereunder shall be addressed to Tenant



at the Premises, and to Landlord where rent is payable. Notwithstanding the foregoing, all notices involving or concerning C.R.S. Section 13-40-101, *et seq.* shall be delivered as provided by statute.

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

**26. SUBORDINATION.** This Lease shall be subordinate and inferior at all times to the lien of any mortgage and to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the real property upon which the Premises are located, and to all renewals, modifications, replacements, consolidations and extensions thereof. Tenant shall execute and deliver all documents reasonably requested by any mortgagee or security holder to effect such subordination. In the event of a sale or assignment of this Lease or of Landlord's interest in the Premises or the Building in which the Premises are a part, or if the Premises are transferred to any other person because of a mortgage foreclosure, exercise of a power of sale under a mortgage or otherwise, Tenant shall attorn to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder.

**27. SUCCESSORS.** The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any rights in the assignee or sub-tenant of Tenant.

**28. QUIET POSSESSION.** Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, its heirs, successors or assigns, but only during such party's ownership of the Premises. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

**29. BANKRUPTCY.** Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any Renewal Term.

**30. ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties, and no modification or waiver of this Lease or any provision hereof shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such Tenants, jointly and severally.

**31. ESTOPPEL CERTIFICATES.** Tenant shall at any time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord or to any lender of or purchaser from Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or of the business of Landlord.

**32. HOLDOVER.** Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 p.m. on the date the Term or any Renewal Term expires. If after the expiration of the Lease Term, Tenant shall remain in possession of the Premises, Landlord may immediately commence eviction proceedings at its sole discretion and such tenancy shall be regarded as a month-to-month tenancy with monthly rental payable in advance equivalent to 120% of the last month's Base Rent plus any Additional Rent.

**33. ENTRY BY LANDLORD.** Landlord may enter the Premises during normal business hours, which are Monday through Friday 9:00 a.m. to 5:00 p.m., for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon 24 hour notice to Tenant. Landlord may also enter the Premises in the event of an emergency, without notice, or in the event of the vacancy of the Premises. Any such entry must strictly comply with the Colorado Medical Marijuana Code, the Colorado Retail Marijuana Code and any and all rules and regulations promulgated by the MED or the Local Authority.

**34. GOVERNING LAW.** The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the County where the Building is located.

**35. LANDLORD'S RIGHT TO SELL; TENANT'S RIGHT TO NEGOTIATE.** During the Term of the Lease, including any Renewal Term, Landlord and Tenant shall have the following rights regarding the purchase and sale of the Premises: Landlord shall have the right to market and sell all units located within the Building, to a single purchaser or multiple purchasers at any time as a bulk sale. In the event Landlord elects to sell all or any portion of the Premises (including the spaces this lease refers to), either Unit LL3, or LL4 or UL2, or UL3, or all, as a separate sale and not as part of a sale of all units in the Building, Landlord shall notify Tenant, in writing, of its desire to sell the Premises and, if Tenant expresses an interest in acquiring the Premises, Landlord and Tenant shall enter into good faith negotiations regarding the fair market value of the Premises. In the event Landlord and Tenant are unable to reach an agreement regarding the sale price within 15 days, Landlord shall be free to market the Premises for an amount determined by Landlord, in its sole discretion. Notwithstanding anything herein to the contrary, in the event that Landlord sells the Premises to a third party (either separately or as a part of the sale of the Building as a whole), then the purchaser shall have a right to terminate this Lease, on and subject to the terms and conditions set forth below (the "Buyout Right"). The purchaser may exercise such Buyout Right upon not less than ninety (90) days' written notice to Tenant setting forth the date upon which the Lease shall terminate; provided, however, that such Buyout Right may not be exercised, and such notice may not be sent, prior to the expiration of the initial Lease Term. On or before such termination date, the purchaser shall pay to Tenant an amount equal to the aggregate Base Rent due under the Lease for the remainder of the then-effective Lease Term, without regard to any Renewal Terms that have not been exercised prior to the date of such termination; provided, however, that in no event shall such termination fee exceed One Hundred Thousand and No/100 Dollars (\$100,000.00). On the date specified in the Buyout Right notice, provided that the purchaser has paid the applicable termination fee, Tenant shall vacate the Premises in accordance with the provisions of this Lease related to expiration or termination and this Lease shall terminate and shall be of no further force and effect,

**36. RELATIONSHIP OF PARTIES.** Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or profit sharing or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of any rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of a landlord and a tenant.

**37. MARIJUANA BUSINESS ACKNOWLEDGEMENT.** Each party hereto acknowledges that the Tenant shall be engaged in the processing, production, possession, distribution and sale of marijuana and products containing marijuana. Each party acknowledges that Colorado law permitting the sale of marijuana is in conflict with current federal law. As of the date hereof, federal law criminalizes the sale of marijuana and products containing marijuana and federal laws take precedence over Colorado law. Each party acknowledges that the current federal policy of non-enforcement of federal marijuana laws in states that have legalized marijuana – such as Colorado – is subject to change at any time in the sole discretion of the federal government. Each party hereby waives any claims it may have against the other party arising from its participation in this Lease in violation of federal marijuana laws. The parties hereby waive any defenses to the enforcement of the provisions of this Lease based on an "illegality of purpose" theory or related defenses.

**38. SESSIONS MEMORANDUM.** Landlord and Tenant acknowledge that the United States Department of Justice issued a Memorandum for all United States Attorneys, dated January 4, 2018 regarding Marijuana Enforcement (the "Sessions Memo"). In light of the Sessions Memo, Landlord and Tenant agree that, if the U.S. federal government commences legal actions based on violation of federal marijuana laws against marijuana businesses in Colorado, which businesses are licensed by the MED and the applicable local authority, despite those businesses being in compliance with state and local law, and MED regulations, then Tenant may terminate this Lease upon not less than thirty (30) days' written notice to Landlord. Such termination shall be effective on the date specified in such notice. Upon such termination, this Lease shall have no further force or effect, and Landlord and Tenant shall both be discharged and released from their liabilities and obligations hereunder; provided that Tenant shall pay to Landlord all amounts that become due hereunder on or before the effective date of such termination, and Landlord shall return the unapplied portion of the Security Deposit to Tenant within ten (10) days after such termination.

The Landlord and Tenant have hereunto subscribed their names effective as of the date first written above

**LANDLORD –PD Investments LLC**

By: Scott Duryea  
 Digitally signed by Scott Duryea  
DN: C=US,  
E=scott@ruddconstruction.com,  
O=Rudd Construction, CN=Scott  
Duryea  
Date: 2020.01.28 11:57:01-07'00'

Scott Duryea  
Mark Przybylski  
Title: Manager  
Address: 132 Park Avenue  
Basalt, CO 81621

Date and Time:

**TENANT – Plum Manufacturing LLC**

By: 

Renée S. Grossman  
314 Sopris Circle  
Basalt, CO 81621  
(212) 851-6448

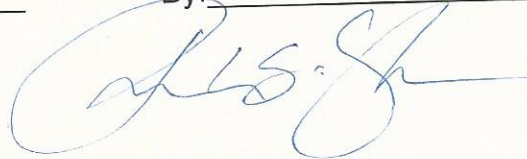
Date and Time: 1/27/20 12:28PM

# 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: 4/24/20

By: Renée S. Grossman

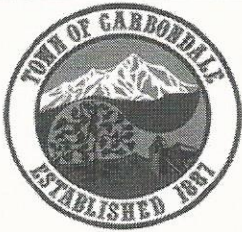


Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

(seal)

\_\_\_\_\_  
(Notary)

My commission  
expires: \_\_\_\_\_



## 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:

4/24/20

By:

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary

My commission expires: