



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: April 6, 2021

ORIGINATING DEPARTMENT: City Clerk's Office	PRESENTED BY: Erin Kelley
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ITEM:

Change Of Location for PG Retail I, LLC dba Nature's Medicine, from 230 W 16th Street, Unit C to 7595 W Highway 50 in Salida, Colorado.

BACKGROUND:

A change of location application was filed with the City Clerk on March 3, 2021. The Notice of Public Hearing was published on March 19th in the Mountain Mail and the premises was posted on March 22, 2021.

All proper fees have been remitted to the City and State of Colorado.

FISCAL NOTE: None anticipated

STAFF RECOMMENDATION:

Staff recommends that the Marijuana Licensing Authority approve a location change for PG Retail I, LLC dba Nature's Medicine conditional upon an inspection by both the police and fire departments upon receipt of a Certificate of Occupancy for the new location.

SUGGESTED MOTIONS:

Following a public hearing on the matter, a Licensing Authority member should make a motion to "approve a location change for PG RETAIL I, LLC dba NATURE'S MEDICINE from 230 W 16th Street, Unit C to 7595 W Highway 50, conditional upon an inspection of the premises by Police and Fire personnel upon receipt of a Certificate of Occupancy for the structure", followed by a second and a roll call vote.

PURE GREENS

River Grown | Mountain Cannabis | Salida, Colorado | Elev. 7,143 ft.

March 31, 2021

Salida City Council,

PG Retail I, LLC has applied to move the location of Natures Medicine, a retail marijuana dispensary. Natures Medicine is currently located at 230 W 16th Street and the proposed location is at 7595 Hwy 50. The location satisfies the City of Salida requirements including zoning and distance requirements. The purpose of the move is that we believe the Highway 50 location is a better location for a retail marijuana dispensary due to the location's visibility from the highway, accessibility from the highway and the fact that the proposed location is in an area with multiple other business that are complimentary to a retail marijuana dispensary. Those businesses include a restaurant, a bowling alley and a liquor store. Additionally, the new location has an abundance of parking, does not have a shared entrance with other businesses, and is located further from residences than the current location. We will be happy to answer any specific questions regarding the change of location that the Council may have.



Michael Scott
HR Director & General Counsel
miscott@puregreens.com
(w) 719.362.1026
(c) 303.514.2729

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Regulated Marijuana Conditional License

PG RETAIL I, LLC

NATURE'S MEDICINE

230 West 16th Street, Unit C, Salida, CO 81201

Retail Marijuana Store - 402R-00241

License Issue Date: 05/02/2021

License Valid Through: 05/02/2022

This license is conditioned upon Local Authority approval, pursuant to section 44-10-305 C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Article 10, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described.

This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 1707 Cole Blvd., Suite 300, Lakewood, CO 80401. In testimony whereof, I have hereunto set my hand.

A handwritten signature in black ink, appearing to read "James Burack".

James Burack, Division Director

A handwritten signature in black ink, appearing to read "Mark Ferrandino".

Mark Ferrandino, Executive Director

License Expires March 19, 2022 ; Renew 45 Days Prior to Expiration

LICENSE FEE \$1000.00

LICENSE #402R-00241



STATE OF COLORADO
CITY OF SALIDA
BY AUTHORITY OF THE CITY COUNCIL
RETAIL MARIJUANA LICENSING

FOR A RETAIL MARIJUANA LICENSE TO SELL AT A RETAIL STORE

This is to Certify that PG RETAIL I, LLC dba NATURES MEDICINE of the State of Colorado, having applied for a License to sell RETAIL MARIJUANA at 230 WEST 16TH STREET, UNIT C, in the City of Salida, Colorado for a period beginning on the 19th day of MARCH, 2021, and ending on the 19th day of MARCH, 2022, unless this License is revoked sooner as provided by Law. This License is issued subject to the Laws of the State of Colorado, and especially under the provisions of Article 12-301 of Title 44, Colorado Revised Statutes, as amended and the Ordinances of the City of Salida, insofar as the same may be applicable.
IN TESTIMONY WHEREOF, the City Council has hereunto subscribed its name by its officers duly authorized this 1st day of February, 2021.

THE CITY COUNCIL OF SALIDA, COLORADO

By: *Erin Kelley*
City Clerk

By: *[Signature]*
City Administrator

TO BE POSTED IN A CONSPICUOUS PLACE



Change of Use Notification

Please complete this form if you plan to change the use or establish a new use in a building which you own, rent, or lease. Neither the use of or the uses upon any land nor the use of or the uses within any structure shall be changed until a permit for such change of use has been issued by the Chaffee County Building Department.

Application Materials: Warranty Deed ☐ Floor Plans Showing Old and New Uses ☒ Site Plan ☒

Which Municipality is the business property located in: Chaffee County ☐ Salida ☒
Buena Vista ☐ Poncha Springs ☐

Each municipality has different requirements for changes of use and must signoff on this application. Please see reverse side of this application for additional requirements and fees. If you are changing the footprint or doing any construction please fill out a **Building Permit** instead of this application.

1. Applicant Name: PG Retail I, LLC
2. Address of the Property: 7595 West Highway 50, Salida, CO 81201
3. Applicant Mailing Address: 7800 County Road 152, Salida, CO 81201 Phone 719-362-1024
4. Please describe the **existing use**: Space is vacant, has been used as retail space (restuarants, medical supply sto
in the past
5. Please describe the **proposed new use** of the building: Retail Cannabis Dispensary

6. Are you planning any new signage? Yes ☒ No ☐ If Yes, it is the applicant's responsibility to obtain and comply with the municipalities sign requirements before installing a sign.

Applicant Signature: [Signature] Date: 3/3/2021

Owner's Signature: [Signature] Date: 3/3/2021

To be completed by Staff

Building Department: Change of Use Yes ☐ No ☐ New Building Classification: _____

Fee: _____ Permit #: _____ Date issued: _____ Computer #: _____

Building Comments: _____

Building Official signoff: _____ Date: _____

Municipality _____ **Zone District:** _____ **Conforming Use:** Yes ☐ No ☐

Fee: _____ Check #: _____ Permit Number: _____ Receipt #: _____

Comments: _____

Zoning Official Signoff: _____

Fire Department

Fire Inspection Signoff: _____ Date Approved: _____

Fee: _____ Check #: _____

Comments: _____

Municipality Requirements



Please contact any available Plan Review personnel at 719-539-2124. For this exchange of information there will be no fee charged. If it is determined that a change of use will occur further details and planning may be needed to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG), State Statutes and/or local building codes.



Contact Community Development Department at (719)530-2626 or email planning@cityofsalida.com

Change of Use Fee: 20% of the Building Department fee or a \$50 minimum.

Please Make Checks Payable to the City of Salida

All businesses shall apply to the State for their Sales Tax License



Contact: (719)581-1025 or email bvplanning@buenavistaco.gov All businesses must have a Town of Business address to do Business in the Town

Town of Poncha Springs

"The Crossroads of the Rockies"



Contact: Phone (719) 539-6882

Fee: No Fee for Change of Use within Poncha Springs Town limits.

NOTE: Applicants must complete and submit a Change of Use Application and Site Plan to the Town Planner, and request to be scheduled on the Agenda for the Trustees Agenda for application review before engaging in business activities.

All businesses must have a State Sales Tax License



**ADMINISTRATIVE REVIEW &
ADMINISTRATIVE CONDITIONAL USE
APPLICATION FORM**

448 East First Street, Suite 112
Salida, CO 81201
Phone: 719-530-2626 Fax: 719-539-5271
Email: planning@cityofsalida.com

A. GENERAL DATA (To be completed by the applicant)

A. Applicant Information

Name of Applicant: PG Retail I, LLC

Mailing Address: 7800 County Road 152, Salida, CO 81201

Telephone Number: 719-362-1024 Email Address: gcraig@puregreens.com

B. Code Information

Code Section Requesting Administrative Approval From: Marijuana Code, Chapter 6 Article 3

C. Site Data

Street Address: 7595 West Highway 50, Salida, CO 81201

Zone District: Commercial C1 Overlay District: Hwy 50 Corridor Overlay

B. DEVELOPMENT PROCESS (City Code Section 16-3-60)

1. Pre-Application Conference. Optional.
2. Submit Application.
3. Staff Review.

C. APPLICATION CONTENTS (City Code Section 16-3-70)

1. **General Development Application**
2. **Administrative Review Application**
3. **Development Plan.** A conceptual plan of the proposed development which may be a freehand drawing of the proposed development showing existing and proposed features, buildings, roads, alleys, utilities, etc. which are relevant to the review of the application.
4. **Proof of Ownership.** Proof of ownership of the land proposed for development.
5. **Other Information.** Staff may request additional information as deemed necessary to evaluate the impacts of the application.
6. **Application Fee** \$_____, cash or check made out to City of Salida.

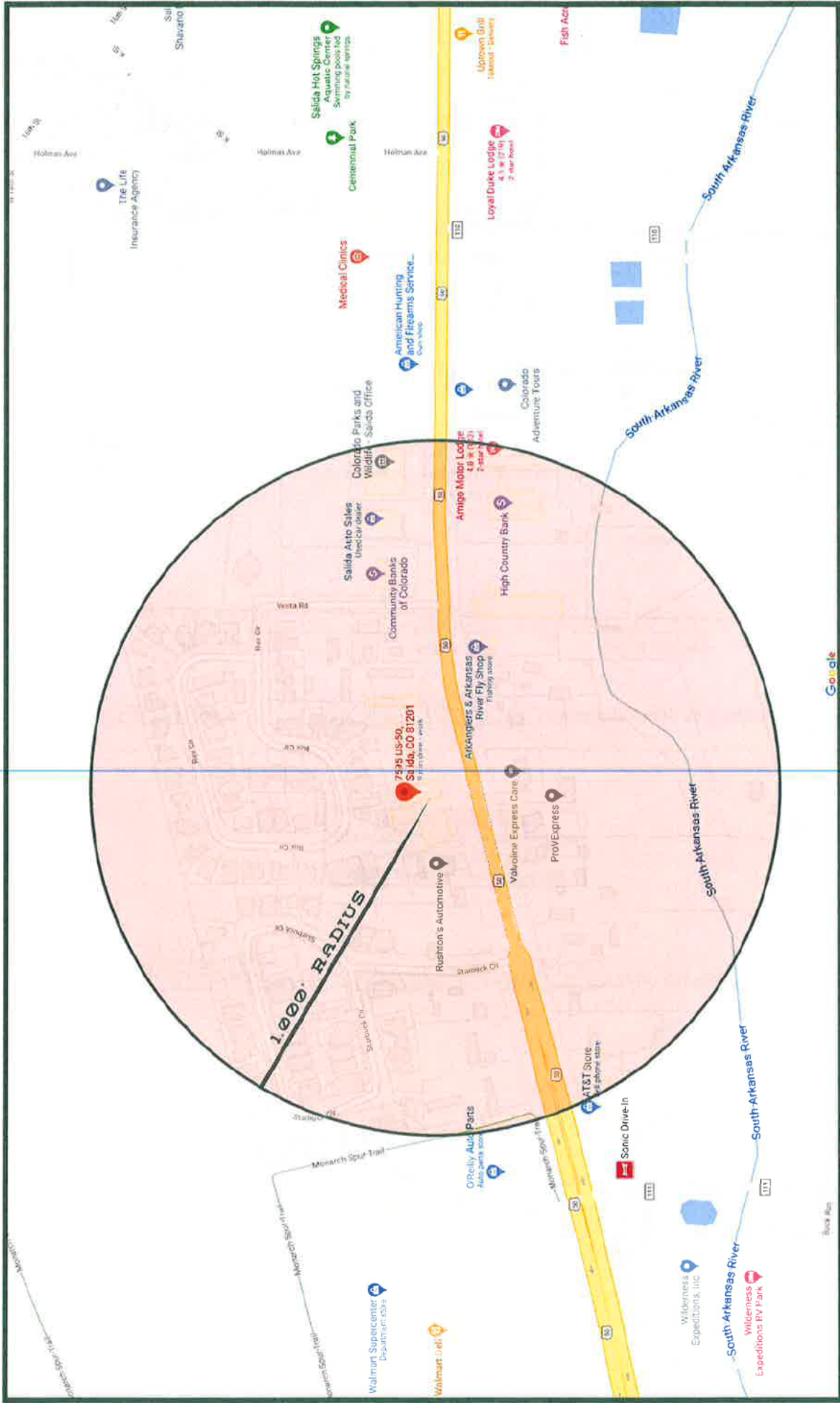
D. DESCRIPTION OF PROPOSAL (If necessary, attach additional sheets)

1. Written statement. Describe how you meet the standards of the code section:

This location meets the zoning requirements for a marijuana dispensary according to Sec. 16-4-190(k):

1. The location is permanent and fixed.
2. The location is not within 1000 feet of any other dispensary
3. The location is not within 1000 feet of a school

Included in this application is a map demonstrating a 1000 foot radius of the location, an ownership affidavit permitting this use and the lease.



Compliance

PG RETAIL I LLC
Distance Compliance Diagram

ADDRESS: 7595 West Highway 50
Salida | CO | 81201

LICENSE #: 402R-00241

AFFIRMATION AND CONSENT RE: USE OF PROPERTY FOR MARIJUANA ESTABLISHMENT

As the owner or authorized agent of the property located at: 7595 West Highway 50, Salida Colorado 81201, I hereby consent to the use of said property for the purpose of conducting a marijuana establishment so long as said use is authorized under and in accordance with applicable state and local laws.

I understand that the lessee must operate the establishment on the property described above under the provisions of the Salida Municipal Code, State of Colorado Marijuana Regulations and any other applicable state or local regulations. I further understand that operating a marijuana establishment does not provide any exception, defense, or immunity to any person in regard to any potential criminal liability the person may have for the distribution or possession of marijuana on the property described above.

Property Owner or Authorized Agent:

Irish
 First Name

Ottawa
 Middle Name

Holland
 Last Name

719-221-8859
 Phone Number

Property Owner or Authorized Agent Signature: _____

Date: 2/25/2021

State of Colorado)
) SS
County of Chaffee)



Subscribed and sworn before me on this 5th day of February, 2021, by IVS #1000000.

Notary Public

My commission expires: 9/28/2021

[SEAL]



448 East 1st Street, Suite 112
SALIDA, CO 81201

PHONE 719-539-4555
FAX 719-539-5271

**PUBLIC NOTICE
PURSUANT TO THE MARIJUANA LAWS
OF COLORADO**

Pursuant to the Marijuana Laws of the State of Colorado, PG Retail I, LLC dba Nature's Medicine, has requested the Local Licensing Authority of the City of Salida, Colorado to grant a change of location from 230 W 16th Street Unit C, to 7595 W Highway 50 Salida, CO 81201.

A hearing on the application received April 6, 2021 will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, April 6, 2021, remotely through the GoToWebinar application via the following direct link: <https://attendee.gotowebinar.com/register/6382995264411204366>

At said time and place, any interested persons may appear to be heard for or against the granting of said license.

Additionally, depending on which "Tier" of its COVID-19 Action Plan the City of Salida is in on April 6, 2021, based upon Public Health Department guidance, the hearing may also take place in the City Council Chambers, 448 East 1st Street, Salida, Colorado.

LOCAL LICENSING AUTHORITY


Erin Kelley, City Clerk

Premises Posted: March 25, 2021
Publish in Mountain Mail: March 19, 2021

CAL SYSTEMS, \$3,050.00; TOTAL OFFICE SOLUTIONS, \$165.81; TRILLIUM HOLDCO, LLC, \$2,822.04; U.S. BANK, \$53,829.41; UPPER ARK VALLEY FOP #43, \$1,625.00; VENES, REBECCA, \$30.00; VERIZON WIRELESS, \$6,499.35; WALMART COMMUNITY BRC, \$401.34; WASTE MANAGEMENT, \$927.28; WELCH, JENNIFER, \$750.00; WOOD GROUP PLC, \$5,678.50; WORLD FUEL SERVICES INC., \$7,054.33; YOUNG INNOVATIONS, \$1,413.94;

\$1,360,418.18

GREGORY W. FELT, CHAIRMAN

Published in The Mountain Mail March 19, 2021

PUBLIC NOTICE PURSUANT TO THE MARIJUANA LAWS OF COLORADO

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LOCAL LICENSING AUTHORITY

Erin Kelley, City Clerk

Premises Posted: March 25, 2021

Published in The Mountain Mail March 19,

PUBLIC NOTICE Vendor Publication Report City of Salida, CO Payment Date Range: 02/01/2021 - 02/28/2021

Vendor Name, Total Payments

4 Rivers Holdings, LLC, 2204.10; ACA Products, Inc., 1877.03; Accent USA, Inc., 730.00; Agricultural Consultants, Inc., 494.00; Amazon Capital Services, Inc., 423.45; American Health Holding, Inc., 10.55; American Red Cross, 80.00; Amilia Technologies USA Inc., 537.87; Arkansas Valley Publishing Company, 723.36; Atmos Energy Corporation, 412.41; Auto Chlor System of Colorado, 125.00; Automatic Data Processing, Inc, 3065.56; AutoZone, 781.84; Avalanche Excavating, Inc., 48343.30; Axon Enterprise, Inc, 12342.00; Badger Meter Inc, 13101.74; Ben Hall, 125.00; BoundTree Medical, 586.55; Brandon Waugh, 4286.43; Broadcast Music, Inc, 194.60; Business Solutions Leasing, 1371.00; C.S. Collins Inc., 204.54; Caleb Carr, 53.00; Capital One Public Funding, LLC, 7427.00; Carol Babcock, 175.00; Celco Partnership, 780.56; CenturyLink, 1433.13; Cesare, Inc, 3089.20; Chaffee County Commissioners, 17720.56; Chaffee County Sheriff's Office, 4947.50; Chaffee County Telecom, LLC, 1930.38; Charter Communications Holdings, LLC, 263.22; Chelf Lumber Co., Inc., 33.14; Cheryl Hardy-Moore, 1700.00; Chris Dwyer, 106.00; Cintas Corporation No. 2, 492.33; City of Salida, 2891.47; Clarion Associates LLC, 1700.00; Clear Advantage Glass, LLC, 693.25; Colonial Life, 325.04; Colorado Communities for Climate Action, 5000.00; Colorado Department of Revenue, 50.00; Colorado Department of Transportation, 7224.38; Colorado Division of Fire Prevention and Control, 20.00; Colorado Employer Benefit Trust, 101170.20; Colorado Firefighter Heart and Cancer Benefits Trust, 163.65; Colorado Intergovernmental Risk Sharing Agency, 979.50; Communications and Electronic Solutions Inc, 60.00; Consolidated Communications Network of Colorado, 100.00; Crabtree Group, Inc., 600.00; Crawford Auto Parts Inc., 503.98; Cummins Inc., 1125.00; Dan Ogden

SGS North America Inc, 1873.54; Share Corporation, 316.59; Sibyl Teague, 368.00; Simplifile, LC, 97.00; Slate Communications, 4750.00; Sol Haven Development Partners, LLC, 2502.01; Southeastern Colorado Water Conservancy District, 659.72; Staples Contract & Commercial Inc, 1298.57; Stryker Sales Corporation, 29.44; Sydney Schieren, 4138.75; Tammy Michelle Kavanagh, 104.00; Ted D Miller Associates, Inc, 572.00; The Lincoln National Life Insurance Company, 7491.75; The Sherwin-Williams Co., 313.54; Trillium HoldCo LLC, 4845.13; Two Red Bikes LLC, 580.75; Uline Inc., 27.00; US Postmaster, 1238.32; USA Blue Book, 445.55; Utility Notification Center of Colorado, 92.40; Vermeer Sales & Services of Colo, Inc, 464.55; VISA, 4410.93; Walmart Community Commercial Credit, 948.23; Waste Management of Colorado, Inc., 626.84; Wear Parts & Equip Co., Inc., 286.62; Western Slope Fire & Safety Inc, 320.00; Winsupply of Salida, 22.35; Witmer Public Safety Group, Inc., 486.58; Y & K Excavation, Inc., 14895.00;

\$962,917.66

Payroll Expenditure: February 2021,

\$417,579.92

Total February Expenditures: \$1,380,497.58
Published in The Mountain Mail March 19, 2021

PUBLIC NOTICE

County Court
Chaffee County, Colorado
Court Address: 142 Crestone Ave.,
Salida, CO 81201

In the Matter of the Petition of:

Zachary Evan Dunlop

Adult

For a Change of Name to:

Zachary Evan Dunasta

Case Number: 21C16

Division Courtroom

PUBLIC NOTICE OF PETITION FOR CHANGE OF NAME

Public Notice is given on March 1, 2021 that a Petition for a Change of Name of an Adult has been filed with the Chaffee County Court. The Petition requests that the name of Zachary Evan Dunlop be changed to Zachary



COMMERCIAL LEASE

THIS LEASE, is made and entered into this 25 day of February, 2021 by and between Girasoles Inc., as Landlord, and PG Retail I, LLC, as Tenant;

1. Premises. In consideration of the payment of the rent hereinafter provided for and the keeping and performance of the covenants and agreements of the Tenant hereinafter set forth, the Landlord hereby leases unto the Tenant the South Eastern One Thousand Eight Hundred (1800) sq. ft. of the premises located at 7595 West Highway 50, Salida Colorado 81201, in the City and County of Chaffee, State of Colorado (the "Premises").

2. Term. Tenant may have and hold the Premises with all the appurtenances for a term of five (5) years, commencing at twelve o'clock noon on March 1, 2021, and terminating at twelve o'clock noon on February 28, 2026, unless the term hereby demised shall be sooner terminated as hereinafter provided. Tenant may, at Tenant's sole discretion, renew the Lease term for up to two (2) additional renewal terms of one year each, under the same conditions contained herein, upon written notice to Landlord at least sixty (60) days prior to the expiration of the Term or any renewal Term.

3. Rent. Tenant shall pay to Landlord, as rent for the full term hereunder for the Premises, the sum of [REDACTED] payable in monthly installments on the first day of each month of One [REDACTED] increments each year after that. The term of this lease is sixty (60) months. [See Exhibit A-Rental Installments]. Installments of rent shall be payable in advance and without notice at the office of the Landlord at 7595 W. Highway 50, Salida, CO 81201, or at such other place as Landlord from time to time designates in writing. Notwithstanding the foregoing, the first installment of rent payable hereunder shall be payable by Tenant concurrently with execution of this Lease.

4. Utility Charges. It is agreed that in addition to any other sums to be paid by Tenant, all assessments for water and sewer rents that may be levied against the Premises during the term or continuance of this Lease shall be paid by Tenant and that all charges for electricity, heating, lighting, gas, cleaning, refuse disposal and telephone and internet services to the Premises shall be paid by the Tenant, as the same become due and payable.

5. Injury or Damage. Landlord shall not be responsible to the Tenant for loss of property in or from the Premises, or for any damage done to furniture, fixtures or effects therein, however occurring, nor shall the Landlord be liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, or accident occurring in or to the Premises or adjacent premises,

or other parts of the above Premises than herein demised, or by reason of the negligence or default of the owners or occupants thereof, or any other person, nor liable for any injury or damage occasioned by defective electrical wiring or the breakage or stoppage of the plumbing or sewerage upon the Premises or upon adjacent premises, whether such breakage or stoppage results from freezing or otherwise.

6. Inspection. Landlord or its agents shall have the right at any time to enter the Premises to examine the same, or to make such repairs as it may deem necessary or proper for the safety, improvement, or preservation thereof.

7. Alterations. Only upon prior written approval of Landlord, is Tenant authorized to make changes or alterations to the Premises, provided that no change or alteration shall impair the structural soundness or diminish the value of the building on the Premises. All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in material compliance with the building, zoning and other laws, ordinances, rules, orders, regulations and requirements of all federal, state and municipal governments and the appropriate departments, boards and officers thereof.

It is anticipated as part of this Lease that Tenant intends to make the alteration(s) described in Exhibit B attached hereto and made part of this Lease.

8. Fixtures. Any alterations made in the building located on the Premises (the "Building") by the Tenant and any equipment or fixtures built into the Premises by the Tenant shall upon the termination of this Lease be removed from the Premises by Tenant. Any repairs required as a result of such removal shall be paid by Tenant.

9. Use. It is understood and agreed that the primary business to be conducted from the Premises shall be a Retail and/or Medical Marijuana Dispensary and a Hemp and/or CBD retail location. Tenant shall not use the Premises for any other purposes, without the prior written consent of Landlord, which consent may be withheld at the sole discretion of Landlord. Tenant also agrees not to conduct or to permit to be conducted upon the Premises any business or any act which is contrary to or in violation of the laws of the State of Colorado or of any ordinances, regulations, or orders of any municipality or other public authority affecting the Premises.

10. Maintenance and Repair.

- a. Tenant's Obligation to Maintain and Repair. Tenant covenants to maintain, repair, replace and keep all exterior signage, lighting fixtures and HVAC systems, as well as the interior of the Building, and all improvements, fixtures and personal property therein, including, but not limited to, all restrooms, and all plumbing, electrical, HVAC and mechanical systems and fixtures, in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and

regulations of governmental authorities having jurisdiction; to pay all costs and expenses in connection therewith, including but not limited to the costs of bringing into and maintaining the Premises in compliance with the Americans with Disabilities Act of 1990, to the extent it applies to Tenants occupying the Premises; and to contract for the same in Tenant's own name. All maintenance and repairs by Tenant shall be done promptly, in a good and workmanlike fashion, and without diminishing the original quality of the Premises.

- b. Landlord's Obligation to Maintain and Repair. So long as Tenant is not in default under the terms of this Lease, Landlord covenants and agrees to maintain and keep the exterior walls and roof of the Building (excluding glass, signage, doors, exterior HVAC systems, and lighting), and the driveways and sidewalks located on the Premises, in good, safe and sanitary condition in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction.
- c. No Abatement for Repairs. There shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord, by reason or inconvenience, annoyance or injury to, or interruption of business, arising from Landlord, Tenant or others making any repairs, restorations, replacements, alterations, additions or improvements in or to any portion of the Building or the Premises, or in or to fixtures, appurtenances or equipment thereof.

11. Landlord's Services. Landlord has furnished the following utility connections:

- a. Subject to Section 4 above, only electricity, gas, telephone and water connections to the Premises. Tenant is responsible, according to Section 4 above, for payment of all electricity, gas, refuse disposal, telephone and internet charges.

12. Other Covenants of Tenant.

- a. Compliance with Insurance Requirements. Tenant covenants and agrees that nothing shall be done or kept on the Premises which might impair or increase the cost of insurance maintained with respect to the Premises, which might increase the insured risks, or which might result in cancellation of any such insurance.
- b. No Waste or Impairment of Value. Tenant covenants and agrees that nothing shall be done or kept on the Premises which might impair the value of the Premises or which would constitute waste.
- c. Use of Premises. Tenant covenants and agrees to use the Premises for the sale of recreational and medical Marijuana and the sale of Hemp and/or CBD products and

to use the premises in a careful, safe and proper manner and in compliance with the laws of the State of Colorado and the City of Salida.

- d. No Unsightliness. Tenant covenants and agrees that no unsightliness shall be permitted on the Premises, which is visible from any adjacent or nearby property. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the Premises; no refuse, scrap, debris, garbage, trash, bulk materials, used automobile parts, or waste shall be kept, stored or allowed to accumulate on the Premises except as may be enclosed within the Premises.
- e. Environmental Compliance and Indemnity. Tenant covenants and agrees to conduct its business and operations on and from the Premises in accordance with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives including, but not limited to, the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and state law counterparts, and any amendments thereto, including, without limitation, the Colorado Hazardous Waste Management Act, C.R.S. § 25-15-101 et seq, and not to cause, suffer or permit any damage or impairment to the health, safety or comfort of any person or to the environment at or on the Premises and surrounding property, including, but not limited to, damage or threatened damage to the soil, surface or ground water resources at the Premises and surrounding property or any condition constituting a nuisance or causing a violation of or resulting in liability under any state, federal or local law, regulation or ordinance. The foregoing obligations of Tenant shall hereinafter collectively be referred to as the "Environmental Obligations." In the event of any violation of, or failure to comply with, any of the Environmental Obligations, Tenant agrees, at its sole cost and expense, promptly to remedy and correct such violation or failure, including all required or appropriate clean up, clean up-related activities and all other appropriate remedial action. Tenant covenants and agrees to protect, indemnify and save Landlord harmless from and against any and all liability, obligations, claims, including administrative claims and claims for injunctive relief, loss, cost, damage, expense or liability, including without limitation, any liability arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, plus reasonable attorney fees, incurred by or asserted against Landlord resulting from any failure to comply with the provisions of this Section 12(e). Landlord shall have the right to defend itself in any action, suit or proceeding commenced against Landlord as a result of Tenant's violation of or failure to comply with the provision of this Section 12(e), with attorneys and, as necessary, technical consultants chosen by Landlord, and Tenant agrees to pay to Landlord all reasonable attorney fees, consultant fees, and other costs in connection therewith incurred by Landlord. The provisions of this Section 12(e) shall survive the expiration or termination of this Lease.

f. Restrictions on Signs. Tenant covenants and agrees that no signs or advertising devices of any nature shall be erected or maintained by or on behalf of Tenant on the Premises unless such shall be (i) in compliance with approved signage requirements of Landlord, (ii) and in compliance with all zoning or other applicable regulations of any governmental body or authority having jurisdiction thereof.

g. Taxes.

i. Tenant's Taxes. During the term of this Lease, Tenant shall pay in full, as and when the same become due and payable, all personal and business property taxes levied on or with respect to Tenant's personal property located in or used in connection with the operation of Tenant's business on the Premises.

ii. Real Property Taxes. Real property taxes and assessments payable with respect to the Premises for each lease year during the term of this Lease shall be paid by Tenant.

h. OFAC Compliance. Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the term of this Lease (including any further extensions or renewals) remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto.

13. Condition of the Premises. The taking of possession of the Premises by the Tenant shall be conclusive evidence as against the Tenant that the Premises were in satisfactory condition when possession of the same was taken. Tenant shall be permitted to make a final walk-through inspection of the Premises prior to it taking possession thereof.

14. Common Areas. Subject to the terms of this Lease, Tenant, and its employees, agents, guests and invitees, shall have a non-exclusive right of ingress and egress to and from the Premises over and across any portion of the Landlord's Adjacent Property.

15. Parking. During the term of this Lease, Landlord shall provide to Tenant that number of parking spaces which are required to be provided with respect to the Premises pursuant to the applicable

zoning regulations of the City of Salida and County of Chaffee, Colorado. Such parking spaces shall be for the non-exclusive use of Tenant and its employees, agents, guests and invitees.

16. Security Deposit. Tenant, at the time of execution of this Lease, shall deposit with Landlord a damage deposit in the [REDACTED] plus the first month's rent of [REDACTED] plus the last month's rent of [REDACTED] [Total Security Deposit is [REDACTED] [REDACTED] as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provision related to the payment of rent, Landlord may, if such default is not corrected within five (5) days of written notice to Tenant, use, apply or retain all or any part of this security deposit for the payment of any rent or an any sum in default, or for the payment of any other amount which the Landlord may spend or become obligated to spend by reasons of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall within five (5) days after written demand thereof deposit cash with Landlord in an amount sufficient to restore the security deposit to the original amount and Tenant's failure to do so shall be a material breach of this Lease. Said deposit shall not be considered liquidated damages and if claims of Landlord exceed said deposit, Tenant shall remain liable for the balance of such claims. The Landlord shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it and if the Premises are clean and in good operating condition, the security deposit or any balance thereof shall be returned to Tenant within sixty (60) days of the expiration of the Lease.

17. Termination. If at any time during the term of this lease, Tenant's license to operate a retail recreational and/or medical Marijuana Dispensary or Hemp and/or CBD retail location, is revoked by any governmental licensing authority, this lease shall immediately terminate and Landlord shall retain the pre-paid security deposit and all other sums paid to Landlord, including all rents paid by Tenant.

18. Condemnation. If the whole or a substantial part of the Premises shall be taken for any public or quasi-public use, under any statute or right of eminent domain or purchase by the governmental authority in lieu of or under threat of any such taking, then when possession shall be taken of the Premises, or any part thereof, the term herein demised and all rights of the Tenant hereunder shall immediately cease and terminate, and the rent shall be adjusted as of the time of such termination.

19. Casualty. If during the continuance of this Lease or the term(s) herein described, the Premises shall be so injured by fire or other casualty not arising from the fault or negligence of the Tenant, or those in its employ, so that the Premises shall thereby be rendered unfit for use or occupation, then and in such case the rent herein reserved or a proportionate part thereof as determined by a written agreement between the parties to this Lease or if no such agreement can be made, then by a Court of Competent Jurisdiction located in Chaffee County, Colorado, according to the nature and extent of the injury which has been sustained, shall be abated until the Premises shall have been duly repaired

and restored, which work or repair and restoration shall be done with all reasonable diligence. In case the Building shall be substantially destroyed so that the Premises cannot be repaired and restored within sixty days, it shall then be optional to either party to cancel this Lease and end the term hereof, and in case of such cancellation the rent shall be paid to the date of such fire or other casualty and all further obligations upon the part of either party hereto shall cease and the estate hereby created shall thereupon terminate.

20. Assignment. The Tenant may not assign this Lease to any purchaser of all or substantially all of Tenant's assets without the prior written approval of Landlord. Upon any assignment approved by Landlord in writing, such assignee shall be bound by all the terms and conditions of this Lease.

21. Insolvency. It is further agreed between the parties hereto that if the Tenant shall be declared insolvent or bankrupt, or if any assignment of the Tenant's property shall be made for the benefit of creditors or otherwise, or if the Tenant's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or a Trustee in Bankruptcy or a receiver be appointed for the property of the Tenant, whether under the operation of the state or the federal statutes, then and in any such case, the Landlord may at its option immediately, with or without notice (notice being expressly waived), terminate this Lease and immediately retake possession of the Premises without the same working any forfeiture of the obligations of the Tenant hereunder.

22. Tenant's Default. The Tenant will observe and perform in all things the conditions and agreements herein set forth to be observed and performed by the Tenant, and if default be made by the Tenant in payment of said rent, or in any installment or part thereof, or if default in performance of other conditions and agreements be made by the Tenant, and such non-monetary default shall continue for a period of ten days after written notice of such default be given by the Landlord to the Tenant, then in either case, in addition to any other remedy Landlord may have against Tenant, it shall be lawful for the Landlord to terminate Tenant's right to possession under this Lease, and to re-enter and repossess the Premises, and to remove therefrom any personal property belonging to the Tenant, without prejudice to any claim for rent or for the breach of covenants hereof.

23. Abandonment and/or Default. If the Tenant shall abandon or vacate the Premises before the end of the term of this Lease or shall suffer the rent to be in arrears, or if Tenant is otherwise in default under this Lease, the Landlord may, at its option and without notice, enter the Premises, remove any sign of the Tenant therefrom and re-let the same or any part thereof as it may see fit without retaking, voiding, or terminating this Lease, and for the purpose of such re-letting, the Landlord is authorized to make any repairs, changes, alterations, or additions in or to the Premises as may be necessary or desirable, in the opinion of the Landlord, for the purpose of such re-letting, and, if a sum shall not be realized from such re-letting to equal the monthly rental above stipulated to be paid by the Tenant, the Tenant will pay such deficiency each month upon demand therefor. Landlord shall not be required to relet the subject Premises in order for Tenant to be liable for continuing obligations under the Lease, in the event that the Tenant violates any of the terms and conditions hereof.

24. Lien. The Landlord shall have at all times a valid lien for all rentals due hereunder from the Tenant upon all of the personal property of the Tenant situate in the Premises and said property shall not be removed therefrom without the consent of the Landlord until all arrearages in rent shall have first been paid and discharged.

25. Remedies Cumulative. No reference to nor exercise of any specific right or remedy by Landlord shall prejudice or preclude Landlord from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but Landlord may from time to time exercise any one or more of such remedies independently or in combination.

26. Condition of Premises at End of Term. The Tenant agrees to deliver up and surrender to the Landlord possession of the Premises at the expiration or termination of this Lease, by lapse of time or otherwise, in as good repair as the Tenant obtained the same at the commencement of said term, excepting only ordinary wear and tear.

27. Holding Over. It is mutually agreed that if, after the expiration of this Lease, the Tenant shall remain in possession of the Premises, without a written agreement as to such holding, then such holding over shall be deemed and taken to be a holding upon a tenancy from month to month at a monthly rental equal to the monthly rental last payable hereunder, payable in advance on the first day of each calendar month. Any month-to-month tenancy or tenancy at sufferance hereunder shall be subject to all other terms and conditions of this Lease and nothing contained in this Section 27 shall be construed to alter or impair any of Landlord's rights of re-entry or eviction or constitute a waiver thereof.

28. No Waiver. No waiver of any breach of any one or more of the conditions or covenants of the Lease by the Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder. The failure of the Landlord to insist upon the strict performance of the terms, covenants, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Landlord's right to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. The Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreement, or warranties, except such as are expressed herein.

29. Insurance. During the term of this Lease, Tenant shall:

- a. be responsible for obtaining and keeping current, property, casualty and fire insurance in an amount sufficient to fully cover Tenant's improvements, fixtures and property in the Premises which are not owned by Landlord and Landlord shall have no responsibility to obtain such insurance; and

- b. maintain at its own expense, liability insurance, with Landlord named as an additional insured, against claims for death, personal injury and property damage in or about the Premises, in an amount not less than \$1,000,000.00 for death, illness or injury to one or more persons, and \$1,000,000.00 for property damage, in respect of each occurrence.

Policies for such insurance shall be in a form and with an insurer reasonably acceptable to Landlord, shall require at least fifteen (15) days written notice to Landlord of termination or material alteration during the term of this Lease, and shall waive any right of subrogation against Landlord and all individuals and entities for whom Landlord is responsible in law. Tenant shall deliver to Landlord, on the commencement date of the term of this Lease and on each anniversary thereof, certified copies or other evidence of such policies, or other evidence satisfactory to Landlord that all premiums thereof have been paid and that the policies are in full force and effect.

30. Successors. The covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns, except as expressly otherwise hereinbefore provided.

31. Contingency. This Lease shall be contingent upon Tenant's ability to obtain at its own expense any and all appropriate permits and licenses necessary or required for Tenant to establish and operate a medical and retail marijuana dispensary, including, without limitation, a medical marijuana dispensary license, from the City of Salida and the State of Colorado. Tenant shall provide Landlord within fifteen (15) days of acquiring such permits and licenses, a full and complete copy of the same ("Government Approvals"). If Tenant fails to obtain any and all Government Approvals, then any and all of Landlord's past, existing, and future obligations to Tenant will cease immediately and Landlord may require Tenant to return to Landlord, immediately, possession of the Premises. In the event Tenant is unable to obtain all Governmental Approvals before occupying the Premises, then Landlord shall retain the first and last months' rent but return the security deposit to Tenant. However, if Tenant has begun occupying the Premises or proceeded to begin the anticipated alterations described in Section 7. and Exhibit B, before the Governmental Approvals have been obtained, and Tenant fails to obtain the Governmental Approvals, then Landlord shall retain the security deposit in addition to all other sums paid to Landlord.

32. General Provisions:

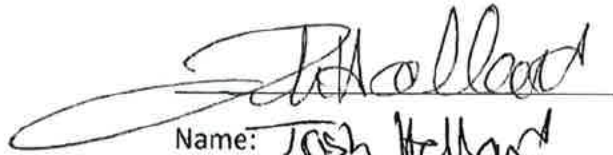
- a. Attorney Fees. In the event of a default by either party under the terms of this Lease, then the non-defaulting party shall be entitled to reimbursement of all reasonable costs incurred in efforts to enforce the terms of this Lease and/or collect monies owed under the Lease, including but not limited to the non-defaulting party's reasonable attorney fees.

- b. Late Charges. In the event Tenant fails to timely pay any installment of monies as required under this Lease, then and in such event Landlord shall be entitled to collect a late fee [REDACTED] for any installment not paid within five days of the due date until such payment is made.
- c. Memorandum of Lease. Tenant agrees, from time to time, to complete and execute a memorandum of lease for filing with the Department of Revenue, State of Colorado, in compliance with C.R.S. Sections 39-22-604, 39-26-117, and 39-26-205, or similar laws.
- d. Brokerage Fees. Landlord shall have no liability for any brokerage or finder's fees as a result of entering into this Lease.
- e. Time of the Essence. The parties hereto agree that time is of the essence of this Lease.
- f. Landlord's Assignment. Landlord may, without notice, assign this Lease in whole or in part. Any such assignment shall operate to release Landlord from liability from and after the effective date thereof upon all of the covenants, terms and conditions of this lease, express or implied, and Tenant shall thereafter look solely to Landlord's successor in interest in and to this Lease. This Lease shall not be affected by any such assignment, and Tenant shall attorn to Landlord's successor in interest thereunder.
- g. Estoppel. Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior notice from Landlord, execute, acknowledge and deliver a written statement ratifying this Lease and certifying any information concerning Tenant's lease and occupancy of the Premises reasonably required by Landlord.
- h. Payment of Rent: in General. All amounts payable by Tenant to Landlord under this Lease shall be deemed to be rent and shall be payable and recoverable as rent in the manner herein provided, and Landlord shall have all rights against Tenant for default in any such payment as in the case of arrears of rent.

*****Signature Page to Follow*****

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LANDLORD:



Name: Josh Holland
Los Frescos

2/25/2021

Date:

TENANT:



Name: PG Retail I, LLC
William Scott Boatman
Owner

2/25/2021

Date:

EXHIBIT A - RENTAL INSTALLMENTS

Year 1 - 2021

[REDACTED]

Year 2 - 2022

[REDACTED]

Year 3 - 2023

[REDACTED]

Year 4 - 2024

[REDACTED]

Year 5 - 2025

[REDACTED]

TOTAL: [REDACTED]

60 month lease

EXHIBIT B -- ANTICIPATED ALTERATION

Tenants are researching exterior glass enclosure walls and doors on the east and south facing patio areas to gain more square footage for the Premises. A final draft must be approved by the landlord before any changes are made or any construction commenced.

Tenants have agreed to pay for said glass enclosure, and a reduction in rent will be negotiated for the portion of the structure which benefits Landlord's restaurant entrance.



COLORADO
Department of Revenue
Enforcement Division – Marijuana

Marijuana Enforcement Division Report of Changes Application

Marijuana Enforcement Division

Can You Submit One Report of Changes Application for Multiple Business Licenses?

Please note a separate application and fee is required for each application type (MOP, COTN, COL).

In an ongoing effort to streamline business efficiencies for marijuana licensees, the Marijuana Enforcement Division has updated the **Report of Changes Application (Change of Trade Name, Change of Location, Modification of Premises)** to permit a licensee to submit one application for multiple marijuana business licenses (medical or retail) operating under one legal business entity name. **It's important to note that this singular submission option applies to:**

1. Marijuana licenses operating under one legal business entity name;
2. Applications for which all the information provided equally applies to all the marijuana licenses noted in the singular application.

All Report of Changes Applications	
Does your change (of trade name, location, or modification) apply to licenses operating under one legal business entity name?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Change of Trade Name	
Is the proposed trade name the same for all licenses?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Change of Location	
Is the proposed new physical address the same for all licenses?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Modification of Premises	
Are the licenses at the exact same physical address?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are all proposed modifications for the licenses at this address included in the "Description of Changes"?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If you answered YES to all questions that apply to your change, you may be able to submit one Report of Changes application for all licenses affected by the change.

Please note MED staff cannot advise with certainty regarding the number of applications required for a report of changes without first initiating an investigation.

The MED will accept **complete** applications as they are submitted. Note fees for multiple application submissions may not be refundable. Further, if you submit one application that in fact requires separate application submissions, the assigned investigator will contact you and inform of the need to submit additional applications, which may delay any further review and processing of your changes.

Marijuana Enforcement Division Report of Changes

(Keep a copy of this application for your records)

License Number(s) (All Answers Must Be Printed Legibly or Typewritten)			
402R-00241			
1. Legal Business Name			
PG Retail I, LLC			
2. Current Business Address			
230 West 16th Street, Unit C			
City	State	ZIP	
Salida	CO	81201	
3. Primary Contact Person for Business		Primary Contact Phone Number	
Georgeann Craig		719-362-1024	
Title			
COO			
4. Mailing Address for Business			
7800 County Road 152			
City	State	ZIP	
Salida	CO	81201	
Primary Contact Email			
gcraig@puregreens.com			
1. Change Trade Name			
Change of Trade Name / DBA only (Attach the following supporting documents)			
1. Copy of Change of Trade Name or Amendment filed with the Colorado Secretary of State			
2. Copy of new Trade Name registration			
Old Trade Name			
NA			
New Trade Name			
NA			
COTN - Oath of Applicant			
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.			
Printed Last Name of Owner/Principal	First Name	Full Middle Name	
Title			Date
Signature of Owner/Principal			
Pursuant to 44-10-305(4) prior to submitting an application for a license, registration or permit, the applicant needs to be aware that having a medical marijuana or retail marijuana license and working in the medical marijuana or retail marijuana industry may have adverse federal immigration consequences.			

Colorado Marijuana Enforcement Division**Report of Changes Application Instructions****APPLICATION CHECKLIST**

(Please refer to fee schedule on the website—www.colorado.gov/revenue/med)

☐ **1 Types of Changes**

(refer to previous page for guidance on multiple licenses on one application)

A separate application packet must be submitted for each license affected by the change. Check the appropriate box below and proceed to the next page. **INCLUDE ALL ATTACHMENTS.**

- ☐ 1) **To Change Trade Name (COTN):** Complete the COTN section on page 1.
Submit a copy of the New Trade Name registration (from the Secretary of State's Office).
- ☒ 2) **To Change Location (COL):** Complete the COL section on page 2 of the application.
Include any required documentation.
- ☐ 3) **To Modify Premises (MOP):** Complete page 3 of the application.
Include any required documentation.

☐ **2 Application Submittal**

Bring in or mail in application (check or money order only if mailed) and all attachments and requisite fees to:

Marijuana Enforcement Division
1707 Cole Blvd., Suite 300
Lakewood, CO 80401

NOTE: Incomplete applications will not be processed. Applicants must collect the incomplete application and fees (including those mailed in or delivered via courier), from the Lakewood Office prior to the end of the next business day.

2. Change of Location - Local Licensing conditional approval must be provided prior to MED approval. Per Rule 2-255

(Note: Licensees may not move their licensed premises until approved by state and local authorities.)

A. Address of current premises

Address

230 West 16th Street, Unit C

City	Salida	County	Chaffee	ZIP	81201
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B. Address of proposed new premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address

7595 West Highway 50

City	Salida	County	Chaffee	ZIP	81201
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C. New Mailing Address if Applicable.

Address

7800 County Road 152

City	Salida	County	Chaffee	ZIP	81201
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D. Attach detailed diagram of the premises and include a separate security drawing (Diagrams to be single-sided on 8.5x11 inch paper, preferably in color).

E. Is this change of location intended to collapse a retail or medical cultivation with another? If so, please identify the license collapsing into.

No

F. One complete original COL application packet + one complete copy of the same is required.


G. Will the proposed change result in the licensed premises now being located within 1000 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?
(If yes, explain in detail, describe any exemptions that apply and provide a copy of the exemption or local ordinance)

☐ Yes ☒ No**COL - Oath of Applicant**

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Printed Last Name of Owner/Principal Boatman	First Name William	Full Middle Name Scott
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Title Owner	Date 3/3/2021
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Signature of Owner/Principal **Report and Approval of Local Licensing Authority (City / County)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Article 10, C.R.S., as amended. **Therefore, this application is approved. (Provide local stamp/seal on this page for proof of approval with signature).**

Printed Name of Local Licensing Rep

Local Licensing Authority (City or County) City of Salida	Date Filed With Local Authority
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Title	Date
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Signature of Local Licensing Representative

3. Modification of Premises - Local Licensing conditional approval must be provided prior to MED approval. Per Rule 2-260

(Note: Licensees may not modify their licensed premises until approved by state and local authorities.)

A. Describe change proposal in detail. NOTE: "Complete remodel" or "See floor plans" will not be accepted.

B. Will the proposed change result in the licensed premises now being located within 1000 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

☐ Yes ☐ No

(If yes, explain in detail, describe any exemptions that apply and provide a copy of the exemption or local ordinance)

C. Attach a diagram of the current licensed premises and a **separate diagram of the proposed changes** for the licensed premises including security equipment locations.

D. Attach REVISED lease, only if it was revised due to the modification.

E. Attach proof of Landlord consent for modification (This may be the revised lease).

MOP - Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Printed Last Name of Owner/Principal

First Name

Full Middle Name

Title

Date

Signature of Owner/Principal

Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Article 10, C.R.S. , as amended. **Therefore, this application is approved. (Provide local stamp/seal on this page for proof of approval with signature).**

Printed Name of Local Licensing Rep

Local Licensing Authority (City or County)

Date Filed With Local Authority

Title

Date

Signature of Local Licensing Representative

AFFIRMATION AND CONSENT RE: USE OF PROPERTY FOR MARIJUANA ESTABLISHMENT

As the owner or authorized agent of the property located at: 7595 West Highway 50, Salida Colorado 81201, I hereby consent to the use of said property for the purpose of conducting a marijuana establishment so long as said use is authorized under and in accordance with applicable state and local laws.

I understand that the lessee must operate the establishment on the property described above under the provisions of the Salida Municipal Code, State of Colorado Marijuana Regulations and any other applicable state or local regulations. I further understand that operating a marijuana establishment does not provide any exception, defense, or immunity to any person in regard to any potential criminal liability the person may have for the distribution or possession of marijuana on the property described above.

Property Owner or Authorized Agent:

Irish Octavia Holland 719-221-8839
First Name Middle Name Last Name Phone Number

Property Owner or Authorized Agent Signature: [Signature]

Date: 2/25/2021

State of Colorado)
) SS
County of Chaffee)

BRITTANY A COLLINS
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20174040579
My Commission Expires 9/28/2021

Subscribed and sworn before me on this 25th day of February, 2021, by Trish Holland.

[Signature]

Notary Public

My commission expires: 9/28/2021

[SEAL]