



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

LU18-000008
Pre-Application Meeting Date _____
Fees 400.00 Date Pd 2-9-18

Land Use Application

PART 1 - APPLICANT INFORMATION

Applicant Name: Pa.C express Phone: 970.963.14669
Applicant Address: 615 Buggy Ct Carbondale CO 81623
E-mail: Kmcquillen@weissercompanies.com
Owner Name: Kelsey McQuillen Phone: 970.623.4474
Address: 910 county rd 240 Glenwood Springs CO 81601
E-mail: Same as above
Location of Property: provide street address and either 1) subdivision lot and block; or 2) metes and bounds:

PART 2 - PROJECT DESCRIPTION

General project description:
adding additional license to facility

Size of Parcel: _____ # Dwelling Units: _____ Sq Ftg 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] _____ Date 02-09-18
Applicant Signature Date

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

[Signature] 02-09-18 n/a
Owner Signature Date Owner Signature Date

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.

The above and foregoing document was acknowledged before me this 9th day of February 2018, by Kelsey Jo McQuillen

Witness my hand and official
My commission expires:

PATRICIA L LOPEZ
Notary Public
State of Colorado
Notary ID 19994024549
My Commission Expires Sep 1, 2019

[Signature]
Notary Public

BUSINESS LEASE

This Lease, dated the 1st day of November, 2013, is between 615 BUGGY CIRCLE, LLC. and CMED, LLC, Tenant.

In consideration of the payment of the rent and the performance of the covenants and agreements by the Tenant set forth herein, the Landlord does hereby lease to the Tenant the following described premises known as 615 Buggy Circle, Unit D, Carbondale, CO 81623.

Said premises, with all the appurtenances, are leased to the Tenant from the date of November 1, 2013 until the date of November 30, 2016 at and for a rental of \$6,530.00 per month, due on the first day of each calendar month during the term of this Lease, payable at 20155 NE 38 Court, Suite 201, Aventura, Florida, 33180, without notice.

THE TENANT, IN CONSIDERATION OF THE LEASING OF THE PREMISES AGREE AS FOLLOWS:

1. The Tenant shall pay the rent for the premises above-described.
2. The Tenant shall, at the expiration of this Lease, surrender the premises in as good a condition as when the Tenant originally entered the premises under its prior lease, ordinary wear and tear excepted. The Tenant shall keep all sidewalks on and around the premises free and clear of ice and snow; keep the entire exterior premises free from all litter, dirt, debris and obstructions; and keep the premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situated.
3. Landlord represents that the premises consist of approximately 3,000 square feet.
4. Tenant shall have the right at any time and from time to time during the term of this Lease to make changes and alterations in the premises provided that such changes are not structural in nature. Any change or alteration shall be made in good workmanlike manner and shall not create a zoning or building code violation. Tenant shall promptly pay for all changes and alterations and shall in no circumstance allow a lien to be placed upon the premises.
5. The Tenant shall not sublet any part of the premises, nor assign the Lease, or any interest therein, without the written consent of the Landlord, which consent shall not be unreasonably withheld.
6. The Tenant shall use the premises as a State licensed center for the growing and sale of medical marijuana and/or recreational marijuana and shall not use the premises for any purposes prohibited by the laws of the State of Colorado, or of the ordinances of the city or town in which said premises are located, and may use the premises for any other purpose permitted by the City of Carbondale and/or the State of Colorado, and shall neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.
7. The Tenant shall neither hold, nor attempt to hold, the Landlord, its agents, contractors and employees, liable for any injury, damage, claims or loss to person or property occasioned by any accident, condition or casualty to, upon or about the premises including, but not limited to, defective wiring, the breaking or stopping of the plumbing or sewage upon the premises, unless such accident, condition or casualty is directly caused by intentional or reckless acts or omissions of the Landlord. Notwithstanding any duty the Landlord may have hereunder to repair or maintain the premises, in the event that the improvements upon the premises are damaged by the negligent, reckless or intentional act or omission of the Tenant or any employees, agents, invitees, licensees or contractors, the Tenant shall bear the full cost of such repair or replacement. The Tenant shall hold Landlord, Landlord's agents and their respective successors and assigns, harmless and indemnified from all injury, loss, claims or

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damage to any person or property while on the demised premises or any other part of Landlord's property, or arising in any way out of Tenant's business, which is occasioned by an act or omission of tenant, its employees, agents, invitees, licensees or contractors. The Landlord is not responsible for any damage or destruction to the Tenant's personal property.

8. The Tenant shall allow the Landlord to enter upon the premises at any reasonable hour with a 24 hour advance notice and only in the company of the Tenant.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT AS FOLLOWS:

9. The Tenant shall be responsible for paying the following: Electric, Gas, Phone and Janitorial Services. The Landlord agrees to keep all the improvements upon the premises, including but not limited to, structural components, interior and exterior walls, floor, ceiling, roofs, sewer connections, plumbing, wiring and glass in good maintenance and repair at their expense. In the event the Landlord is responsible for repair of the premises, the Tenant shall be obliged to notify the Landlord of any condition upon the premises requiring repair and the Landlord shall be provided a reasonable time to accomplish said repair.
10. No assent, express or implied, to any breach or default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach or default.
11. If, after the expiration of this Lease, the Tenant shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenant shall be required as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this Lease and subject to all the terms and conditions of this Lease.
12. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so, and without terminating this Lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this Lease.
13. If the Tenant shall be in arrears in payment of any installment of rent, or any portion thereof, or in default of any other covenants or agreements set forth in this Lease, and the default remains uncorrected for a period of ten (10) days after the Landlord has given written notice thereof pursuant to applicable law, then the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation: (a) pursue breach of contract remedies; and/or (b) pursue any and all available remedies in law or equity. In the event possession is terminated by a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages, pursuant to applicable law (13-40-104(d.5)(e5) and 13-40-107.5, C.R.S.) which is incorporated by this reference.
14. If the property or the premises shall be destroyed in whole or in part by fire, the elements or other casualty and if, in the opinion of the Landlord, they cannot be repaired within forty-five (45) days from said injury and the Landlord informs the Tenant of said decision; or if the premises are damaged in any degree and the Landlord informs the Tenant it does not desire to repair same and desires to terminate this Lease: then this Lease shall terminate forty-five (45) days after the date of such injury. In the event of such termination, the Tenant shall surrender the possession of the premises and all rights therein to the Landlord, and Tenant shall not be liable for rent accruing subsequent to said event. The Landlord shall have the right to immediately enter and take possession of the premises and shall not be liable for any loss.

[Handwritten signature]

damage or injury to the property or person of the Tenant or occupancy of, in or upon the premises. If the Landlord repairs the premises within forty-five (45) days, this Lease shall continue in full force and effect and the Tenant shall not be required to pay rent for any portion of said forty-five (45) days during which the premises are wholly unfit for occupancy.

15. In the event any dispute arises concerning the terms of this Lease or the non-payment of any sums under this Lease, and the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorney's fees from the other party.
16. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Landlord hereunder, the Tenant waiving all right to any such payments.
17. This Lease is made with the express understanding and agreement that in the event the Tenant become insolvent, the Landlord may declare this Lease ended, and all rights of the Tenant hereunder shall terminate and cease.
18. Landlord covenants and agrees that Tenant upon paying the basic gross rent and utility charges herein provided for and so long as Tenant is observing and keeping the covenants, agreements and conditions of this lease on its part, Tenant shall lawfully and quietly hold, occupy and enjoy the demised premises during the term of this Lease without hindrance or molestation or termination by anyone claiming by, through or under Landlord.
19. Notwithstanding anything to the contrary, Tenant shall have a right to assign this Lease to a parent company or wholly owned subsidiary.
20. All notices shall be in writing and be personally delivered or sent by certified mail, return receipt requested or overnight delivery unless otherwise provided by law, to the respective parties, and shall be deemed received when delivered.

If to Landlord at: 615 Buggy Circle, LLC
20155 NE 38 Court, Suite 201
Aventura, FL 33180

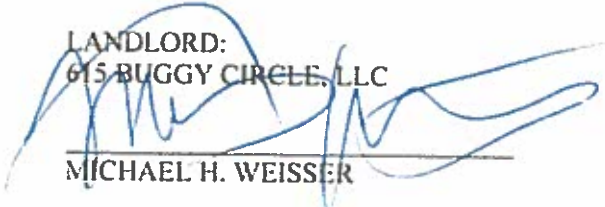
If to Tenant at: CMED, LLC
615 Buggy Circle
Carbondale, CO 81623

21. If any term or provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law.
22. This Lease shall only be modified by amendment signed by both parties.
23. This Lease shall be binding on the parties, their personal representatives, successors and assigns.
24. When used herein, the singular shall include the plural.
25. Tenant is granted an option to extend the Lease for an additional five year term with a rental increase of 3% from the prior year. Tenant shall exercise its option by giving Landlord notice at least sixty (60) days before the lease expires.
26. In the event Tenant is required by a Federal, State or local municipality to close its business at the premises, the Lease shall terminate as of the date specified in said notice.
27. The parties acknowledge that this Lease was executed with respect to a property located in the City of Carbondale, County of Garfield, State of Colorado, and the parties hereby designate Garfield County for purposes of venue.
28. Each party has had an opportunity to seek its own independent counsel and acknowledges that they understand all of the terms and conditions contained herein and that they believe that said Lease is fair and equitable and there shall be no negative inference drawn against the



preparer of the Lease.

LANDLORD:
615 BUGGY CIRCLE, LLC



MICHAEL H. WEISSER

TENANT:
CMED, LLC

BY 

MICHAEL H. WEISSER, Managing Member



LEASE EXTENSION

This Lease Extension made and entered into this 4th day of January, 2016 by and between 615 BUGGY CIRCLE, LLC, as Landlord, and CMED, LLC as Tenant

WHEREAS, Landlord and Tenant entered into a Lease dated November 1, 2013; and

WHEREAS, the parties wish to extend the term of said Lease.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The term of said Lease is hereby extended for a period of five years commencing December 1, 2016 and terminating on November 30, 2021.
2. Rent shall at the rate of \$6,700.00 for the first year, with annual 4% increases each year thereafter.
3. Tenant is hereby granted one five year extension of said Lease.
4. All other terms and conditions of the original Lease are hereby re-ratified and reconfirmed.

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

LANDLORD
615 BUGGY CIRCLE, LLC

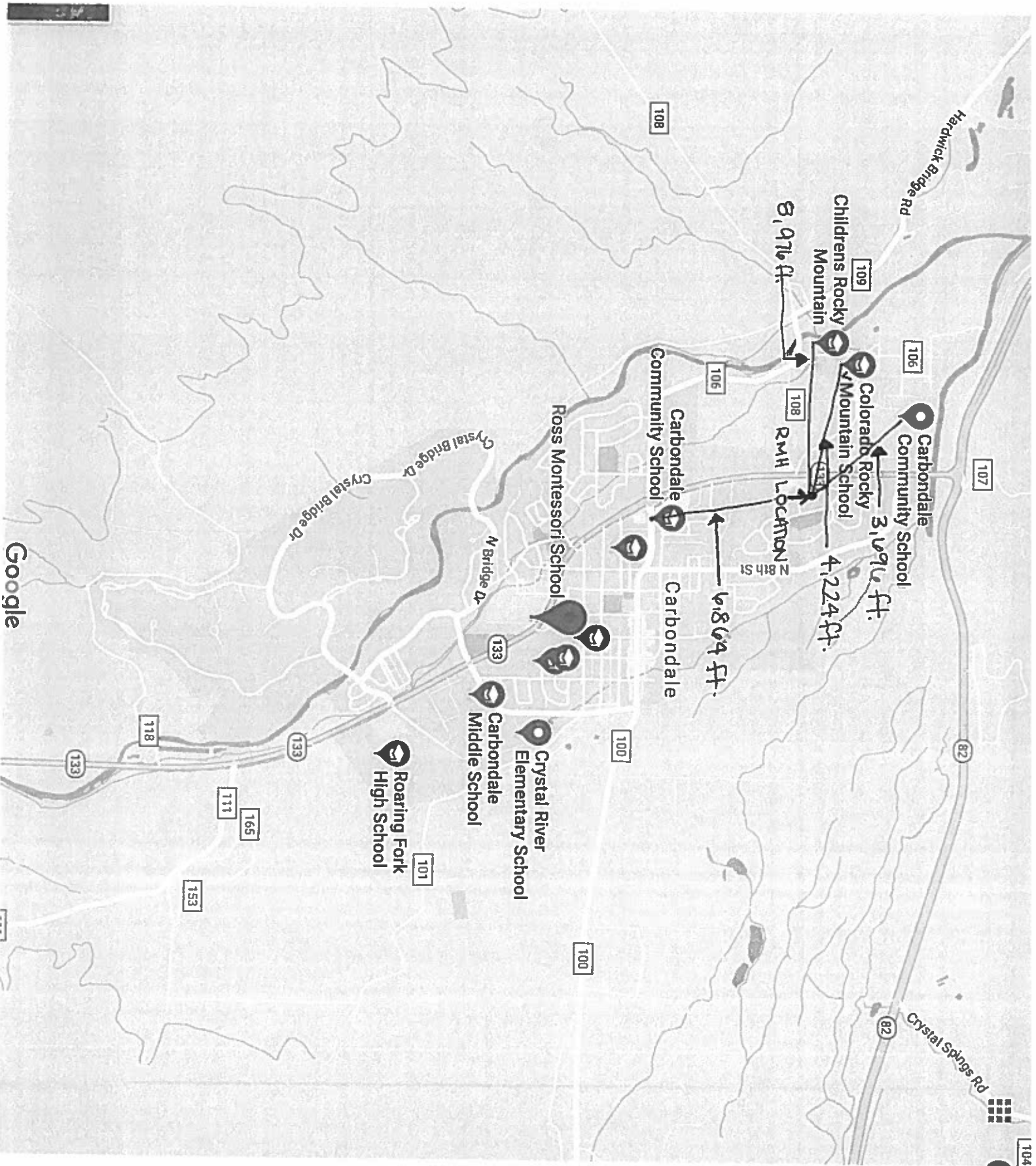
BY


Michael H. Weisser
Managing Member

TENANT
CMED, LLC

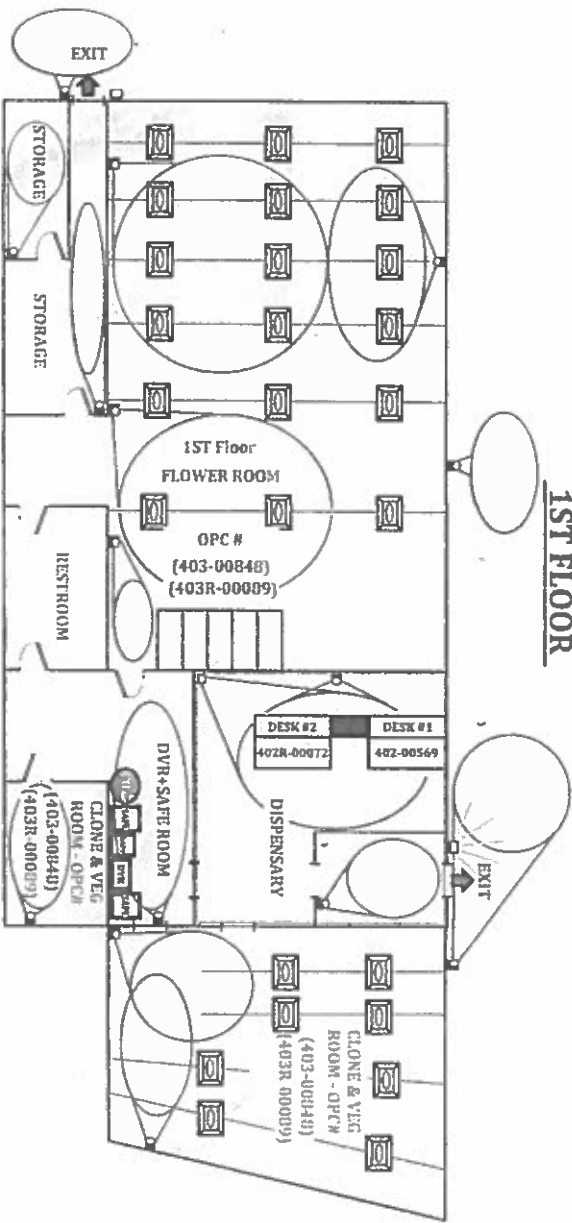
BY


Michael H. Weisser
Managing Member



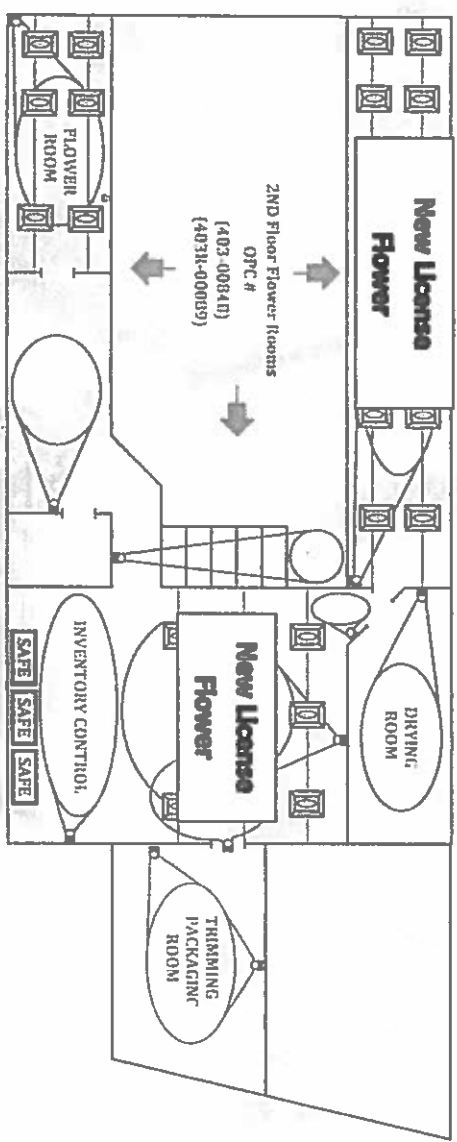
615 BUGGY CIRCLE, CARBONDALE, CO 81623

1ST FLOOR

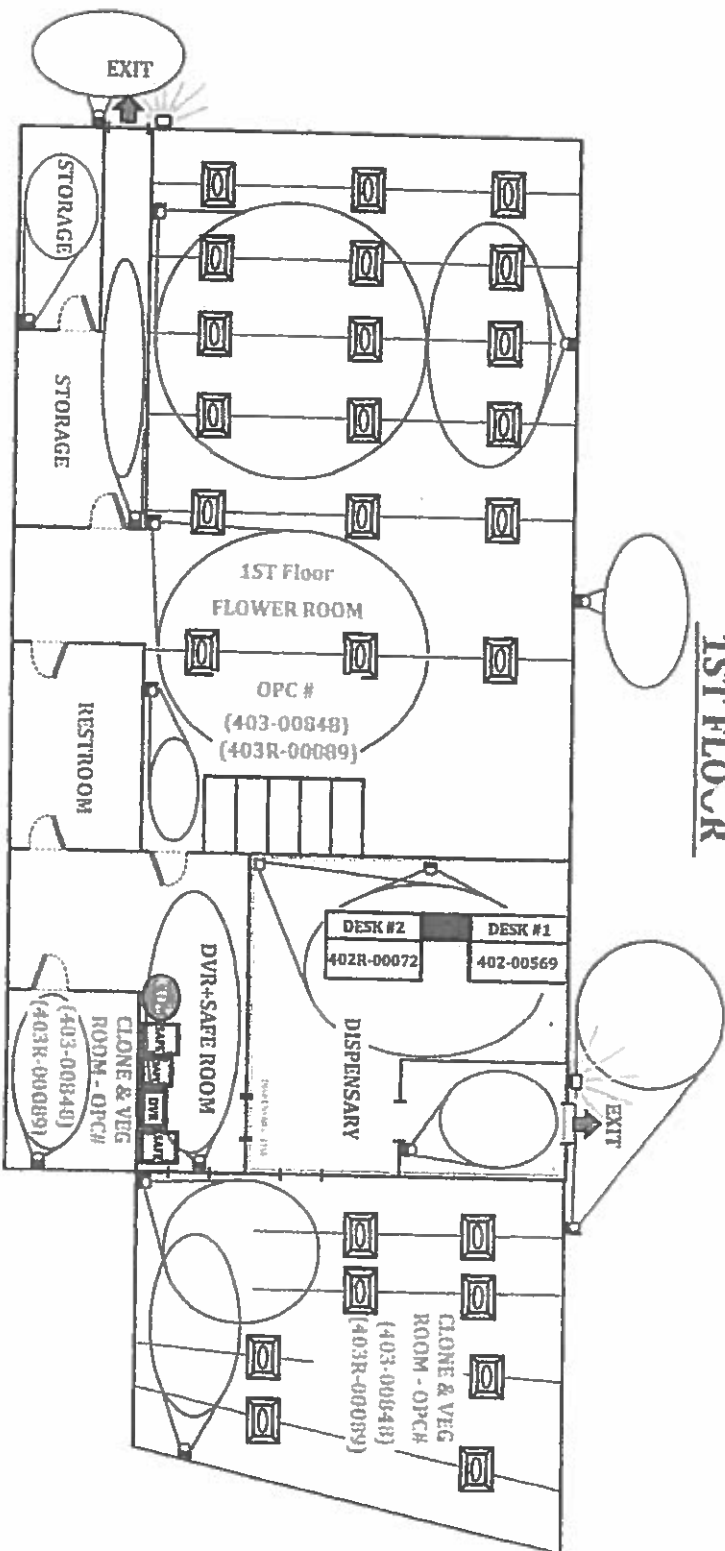


615 BUGGY CIRCLE, CARBONDALE, CO 81623

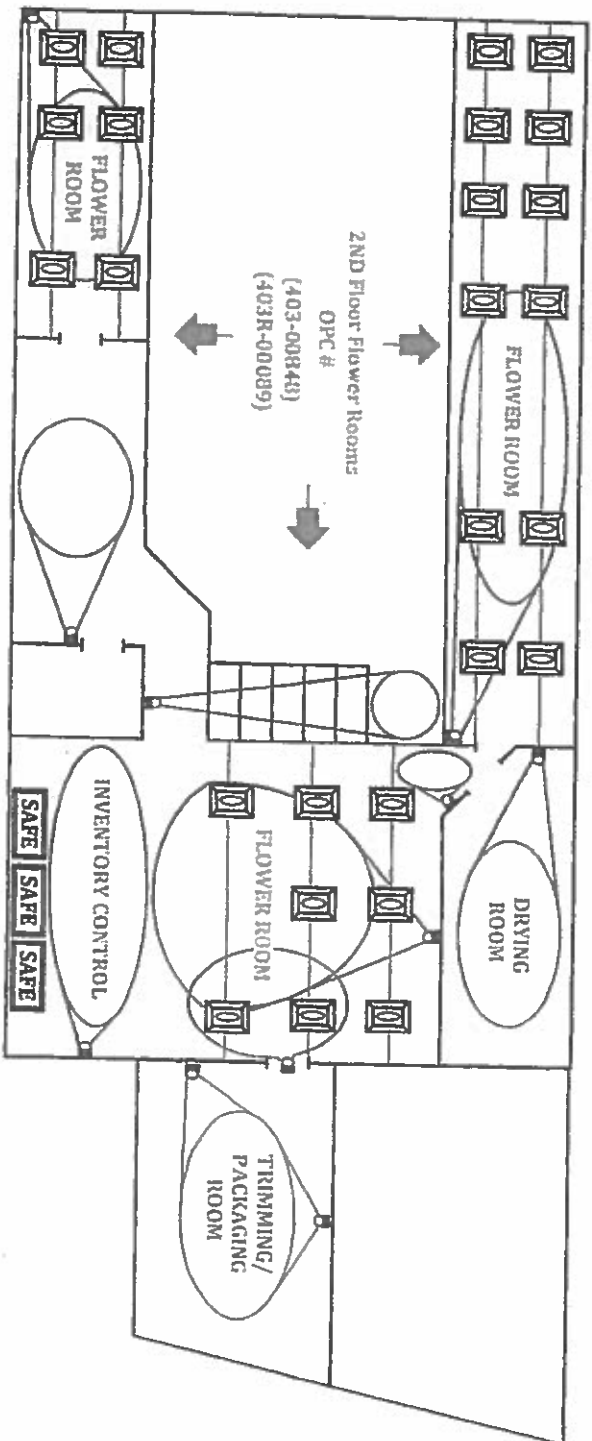
2ND FLOOR



615 BUGGY CIRCLE, CARBONDALE, CO 81623
1ST FLOOR



615 BUGGY CIRCLE, CARBONDALE, CO 81623
2ND FLOOR



GENERAL NOTES:

- Drawings and specifications are requirements of service and shall remain in effect until the project is complete. Any changes to these drawings shall be indicated by a revision number and shall be made by the Designer or other project participants. They shall be made by the Designer or other project participants.
- All construction shall meet the currently adopted editions of the International Building Code (IBC), International Mechanical Code (IMC), International Fire Code (IFC), and International Energy Conservation Code (IECC) as adopted by the City of Denver.
- The Contractor shall verify all existing conditions and conditions of use before beginning work, and verify, approval of existing conditions before beginning work.
- The Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.
- During construction, the Contractor shall be responsible for the safety and security of the project.
- The Contractor shall be responsible for the safety and security of the project.
- Any changes to the Construction Documents required or added due to the construction shall be indicated by a revision number and shall be made by the Designer or other project participants.

PROJECT DIRECTORY:

OWNER:
 JPMorgan Chase Bank
 1700 16th Street
 Denver, CO 80202
 (303) 556-1000
 www.jpmorgan.com

ARCHITECT:
 ColomED
 415 Biography Circle
 Colorado Springs, CO 80905
 (719) 533-3333
 www.colomed.com

GENERAL CONTRACTOR:
 JPMorgan Chase Bank
 1700 16th Street
 Denver, CO 80202
 (303) 556-1000
 www.jpmorgan.com

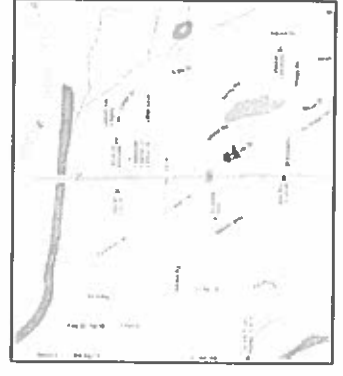
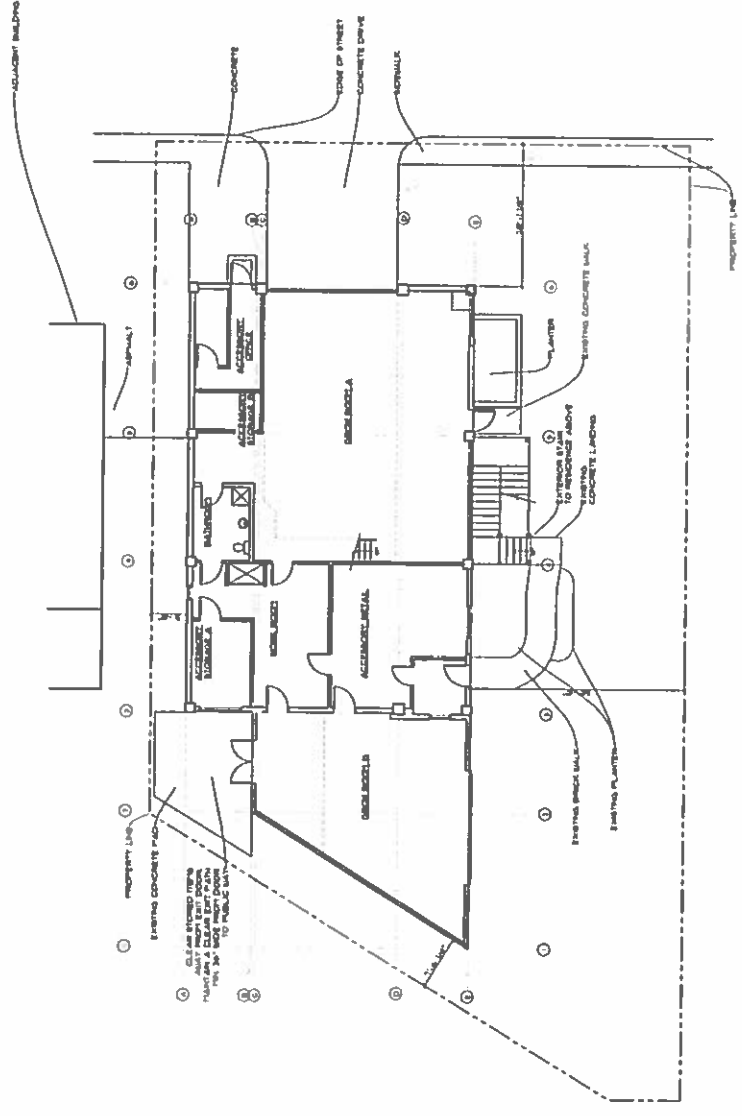
PROJECT DESCRIPTION:

Project: 1700 16th Street
 General Contractor: JPMorgan Chase
 Colorado Springs, CO 80905
 Project No: 1700 16th Street
 Project Name: JPMorgan Chase Bank
 1700 16th Street Building Renovation
 Building Description:
 1700 16th Street is a 10-story commercial building located in the downtown area of Colorado Springs, Colorado. The building is currently occupied by JPMorgan Chase Bank. The project consists of renovating the existing building to meet the needs of the bank's operations. The renovation includes upgrading the building's mechanical, electrical, and plumbing systems, as well as improving the building's energy efficiency. The project also includes upgrading the building's interior finishes and fixtures. The renovation is expected to be completed in 2017.

NOTE: DUE TO SCHEDULE, TENANT REQUEST, AND PRELIMINARY DISCUSSIONS WITH TOWN OF CARBONDALE BUILDING DEPARTMENT, DRAWINGS DO NOT ADDRESS ENERGY CODE, ADA COMPLIANCE, CARBONDALE ZONING, STRUCTURAL ISSUES OR MECHANICAL ISSUES.

INDEX OF DRAWINGS:

- A1 SITE PLAN NOTES
- A2 EXISTING FLOOR PLAN
- A3 RENOVATION FLOOR PLAN
- A4 SECTION AND DETAILS



Vicinity map

Site Plan
 No. 17

SITE PLAN
A1



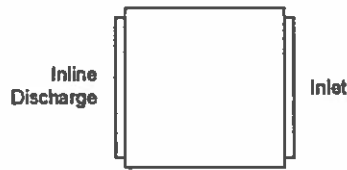
ColomED
 415 Biography Circle
 Colorado Springs, Colorado 80905

Print Date
 8/14/2012

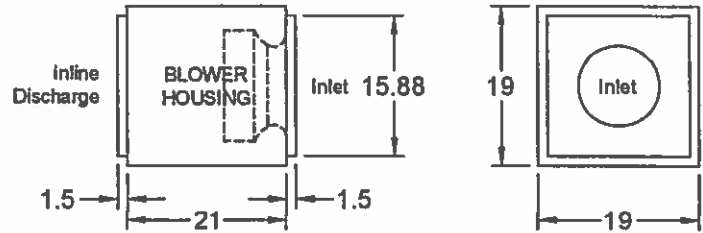
File: CMED-Plan_2

File: CMED-Plan_2 Print Date: Thursday, August 16, 2012 11:57:29 AM

Model: SQ-120-A
Direct Drive Centrifugal Inline Fan



PLAN VIEW



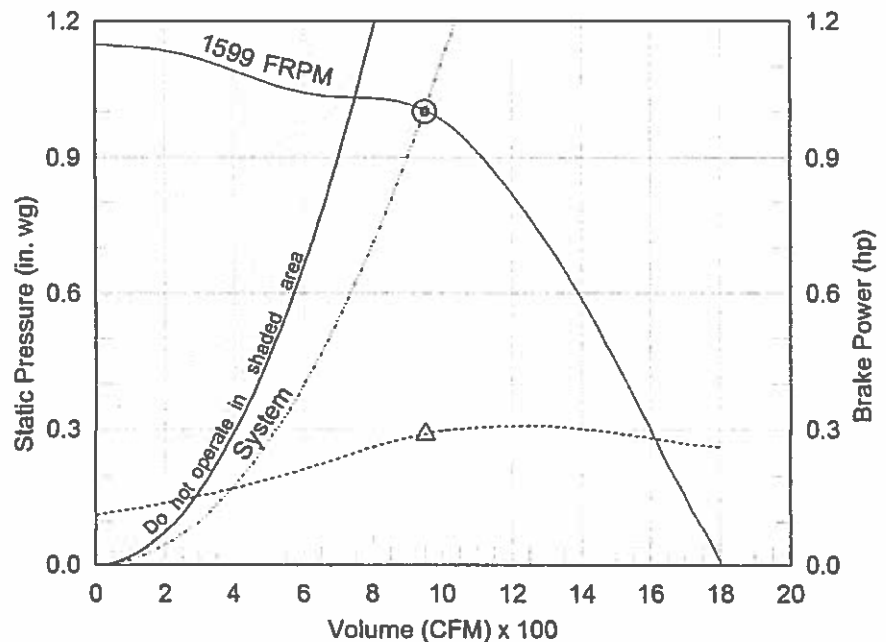
ELEVATION VIEW

END VIEW

Dimensional	
Quantity	1
Weight w/o Acc's (lb)	68
Weight w/ Acc's (lb)	71
Max T Motor Frame Size	56

Performance	
Requested Volume (CFM)	950
Actual Volume (CFM)	950
External SP (in. wg)	1
Total SP (in. wg)	1
Fan RPM	1599
Operating Power (hp)	0.29
Elevation (ft)	5,883
Airstream Temp.(F)	70
Air Density (lb/ft3)	0.060
Tip Speed (ft/min)	5,494
Static Eff. (%)	51

Motor	
Motor Mounted	Yes
Size (hp)	1/2
Voltage/Cycle/Phase	115/60/1
Enclosure	ODP
Motor RPM	1725
Windings	1
NEC FLA* (Amps)	9.8



- △ Operating Bhp point
- Operating point at Total SP
- Operating point at External SP
- Fan curve
- - - System curve
- Brake horsepower curve

Sound Power by Octave Band

Sound Data	62.5	125	250	500	1000	2000	4000	8000	LwA	dBA	Sones
Inlet	74	71	71	72	65	61	57	52	72	60	10.0
Radiated	76	73	65	65	60	55	51	49	67	55	7.6

Notes:

All dimensions shown are in units of in.
*NEC FLA - based on tables 430.248 or 430.250 of National Electrical Code 2014. Actual motor FLA may vary, for sizing thermal overload, consult factory.
LwA - A weighted sound power level, based on ANSI S1.4
dBA - A weighted sound pressure level, based on 11.5 dB attenuation per Octave band at 5 ft - dBA levels are not licensed by AMCA International
Sones - calculated using AMCA 301 at 5 ft



AMCA



AMCA Licensed for Sound and Air Performance Without Appurtenances (Accessories). Power rating (BHP/kW) does not include transmission losses.

Greenheck Fan Corporation certifies that the model shown herein is licensed to bear the AMCA Seal. The ratings shown are based on tests and procedures performed in accordance with AMCA Publication 211 and AMCA Publication 311 and comply with the requirements of the AMCA Certified Ratings Program. Performance certified is for installation type B: Free inlet, Ducted outlet. Power rating (BHP/kW) does not include transmission losses. Performance ratings do not include the effects of appurtenances (accessories). The inlet sound ratings shown are loudness values in fan sones at 5 ft. (1.5 m) in a hemispherical free field calculated per AMCA Standard 301. Values shown are for installation type B: free inlet hemispherical sone levels. dBA levels are not licensed by AMCA International. The AMCA Certified Ratings Seal applies to inlet sone ratings only. Radiated (casing) sound data is the sound generated through the fan housing when the fan is ducted on both the inlet and outlet.

The AMCA licensed air and/or sound performance data has been modified for installation, appurtenances or accessories, etc. not included in the certified data. The modified performance is not AMCA licensed but is provided to aid in selection and applications of the product.

Model: SQ-120-A

Direct Drive Centrifugal Inline Fan

Standard Construction Features:

- Galvanized steel housing - Backward inclined aluminum wheel - Two bolted access panels - Integral duct connection flanges - Ball bearing motors (sizes 100-160 and all vari-green motors), sleeve bearing motors (sizes 60-95) - Corrosion resistant fasteners

Selected Options & Accessories:

PSC Motor

Switch, NEMA-1, Toggle, Shipped with Unit

Junction Box Mounted & Wired

Solid State Speed Control, 10 Amp, Shipped Loose

Unit Warranty: 1 Yr (Standard)

Employee's Name and Address for Medical Marijuana Facility:

Hamza Fadli
1028 Wheel Drive
Carbondale, Co 81623

Oscar Nevarez
98 Garfield Ave. #12
Carbondale, Co 81623

Jay Cuffee
3210 County Road 114
Glenwood Springs, Co 81601

Description of products and services to be made, sold, or grown by the facility:

- We will be growing 8-9 different strain varieties including but subject to change:
 - Critical Plus
 - Juicy Fruit
 - Grape Stomper
 - Golden Goat
 - Monica's Miracle
 - Green Crack
 - Papaya
 - Gorilla Glue
 - Jet Fuel
-

Expected number of Marijuana plants:

50-150 but dependent of medical marijuana patient count, no more than 300 plants.

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

CMED, LLC

ROCKY MOUNTAIN HIGH

615 Buggy Circle, Unit D, Carbondale, CO 81623

Optional Premises - 403-00848

License Issue Date: 06/28/2017

License Valid Through: 06/28/2018

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, 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.

Handwritten signature of James Burack in black ink.

James Burack, Division Director

Handwritten signature of Michael Hartman in black ink.

Michael Hartman, Executive Director