

HANDOUT

RESOLUTION 24-08

Shoreline Cannabis

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## MATANUSKA-SUSITNA BOROUGH

Planning and Land Use Department

Development Services Division

350 East Dahlia Avenue • Palmer, AK 99645

Phone (907) 861-7822

[www.matsugov.us](http://www.matsugov.us)

**To:** Matanuska-Susitna Borough Planning Commission

**From:** Rick Benedict, Current Planner

**Date:** July 15, 2024

**Subject:** Resolution 24-08 supporting denial of Shoreline Cannabis CUP

### **Background:**

Matanuska-Susitna Borough Resolution 24-08 concerns an application for a Conditional Use Permit to operate a marijuana retail facility known as Shoreline Cannabis at 4200 East Snider Drive. On June 17, 2024, a public hearing was conducted by the Planning Commission. During the public hearing, a commission member asked about the distance between Knik Charter School and the proposed use. Staff did not have the information at the time to respond accurately. The Planning Commission approved rescheduling the public hearing to July 15, 2024, so that staff could obtain this information.

### **Analysis:**

The application materials submitted by the applicant identified Cottonwood Creek Elementary School as the closest school grounds to the proposed use. Mapping software and a school locator tool utilized by staff did not identify Knik Charter School within the area of the proposed use. Furthermore, a staff site visit before the public hearing failed to identify Knik Charter School within the area. Knik Charter School is not accessed directly from the Palmer-Wasilla Highway, and there is no signage along the roadway or on buildings adjacent to the roadway advertising the school.

Knik Charter School is a relatively new school approved by the Matanuska-Susitna Borough School District on December 15, 2021. It opened and started providing instruction to students K-12 in the 2022-2023 school year and concluded a second year of instruction in 2023-2024. The proposed use is located approximately 530' southwest of the parcel upon which Knik Charter School is situated. Cottonwood Creek Elementary School is located farther to the northwest at approximately 2,910'.

Borough code MSB 17.60.150(B)(1) states at the time of their establishment, marijuana-related conditional uses shall not be located within 1000' of school grounds. Separation distances are measured in a direct line between the closest point of the facility within which the marijuana facility is located and the closest point on the lot or parcel of land upon which school grounds are located.

Borough code does not specifically define “establishment” but refers to *The Illustrated Book of Development Definitions* when the definition of a word is not included in the code. *The Illustrated Book of Development Definitions* defines “establishment” as an economic unit where business is conducted, or services or industrial operations are performed. Shoreline Cannabis’s marijuana retail license #32848 was approved by the Alaska Marijuana Control Board in a delegated status on June 1-2, 2023, pending local government approval. The operation has not conducted business at the subject location as a marijuana retail facility because a borough-issued conditional use permit must first be obtained. Operations of such land uses without a permit are prohibited.

**Conclusion:**

Based on the analysis above, staff recommends that the Conditional Use Permit Application be denied and Resolution 24-08 has been prepared for this. The applicant's proposed facility does not meet the prerequisites outlined in MSB 17.60.150(B)(1). These criteria must be satisfied for an application to be considered eligible for approval. The application is ineligible for approval under current land use regulations.

**Rick Benedict**  
Current Planner  
Matanuska-Susitna Borough

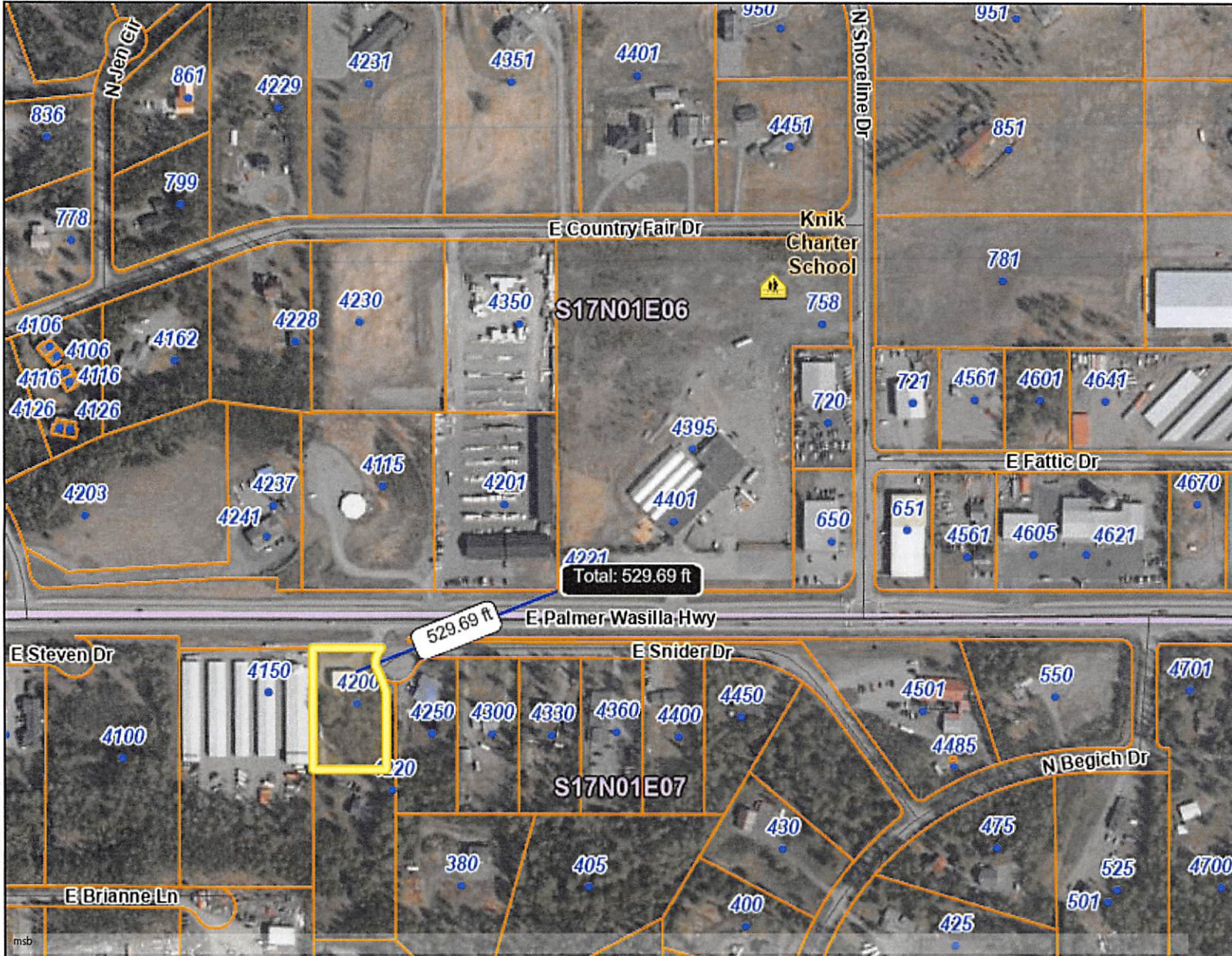
**Attachments:**

- 1) MSB 2022 Aerial Imagery Map with Knik Charter School separation distance
- 2) MSB School Board meeting minutes from December 15, 2021 approving Knik Charter School application
- 3) Knik Charter School address shown on website
- 4) Knik Charter School calendar for 2022-2023 & 2023-2024 school years.
- 5) Emails with attachments from Jana Weltzin, Esq., dated June 24, 2024
- 6) Emailed request from the applicant to postpone the public hearing, dated June 24, 2024
- 7) PC Resolution 24-08, written in support of the denial of Shoreline Cannabis CUP





# Matanuska-Susitna Borough



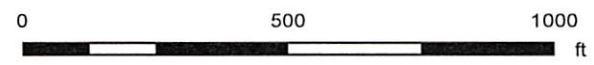
**Legend**

ParcelViewer

- Public Facilities
  - School
- Roads
  - Major Road
  - Minor Road
- Mat-Su Borough Boundary
- Address Numbers
- Parcels
- Section Lines

1 : 9028

THIS MAP IS NOT TO BE USED FOR NAVIGATION



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

Date: 07/08/24

This map is solely for informational purposes only. The Borough makes no express or implied warranties with respect to the character, function, or capabilities of the map or the suitability of the map for any particular purpose beyond those originally intended by the Borough. For information regarding the full disclaimer and policies related to acceptable uses of this map, please contact the Matanuska-Susitna Borough GIS Division at 907-861-7858.

**Notes**

2022 Aerial Map - Separation as measured per MSB 17.60.150(C)

## **Regular School Board Meeting (Wednesday, December 15, 2021)**

*Generated by Stacy Escobedo on Tuesday, December 28, 2021*

### **Members present**

Ole Larson, Thomas Bergey, Ryan Ponder, Jeff Taylor, James Hart, Dwight Probasco, Jubilee Underwood

### **1. Executive Session**

#### **A. Executive Session**

Call to order at 5:30 PM.

A quorum was established with all members present except Member Hart who arrived at 5:34 PM.

Motion to enter executive session at 5:33 PM to discuss negotiations.

Motion by Thomas Bergey, second by Jeff Taylor.

Final Resolution: Motion Carries

Yes: Ole Larson, Thomas Bergey, Ryan Ponder, Jeff Taylor, Dwight Probasco, Jubilee Underwood

Not Present at Vote: James Hart

Motion to exit executive session at 7 PM.

Motion by Dwight Probasco, second by Thomas Bergey.

Final Resolution: Motion Carries

Yes: Ole Larson, Thomas Bergey, Ryan Ponder, Jeff Taylor, James Hart, Dwight Probasco, Jubilee Underwood

### **2. Regular Meeting**

#### **A. Call to Order/Determine Quorum/Board Goals/Pledge of Allegiance**

The regular meeting was called to order at 7 PM.

A quorum was established with all members present.

Member Hart read the Board Goals.

Member Taylor led the Pledge of Allegiance.

#### **B. Approval of the Agenda**

Motion to approve the agenda.

Motion by Jeff Taylor, second by James Hart

Final Resolution: Motion Carries

Yes: Ole Larson, Thomas Bergey, Ryan Ponder, Jeff Taylor, James Hart, Dwight Probasco, Jubilee Underwood

### **3. Persons to be Heard on Non-Agenda/Non-Action Items**

#### **A. Persons to be Heard on Non-Agenda/Non-Action Items**

There were no persons wishing to speak.

### **4. Borough, City, and Tribal Reports**

#### **A. Borough, City, and Tribal Reports**

There were no reports.

### **5. Administrative Reports**

#### **A. Administrative Reports**

There were no reports.

### **6. Student Advisory Board Representative Report**

#### **A. Student Advisory Board Representative Report**

Student Advisory Board Representative Ben Kolendo said there has not been a meeting due to finals week at the high schools. He hopes students enjoy winter break and are ready for the next semester. He wished everyone a happy holiday.

### **7. Consent Agenda**

#### **A. Minutes, December 1, 2021**



Motion to approve the consent agenda.  
Motion by Thomas Bergey, second by Jeff Taylor.  
Final Resolution: Motion Carries  
Yes: Ole Larson, Thomas Bergey, Ryan Ponder, Jeff Taylor, James Hart, Dwight Probasco, Jubilee Underwood

## 8. Public Comment on Action Items


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**A. Public Comment on Action Items**  
There were no persons wishing to speak.

## 9. Action Items

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### **A. Knik Cultural Charter School Application**



Motion to approve Knik Cultural Charter School Application.  
Motion by Dwight Probasco, second by James Hart.  
Final Resolution: Motion Carries  
Yes: Ole Larson, Thomas Bergey, Ryan Ponder, Jeff Taylor, James Hart, Dwight Probasco, Jubilee Underwood

### **B. FY 2021 Audit Wrap Up and Annual Comprehensive Financial Report (ACFR)**

Motion to approve FY 2021 Audit Wrap Up and Annual Comprehensive Financial Report (ACFR).  
Motion by James Hart, second by Thomas Bergey.  
Final Resolution: Motion Carries  
Yes: Ole Larson, Thomas Bergey, Ryan Ponder, Jeff Taylor, James Hart, Dwight Probasco, Jubilee Underwood

### **C. Resolution 22-003 Spring Break 2024 for Arctic Winter Games**

Motion to approve Resolution 22-003 Spring Break 2024 for Arctic Winter Games.  
Motion by James Hart, second by Jeff Taylor.  
Final Resolution: Motion Carries  
Yes: Ole Larson, Thomas Bergey, Ryan Ponder, Jeff Taylor, James Hart, Dwight Probasco, Jubilee Underwood

### **D. Resolution 22-004 Supporting Alaska Healthcare Transformation Project**

Motion to approve Resolution 22-004 Supporting Alaska Healthcare Transformation Project.  
Motion by Jeff Taylor, second by Dwight Probasco.  
Final Resolution: Motion Carries  
Yes: Ole Larson, Thomas Bergey, Ryan Ponder, Jeff Taylor, Dwight Probasco, Jubilee Underwood  
No: James Hart

### **E. School Board Committee Assignments**

Motion to approve School Board Committee Assignments.  
Motion by Jeff Taylor, second by Dwight Probasco.

Joint Borough/District - Bergey and Probasco  
Site Selection - Bergey and Underwood  
Mat-Su Central School - Hart and Bergey  
Board Policy - Ponder, Taylor, and Larson

Final Resolution: Motion Carries  
Yes: Ole Larson, Thomas Bergey, Ryan Ponder, Jeff Taylor, James Hart, Dwight Probasco, Jubilee Underwood

## 10. Superintendent Report/Non-Action Items

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### **A. Superintendent Update**

Superintendent Dr. Randy Trani said COVID cases are continuing to decline. He reviewed the Career and Technical High School aviation technology pathway. Foundational aviation courses in 9th and 10th grade are introduction to career pathways, technology applications 1, and introduction to GIS/RS concepts. The technical aviation classes in 11th and 12th grade are introduction to aviation, private pilot ground school, and airframe structures. The aviation program TANGO curriculum is an innovative curriculum that provides students mechanical, technical, electrical, and structural aerospace engineering skills. It is a national standards-based dual-credit curriculum with applied hands-on learning.

### **B. FY2022 Winter Budget Revision**

Deputy Superintendent of Business and Operations Luke Fulp reviewed the FY22 Winter Budget Revisions. Revenue adjustments include: local appropriation reduced by 2.5% for commitment to renewal and replacement fund; state foundation formula adjustment for student count period; and appropriation from fund balance. Expenditure adjustments include: decrease salaries to align with actual expenditures; increase professional and technical services for demographics study and legal fees; increase to utility services and energy to align with actuals; decrease to supplies and materials due to allocation of charter school carryover; increase to equipment for E-rate; increase to transfers to other funds; and other site-based adjustments.

Transportation fund adjustments to revenue include: decrease to student transportation for the student count period;

increase to appropriation from fund balance; and increase to transfers from other funds to cover anticipated costs and reduction in state revenue. Transportation expenditures adjustments include: increase to non-certificated salaries and employee benefits to align with actuals; and increase to other purchased services to cover contract increases.

The renewal and replacement fund is being proposed to be used to account for revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects, and exclusive of any resources held in trust for individuals, private organizations, or other governments. Committed revenues are those which have been committed by action of the highest level of decision-making authority (School Board) and cannot be used for any purposes other than the use for which they were committed unless the School Board changes or removes the purpose limitation.

Executive Director of Operations Jim Estes reviewed the Capital Improvement Plan Fund projects list.

The Board took a break at 8:40 PM and returned at 8:46 PM.

Member Bergey was excused from the remainder of the meeting at 8:41 PM.

#### **C. Resolution 22-022 – Commitment of Revenues to the Renewal and Replacement Fund**

This item was reviewed during the winter budget revision report.

#### **D. FY 2022 Legislative Priorities**

Dr. Trani said the top priorities are the first three items.

Member Larson asked for language to be added to repeal the 80% rule for healthcare.

Member Hart would like to add information about the option to join state groups for medical insurance.

#### **E. Resolution 22-001 Board Compensation BP 9250**

Motion to table Resolution 22-001 Board Compensation BP 9250.

Motion by Jeff Taylor, second by Dwight Probasco.

Final Resolution: Motion Carries

Yes: Ole Larson, Ryan Ponder, Jeff Taylor, James Hart, Dwight Probasco, Jubilee Underwood

Not Present at Vote: Thomas Bergey

### **11. Persons to Be Heard on Non-Agenda/Non-Action Items**

#### **A. Persons to Be Heard on Non-Agenda/Non-Action Items**

There were no persons wishing to speak.

### **12. Future Items/Future Business**

#### **A. Upcoming Meetings**

January 5, 2022 6 PM Regular School Board Meeting, MSBSD Central Office

Member Larson requested two future agenda items for the January 19th agenda. Member Probasco concurred.

1 - AS 14.03.110 regarding questionnaires and surveys is not in policy. He provided a copy of the Youth Risk Behavior Survey and asked to put the statute in policy and have surveys approved by the School Board.

2 - a policy regarding public involvement in negotiations as in statute.

### **13. Correspondence and Board Committee Reports**

#### **A. Correspondence and Board Committee Reports**

There were no reports.

### **14. Comments from School Board and Administration**

#### **A. Board Comments**

Member Hart said he appreciates Deputy Superintendent Luke Fulp and his team for the information provided today.

Member Probasco said congratulations to Knik Tribe Cultural Charter School. He thanked and congratulated staff for the successful school year. Today he helped with a celebration at Shaw Elementary School. He hopes everyone has a joyous relaxing break.

Member Larson said he attended choir and band concerts last week. He said the arts suffered due to COVID. It was a joy to attend the concerts and the events were packed. He thanked Luke Fulp for the winter revision presentation. He said congratulations to Knik Tribe and wished everyone a Merry Christmas.

Member Underwood said thank you to Mr. Fulp for the information. She said she has learned so much. She said the Doc Larson basketball tournament is this weekend at Wasilla High School. She wished everyone a Merry Christmas.

Member Taylor said ditto to all the kudos. He is excited about the Knik Charter School. He said the Houston High School building is progressing. He always appreciates Mr. Fulp's reports. He wished everyone a Merry Christmas.

President Ponder said he echos what Mr. Larson said about the performances. There was good energy and unity. He said thank you to Mr. Kolendo for his comments and thank you to Mr. Fulp for the information.

## **15. Executive Session**

### **A. Executive Session**

The executive session was canceled.

## **16. Adjournment**

### **A. Meeting Adjournment**

Motion to adjourn at 9:19 PM.

Motion by James Hart, second by Jeff Taylor.

Final Resolution: Motion Carries

Yes: Ole Larson, Ryan Ponder, Jeff Taylor, James Hart, Dwight Probasco, Jubilee Underwood

Not Present at Vote: Thomas Bergey



# KNIK CHARTER SCHOOL



## KNIK CHARTER SCHOOL

### OUR ADDRESS

758 N Shoreline Drive  
 Wasilla, AK 99654  
 P: [352-5700](tel:352-5700)

### CONTACT US

[knc@matsuk12.us](mailto:knc@matsuk12.us)

### CONNECT





# Matanuska-Susitna Borough School District Knik Charter School Calendar 2022-2023

S M T W T F S

JULY						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
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31						

AUGUST						
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28	29	30	31			

SEPTEMBER						
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OCTOBER						
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30	PC					

NOVEMBER						
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DECEMBER						
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18	19	20	21	Q2	WD	24
25	H	V	V	V	V	31

### August

10	Work Day for Teachers (WD)*
11-12	Professional Development Days (PD)*
15	Work Day for Teachers (WD)*
16	School Opens for 1-12 (SO)
23	First Day for Kindergarten

### September

1-2	Professional Development Days (PD)*
6-9	Subsistence Week (V)*
5	Labor Day Holiday (H)*

### October

14	Quarter 1 Ends (41 Days)
31	Parent Conference Day (PC)*

### November

11	Professional Development Day (PD)*
24-25	Thanksgiving Holiday (H)*

### December

22	Quarter 2 Ends (44 Days)
23	Work Day for Teachers (WD)*
26	Christmas Holiday (H)*
27-30	Winter Vacation (V)*

### January

2	New Years Day (H)*
3-6	Winter Vacation (V)*
16	Martin Luther King Jr. Day (H)*

### February

24	Parent Conference Day (PC)*
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### March

9	Quarter 3 Ends (41 Days)
10	Work Day for Teachers (WD)*
13-17	Spring Vacation (V)*

### April

28	Professional Development Day (PD)*
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### May

25	School Closes/Quarter 4 Ends (44 Days)
26	Work Day for Teachers (WD)*

S M T W T F S

JANUARY						
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26	27	28				

MARCH						
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5	6	7	8	Q3	WD	11
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19	20	21	22	23	24	25
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APRIL						
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MAY						
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JUNE						
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\*Indicates no school for students

# Matanuska-Susitna Borough School District Knik Charter School Calendar 2023 - 2024

S	M	T	W	T	F	S
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JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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30	31					

### August

10	Work Day for Teachers (WD)*
11	Professional Learning Day (PL)*
14	Work Day for Teachers (WD)*
15	School Opens for 1-12 (SO)
22	First Day for Preschool/Kindergarten

### September

4	Labor Day Holiday (H)*
5-8	Subsistence Week (V)*

### October

18	Quarter 1 Ends (43 Days)
19	Parent Conference Day (PC)*

### November

1-3	Professional Learning Day (PL)*
10	Veterans Day (V)*
23-24	Thanksgiving Holiday (H)*

### December

21	Quarter 2 Ends (38 Days)
22	Work Day for Teachers (WD)*
25	Christmas Holiday (H)*
26-29	Winter Vacation (V)*

### January

1	New Years Day (H)*
2-5	Winter Vacation (V)*
15	Martin Luther King Jr. Day (H)*

### February

19	Parent Conference Day (PC)*
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### March

7	Quarter 3 Ends (42 Days)
8	Work Day for Teachers (WD)*
11-15	Spring Vacation (V)*

### April

### May

23	School Closes/Quarter 4 Ends (49 Days)
24	Professional Learning Day (PL)*
28	Work Day for Teachers (WD)*

\*Indicates no school for students

S	M	T	W	T	F	S
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JANUARY						
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FEBRUARY						
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MARCH						
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APRIL						
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MAY						
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JUNE						
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**From:** [Jana Weltzin](#)  
**To:** [Rick Benedict](#)  
**Cc:** [Justin Benson](#); [Brenda Butler](#); [Randi Baker](#)  
**Subject:** Re: Shoreline Cannabis - request to change CUP hearing to Aug 5th, 2024 meeting  
**Date:** Monday, June 24, 2024 3:44:55 PM

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[EXTERNAL EMAIL - CAUTION: Do not open unexpected attachments or links.]

I do want to note that we (the applicant) were not given any chance to comment or respond when the Planning Commission was considering tabling - otherwise we would have voiced that Justin had an already scheduled trip for his kid's hockey commitment.

Jana D. Weltzin, Esq.

JDW, LLC

Principal Owner

901 Photo Avenue

Anchorage, Alaska 99503

[jana@jdwcounsel.com](mailto:jana@jdwcounsel.com)

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\*Licensed in Alaska and Arizona

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On Mon, Jun 24, 2024 at 3:41 PM Rick Benedict <[Rick.Benedict@matsugov.us](mailto:Rick.Benedict@matsugov.us)> wrote:

Hello Jana,

Your request to reschedule will be included in my updated packet information and made available to the Planning Commission before the July 15th public hearing date. The Planning Commission may approve and postpone the public hearing until August 5<sup>th</sup>; it is at the commission's discretion to accept the rescheduling request. That means the possibility exists the commission decides to

th

hear the matter on July 15 .

Respectfully,

Rick Benedict – Current Planner

Development Services Division

Matanuska-Susitna Borough

(907)861-8527 direct

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**From:** Jana Weltzin <[jana@jdwcounsel.com](mailto:jana@jdwcounsel.com)>

**Sent:** Monday, June 24, 2024 3:03 PM

**To:** Rick Benedict <[Rick.Benedict@matsugov.us](mailto:Rick.Benedict@matsugov.us)>

**Cc:** Justin Benson <[justin.benson121@yahoo.com](mailto:justin.benson121@yahoo.com)>; Brenda Butler <[brenda@jdwcounsel.com](mailto:brenda@jdwcounsel.com)>;

Randi Baker <[randi@jdwcounsel.com](mailto:randi@jdwcounsel.com)>; Jana Weltzin <[jana@jdwcounsel.com](mailto:jana@jdwcounsel.com)>

**Subject:** Shoreline Cannabis - request to change CUP hearing to Aug 5th, 2024 meeting

**[EXTERNAL EMAIL - CAUTION: Do not open unexpected attachments or links.]**

Hi Rick - would it be possible to move Shoreline Cannabis' hearing to the Aug 5th planning commission hearing? Justin, the applicant, has children that play competitive hockey and is scheduled to be out of Alaska with his son at their hockey events in the states during the July 15th CUP date. He very much needs to be present for the hearing so we respectfully request it be rescheduled to Aug 5th.

Thank you,

Jana D. Weltzin, Esq.

JDW, LLC

Principal Owner

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Anchorage, Alaska 99503

[jana@jdwcounsel.com](mailto:jana@jdwcounsel.com)

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**Think green, please don't print unnecessarily**

**From:** [Jana Weltzin](#)  
**To:** [Rick Benedict](#)  
**Subject:** Stamped received 7.22.2022 & complete notice  
**Date:** Monday, June 24, 2024 1:25:56 PM  
**Attachments:** [32848 MJ03.pdf](#)  
[05.04.2023 32848 Shoreline Cannabis - Complete Notice.pdf](#)

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[EXTERNAL EMAIL - CAUTION: Do not open unexpected attachments or links.]

Jana D. Weltzin, Esq.

JDW, LLC

Principal Owner

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Anchorage, Alaska 99503

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630-913-1113 Cell

\*Licensed in Alaska and Arizona

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THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce,  
Community,  
and Economic Development

Alcohol and Marijuana Control Office

550 West 7<sup>th</sup> Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

May 4, 2023

Lake Landing Investments, LLC

DBA: Shoreline Cannabis

Via email [justin.benson@yahoo.com](mailto:justin.benson@yahoo.com)

Re: Application Status for License #32848 – Retail Marijuana Store

Dear Applicant:

Our staff has reviewed your application after receiving your application and required fees. Your application documents appear to be in order, and it has been determined that your application is complete for purposes of 3 AAC 306.025(d).

Your application will now be sent electronically, in its entirety, to your local government, your community council if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough, and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest the issuance of your license or waive protest.

If you have not yet received all necessary approvals, such as a local license, conditional use permit, site plan review, Fire Marshal approval, or Department of Environmental Conservation approval, you should continue to work with those local or state agencies to get the requirements completed. We must also wait for the criminal history check for each individual licensee based on your fingerprint card(s). Your application status in the application database will be changed to "Complete" today.

Your application may be considered by the board while some approvals are still pending. However, your license will not be finally issued and ready to operate until all necessary approvals are received and a preliminary inspection of your premises by AMCO enforcement staff is completed.

Your application will be scheduled for the June 1st and 2nd, 2023, board meeting for Marijuana Control Board consideration. This date is subject to change. Any changes will be posted on our website, please check periodically to see if the date has moved. The meeting agenda gets posted on our website 7 days before the board meeting. **Your appearance at the meeting in person, via Zoom, or telephonic is mandatory.**

The Zoom Meeting information will be on the homepage of our website under MCB Board Meeting here:

<https://www.commerce.alaska.gov/web/amco/>

Please feel free to contact us through the [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) email address if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson".

Joan M. Wilson, Director





### POST-APPROVAL INSTRUCTIONS FOR MARIJUANA RETAIL STORES

The following steps are to be taken after your application for a marijuana retail store license has been approved by the board. You may not operate your business until the following requirements have been met.

1. When all other approvals (Local Government, Fire Marshal, DEC, etc.) have been met, you will be contacted by this office to notify you that your license status has been changed to "active-pending inspection" in our database. This doesn't mean you can open your doors or start operating your business. The status change is a necessary step so that you may be credentialed into METRC.
2. You, the licensee, must have your marijuana handler permit. All licensees, affiliates, agents, and employees (see 3 AAC 306.700(a)) must have their handler permit at the time of inspection.
3. You, the licensee, must take a METRC training class and pass the test.  
<https://www.metrc.com/alaska>
4. Once you have passed the METRC test, place a request to the METRC Support Team to be credentialed into METRC.
5. Set up your facility in METRC and order labels. The labels should take 4-5 days to arrive.
6. When you have access to METRC, contact AMCO investigators at [AMCO.enforcement@alaska.gov](mailto:AMCO.enforcement@alaska.gov) to schedule your initial "empty shelf" inspection. Don't schedule an initial inspection unless you are within two weeks from being 100% ready to operate your business. Review the pre-inspection checklist and be sure that you will have completed all items by the time of your inspection. Do not bring any marijuana into the facility before your initial inspection. AMCO staff will place your account in METRC on an administrative hold until the inspection. Depending on your location, it may be two weeks before an inspection can be performed due to state travel restrictions.
7. On the day of your inspection, the investigator will bring your license. If your facility matches what you've submitted to the board and all requirements are in place, you will receive your license, the administrative hold will be removed from METRC, and an "effective date" will be added in our database.
8. After the hold in METRC is removed, you may begin ordering and transporting marijuana and marijuana products from licensed cultivation and product manufacturing facilities. AMCO investigators will visit again to take a look at your store with marijuana and marijuana products in place.
9. Congratulations, you are now operating a marijuana retail store license in the State of Alaska!

MSB Planning received from AMCO  
office on 7-15-24 via email

**From:** [Jana Weltzin](#)  
**To:** [Rick Benedict](#)  
**Subject:** Lease for Shoreline Cannabis  
**Date:** Monday, June 24, 2024 1:20:40 PM  
**Attachments:** [32848 POPPP.pdf](#)

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[EXTERNAL EMAIL - CAUTION: Do not open unexpected attachments or links.]

Jana D. Weltzin, Esq.

JDW, LLC

Principal Owner

901 Photo Avenue

Anchorage, Alaska 99503

[jana@jdwcounsel.com](mailto:jana@jdwcounsel.com)

907-231-3750 Office Line

630-913-1113 Cell

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## LEASE AGREEMENT

THIS AGREEMENT is made and entered into this April 12, 2022, by and between SENCO ALASKA INC. (Landlord), and Lake Landing Investments LLC. Dba Shoreline Cannabis (Lessee)

For and in consideration of the rents, covenants, and conditions specified in this lease to be paid, performed and observed by Lessee, which are independent, Owner rents and leases to Lessee and Lessee takes and leases from Owner, the property described below upon the following terms, covenants and conditions:

1. Premises. Landlord, for and in consideration of the rent, covenants and conditions set forth in this Lease, to be kept, performed and observed by Lessee, leases to Lessee, and Lessee hereby leases from Landlord, the following described real property situated in the Anchorage Recording District, Third Judicial District, State of Alaska:

**Lot 7A, Block 3**

**Midway Estates Unit #1 Resubdivided**

**4200 E. Snider Drive**

**Wasilla, AK 99654**

The property is leased "as is" and the expense of any further or additional leasehold improvements, partitions or other improvements for the benefit of Lessee shall be borne by Lessee and constructed only in accordance with this lease.

2. Term. The initial term of this lease shall be for a period of Five (5) years (more or less), commencing on the 15th Day of April 2022, and terminating at 12:00 midnight on the 30th Day of April 2027.

If the Mat-Su Borough passes any ballot measures that makes the business illegal, the lease will allow the Lessee to restructure the space to accommodate for a different business with the owner's approval.

If the Lessee, is in good standing and not delinquent, the Lessee has an option to extend the lease for an additional Five (5) years.

3. Rent.

Lessee must pay rent in advance on or before the 1st day of each month during the term of this lease, at the minimum monthly rate of **\$4,800.00**

- a) Lessee will receive a discount of \$0.55 per sq. ft. for the monthly rent due for the first Ten (10) months.
- b) Monthly rent to increase three (3%) percent annually from a monthly base of \$4,800.00 in year three (3). For example in year Three (3) monthly rents would be \$4,944.00, year four (4) monthly rent would be \$5,092.32, etc.
- c) This is for additional information if required. 5 steel storage racks are included.

All rents due under the terms of this lease shall be payable in advance on the first day of each month. All rent checks shall be made payable to STE 12 360 E International Airport Rd Anchorage AK 99518. Rent may be paid by cash or personal check until a check is returned



unpaid (NSF). If Landlord receives an NSF check, subsequent payments must be made by Cashier's Check, Certified Check, or Money Order. A service charge of \$30.00 will be paid to Landlord for all dishonored checks each time they are presented to the bank. Rent not paid on or before the 7<sup>th</sup> day of the month is delinquent, and a late fee of \$25.00 will be due and payable in addition to the rent, plus an additional \$10.00 late fee for each day the rent remains unpaid, beginning the 8<sup>th</sup> day of the month.

4. Security Deposit: Lessee has on deposit to Owner the sum of \$5,245.09 as security for the faithful payment and performance of the obligations of Lessee under this lease. Should Lessee default with respect to any such obligation, including, but not limited to, payment of rent, Owner may use, apply or retain the whole or any part of such deposit to the payment of any sum in default of any other sum which Owner may be required to spend or incur by reason of such default. In such event, Lessee shall, within 10 days of written demand, deposit with Owner the amount so applied so as to restore the security deposit to its original amount.

Should Lessee fully and faithfully pay and perform all of the obligations of Lessee under this lease, and not otherwise, the security deposit will be returned to Lessee, without interest, within 30 days after expiration of the term.

In the event of a sale or leasing of the building, Owner will have the right to transfer the security deposit to the vendee or other transferee, and Owner will thereupon be deemed released by Lessee from all liability for its return.

No assignment or encumbrance of the interest of Lessee in the security deposit shall bind Owner except upon its prior written consent.

5. Notices. Any notice or demand which under the terms of this lease or any statute may or must be given or made by either party to the other, must be in writing and made or given by mailing the same by certified mail, return receipt requested, postage prepaid, addressed to the other party as provided below. When so mail, the notice or demand will be effective three days after the mailing date. Any demand or notice by or from Owner will be effective when personally delivered to any person who is in charge of the property for Lessee. The addresses of the parties are:

Owner: Senco Alaska Inc.  
STE 12 360 E International Airport Rd  
Anchorage AK 99518

Lessee: Lake Landing Investments LLC, dba Shoreline Cannabis  
Justin Benson and Athena Rotzler  
Po Box 141463  
Anchorage AK 99514

Either party may designate in writing a new or other address to which the notice or demand must thereafter be given, made or mailed. Furthermore, when for purposes of demand or notice Owner uses the address at location, which she/he customarily communicates with Lessee, the demand or notice will be effective.

6. Use: The property may be used only for: **Marijuana Retailer**. Should the sale of Marijuana be banned in the Mat-Su Borough, the Lessee may change the nature of the business with the owner's approval.

The use of the property described above is a substantial and important basis of the negotiations between the parties. Owner and Lessee agree that the property must be used as described above and may not be used for any other purposes. A waiver of this provision is effective only upon the express and written consent executed by the Owner.

7. Assignment and Subletting. Lessee will neither assign the leasehold created hereby nor any interest hereunder for any purpose, including a security purpose, nor sublet the property or any part thereof. Any such assignment or sublease shall be void. Neither will there be nor will Lessee permit any assignment by operation of law of the leasehold or any interest created by this lease. Owner and Lessee agree that this provision is absolute and under no circumstances is Lessee to assign or sublet or attempt to assign or sublet any portion of the property. Owner may, but only upon a prior written request, waive this provision. The parties agree that any such waiver is effective only by the prior, express and written consent of Owner. If Owner does waive this provision according to these terms, any assignment or sublease of the property will be subject to the following:

a) All assignments and sublettings must be in writing and duly executed by both parties. An executed original shall be delivered to Owner.

b) All assignment instruments must include language whereby assignee expressly assumes and agrees to pay the obligations of Lessee under this lease. No assignment shall release or diminish the obligations of Lessee for performance of Lessee's obligations hereunder and Lessee will remain liable as if no assignment were made. (That is, Lessee and assignee will be jointly and severally liable for such obligations.)

c) All sublease instruments must provide that the sublease is subject to all of the terms, covenants and conditions of this lease and must authorize Owner, at Owner's option, to collect rent from sublessee and apply it against the obligations of Lessee under this lease, without waiver of Owner's rights and remedies and without diminution of Lessee's obligations under this lease.

8. Encumbrances. The property is leased subject to easements, restrictions, reservations, conditions and covenants of record or appearing on the plat of the land; mortgages, deeds of trust and other security devices now or hereafter existing; governmental regulations, ordinances and statutes in effect now or in the future; and all other encumbrances of record.

9. Indemnification.

a) The Lessee will defend the Owner against all claims and lawsuits arising from any act, omission or negligence of the Lessee or the officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors of Lessee in or about the property, or arising from any accident, injury or damage, including environmental and toxic waste damage or claims, however and by whomever caused, to any person or property occurring in or about the property. If a claim or lawsuit should be brought, the Owner may employ attorneys of his own selection to appear and defend the claim or lawsuit in his behalf, at the expense of the Lessee. The Owner will have the sole authority for the direction of the defense and will be the sole judge of the acceptability of any compromise or settlement of any claims or lawsuits against the Owner.

b) The Lessee further will save, hold harmless and indemnify the Owner for any and all damage, injury, loss, liability, costs, expenses, interest and attorney's fees that the Owner may suffer or become liable for as a result of claims or lawsuits arising out of the matters giving rise to the duty to defend described above. The Lessee's responsibility extends to liability resulting from the Owner's own negligence, but does not include the Owner's gross negligence, reckless or wanton conduct and willful misconduct.

c) The Lessee must give written notice to the Owner of any act or occurrence involving a claim, demand, liability, lawsuit or item of cost related to this agreement to defend and indemnify within seven days after the Lessee has knowledge of the act or occurrence. Failure of Lessee to gain such knowledge until some time after such act or occurrence will

not excuse the giving of this notice, if in the exercise of reasonable care, the Lessee should have know of it.

10. Condemnation. If all of the property or such portions of the building as may be required for the reasonable use of the property is taken by eminent domain, this lease will automatically terminate as of the date Lessee is required to vacate the property and all rent must be paid to that date. In case of a taking of a part of the property, or a portion of the building not required for the reasonable use of the property, then this lease will continue in full force and effect and the rent will be equitably reduced based on the proportion by which the floor area of the property is reduced. The rent reduction is to be effective as of the date possession of such portion is delivered to the condemning authority. Owner reserves all rights to damages to the property for any taking of eminent domain, and Lessee hereby assigns to Owner any right Lessee may have to such damages or award, and Lessee will make no claim against Owner for damages for termination of the leasehold interest or interference with Lessee's business. Lessee will have the right, however, to claim and recover from the condemning authority compensation for any loss to which Lessee may be put for Lessee's moving expenses and for the interruption of or damage to Lessee's business provided that such damages may be claimed only if they are awarded separately in the eminent domain proceeding and not as part of the damages recoverable by Owner.

11. Use, Occupancy and Care of the Leased Property: At all times during the term hereof, Lessee must:

- a) Keep the property and the land clean, safe and orderly, including front and rear outside walk areas for your unit, including removal of sidewalk snow/ice (directly in front of your unit);
- b) Conduct activities upon and generally maintain the property in such a manner with such care that injury to persons and damage to property does not result therefrom;
- c) Not use the property in such manner that will increase the rate of fire and extended coverage insurance, or which will cause cancellation of the insurance or will make coverage unavailable;
- d) Make no alterations or improvements in the property or incorporate fixtures therein without the written consent of the Owner, except as provided in this lease;
- e) Not damage the property or the building while moving equipment to, within and from the property;
- f) Not use any plumbing facilities in the building except for their intended purposes;
- g) Not use or permit any part of the property to be used for any unlawful or unauthorized purposes;
- h) Comply with Borough, State, and other governmental laws, statutes, ordinances, rules and regulations of whatever type and nature, including, but not limited to, zoning ordinances, health, fire, safety and environmental regulations, including the maintenance of fire extinguishers and emergency lights on the property;
- i) Not cause or permit any waste, damage or injury to the property;
- j) Keep the property as now or hereafter constituted with all improvements made thereto;
- k) Replace at Lessee's own expense all broken glass, and replace light bulbs as required;
- l) Remove from property, the building, and the land all movable personal property placed there by Lessee at the expiration or termination of this lease.

12. Signs. Lessee may erect, install, post or otherwise place any signs on the exterior of the building or on the property only with the prior written approval of the Owner. Owner may demand the removal of signs which are not so approved, and Lessee's failure to comply with such a request within 48 hours will constitute a breach of this paragraph and will entitle Owner to terminate this Lease to cause the sign to be removed and the building repaired at the sole expense of the Lessee. At the termination of this lease, Lessee will remove all signs placed by it upon the premises, and will repair any damages caused by such removal. All signs must comply with governmental sign laws, regulations, and permit requirements.

13. Removal of Property. If lessee fails to remove any of his property of any nature whatsoever from the property at the expiration or termination of this lease, or when Owner has the right of re-entry, Owner may, at his option, remove and store said property without liability for loss thereof and damage thereto, such storage to be for the account and at the expense of lessee.

Except as follows: **If any Marijuana or Marijuana products are left on the premise the owner or property manager will contact AMCO Enforcement to remove them from the premise.**

If Lessee does not pay the cost of storing any such property within 3 days of receipt of notice given by Owner pursuant to Paragraph 5 hereof, Owner may sell the property at either public or private sale, and in a manner and at such times and places as Owner in his sole discretion deems proper, so long as such sale would be deemed commercially reasonable under the Uniform Commercial Code for sales of repossessed collateral. Owner will apply the proceeds of the sale: first, to the cost and expense of the sale, including a reasonable attorney's fee actually incurred; second, to the payment of the costs or charges for storing any such property; third to the payment of any other sums of money which may then be or thereafter become due Owner from Lessee under any of the terms of this lease; and fourth, the balance if any, to the Lessee. As an alternative to the foregoing, Owner may distrain Lessee's property for rent.

14. Utilities and Services: Lessee must have all utilities and services placed in his name and pay any required utility deposits within 10 days of the date of this lease. Lessee agrees that should Lessee fail to have utilities placed in his name by the 10th day after the date of this lease, Lessee will pay to Owner the sum of \$50.00 and an additional \$50.00 for each succeeding month in which the utilities are not placed in Lessee's name.

In addition to the \$50.00 fee(s) described above, Lessee agrees to reimburse Owner for all utilities paid by Owner for the leased property during the term of this lease. Lessee will be financially responsible for the various utilities as follows:

- a) Electricity      Meter # **190552004**
- b) Gas              Enstar # **8160610000**
- c) Trash Removal
- d) Telephone
- e) Janitorial

15. Default:

- a) The occurrence of one or more of the following events will constitute a default and breach of this lease by the Lessee:
  - i) Violation or breach or failure to keep or perform any covenant, agreement, term or condition of this lease which continues or is not remedied within 20 days (or for rent with 7 days)

ii) Vacation or abandonment of the property by Lessee. Lessee will be deemed to have abandoned or vacated the premises upon failure to be open for business for 7 consecutive days.

iii) Property remaining unoccupied for a period of 7 days.

iv) Dissolution, other termination of existence, or insolvency in any sense of Lessee or its business.

v) Filing by or against Lessee in any court pursuant to any statute, either of the United States or any State, for the appointment of a receiver or trustee of all or a portion of the Lessee's property, or an assignment by the Lessee for the benefit or creditors.

b) No notice specifying the matter or matters claimed to be in default from Owner to Lessee is required.

c) Failure to perform a covenant or fulfill a condition, agreement, to term contained herein constitutes a default regardless of other consequences of such failure as provided for herein, as in the case where an assignment or sublease without consent is void.

d) Upon occurrence of a default, or defined in "A" above, Owner may at his option declare Lessee's rights under this lease immediately terminated, re-enter the property using such force as in necessary, and without further notice, remove all persons and property from the property and repossess it. Owner shall be deemed to have an immediate right to possession of the property and Lessee must peacefully surrender the same.

No judicial action will be necessary to effect such termination.

e) At any time after termination Owner may, but will not be obligated to relet the property or any part thereof in the name of the Owner, or otherwise, for a term (which may be greater or less than the period which would otherwise have constituted the balance of the term of this lease) and on such conditions as Owner may determine appropriate, and may collect and receive the rent therefor, Owner will not be responsible or liable for any failure to relet the property or any part thereof, or for any failure to collect any rent due upon any such reletting.

f) Such re-entry and termination notwithstanding the liability of Lessee for payment of all amounts required to be paid by Lessee under this lease, including payment of the full rental provided herein for what would otherwise have constituted the balance of the term of this lease will not be extinguished and Lessee must make good to Owner the expenses and damages suffered by Owner as a result of the default, repossession and reletting, including, without limitation brokerage commissions, legal expenses, renovation expenses, alteration expenses, advertising expenses and any rental deficiency resulting from reletting the property at a lesser rate.

g) Lessee must pay any rental deficiency to Owner monthly on the days on which the rent would have otherwise been payable under this lease, provided, however, that any time after termination, whether or not the Owner will have collected any monthly deficiency, Owner will be entitled to recover from the Lessee and the Lessee will be obligated to pay to Owner as liquidated and agreed upon damages by Lessee's default, an amount equal to the difference between the rent and lease charges reserved hereunder for what otherwise would have constituted the balance of the lease term, and the lesser of fair rental value of the premises determined as of the occurrence of default or as of the date of trial or

arbitration of such dispute. Nothing in this article will be deemed to limit or prejudice the right of the Owner to prove and recover damages caused by such default an amount equal to the maximum allowed by any statute or rule of law.

16. **Subordination:** This lease is subject and subordinate to all mortgages, deeds of trust and other security devices now existing or hereafter placed against all or any part of the land and improvement of which the property is a part, and to any and all advances made or to be made thereunder, interest thereon, and all renewals, placements or extensions thereof. This article is self-operative, and no further instrument of subordination, non-disturbance or attornment is or will be necessary. Upon five days written request by Owner, Lessee agrees to promptly execute and deliver to Owner a writing in recordable form confirming the subordination in form and content satisfactory to a prospective mortgagee or beneficiary of a deed of trust; provided, however, that the writing must preserve the right of Lessee of to remain in possession of the property until expiration or earlier termination of this lease upon execution and delivery by Lessee of a written agreement of attornment.

17. **Insurance:**

a) **Liability.** Lessee must, during the entire term hereof, keep in full force and effect a policy of public liability insurance with respect to the property, its appurtenances and the activities of, including the business operation by Lessee on the property in which the minimum limits of public liability coverage per occurrence must be \$1,000,000 for bodily injury or death and \$100,000 for property damage. The policy must name Owner, any person, firm or corporation designated by Owner, and Lessee as "insured" and must contain a clause that the insurer will not cancel or change the insurance without first giving the Owner ten (10) days' prior written notice. The insurance must be with an insurance company qualified to be business to the State of Alaska and a copy of the policy or certificate of insurance must be delivered to Owner.

b) **Casualty.** Lessee understands and agrees that any casualty insurance deemed appropriate to protect the interests of Lessee must be secured by and paid for by Lessee at the time of execution of this lease and as a condition to the effectiveness of this lease.

18. **Surrender of Property:** Lessee on the last day of the term, or on the last day of a renewal or extension term or upon earlier termination of this lease, must peaceably and quietly leave and surrender the property in as good condition as on commencement of the term, ordinary wear and tear and damage that Owner has been fully compensated for by insurance proceeds excepted.

19. **Holding Over:** If Lessee shall remain in possession of said property after the termination of this lease or after the expiration of said term without a proper extension renewal of this lease, Lessee for the purpose of calculation of the rental obligation only, will be deemed to occupy the property as a Lessee from month to month at twice the minimum rent herein reserved.

20. **Access:** Owner, his agents, employees and designees **w/ an escort from Shoreline Cannabis ( must be 21 years of age or older)** will have the right to enter the property at all reasonable time to inspect the same, to clean, repair, maintain, altar or improve the property or the building, to post "Notices of Non-Responsibility", to preserve and protect the property and the building and to show the property within the period of 180 days prior to expiration of the term of this lease. When reasonably deemed necessary, Owner may temporarily close entrances, doors, hallways, elevators or other facilities without liability and without such acts being construed as an eviction of Lessee or in any way relieving Lessee for the obligation of Lessee under this lease. The right of entry reserved herein does not impose, or does Owner assume by reason thereof any responsibility for care, maintenance, or supervision of the property beyond such obligations as are expressly set forth elsewhere in this lease. Lessee shall not install any other locks on the entrances to the premises or on the doors inside the premises, or modify existing locks on the premises, except with the prior written consent of the Owner. The Lessee shall not duplicate any key to the premises.

21. Liens: Lessee must keep the land building and any part thereof free from liens for labor or materials ordered or supplied upon the express or implied request of Lessee. Should any such lien be recorded or should a lien be recorded by reason of a claim against Lessee, or acts or omissions of Lessee, Lessee must forthwith and within ten (10) days of learning of such recording cause the same to be canceled and discharged of record.

22. Alterations: Lessee must not make any alterations, additions, changes or improvements to the property without the prior written consent of the Owner, and, where requested by Owner, in accordance with plans and specifications approved by Owner. When such consent by the Owner is given all workmanship involved and material used will be of a quality consistent with the construction of the property at the start of the lease term. If the Owner feels, solely at the discretion of the Owner, that the Lessee has allowed such inferior materials or workmanship to become a part of the property at any location or for whatever purpose, then, immediately following written notification of such deficiency to Lessee, Lessee must promptly cause such deficiency to be remedied to the satisfaction of the Owner. All contractors involved in such alterations must be approved by the Owner prior to commencing work. Alterations and improvements, such as carpet, light fixtures, stud walls, doors and all other alterations will be the expiration or earlier termination of this lease, become the property of the Owner except where Owner has otherwise agreed in writing.

23. Waiver of Subrogation: Owner and Lessee hereby grant to each other, on behalf of the insurer providing fire and extended coverage insurance to either of them covering the property, the improvements therein and contents thereof, a waiver of any right of subrogation that any such insurer of any one party may acquire against the other party by virtue of payment of such loss under such coverage.

24. Owner's Cure of Default by Lessee: If Lessee fails to cure a default within the time period provided in this lease, Owner may, at the expense of Lessee, cure any default by Lessee hereunder, but will not be required to do so. Lessee must reimburse Owner for all amounts expended for curing any defaults, including attorney's fees and other incidental expenses. Such amounts, together with interest at the maximum lawful rate of interest, will be deemed additional rent payable when the installment of rent next following the expenditures is due. Any actions by Owner to cure shall not be construed as a waiver of any part of this lease or of any right or remedy of Owner.

25. Costs and Attorney's Fee: If Lessee or Owner bring any action for any relief against the other, declaration or otherwise, arising out of this lease, including any suit by Owner for the recovery of rent or possession of the property, the losing party must pay the successful party a reasonable sum for costs and attorney's fees.

26. Owner's Liability: Anything in this lease to the contrary, notwithstanding covenants, undertaking and agreements herein made on the part of Owner are made and intended not as personal covenants, undertakings and agreements or for the purpose of binding Owner's general partners personally or the assets of Owner's general partners except Owner's interest in the property and building, but are made and intended for the purpose of binding only the Owner's interest in the property and building. No personal liability or personal responsibility is assumed by, nor will at any time be asserted or enforceable against Owner's general partners or their heirs, legal representatives, successors, or assigns on account of the lease or on account of any covenant undertaking or agreement of the Owner in this lease.

27. Estoppel Certificates: Lessee must, from time to time, upon written request of Owner, execute, acknowledge and deliver to Owner or its designee a written statement stating: the date this lease was executed and the date it expires; the amount of minimum monthly rental and the date to which such rental has been paid; a certification that this lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way (or specifying the date of agreement so effecting this lease); that this lease represents the entire agreement between the parties as to this leasing; that all conditions under this lease to be performed by Owner have been satisfied, including, but without limitation, all co-tenancy requirements; that all required contributions by Owner to Lessee on account of Lessee's improvements have been received; that on this date there are no existing defenses or offsets which the Lessee has against the enforcement of this lease by the Owner; that no rental has been paid in advance of the time payment herein

provided; and that no security has been deposited with Owner (or, if so, the amount thereof). It is intended that any such statement delivered pursuant to this Article may be relied upon by a prospective mortgagee upon Owner's interest. If Lessee fails to respond within 15 days of written notice to Lessee requesting such certification, Lessee will be deemed to have given such certificate as above provided without modification, and will be deemed to have admitted the accuracy of any information supplied by Owner with regard to the commencement and expiration date of this lease, the date Lessee entered into occupancy of the property, the amount of Lessee's minimum monthly rental, and the date to which such rental has been paid.

28. Owner and Lessee Not Partners. The Owner and the Lessee do not intend, and this lease and the agreements contained in it should not be construed, to create a co-partnership by the between the Owner and the Lessee, nor to make them joint ventures, nor to make Lessee in any way responsible for the debts and/or losses of the Owner, nor to make the Owner in any way responsible for the debts and/or losses of the Lessee.

29. General.

a) No amendment, modification or waiver of a provision of this lease, nor a consent required by this lease will be effective unless expressed in a writing executed by Owner and Lessee.

b) No failure on the part of Owner to enforce any covenant, agreement, term, or provision herein contained will discharge or invalidate such covenant, agreement, term or provision, or affect the right of Owner in exercising any of his rights of Owner to enforce the same. No delay or omission on the part of the Owner in exercising any of his rights will operate as a waiver of such right or any other rights. No waiver by Owner of any default will operate as a waiver of any other default or of a like default on a future occasion.

c) Time will be of the essence for the performance of the obligations of this lease by Lessee.

d) The invalidity of one or more provisions of this lease will not render invalid the remaining provisions.

e) No consent by Owner to an act or omission by Lessee will constitute consent to any other act or omission or to a like act or omission on a future occasion.

f) The title to headings of the articles of this lease are not part of this lease and will have no effect upon the construction or interpretation of any part of thereof.

g) The rule of construction that an instrument is to be construed more strictly against the party who drafted the same will not apply to this lease.

h) The parties hereto agree and acknowledge that no promises, representations or agreement have been made, not contained in the body of this lease or in attached exhibits which have been signed by the parties.

i) No right or remedy herein conferred upon or reserved to Owner is intended to be exclusive to any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

j) Subject to the terms and provisions in the main body of this lease, this lease binds and inures to the benefit of the parties, their heirs, personal representatives, assigns and other successors in interest.

k) As used in this lease, the masculine pronouns shall be read as feminine and/or neuter pronouns and singular references shall be read as plural references as the context may require.



- 30. Acceptance of Property: Lessee has inspected the property and acknowledges and agrees that they are in good order and condition, safe and suitable for Lessee's intended use; and Lessee accepts the same "as is".
- 31. Licensee Relationship. Each party to this lease acknowledges that: (a) Broker Eric M Bushnell, of Lee Realty LLC. Represents only the Landlord in negotiating and forming this lease but may provide specific assistance to the other party to this transaction.
- 32. Joint and Several Liability. The parties of the Lessee will be jointly and severally liable to Owner for the performances for this lease.

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

## Signature Page

OWNER: SENCO ALASKA INC.

DocuSigned by:  
Teri Gunter  
3DF8CE84D8804F1...

Owner  
DocuSigned by:  
Jackie Glatt  
10A70000DF46430...

Owner

LESSEE: **Shoreline Cannabis**

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

**Shoreline Cannabis**  
**LEASE GUARANTY**

Intending to be legally bound and in consideration of the Lease between **SENCO ALASKA INC.** (“Senco”) and **Shoreline Cannabis** (“Shoreline”), dated April 15, 2022 (“Lease”), the undersigned, **Justin Benson and Athena Rotzler**, hereby unconditionally and absolutely guarantee the full faithful and timely performance of all the terms, covenants, and conditions of Shoreline under the Lease and guarantee payment in full of all sums that may become due and owing to Senco by Shoreline in accordance with the Lease. Shoreline and Guarantors are jointly and severally liable for Shoreline’s responsibility under the Lease. Guarantors waive any notice of Shoreline’s nonpayment, nonperformance, or nonobservance of the covenants, terms, and conditions of the Lease. Guarantors expressly agree that SENCO need not exhaust remedies against Shoreline in order for Guarantors to be liable and SENCO may proceed against the Guarantors before, after or simultaneously with proceeding against Shoreline. This Lease Guaranty will continue throughout all subsequent Lease renewals and will not be affected by amendments or changes in the Lease, which may be agreed to from time to time between the Shoreline and G&G. Neither Guarantors’ obligation to make payment in accordance with the terms of this Guaranty, nor any remedy for the enforcement thereof, shall be impaired, modified, released, or limited in any way by any impairment, modification, release, or limitation of the liability of Shoreline or Shoreline’s estate in bankruptcy,

**GUARANTOR**

\_\_\_\_\_  
Justin Benson

Dated:\_\_\_\_\_

\_\_\_\_\_  
Athena Rotzler

Dated:\_\_\_\_\_

- 30. Acceptance of Property: Lessee has inspected the property and acknowledges and agrees that they are in good order and condition, safe and suitable for Lessee's intended use; and Lessee accepts the same "as is".
- 31. Licensee Relationship. Each party to this lease acknowledges that: (a) Broker Eric M Bushnell, of Lee Realty LLC. Represents only the Landlord in negotiating and forming this lease but may provide specific assistance to the other party to this transaction.
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IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

## Signature Page

OWNER: SENCO ALASKA INC.

Authorized by  
Teri Guster  
\_\_\_\_\_  
OWNER

Authorized by  
Jackie Gatt  
\_\_\_\_\_  
Owner

LESSEE: **Shoreline Cannabis**

[Signature]  
\_\_\_\_\_  
Lessee

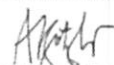
[Signature]  
\_\_\_\_\_  
Lessee

Shoreline Cannabis  
**LEASE GUARANTY**

Intending to be legally bound and in consideration of the Lease between **SENCO ALASKA INC.** ("Senco") and **Shoreline Cannabis** ("Shoreline"), dated April 15, 2022 ("Lease"), the undersigned, **Justin Benson and Athena Rotzler**, hereby unconditionally and absolutely guarantee the full faithful and timely performance of all the terms, covenants, and conditions of Shoreline under the Lease and guarantee payment in full of all sums that may become due and owing to Senco by Shoreline in accordance with the Lease. Shoreline and Guarantors are jointly and severally liable for Shoreline's responsibility under the Lease. Guarantors waive any notice of Shoreline's nonpayment, nonperformance, or nonobservance of the covenants, terms, and conditions of the Lease. Guarantors expressly agree that SENCO need not exhaust remedies against Shoreline in order for Guarantors to be liable and SENCO may proceed against the Guarantors before, after or simultaneously with proceeding against Shoreline. This Lease Guaranty will continue throughout all subsequent Lease renewals and will not be affected by amendments or changes in the Lease, which may be agreed to from time to time between the Shoreline and G&G. Neither Guarantors' obligation to make payment in accordance with the terms of this Guaranty, nor any remedy for the enforcement thereof, shall be impaired, modified, released, or limited in any way by any impairment, modification, release, or limitation of the liability of Shoreline or Shoreline's estate in bankruptcy,

**GUARANTOR**  
  
\_\_\_\_\_  
Justin Benson

Dated: 5/25/22

  
\_\_\_\_\_  
Athena Rotzler

Dated: 5/22/22

**From:** [Jana Weltzin](#)  
**To:** [Rick Benedict](#)  
**Subject:** More notice stuff for Shoreline Cannabis  
**Date:** Monday, June 24, 2024 1:24:18 PM  
**Attachments:** [32848 Publishers Affidavit.pdf](#)  
[32848 MJ08.pdf](#)  
[32848 MJ07.pdf](#)

---

[EXTERNAL EMAIL - CAUTION: Do not open unexpected attachments or links.]

Jana D. Weltzin, Esq.

JDW, LLC

Principal Owner

901 Photo Avenue

Anchorage, Alaska 99503

[jana@jdwcounsel.com](mailto:jana@jdwcounsel.com)

907-231-3750 Office Line

630-913-1113 Cell

\*Licensed in Alaska and Arizona

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 Think green, please don't print unnecessarily

FRONTIERSMAN  
AFFIDAVIT OF PUBLICATION

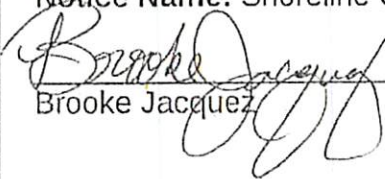
See Proof on Next Page

5751 E. MAYFLOWER CT.  
Wasilla, AK 99654  
(907) 352-2250 ph  
(907) 352-2277 fax

UNITED STATES OF AMERICA, STATE OF ALASKA, THIRD DIVISION BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, THIS DAY PERSONALLY APPEARED BEFORE Brooke Jacquez WHO, BEING FIRST DULY SWORN, ACCORDING TO LAW, SAYS THAT SHE IS THE LEGAL AD CLERK OF THE PUBLISHED AT WASILLA AND CIRCULATED THROUGH OUT MATANUSKA SUSITNA BOROUGH, IN SAID DIVISION THREE AND STATE OF ALASKA AND THAT THE ADVERTISEMENT, OF WHICH THE ANNEXED IS A TRUE COPY, AND THAT THE RATE CHARGED THEREIN IS NOT IN EXCESS OF THE RATE CHARGED PRIVATE INDIVIDUALS, WAS PUBLISHED ON THE FOLLOWING DAYS:

**PUBLICATION DATES:**  
15 Apr 2022, 22 Apr 2022, 29 Apr 2022

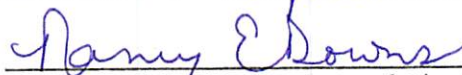
Notice Name: Shoreline Cannabis

  
\_\_\_\_\_  
Brooke Jacquez

**VERIFICATION**

STATE OF ALASKA  
MATANUSKA-SUSITNA BOROUGH

Signed or attested before me on this  
29<sup>th</sup> day of April, A.D. 2022.

  
\_\_\_\_\_  
Notary Public for the state of Alaska  
Justin Benson

NANCY E. DOWNS  
Notary Public  
State of Alaska  
My Commission Expires  
August 25, 2023

Lake Landing Investments, LLC is applying under 3 AAC 306.300 for a new Retail Marijuana Store License, License #32848, doing business as Shoreline Cannabis, located at 4200 E Snider Rd. Wasilla, AK, 99654, United States.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the ALCOHOL & MARIJUANA CONTROL OFFICE (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and application information will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) or to 550 W 7th Ave. Suite 1600, Anchorage, AK 99501.

Frontiersman

Publish Dates: 4/15/22, 4/22/22, 4/29/22





**Alaska Marijuana Control Board**  
**Form MJ-08: Local Government Notice Affidavit**

**What is this form?**

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

**This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.**

**Section 1 - Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Lake Landing Investments, LLC	License Number:	32848
License Type:	RETAIL MARIJUANA STORE		
Doing Business As:	Shoreline Cannabis		
Premises Address:	4200 E Snider Rd.		
City:	Wasilla	State:	Alaska ZIP: 99654

**Section 2 - Certification**

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): Mat-Su Borough Date Submitted: 7/13/2021  
 Name/Title of LG Official 1: Lonnie R. McKechnie CMC, Borough Clerk Name/Title of LG Official 2: Alex Strawn, Planning & Land Use Director  
 Community Council: South Lakes Community Council Date Submitted: (inactive)  
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee: [Signature]  
 Printed name of licensee: **Justin Benson**  
 Notary Public in and for the State of Alaska  
 SARAH DONAHUE  
 Notary Public, State of Alaska  
 Commission # 180101034  
 My Commission Expires 3/28/2026  
 My commission expires: 2/28/2020

Subscribed and sworn to before me this 15<sup>th</sup> day of July, 2022.





Alaska Marijuana Control Board

**Form MJ-07: Public Notice Posting Affidavit**

**What is this form?**

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

**Section 1 - Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Lake Landing Investments, LLC	License Number:	32848
License Type:	RETAIL MARIJUANA STORE		
Doing Business As:	Shoreline Cannabis		
Premises Address:	4200 E Snider Rd.		
City:	Wasilla	State:	Alaska
		ZIP:	99654

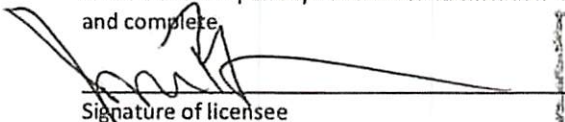
**Section 2 - Certification**

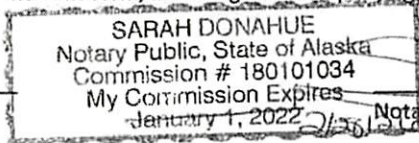
I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: April 13, 2022 End Date: May 4, 2022

Other conspicuous location: 3 Bears Bulletin Board @ 4 Corners: 8151 Palmer-Wasilla Hwy. Palmer, Ak 99645

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

  
Signature of licensee  
Justin Benson  
Printed name of licensee

  
SARAH DONAHUE  
Notary Public, State of Alaska  
Commission # 180101034  
My Commission Expires January 1, 2022  
Notary Public in and for the State of Alaska  
My commission expires: 2/28/26

Subscribed and sworn to before me this 6<sup>th</sup> day of July, 2022.



## Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

---

### What is this form?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 3** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.315(2).

### What additional information is required for retail stores?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal

**This form must be completed and submitted to AMCO's main office before any new or transfer application for a retail marijuana store license will be considered complete.**

### Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Lake Landing Investments, LLC	MJ License #:	32848		
License Type:	Retail Marijuana Store				
Doing Business As:	Shoreline Cannabis				
Premises Address:	4200 E Snider Rd.				
City:	Wasilla	State:	Alaska	ZIP:	99654





Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake and flow of marijuana and marijuana product at your premises, and a description of what a standard customer visit to your establishment would entail:

When an Incoming transfer of marijuana or marijuana product arrives at our facility, the transfer agent will be greeted and will have their marijuana handler permit checked by our staff before being granted access to our facility.

All transfers will occur in the secure portion of our facility.

All visitors , including other licensees and transfer agents, will be logged in our visitors log and will be issued a visitors pass to wear prior to being granted access to enter the secure portion of our facility.

Every Incoming transfer will be verified against the manifest; ensuring package tags are with product and match product, and that the quantities and weights manifested are accurate. Once weights, quantities, and package tags have been verified, the manifest will be signed and dated by the receiving manager on duty and the time of acceptance will be noted on the hard copy of the manifest and the transfer will be accepted in METRC. If any variance should exist between the manifested quantity and the actual quantity, every effort will be made to reach the licensee before accepting or rejecting any transfer.

See cont'd response, P. 6.

Section 3 – Prohibitions

Review the requirements under 3 AAC 306.310.

3.1. Describe how you will ensure that the retail marijuana store will not sell, give, distribute, or deliver marijuana or marijuana product to a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance:

All staff members will be privately trained annually and prior to hire in preventing purchases by intoxicated persons under the influence of alcoholic beverages, inhalants, controlled substances as well as spice and other designer drugs. In addition, all employees will have completed the state required marijuana handlers course, passed the written examination in order to receive their current handler's permit (renewals as required).

See cont'd response P. 6.

3.2. I certify that the retail marijuana store will not:

Initials

- a. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355;
b. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet;
c. offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample;
d. offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or
e. allow a person to consume marijuana or a marijuana product on the licensed premises.

JB
JB
JB
JB
JB

Answer "Yes" or "No" to the following question:

Yes No

3.3. Do you plan to request future approval of the Marijuana Control Board to permit consumption of marijuana or marijuana product in a designated area on the proposed premises?

[ ] [x]



Section 4 – Signage and Advertising

Review the requirements under 3 AAC 306.360 and 3 AAC 306.365. All licensed retail marijuana stores must meet minimum standards for signage and advertising.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

4.1. I understand and agree to follow the limitations regarding the number, placement, and size of signs on my proposed establishment, set forth in 3 AAC 306.360(a).

JB

4.2. The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage the sale of marijuana or marijuana products.

JB

4.3. All advertising for marijuana or marijuana product will contain the warnings required under 3 AAC 306.360(e).

JB

4.4. I understand and agree to post, in a conspicuous location visible to customers, the notification signs required under 3 AAC 306.365.

JB

4.5. I certify that no advertisement for marijuana or marijuana product will contain any statement or illustration that:

a. is false or misleading;

JB

b. promotes excessive consumption;

JB

c. represents that the use of marijuana has curative or therapeutic effects;

JB

d. depicts a person under the age of 21 consuming marijuana; or

JB

e. includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana.

JB

4.6. I certify that no advertisement for marijuana or marijuana product will be placed:

a. within 1,000 feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21;

JB

b. on or in a public transit vehicle or public transit shelter;

JB

c. on or in a publicly owned or operated property;

JB

d. within 1,000 feet of a substance abuse or treatment facility; or

JB

e. on a campus for postsecondary education.

JB

Section 5 – Displays and Sales

5.1. Describe how marijuana and marijuana products at the retail marijuana store will be displayed and sold:

Products at our facility will be displayed; (1) hanging on a wall located behind our counter space in a restricted access area and (2) in secured glass cases, which only authorized personnel can access. Customers will not have free access to such display cases. No product is to be touched by anyone other than our employees prior to sale. Customers will consult our staff on which products they intend to purchase. All purchases will be made at our designated Point of Sale (POS) system. Once payment has been issued, the customer will be provided with their packaged products and may exit the building. All products within that purchase will have labeling provided by either the originating licensed cultivation company or SupHerb. The label will include the logo, store name, license number, THC levels (levels provided by a licensed Marijuana Testing Facility), and all warning statements required under 3 AAC 306.345.





**Section 6 – Exit Packaging and Labeling**

Review the requirements under 3 AAC 306.345.

6.1. Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):

Products will be packaged in opaque, resealable, child-resistant packaging as described in 3 AAC 306.345 (a). Any and all products to be sold will comply with; 3 AAC 306.470, 3 AAC 306.475, 3 AAC 306.565, 3 AAC 306.570 and 3 AAC 306.345(b).

Upon receipt of any marijuana from a license cultivation facility, staff will be required to inspect such packaging to verify the labeling requirements described in 3 AAC 306.475(a) and 3 AAC 306.570(c). Staff will also make sure to review the labeling information to verify that packaging and potency conforms to regulations set forth in 3 AAC 306.560.

The facility will utilize weight measuring scales in compliance to 3 AAC 306.745 to verify weights of product. Packaging to be resold from a cultivation facility without additional handling from our facility will not be in excess of one ounce in weight and will contain our company logo and license number. Wholesale purchases will be verified to not be in excess of five pounds of product for repackaging.

6.2. Provide a sample label that the retail marijuana store will use to meet the labeling requirements set forth in 3 AAC 306.345(b):

RESPONSE TO QUESTION 6.2: SAMPLE LABEL

**SAMPLE LABEL #1**

- (1) "Marijuana has intoxicating effects and may be habit forming and addictive."
- (2) "Marijuana impairs concentration, coordination, and judgment.  
Do not operate a vehicle or machinery under its influence."
- (3) "There are health risks associated with consumption of marijuana."
- (4) "For use only by adults twenty-one and older. Keep out of the reach of children."
- (5) "Marijuana should not be used by women who are pregnant or breast feeding."

Retailer: Shoreline Cannabis  
Retailer License No. 32848

**OG KUSH BUD 1.0 Grams**  
Harvest Batch No. 1A34fgh123

BARCODE: |||||

Net. Wt: 1.0 GR (0.03527396 OZ)

Cultivator: SOME GROWER, LLC.

TEST: THCA: 18.48%, THC 16.6%, CBD: .06%

Cultivator License No. 12345





Section 7 - Security

Review the requirements under 3 AAC 306.350 and 3 AAC 306.720.

7.1. Describe the retail marijuana store's procedures for ensuring a form of valid photographic identification has been produced before selling marijuana or marijuana product to a person, as required by 3 AAC 306.350(a):

All employees will be trained in the recognition of valid and acceptable identification per SOA regulations governing acceptable forms of identification. See 3 AAC 306.350(a)&(b). Employees will take the following steps to ensure valid identification has been produced prior to any entry into the retail store as follows: Make certain ID has not expired and person is over 21 years of age; request ID be removed from wallet or purse or anything with a cover over it; take physical control of the ID; check the date of birth; ensure ID has not been tampered with; look for any material changes to ID. See continued response.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

7.2. The video surveillance and camera recording system for the licensed premises covers each point-of-sale area.

JB

Section 8 - Waste Disposal

Review the requirements under 3 AAC 306.740.

8.1. Describe how you will store, manage, and dispose of any marijuana waste, including expired marijuana or marijuana products, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown or produced:

Prior to deeming marijuana as waste, we will notify the AMCO 3 days in advance in writing. Once the MCB has been notified, product awaiting disposal will be separated and stored in our secure waste storage area. Our secure waste storage is secured and monitored in compliance to 3 AAC 306. 715 and 3 AAC 306. 720, utilizing commercial steel-doors with key code/fingerprint locking mechanisms and high definition surveillance cameras. Upon approval, any marijuana waste, including expired marijuana products will be ground and mixed with organic material consisting of household waste, paper, food, coffee grounds, leaves, grass clippings etc. to produce a final waste product that is no more than 50% marijuana product. Once marijuana product is reconciled to be unusable for any and all intended purposes, we will transfer the waste to our on-site secured dumpster to await final disposal. Upon final disposal, we will record the final destination of said waste, in accordance with 3 AAC 306.740(c)(2), and store these records in our secure office in compliance with 3 AAC 306.755.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

8.2. The retail marijuana store shall give the board at least three days written notice required under 3 AAC 306.740(c) before making marijuana waste unusable and disposing of it.

JB

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Justin Benson

Signature of licensee

Justin Benson

Printed name of licensee

SARAH DONAHUE
Notary Public, State of Alaska
Commission # 180101034
My Commission Expires
January 1, 2022

Sarah Donahue
Notary Public in and for the State of Alaska

My commission expires: 2/28/26

Subscribed and sworn to before me this 6th day of July, 2022.





## Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

(Additional Space as Needed):

### 2.1 Response Cont'd:

Incoming marijuana or marijuana products received in bulk will be repackaged physically and within METRC, and will accordingly be labeled before imported into our POS system and becoming available for sale. Each time a bulk package is opened or repackaged, weights will be taken at the beginning and end of the process. Internal logs will be kept and variance due to moisture loss will be kept in Internal logs; adjusted, noted, and accounted for in METRC. Any waste will be noted in waste logs as well, and reported to AMCO via email three days before destroying and disposing of the waste material. Unpackaged quantities of bulk marijuana and/or marijuana product will remain locked in secure storage, consistent with our operating plan. METRC package tags will remain physically attached to the vessel containing bulk marijuana associated with each tag. Incoming marijuana or marijuana product which has been prepackaged prior to its arrival at our facility will have the labeling double checked for compliance before being made available for retail sale. Product will then be added to inventory within the point of sale system, and may have additional, POS specific, labeling/sku added. Upon entering the establishment, a customer will immediately be asked to present ID. Once their ID has been checked they will select product from a menu, be given an opportunity to view or sniff the product before purchasing. Products will be placed in AMCO compliant exit packaging before leaving our facility. All sales will be entered through our point of sale system, and will be reported through METRC, daily.

Each drawer will be closed at the end of each shift and the proceeds from each shift and day will be verified against accountability reports generated by our POS. At the end of each day, the day will be closed out within our POS. Within 24 hours of the closure of a business day, our sales data will be uploaded to METRC. Routine internal audits will be conducted- verifying accuracy between METRC, our POS, and product on hand. Inventory of prepackaged products will occur each night at the close of the shift and/or each morning before opening on internal forms, i.e. shift reports. Retail operations are anticipated to begin at 10am until as late as 12:00 a.m., 7 days a week.

3.1 Cont'd: Employees will look for signs of Impairment to include but not limited to:

- watery eyes ,
- slurred speech,
- blood shot or red eyes,
- glassy eyes which may have trouble staying open,
- their gait,
- coordination. This list is not exhaustive. If any of the above signs or any others are Identified, they will be asked to leave the premises and no sales will occur. This facility implements a zero tolerance for non-compliant behavior on our licensed premises. Our policy requires that all personnel be trained on how to identify a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance as set forth above. Any person(s) who are suspected of being in violation of 3 AAC306.310(a)(2) will be asked to vacate the premises and will be notified that non compliance will result in a trespassing charge in which local law enforcement will be notified.

7.1 Cont'd response:

A book/pamphlet of all legal ID's for all 50 states will also be used to include Canada should any questions arise surrounding its authenticity. If questions surround its authenticity, age verification etc. the person will not be admitted in to the facility and will be told to leave the premises immediately.

**From:** [Jana Weltzin](#)  
**To:** [Rick Benedict](#)  
**Cc:** [Brenda Butler](#); [Jana Weltzin](#)  
**Subject:** Re: Lease for Shoreline Cannabis  
**Date:** Monday, June 24, 2024 3:01:29 PM  
**Attachments:** [image.png](#)  
[image.png](#)

**[EXTERNAL EMAIL - CAUTION: Do not open unexpected attachments or links.]**

Hi Rick - if you look at both entities they are both owned by the same people Jackie Glatt and Teri Gunter - see below - it's Justin's understanding that the parents passed at some point and passed the property to the daughters (Jackie & Teri). The lease that I sent you is still in effect, Justin has not been provided any documentation regarding the change of ownership of the property, but pays rent and its the same natural persons. Hope this clarifies the situation, let us know if you need anything else - I will send separate email regarding change of date request.

### Name(s)

Type	Name
Legal Name	J & T LLC

Entity Type: Limited Liability Company

Entity #: 10240743

Status: Good Standing

AK Formed Date: 7/27/2023

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2025

Entity Mailing Address: 6405 COBBLECREEK CIR, ANCHORAGE, AK 99507

Entity Physical Address: 360 E INTERNATIONAL AIRPORT RD , ANCHORAGE, AK, US, ANCHORAGE, AK 99518

### Registered Agent

Agent Name: Teri Gunter

Registered Mailing Address: 6405 COBBLECREEK CIR, ANCHORAGE, AK 99507

Registered Physical Address: 6405 COBBLECREEK CIR, ANCHORAGE, AK 99507

### Officials

Show Former

AK Entity #	Name	Titles	Owned
	Jackie Glatt	Member	50.00
	Teri Gunter	Member	50.00

### Filed Documents



Type	Name
Legal Name	SENCO ALASKA, INC.

Entity Type: Business Corporation  
Entity #: 9635D  
Status: Good Standing  
AK Formed Date: 8/31/1970  
Duration/Expiration: Perpetual  
Home State: ALASKA  
Next Biennial Report Due: 1/2/2026  
Entity Mailing Address: 360 E INTL AIRPORT RD STE 12, ANCHORAGE, AK 99518  
Entity Physical Address: 360 E INTL AIRPORT RD STE 12, ANCHORAGE, AK 99518

### Registered Agent

Agent Name: TERI GUNTER  
Registered Mailing Address: 360 E INTL AIRPORT RD STE 12, ANCHORAGE, AK 99518  
Registered Physical Address: 360 E INTL AIRPORT RD STE 12, ANCHORAGE, AK 99518

### Officials

AK Entity #	Name	Titles	Owned
	Jackie Glatt	Director, Secretary, Shareholder, Treasurer	47.98
	Teri L Gunter	Director, President, Shareholder	52.02

Show Former

Jana D. Weltzin, Esq.

JDW, LLC

Principal Owner

901 Photo Avenue

Anchorage, Alaska 99503

[jana@jdwcounsel.com](mailto:jana@jdwcounsel.com)

907-231-3750 Office Line

630-913-1113 Cell

\*Licensed in Alaska and Arizona

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On Mon, Jun 24, 2024 at 2:51 PM Rick Benedict <[Rick.Benedict@matsugov.us](mailto:Rick.Benedict@matsugov.us)> wrote:

Hello Jana,

Thank you for the lease information. Borough records indicate the property was sold in 2023 by the original landlord, Senco Alaska LLC. Did the lease carry over to the new property owner, J&T LLC? Do you have any documentation of the lease being carried over during the sales transaction?

Also, can you please email a written request to re-schedule the public hearing for August 5? I need it in writing for my packet, along with an explanation for the request.

Thank you,

Respectfully,

Rick Benedict – Current Planner  
Development Services Division  
Matanuska-Susitna Borough  
(907)861-8527 direct

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**From:** Jana Weltzin <[jana@jdwcounsel.com](mailto:jana@jdwcounsel.com)>  
**Sent:** Monday, June 24, 2024 1:19 PM  
**To:** Rick Benedict <[Rick.Benedict@matsugov.us](mailto:Rick.Benedict@matsugov.us)>  
**Subject:** Lease for Shoreline Cannabis

[EXTERNAL EMAIL - CAUTION: Do not open unexpected attachments or links.]

Jana D. Weltzin, Esq.  
JDW, LLC  
Principal Owner



901 Photo Avenue

Anchorage, Alaska 99503

[jana@jdwcounsel.com](mailto:jana@jdwcounsel.com)

907-231-3750 Office Line

630-913-1113 Cell

\*Licensed in Alaska and Arizona

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By: Rick Benedict  
Introduced: June 3, 2024  
Public Hearing: July 15, 2024  
Action:

**MATANUSKA-SUSITNA BOROUGH  
PLANNING COMMISSION RESOLUTION NO. PC 24-08**

A RESOLUTION OF THE MATANUSKA-SUSITNA BOROUGH PLANNING COMMISSION ADOPTING FINDINGS OF FACT AND CONCLUSIONS OF LAW TO SUPPORT DENIAL OF A CONDITIONAL USE PERMIT FOR A MARIJUANA RETAIL FACILITY KNOWN AS SHORELINE CANNABIS AT 4200 E. SNIDER DRIVE, TAX ID # 5274B03L007A.

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WHEREAS, the Planning Commission conducted a public hearing on June 17, 2024, for a conditional use permit to operate a marijuana retail facility known as Shoreline Cannabis at 4200 East Snider Drive, Tax ID # 5274B03L007A; and

WHEREAS, during the public hearing, the Planning Commission questioned the staff about the proposed retail facility's proximity to the Knik Charter School; and

WHEREAS, the Planning Commission voted to postpone Planning Commission Resolution 24-08 until the next scheduled meeting on July 15, 2024, for staff to look into the question; and

WHEREAS, MSB 17.60.030(A)(4) requires a conditional use permit for the operation of a marijuana retail facility; and

WHEREAS, MSB 17.60.030(B) states that unless this type of use is maintained under and in accordance with a lawfully issued permit, marijuana retail facilities are declared to be a public nuisance; and

WHEREAS, MSB 17.60.150(B)(1) requires that at the time of their establishment, marijuana-related conditional uses must be located more than 1000' from school grounds; and

WHEREAS, MSB 17.60.150(C) states that separation distances are measured in a direct line between the closest point of the facility within which the retail facility is located and the closest point on the lot or parcel of land upon which school grounds are located; and

WHEREAS, MSB 17.60.010 defines school grounds as a lot or parcel with facilities primarily used for the academic education of children or young people, typically under 18 years of age; and

WHEREAS, using borough aerial imagery, planning staff found that the proposed retail facility is located approximately 530 feet from the nearest boundary of the property on which Knik Charter School is situated; and

WHEREAS, Shoreline Cannabis marijuana retail facility is not currently open for business; and

WHEREAS, according to the application materials, at the June 1-2, 2023 meeting of the Marijuana Control Board in Anchorage, Alaska, the board voted to approve Shoreline Cannabis new marijuana retail store application with delegation to the director of the Alcohol Marijuana Control Office (AMCO); and

WHEREAS, according to the application material, delegated status means that the board has authorized the AMCO director to issue the license once all outstanding approvals are received; and

WHEREAS, according to the application material, the AMCO license to operate has not been issued; and

WHEREAS, according to the Matanuska-Susitna Borough School Board minutes, the Knik Charter School application was approved on December 15, 2021; and

WHEREAS, according to the Knik Charter School website, the school is located at 758 North Shoreline Drive; and

WHEREAS, according to the staff at Knik Charter School, they provided instruction to K-12 students during the 2022-2023 and 2023-2024 school years; and

NOW, THEREFORE, BE IT RESOLVED, that the Matanuska-Susitna Borough Planning Commission hereby adopts the aforementioned findings of fact and makes the following conclusions of law supporting approval of Planning Commission Resolution 24-08;

1. The proposed use fails to meet all the requirements of MSB 17.60 pertaining to marijuana retail facility use (MSB 17.60.100(B)(4)).
2. The proposed retail facility fails to meet the requirement that it be located more than 1,000 feet from a lot or parcel upon which school grounds are located (MSB 17.60.150(B)(1)).



NOW, THEREFORE, BE IT RESOLVED, that the Matanuska-Susitna Borough Planning Commission finds this application does not meet the standards of MSB 17.60 and does hereby deny the conditional use permit for the operation of a marijuana retail facility at 4200 E. Snider Drive, TAX ID# 5274B03L007A.

ADOPTED by the Matanuska-Susitna Borough Planning Commission this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
C.J. Koan, Chair

ATTEST

\_\_\_\_\_  
Corinne Lindfors, Acting  
Planning Clerk  
(SEAL)

YES:

NO: