

## MEMORANDUM OF UNDERSTANDING

Between *WNDJ, LLC*  
and **Midtown Community Council**  
Effective Date: **May 8<sup>th</sup>, 2024**

This Memorandum of Understanding (hereafter “Agreement”) is hereby entered into by and between **Midtown Community Council** and, *WNDJ, LLC*, doing business as *No Limit*, a proposed Retail Marijuana Store with edible only onsite consumption and a Standard Marijuana Cultivation Facility, located at 300 W Tudor Road, Anchorage, Alaska 99503.

WHEREAS, the Community Council has a vested interest in ensuring that they represent the best interests of the community council area; and

WHEREAS, *WNDJ, LLC* is seeking to operate a legitimate business within the community council area; and

WHEREAS, the Community Council and *WNDJ, LLC* have a long-term interest in a mutually beneficial relationship to address communications, problem-solving; and

WHEREAS, this Agreement is intended to solidify neighborhood responsibility planning between the Company and Community Council.

Now, therefore, the parties agree as follows:

### AGREEMENT BASICS

1. The point of contact for the Marijuana Retail Store and Cultivation Facility is Smadar Warden, who can be contacted as follows: 907-903-3534 by phone or [smadi@cannabaska.com](mailto:smadi@cannabaska.com) via email. Contact may be outside of store hours if necessary to address issues as they arise. Changes to the point of contact or contact information shall be promptly shared with the Community Council.
2. The point of contact for the Midtown Community Council is Kris Stoechner, President, who can be contacted as follows: [stoechnerkris@gmail.com](mailto:stoechnerkris@gmail.com) or [907-240-4324](tel:907-240-4324)
3. *WNDJ, LLC* shall engage with the community council and the residents and property owners within 500 feet of the proposed business location on the following schedule: *Quarterly community council meetings beginning May 2024*.
4. When the Community Council’s residents or businesses, the Community Council, or the Retail Marijuana Store or Cultivation Facility raise issues of concern, the Community Council and the Retail Marijuana Store or Cultivation Facility will take the following progressive steps:
  - i. *Agree to discuss the issue at the next regularly scheduled community council meeting.*
  - ii. *Agree to call a special community council meeting to discuss the issue.*
  - iii. *Agree to call an executive board meeting of the community council to discuss the issue.*

The Retail Marijuana Store and Cultivation Facility are encouraged to attend regular Community Council meetings. The Community Council has identified the following particular considerations and expectations relating to the Retail Marijuana Store and Cultivation Facility's operations:

- Adherence to all municipal and state laws and regulations pertaining to the operation of a cannabis business
- Responsible business design and practices
- Neighborhood communication
- Active community citizenship
- Effective dispute resolution
- Cooperation with law enforcement
- **Control Odor from Cultivation – the licensee will ensure the smell of the cultivation will not leave the property lines. Licensee agrees to take the following smell control mitigation precautions:**
  - Professional Mechanical plans and equipment installed and monitored on a weekly basis;
  - Carbon filtration system with filters changed on a regular basis;
  - Smell log protocols in place with daily smell checks, morning and at closing, to ensure smell is under control;
  - Extra smell control protocols during harvest, such as closing air vents; restricting plant trimming to one room, and other preventative measures; and
  - Install new roof top filtration systems, minimizing outside air and final outside air output will be carbon filtered.

The Retail Marijuana Store and Cultivation Facility have identified the following particular concerns relating to locating within the Community Council:

- Security Concerns
- Traffic Control
- Odor Control (cultivation) see above precautions.

## ASSEMBLY AUTHORITY

Each party recognizes and agrees that the authority to approve renewals of the municipal licenses for the Retail Marijuana Store and Cultivation Facility rests exclusively with the Anchorage Municipal Assembly.

This Agreement mutually benefits the Community Council and WNDJ, LLC dba No Limit. The parties understand and acknowledge that they do not intend to create a formal partnership. Nothing in this Agreement shall be construed or interpreted to create any fiduciary responsibility between them. Neither party shall have any authority, express or implied, to act for or to assume any obligation or responsibility on behalf of the other party. Neither party shall be responsible for the liabilities of the other. The parties understand that non-compliance with this Agreement carries no penalties but instead shall be provided as information to the Anchorage Municipal Assembly for consideration during original and subsequent license and land use actions.

## TERM OF AGREEMENT

The parties have executed this Agreement as of the effective date. The Agreement may be updated periodically with the concurrence of both parties and shall remain in effect as long as WNDJ, LLC is licensed to operate at the identified location.

---

Kris Stoehner - President  
*Midtown Community Council*

---

Smadar Warden – Managing Member  
WNDJ, LLC