

Memorandum Of Understanding

Between AKGLD, LLC and the Midtown Community Council

Effective Date July 13th, 2016

This Memorandum of Understanding (hereafter "Agreement") is hereby entered into between the Midtown Community Council (hereafter "MTCC") within the Municipality of Anchorage and AKGLD, LLC (hereafter "AKGLD") an applicant for a municipal license and special land use permit for marijuana retail establishment and cultivation facility to be located at 2612 Eagle St and 407 E Northern Lights Blvd, Anchorage, Alaska 99503.

I. RECITALS

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

WHEREAS, AKGLD is seeking to open a legitimate business within the Anchorage area; and

WHEREAS, MTCC and AKGLD have a long-term interest in fostering a mutually beneficial relationship to address communications and problem-solving; and

WHEREAS, this Agreement is intended to satisfy neighborhood responsibility planning requirements in municipal code;

Now, therefore, the parties agree as follows:

II. AGREEMENT BASICS

1. The point of contact for AKGLD is James Millhouse, who can be contacted as follows: 907- 351-6699 or akgreenlight@yahoo.com. 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 MTCC.
2. The point of contact for MTCC is the President. That person's name and contact information is posted on the MTCC website maintained by the Federation of Community Councils. Contact may be outside of regular business hours. Changes to the point of contact or contact information shall be promptly shared AKGLD.
3. The following individuals are authorized to speak for AKGLD at Community Council meetings: James Millhouse and Theresa Collins, TC Consultants. Changes in individuals authorized to speak for AKGLD shall be promptly shared with MTCC.
4. AKGLD shall engage with the residents, businesses and property owners within 500' of the proposed business location on a monthly basis and will attend at minimum one Community Council meeting per quarter. AKGLD will also email MTCC any business updates that may effect or change this agreement.

5. AKGLD hours of operation will be from 10:00 am to 8:00 pm.
6. When MTCC residents, businesses or AKGLD raise issue of concern, MTCC and AKGLD will take the following steps:
 - All parties involved will be notified via email and phone call.
 - The party that has been notified of a complaint will have 10 days to respond to the complaint via email to the community council email directly.
 - Issue will be addressed at the following regularly scheduled MTCC meeting.
 - If the issue cannot be resolved to the satisfaction of both parties the MTCC president will call a special Community Council meeting to discuss the issue, notifying residents and businesses who are members of MTCC via the MTCC email list. Both Assembly representatives and the Municipal Ombudsman will be invited.

III. ASSEMBLY AUTHORITY

Each Party Recognizes and agrees that the authority to approve or deny a municipal license and special land use permit for a marijuana retail sales establishment or cultivation facility rests exclusively with the Anchorage Municipal Assembly.

IV. NO FORMAL PARTNERSHIP

This Agreement is mutually beneficial to MTCC and AKGLD. 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 information provided to the Anchorage Municipal Assembly for consideration during original and subsequent license and land use actions.

V. TERM OF AGREEMENT

The parties have executed this Agreement as of the effective date. The Agreement may be updated from time to time with the concurrence of both parties and shall remain in effect as long as AKGLD is licensed to operate at the identified locations.

On this DATE the 13 day of July, 20 16.

BY: Peggy Johnson
President of Midtown Community Council

BY: _____
James Millhouse, Owner