

MEMORANDUM OF UNDERSTANDING

Between AlaskaSense, LLC
and Midtown Community Council
Effective Date: ____ June, 2025

I. RECITALS

This Memorandum of Understanding (hereafter “Agreement”) is hereby entered into by and between Midtown Community Council (hereafter “MTCC”), a community council within the Municipality of Anchorage and AlaskaSense, LLC (hereafter “Marijuana Cultivation Facility”), an applicant for a municipal license and special land use permit for a marijuana cultivation facility located at 521 W. Tudor Road, Unit 202, Anchorage, AK 99503.

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

WHEREAS, AlaskaSense, LLC is seeking to continue operating a legitimate business within the community council area; and

WHEREAS, the Community Council and AlaskaSense, LLC 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 requirements in municipal code;

Now, therefore, the parties agree as follows:

II. AGREEMENT BASICS

1. The point of contact for AlaskaSense, LLC is Smadar Warden, who can be contacted by phone at 907-903-3534 or via email at smadi@cannabaska.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 the MTCC, in writing, and subject MOU will be updated at that time.
2. The point of contact for the MTCC is Kristine Stoechner who may be contacted by phone at 907-240-4324 or via email at stoechnerkris@gmail.com. Contact may be outside of regular business hours. Changes to the point of contact or contact information shall be promptly shared with the Marijuana Cultivation Facility.
3. The following three individuals are authorized to speak for the Marijuana Cultivation Facility at community council meetings: Smadar Warden, Nathan Warden, and Attorney Jana Weltzin. Changes in individuals authorized to speak for the Marijuana Cultivation Facility shall be promptly shared with the MTCC.
4. AlaskaSense, LLC shall engage with the residents and property owners within 500 feet of the business location through quarterly personal contact.
5. When residents or business owners in the MTCC raise issues of concern with the MTCC or with the Marijuana Cultivation Facility, the MTCC and the Marijuana Cultivation Facility will take the following steps:
 - a. Agree to discuss the issue at the next regularly scheduled community council meeting.
 - b. If requested, agree to call a special community council meeting to discuss the issue.

- c. If requested, agree to call an executive board meeting of the community council to discuss the issue.
- 6. AlaskaSense, LLC is encouraged to attend regular Community Council meetings. The Licensees, Smadar Warden or Nathan Warden will make a concerted effort to attend the Community Council meeting every three (3) months, at a minimum.
- 7. The Community Council has identified the following particular concerns relating to the Marijuana Cultivation Facility application and business:
 - a. Adherence to all municipal and state laws and regulations pertaining to the operation of a cannabis cultivation facility
 - b. Responsible business design and practices
 - c. Neighborhood communication
 - d. Active community citizenship
 - e. Effective dispute resolution
 - f. Cooperation with law enforcement
 - g. MTCC and the Marijuana Cultivation Facility have identified that there are specific community concerns revolving around odor and odor control. To address and mitigate odor concerns and to enhance odor control mechanisms, the so named business agrees to the following:
 - i. Maintain an odor internal report log. Each morning and each night a Cultivation Facility representative will walk around the exterior of the building to ensure no odor is seeping from the Facility and report those findings on the log;
 - ii. Maintain a regular schedule of changing charcoal filters that filter air out from the exhaust of the Cultivation Facility;
 - iii. Be cognizant of harvest schedule and take extra precautions during harvest time to control smell. This shall include being mindful of opening cultivation exterior doors for prolonged periods, ensuring that filters are not due for replacement, and taking extra smell log reports throughout harvest days to ensure smell is not seeping out of the Facility;
 - iv. Appointing an agent of the business to specifically be a direct point of contact for neighbors who have previously expressed concerns about odor. In case those neighbors smell odor they have direct contact to that person who will take action to mitigate the smell.
 - v. Create written smell mitigation policies for all cultivation staff to adhere to, including, but not limited to, an explanation of the importance of maintaining proper pressure in the building with clear direction on what not to do to disrupt the proper pressure of the building.
 - h) AlaskaSense, LLC identified the following particular concerns relating to locating within the Community Council:
 - a. Security Concerns
 - b. Odor Control (cultivation)

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 cultivation facility rests exclusively with the Anchorage Municipal Assembly.

IV. NO FORMAL PARTNERSHIP

This Agreement is mutually beneficial to the Community Council and AlaskaSense, LLC. 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 to the Anchorage Municipal Assembly for consideration during original and subsequent license and land use actions.

IV. 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 AlaskaSense, LLC, is licensed to operate at the identified location.

Kris Stoechner - President
Midtown Community Council

Date _____

Smadar Warden – Manager, Member

Date: _____