

MEMORANDUM OF UNDERSTANDING  
Between Arctic Herbery  
and Taku/Campbell Community Council

Effective Date: 9/21/2016

This Memorandum of Understanding (hereafter "Agreement") is hereby entered into by and between Taku/Campbell Community Council (hereafter "Community Council"), a community council within the Municipality of Anchorage, and Arctic Herbery A retail Marijuana store (hereafter "Marijuana Store"), an applicant for a municipal license and special land use permit for a marijuana retail sales establishment to be located at 7107 Arctic Blvd Anchorage, AK 99518.

I. RECITALS

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

WHEREAS, the Marijuana Store is seeking to open a legitimate business within the community council area; and

WHEREAS, the Community Council and the Marijuana Store 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 the Marijuana Store is Bryant Thorp, who can be contacted as follows: phone # (907) 317-1895. 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 Community Council is Ron Jordan, who can be contacted as follows: (907) 952-9522. Contact may be outside of regular business hours. Changes to the point of contact or contact information shall be promptly shared with the Marijuana Store.
3. The following two individuals are authorized to speak for the Marijuana Store at community council meetings: Bryant Thorp and Kim Thorp. Changes in individuals authorized to speak for the Marijuana Store shall be promptly shared with the Community Council.
4. The Marijuana Store shall engage with the community council and the residents and property owners within 500 feet of the proposed business location, on the following schedule: Third Thursday of the month as the Dimond Center Hotel.



5. When the Community Council's residents or businesses, the Community Council, or the Marijuana Store raise issues of concern, the Community Council and the Marijuana Store will take the following progressive steps:

- a. Agree to discuss the issue at the next regularly scheduled community council meeting.
- b. Agree to call a special community council meeting to discuss the issue.
- c. Agree to call an executive board meeting of the community council to discuss the issue.

6. The Marijuana Store is encouraged to attend regular Community Council meetings. The Marijuana Store will make a concerted effort to attend the Community Council meeting monthly (except summer months) at a minimum.

7. The Community Council has identified the following particular concerns relating to the Marijuana Store's application and proposed business: Safety and Security

The Marijuana Store has identified the following particular concerns relating to locating within the Community Council: None

### III. ASSEMBLY AUTHORITY

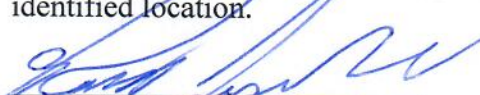
Each party recognizes and agrees that the authority to approve or deny a municipal license and special land use permit for a marijuana retail sales establishment rests exclusively with the Anchorage Municipal Assembly.


### IV. NO FORMAL PARTNERSHIP

This Agreement is mutually beneficial to the Community Council and the Marijuana Store. 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 the Marijuana Store is licensed to operate at the identified location.

  
\_\_\_\_\_  
Ron Jordan, President  
Taku/Campbell Community Council  
Date: 9-26-16

  
\_\_\_\_\_  
Bryant Thorp, Owner  
Arctic Herbery  
Date: 9/26/16