

RECEIVED
MAY 15 2018

Connor Nelson
HPR Storage
Box 2094
Sitka, Ak.

Michael Scarcelli
Planning Director
C&B of Sitka

Subject:
CU 16-31 Marijuana Retail conditional Use Permit at 4612 HPR

Dear Mr. Scarcelli

A condition of approving this permit was, "the applicant shall provide parking in compliance with this code, " 22.20.100 "

Briefly, the unit with marijuana retail has a frontage of 23'. With two stories above the retail that require parking, holistic parking would need to be worked out. I addressed this in the lease with the statement, "parking will be addressed by separate written understanding" that's now a dead issue.

The applicant has not and cannot provide parking as required by CUP, I'm asking the subject CUP on my property be revoked immediately.

Thanks, Connor/ Valorie Nelson
Owners
5/15/18
738-5030

KIVE

Agreement to Lease
4612 Halibut Point Road Sitka, Alaska 9985

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AGREEMENT TO LEASE 4612 Halibut Point Road Sitka, Alaska 99835 made this day 4th of October 2016, between: Connor Nelson (hereafter referred to as "Landlord") and Green Leaf, Inc., an Alaskan Corporation (hereafter referred to as "Tenant"). Tenant and Landlord collectively referred to as the "Parties." This Agreement to Lease is referred to throughout the Agreement to Lease as "Lease" and/or "Agreement."

In consideration of acts performed and to be performed, mutual promises made and exchange, monies paid and other good and valuable considerations, receipt of which is hereby acknowledged, and parties agree as follows:

Section 1. LEASED PREMISES.

Landlord hereby leases to Tenant, and Tenant leases from Landlord, on a NNN basis, approximately 1060 square feet of ground floor retail space, and 1060 feet of onsite consumption on second floor space: at the premises situated in the Sitka Recording District, Third Judicial District, State of Alaska, more particularly described as: 4612 Halibut Point Road Sitka, Alaska 99835. Parking will be addressed by separate written understanding.

Section 2. OCCUPANCY DATE

Occupancy date shall be November 1st, 2016.

Section 3. RATE

For the time period of November 1, 2016 to April, 1st 2022, the rental rate of the premises shall be totaling a monthly payment of \$2,400 plus tax paid by Tenants to Landlord no later than the 5th day of each month. Thereafter, commencing on April 1st, 2017, If no prior arrangement is made late fees shall be \$50.00 dollars per day after a grace period of 3 business days.

Section 4. LENGTH OF TERM.

The length of the term of this Lease shall be for 5 years from the date of Commencement of Term unless sooner terminated or extended as herein provided.

Section 5. TENANT'S OPTION TO RENEW LEASE.

Tenant, at Tenant's option, shall have the option to renew Lease for an additional three (3) year term to be negotiated between landlord and tenant.

Section 6. OPTION TO PURCHASE

Tenant's shall have the Option to Purchase the leased space described herein at any time during

Sitka's resources for best return on investment (renewable electricity), 2.2.1 economic base, 2.2.3 produce high quality goods, 2.2.5 protect health and welfare of community (through conditions), 2.2.10 respect social and community values (70% support recreational marijuana), 2.3.6 focus on waste water and watershed protection (through conditions and operating plan), 2.4.1 orderly use, 2.4.4 resolve conflicts of use through public process, and 2.6.2 commercial development without substantial negative impacts (through conditions and regulations). Overall, the conditional approval with appropriate conditions and default state regulations appears to offer the best economic development by providing jobs, tax revenue, utilizations of electricity that has extra supply, comports with existing community values, and creates harmony of use for the area.

Some of the positive impacts include increasing jobs directly and indirectly through on-site employees, contractors for building and business design, sale tax revenue, tourism incentives, and sale of electricity. Potential negative impacts are adequately mitigated through stringent state regulations incorporated into the municipal conditional use permit via security protocols, tracking system, diversion protocols, camera and security features, odor control, other means.

m. Other criteria that surface through public comments or planning commission review

1. Any impact or criteria that surfaces through public comment, planning staff review, or planning commission review.³

Safety: Building Safety is being reviewed by the Building Department and shall be governed by Conditions of Approval:

1. All licensed facilities shall comply with all life and safety regulations as promulgated by the municipal Building Official.
2. All licensed commercial uses shall provide a fire safety plan, material handling plan, and comply with all applicable fire safety regulations that satisfies the Fire Marshal or their designee and the Building Official.

In addition, all public, health and safety has been adequately addressed with the operating plan and proposed conditions regarding parking compliance and odor control. Emergency access, security, and diversion programs have all addressed any other potential safety concerns.

Parking: Per section 22.20.100 Off-street Parking, the applicant shall provide parking in compliance with this code. Staff would apply Section 22.20.100(G)(13) for industrial and manufacturing uses, (G)(1) for residential, and (G)(15) for the retail use⁴, plus one loading space. All uses on the specific lot for the proposed use would need a holistic parking analysis. Even future permitted uses would need to comply and provide adequate parking per code to establish the use. This shall be a condition of approval to comply with SGC and existing parking requirements. Lack of parking details aside, staff does not see this being a major issue warranting extensive discussion.

Note: a foundation permit shows a potential 3,180 sq. foot structure with retail and residential use as well as a 3,600 metal building to be used for storage. All of these would need to comply with conditions of approval and SGC where applicable.

³ §22.24.026(D)(2)

⁴ Note: Retail requires 1 space per 300 g.s.f. per code section 22.20.100(G)(15).



City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

Coast Guard City, USA

RECEIVED
MAY 15 2016

Planning and Community Development Department

Date: November 11, 2016

To: Planning Commission

From: Staff

Re: CU 16-31 Marijuana Retail Conditional Use Permit at **4612** Halibut Point Road

GENERAL INFORMATION

Applicant: Green Leaf, Inc.

Property Address: **4612** Halibut Point Road

Property Owner: Connor and Valerie Nelson

Legal Description: Lot 1 Wyatt-Cox Resubdivision #2

Parcel ID Number: 25875002

Size of Existing Lot: 10,646 sq. ft.

Zoning: General Commercial Mobile Home (C-2)

Existing Land Use: Commercial and Residential

Utilities: Full city services

Access: Off of HPR

Surrounding Land Use: Residential, Commercial, & Industrial

ATTACHMENTS

Attachment A: Application

Attachment B: Vicinity Map

Attachment C: Aerial Vicinity Map

Attachment D: Pictures

Attachment E: Zoning Map

Attachment F: Subdivision Plat

Attachment G: Site Plan

MEETING FLOW

- Report from Staff
- Applicant comes forward
- Applicant identifies him/herself – provides comments
- Commissioners ask applicant questions
- Staff asks applicant any questions
- Floor opened up for Public Comment
- Applicant has opportunity to clarify or provide additional information
- Comment period closed - brought back to the board
- Findings
- Motion of Recommendation

Attachment H: Floor Plan (s)

Attachment I: Narrative

Attachment J: AMCO Application

Attachment K: Buffer Map – 500 feet

Attachment L: Mailing List – 300 feet

Attachment M: Ownership

Attachment N: Payment

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MAY 15 2018

Subject: Re: 4612 HPR
From: Connor Nelson (keystone99835@yahoo.com)
To: aaronbean28@gmail.com;
Date: Saturday, February 27, 2016 8:01 AM

CUP APR 11/11/16

Aaron Is there any merit to looking at a temporary stand, something like the coffee stands.
C

From: Aaron <aaronbean28@gmail.com>
To: keystone99835@yahoo.com
Cc: Eric Vanveen <ericvanveenfvzip@gmail.com>; cathievanveen@gmail.com
Sent: Wednesday, February 24, 2016 6:02 PM
Subject: 4612 HPR

Conner,

After our chat today I thought of a few things. What would you think about applying for a conventional loan for the building -we'd come up with the down payment- as long as we could have part in the design and have a way to recover the money if things go bad. This would keep you from having to pull any equity loans, and hopefully save you interest money.

If this works out, Green Leaf would buy the building and lot under similar terms as the grow so you can make money off the interest and we can have a write off.

Let me know what you think!

-Aaron

Sent from my iPhone

↑
4614 B&C

Subject: Re: monies due
From: Aaron Bean (aaron.bean@greenleafalaska.com)
To: keystone99835@yahoo.com;
Date: Wednesday, December 27, 2017 4:39 PM

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Connor,

We need to have a contract, I'll work in on getting you a percentage of sales, per your request. I'd ask again, that we solidify a note and contracts for the bays as we discussed. I'm only conveying what's been asked of me. By your tone I'm assuming you do not want to go further into business with Green Leaf. I'm not going to play the blame game. What do you say we try to make it through the winter and get a tour season under our belt?

On another note, I'm not bullshitting you about my continued with TruVim. I'm working on getting a clear set of financials for you to see. As you know the company suffered another loss do to theft and sabotage. The extent of damage caused has yet to be fully realized.

If you want to chat I'm at the store tonight.

Thanks,

-AB

On Wednesday, December 27, 2017, Connor Nelson <keystone99835@yahoo.com> wrote:

This idea that a written contract between us is holding up your work with TruVim is just a lot of crap. I have copies of letters showing the amount owed going back 9 months, also letters of yours working with TruVim going back that far. Appears you'll say or do anything to avoid paying any part of your obligations.

We're off hunting for a short day and can get together this evening.

Thanks

Connor Nelson
PO Box 2094
Sitka, AK 99835
Keystone Associates, Inc.

— Forwarded Message —

From: Connor Nelson <keystone99835@yahoo.com>
To: Aaron Bean <aaron.bean@greenleafalaska.com>
Sent: Tuesday, December 26, 2017 5:45 PM
Subject: Re: monies due