



CITY AND BOROUGH OF SITKA

Meeting Agenda - Final

Planning Commission

Wednesday, October 21, 2020

7:00 PM

Harrigan Centennial Hall

I. CALL TO ORDER AND ROLL CALL

II. CONSIDERATION OF THE AGENDA

III. CONSIDERATION OF THE MINUTES

A [PM 20-17](#) Approve the October 7, 2020 minutes.

Attachments: [16-October 7 2020 DRAFT](#)

IV. PERSONS TO BE HEARD

(Public participation on any item off the agenda. All public testimony is not to exceed 3 minutes for any individual, unless the Chair imposes other time constraints at the beginning of the agenda item.)

V. PLANNING DIRECTOR'S REPORT

VI. REPORTS

VII. THE EVENING BUSINESS

- B** [CUP 20-15](#) Public hearing and consideration of a conditional use permit for a marijuana product manufacturing facility, extract only at 120 Jarvis Street Unit E in the I - Industrial district. The property is also known as Lot 2A Sitka Projects Subdivision Lot 1 and Lot 2 Lot Line Adjustment. The request is filed by Darren Phillips. The owner of record is Baranof Investments LLC.

Attachments: [CUP 20-15](#) [Fiber Flite](#) [MJ Concentrate](#) [120 E Jarvis](#) [Staff Report](#)

[Aerial](#)

[Zoning, Buffer, and Density Maps](#)

[Site Plan](#)

[Floor Plan](#)

[Photos](#)

[Plat and As-Built](#)

[CBS Applications](#)

[AMCO](#)

- C** [P 20-08](#) Public hearing and consideration of a boundary line adjustment of the properties at 1301 Edgecumbe Drive and Lot 1 Little Critter Highlands Subdivision in the R-1 single-family and duplex residential district and the R-2 multifamily residential district. The properties are also known as Lot 1 Old City Shops Subdivision and Lot 1 Little Critter Highlands Subdivision. The request is filed by Robert Woolsey Jr. The owner of record is Robert Woolsey Jr.

Attachments: [P20-08](#) [Woolsey](#) [BLA](#) [Staff Report](#)

[Aerial](#)

[Current Plat](#)

[Proposed Plat](#)

[Photos](#)

[CBS Applications](#)

- D** [ZA 20-06](#) Public hearing and consideration of a request for a zoning map amendment to rezone 303 Charteris Street from R-1 LDMH single-family, duplex or manufactured home low density district to R-1 single-family and duplex residential district. The property is also known as Lot 11B, Potter Estates. The request is filed by Jere Christner. The owner of record is the Christner Alaska Community Property Trust.

Attachments: [ZA 20-06 Christner Rezone Staff Report](#)

[ZA 20-06 Christner Rezone Aerial](#)

[Zoning Map](#)

[Plat 85-27](#)

[As-built](#)

[Photos](#)

[Applicant Materials](#)

- E** [MISC 20-16](#) Public hearing and consideration of an amendment to a conditional use permit for an accessory dwelling unit at 1705 Sawmill Creek Road in the R-1 single-family and duplex residential district. The property is also known as a portion of U.S. Survey 1878. The request is filed by Zak Wass. The owner of record is Morgan Doubleday.

Attachments: [CUP 16-20 Amendment Wass 1705 SMC ADU Staff Report](#)

[Aerial](#)

[Original CUP Approval Minutes](#)

[Site Plan](#)

[Floor Plan](#)

[Photos](#)

VIII. ADJOURNMENT

NOTE: More information on these agenda items can be found at <https://sitka.legistar.com/Calendar.aspx> or by contacting the Planning Office at 100 Lincoln Street. Individuals having concerns or comments on any item are encouraged to provide written comments to the Planning Office or make comments at the Planning Commission meeting. Written comments may be dropped off at the Planning Office in City Hall or emailed to planning@cityofsitka.org. Teleconference options can be found at <https://www.cityofsitka.com/government/departments/planning/index.html>. Those with questions may call (907) 747-1814.



CITY AND BOROUGH OF SITKA

Minutes - Draft

Planning Commission

Wednesday, October 7, 2020

7:00 PM

Harrigan Centennial Hall

I. CALL TO ORDER AND ROLL CALL

Present: Chris Spivey (Chair), Darrell Windsor, Randy Hughey, Stacy Mudry, Wendy Alderson

Absent: Kevin Mosher (assembly liaison)

Staff: Amy Ainslie (Planning Director), Ben Mejia (Planner I)

Public: Marty Martin, Justin Brown, Katie Riley

Chair Spivey called the meeting to order at 7:02 PM.

II. CONSIDERATION OF THE AGENDA

III. CONSIDERATION OF THE MINUTES

- A [PM 20-16](#) Approve the September 16, 2020 minutes.

Attachments: [15-September 16 2020 DRAFT](#)

M-Windsor/S-Mudry moved to approve the September 16, 2020 minutes. Motion passed 5-0 by voice vote.

IV. PERSONS TO BE HEARD

V. PLANNING DIRECTOR'S REPORT

Ainslie welcomed Alderson as the newest member of the Commission. Ainslie introduced Alderson by stating that she had lived in Sitka for 25 years and volunteered on numerous non-profits. Ainslie also noted that Alderson had been active in the development process, specifically through renovation and in the rental market.

Ainslie announced Hughey's final Commission meeting was this evening and commended his five years of service to the Commission, where he provided his wisdom and insight.

Ainslie informed the Commission that two applications for Hughey's vacant chair were scheduled for review by the Assembly on October 13th which meant all seats should be filled for the October 21st meeting. Ainslie reminded the Commission that City Hall would be closed on October 19th in observance of Alaska Day.

VI. REPORTS

VII. THE EVENING BUSINESS

- B** [CUP 20-14](#) Public hearing and consideration of a conditional use permit for a marijuana cultivation facility at 213 Price Street in the I Industrial district. The property is also known as Lot 1A, Mick's Resubdivision. The request is filed by AKO Farms, LLC. The owner of record is Justin Brown.

Attachments: [CUP 20-14 AKO Farms MJ Cultivation 213 Price St Staff Report](#)
 [CUP 20-14 AKO Farms MJ Cultivation 213 Price St Aerial](#)
 [CUP 20-14 AKO Farms MJ Cultivation 213 Price St Zoning and Buffer Maps](#)
 [CUP 20-14 AKO Farms MJ Cultivation 213 Price St Site Plan](#)
 [CUP 20-14 AKO Farms MJ Cultivation 213 Price St Floor Plan](#)
 [CUP 20-14 AKO Farms MJ Cultivation 213 Price St Photos](#)
 [CUP 20-14 AKO Farms MJ Cultivation 213 Price St Plat and As-Built](#)
 [CUP 20-14 AKO Farms MJ Cultivation 213 Price St CBS Applications](#)
 [CUP 20-14 AKO Farms MJ Cultivation 213 Price St AMCO Application](#)
 [CUP 20-14 AKO Farms MJ Cultivation 213 Price St Public Comment](#)

Ainslie described the proposal for a marijuana cultivation facility at 213 Price Street in the Industrial Zone. Ainslie stated that the location was directly adjacent to another cultivation facility, concentrate facility, and retail shop operated by the applicant at 1210 Beardsley Way. Ainslie explained that the current proposal was to use an existing approximately 5,600 sq. ft. building on the property. The proposal would have four grow rooms, a veg. room, a clone room, three bathrooms, a storage room, and a kitchenette. Ainslie told the Commission that no sensitive uses were identified within a 500 foot buffer around the property although Ainslie noted that the burden of proof to the Alcohol & Marijuana Control Office (AMCO) was on the applicant.

Ainslie presented the potential impacts of the proposal and identified a minimal impact to traffic due to the proposed grow operation, as only around five employee vehicles would park at the property although the property was in the Industrial zone, high traffic was expected in the area. Ainslie also identified that the chance of creating a cut-through traffic scenario was low. Ainslie identified minimal impact to noise from the proposal, the primary cause of increased noise would come from ventilation and heat pump, but noise was expected in the Industrial zone. Ainslie identified a possible impact to odors from the proposal, as is a common concern with marijuana facilities. Ainslie noted that the applicant had a strong track record of odor mitigation and management. The proposal included ventilation filtration and carbon canister filtration. Ainslie stated that while there were not a lot of buffers on the site, the building was situated to the west of the lot away from Price Street and some vegetation and drainage easements also served as a buffer. Staff recommended approval on this item.

Present were Justin Brown and Marty Martin, as the applicant AKO Farms, LLC. Brown informed the Commission that the proposal was to add 84 more lights to provide more product to meet demand and would be the first LED lighting system they would implement. Spivey asked the applicants if their intent was to match the quality of their existing grow operations. The applicants said they would build it exactly the same.

Spivey commended the applicants as a model of how to operate marijuana facilities and saw no issue with their application. Alderson requested that staff read the public comment and asked if ventilation was to be placed away from neighboring residential uses. Brown responded that their ventilation is placed away from residential properties and that the heat from lighting heated the exhaust as it left the facility upward from the roof rather than outward. Ainslie read public comment from Ann-Marie Parker that voiced concern over odor, noise, and traffic in the area.

Spivey expressed his understanding of the public comment but recognized that they were in Industrial and Commercial zones and those uses needed to be preserved.

M-Hughey/S-Windsow moved to approve the conditional use permit application for a marijuana cultivation facility at 213 Price Street subject to conditions of approval. The property was also known as Lot 1A, Mick's Resubdivision. The request was filed by AKO Farms, LLC. The owner of record was Justin Brown. Motion passed 5-0 by voice vote.

M-Hughey/S-Windsor moved to find that there were no negative impacts present that had not been adequately mitigated by the attached conditions of approval, and to adopt the findings as listed in the staff report. Motion passed 5-0 by voice vote.

C [MISC 20-15](#)

Discussion/Direction on annual reporting for marijuana establishment conditional use permits.

Attachments: [MISC 20-15 Annual Reporting Marijuana CUPs_Staff Memo](#)
[MISC 20-15 Annual Reporting Marijuana CUPs Draft Report Template](#)

Ainslie introduced the item and explained that staff was interested in conducting annual or bi-annual reports for most conditional use permits to better track active and inactive permits and mitigate potential impacts. Ainslie referred to annual report for short-term rentals as a good system that was a single form that allowed data aggregation and analysis over time. Ainslie explained that the next category of conditional use permits that staff wanted to implement reporting for was marijuana. Ainslie sought input and guidance from the Commission on the whether to pursue reporting for this issue and what information might benefit the Commission.

Hughey asked if there had been a lot of public complaints with regards to marijuana use. Ainslie responded that there had not been a lot of public complaint yet and that the primary reason for staff to pursue reporting was to facilitate in recommendations that staff provides AMCO and to determine what permits are still active. Spivey asked if staff could use information from AMCO to generate reports. Ainslie responded that she would investigate that possibility and noted that annual reporting would provide the data needed to make informed policy. The Commission expressed a desire to minimize the burden placed on the local marijuana industry.

Katie Riley asked if there was a limited number of permits and if different marijuana uses required the same permitting process. Ainslie explained that while there was no definite number of marijuana related conditional use permits, the stringent permitting process placed a damper on the number marijuana permits given. Ainslie also explained that all types of marijuana use required a permit. Staff agreed with the Commission to look into what information could be accessed from AMCO and internally in the city and report back to the Commission on subsequent steps.

VIII. ADJOURNMENT

Seeing no objection, Chair Spivey adjourned the meeting at 7:38 PM.



City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

Coast Guard City, USA

Planning and Community Development Department

Case No: CUP 20-15
Proposal: Marijuana Product Manufacturing Facility, Extract Only
Applicant: Darren Phillips for Fiberflite
Owner: Baranof Investments, LLC
Location: 120 E Jarvis Street
Legal Desc.: Lot 2A Sitka Projects Subdivision Lot 1 and Lot 2 Lot Line Adjustment
Zone: Industrial
Size: 34,458 square feet
Parcel ID: 3-0407-002
Existing Use: Industrial/Commercial
Adjacent Use: Industrial, Commercial, Public Facilities, and Residential
Utilities: Existing via easement
Access: Easement to Jarvis Street and Smith St.

KEY POINTS AND CONCERNS:

- Odor: Applicant has provided operation plan that includes filtration in application for state license. City conditions will also mandate odor control and amended plan for odor control plan details.
- Security: Applicant has provided a security plan as required by state license. City conditions will also mandate the maintenance of a security plan and SPD review.
- Waste management: State regulations and conditions of approval require a waste management plan. It is conditioned that disposal plan of wastewater, fertilizers, and chemicals be amended.
- Cultivation/product manufacturing has low traffic and parking demand. Site is sufficient for such use.
- No known sensitive uses within 500 feet. Applicant shall note what a sensitive use is.

RECOMMENDATION: Approve the conditional use permit, subject to the attached conditions of approval.

BACKGROUND/PROJECT DESCRIPTION

The proposal is for a conditional use permit for a marijuana product manufacturing facility, extract only (also more commonly referred to as a marijuana concentrate facility), located at 120 Jarvis Street Unit E, which is zoned Industrial. A conditional use permit (CUP)¹ pursuant to SGC 22.24.026 for a marijuana concentrate facility in an Industrial zone.

The proposal includes a concentrate processing operation within Unit E. These are two level units. Important to note is that unit E is a two level unit and has a footprint of approximately 1400 square feet, with a restricted access mezzanine for storage that is approximately 500 square feet.

A cultivation facility owned and operated by the applicant, not subject to this review, are located on the property as well in Unit C of this building. The existing operations have received all necessary municipal and state licenses and permits.

All review shall include standard application requirements as other conditional use permits. Review shall use specific criteria that are applicable to determine impact analysis, whether conditions of approval can mitigate negative impacts, and if there are no remaining impacts that have not been mitigated by the proposed conditions and therefore justifies approval. The criteria for analysis shall include all criteria in SGC 22.24.010(E)(1) and any impact or criteria that surfaces through public comment, planning staff review, or planning commission review.²

Findings of fact shall also be made in compliance with SGC. If approved, standard conditions as well as any additional conditions required to mitigate adverse impacts shall be required.

ANALYSIS

1. CRITERIA TO BE USED IN DETERMINING THE IMPACT OF CONDITIONAL USES.

a. Amount of vehicular traffic to be generated and impacts of the traffic on nearby land uses:

Traffic will not be substantially impacted by the proposed use, as it will only be accessed by employees, of which there is an estimated one to two vehicles that will park on-site. However, given that the lot is located in the Industrial District, moderate to heavy traffic is expected. In addition, manufacturing does not appear to create high traffic that exceeds the existing road system and layout.

b. Amount of noise to be generated and its impacts on surrounding land use:

The proposed use would not seem to generate much noise. Heat pumps and ventilation fans will be located within the facility. Some noise is expected in industrial zones; this use compared to other allowed uses in the industrial district adds minimal noise. Table 22.16.015-5, “no industrial use

¹ SGC Table 22.16.015-5 CUP required for Industrial zone for Marijuana concentrate facility.

² SGC 22.24.026(D)[staff note: Criteria for Review].

shall be of a nature, which is noxious or injurious to nearby properties by reason of smoke, emission, of dust, refuse matter, odor, gases, fumes, noise, vibration or similar conditions.” Any complaints about noise could result in termination of the permit, objection to the state license, or additional conditions added to a prospective conditional use permit to mitigate negative adverse impacts.

c. Odors to be generated by the use and their impacts: Odors are a potential concern for all marijuana establishments. Application states that the operation will be utilizing carbon filters to mitigate odor impacts. According to note 3 of Table 22.16.015-5, “no industrial use shall be of a nature, which is noxious or injurious to nearby properties by reason of smoke, emission, of dust, refuse matter, odor, gases, fumes, noise, vibration or similar conditions.” Odor impacts could result in termination of the CUP or additional mitigation requirements.

d. Hours of operation: Shall be allowed to fullest extent allowable by zoning, but applicant has indicated that operating hours may range from 8 to 16 hours a day. Due to the character of the industrial zone, staff does not see hours of operation generating an adverse impact.

e. Location along a major or collector street: Located along state highway, Sawmill Creek Road and collector Smith Street. No anticipated adverse impacts due to low trip volumes of proposed use and adequacy of surrounding road, driveway, and parking features.

f. Potential for users or clients to access the site through residential areas or substandard street creating a cut through traffic scenario: Proposed use is in an existing building. The use itself will not create or alter any access. Some access to the Smith Street side is platted via access easements; however, such access was anticipated when the area was platted. The use could encourage or create an opportunity to cut through from Jarvis to Smith and vice-versa. Cut through impacts could occur, though are not anticipated and not directly linked to this use. Applicant shall note this potential impact and take precautions to prevent it.

g. Effects on vehicular and pedestrian safety: Use and existing roads and access appear adequate; area is industrial in nature.

h. Ability of the police, fire, and EMS personnel to respond to emergency calls on the site: Site is accessible for police, fire, and EMS response. Knox Boxes will be installed on entry. Security system is in place.

i. Logic of the internal traffic layout: Property has extensive space and traffic areas.

j. Effects of signage on nearby uses: Any signs will need to comply with Sitka General Code and State of Alaska requirements.

k. Presence of existing or proposed buffers on the site or immediately adjacent the site: Site is north of some residential uses. The building will be approximately 77.5 feet from the residential building and is separated by vegetative buffers and screening, which would mitigate light, noise, smell, dust, and odor impacts. The rest of the surrounding uses are commercial, heavy commercial, or industrial in nature with appropriate spacing.

l. Relationship of the proposed conditional use to the goals, policies, and objectives of the comprehensive plan: Conforms to the chapter on Economic Development that supports promoting new entrepreneurial business, and supports growth of manufacturing businesses that add value to sustainably developed local resources (ED Action 6.7).

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. Building safety and equipment safety is being reviewed by the Building Department and shall be governed by Conditions of Approval.

Marijuana 500 Foot Buffers

The state requires a 500 foot buffer from sensitive uses that include educational facilities, recreational centers, youth centers, churches, or correctional facilities. This is measured in different ways. Educational, recreation center, and youth center type uses are measured from the public entrance of the marijuana establishment to the outer boundary of the sensitive use by the shortest pedestrian route (determined by State AMCO Board); or 2) from the public entrance of the marijuana establishment to the main public entrance of the religious or correctional facility measured by the shortest pedestrian route (determined by State AMCO Board). There are no state regulated sensitive uses that staff is aware of per site visit; however, the permit would include a condition that operations comply with state buffer requirements. The burden is upon the applicant.

Specific Guidance on Findings for Marijuana Uses (SGC 22.24.026(E))

Findings of Fact. Upon review and considerations of the required criteria, the planning commission shall determine whether the proposed use(s) at the proposed project location are found to not present a negative impact to the public's health, safety, and welfare.

1. If such a finding can be made, then the proposed use shall be approved with standard regulations, dimensions, and setbacks.

2. In the alternative, where the planning commission finds negative impacts are present, the planning commission shall only approve conditional use permits where the negative impacts can be adequately mitigated by conditions of approval that preserve the public's health, safety, and welfare. These conditions of approval shall be case-by-case specific and in addition to the standard regulations.
3. If negative impacts to the public's health, safety, and welfare cannot be mitigated through conditions of approval then the planning commission shall so find and deny the proposed conditional use permit.

RECOMMENDATION

It is recommended that the Planning Commission approve the conditional use permit request for a marijuana product manufacturing facility, extract only at 120 E Jarvis Street subject to conditions of approval.

ATTACHMENTS

- Attachment A: Aerial
- Attachment B: Zoning, Buffer, and Density Maps
- Attachment C: Site Plan
- Attachment D: Floor Plan
- Attachment E: Photos
- Attachment F: Plat and As-Built
- Attachment G: CBS Applications
- Attachment H: AMCO Application

.....

Motions in favor of approval:

- 1) **I move to approve** the conditional use permit request for a marijuana product manufacturing facility, extract only, at 120 Jarvis Street Unit E in the Industrial zone subject to the attached conditions of approval. The property is also known as Lot 2A Sitka Projects Subdivision Lot 1 and Lot 2 Lot Line Adjustment. The request is filed by Darren Phillips. The owner of record is Baranof Investments.

Conditions of Approval:

1. Owners, operators, and staff of conditional uses shall comply with all state and municipal licensing
2. All licensed facilities shall comply with all life and safety regulations as promulgated by the municipal building official.
3. All licensed manufacturing and cultivation uses shall provide a fire safety plan, material handling plan, and comply with all fire safety regulations that satisfy the fire

marshal or their designee and the building official.

4. All licensed facilities and/or uses shall provide screening from public view of any marijuana related commercial, retail, cultivation, or manufacturing use.
5. All licensed facilities and/or uses shall establish an active sales account and business registration with the municipality and shall comply with all standard and required accounting practices.
6. It shall be a standard regulation that all conditional uses comply with all applicable state regulations and licensing laws or it shall be deemed to abandon and extinguish any associated municipal license or conditional use permit.
7. All approved conditional use permits shall comply with all of the Sitka General Code or shall be deemed to abandon and extinguish any associated municipal license or conditional use permit.
8. The Planning Commission or Planning Department shall be able to schedule a hearing to resolve issues, impacts, or review conditions of approval related to meritorious issues connected to the public's health, safety, and welfare.

2) I move to find that there are no negative impacts present that have not been adequately mitigated by the attached conditions of approval, and move to adopt the following findings³:

1. ...The granting of the proposed conditional use permit will not:
 - a. Be detrimental to the public health, safety, and general welfare
 - b. Adversely affect the established character of the surrounding vicinity; nor
 - c. Be injurious to the uses, property, or improvements adjacent to, and in the vicinity of, the site upon which the proposed use is to be located.
2. The granting of the proposed conditional use permit is consistent and compatible with the intent of the goals, objectives, and policies of the comprehensive plan and any implementing regulation,
3. All conditions necessary to lessen any impacts of the proposed use are conditions that can be monitored and enforced.
4. The proposed use will not introduce hazardous conditions at the site that cannot be mitigated to protect adjacent properties, the vicinity, and the public health, safety and welfare of the community from such hazard.
5. The conditional use will be supported by, and not adversely affect, adequate public facilities and services; or that conditions can be imposed to lessen any adverse impacts on such facilities and services.
6. Burden of Proof. The applicant has the burden of proving that the proposed conditional use meets all of the criteria in subsection B of this section.

³ § 22.30.160.C – Required Findings for Conditional Use Permits





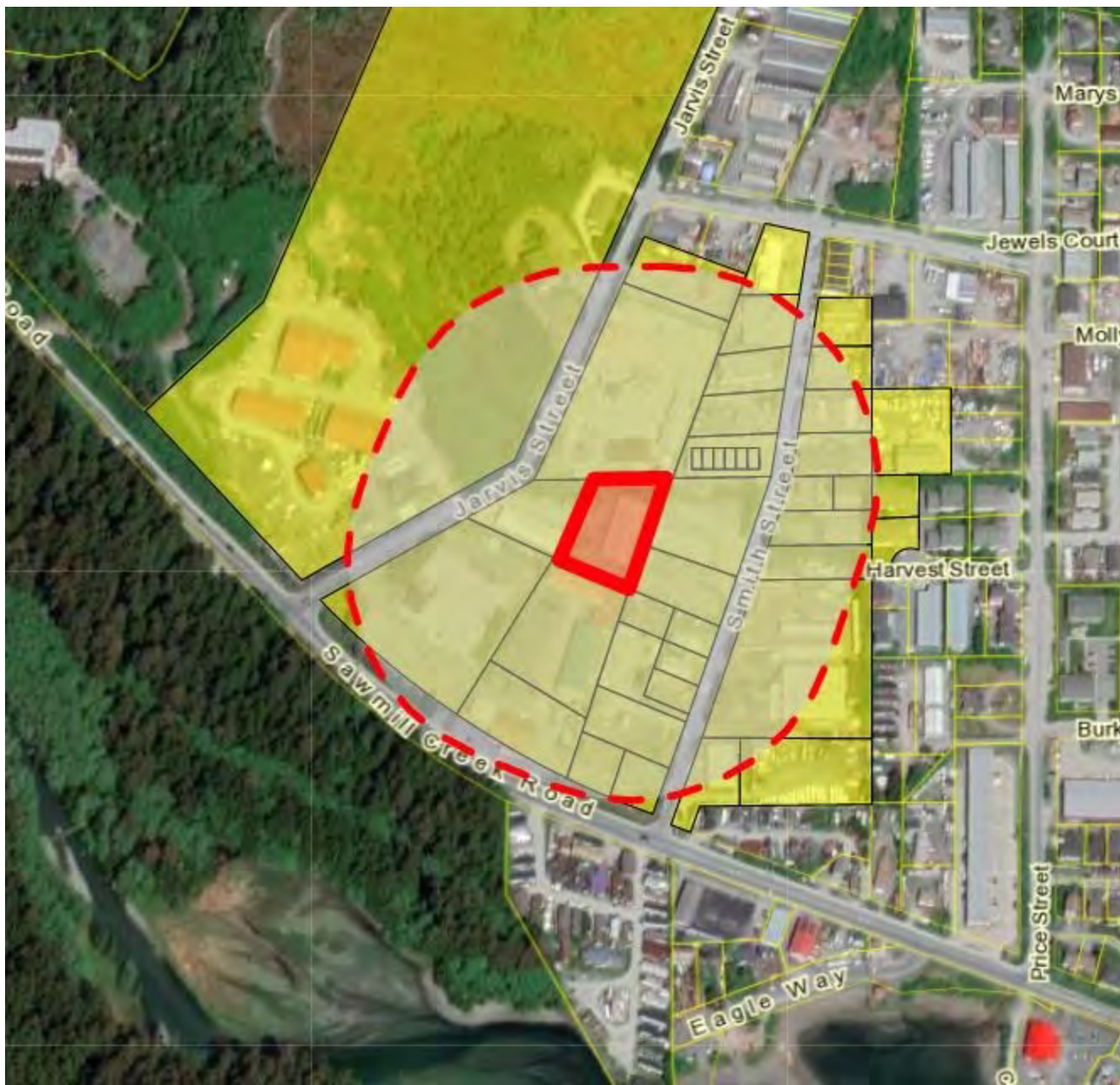




Diagram 3

***RESTRICTED ACCESS AREA
LICENCED FACILITY***



Parking
2 12.5' x 20'

Front

Parking

**Unit F
Landlords Shop**

58'-0"
**Unit E
Fiberfilte
Concentrates**

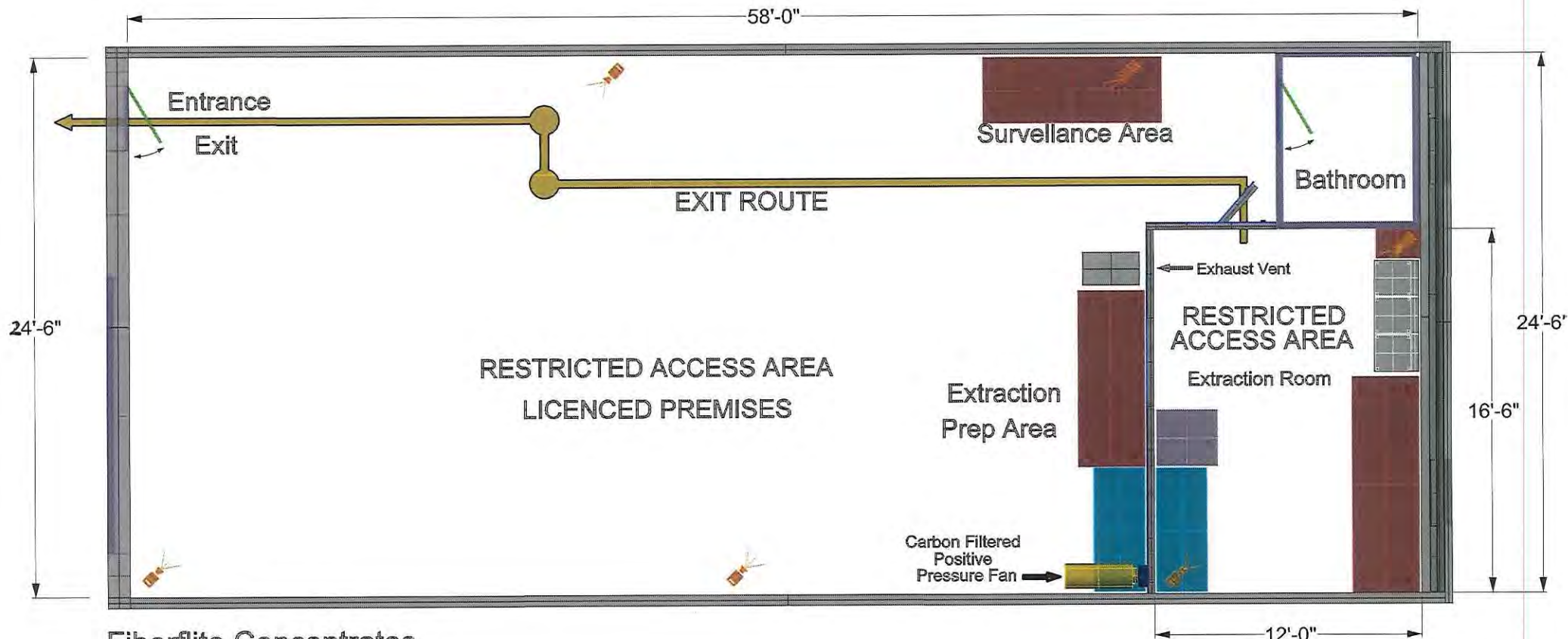
**Unit D
Haines Corp.**

**Unit C
Fiberfilte**

**Unit B
Lease Storage**

**Unit A
Alaska Sea Salt**

**Fiberfilte Concentrates
Licence # 23597
Entire Lot**



Fiberlite Concentrates
Lic.# 23597
1st Floor

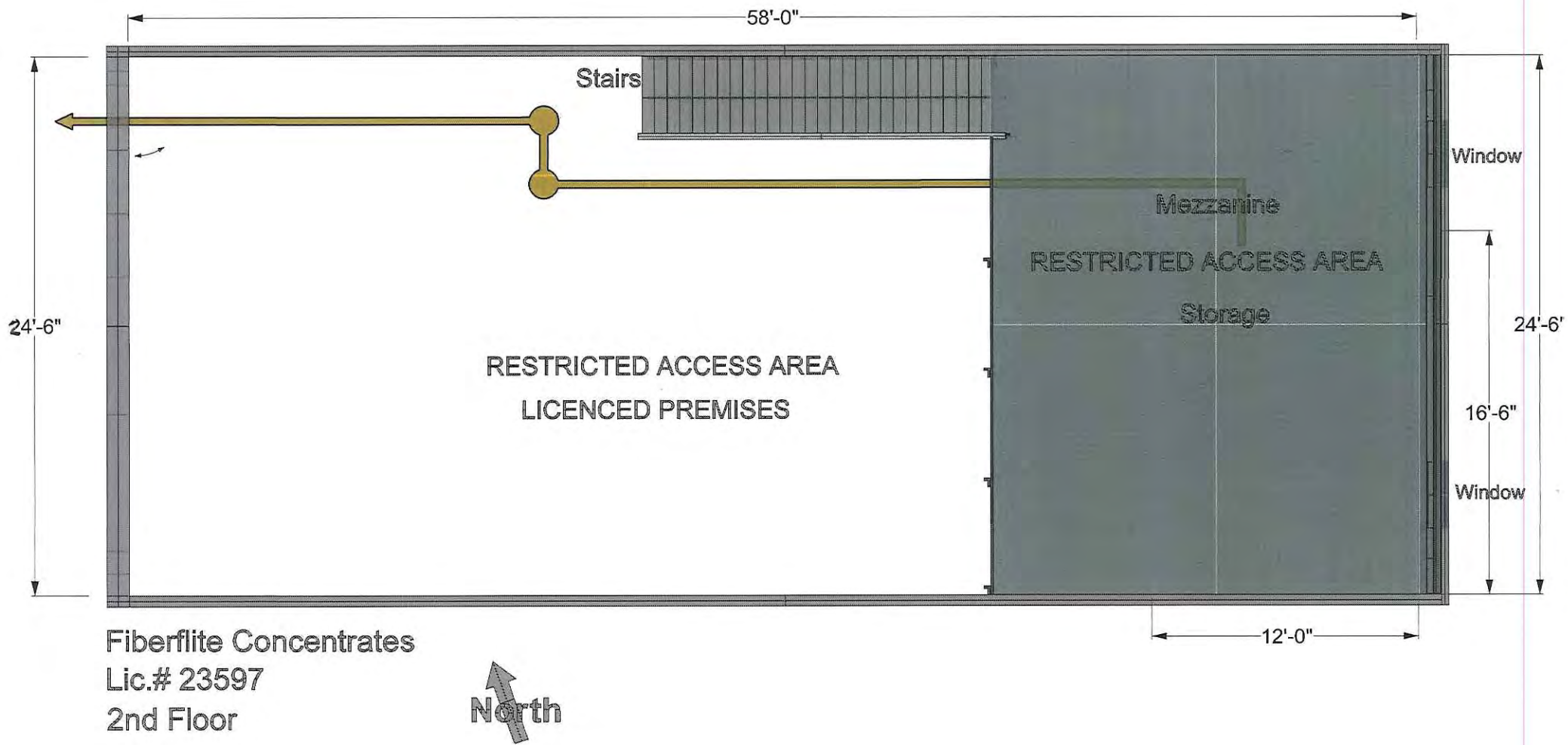


Product Storage

- Freezer
- Refrigerator
- Cameras

Egress

- 3 Basin Sink
- Tables
- Keef Tumbler





WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

NOTARY'S ACKNOWLEDGMENT

US OF AMERICA
STATE OF ALASKA
CITY AND BOROUGH OF SITKA

THIS IS TO CERTIFY THAT ON THIS 12 DAY OF MAY, 1999, BEFORE ME,
THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY
COMMISSIONED AND SWORN, PERSONALLY APPEARED DENTON J. PEARSON
ATTORNEY IN FACT FOR BARANOF FOREST PRODUCTS

TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND HE ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED.

WITNESS MY HAND AND NOTARY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST
HEREIN WRITTEN.

MY COMMISSION EXPIRES Nov. 18, 2001

Ida Mae Barnett Simmons
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA

CERTIFICATE STATE OF ALASKA
(FIRST JUDICIAL DISTRICT)

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND ASSESSOR FOR THE CITY & BOROUGH OF SITKA, HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN MY POSSESSION, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS OF THE CITY & BOROUGH OF SITKA, IN THE NAME OF
BARBARA E. FORD - 1464-1475, TUGA
AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS AND IN FAVOR OF THE CITY & BOROUGH OF SITKA ARE PAID IN FULL. THE DATES OF THE YEAR 19 99 WILL BE DUE ON OR BEFORE AUGUST 31, 19 99. DATED THIS 13TH DAY OF May, 1999
R. J. Quinn
ASSESSOR, CITY AND BOROUGH OF SITKA

CERTIFICATE OF APPROVAL BY THE BOARD

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY & BOROUGH OF SITKA PLATTING BOARD, AND THAT SAID PLAT HAS BEEN APPROVED BY THE BOARD BY PLAT RESOLUTION NO. PLA 99-3 DATED MAY 12, 1999, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX-OFFICIO RECORDER, SITKA, ALASKA.

5-12-99
DATE

M. H. King
CHAIRMAN, PLATTING BOARD

Edwin Bennett
SECRETARY

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY & BOROUGH OF SITKA ASSEMBLY AS RECORDED IN MINUTE BOOK NA PAGE NA DATED NA 19 NA AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX OFFICIO RECORDER, SITKA, ALASKA.

5/16/99
DATE

[Signature]
MAYOR

[Signature]
CITY AND BOROUGH CLERK



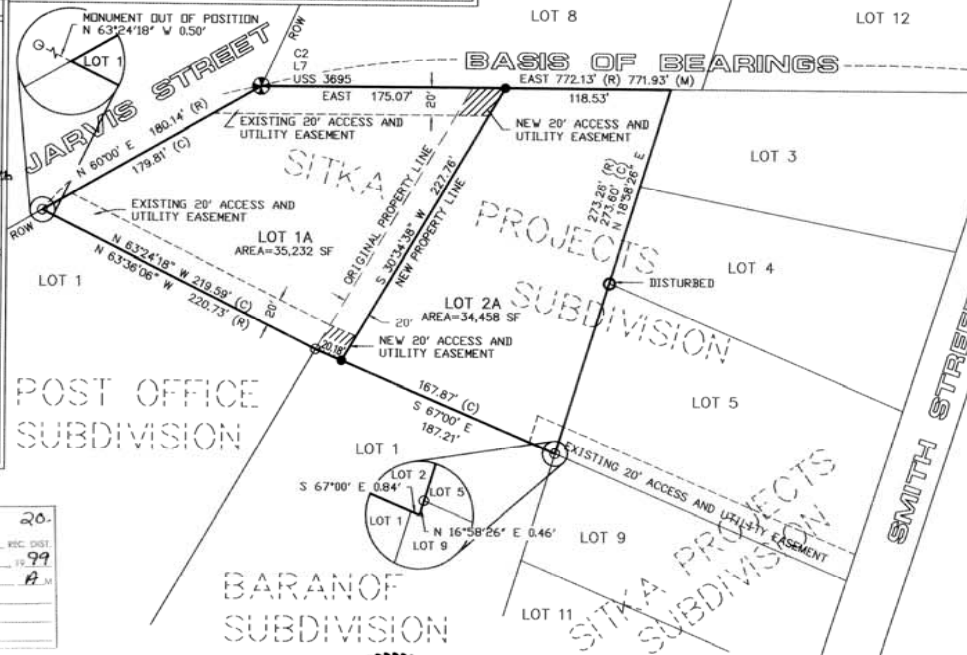
CERTIFICATE OF PAYMENT OF LOCAL IMPROVEMENT DISTRICT

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND FINANCE DIRECTOR FOR THE CITY & BOROUGH OF SITKA, DO HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE CITY & BOROUGH OF SITKA, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE RECORDS IN THE NAME OF:

RECORDED IN TAX MAP OF:
SARANOF FOREST PRODUCTS, INC.
 (ALL OWNERS OF RECORD), AND THAT, ACCORDING TO THE RECORDS IN MY POSSESSION,
 ALL L.T.D.'S ASSESSED AGAINST SAID LANDS AND IN FAVOR OF THE CITY & BOROUGH
 OF SITKA ARE PAID IN FULL.

DATED THIS 13th DAY OF May
19 99, AT SITKA, ALASKA.

FINANCE DIRECTOR
CITY & BOROUGH OF SITKA

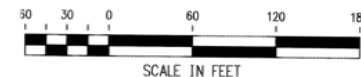


LEGEND

- ⊕ BLM/GLO PRIMARY BRASS CAP (RECOVERED)
- SECONDARY MONUMENT (SET)
- REBAR (RECOVERED)
- SECONDARY MONUMENT (RECOVERED)
- (R) RECORDED DATA
- (C) COMPUTED DATA
- (M) MEASURED DATA

PLAT NOTES

1. THE PURPOSE OF THIS PLAT IS TO MOVE THE LOT LINE BETWEEN LOT 1 AND LOT 2, SITKA PROJECTS SUBDIVISION 20 FEET TO THE EAST.

**■ O'NEILL**

LAND SURVEYING AND ENGINEERING

BOX 1849 SITKA, ALASKA 99835
(907) 747-6700

[illegible]

DESIGNED: P. O'NEILL
DRAWN: GDS/ACAD
CHECKED: PKO
DATE OF PLAT: APR 23, 1999 * 15:51:34
SCALE: 1"=60'
DRAWING NAME: 30144-01
PROJECT: 30144-01-00

SURVEYOR'S CERTIFICATE

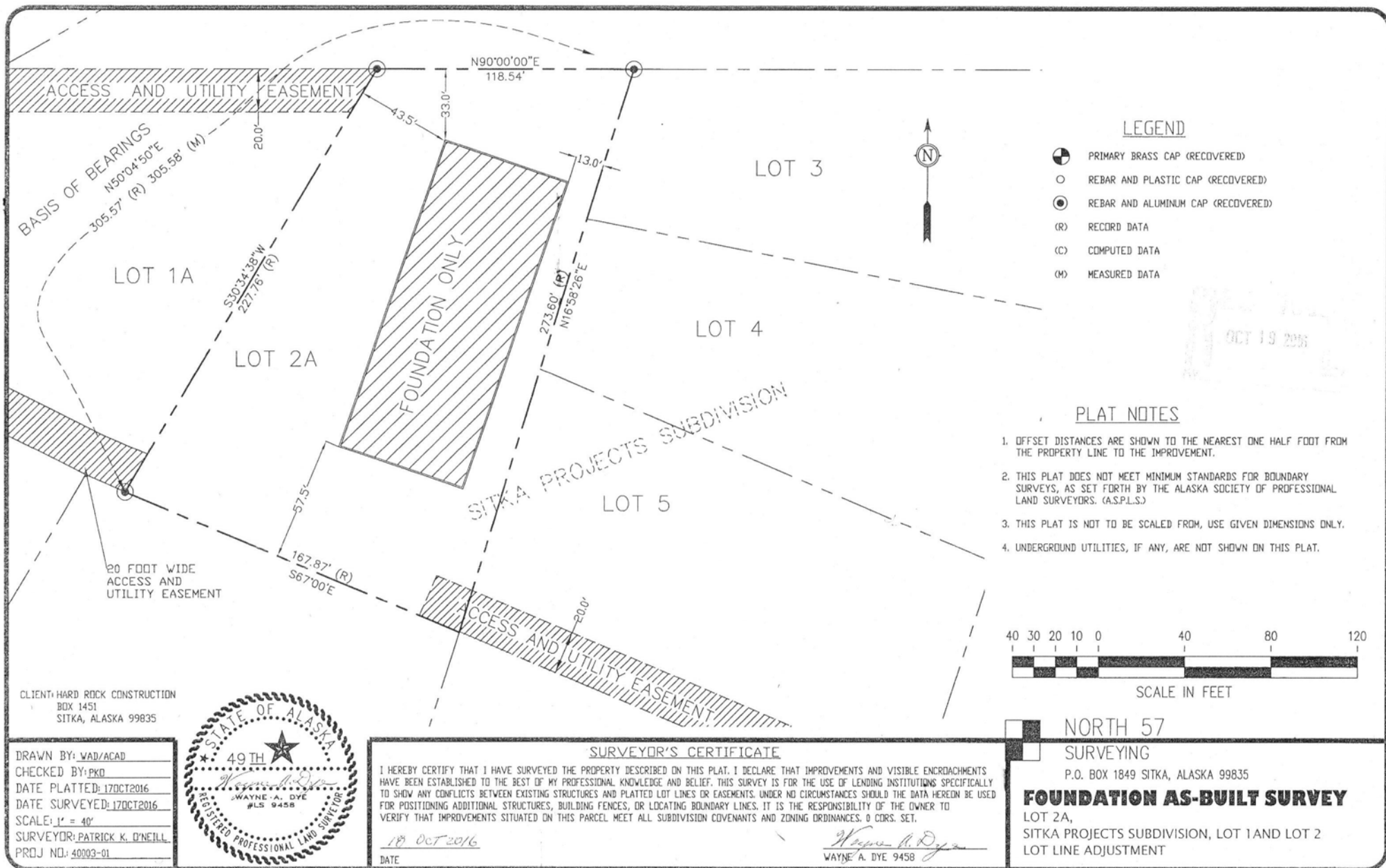
I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR, LICENSED IN THE STATE OF ALASKA, AND THAT IN APRIL, 1999, A SURVEY OF THE HEREIN DESCRIBED LANDS WAS CONDUCTED UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE FIELD NOTES OF SAID SURVEY, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT ACCORDING TO SAID FIELD NOTES.

5/7/99 Patrick O'Brien

**SITKA PROJECTS SUBDIVISION, LOT 1 AND LOT 2
- LOT LINE ADJUSTMENT -**

LOT 1 AND LOT 2
SITKA PROJECTS SUBD

CLIENT: DAWSON CONSTRUCTION, BOX 30020, DENVER, CO 80220





CITY AND BOROUGH OF SITKA

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT

GENERAL APPLICATION FORM

- Applications must be deemed complete at least TWENTY-ONE (21) days in advance of next meeting date.
- Review guidelines and procedural information.
- Fill form out **completely**. No request will be considered without a completed form.
- Submit all supporting documents and proof of payment.

APPLICATION FOR:

☐

VARIANCE

☒

CONDITIONAL USE

☐

ZONING AMENDMENT

☐

PLAT/SUBDIVISION

BRIEF DESCRIPTION OF REQUEST:

I WOULD LIKE TO OPEN A MARIJUANA
CONCENTRATE MANUFACTURING FACILITY

PROPERTY INFORMATION:

CURRENT ZONING: _____ PROPOSED ZONING (if applicable): _____

CURRENT LAND USE(S): _____ PROPOSED LAND USES (if changing): _____

APPLICANT INFORMATION:

PROPERTY OWNER: ~~XXXXXXXXXX~~ BARANOF INVESTMENTS

PROPERTY OWNER ADDRESS: 120 JARVIS ST SITKA AK 99835

STREET ADDRESS OF PROPERTY: 120 JARVIS ST UNIT E, SITKA AK 99835

APPLICANT'S NAME: DARREN PHILLIPS

MAILING ADDRESS: PO Box 645 SITKA AK 99835

EMAIL ADDRESS: FIBERFLITE@GMAIL.COM DAYTIME PHONE: 209 608 5500

PROPERTY LEGAL DESCRIPTION:

TAX ID: _____ LOT: _____ BLOCK: _____ TRACT: _____

SUBDIVISION: _____ US SURVEY: _____

PHILLIPS

Last Name

Date Submitted

120 JARVIS ST. UNIT E

Project Address

REQUIRED INFORMATION:

For All Applications:

- ☐ Completed General Application form
- ☐ Supplemental Application (Variance, CUP, Plat, Zoning Amendment)
- ☐ Site Plan showing all existing and proposed structures with dimensions and location of utilities
- ☐ Floor Plan for all structures and showing use of those structures
- ☐ Copy of Deed (find in purchase documents or at Alaska Recorder's Office website)
- ☐ Copy of current plat (find in purchase documents or at Alaska Recorder's Office website)
- ☐ Site photos showing all angles of structures, property lines, street access, and parking – emailed to planning@cityofsitka.org or printed in color on 8.5" x 11" paper
- ☐ Proof of filing fee payment

For Marijuana Enterprise Conditional Use Permits Only:

- ☐ AMCO Application

For Short-Term Rentals and B&Bs:

- ☐ Renter Informational Handout (directions to rental, garbage instructions, etc.)

CERTIFICATION:

I hereby certify that I am the owner of the property described above and that I desire a planning action in conformance with Sitka General Code and hereby state that all of the above statements are true. I certify that this application meets SCG requirements to the best of my knowledge, belief, and professional ability. I acknowledge that payment of the review fee is non-refundable, is to cover costs associated with the processing of this application, and does not ensure approval of the request. I understand that public notice will be mailed to neighboring property owners and published in the Daily Sitka Sentinel. I understand that attendance at the Planning Commission meeting is required for the application to be considered for approval. I further authorize municipal staff to access the property to conduct site visits as necessary. I authorize the applicant listed on this application to conduct business on my behalf.

Owner

Date

Owner

Date

I certify that I desire a planning action in conformance with Sitka General Code and hereby state that all of the above statements are true. I certify that this application meets SCG requirements to the best of my knowledge, belief, and professional ability. I acknowledge that payment of the review fee is non-refundable, is to cover costs associated with the processing of this application, and does not ensure approval of the request.

Applicant (If different than owner)

Date

PHILLIPS

Last Name

Date Submitted

120 JARVIS ST SITKA AK

Project Address

99835



CITY AND BOROUGH OF SITKA
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
SUPPLEMENTAL APPLICATION FORM
CONDITIONAL USE PERMIT

APPLICATION FOR

- ☒ MARIJUANA ENTERPRISE
☐ SHORT-TERM RENTAL OR BED AND BREAKFAST
☐ OTHER: _____

CRITERIA TO DETERMINE IMPACT – SGC 22.24.010(E) (Please address each item in regard to your proposal)

- Amount of vehicular traffic to be generated and impacts of the traffic on nearby land uses:

IT WILL HAVE VERY LITTLE IMPACT

- Amount of noise to be generated and its impacts on surrounding land use:

IT WILL HAVE VERY LITTLE NOISE GENERATED

- Odors to be generated by the use and their impacts: WE WILL BE INSTALLING

CARBON FILTERS TO ELIMINATE MOST ODORS GENERATED.

- Hours of operation: 8 TO 16 HRS PER DAY

- Location along a major or collector street: CONNECTOR STREET

- Potential for users or clients to access the site through residential areas or substandard street creating a cut through traffic scenario: TO ACCESS THE FACILITY DOES NOT REQUIRE

DRIVING THROUGH RESIDENTIAL AREAS

- Effects on vehicular and pedestrian safety: IT WILL NOT CREATE

SAFETY ISSUES TO EITHER

PHILLIPS

Last Name

Date Submitted

120 JARVIS ST UNIT 5 SITKA
Project Address AK 99835

- Ability of the police, fire, and EMS personnel to respond to emergency calls on the site: _____

IT IS LOCATED IN AN INDUSTRIAL AREA WITH EASY ACCESS

- Logic of the internal traffic layout: _____

SEE ATTACHED FLOOR PLAN

- Effects of signage on nearby uses: _____

WE HAVE NO SIGNAGE

- Presence of existing or proposed buffers on the site or immediately adjacent the site: _____

NONE

- Relationship if the proposed conditional use is in a specific location to the goals, policies, and objectives of the comprehensive plan (CITE SPECIFIC SECTION AND EXPLAIN): _____

- Other criteria that surface through public comments or planning commission review (odor, security, safety, waste management, etc.): _____

PHILLIPS

Last Name

120 JARVIS ST UNIT E SITKA AK 99835

Date Submitted

Project Address

REQUIRED FINDINGS (SGC 22.30.160(C):

1. ...The granting of the proposed conditional use permit will not:

a. Be detrimental to the public health, safety, and general welfare because _____

WILL BE A CITY AND STATE APPROVED ESTABLISHMENT;

b. Adversely affect the established character of the surrounding vicinity, because _____

ITS^A INDUSTRIAL AREA AND I HAVE AN ~~EXIST~~ EXISTING ^{MARIJUANA} ESTABLISHMENT, nor

c. Be injurious to the uses, property, or improvements adjacent to, and in the vicinity of, the site upon

MY GROW FACILITY HAS
which the proposed use is to be located, because, ~~IT HAS~~ BEEN WORKING

TOGETHER SINCE 2018 WITH NO ISSUES;

2. The granting of the proposed conditional use permit is consistent and compatible with the intent of the

goals, objectives, and policies of the comprehensive plan and any implementing regulation, specifically,

conforms to Comprehensive Plan Section ED 6.7 which states SUPPORT GROWTH

OF MANUFACTURING BUS. THAT ADD VALUE TO SUSTAINABLY DEVELOPED LOCAL RESOURCES

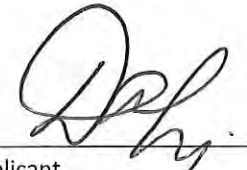
because the proposal LOCAL MANUFACTURING ESTABLISHMENT.

3. All conditions necessary to lessen any impacts of the proposed use are conditions that can be monitored and

enforced, because FILTRATION FOR SMELL, CAMERAS FOR SECURITY,

SE CERTIFIED EMPLOYEES ON SITE.

ANY ADDITIONAL COMMENTS _____


Applicant

9-28-20
Date

PHILIPS
Last Name

9-28-20
Date Submitted

120 JARVIS ST. UNIT E
Project Address



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Fiberflite Concentrates Inc. - Adabbleduyah	License Number:	23597		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Fiberflite Concentrates Inc. - Adabbleduyah				
Physical Address:	120 Jarvis St., Unit E				
City:	Sitka	State:	AK	Zip Code:	99835
Designated Licensee:	Darren Phillips				
Email Address:	fiberflite@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	MJ-00: Application Certifications
-----------------	-----------------------------------

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
----------------	--	------------------------	--	----------------	--



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Darren Phillips	License Number:	23597		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Fiberlite Concentrates Inc. - Adabbeduyah				
Premises Address:	120 Jarvis St., Unit E				
City:	Sitka	State:	AK	ZIP:	99835

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Darren Phillips
Title:	Owner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☒☐

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

13577 - Standard Marijuana Cultivation Facility



Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.



I certify that I am not currently on felony probation or felony parole.



I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.



I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.



I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.



I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.



I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).



I certify that my proposed premises is not located in a liquor licensed premises.



I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.



I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.



I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

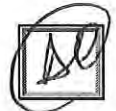
Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.




Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.




All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

X 
Signature of licensee

Darren Phillips
Printed name of licensee




Notary Public in and for the State of Alaska

My commission expires: 2/14/21

Subscribed and sworn to before me this 29 day of July, 20 19.

APPENDIX C

RULES AND REGULATIONS

1. Landlord has adopted a Uniform Signage Design Policy, to assure uniformity of signage placed on the 120 Jarvis Street Building. As stated in paragraph 12 of the Lease, Tenant shall pay the cost of signage, including installation. Other than signage conforming to the Uniform Signage Design Policy and approved by Landlord, no sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved of by Landlord.

Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not without prior written consent of Landlord cause or otherwise sunscreen any window.

2. Tenant shall not drill, screw or nail into the metal walls of the interior or exterior of the Premises, for any purpose.
3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises, or install a security alarm system that would prevent Landlord's entry in the event of an emergency or as otherwise permitted by the Lease, without first obtaining written consent from the landlord.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees shall have caused it.
5. Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
6. Unless otherwise expressly agreed in writing by Landlord, Tenant shall not use, keep or permit any foul smelling, noxious gas or substance or hazardous material used, stored or present within the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises of the Building.
7. Unless otherwise expressly agreed in writing by Landlord, Tenant shall not use, store or keep any kerosene, gasoline or inflammable or combustible fluid or material within the Premises.
8. Landlord will direct electricians as to where and how telephone wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of

telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

9. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.
10. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises, including the Parking Area, without the written consent of the Landlord.
11. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.
12. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.
13. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except when the address includes the Tenant's address.
14. The Building is a NO SMOKING Building. The Landlord shall require smoking be in designated areas, outside the Building. The Landlord shall not be required to provide special shelters, or protection from the elements, for smokers.
15. Storage, sale or consumption of illegal drugs or contraband at or near the Premises shall not be tolerated, and shall constitute a material breach of the Lease.
16. Parking for the Premises shall be exclusively within the designated "**Parking Area**" for each premise within the building as shown on **Appendix B**. The designated Parking Area for each premise, shall be used by Tenant only for parking. Tenant shall not store material, trash, debris, equipment, nonoperating vehicles, storage material, lumber, trash containers.
17. Dumpsters will be in located within the area designated on **Appendix B** as "**Dumpsters**". Tenant's shall dispose of refuse, trash, garbage only in a Dumpster located in the area shown on **Appendix B**, unless otherwise directed in writing by Landlord. Tenant shall only place items in the **Dumpsters** that are acceptable to the City and Borough of Sitka. Tenant shall not place hazardous substances, oils, toxic material, or any material not otherwise allowed by the city and Borough of Sitka in the **Dumpsters**.

FIRST AMENDMENT TO COMMERCIAL LEASE

This First Amendment (*Amendment*) to that Commercial Lease (*Lease*) dated January 2nd 2019, is made this 6th day of August 2019, by and between **Baranof Investments, LLC**, of Post Office Box 1874, Sitka, Alaska 99835, herein referred to as the *Landlord*, and, **Darren Phillips** dba FiberFlite, of Post Office Box 645, Sitka, Alaska 99035, herein referred to as the *Tenant*; and for valuable consideration, the receipt of which is acknowledged, the parties add a new subsection, and in furtherance thereof, agree:

1. Add new subsection 24.b.v., to read as:

v. Without limiting the generality of the provision stated in this Section 24.b., of this Lease, Landlord covenants and agrees, that in the event of default by Tenant, Landlord shall not take possession of marijuana situated on the Premises, or otherwise handle, disturb or remove marijuana from the Premises without first giving notice of Tenant's default and Landlord's election to take possession of the Premises, to the Alcohol & Marijuana Control Board (herein, **AMCB**), 550 W. 7th Avenue, Suite 1600, Anchorage, Alaska 99501, telephone: 907-269-0350; and, proceeding as directed by the AMCB.

2. **Status of Lease.** Except as otherwise specifically provided in this First Amendment to the Lease, the Lease terms, conditions, and covenants shall continue in full force and effect as a legal, binding and enforceable agreement.

IN WITNESS, WHEREOF, the Landlord, and Tenant have hereunto set their hands, and this Lease shall be deemed effective this 6 day of ~~November~~ August 2019. GRS

LANDLORD

Baranof Investments, LLC

By: 

Gary Smith, Member

TENANT

Darren Phillips dba FiberFlite

By: 

Darren Phillips

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 6 day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Gary**

Smith, to me known to be the person who signed as a Member of **Baranof Investments, LLC.**, an Alaska limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that **Gary Smith** was duly qualified and acting as said member of said, that **Gary Smith** was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Eric Harmon
Notary Public for Alaska
Commission expires: 2/14/21

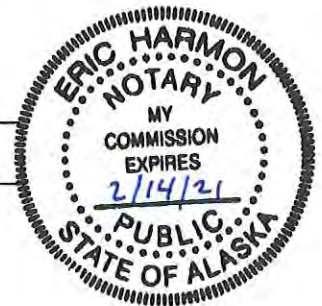


STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 6 day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Darren Phillips**, to me known to be the owner of the Fiberlite, and, the person described in and who executed the above and foregoing instrument; and who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Eric Harmon
Notary Public for Alaska
Commission expires: 2/14/21





Alaska Marijuana Control Board

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Fiberlite Concentrates Inc. - Adabbeduyah	License Number:	23597		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Fiberlite Concentrates Inc. - Adabbeduyah				
Physical Address:	120 Jarvis St., Unit E				
City:	Sitka	State:	AK	Zip Code:	99835
Designated Licensee:	Darren Phillips				
Email Address:	fiberlite@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<ul style="list-style-type: none">• Form MJ-02: Premises Diagram• Diagram 1• Diagram 3• Diagram 4• Diagram 5
-----------------	--

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
----------------	--	------------------------	--	----------------	--



Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). **All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**
a diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;
- **Diagram 2:**
if different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**
a **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**
an **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**
a diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Darren Phillips	MJ License #:	23597		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Fiberflite Concentrates Inc. - Adabbleduyah				
Premises Address:	120 Jarvis St., Unit E				
City:	Sitka	State:	Alaska	ZIP:	99835



Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. Items marked with a double asterisks (**) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- ☐ License number and DBA
- ☐ Legend or key
- ☐ Color coding
- ☐ Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- ☐ Dimensions
- ☐ Labels
- ☐ True north arrow

The following additional details must be included in Diagram 1:

- ☐ Surveillance room
- ☐ Restricted access areas
- ☐ Storage areas
- ☐ Entrances, exits, and windows
- ☐ Walls, partitions, and counters
- ☐ Any other areas that must be labeled for specific license or endorsement types
- ☐ ** Serving area(s)
- ☐ ** Employee monitoring area(s)
- ☐ ** Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions

The following additional details must be included in Diagrams 3 and 4:

- ☐ Areas of ingress and egress
- ☐ Cross streets and points of reference

The following additional details must be included in Diagram 5:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions
- ☐ Cross streets and points of reference

I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.

Signature of licensee

Darren Phillips

Printed name of licensee

Notary Public in and for the State of Alaska

My commission expires: 2/14/21

Subscribed and sworn to before me this 29 day of July, 2019.





Alaska Marijuana Control Board

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Fiberlite Concentrates Inc. - Adabbeduyah	License Number:	23597		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Fiberlite Concentrates Inc. - Adabbeduyah				
Physical Address:	120 Jarvis St., Unit E				
City:	Sitka	State:	AK	Zip Code:	99835
Designated Licensee:	Darren Phillips				
Email Address:	fiberlite@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	MJ-01: Marijuana Establishment Operating Plan
-----------------	---

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
----------------	--	------------------------	--	----------------	--



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment & Contact Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Darren Phillips	MJ License #:	23597		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Fiberlite Concentrates Inc. - Adabbleduyah				
Premises Address:	120 Jarvis St., Unit E				
City:	Sitka	State:	Alaska	ZIP:	99835

Mailing Address:	PO Box 645				
City:	Sitka	State:	Alaska	ZIP:	99835

Designated Licensee:	Darren Phillips				
Main Phone:	(209) 608-5500	Cell Phone:	(209) 608-5500		
Email:	fiberlite@gmail.com				



Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Control Plan for Persons Under the Age of 21

2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

The two exterior doors to the facility will be marked with signs that state "Restricted access area. Visitors must be escorted." and will be locked and secured at all times by deadbolts, digital locks and an alarm system. There will be exterior lighting to facilitate continuous video monitoring surveillance. Anyone who comes to the facility will be greeted by the licensee or an employee of the visitor pass, required to sign in to the visitor log and escorted by the licensee or an employee of the facility at all times.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

The two exterior doors to the facility will be marked with signs that state "Restricted access area. Visitors must be escorted." and will be locked and secured at all times by deadbolts, digital locks and an alarm system. There will be exterior lighting to facilitate continuous video monitoring surveillance. Anyone who comes to the facility will be greeted by the licensee or an employee of the facility and required to show valid identification proving they are 21 years of age or older, given a visitor pass, required to sign in to the visitor log and escorted by the licensee or an employee of the facility at all times.

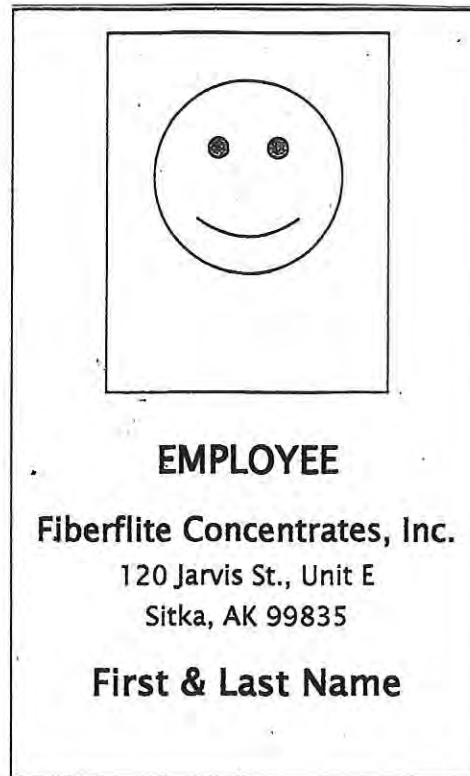
3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

A visitor log will be kept at the main entrance where all visitors allowed will be required to sign in with name and time, after receiving a visitor pass to wear at all times. A licensee or facility employee will stay with (escort) the visitor at all times throughout the entire facility.



Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:



Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

There are two exterior doors to the facility that will be secured by an alarm system and continuously monitored by video surveillance, which will all have exterior lighting to facilitate that. Bright, flood lights are installed across the front of the facility above the doors, pointed directly at the doors and surrounding 20' areas, ensuring the recorded video is able to produce a clear view of individuals entering or exiting the facility.



Form MJ-01: Marijuana Establishment Operating Plan

3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

A security alarm system will be installed on both exterior doors with motion detectors that will have a loud siren that sounds off in the event of unauthorized entry through either/both doors. A panic button located at the central facility control station that alerts authorities immediately will also be installed. The security alarm system's control box will be wall mounted inside of the main entrance which will be accessible only by the licensee or facility employees upon closing or opening for business. In the event of a system alert to local law enforcement of an unauthorized entry, the licensee and facility employees shall cooperate fully with any law enforcement investigation of security breach alerts. Licensee will facilitate access and assist in any investigation. Anyone responding to security alert/breach shall be identified with facility ID badge and state ID or passport. Contributing factors to security breaches shall also be investigated internally and corrective plan of action developed and implemented, including any additional employee training and/or additional security protocol.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

Policies and procedures will be put in place and explained to employees and visitors. All personal belongings such as coats and bags will be hung and left at the main entrance of the facility. Restricted areas such as product storage will be locked and security cameras monitored. Only authorized personell will be allowed in restricted areas. Product transportation will be done by authorized personell with handlers permits only and logged in METRC.

3.7. Describe your policies and procedures for preventing loitering:

No loitering signs will be posted to be visible on the exterior of the premises. Law enforcement will be notified of anyone refusing to leave the premises.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.





Form MJ-01: Marijuana Establishment Operating Plan

Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility.



3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image.



3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application.



3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board).



3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

There will be cameras placed throughout the entire facility positioned at all angles so as to provide views of everything going on, except in the bathroom. There will also be cameras outside the entrances that will cover direct and peripheral view within a minimum of 20'.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

The surveillance area will be located at the on-site central control station where the recording equipment and video surveillance records will be in a locked box mounted up high out of reach. This will be accessible only by the licensee, authorized employee(s) and law enforcement including an agent of the board.



Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Business Records

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

4.1. I certify that the following business records will be maintained and kept on the licensed premises:

Initials

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (*records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises*);
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;
- d. records related to advertising and marketing;
- e. a current diagram of the licensed premises, including each restricted access area;
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;
- g. all records normally retained for tax purposes;
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed;
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

The current year and three preceding years of all books, records and data necessary to account for all business transactions, such as tax records, employee lists, visitor logs, vendor contact information, advertising records, etc., paper or electronic, will be maintained and stored using computers, electronic back up systems, file boxes and locked file cabinets accessible only by licensees and authorized employees. At least 6 months of records will be stored on-site.



Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.



5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.



5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.



Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. All licensees, and every employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.



6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.



6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.



6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

All employees will receive additional and ongoing training on our company policies and procedures, industry standards, updated/changing laws and regulations and inventory tracking as necessary.



Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

- 7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present.
- 7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded.
- 7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace.
- 7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d).



Answer "Yes" or "No" to each of the following questions:

Yes No

- 7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram.
- 7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram.



7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

Marijuana will be prepared, packaged and secured for shipment by a licensee, employee or agent with a current marijuana handler permit. It will be packaged in compliance with 3 AAC 306.470 and put in a sealed, tamper-evident, locked, safe and secure shipping container such as a bag or suit case with a lock on it, that will be labeled in compliance with 3 AAC 306.475. The type, amount and weight of the product being transported, the name of the transporter, time of departure and expected delivery, the make, model and license plate number of the transporting vehicle will all be entered into the METRC system. Two printed copies of the complete transport manifest will stay with the shipping container at all times. The second copy will be provided to the licensed marijuana establishment that receives the shipment. Records will be kept on-site of all marijuana shipped or received.



Form MJ-01: Marijuana Establishment Operating Plan

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700.



8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.



8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.



8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.



8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.



8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.



8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.



Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

9.1. Describe any signs that you intend to post on your establishment, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

Only the required signs as covered previously will be posted.



Form MJ-01: Marijuana Establishment Operating Plan

9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):



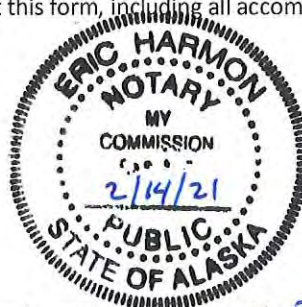
Swag such as stickers, shirts, bags, etc. with our logo will be distributed.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Darren Phillips

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 2/14/21

Subscribed and sworn to before me this 29 day of July, 2019.



Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Fiberflite Concentrates Inc. - Adabbeduyah	License Number:	23597		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Fiberflite Concentrates Inc. - Adabbeduyah				
Physical Address:	120 Jarvis St., Unit E				
City:	Sitka	State:	AK	Zip Code:	99835
Designated Licensee:	Darren Phillips				
Email Address:	fiberflite@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	MJ-05: Marijuana Product Manufacturing Facility
-----------------	---

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
----------------	--	------------------------	--	----------------	--



Alaska Marijuana Control Board
**Operating Plan Supplemental
Form MJ-05: Marijuana Product Manufacturing Facility**

What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana product manufacturing facility license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 5** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.520(3).

What additional information is required for cultivation facilities?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Equipment, compounds, and processes to be used
- Waste disposal
- Testing procedure and protocols
- Proposed marijuana concentrates and marijuana products
- Proposed product packaging and sample labels
- Prohibitions

This form must be completed and submitted to AMCO's main office before any new or transfer application for a marijuana product manufacturing facility or marijuana concentrate manufacturing facility license will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Darren Phillips	MJ License #:	23597
License Type:	Marijuana Concentrate Manufacturing Facility		
Doing Business As:	Fiberlite Concentrates, Inc. - Adabbleduyah		
Premises Address:	120 Jarvis St., Unit E		
City:	Sitka	State:	Alaska
		ZIP:	99835



Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake, flow, and transfer of marijuana, marijuana concentrate, and marijuana product at and from your premises:

Marijuana flower and trim will be transported by someone with a handlers permit, accompanied by the proper paperwork and will be received at the premises within the restricted access area by licensee or employee. It will stay in the restricted access area until either transport is needed again, which will be done by someone with a handlers permit or until it is used to manufacture concentrates within the restricted access area.

Marijuana concentrate will be manufactured by licensee or employee within the restricted access area and either used to manufacture products within the restricted access area or packaged and labeled by licensee or employee for wholesale. Marijuana concentrates being sold will be transported from the restricted access area by someone with a handlers permit and accompanied by the proper paperwork to other licensed facilities. It will be received within restricted access area by licensee or employee.

Marijuana products will be manufactured by licensee or employee within the restricted access area and packaged and labeled by licensee or employee for wholesale. The products will be transported from the restricted access area by someone with a handlers permit and accompanied by the proper paperwork to other licensed facilities. It will be received within restricted access area by licensee or employee.

Section 3 – Equipment and Compounds to be Used

Review the requirements under 3 AAC 306.555.

3.1. Describe the equipment and solvents, gases, chemicals, and other compounds the marijuana product manufacturing facility will use to create marijuana concentrates:

A heated press, rosin bags, tables, spatulas and parchment paper will be used to manufacture concentrates.



Section 4 – Waste Disposal

Review the requirements under 3 AAC 306.740.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

- 4.1. The marijuana product manufacturing facility shall give the board at least three days written notice required under 3 AAC 306.740(c) before making marijuana waste unusable and disposing of it.



- 4.2. Describe how you will store, manage, and dispose of any solid or liquid marijuana waste, including expired or outdated marijuana or marijuana product, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown or produced:

Any solid waste generated will be managed in the restricted access area by mixing it with equal parts of compostable or non-compostable materials, putting it into sealed, plastic bags labeled "waste" and dated to comply with the three day waiting period required before deeming it unusable. It will then be stored in the locked Product Storage Locker in a sectioned off area of the locker labeled "waste". Once ready to dispose of the solid waste, it will be entered into the METRC system and a notice will be sent via email to enforcement three days prior to disposal. It will then be disposed of at the local garbage refuse once the requirement period is complete.

Any liquid waste, including wastewater generated during marijuana cultivation will be low volume and will be managed and disposed of immediately to the city sewer system for treatment. All excess solutions, chemical fertilizers and other chemicals that are not already mixed in with the wastewater will be disposed of at the local garbage refuse.

A record of the final destination of all waste will be kept on-site in our files.



Section 5 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.520 and 3 AAC 306.550.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

5.1. I will ensure that any individual responsible for collecting random samples for required laboratory testing under 3 AAC 306.550 will prepare the necessary accompanying signed statement, provide the signed statement to the marijuana testing facility, and maintain a copy as a business record under 3 AAC 306.755.

Answer "Yes" or "No" to the following question:

Yes

No

5.2. Will the marijuana product manufacturing facility be performing in-house testing (as defined under 3 AAC 306.990(b)(20)?

☐☒

If "Yes" to 5.2, you must be able to certify the statement below. Read the following and then sign your initials in the box:

Initials

5.3. The area where in-house testing will occur is clearly identified on the Form MJ-02: Premises Diagram that is submitted with this application.

5.4. Describe the testing procedures and protocols the marijuana product manufacturing facility will follow:

A sample of each production lot of marijuana concentrate or product in an amount required by the testing facility will be randomly collected by licensee or employee. A prepared, signed statement demonstrating this, will accompany the samples and a copy will be kept for our records.

The product lot will be separated from all other marijuana products, stored in the Product Storage Locker section, labeled "Being Tested" and will not be sold or transported for sale until all testing has been completed. A record of all testing results will be kept on-site.

**Section 6 – Proposed Marijuana Concentrates and Marijuana Products**

Review the requirements under 3 AAC 306.520, 3 AAC 306.525, and 3 AAC 306.560.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Rosin		
Product Type: Choose one.	Marijuana Concentrate <input type="button" value="v"/>		
Perishable: Yes/No	No <input type="button" value="v"/>	Shelf Life: If perishable.	
Intended Use: Smokable/ edible/topical/wholesale/etc.	Smokeable		

Product Description: Details must include the color, shape, and texture.	Brown to gold in color with varying amounts of opaqueness. Varying degrees of sticky texture. Will fill a small container.
--	--

Ingredients:	Marijuana
---------------------	-----------




Standard Production Procedure and Detailed Manufacturing Process:	Put marijuana flower, trim or resin into rosin bag. Place under preheated press. Press bag to produce concentrate.
--	--

Depiction: Provide a photograph, drawing, or graphic representation of the expected appearance of the final product.	 
--	--

**Section 7 – Proposed Product Packaging and Sample Labels**

Review the requirements under 3 AAC 306.520, 3 AAC 306.565, and 3 AAC 306.570.

Attach a completed copy of this page for each proposed marijuana concentrate or marijuana product.

Product Name:	Rosin															
Product Type:	Marijuana Concentrate															
Packaging Description: Details must include the color(s), size, packaging materials used, total amount of THC, individual serving sizes (if multiple), and other specifics showing compliance with 3 AAC 306.565. Please include photos, drawings, or graphic representations.	<p>There will be two packaging options based on strain and consistency.</p> <p>Option 1: 1/2 gram of runnier rosin will go in a 1/2 oz., hard, plastic container that will have a label on the bottom then put in a 3.5 gram, plastic, ziploc bag that's clear on front and solid on the back. The plastic bag will be heat sealed and labeled on front with the strain name and quantity and labeled on the back with cannabinoid test results and other specifics showing compliance with 3 AAC 306.565.</p> <p>Option 2: 1/2 gram of harder rosin will be wrapped in parchment paper and put in a 3.5 gram, plastic, ziploc bag that's clear on front and solid on the back. The plastic bag will be heat sealed and labeled on front with the strain name and quantity and labeled on the back with cannabinoid test results and other specifics showing compliance with 3 AAC 306.565.</p> <div></div> <div><p><u>Front</u></p><p>ROSIN "Strain Name" 0.5 g. ...% THC</p></div> <div><p><u>BACK</u></p><table><tr><td>Retailer: Name, License #</td><td>Strain: Name</td></tr><tr><td>Cultivator: Name, License #</td><td>Batch #: #</td></tr><tr><td>Manufacturer: Name, License</td><td>Manufacture Date: Date</td></tr></table><p>CANNABINOID PROFILE</p><table><tr><td>THC Total: ...%</td><td>THCA: ...%</td><td>THCV: ...%</td></tr><tr><td>CBD Total: ...%</td><td>CBG: ...%</td><td>CBN: ...%</td></tr><tr><td>Terpenes: ...%</td><td></td><td></td></tr></table><p>WARNING</p><p>Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgement. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. Marijuana should not be used by women who are pregnant or breast feeding.</p><p>FOR USE ONLY BY ADULTS 21 & OLDER. KEEP OUT OF REACH OF CHILDREN.</p></div>	Retailer: Name, License #	Strain: Name	Cultivator: Name, License #	Batch #: #	Manufacturer: Name, License	Manufacture Date: Date	THC Total: ...%	THCA: ...%	THCV: ...%	CBD Total: ...%	CBG: ...%	CBN: ...%	Terpenes: ...%		
Retailer: Name, License #	Strain: Name															
Cultivator: Name, License #	Batch #: #															
Manufacturer: Name, License	Manufacture Date: Date															
THC Total: ...%	THCA: ...%	THCV: ...%														
CBD Total: ...%	CBG: ...%	CBN: ...%														
Terpenes: ...%																

**Section 8 – Prohibitions**

Review the requirements under 3 AAC 306.510.

8.1. I certify that the marijuana product manufacturing facility will not:

Initials

- a. sell, deliver, distribute, or transfer any marijuana, marijuana concentrate, or marijuana product directly to a consumer, with or without compensation;
- b. allow any person, including a licensee, employee, or agent, to consume marijuana, marijuana concentrate, or marijuana product on the licensed premises; or
- c. manufacture or sell any product that is an adulterated food or drink, closely resembles a familiar food or drink item including candy, or is packaged to look like candy, or in bright colors or with cartoon characters or other pictures or images that would appeal to children.

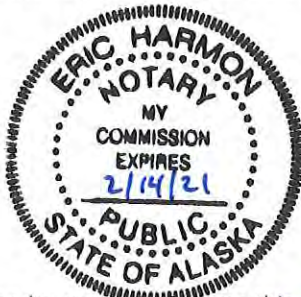


I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Darren Phillips

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 2/14/21

Subscribed and sworn to before me this 29 day of July, 2019.



(Additional Space as Needed):



Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit**What is this form?**

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Darren Phillips	License Number:	23597		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Fiberlite Concentrates, Inc. - Adabbleduyah				
Premises Address:	120 Jarvis St., Unit E				
City:	Sitka	State:	AK	ZIP:	99835

Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 11/12/19

End Date: 11/22/19

Other conspicuous location: Sea Mart Grocery Store

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Darren Phillips

Printed name of licensee

STATE OF ALASKA

NOTARY PUBLIC

RENEE D. WHEAT

My Commission Expires 5-15-23



Renee D. Wheat
Notary Public in and for the State of Alaska

My commission expires: 5-15-23

Subscribed and sworn to before me this 27th day of November, 20 19.



Public Notice

Application for Marijuana Establishment License

License Number: 23597

License Status: Initiated

License Type: Marijuana Concentrate Manufacturing Facility

Doing Business As: Fiberlite Concentrates Inc. - Adabbleduyah

Business License Number: 2086008

Email Address: fiberlite@gmail.com

Latitude, Longitude: 57.053150, -135.330880

Physical Address: 120 Jarvis St.
Unit E
Sitka, AK 99835
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10104432

Alaska Entity Name: Fiberlite Concentrates Inc. - Ada
bbleduyah

Phone Number: 209-608-5500

Email Address: fiberlite@gmail.com

Mailing Address: PO Box 645
Sitka, AK 99835
UNITED STATES

Entity Official #1

Type: Individual

Name: Darren Phillips

Phone Number: 209-608-5500

Email Address: fiberlite@gmail.com

Mailing Address: PO Box 645
Sitka, AK 99835
UNITED STATES

Affiliate #1

Type: Individual

Name: Darren Phillips

Phone Number: 209-608-5500

Email Address: fiberlite@gmail.com

Mailing Address: PO Box 645
Sitka, AK 99835
UNITED STATES

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at

<https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

POSTING DATE

11/12/19



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

What is this form?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Darren Phillips	License Number:	13577		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Fiberflite LLC				
Premises Address:	120 Jarvis Street, Unit C				
City:	Sitka	State:	Alaska	ZIP:	99835

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Darren Phillips
Title:	Owner

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

☒

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

☒

I certify that a notice of violation has **not** been issued to this license between July 1, 2019 and June 30, 2020.

☒

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).

☐

**Form MJ-20: Renewal Application Certifications****Section 4 – Certifications**

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.



I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.



I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.



I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.



I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.



I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.



I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.



As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

Signature of licensee

DARREN PRUMPS

Printed name of licensee



Eric Harmon

Notary Public in and for the State of Alaska

My commission expires: 2/14/21Subscribed and sworn to before me this 25 day of June, 2020.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

September 1, 2020

City & Borough of Sitka

Attn: City & Borough of Sitka

Via Email: sara.peterson@cityofsitka.org
melissa.henshaw@cityofsitka.org

License Number:	13577
License Type:	Standard Marijuana Cultivation Facility
Licensee:	DARREN H PHILLIPS
Doing Business As:	FIBERFLITE
Physical Address:	120 Jarvis Street Unit C Sitka, AK 99835
Designated Licensee:	DARREN H PHILLIPS
Phone Number:	209-608-5500
Email Address:	fiberflite@gmail.com

☒ License Renewal Application ☐ Endorsement Renewal Application

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

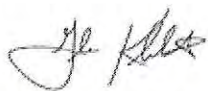
To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a "conditional protest" as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board's satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to me the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Glen Klinkhart'.

Glen Klinkhart, Interim Director

amco.localgovernmentonly@alaska.gov



Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Fiberlite Concentrates Inc. - Adabbeduyah	License Number:	23597		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Fiberlite Concentrates Inc. - Adabbeduyah				
Physical Address:	120 Jarvis St., Unit E				
City:	Sitka	State:	AK	Zip Code:	99835
Designated Licensee:	Darren Phillips				
Email Address:	fiberlite@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<i>Form MJ-09: Statement of Financial Interest</i>
-----------------	--

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
----------------	--	------------------------	--	----------------	--



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Darren Phillips	License Number:	23597		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Fiberflite Concentrates, Inc. - Adabbleduyah				
Premises Address:	120 Jarvis St., Unit E				
City:	Sitka	State:	AK	ZIP:	99835

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Darren Phillips				
Title:	Owner				
SSN:	554-23-8603	Date of Birth:	11/17/1960		



Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.



Signature of licensee

Darren Phillips

Printed name of licensee





Notary Public in and for the State of Alaska

My commission expires: 2/14/21

Subscribed and sworn to before me this 29 day of July, 20 19.



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Fiberlite Concentrates Inc. - Adabbeduyah	License Number:	23597		
License Type:	Marijuana Concentrate Manufacturing Facility				
Doing Business As:	Fiberlite Concentrates Inc. - Adabbeduyah				
Physical Address:	120 Jarvis St., Unit E				
City:	Sitka	State:	AK	Zip Code:	99835
Designated Licensee:	Darren Phillips				
Email Address:	fiberlite@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<i>Proof of Possession for Proposed Premises Part 1 of 3 - Pages 1-10</i>
-----------------	---

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
----------------	--	------------------------	--	----------------	--

**COMMERCIAL LEASE
(120 Jarvis Street)**

THIS COMMERCIAL LEASE ("Lease") is entered into between **Baranof Investments, LLC**, an Alaskan limited liability company, referred to as *Landlord*, and Darren Phillips doing business as Fiberflite, herein referred to as *Tenant*, for the Lease of 120 Jarvis Street, Unit E, and in furthermore thereof agree as follows:

1. Definitions

a. Basic Lease Information

In addition to the terms that are defined elsewhere in this Lease, the following terms have the meaning assigned to them in this Section when a term appears as a capitalized term in this Lease. The following terms and provisions are giving the defined meaning in the Lease and are part of the Lease as follows:

- | | | |
|-------|------------------------|--|
| i. | LEASE DATE: | January 2 nd , 2019 |
| ii. | LANDLORD: | Baranof Investments, LLC. |
| iii. | LANDLORD'S ADDRESS: | Baranof Investments, LLC.
PO Box 1874
Sitka, Alaska 99835
Telephone: 907-747-3142 |
| iv. | TENANT: | Darren Phillips dba FiberFlite |
| v. | TENANT'S ADDRESS: | Post Office Box 645
Sitka, AK 99835
Telephone: (209) 608-5500
Email: fiberflite@aol.com |
| vi. | LAND | Land: legal description APPENDIX A. |
| vii. | BUILDING | 120 Jarvis Street |
| viii. | PREMISES: | Described on APPENDIX B. |
| ix. | APPROX. PREMISES SIZE: | Building/Main Floor 1,500 sq. ft.
Mezzanine 500 sq. ft. |
| x. | COMMENCEMENT DATE: | January 1 st 2019 |
| xi. | INITIAL TERM: | 12 Months. |
| xii. | MINIMUM ANNUAL RENT: | <u>\$12,000.00 + Taxes & Utilities.</u> |

During the Initial Term, from January 1, 2019 to December 31, 2019 the minimum Annual Rent shall be \$12,000.00 per year plus City and Borough of Sitka sales tax. If Tenant exercises its renewal options set forth in Section 27 the annual minimum rent shall adjust as set forth in Section 27.

xiii. **PAID RENT AND SECURITY DEPOSIT:** Tenant will pay \$00.00 to Landlord on or before the Commencement Date of this Lease, which payment consists of the following: N/A

xiv. **PERMITTED USE:** Tenant shall use the Premises for cultivation and production of marijuana under license issued by the State of Alaska, Department of Commerce, Community, and Economic Development, Alcohol & Marijuana Control Office, and limited to those activities authorized by the controlling statutes and regulations adopted by the State of Alaska related thereto, which activities are herein referred to as the **Permitted Use**. Tenant expressly acknowledges and agrees that the operation of a retail marijuana store within the Premises, or any activities permitted under AS 17.38.020, is not a Permitted Use and shall not be conducted within the Premises. Tenant shall at all times conduct the Permitted Use consistent with state and municipal laws, statutes, regulations and ordinances, as relate to marijuana cultivation, production, growing, processing, packaging and wholesale sale of marijuana product, and all other legal purposes related thereto. A material violation by Tenant of a state or municipal law, statute, regulation or ordinance relating to the cultivation and production of marijuana shall constitute a material breach of this Lease, and as provided in paragraph 24.a.viii, below.

b. Appendices

The following addendum and appendices are attached to this Lease and are made part of this Lease:

Appendix A—Legal Description of Land

Appendix B—Building, Premise, Parking Area Diagram

Appendix C—Rules and Regulations

2. Agreement

Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to this Lease. The duration of this Lease will be the term, commencing on the Commencement Date. The Premises under this Lease shall include the designated Parking Area shown in **Appendix B**.

3. Term; Delivery of Premises; Tenant Improvements

a. Term

The Lease term shall commence on January 1, 2019 and shall expire on December 31, 2019.

b. Acceptance

Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any Tenant improvements at the Premises.

TENANT ACCEPTS THE PREMISES AS-IS, WHERE-IS AND WITH-ALL-FAULTS, AS OF THE COMMENCEMENT DATE.

c. Tenant Improvements

Tenant may only perform Tenant Improvement work with the prior written consent of Landlord. All Tenant Improvements shall be completed in accordance with applicable laws, codes, regulations and municipal directives and the construction of same shall not create a public or private nuisance. Tenant shall allow no waste to occur on or about the Premises or Property. Prior to commencement of construction of Tenant improvement work, Tenant shall provide Landlord with copies of all design and shop plans, permits and all correspondence from the municipality overseeing construction. Tenant shall allow no liens to attach to the Premises or the Property. Under no circumstance, unless expressly approved and consented to by Landlord in writing, will Tenant penetrate the roof, walls or walls of the Premise for any purpose, including construction of Tenant Improvements. Landlord may require Tenant, at Tenant's cost and expense, to remove Tenant's fixtures, furnishings or equipment from the Premises and to repair any Premises damage associated with renewal, at Tenant's cost and expense, upon expiration or termination of the Lease, or Landlord may require that any or all of said fixtures, furnishings, and equipment be left in the Premises upon Lease termination or expiration, in which case, Landlord shall become the owner of said fixtures, furnishings, and equipment without delivery of any further consideration to Tenant. Any damage caused to the Premises or Property by Tenant's removal of fixtures, furnishings, equipment or other property shall be repaired at Tenant's sole cost and expense.

4. Minimum Annual Rent; Security Deposit

a. Annual Rent

Throughout the Term of this Lease, from and after the Commencement Date, Tenant will pay Annual Rent to Landlord in the amount described in Section 1. Annual Rent is due in twelve (12) equal monthly installments in the amount of \$1,000.00, plus applicable federal, state and City and Borough of Sitka sales tax, current rate: 5%. The monthly installment of rent shall be paid to Landlord on or before the first of each month commencing on January 1, 2019. Annual Rent for any partial first or last month shall be prorated in accordance with the actual number of days in said month. Annual Rent will be paid to Landlord without written notice or demand and without deduction or offset in lawful money of the United States of America at Landlord's notice address, or to such other address as Landlord may from time to time designate in writing.

b. Security Deposit

Tenant shall deliver to Landlord a security deposit in the amount set forth in Section 1 above upon execution of this Lease. Landlord shall hold and may commingle the security deposit. Any interest earned thereon shall belong to Landlord. Landlord may debit the security deposit at any time to pay for any obligations owed, or expenses incurred, because of Tenant's breach or default of this Lease. Thereafter, upon demand, Tenant shall deliver such sums as are required to return the security deposit to the amount set forth in Section 1.

5. Operating Expenses

a. Landlord Responsibilities

Landlord, at Landlord's cost, shall maintain, repair and replace the roof, foundation, exterior walls, ceiling, structural elements of the Building, utility systems, heat pump system, and removal of snow from common areas, unless the repair and replacement thereof is caused, in whole or in part, by the inadvertency, negligence, or misuse of Tenant. In such event, the cost to repair and replace a damaged element of the Building caused by Tenant shall be the sole obligation and liability of Tenant. The failure or refusal of Tenant to pay for the cost to repair or replace a damaged element of the Building under this provision shall be deemed a material breach of the Lease. Landlord shall be responsible for

the installation of signage for the Tenant's Premises, at Tenant's costs, as provided in the Uniform Signage Design Policy, Rules and Regulations, **Appendix C** to this Lease. Tenant shall make a request for signage in writing to Landlord, including what information Tenant wants stated on the face of the sign. Landlord will adopt a uniform design for Tenant signs placed on the Building, and will provide Tenant with a rendering of the proposed sign prior to placement on the Building to assure the information related to Tenant's business is correctly represented on the sign.

b. Tenant Responsibilities

Tenant shall maintain, repair and replace the interior of the Premises in their condition as of the Commencement Date, normal wear and tear excluded. Tenant's maintenance, repair and replacement obligations shall include, without limitation, the interior walls, drop ceiling if any, utility fixtures, electrical, alarm, lighting fixtures, interior and exterior windows, and doors, plumbing and restroom fixtures, and floor coverings at Tenant's sole cost and expense. Tenant shall immediately advise Landlord of any damage to the Premises or the Building. All damage or injury to the Premises, the Building, or the fixtures, appurtenances and equipment in the Premises or the Building that is caused by Tenant, its agents, employees, or invitees may be repaired, restored, or replaced by Landlord, at the expense of Tenant. Such expense (plus fifteen percent (15%) of such expense for Landlord's overhead if Landlord undertakes the repair or replacement) will be collectible as additional rent and will be paid by Tenant within ten (10) days after delivery of a statement for such expense. Tenant, not Landlord, must provide all security devices and security guards that Tenant deems necessary to adequately secure the Premises.

c. Utilities and Taxes

i. Utilities

Tenant shall pay for all utilities serving the Premises including, without limitation, heat, electric, telephone, internet, security systems, cable, water and sewer, garbage and janitorial, and Tenant shall establish electric utility in Tenant's name. If certain utilities are not separately metered to the Premises, Landlord may perform a reasonable estimate and bill Tenant for Tenant's estimated share of those utilities.

ii. Taxes

Tenant shall pay all City and Bureau of Sitka sales tax due on any rent described herein. Tenant shall pay any business property tax. Landlord shall pay real property taxes due on the Property.

6. Insurance

a. Tenant's Liability Insurance

Throughout the entire term of this Lease, including any renewal term, Tenant shall, at its sole expense, maintain in full force and effect a policy or policies of commercial general liability insurance issued by one or more insurance carriers, insuring against liability for bodily injury to or death of persons and loss of or damage to property occurring in or on the Premises, the Building, and the Land. This liability insurance shall be in an amount not less than One Million Dollar (\$1,000,000) combined single limit for bodily and personal injury and property damage.

b. Worker's Compensation Insurance

Tenant shall at all times maintain worker's compensation insurance in compliance with Alaska law.

c. Tenant's Casualty Insurance

Tenant shall during the term, at its sole expense, maintain in full force and effect a standard form policy or policies of property and all-risk coverage with an extended coverage endorsement covering all stock in trade, trade fixtures, equipment, Tenant improvements installed at Tenant's cost and expense and other personal property located in the Premises and/or the Building and used by Tenant in connection with its business to the extent of the full replacement value of the foregoing.

d. Compliance with Regulations

Tenant shall, at its own expense, comply with all requirements, including installation of fire extinguishers, smoke and carbon monoxide detectors, or other fire control systems required to be installed in the Premises by insurance underwriters or any governmental authority having jurisdiction, that are necessary for the maintenance of reasonable fire and extended insurance for the Premises and/or the Building.

e. Release and Waiver of Subrogation

Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other or of any third party occurring in or about the Premises or Building, even though the loss or damage might have been occasioned by the negligence of the other party, its agents or employees, if the loss or damage would fall within the scope of a fire and extended coverage (all risk) policy of insurance actually maintained or required by the terms of this Lease to be maintained by the party suffering the loss. Each party shall obtain from its respective insurer under each insurance policy it maintains a waiver of all rights of subrogation which the insurer of one party may have against the other party, and Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such a waiver.

f. General Requirements

i. All policies of insurance required to be carried under this Lease shall be written by companies licensed to do business in Alaska and which are rated A+ or better in the "Best's Key Rating Guide." Tenant shall furnish to Landlord a certificate evidencing the insurance required to be maintained pursuant to this Section and shall satisfy Landlord that each policy is in full force and effect and that all persons or entities who are required to be named as "Additional Insureds" as set forth in Section 6.f.III below have been added by endorsement to the policies of insurance.

ii. The insurance that Tenant is required to carry under this Lease shall be primary and non-contributing with the insurance carried by Landlord.

iii. Each insurance policy that Tenant is required to maintain under this Lease, during the Tenant improvement period, shall expressly include, severally and not collectively, as additional insured, the Landlord and any person or firm designated by the Landlord and having an insurable interest, hereinafter called "Additional Insured," as their respective interests may appear.

iv. Each insurance policy that Tenant is required to maintain under this Lease shall not be subject to cancellation or reduction in coverage except upon at least thirty (30) days' prior written notice to Landlord. The policies of insurance or duly executed certificates evidencing them, together with satisfactory evidence of the payment of premiums, shall be deposited with Landlord at least thirty (30) days prior to the commencement date and not less than thirty (30) days prior to the expiration of the term of the coverage.

v. If Tenant fails to procure and maintain insurance as required by this Lease, Landlord may obtain that insurance and keep it in effect. If Landlord procures insurance on Tenant's behalf, then Tenant shall pay to Landlord the premium cost for that insurance, upon demand, and as additional rent.

vi. The limits of any insurance maintained by Tenant shall in no way limit the liability of Tenant under this Lease.

vii. All required insurance shall be in place and effective as of the Commencement Date.

7. Use

The Premises will be used only for the purposes set forth in Section 1 and for no other purpose. Tenant will use the Premises in a careful, safe, and proper manner and in accordance with all applicable statutes, ordinances, regulations or laws. Tenant will not use or permit the Premises to be used or occupied for any purpose or in any manner prohibited by any applicable laws. Tenant will not commit waste or suffer or permit waste to be committed in, on, or about the Premises. Tenant will conduct its business and control its employees, agents, and invitees in such a manner as not to create any nuisance or interfere with, annoy, or disturb any other Tenant or occupant of the Building or Landlord in its operation of the Building.

8. Compliance with Law

At its sole cost and expense, Tenant will promptly comply with all applicable laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or in force after the Lease Date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises.

9. Assignment and Subletting

a. General

Tenant shall not assign or sublet the Leased Premises, or any part thereof, without the prior written consent of Landlord which consent shall not be unreasonably withheld. Any such attempted assignment or subletting without the prior written consent of Landlord shall be void and of no force or effect and may, at the option of Landlord, be deemed a material default and a basis for termination of this Lease. Consent given on one occasion shall not be construed as, or constitute a waiver of, the requirement of consent as to any subsequent or further assignment or subletting. Should Landlord consent to the assignment or subletting, Tenant shall remain liable and responsible for performance of all the terms, covenants, conditions, and provisions provided for in this Lease, including payment of rent and other charges, herein provided; and the assignee or sublessee, together with its owners if an entity, shall be required to enter an agreement to be bound by and perform all of the terms and conditions of this Lease. In the event Landlord is called upon to consider the assignment or subletting or all or any portion of the Premises, Tenant shall pay to Landlord, any costs incurred by Landlord in considering and consenting to the assignment or subletting of any rights of Tenant under this Lease, including actual attorneys' fees incurred by Landlord related thereto. Any consent by Landlord to an assignment or subletting shall not in any manner be construed to release Tenant or any assignee or sublessee from obtaining the consent in writing of Landlord to any subsequent transfer, nor shall the same release or discharge Tenant from any liability, past, present or future, under this Lease. For purposes of this Lease, the term "assign," "assignment" or "sublet" shall mean: (a) any transfer by Tenant of any portion of the

Tenant's rights, interest, and obligations under this Lease or the Leased Premises, whether voluntary, involuntary, by operation of law, or otherwise; (b) occupancy of the Leased Premises by any person or entity other than Tenant, which includes but is not limited to, space sharing arrangements, licenses of space, and permitted subtenants from assigning their sub-sublease; (c) sale, transfer, assignment, conveyance, endorsement or other disposition of any portion of the (i) of the membership interest if Tenant is a limited liability company, (ii) a partnership interest if Tenant is a limited or general partnership, or, (iii) capital stock if Tenant is a corporation.

b. Information Re Landlord to Consider Assign or Sublet

If Tenant requests Landlord's consent to a specific assignment or subletting, Tenant will submit in writing to Landlord (a) the name and address of the proposed assignee or subtenant; (b) the business terms of the proposed assignment or sublease; (c) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (d) banking, financial, or other credit information reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or subtenant; and (e) the proposed form of assignment or sublease.

c. Payments to Landlord

If Landlord consents to a proposed assignment or sublease, then Landlord will have the right to require Tenant to pay to Landlord one hundred percent (100%) of a sum equal to (a) any rent or other consideration paid to Tenant by any proposed transferee that (after deducting the costs of Tenant, if any, in effecting the assignment or sublease, including reasonable alteration costs, commissions and legal fees) is in excess of the rent allocable to the transferred space then being paid by Tenant to Landlord pursuant to this Lease; (b) any other profit or gain (after deducting any necessary expenses incurred) realized by Tenant from any such sublease or assignment; and (c) Landlord's reasonable attorneys' fees and costs incurred in connection with negotiation, review and processing of the transfer. All such sums payable will be payable to Landlord at the time the next payment of Annual Rent is due.

10. Rules and Regulations

Tenant and its employees, agents, licensees, and invitees will always observe and comply with the rules and regulations set forth in **APPENDIX C**. Landlord may from time to time reasonably amend, delete, or modify existing rules and regulations, or adopt reasonable new rules and regulations for the use, safety, cleanliness and care of the Premises and the Building and the comfort, quiet and convenience of occupants of the Building. Modifications or additions to the rules and regulations will be effective upon ten (10) days' prior written notice to Tenant from Landlord. In the event of any breach of any rules or regulations or any amendments or additions to such rules and regulations, Landlord will have all remedies that this Lease provides for default by Tenant, and will, in addition, have any remedies available at law or in equity, including the right to enjoin any breach of such rules and regulations. Landlord will not be liable to Tenant for violation of such rules and regulations by any other Tenant, its employees, agents, invitees, or licensees or any other person. In the event of any conflict between the provisions of this Lease and the rules and regulations, the provisions of this Lease will govern.

11. Holding Over

Tenant will have no right to remain in possession of all or any part of the Premises after the expiration of the term (as extended by the Renewal Term if properly exercised). If Tenant remains in possession of all or any part of the Premises after the expiration of the term with the express or implied consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and

(c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In such event, Annual Rent will be increased to an amount equal to one hundred fifty percent (150%) of the Annual Rent payable during the last month of the term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease.

12. Signs

Subject to the Rules and Regulations, Tenant may have at least one exterior sign identifying the business occupying the Premises. Any existing signage allowed under the prior tenancy will not be allowed to be installed unless it meets the CBS sign regulations. Exterior signage will be installed by Landlord at Tenant's cost and expense and shall conform to Landlord's Uniform Signage Design Policy, as set forth in the attached Rules and Regulations, **Appendix C**. Tenant at Tenant's cost and expense shall install interior signage. Exterior and interior window graphics shall fall under the same rules and criteria as Tenant's primary exterior signage and must be approved in advance before being attached to the exterior windows or doors. Landlord reserves the right to determine whether proposed window graphics can be installed on the exterior or the interior or denied altogether. No temporary signs, paper or plastic signs, banners or sandwich boards shall be permitted. Landlord may unilaterally remove and dispose of any signage installed by Tenant or Tenant's agents in, on or about the Premises, Building or Property without the prior written consent of Landlord. Upon termination of this Lease, Landlord shall have the exterior signage removed and any restoration to the exterior of the Building repaired. The costs for all expenses associated with exterior signage removal and associated Building restoration shall be deducted from the security deposit held by Landlord, or paid by Tenant with ten (10) days of receipt of a statement stating therein the costs incurred by Landlord to remove the sign.

13. Alterations

a. General

i. During the term, Tenant will not make or allow to be made any alterations, additions, or improvements to or of the Premises or any part of the Premises, or attach any fixtures or equipment to the Premises, without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld. All alterations, additions, and improvements consented to by Landlord, and capital improvements that are required to be made to the Building as a result of the nature of Tenant's use of the Premises:

a. Tenant will be allowed to build or hire someone to build rooms associated with the grow facility within the leased area if all work meets local city of Sitka building codes. Anything attached to or altering the existing structure will need approval by the landlord.

b. All such alterations, additions or improvements shall be made in a good and workmanlike manner and shall comply with all applicable laws, codes, ordinances, rules and regulations.

ii. Upon expiration or sooner termination of the term, Tenant shall, at Tenant's cost and expense, with all due diligence, remove any alterations, additions or improvements made by Tenant and designated by Landlord to be removed.

b. Removal. Landlord requires Tenant to remove any or all alterations, additions, fixtures and improvements that are made in or upon the Premises, Tenant will remove such alterations, additions, fixtures and improvements at Tenant's sole cost and will restore the Premises to the condition in which they were before such alterations, additions, fixtures, improvements, and additions were made, reasonable wear and tear excepted.

14. Protection from Liens

Tenant will pay or cause to be paid all costs and charges for work (a) done by Tenant or caused to be done by Tenant, in or to the Premises, and (b) for all materials furnished for or in connection with such work. Tenant shall protect against the filing of any mechanics or materialman liens, and shall indemnify Landlord against and hold Landlord, the Premises and the Building free, clear and harmless of and from all mechanics or materialman liens and claims of liens, and all other liabilities, liens, claims and demands on account of such work by or on behalf of Tenant. In addition to the protections stated above, Tenant shall protect Landlord against all other forms of lien described in AS 34.35.010 et seq. Landlord reserves the right to post notices of non-responsibility for any claims of lien pertaining to labor performed, materials or services provided to Tenant by others.

15. End of Term

At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. Tenant shall, as applicable, clean all carpets by a licensed service, and remove such alterations, additions, improvements, trade fixtures, equipment and furniture as Landlord has requested that Tenant remove in accordance with the terms of this Lease. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions, and improvements on the Premises after the end of the term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without written notice to Tenant or any other person and without obligation to account for them. Tenant will pay Landlord for all expenses incurred in connection with the removal of such property, including, but not limited to, the cost of repairing any damage to the Building or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

16. Eminent Domain

If all or any portion of the Premises are taken by exercise of the power of eminent domain (or conveyed by Landlord in lieu of such exercise) this Lease will terminate on a date (the "Taking Date") which is the earlier of the date upon which the condemning authority takes possession of the Premises or the date on which title to the Premises is vested in the condemning authority. In the event of any such taking, the entire award will be paid to Landlord and Tenant will have no right or claim to any part of such award; however, Tenant will have the right to assert a claim against the condemning authority in a separate action, so long as Landlord's award is not otherwise reduced, for Tenant's moving expenses and leasehold improvements owned by Tenant.

17. Damage and Destruction

a. If the Premises or the Building are damaged by insured casualty, Landlord will give Tenant written notice of the time which will be needed to repair such damage, as determined by Landlord in its reasonable discretion, and the election (if any) which Landlord has made per this Section 18. Such notice will be given before the thirtieth (30th) day (the "Notice Date") after the fire or other insured casualty.

b. If the Premises or the Building are damaged by insured casualty to an extent which may be repaired within 180 days after the Notice Date, as reasonably determined by Landlord, Landlord will promptly begin to repair the damage after the Notice Date and will diligently pursue the completion of such repair. In that event, this Lease will continue in full force and effect except that Annual Rent will be abated on a pro-rata basis from the date of the damage until the date of the completion of such repairs (the "Repair Period") based on the proportion of the rentable area of the Premises Tenant is unable to use during the Repair Period.

c. If the Premises or the Building are damaged by fire or other insured casualty to an extent that may not be repaired within 180 days after the Notice Date, as reasonably determined by Landlord, then (1) Landlord may cancel this Lease as of the date of such damage by written notice given to Tenant on or before the Notice Date or (2) Tenant may cancel this Lease as of the date of such damage by written notice given to Landlord within ten (10) days after Landlord's delivery of a written notice that the repairs cannot be made within such 120-day period. If neither Landlord nor Tenant so elects to cancel this Lease, Landlord will diligently proceed to repair the Building and Premises and Annual Rent will be abated on a pro rata basis during the Repair Period based on the proportion of the rentable area of the Premises Tenant is unable to use during the Repair Period.

d. Notwithstanding the provisions of subparagraphs a., b., and c. above, if the Premises or the Building are damaged by uninsured casualty, or if the proceeds of insurance are insufficient to pay for the repair of any damage to the Premises or the Building, Landlord will have the option in its sole discretion to repair such damage or cancel this Lease as of the date of such casualty by written notice to Tenant on or before the Notice Date.

e. If any such damage by fire or other casualty is the result of the willful conduct or negligence or failure to act of Tenant, its agents, contractors, employees, or invitees, there will be no abatement of Annual Rent as otherwise provided for in this Section 17. Tenant will have no rights to terminate this Lease on account of any damage to the Premises, the Building, or the Land, except as expressly set forth in this Section 17.

18. Subordination

By this provision, this Lease shall be subject and subordinate to the lien of any mortgage, deed of trust or other encumbering instrument now or hereafter placed on the Land or the Building. Tenant shall execute any additional subordination agreement reasonably required by a mortgagee or beneficiary of a mortgage or deed of trust within five (5) business days of the request.

19. Entry by Landlord

Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and at reasonable hours to:

- a. Inspect the Premises;
- b. Exhibit the Premises to prospective purchasers, lenders, or tenants;
- c. Determine whether Tenant is complying with all its obligations in this Lease;
- d. Post written notices of non-responsibility or similar notices; or
- e. Make repairs required of Landlord under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any



Alaska Marijuana Control Board

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Fiberlite Concentrates Inc. - Adabbleduyah	License Number:	21461		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Fiberlite Concentrates Inc. - Adabbleduyah				
Physical Address:	120 Jarvis St., Unit E				
City:	Sitka	State:	AK	Zip Code:	99835
Designated Licensee:	Darren Phillips				
Email Address:	fiberlite@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<i>Proof of Possession for Proposed Premises Part 2 of 3 - Pages 11-19</i>
-----------------	--

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
----------------	--	------------------------	--	----------------	--

other portion of the Building; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

Except in the case of emergencies or suspicion of unlawful activity, or in cases where Tenant has otherwise authorized Landlord's entry, Landlord shall use its best efforts to provide Tenant with notice of its need to enter onto the non-public portions of the Premises not less than twenty-four (24) hours in advance of any such entry.

Tenant, by this Section 19, waives any claim against Landlord, its agents, employees, or contractors for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by any entry in accordance with this Section 19. Landlord will always have and retain a key or key card with which to unlock all of the doors in, on, or about the Premises. Landlord will have the right to use all means Landlord may deem proper to open doors in and to the Premises in an emergency in order to obtain entry to the Premises, provided, that Landlord will promptly repair any damages caused by any forced entry. Any entry to the Premises by Landlord in accordance with this Section 19 will not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion of the Premises, nor will any such entry entitle Tenant to damages or an abatement of rent.

20. Indemnification, Waiver and Release

a. Indemnification

Except for any injury or damage to persons or property on the Premises proximately caused solely by the gross negligence or deliberate, intentional, unlawful act of Landlord, its employees, or agents, and subject to the waiver-of-subrogation provisions herein, Tenant will neither hold, nor attempt to hold, Landlord, its employees, or agents liable for, and Tenant will indemnify defend and hold harmless Landlord, its employees and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with or related to this Lease, or an act or omission of Tenant or Tenant's officers, employees, agents, invitees and guests in, about or in relation to the Premises, Building or Property. If any action is brought against Landlord, its employees, or agents because of any such claim for which Tenant has indemnified Landlord, Tenant, upon written notice from Landlord, will defend the same at Tenant's expense, with counsel approved by Landlord. This Section shall survive the expiration or earlier termination of this Lease.

b. Waiver and Release

Tenant, as a material part of the consideration to Landlord for this Lease, by this Section 20.b, waives, and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. This Section shall survive the expiration or earlier termination of this Lease.

21. Environmental Provisions

a. "Environmental Laws" means all state, federal and local statutes, regulations and ordinances relating to the protection of human health and the environment.

b. "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation of Hazardous Materials Table (49 C.F.R. 172.101) or by the United

States Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto), petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Laws.

c. Landlord agrees to defend (with counsel reasonably approved by Tenant), fully indemnify and hold entirely free and harmless Tenant from and against all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term and which are imposed on, paid by, or asserted against Tenant by reason or on account of, or in connection with, or arising out of the presence or suspected presence of Hazardous Material in the structures, soil, ground water, or soil vapor on or about the Building or Premises, or the migration of Hazardous Material off of or onto the Land, or the violation by Landlord of any Environmental Law, except to the extent that the Hazardous Material is present or the violation occurred as a result of Tenant's activities in the Building.

d. Tenant agrees to defend (with counsel reasonably approved by Landlord), fully indemnify and hold entirely free and harmless Landlord from and against all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term and which are imposed on, paid by or asserted against Landlord by reason or on account of, or in connection with, or arising out of the presence or suspected presence of Hazardous Material in the structures, soil, ground water, or soil vapor on or about the Building or Premises or the violation by Tenant of any Environmental Law, to the extent that the Hazardous Material is present or the violation occurred as a result of Tenant's activities in the Building or Premises.

e. This Section shall survive the expiration or earlier termination of this Lease.

22. Quiet Enjoyment

Landlord covenants and agrees with Tenant that so long as Tenant pays the rent and observes and performs all the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises, subject to the terms and conditions of this Lease, and Tenant's possession will not be disturbed by anyone claiming by, through, or under Landlord.

23. Effect of Sale

A sale, conveyance, or assignment of the Building will operate to release Landlord from liability under this Lease, from and after the effective date of such sale, conveyance, or assignment, except for liabilities that arose prior to such effective date. This Lease will not be affected by any such sale, conveyance, or assignment, and Tenant will attorn to Landlord's successor in interest to this Lease, so long as such successor in interest assumes Landlord's obligations under this Lease from and after such effective date.

24. Default

a. Events of Default

The following events are referred to, collectively, as "events of default" or, individually, as an "event of default":

i. Tenant defaults in the due and punctual payment of rent, or such other cost or expense Tenant is required to pay under the terms of this Lease, and such default continues

for ten (10) business days after written notice from Landlord. Tenant will not be entitled to more than one (1) written notice of monetary defaults during the term, and if after such written notice any rent is not paid when due, an event of default will be considered to have occurred without further notice;

ii. This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within ten (10) business days after its levy;

iii. Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;

iv. Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment;

v. Tenant assigns or subleases the Premises without the prior written consent of Landlord;

vi. Tenant defaults under any of the other agreements, terms, covenants, or conditions of this Lease, and such default continues for a period of thirty (30) days after written notice from Landlord to Tenant (or, if such default is not susceptible of cure within such thirty (30) day period, if Tenant fails to diligently commence to cure such default within thirty (30) days after written notice from Landlord and to complete such cure within a reasonable time, not to exceed ninety (90) days thereafter);

vii. Tenant defaults under any other agreement with Landlord, in which event no cure periods beyond those contained in the Agreement pursuant to which Tenant has defaulted shall be available to Tenant; and,

viii. Tenant materially violates a state or municipal marijuana law, statute, regulation or ordinance.

b. Landlord's Remedies

If any one or more events of default set forth in Section 24.a. occurs, then Landlord shall have all available rights and remedies at law or in equity, all of which shall be deemed cumulative, including, without limitation, the right:

i. To give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case, Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability, as if the term expired on the date fixed in such notice;

ii. Without further demand or notice, to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Annual Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions;

iii. Without further demand or notice to cure any event of default and to charge Tenant for the cost of effecting such cure, including, without limitation, reasonable attorneys' fees and interest on the amount so advanced at the rate set forth in Section 29.p, provided, that Landlord will have no obligation to cure any such event of default of Tenant; or

iv. To accelerate all amounts due pursuant to this Lease and to declare all of the said amounts immediately due and payable, and to collect said amounts to the greatest extent allowed by law.

Should Landlord elect to reenter as provided in subsection ii., or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may from time to time without terminating this Lease relet the Premises or any part of the Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its reasonable discretion, may determine, and Landlord may collect and receive rent. Landlord will in no way be responsible or liable for any failure to relet the Premises or any part of the Premises, or for any failure to collect any rent due upon such reletting. No such re-entry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No written notice from Landlord under this Section or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.

v. Without limiting the generality of the provision stated in this Section 24.b., of this Lease, Landlord covenants and agrees, that in the event of default by Tenant, Landlord shall not take possession of marijuana situated on the Premises, or otherwise handle, disturb or remove marijuana from the Premises without first giving notice of Tenant's default and Landlord's election to take possession of the Premises, to the Alcohol & Marijuana Control Board (herein, **AMCB**), 550 W. 7th Avenue, Suite 1600, Anchorage, Alaska 99501, telephone: 907-269-0350; and, proceeding as directed by the AMCB

c. Certain Damages

In the event that Landlord does not elect to terminate this Lease as permitted in Section 24.b.i, but on the contrary elects to take possession as provided in Section 24.b.ii, Tenant will pay to Landlord Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. If, in connection with any reletting, the new lease term extends beyond the term, or the premises covered by such new Lease include other premises not part of the Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection with such reletting as provided in this Section will be made in determining the net proceeds from such reletting, and any rent concessions will be equally apportioned over the term of the new Lease. Tenant will pay such rent and other sums to Landlord monthly on the day on which the Annual Rent would have been payable under this Lease if possession had not been retaken, and Landlord will be entitled to receive such rent and other sums from Tenant on each such day.

d. Continuing Liability After Termination

If this Lease is terminated on account of the occurrence of an event of default, Tenant will remain liable to Landlord for damages in an amount equal to Annual Rent and other amounts that would have been owing by Tenant for the balance of the term, had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination, after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, the expenses enumerated in Section 24.c. Landlord will be entitled to collect such damages from Tenant monthly on the day on which Annual Rent and other amounts would have been payable under this Lease if this Lease had not been terminated, and Landlord will be entitled to receive such Annual Rent and other amounts from Tenant on each such day. Alternatively, at the option of Landlord, in the event this Lease is so terminated, Landlord will be entitled to recover against Tenant as damages for loss of the bargain and not as a penalty:

- i. The worth at the time of award of the unpaid rent that had been earned at the time of termination;
- ii. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;
- iii. The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease (had the same not been so terminated by Landlord) after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and
- iv. Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses i. and ii. above is computed by adding interest at the per annum interest rate described in Section 29.p. on the date on which this Lease is terminated from the date of termination until the time of the award. The "worth at the time of award" of the amount referred to in clause iii. above is computed by discounting such amount at the prime rate of the Federal Reserve Bank of San Francisco, California, at the time of award plus one percent (1%).

e. Cumulative Remedies

Any suit or suits for the recovery of the amounts and damages set forth in Sections 24.c. and 24.d. may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the term would have expired had there occurred no event of default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Lease Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

f. Waiver of Redemption

Tenant waives any right of redemption arising because of Landlord's exercise of its remedies under this Section 24.

g. Survival

All obligations of Tenant hereunder shall survive the expiration or earlier termination of this Lease.

h. Landlord Default. Landlord shall not be in default of this Lease unless and until Landlord fails to cure a Landlord Default within a reasonable time after delivery of written notice from Tenant sent to Landlord and to any Mortgagees of record. For purposes of this Section 24.h only, a reasonable time shall not be less than forty-five (45) days but may be longer depending on the circumstances.

25. Parking

Tenant parking and use of the outdoor space for production of Tenants product is shown in **Appendix B**. Tenant parking shall be regulated and enforced pursuant to the Rules and Regulations, **Appendix C** to this Lease.

26. Security Agreement.

To secure for Landlord the performance by Tenant of the terms, conditions, covenants, and obligations of this Lease, Landlord shall have a security interest, pursuant to Alaska Statute § 45.29.010 et seq. in Tenant's leasehold improvements, furniture, fixtures, and equipment situated within the Premises from and after the effective date of this Lease. The Parties agree that this provision shall constitute a "security agreement" and Landlord shall be entitled to execute all necessary financing statements and record the same with the State of Alaska, Department of Natural Resources, Uniform Commercial Code Central File, and such other recording district as Landlord may elect.

27. Term and Renewal Options

a. General

The Initial Term of this Lease is as set forth in Section 1 beginning on the commencement date. Provided there does not exist an event of default (as defined in Section 24.a), either on the date that Tenant exercises an option to renew or on the date that a renewal term commences, and provided further that Tenant has not cured more than two (2) defaults previously during the term, the undersigned Tenant shall have two (2) options to renew the term of this Lease, each for a period of one (1) year (the "Renewal Term"), such renewal to be upon the covenants, terms and conditions as set forth in this Lease. Tenant shall deliver to Landlord not less than 120 prior to the expiration of the current Term or Renewal Term, whichever the case, written notice that Tenant does not accept the renewal of the Term. Failure by Tenant to timely delivery such written notice to Landlord shall cause the Term to automatically renew, for which Tenant shall thereafter be responsible for the terms, conditions and rent of the Renewal Term. In such event, there shall be no need for any documentation evidencing the renewal of the Lease Term, as the parties agree that the terms and conditions set forth herein shall continue and apply to each Renewal Term, except for the amount of rent to be paid as set for in subparts i. and ii., below. Rent for a renewal term of the Lease shall be paid in the following amounts each

month throughout the renewal term, together with such additional costs provided herein, including but not limited to the City and Borough of Sitka sales tax:

- i. First Renewal Term \$2,050.00 /month
- ii. Second Renewal Term \$2,100.00 /month

28. Miscellaneous

a. No Offer

This Lease is submitted to Tenant with the understanding that it will not be considered an offer and will not bind Landlord in any way until Tenant has duly executed and delivered duplicate originals to Landlord and Landlord has executed and delivered one of such originals to Tenant.

b. No Construction Against Either Party

Landlord and Tenant acknowledge that each of them and their counsel have reviewed and negotiated this Lease and that this Lease will not be construed for or against either Landlord or Tenant.

c. Time of the Essence

Time is of the essence with respect to each provision of this Lease.

d. Recordation

Tenant may record a reasonable memorandum or short form of this Lease that has been executed by both Landlord and Tenant.

e. No Waiver

The waiver by Landlord of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

f. Limitation on Recourse

No liability shall attain in favor of Tenant against any officer, director, shareholder, member, agent or employee of Landlord, and Tenant shall look solely to the interest of Landlord in the Building and Property for the satisfaction of Landlord's duties, obligations and liabilities arising under or in connection with this Lease.

g. Estoppel Certificates

At any time and from time to time but within ten (10) business days after prior written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a certificate certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease

is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which rent and other sums payable under this Lease have been paid; (c) that no written notice of any default has been delivered to Landlord which default has not been cured, except as to defaults specified in said certificate; (d) that there is no event of default under this Lease or an event which, with notice or the passage of time, or both, would result in an event of default under this Lease, except for defaults specified in said certificate; and (e) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any mortgage or deed of trust of the Building or the Land. Tenant's failure to deliver such a certificate within such time will be deemed to mean that the Lease is in full force and effect, there is no defaults and rent is not paid more than one (1) month in advance.

h. Waiver of Jury Trial

Landlord and Tenant waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any other claims. Should a civil action be brought by either party against the other, it shall be brought in the state court at Sitka, Alaska before the court having subject matter jurisdiction of the dispute.

i. No Merger

The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by agreement of Tenant and Landlord or the termination of this Lease on account of Tenant's default will not work a merger, and will, at Landlord's option, (a) terminate all or any subleases and sub-tenancies or (b) operate as an assignment to Landlord of all or any subleases or sub-tenancies. Landlord's option under this Section 28.i will be exercised by written notice to Tenant and all known sub-lessees or subtenants in the Premises or any part of the Premises.

j. Notices

Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease must be in writing and will be deemed to have been given when personally delivered, deposited with any nationally recognized overnight carrier that routinely issues receipts, or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at its address set forth in Section 1. Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other party in the manner prescribed in this Section.

k. Severability

If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

l. Written Amendment Required

No amendment, alteration, modification of, or addition to this Lease will be valid or binding unless in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications to the terms and provisions of this Lease required or requested by any lending institution providing financing

for the Building, if no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

m. Captions

The captions of the various sections of this Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of such sections.

n. Authority

Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors or partners, as the case may be, and agree upon request to deliver to Landlord a resolution or similar document to that effect.

o. Governing Law

This Lease will be governed by and construed pursuant to the laws of the State of Alaska.

p. Late Payments

Any payment of rent that is not paid within five (5) days of its due date is subject to a late charge of five percent (5%) of the amount due, and shall accrue interest at the rate of ten and one-half percent (10.5%) per annum or the highest interest rate allowed by law, whichever is greater, from the date on which it was due until the date on which it is paid in full with accrued interest.

q. Fees

Whenever Tenant requests Landlord to take any action or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for all of Landlord's reasonable costs incurred in reviewing the proposed action or consent, including, without limitation, reasonable attorneys', engineers' or architects' fees, within ten (10) days after Landlord's delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action. Tenant shall also reimburse Landlord for any attorney fees incurred in preparing and prosecuting demands associated with Tenant's breaches or defaults of this Lease. The substantially prevailing party in any litigation, appeal or bankruptcy proceeding shall be entitled to reimbursement of all reasonable attorney fees and litigation expenses.

r. Binding Effect

The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided in this Lease, their respective successors, and assigns.

s. Confidentiality

Tenant agrees not to disclose the terms and conditions of this Lease to any third party without the prior written consent of Landlord.

t. Entire Agreement

This Lease, the exhibits, and addenda, if any, contain the entire agreement between Landlord and Tenant. Tenant shall not rely upon any previous representation, warranty, covenant or promise which is not incorporated into this Lease. No promises or representations, except as contained in this



Alaska Marijuana Control Board

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Cover Sheet for Marijuana Establishment Applications

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Fiberlite Concentrates Inc. - Adabbleduyah	License Number:	21461		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Fiberlite Concentrates Inc. - Adabbleduyah				
Physical Address:	120 Jarvis St., Unit E				
City:	Sitka	State:	AK	Zip Code:	99835
Designated Licensee:	Darren Phillips				
Email Address:	fiberlite@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<p><i>Proof of Possession for Proposed Premises</i></p> <p><i>Part 3 of 3 - Pages 20-21</i></p> <p><i>Appendix A</i></p> <p><i>Appendix B</i></p> <p><i>Appendix C</i></p> <p><i>First Amendment</i></p>
-----------------	--

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
----------------	--	------------------------	--	----------------	--

Lease, have been made to Tenant respecting the condition or the manner of operating the Premises or the Building. This Lease represents the complete understanding of Landlord and Tenant as of the date hereof.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Landlord:
BARANOF INVESTMENTS, LLC.


By: 
Gary Smith, Member



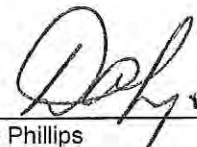
STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this 10 day of January, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Gary Smith**, to me known to be the person who signed as a Member of **Baranof Investments, LLC.**, an Alaska limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that **Gary Smith** was duly elected, qualified and acting as said member of said, that **Gary Smith** was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.


Notary Public for Alaska
Commission expires: 2/14/21



Tenant:
By: 
Darren Phillips

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 10 day of January, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Darren Phillips, to me known to be the owner of the Fiberlite, and, the person described in

and who executed the above and foregoing instrument; and who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

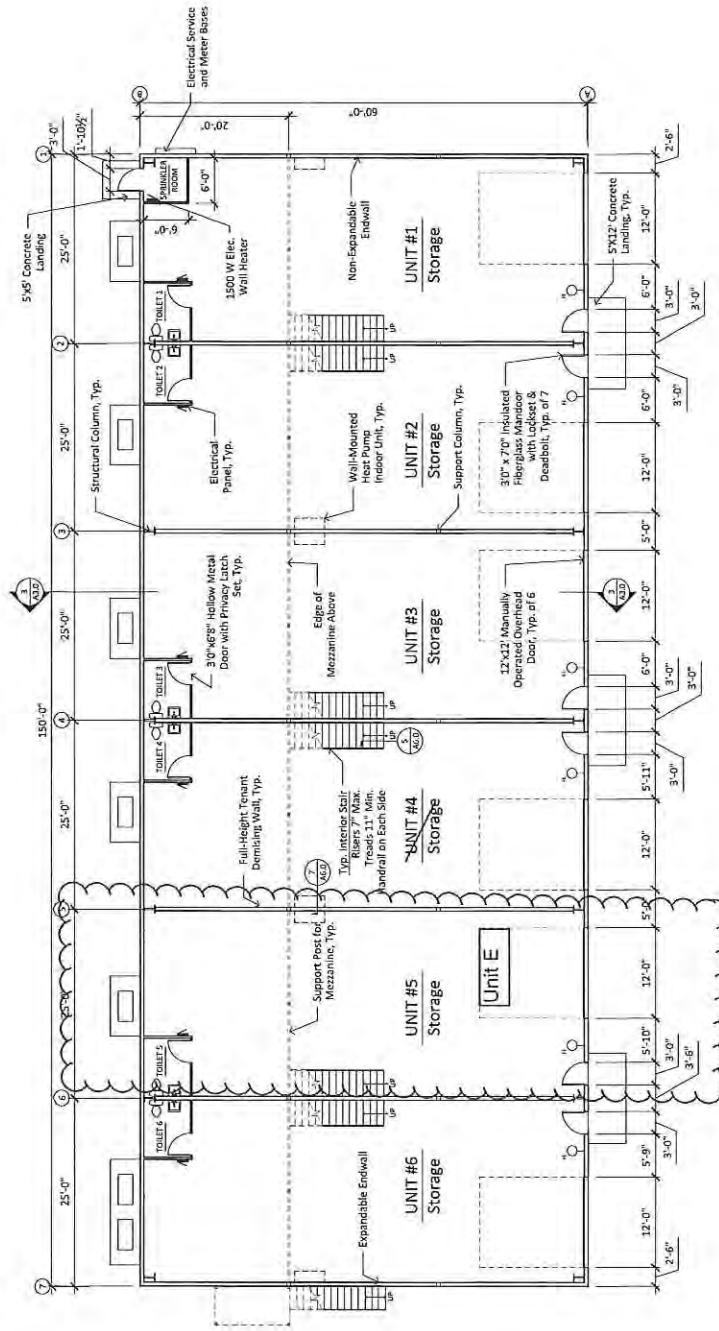
Eric Herman
Notary Public for Alaska
Commission expires: 2/14/21

APPENDIX A
LAND LEGAL DESCRIPTION

Lot 2A of the Sitka Projects Subdivision, Lot 1 and Lot 2 Lot Line Adjustment Plat according to Plat No. 99-9, records of the Sitka Recording District, First Judicial District, State of Alaska.

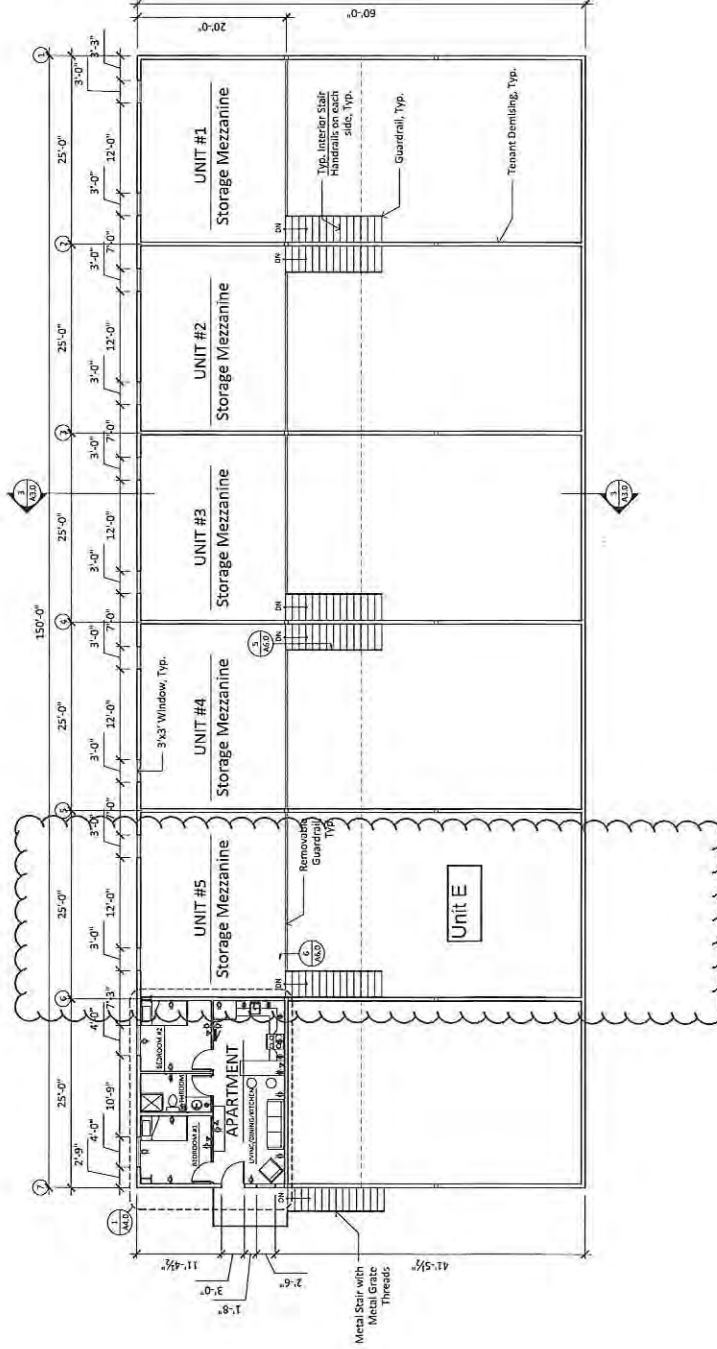


Appendix B



1 Lower Floor Plan 0' 4' 8'

Appendix B



0 4 8'

1 Upper Floor/Mezzanine Plan



City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

Coast Guard City, USA

Planning and Community Development Department

AGENDA ITEM:

Case No: P 20-08
Proposal: Final Plat for a Boundary Line Adjustment
Applicant: Robert Woolsey Jr.
Owner: Robert Woolsey Jr.
Location: 1301 Edgecumbe Drive and Lot 1 Little Critter Highlands Subdivision
Legal: Lot 1 Old City Shops Subdivision and Lot 1 Little Critter Highlands Subdivision
Zone: R-1 single family and duplex residential district and
R-2 multifamily residential district
Size: Current: 17,600 sf and 6,003 sf (1301 Edgecumbe and Lot 1 LCH respectively)
Proposed: 11,874 sf and 10,802 sf (1301 Edgecumbe and Lot 1 LCH respectively)
Parcel IDs: 1-4680-000 and 1-4707-001
Existing Use: Residential, vacant
Adjacent Use: Residential, school
Utilities: Existing
Access: Edgecumbe Drive and Kostrometinoff Street

KEY POINTS AND CONCERNS:

- Final plat of Little Critter Highlands (LCH) Subdivision approved by the Commission in January 2020
- As described in subdivision process, Lot 1 LCH was sold to property owner at 1301 Edgecumbe Drive. Also as described during subdivision process, new owner would like to adjust lot line in order to create more buildable space and access to the lot.

RECOMMENDATION:

Staff recommends approval of the final plat for a boundary line adjustment for 1301 Edgecumbe Drive and Lot 1 Little Critter Highlands Subdivision,

ATTACHMENTS:

Attachment A: Aerial

Attachment B: Current Plat

Attachment C: Proposed Plat

Attachment E: Photos

Attachment F: Applicant Materials

BACKGROUND & PROJECT DESCRIPTION

Both lots are owned by one property owner, Robert Woolsey Jr. Given the opportunity to purchase the newly created Lot 1 LCH, Woolsey signaled to the Commission that it was his intent to adjust the lot line so as to provide more direct access from Kostrometinoff Street to the lot with less land held in an easement.

Lot 1 LCH continues to have utilities served via an access easement granted through 1301 Edgecumbe Drive. Access is via Kostrometinoff Street, a substandard right-of-way that is not maintained by CBS. During the subdivision process for Lot 1 LCH, the surrounding property owners (including 1301 Edgecumbe and Lot 1 LCH) signed an agreement with CBS for private use and maintenance of Kostrometinoff.

Generally, boundary line adjustments (BLAs) are handled administratively per SGC 21.16.010(A). However, per an exception in this same code section, *“any substantial movement of a lot line in a subdivision, which has been recorded for less than eighteen months, shall follow the replatting procedure in Chapter 21.20.”*

ANALYSIS

Project/Site: 1301 Edgecumbe is developed with a single-family home located on the lot. With the current lot configuration, the house is approximately 90-100 feet away from the rear property line. With this lot line adjustment, the house will be approximately 30-35 feet away from the rear property line, far exceeding the minimum 8' rear setback. The rest of the lot and Lot 1 LCH is vacant, undeveloped, and vegetated.

The minimum lot size in both zoning districts is 6,000 square feet net of access easements. Lot 1 will be 11,874 square feet and Lot 2 will be 10,802 square feet, both exceeding the minimum requirements.

Traffic: The replat will not change existing traffic patterns or anticipated volume of traffic into or out of the lot. Once development is proposed, traffic pattern/volume changes will need to be analyzed.

Parking: Parking requirements will not be changed or impacted by the BLA. Parking requirements will be calculated based on the size and type of developments on the lot.

Noise: Low to moderate noise is expected in the R-1 and R-2 zones. No additional noise is anticipated as a result of the BLA.

Public Health or Safety: No concerns.

Habitat: No concerns.

Property Value or Neighborhood Harmony: Future use and development of the property will be handled through other processes such as the building permit process, or public processes such as the conditional use permit process, variance process, and/or site plan review if uses proposed require any such approvals. This BLA in and of itself will not change the allowable uses or level of development in the area.

Comprehensive Plan: The proposal does not conflict with or contradict any of the stated goals within the Comprehensive Plan, and supports Housing Goal H1.1e “Encourage higher density housing.”

RECOMMENDED MOTIONS

- 1) **“I move to approve the final plat for a boundary line adjustment for 1301 Edgecumbe Drive and Lot 1, Little Critter Highlands Subdivision in the R-1 single family and duplex residential district and the R-2 multifamily residential district. The properties are also known as Lot 1 Old City Shops Subdivision and Lot 1 Little Critter Highlands Subdivision. The request is filed by Robert Woolsey Jr. The owner of record is Robert Woolsey Jr.**
- 2) **“I move to adopt the findings as listed in the staff report.”**

Staff recommends the following findings:

- a. The final plat meets its burden of proof as to access, utilities, and dimensions as proposed;
- b. The proposed final plat complies with the Comprehensive Plan by following the subdivision process and supports higher density housing;
- c. The proposed final plat complies with the subdivision code; and
- d. The final plat is not injurious to the public health, safety, and welfare and further that the proposed plat notes and conditions of approval protect the harmony of use and the public’s health, safety and welfare.





VICINITY MAP
SCALE 1"=1,000'

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREIN AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE 5/19/2020 OWNER Mildred McConnell (SIGNATURE)

DATE _____ OWNER _____ (SIGNATURE)

NOTARY'S ACKNOWLEDGMENT

US OF AMERICA
STATE OF ALASKA
CITY & BOROUGH OF SITKA

THIS IS TO CERTIFY THAT ON THIS 19th DAY OF May, 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Mildred McConnell, Executive Director for the Sitka Community Land Trust

TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAN AND SHE ACKNOWLEDGED TO ME THAT SHE SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED.

WITNESS MY HAND AND NOTARY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

MY COMMISSION EXPIRES June 17, 2023

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA

NOTARY PUBLIC
AMY AINSIE
STATE OF ALASKA
MY COMMISSION EXPIRES June 17, 2023

CERTIFICATE STATE OF ALASKA (FIRST JUDICIAL DISTRICT)

I THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND ASSESSOR FOR THE CITY & BOROUGH OF SITKA, HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN MY POSSESSION, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS OF THE CITY & BOROUGH OF SITKA, IN THE NAME OF Sitka Community Land Trust

AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS AND IN FAVOR OF THE CITY & BOROUGH OF SITKA ARE PAID IN FULL; THAT CURRENT TAXES FOR THE YEAR 2020 WILL BE DUE ON OR BEFORE AUGUST 31, 2020 DATED THIS 9th DAY OF June 2020

ASSESSOR, CITY AND BOROUGH OF SITKA

CERTIFICATE OF APPROVAL BY THE BOARD

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY & BOROUGH OF SITKA PLATTING BOARD, AND THAT SAID PLAT HAS BEEN APPROVED BY THE BOARD BY PLAT RESOLUTION NO. 20-03, DATED January 15, 2020, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX-OFFICIO RECORDER, SITKA, ALASKA.

DATE 5-22-2020

CHAIRMAN, PLATTING BOARD

CERTIFICATE OF PAYMENT OF LOCAL IMPROVEMENT DISTRICT

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND FINANCE DIRECTOR FOR THE CITY & BOROUGH OF SITKA, DO HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE CITY & BOROUGH OF SITKA, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE RECORDS IN THE NAME OF: Sitka Community Land Trust

(ALL OWNERS OF RECORD), AND THAT, ACCORDING TO THE RECORDS IN MY POSSESSION, ALL L.I.D.'S ASSESSED AGAINST SAID LANDS AND IN FAVOR OF THE CITY & BOROUGH OF SITKA ARE PAID IN FULL.

DATED THIS 27th DAY OF May, 2020, AT SITKA, ALASKA

FINANCE DIRECTOR
CITY & BOROUGH OF SITKA

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY & BOROUGH OF SITKA ASSEMBLY AS RECORDED UNDER SERIAL NUMBER _____ DATED _____ 20____ AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX-OFFICIO RECORDER, SITKA, ALASKA.

DATE 5-26-2020

MAYOR

CITY AND BOROUGH CLERK



DAVIDOFF STREET

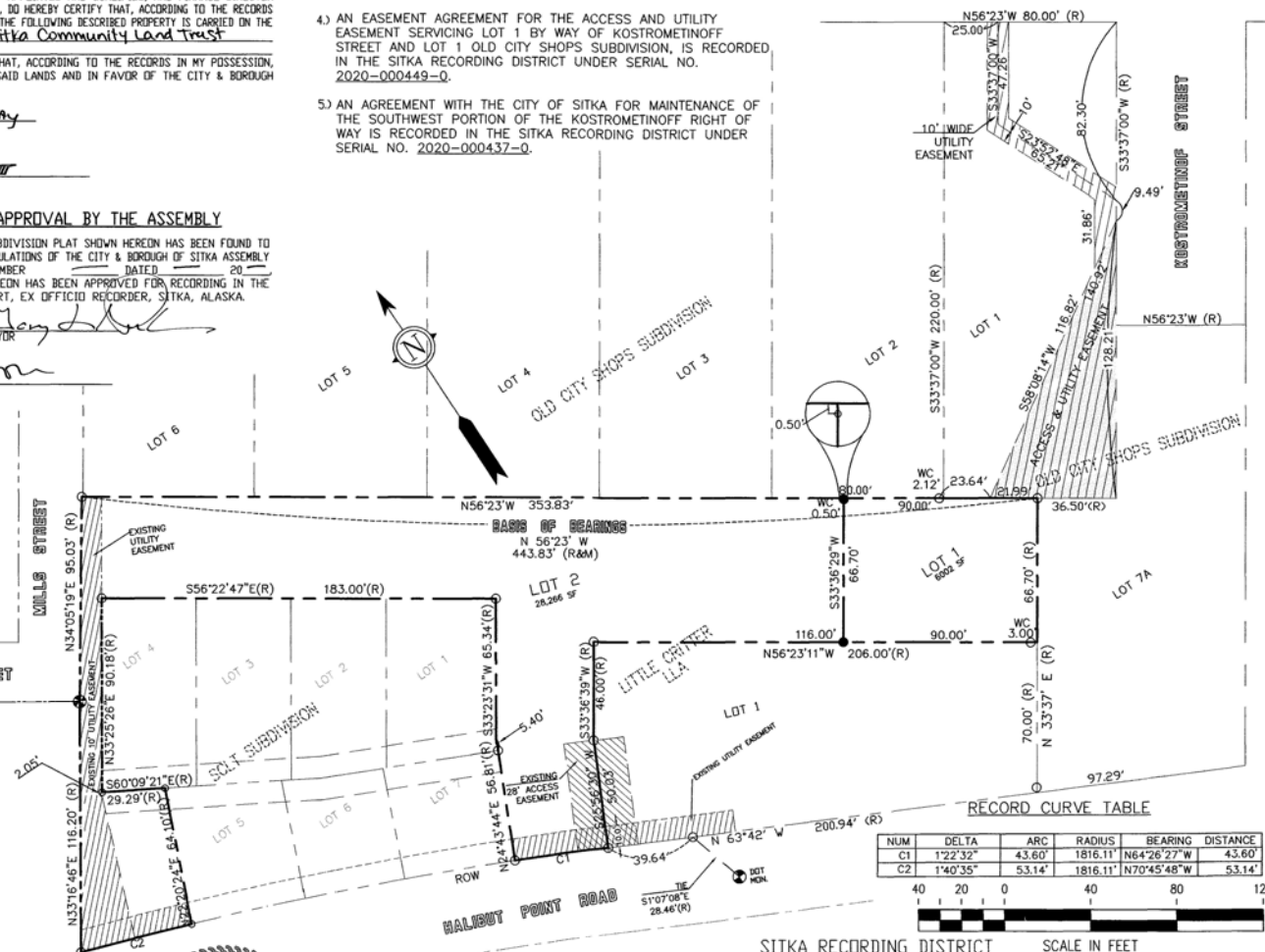
2020-7
Plat #
Sitka
Rec Dist
4/15/2020
Date
Time 2:58 P.M.

NOTES

- 1) THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE A PORTION OF LOT 2 LITTLE CRITTER LLA CREATING ONE 6,000 SF LOT AND TO CREATE A NEW ACCESS EASEMENT THROUGH LOT 1 OLD CITY SHOPS SUBDIVISION.
- 2) THE MUNICIPALITY IS PARTY TO ALL EASEMENTS AND PLAT NOTES. THEY SHALL NOT BE MODIFIED WITHOUT APPROVAL OF THE PLATTING BOARD. THERE SHALL BE NO ENCROACHMENTS ON CITY ASSETS OR EASEMENTS.
- 3) AN EASEMENT AGREEMENT FOR THE UTILITY EASEMENT SERVICING LOT 1 THROUGH LOT 1 OLD CITY SHOPS SUBD. IS RECORDED IN THE SITKA RECORDING DISTRICT UNDER SERIAL NO. 2020-000450-0.
- 4) AN EASEMENT AGREEMENT FOR THE ACCESS AND UTILITY EASEMENT SERVICING LOT 1 BY WAY OF KOSTROMETINOFF STREET AND LOT 1 OLD CITY SHOPS SUBDIVISION, IS RECORDED IN THE SITKA RECORDING DISTRICT UNDER SERIAL NO. 2020-000449-0.
- 5) AN AGREEMENT WITH THE CITY OF SITKA FOR MAINTENANCE OF THE SOUTHWEST PORTION OF THE KOSTROMETINOFF RIGHT OF WAY IS RECORDED IN THE SITKA RECORDING DISTRICT UNDER SERIAL NO. 2020-000437-0.

LEGEND

- ⊕ PRIMARY BRASS CAP (RECOVERED)
- SECONDARY MONUMENT (SET)
- SECONDARY MONUMENT (RECOVERED)
- (R) RECORDED DATA
- (C) COMPUTED DATA
- (M) MEASURED DATA



NORTH 57*
LAND SURVEYING LLC

(907) 747-6700 215-F SMITH STREET, SITKA, AK
MAILING ADDRESS - 2007 CASCADE CREEK ROAD, SITKA, AK 99835
EMAIL: north57landsurveying@yahoo.com

BY	DATE	REV.	DESCRIPTION OF CHANGE

RECORD OF REVISIONS



DESIGNED: K. O'NEILL
DRAWN: JCH/ACAD
CHECKED: [Signature]
DATE OF PLAT: MAY 18, 2020
SCALE: 1" = 40'
DRAWING NAME: 40038-02
PROJECT NO. 40038-03

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR, LICENSED IN THE STATE OF ALASKA, AND THAT IN JAN. 2018 A SURVEY OF THE HEREIN DESCRIBED LANDS WAS CONDUCTED UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE FIELD NOTES OF SAID SURVEY, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT ACCORDING TO SAID FIELD NOTES.
DATE May 18, 2020 Kelly J. O'Neill
KELLY J. O'NEILL L13321

**LITTLE CRITTER HIGHLANDS
SUBDIVISION**

**A POR. OF LOT 2 LITTLE
CRITTER LLA (PLAT#2018-08)**

CLIENT: SITKA COMMUNITY LAND TRUST

SHEET 1 OF 1



VICINITY MAP

SCALE 1"=1,000'

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE _____ OWNER _____ (SIGNATURE) _____

DATE _____ OWNER _____ (SIGNATURE) _____

NOTARY'S ACKNOWLEDGMENT

US OF AMERICA
STATE OF ALASKA
CITY & BOROUGH OF SITKA

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____

TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND _____ ACKNOWLEDGED TO ME THAT _____ SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED.

WITNESS MY HAND AND NOTARY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA

CERTIFICATE STATE OF ALASKA
(FIRST JUDICIAL DISTRICT)

I THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND ASSESSOR FOR THE CITY & BOROUGH OF SITKA, HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN MY POSSESSION, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS OF THE CITY & BOROUGH OF SITKA, IN THE NAME OF _____

AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS AND IN FAVOR OF THE CITY & BOROUGH OF SITKA ARE PAID IN FULL; THAT CURRENT TAXES FOR THE YEAR 20____ WILL BE DUE ON OR BEFORE AUGUST 31, 20____ DATED THIS _____ DAY OF _____.

ASSESSOR, CITY AND BOROUGH OF SITKA

CERTIFICATE OF APPROVAL BY THE BOARD

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY & BOROUGH OF SITKA PLATTING BOARD, AND THAT SAID PLAT HAS BEEN APPROVED BY THE BOARD BY PLAT RESOLUTION NO. _____ DATED _____ 20____, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX-OFFICIO RECORDER, SITKA, ALASKA.

DATE _____ CHAIRMAN, PLATTING BOARD

SECRETARY _____

CERTIFICATE OF PAYMENT OF LOCAL IMPROVEMENT DISTRICT

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND FINANCE DIRECTOR FOR THE CITY & BOROUGH OF SITKA, DO HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE CITY & BOROUGH OF SITKA, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE RECORDS IN THE NAME OF: _____

(ALL OWNERS OF RECORD), AND THAT, ACCORDING TO THE RECORDS IN MY POSSESSION, ALL L.I.D.'S ASSESSED AGAINST SAID LANDS AND IN FAVOR OF THE CITY & BOROUGH OF SITKA ARE PAID IN FULL.

DATED THIS _____ DAY OF _____
20____, AT SITKA, ALASKA.

FINANCE DIRECTOR
CITY & BOROUGH OF SITKA

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY & BOROUGH OF SITKA ASSEMBLY AS RECORDED UNDER SERIAL NUMBER _____ DATED _____ 20____, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX OFFICIO RECORDER, SITKA, ALASKA.

DATE _____ MAYOR _____

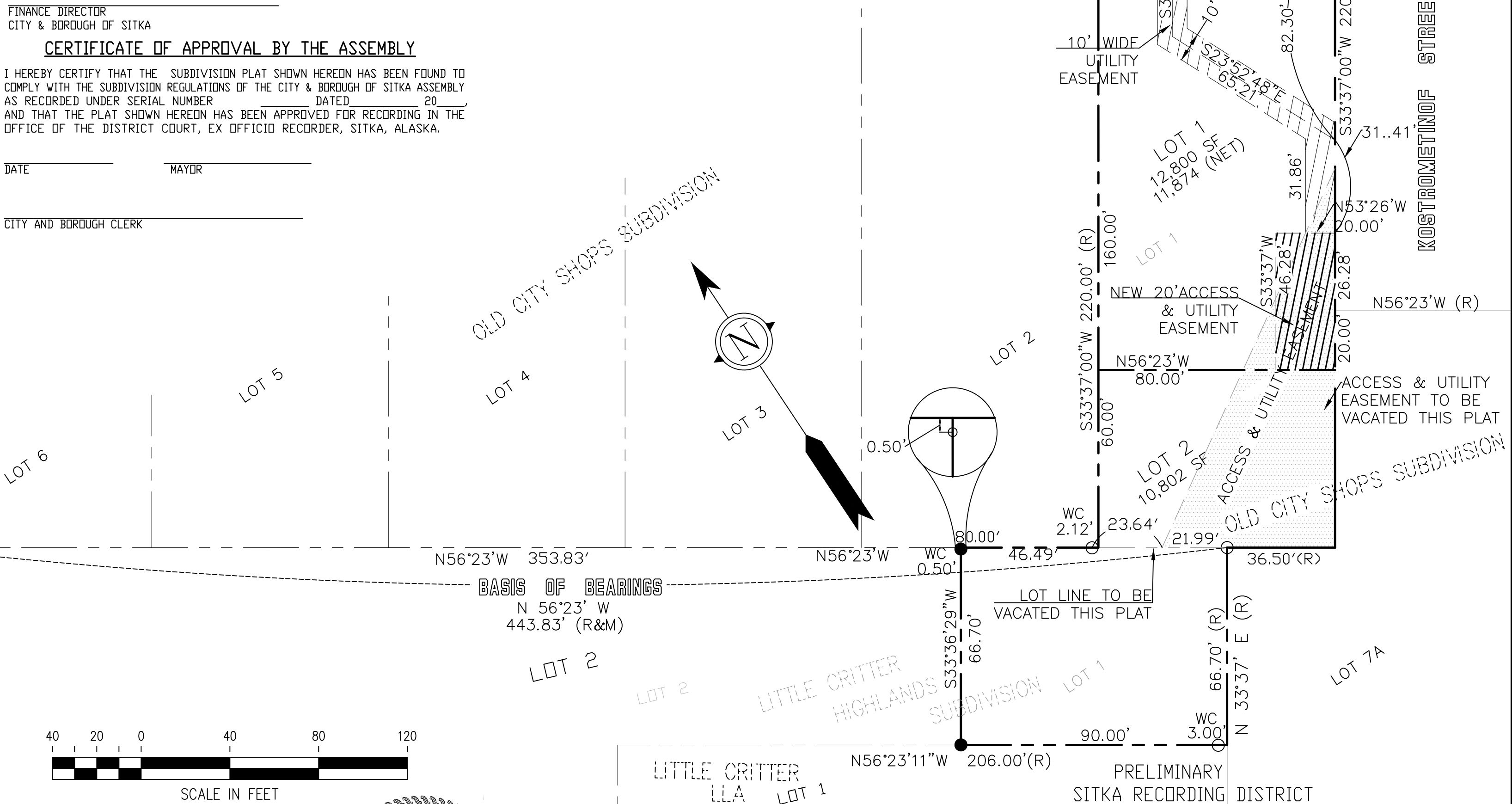
CITY AND BOROUGH CLERK _____

NOTES

- 1.) THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE LOT 1 OLD CITY SHOPS SUBDIVISION AND COMBINE THAT SUBDIVIDED PORTION WITH LOT 1 LITTLE CRITTER HIGHLANDS SUBDIVISION.
- 2.) THE MUNICIPALITY IS PARTY TO ALL EASEMENTS AND PLAT NOTES. THEY SHALL NOT BE MODIFIED WITHOUT APPROVAL OF THE PLATTING BOARD. THERE SHALL BE NO ENCROACHMENTS ON CITY ASSETS OR EASEMENTS.
- 3.) AN EASEMENT AGREEMENT FOR THE UTILITY EASEMENT SERVICING LOT 2 THROUGH LOT 1 IS RECORDED IN THE SITKA RECORDING DISTRICT UNDER SERIAL NO. 2020-000450-0.
- 4.) AN EASEMENT AGREEMENT FOR THE ACCESS AND UTILITY EASEMENT SERVICING LOT 2 BY WAY OF KOSTROMETINOFF STREET AND LOT 1 OLD CITY SHOPS SUBDIVISION, IS RECORDED IN THE SITKA RECORDING DISTRICT UNDER SERIAL NO. _____.
- 5.) AN AGREEMENT WITH THE CITY OF SITKA FOR MAINTENANCE OF THE SOUTHWEST PORTION OF THE KOSTROMETINOFF RIGHT OF WAY IS RECORDED IN THE SITKA RECORDING DISTRICT UNDER SERIAL NO. 2020-000437-0.

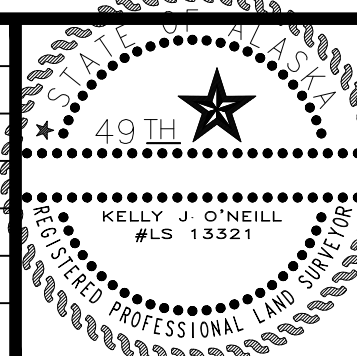
LEGEND

- ⊗ PRIMARY BRASS CAP (RECOVERED)
- SECONDARY MONUMENT (SET)
- SECONDARY MONUMENT (RECOVERED)
- (R) RECORDED DATA
- (C) COMPUTED DATA
- (M) MEASURED DATA



NORTH 57*
LAND SURVEYING LLC
(907) 747-6700 215-F SMITH STREET, SITKA, AK
MAILING ADDRESS - 2007 CASCADE CREEK ROAD, SITKA, AK 99835
EMAIL: north57landsurveying@yahoo.com

BY	DATE	REV.	DESCRIPTION OF CHANGE
RECORD OF REVISIONS			



DESIGNED: K. O'NEILL
DRAWN: JCH/ACAD
CHECKED: KD
DATE OF PLAT: JULY 21, 2020
SCALE: 1" = 40'
DRAWING NAME: 40247-01
PROJECT NO. 40247-01

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR, LICENSED IN THE STATE OF ALASKA, AND THAT IN _____ A SURVEY OF THE HEREIN DESCRIBED LANDS WAS CONDUCTED UNDER MY DIRECT SUPERVISION AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE FIELD NOTES OF SAID SURVEY, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT ACCORDING TO SAID FIELD NOTES.
DATE _____ KELLY J. O'NEILL LS13321

WOOLSEY LOT LINE ADJUSTMENT SUBDIVISION
LOT 1 LITTLE CRITTER HIGHLANDS SUBDIVISION AND LOT 1 OLD CITY SHOPS SUBDIVISION
CLIENT: ROBERT WOOLSEY





CITY AND BOROUGH OF SITKA

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT GENERAL APPLICATION FORM

- Applications must be deemed complete at least **TWENTY-ONE (21)** days in advance of next meeting date.
- Review guidelines and procedural information.
- Fill form out completely. No request will be considered without a completed form.
- Submit all supporting documents and proof of payment.

APPLICATION FOR:

☐ VARIANCE☐ CONDITIONAL USE☐ ZONING AMENDMENT☐ PLAT/SUBDIVISION

BRIEF DESCRIPTION OF REQUEST:

PROPERTY INFORMATION:

CURRENT ZONING: _____ PROPOSED ZONING (if applicable): _____

CURRENT LAND USE(S): _____ PROPOSED LAND USES (if changing): _____

APPLICANT INFORMATION:

PROPERTY OWNER: _____

PROPERTY OWNER ADDRESS: _____

STREET ADDRESS OF PROPERTY: _____

APPLICANT'S NAME: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____ DAYTIME PHONE: _____

PROPERTY LEGAL DESCRIPTION:

TAX ID: _____ LOT: _____ BLOCK: _____ TRACT: _____

SUBDIVISION: _____ US SURVEY: _____

Last Name

Date Submitted

Project Address

REQUIRED INFORMATION:

For All Applications:

- ☐ Completed General Application form
- ☐ Supplemental Application (Variance, CUP, Plat, Zoning Amendment)
- ☐ Site Plan showing all existing and proposed structures with dimensions and location of utilities
- ☐ Floor Plan for all structures and showing use of those structures
- ☐ Copy of Deed (find in purchase documents or at Alaska Recorder's Office website)
- ☐ Copy of current plat (find in purchase documents or at Alaska Recorder's Office website)
- ☐ Site photos showing all angles of structures, property lines, street access, and parking – emailed to planning@cityofsitka.org or printed in color on 8.5" x 11" paper
- ☐ Proof of filing fee payment

For Marijuana Enterprise Conditional Use Permits Only:

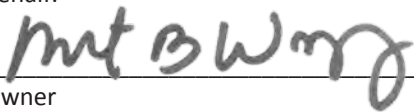
- ☐ AMCO Application

For Short-Term Rentals and B&Bs:

- ☐ Renter Informational Handout (directions to rental, garbage instructions, etc.)

CERTIFICATION:

I hereby certify that I am the owner of the property described above and that I desire a planning action in conformance with Sitka General Code and hereby state that all of the above statements are true. I certify that this application meets SCG requirements to the best of my knowledge, belief, and professional ability. I acknowledge that payment of the review fee is non-refundable, is to cover costs associated with the processing of this application, and does not ensure approval of the request. I understand that public notice will be mailed to neighboring property owners and published in the Daily Sitka Sentinel. I understand that attendance at the Planning Commission meeting is required for the application to be considered for approval. I further authorize municipal staff to access the property to conduct site visits as necessary. I authorize the applicant listed on this application to conduct business on my behalf.



Owner

Date

Owner

Date

I certify that I desire a planning action in conformance with Sitka General Code and hereby state that all of the above statements are true. I certify that this application meets SCG requirements to the best of my knowledge, belief, and professional ability. I acknowledge that payment of the review fee is non-refundable, is to cover costs associated with the processing of this application, and does not ensure approval of the request.

Applicant (If different than owner)

Date

Last Name

Date Submitted

Project Address



CITY AND BOROUGH OF SITKA

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
SUPPLEMENTAL APPLICATION FORM
PLAT APPLICATION

APPLICATION FOR

- ☐ MAJOR SUBDIVISION/PLANNED UNIT DEVELOPMENT
- ☐ MINOR SUBDIVISION/HYBRID SUBDIVISION
- ☐ SUBDIVISION REPLAT/LOT MERGER/EASEMENT AMENDMENT
- ☐ BOUNDARY LINE ADJUSTMENT

ANALYSIS: *(Please address each item in regard to your proposal)*

- **SITE/DIMENSIONS/TOPOGRAPHY:** _____

- **EXISTING UTILITIES AND UTILITY ROUTES:** _____

- **PROPOSED UTILITIES AND UTILITY ROUTES:** _____

- **ACCESS, ROADS, TRANSPORTATION, AND MOBILITY:** _____

- **IMPACT OF PROPOSAL ON ANY EXISTING EASEMENTS:** _____

- **PUBLIC HEALTH, SAFETY, AND WELFARE:** _____

- **ACCESS TO LIGHT AND AIR:** _____

• ORDERLY AND EFFICIENT LAYOUT AND DEVELOPMENT: _____

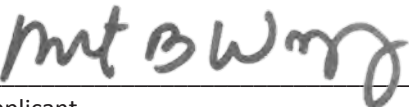
• DESCRIBE ALL EXISTING STRUCTURES, THEIR USE, AND PROXIMITY TO PROPOSED PROPERTY LINES:

• EXISTENCE OF ANY ENCROACHMENTS: _____

• AVAILABILITY OF REQUIRED PARKING: _____

• SUMMARY OF PROPOSED EASEMENT AGREEMENTS OR COVENANTS: _____

ANY ADDITIONAL COMMENTS _____


Applicant

Date

Last Name

Date Submitted

Project Address



City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

Coast Guard City, USA

Planning and Community Development Department

Case No: ZA 20-06
Proposal: Zoning Map Amendment: R-1 LDMH to R-1
Applicant: Jere Christner
Owner: Christner Alaska Community Property Trust
Location: 303 Charteris Street
Legal Desc.: Lot 11 B, Potter Estates
Zone: R-1 LDMH single-family, duplex, or manufactured home low density district
Size: 15,015
Parcel ID: 2-4701-000
Existing Use: Residential
Adjacent Use: Residential
Utilities: Public
Access: Charteris Street

KEY POINTS AND CONCERNS:

- Lot is currently developed with a duplex on site
- The applicant is interested in subdividing the property in the future, which given the lot size is not possible without rezoning to R-1
- Staff does not believe this request would result in spot zoning; area is developed with R-1 zoning abutting the property and across the street.

ATTACHMENTS

Attachment A: Aerial
Attachment B: Zoning Map
Attachment C: Plat
Attachment D: As-Built
Attachment E: Photos
Attachment F: Applicant Materials

PROJECT DESCRIPTION AND BACKGROUND

The applicants are requesting a zoning map amendment from R-1 LDMH single family, duplex, or manufactured home low density residential district to R-1 single family and duplex residential for their property on Charteris Street.

It is the desire of the applicant to subdivide the property to make a new building lot for residential development. The minimum lot size in the R-1 LDMH zone is 15,000 square feet net of access easements. At 15,015 square feet, the applicant could not subdivide his lot without either obtaining a substantial platting variance for the size differences or by rezoning the property. While staff felt that as a platting variance, the proposal would not meet the burden of proof for findings (some sort of undue hardship the lot presents), staff does think this lot is a good candidate for rezoning.

The Potter Estates subdivision is zoned as low density, but it is adjacent to R-1 developments with smaller lot sizes. Further, two of the lots in the subdivision (now in the Purdy Subdivision) immediately east of the subject property were re-subdivided in 1985 and are substandard for the district. The property on the southwest side of this lot is zoned as R-1, as are the properties across the street. Staff does not believe that this rezoning (or the resulting subdivision and development it enables) would significantly alter the character of the neighborhood.

It's notable that the change in development standards undertaken by the Commission in 2019 to reduce minimum lot sizes in the R-1 (and other) zone enables this possible subdivision. Prior to the zoning text change, the minimum lot size in the R-1 zone was 8,000 square feet. Without the reduction to 6,000 square feet minimum, the applicant in this case would not be able to subdivide this property without both a zoning map amendment as well as a platting variance. This application affirms that higher density development (one of the housing goals in the Comprehensive Plan) can be enabled through reasonable, well planned changes in the zoning code and development standards.

While this application in and of itself does not provide approval for a future subdivision, staff felt it was prudent to conduct some preliminary analysis on whether the lot would be suitable for subdivision. A subdivision of this lot could result in 2 lots. There is adequate width to meet the 80' minimum width requirement. The current structure on the property is set over 100 feet back from the front property line, leaving enough room on the front of the lot for subdivision and placement of another structure. The lot is relatively flat, but some vegetation may need to be cleared. An access easement may be needed through the newly created lot to access the "rear" property and existing structure. With a minimum 20' wide access easement, staff calculated there should be adequate space and square footage to place said easement on the lot and still provide for two properties that exceed the 6,000 square foot minimum net of access easements.

ANALYSIS

Project / Site: Lot to be rezoned is 15,015 square feet. Lot is developed with a driveway, parking areas, and duplex structure. Largely flat with significant vegetation on the lot.

Traffic: Moderate traffic on Edgumbe Drive and Charteris Street for residential use. As rezoning enables more dense development of the area, more traffic could result from passage of the zoning map amendment. The roads in this area should adequately handle the increased traffic.

Parking: Space is available to create parking if it would be desired by the property owner.

Noise: Low to moderate – should not be substantially higher than surrounding R-1 uses.

Public Health or Safety: No impacts to public health or safety anticipated.

Habitat: No concerns for habitat.

Property Value or Neighborhood Harmony: Given the surrounding R-1 zoning and substandard lots within the R-1 LDMH zone in this area, staff does not think this proposal would significantly alter the character of the neighborhood or negatively impact neighbor harmony and/or property values.

Comprehensive Plan: The proposal directly correlates to Housing Action H1.1e “encourage higher density development” by enabling subdivision and development, as well as Housing Action H 1.1c “reduce minimum lot sizes” by moving the property in a lower lot size zoning district (while not resulting in spot zoning).

STAFF RECOMMENDATION/CONCLUSION

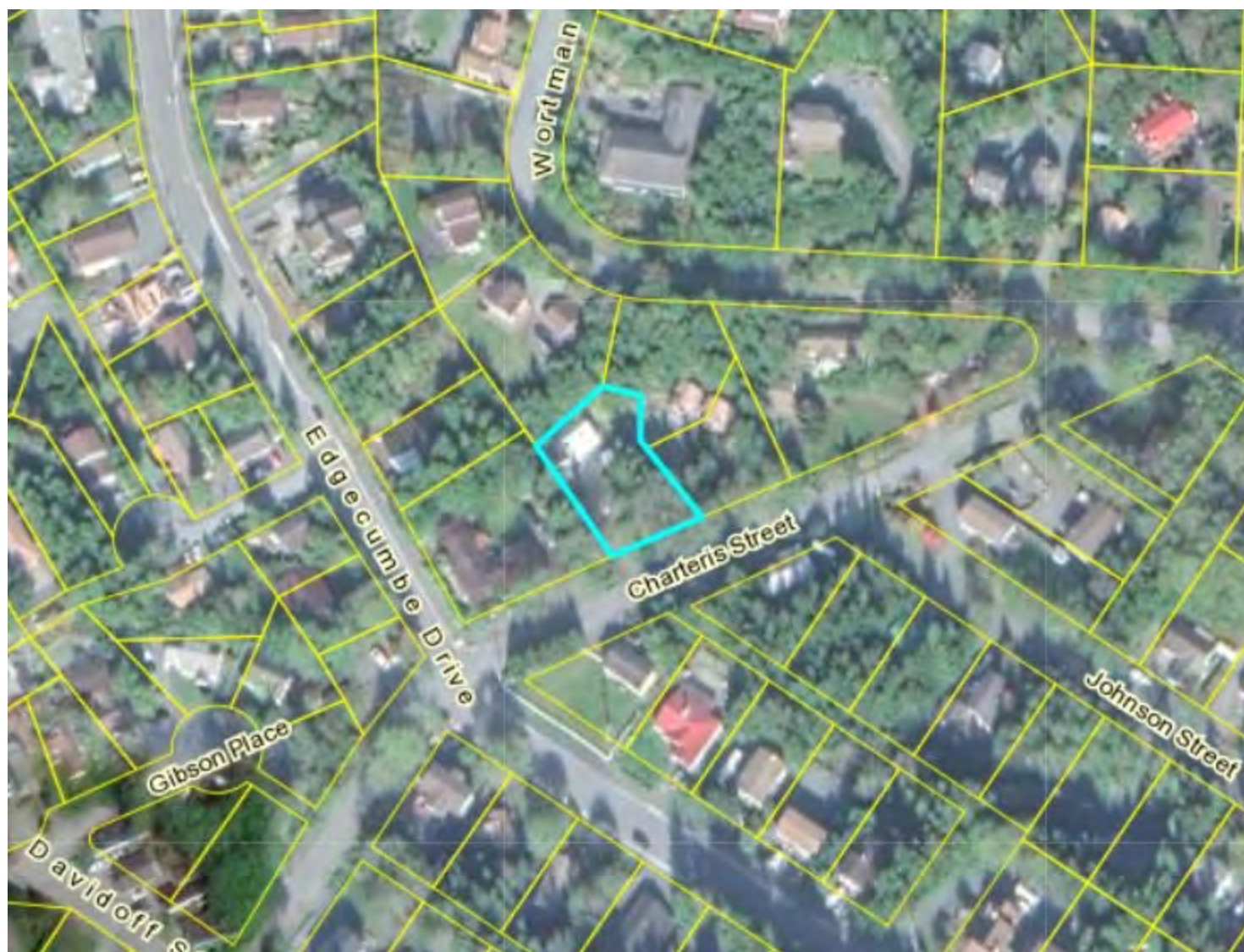
Staff recommends approval of the zoning map amendment.

RECOMMENDED MOTIONS

- 1) **“I move to recommend approval of the zoning map amendment to rezone 303 Charteris Street from the R-1 LDMH single-family, duplex, or manufactured home low density district to the R-1 single-family and duplex residential district. The property is also known as Lot 11B Potter Estates. The request is filed by Jere Christner. The owner of record is the Christner Alaska Community Property Trust.”**
- 2) **“I move to adopt the findings as listed in the staff report.”**

The Commission finds that:

- a. The zoning map amendment does not negatively impact the public health, safety, and welfare,
- b. The zoning map amendment has followed all code regarding amending the official zoning map with regards to public process;
- c. The zoning map amendment will not result in adverse effects on surrounding neighbors.
- d. The zoning map amendment comports with the Comprehensive Plan by aligning with goals H1.1c and H1.1e.

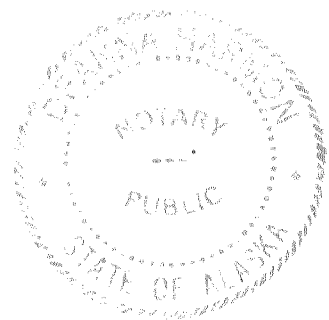




CERTIFICATE OF PAYMENT AND DEDICATION

I, the undersigned, being duly appointed and qualified and acting finance director for the City and Borough of Sitka, do hereby certify that, according to the records of the City and Borough of Sitka, the following described property is carried on the tax records in the name of:

8/18/85 Bernita J. Purdy



NOTARY'S ACKNOWLEDGEMENT

STATE OF ALASKA
CITY & BOROUGH OF SITKA

THIS IS TO CERTIFY THAT ON THIS 18th day of Aug., 1985, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Bernita J. Purdy TO ME KNOWN TO BE THE IDENTICAL INDIVIDUAL(S) MENTIONED AND WHO EXECUTED THE WITHIN PLAT AND SHE ACKNOWLEDGED TO ME THAT SHE SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

Deanna Harmon

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA

MY COMMISSION EXPIRES May 17, 1986.

CERTIFICATE STATE OF ALASKA FIRST JUDICIAL DISTRICT

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND AN ACTING ASSESSOR FOR THE CITY AND BOROUGH OF SITKA HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN MY POSSESSION, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED ON THE TAX RECORDS OF THE CITY AND BOROUGH OF SITKA IN THE NAME OF Bernita J. Purdy AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS AND IN FAVOR OF THE CITY AND BOROUGH OF SITKA ARE PAID IN FULL; THAT CURRENT TAXES FOR THE YEAR 1986 WILL BE DUE ON OR BEFORE JULY 31, 1986 DATED THIS 29 DAY OF August, 1985

Steve Renta

ASSESSOR, CITY AND BOROUGH OF SITKA

CERTIFICATE OF APPROVAL BY THE BOARD

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF SITKA PLATTING BOARD, AND THAT SAID PLAT HAS BEEN APPROVED BY THE BOARD BY PLAT RESOLUTION NO. 9-4-85 DATED 1985, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT MAGISTRATE, EX-OFFICIO RECORDER, SITKA, ALASKA.

9-4-85 H. Anderson

Claudia A. Johnson

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF SITKA ASSEMBLY AS RECORDED IN MINUTE BOOK PAGE 19, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT CLERK, EX-OFFICIO RECORDER, SITKA, ALASKA.

8-3-85 John E. Dapunt

Dolores Ingwersen

CITY AND BOROUGH CLERK

CERTIFICATE OF PAYMENT OF LOCAL IMPROVEMENT DISTRICT

I, the undersigned, being duly appointed and qualified and acting finance director for the City and Borough of Sitka, do hereby certify that, according to the records of the City and Borough of Sitka, the following described property is carried on the records in the name of:

N/A

and that, according to the records in my possession, all L.I.D.'S assessed against said lands and in favor of the City and Borough of Sitka are paid in full.

N/A

dated this 21st day of August, 1985, at Sitka, Alaska.

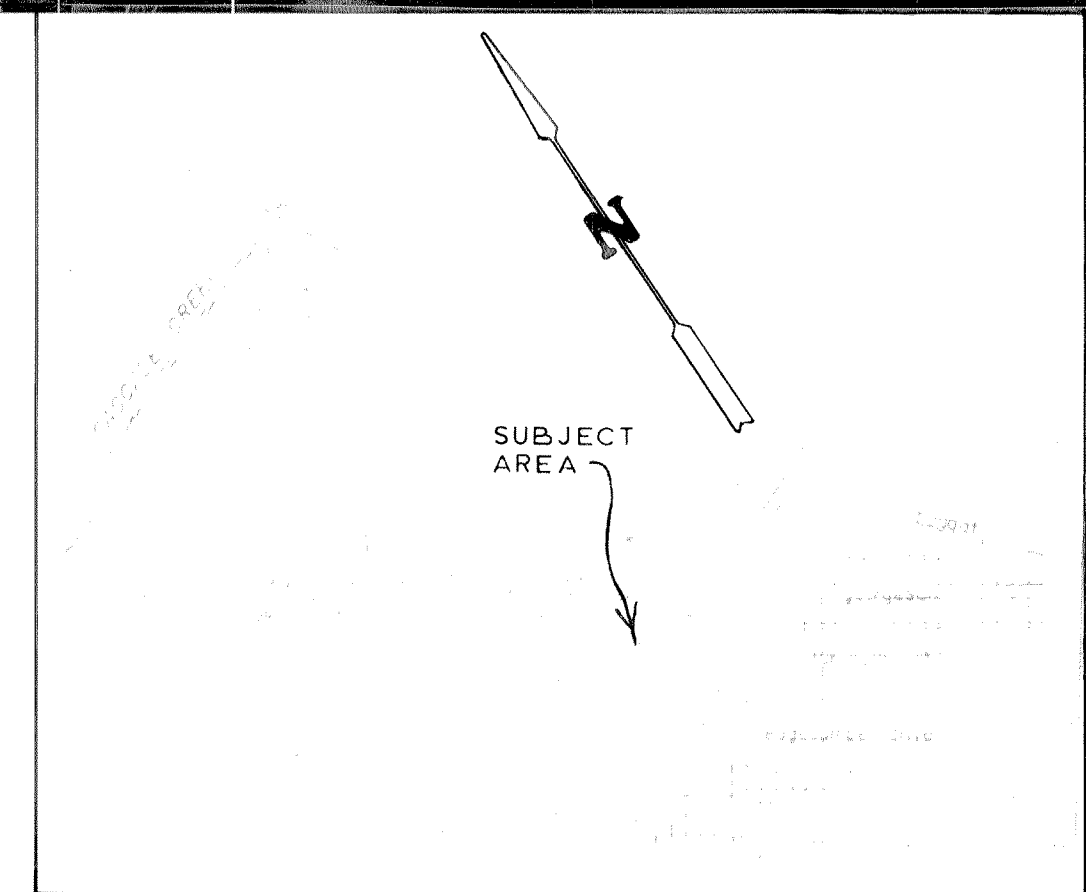
John D. McCracken

Finance Director, City and Borough of Sitka.

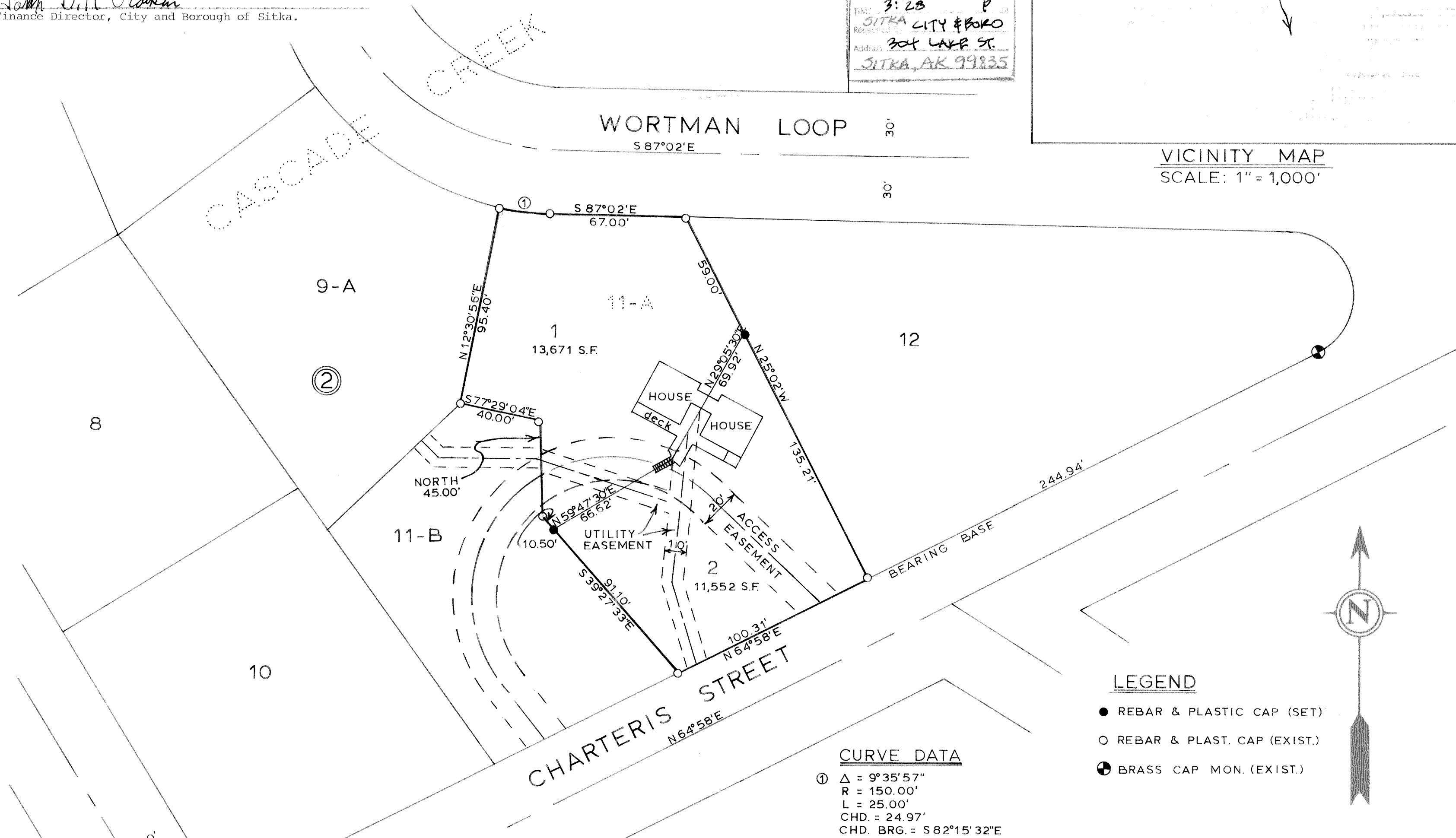
ZERO LOT LINE SUBDIVISION

LOT(S) 112 IS (ARE) INTENDED TO BE SOLD ONLY FOR ZERO LOT LINE DEVELOPMENT. LOT DEVELOPMENT SHALL REMAIN ZERO LOT LINE OR COMMON PARTY WALL CONSTRUCTION IN ITS ENTIRETY, FOR THE LIFE OF THE COMMONLY BOUND UNITS. SHOULD FIRE OR OTHER DESTRUCTION OCCUR TO ONE SUCH UNIT, IT SHALL BE RECONSTRUCTED ONLY AS A COMMON PARTY WALL UNIT, AGAIN, FULLY JOINED TO ITS COMMON NEIGHBOR. THERE IS A RECORDED PARTY WALL AGREEMENT RESTRICTING THE USE OF THIS PROPERTY FOUND AT BOOK 10, PAGE 820-77. SITKA RECORDER'S OFFICE. ALSO, "CONSTRUCTION OF COMMON WALL UNITS ALONG THE COMMON LOT LINE SHALL BE SIMULTANEOUS UNLESS SEPARATE CONSTRUCTION RECEIVES PRIOR APPROVAL BY THE MUNICIPALITY FOR GOOD CAUSE SHOWN".

SITKA	1000
SEPT 5, 85	
3:28 P	
SITKA CITY & BORO	
RECORDS	
Address 304 LAKE ST.	
SITKA, AK 99835	



VICINITY MAP
SCALE: 1" = 1,000'



LEGEND

- REBAR & PLASTIC CAP (SET)
- REBAR & PLAST. CAP (EXIST.)
- ⊙ BRASS CAP MON. (EXIST.)

CURVE DATA

- ① Δ = 9°35'57"
- R = 150.00'
- L = 25.00'
- CHD. = 24.97'
- CHD. BRG. = S 82°15'32"E

SURVEYOR'S CERTIFICATE

I hereby certify that I am a registered Surveyor, licensed in the State of Alaska, and that in AUGUST 1985 a survey of the herein described lands was conducted under my direct supervision and that this plat is a true and accurate representation of the field notes of said survey, and that all dimensions and other details are correct according to said field notes.

8-23-85
date



PLAT 85-27

PURDY SUBDIVISION

LOT 11A
POTTER ESTATES

FOR: BERNITA PURDY
SITKA, ALASKA 99835

DAVIS & ASSOCIATES, INC.
LAND SURVEYORS
BOX 1849
SITKA, ALASKA 99835

DATE AUGUST 23, 1985	NAME OF SURVEYOR DAVIS & ASSOC., INC.	PROJECT NUMBER 21735-01-00
SCALE 1" = 40'	DRAWN BY D.H.	





CITY AND BOROUGH OF SITKA

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT GENERAL APPLICATION FORM

- Applications must be deemed complete at least TWENTY-ONE (21) days in advance of next meeting date.
- Review guidelines and procedural information.
- Fill form out completely. No request will be considered without a completed form.
- Submit all supporting documents and proof of payment.

APPLICATION FOR:

☐

VARIANCE

☐

CONDITIONAL USE

☒

ZONING AMENDMENT

☐

PLAT/SUBDIVISION

BRIEF DESCRIPTION OF REQUEST:

Change zoning from
R-1 LD to R-1

PROPERTY INFORMATION:

CURRENT ZONING: R-1 LD PROPOSED ZONING (if applicable): R-1

CURRENT LAND USE(S): residential PROPOSED LAND USES (if changing):

APPLICANT INFORMATION:

PROPERTY OWNER: Christner Alaska Community Property Trust

PROPERTY OWNER ADDRESS: 1201 Georgeson Loop, Sitka AK

STREET ADDRESS OF PROPERTY: 303 Charteris St

APPLICANT'S NAME: Jere Christner

MAILING ADDRESS: 1201 Georgeson Loop Sitka AK 99835

EMAIL ADDRESS: Loss@ak.net DAYTIME PHONE: 907.738.4053

PROPERTY LEGAL DESCRIPTION:

TAX ID: 2-4701-000-000 LOT: 11-B BLOCK: TRACT:

SUBDIVISION: Potter Estates US SURVEY:

REQUIRED INFORMATION:

For All Applications:

- ☒ Completed General Application form
- ☒ Supplemental Application (Variance, CUP, Plat, Zoning Amendment)
- ☐ Site Plan showing all existing and proposed structures with dimensions and location of utilities
- ☐ ~~Floor Plan for all structures and showing use of those structures~~
- ☒ Copy of Deed (find in purchase documents or at Alaska Recorder's Office website)
- ☒ Copy of current plat (find in purchase documents or at Alaska Recorder's Office website)
- ☐ Site photos showing all angles of structures, property lines, street access, and parking – emailed to planning@cityofsitka.org or printed in color on 8.5" x 11" paper
- ☐ Proof of filing fee payment **\$100 + tax**

For Marijuana Enterprise Conditional Use Permits Only:

- ☐ AMCO Application

For Short-Term Rentals and B&Bs:

- ☐ Renter Informational Handout (directions to rental, garbage instructions, etc.)

CERTIFICATION:

I hereby certify that I am the owner of the property described above and that I desire a planning action in conformance with Sitka General Code and hereby state that all of the above statements are true. I certify that this application meets SCG requirements to the best of my knowledge, belief, and professional ability. I acknowledge that payment of the review fee is non-refundable, is to cover costs associated with the processing of this application, and does not ensure approval of the request. I understand that public notice will be mailed to neighboring property owners and published in the Daily Sitka Sentinel. I understand that attendance at the Planning Commission meeting is required for the application to be considered for approval. I further authorize municipal staff to access the property to conduct site visits as necessary. I authorize the applicant listed on this application to conduct business on my behalf.

Lee Christner, Trustee
Christner Alaska Community
Owner

Property Trust

5 Oct 2020
Date

Owner

Date

I certify that I desire a planning action in conformance with Sitka General Code and hereby state that all of the above statements are true. I certify that this application meets SCG requirements to the best of my knowledge, belief, and professional ability. I acknowledge that payment of the review fee is non-refundable, is to cover costs associated with the processing of this application, and does not ensure approval of the request.

Applicant (If different than owner)

Date

Last Name

Date Submitted

Project Address



CITY AND BOROUGH OF SITKA

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT SUPPLEMENTAL APPLICATION FORM ZONING AMENDMENT APPLICATION

APPLICATION FOR



ZONING MAP AMENDMENT



ZONING TEXT AMENDMENT

ANALYSIS: (Please address each item in regard to your proposal)

- NEED/HARDSHIP/JUSTIFICATION FOR PROPOSAL: Zoning change may provide an opportunity to subdivide and develop a lot for a residence.
- PUBLIC BENEFIT OF PROPOSAL: same as above
- CONSISTENCY WITH COMPREHENSIVE PLAN (Cite Section and Explain): H1.1e encourage higher density development
- CONSISTENCY WITH PHYSICAL BOUNDARIES (Streets, Major Creeks, etc.): yes
- DOES NOT RESULT IN SPOT ZONING BECAUSE: R-1 zoned property adjacent and on the other side of Charteris St.
- PUBLIC HEALTH, SAFETY, AND WELFARE: no significant change

[Signature]

Applicant

5 Oct 2020

Date

Last Name

Date Submitted

Project Address



City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

Coast Guard City, USA

Memorandum

To: Chair Spivey and Planning Commission
From: Amy Ainslie, Director, Planning and Community Development
Subject: CUP 16-20 Amendment
Date: October 16, 2020

CUP 16-20 was granted to Zak Wass in June of 2016 to build an ADU on 1705 Sawmill Creek Road, the primary residence of the applicant (owned by his father, Morgan Doubleday). A conditional use permit was needed in this case because there is already a duplex on the property and the proposed size of the ADU was approximately 866 square feet (over the standard 800 square feet). There was a shed/garage on the property that the applicant intended to convert to an ADU.

The applicant has been working on the structure since 2016 to prepare for its conversion to an ADU. What was previously a carport has been enclosed as a garage (per the plans presented with the original ADU request), decks have been modified, and grading/clearing work has commenced.

The applicant would like to add an addition on to the back of the ADU structure measuring approximately 16' x 20', 320 additional square feet bringing the total to 1,186 square feet. Per the attached floor plan, the addition will be used as a mudroom, laundry space, storage space, and studio/workspace.

The additional studio space (particularly given the indicated studio space in the existing structure) could serve as another bedroom. However, it does not appear that its use could extend to adding density to property (i.e. another dwelling unit). The placement of the addition is ideal, as the rear of this lot is heavily buffered due to elevation and surrounding vegetation/foliage. From this vantage point, there are very few sightlines to other properties so the opportunity/possibility for negative neighborhood impacts is quite low. Staff recommends approval of this item.

Recommended motion: **“I move to approve the proposed amendment to CUP 16-20 to allow the construction of a 320 square foot addition to the proposed ADU subject to the attached conditions of approval.”**

Conditions of approval:

1. Approval of this amendment does not change or waive the conditions of approval or findings of fact as approved in CUP 16-20 with exception of allowing the change of building plans as described in this amendment.



Chirkov Drive

Sawmill Creek Road

Saw

1. Contingent upon a completed occupancy inspection by the Building Department.
2. The facility shall be operated consistent with the application and plans that were submitted with the request.
3. The facility shall be operated in accordance with the narrative that was submitted with the application and hour of operations for any noise producing uses that exceed 60dB emanating from the exterior of the building or property shall not occur outside of the time range of 8 am to 8 pm. Note: retail and light commercial uses that do not create noise above 60dB need not be limited in hours of operation; and firing of guns shall not occur on site.
4. The applicant shall submit an annual report every year, covering the information on the form prepared by the Municipality, summarizing the number of nights the facility has been rented over the twelve month period starting with the date the facility has begun operation. The report is due within thirty days following the end of the reporting period.
5. The Planning Commission, at its discretion, may schedule a public hearing at any time for the purpose of resolving issues and mitigating adverse impacts on nearby properties.
6. Failure to comply with all applicable tax laws, including but not limited to remittance of all sales and bed tax, shall be grounds for revocation of the conditional use permit.
7. Some form of noise attenuation shall be provided to reduce fabrication noises to acceptable levels (below 60 dB to adjoining uses within building and to exterior of property) such as a choice of sound attenuation batting, baffling, blankets, boards, building design and orientation, and/or natural buffers and mitigation.
8. Failure to comply with any of the above conditions may result in revocation of the conditional use permit.
9. The property owner shall register for a sales account prior to the Conditional Use Permit becoming valid.
10. All operations shall comply with ATF regulations and industry safety standards.

Motion PASSED 5-0.

M

Public hearing and consideration of a conditional use permit for an accessory dwelling unit at 1705 Sawmill Creek Road, in the R-1 single family and duplex residential district. The property is also known as a portion of US Survey 1878. The request is filed by Zak Dylan Wass. The owner of record is Morgan Doubleday.

Pierson described the request. The applicant seeks to convert an existing shed to an accessory dwelling unit. The lot already contains a duplex. The proposed unit would be 866 square feet, which is in excess of the permitted ADU size of 800 square feet. Staff recommend approval.

Wass described that he will have to do some excavating to create two of the six parking spaces, but that he has spoken to a contractor and that it is doable. Bosak stated that the ADU must be for long term residents. Windsor pointed out that there is parking at the bottom of the hill.

Pohlman stated that she does not see being the applicant's physician as a conflict of interest. Commissioners agreed that she could continue.

Bosak stated that the commission could stipulate that one unit always remain

owner occupied.

Hughey/Parker Song moved to **APPROVE** the required findings for conditional use permits as discussed in the staff report.

Required Findings for Conditional Use Permits. The planning commission shall not recommend approval of a proposed development unless it first makes the following findings and conclusions:

1. The city may use design standards and other elements in this code to modify the proposal. A conditional use permit may be approved only if all of the following findings can be made regarding the proposal and are supported by the record that the granting of the proposed conditional use permit will not:
 - a. Be detrimental to the public health, safety, and general welfare;
 - b. Adversely affect the established character of the surrounding vicinity; nor
 - c. Be injurious to the uses, property, or improvements adjacent to, and in the vicinity of, the site upon which the proposed use is to be located.
2. The granting of the proposed conditional use permit is consistent and compatible with the intent of the goals, objectives, and policies of the comprehensive plan and any implementing regulation.
3. All conditions necessary to lessen any impacts of the proposed use are conditions that can be monitored and enforced.
4. The proposed use will not introduce hazardous conditions at the site that cannot be mitigated to protect adjacent properties, the vicinity, and the public health, safety, and welfare of the community from such hazard.
5. The conditional use will be supported by, and not adversely affect, adequate public facilities and services; or that conditions can be imposed to lessen any adverse impacts on such facilities and services.
6. **Burden of Proof.** The applicant has the burden of proving that the proposed conditional use meets all of the criteria in subsection B of this section.

The city may approve, approve with conditions, modify, modify with conditions, or deny the conditional use permit. The city may reduce or modify bulk requirements, off-street parking requirements, and use design standards to lessen impacts, as a condition of the granting of the conditional use permit. In considering the granting of a conditional use, the assembly and planning commission shall satisfy themselves that the general criteria set forth for uses specified in this chapter will be met. The city may consider any or all criteria listed and may base conditions or safeguards upon them. The assembly and planning commission may require the applicant to submit whatever reasonable evidence may be needed to protect the public interest. The general approval criteria are as follows:

1. Site topography, slope and soil stability, geophysical hazards such as flooding, surface and subsurface drainage and water quality, and the possible or probable effects of the proposed conditional use upon these factors;
2. Utilities and service requirements of the proposed use, including sewers, storm drainage, water, fire protection, access and electrical power; the assembly and planning commission may enlist the aid of the relevant public utility officials with specialized knowledge in evaluating the probable effects of the proposed use and may consider the costs of enlarging, upgrading or extending public utilities in establishing conditions under which the conditional use may be permitted;
3. Lot or tract characteristics, including lot size, yard requirements, lot coverage and height of structures;
4. Use characteristics of the proposed conditional use that affect adjacent uses

and districts, including hours of operation, number of persons, traffic volumes, off-street parking and loading characteristics, trash and litter removal, exterior lighting, noise, vibration, dust, smoke, heat and humidity, recreation and open space requirements;

5. Community appearance such as landscaping, fencing and screening, dependent upon the specific use and its visual impacts.

Conclusion on Findings: That the proposed conditional use as conditioned would not be detrimental to the public's health, safety, or welfare; that the conditions of approval have satisfactorily mitigated any potential harm or impact to the surrounding land uses and properties; and that the required findings have been met.

Motion PASSED 5-0.

Hughey/Windsor moved to **APPROVE** the accessory dwelling unit at 1705 Sawmill Creek Road, in the R 1 single family and duplex residential district, subject to conditions of approval. The property is also known as a portion of US Survey 1878. The request is filed by Zak Dylan Wass. The owner of record is Morgan Doubleday.

Conditions of Approval:

1. The facility shall be operated consistent with the application, plans, and narrative that were submitted with the request.
2. One unit must always be owner occupied.
3. Upon receipt of meritorious complaint regarding potential harm to public health, safety, and welfare, the Planning Commission may schedule a public hearing for the purpose of resolving issues and mitigating adverse impacts.

Motion PASSED 5-0.

N Public hearing and consideration of a conditional use permit for a short term rental located on a boat in Crescent Harbor 1-24, 500 Lincoln Street, in the Public zone. The property is also known as a portion of ATS 15. The application is filed by Bruce and Ann-Marie Parker. The owner of record is the City and Borough of Sitka.

O Public hearing and consideration of a conditional use permit application for a three-unit multiple-family structure and a short-term rental at 1715 Sawmill Creek Road, in the R-1 single family and duplex residential district. The property is also known as Lot 1A Corrective Plat of Knauss Lot Line Adjustment. The request is filed by Michael Knauss and Jacklynn Barmoy. The owners of record are Michael Knauss and Jacklynn Barmoy.

P Public hearing and consideration of a conditional use permit request for a short term rental at 504 Shennet Street, in the R-1 residential zone. The property is also known as Lot 2 Block B Sirstad Addition 2. The request is filed by Georgianna and Matthew Foruria. The owners of record are Georgianna and Matthew Foruria.

Windsor/Hughey moved to POSTPONE the item until the applicant can attend.

Motion PASSED 5-0.

VI. PLANNING DIRECTOR'S REPORT

Bosak stated that there is no comprehensive plan meeting in July. Bosak reviewed the July 19 agenda. Bosak stated that the department has received additional funds for FY 17 for the comprehensive plan, some of which will be used to pay for the services of consultant Barb Sheinberg. Bosak reminded commissioners of open meetings act requirements for email. Bosak discussed the Aspen Hotel and stated that it has met zoning code requirements.

VII. PUBLIC BUSINESS FROM THE FLOOR

Spivey stated that he has been approached about increasing downtown parking, and mentioned the concept of building a parking garage behind the courthouse. Hughey proposed parking exclusions for rental units for people who can verify that they don't have cars. Pohlman stated that enforcement is an issue with parking.

VIII. ADJOURNMENT

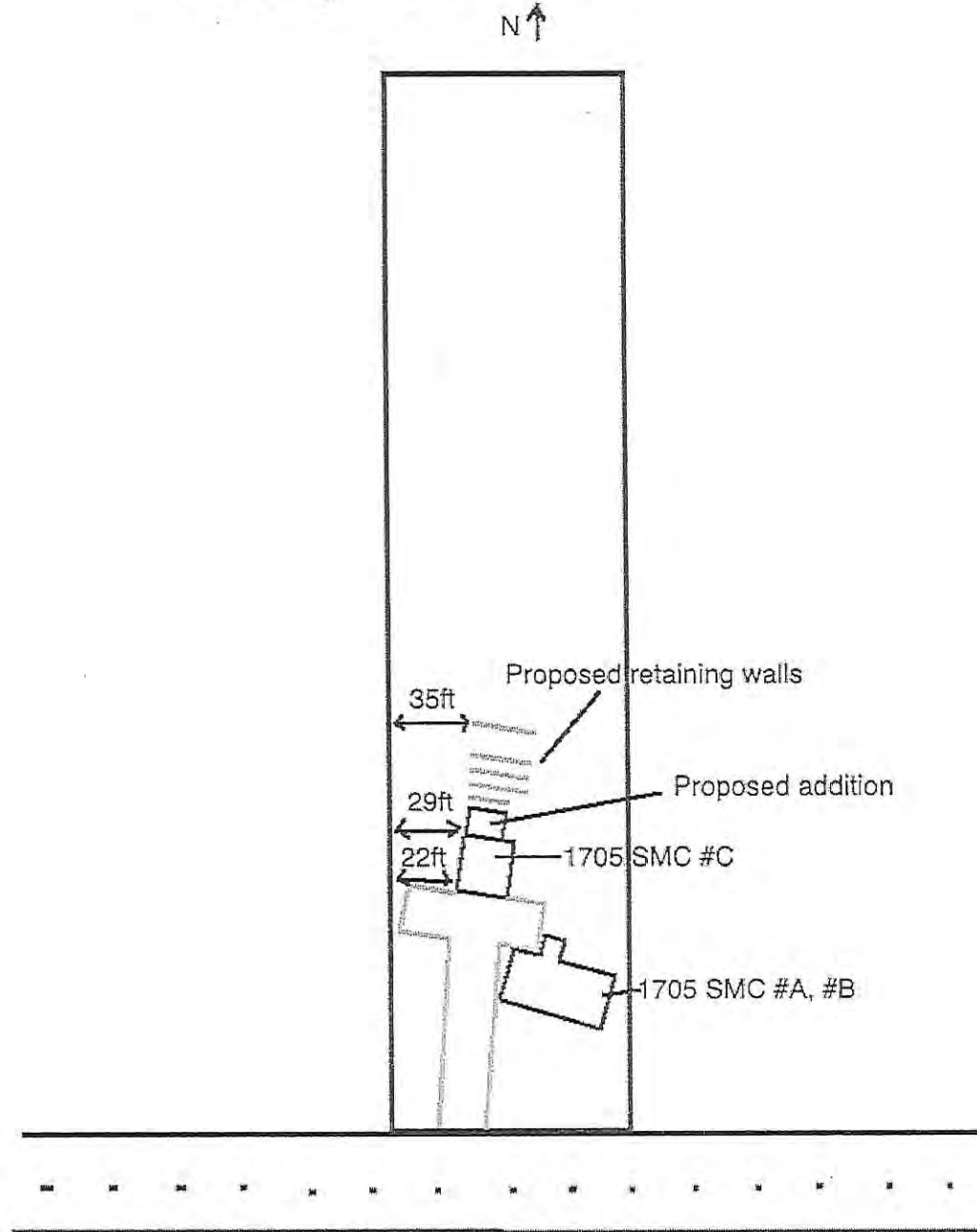
Windsor/Pohlman moved to ADJOURN at 9:45 PM. Motion PASSED 5-0.

Attest: _____
Samantha Pierson, Planner I

Proposed Site Plan 1705 SMC

Zoning: R-1

Zak Wass
(808) 280-5907
zakdylanwass@gmail.com



Heat Pumps

1705 Sawmill Creek Road #C
Proposed Floor Plan

Zak Wass
808 280 5907
zakdylanwass@gmail.com

