

# Alcohol & Marijuana Control Office

**License Number:** 10163

**License Status:** Active-Operating

**License Type:** Retail Marijuana Store

**Doing Business As:** THE 420

**Business License Number:** 1033148

**Designated Licensee:** SUSAN J BURRELL

**Email Address:** ssusiesfire@msn.com

**Local Government:** Petersburg Borough

**Local Government 2:**

**Community Council:**

**Latitude, Longitude:** 56.812500, -132.955500

**Physical Address:** 307 N. Nordic Dr.  
Petersburg, AK 99833  
UNITED STATES

## Licensee #1

**Type:** Individual

**Name:** SUSAN J BURRELL

**SSN:** [REDACTED]

**Date of Birth:** [REDACTED]

**Phone Number:** 907-518-4425

**Email Address:** ssusiesfire@msn.com

**Mailing Address:** PO Box 485  
Petersburg, AK 99833-0485  
UNITED STATES

*Note: No entity officials entered for this license.*

*Note: No affiliates entered for this license.*



Alaska Marijuana Control Board

# Form MJ-20: Renewal Application Certifications

Alcohol and Marijuana Control Office

550 W 7<sup>th</sup> Avenue, Suite 1600

Anchorage, AK 99501

[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

## 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:          | Susan Burrell          | License Number: | 10163 |      |       |
| License Type:      | Retail Marijuana Store |                 |       |      |       |
| Doing Business As: | The 420                |                 |       |      |       |
| Premises Address:  | 307 N. Nordic Dr.      |                 |       |      |       |
| City:              | Petersburg             | State:          | AK    | ZIP: | 99833 |

## Section 2 – Individual Information

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

|        |               |
|--------|---------------|
| Name:  | Susan Burrell |
| 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, 2020 and June 30, 2021.

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 & Waiver

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.

JB

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.

JB

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

JB

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

JB

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

JB

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.

JB

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.

JB

I, Susan Burrell hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

JB

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.

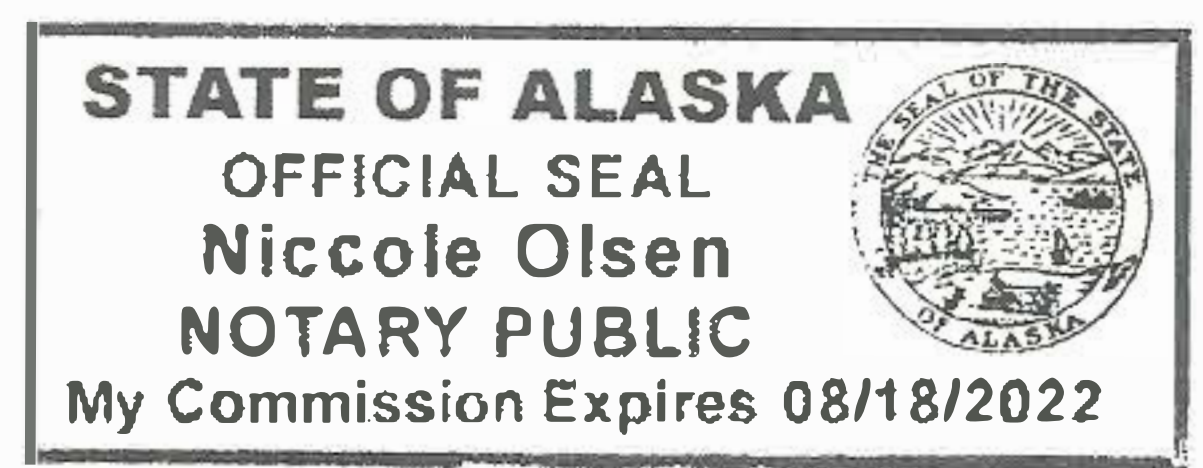
Susan Burrell  
Signature of licensee

Niccole Olsen  
Notary Public in and for the State of Alaska

Susan Burrell  
Printed name of licensee

My commission expires: 8/18/22

Subscribed and sworn to before me this 10 day of June, 2021.



## ***REAL ESTATE LEASE***

This Lease Agreement is made effective as of May 1st, 2021 by and between Tides Inn Alaska, LLC. ("Landlord"), and Susie Burrell ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the Commercial Building (the "Premises") located at 307 N. Nordic Drive, Petersburg, Alaska 99833.

**TERM.** The 2 year lease term will begin on May 1st, 2021 and will terminate on April 30th, 2023.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly payments of \$3,100.00 per month for the base lease of the overall property. This base lease is payable in advance on the 1st day of each month, for a total annual lease payment of \$37,200.00 per year base rent plus percentage 2% of sales. Lease payments shall be made to the Landlord directly or direct deposited in AGIC Wells Fargo account.

**SECURITY DEPOSIT.** At the time of the signing of the first Lease, Tenant has paid to Landlord, a security deposit of \$1,800.00 to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law. Landlord will retain only that portion of Tenant's security deposit necessary to pay accrued rent or compensate Landlord for damages suffered by reason of Tenant's failure to maintain the dwelling unit.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

**USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the premises as a retail marijuana facility, commercial marijuana cultivation facility and possibly a manufacturing facility. Tenant shall notify Landlord of any anticipated extended absence from the premises not later than the first day of the extended absence.

**PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant will include the Landlord as an additional insured party, on their policy.

**DEFAULTS.** Tenant shall be in default of this lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 10 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages, with the exception that the landlord/lessor will not remove from the premises or take possession of marijuana or marijuana products, and the AMCO enforcement will be contacted. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent"

**HABITABILITY.** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant) and acknowledges that the Premises are in a reasonable and acceptable condition for their intended use, and the agreed lease payments are fair and reasonable.

**ADDITIONAL AGREEMENTS.** Landlord and Tenant have an agreement on the following:  
-Tenant has right to alter the interior workspace, at their cost, after approval of plan by the Landlord.  
-All improvements made by the tenant to the facility become the property of Landlord at conclusion of lease.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Name: Tides Inn Alaska, LLC.  
Address: P.O. Box 372  
Petersburg, Alaska 99833 907-772-3333(w) 772-3413 (h) 518-0313 (c)

**TENANT:**

Name: Susie Burrell  
Address: PO Box 485  
Petersburg, AK 99833 907-772-3673 (w) 907-518-4425 (cell)

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative and shall not be constructed as exclusive unless otherwise required by law.

**GOVERNING LAW.** This Lease shall be constructed in accordance with the laws of the State of Alaska.

**STORAGE.** Tenant shall be entitled to store items of personal property in the buildings or on the property during the term of the Lease. Landlord shall not be liable for loss of or damage to, such stored items.

**LATE PAYMENTS.** Tenant shall pay a late fee equal to \$100.00 for each payment that is not paid within 10 days after its due date.

**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a lease payment for the Holdover Period equal to the amount set forth in the following Renewal Terms paragraph. Such holdover shall constitute a month to month extension of this Lease.

**RENEWAL TERMS.** This Lease shall automatically renew on a month to month basis, unless either party gives written notice of the termination no later than 30 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

**NON-SUFFICIENT.** Tenant shall be charged \$100.00 for each check that is returned to Landlord for lack of sufficient funds.

**MAINTENANCE.**

Landlord's obligations for maintenance shall include:

- the roof, outside walls, and other structural part of the building
- the sewer, water pipes, and other matters related to plumbing
- the electrical wiring and the heating system
- all other items of maintenance not specifically delegated to Tenant under this Lease

Tenant's obligations for maintenance shall include:

- the sidewalks, including snow and ice removal
- area maintenance and cleanliness
- plugged drains due to actions by the tenant
- frozen pipes (It is the responsibility of tenant to prevent and repair any frozen pipes)

**UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services in connection with the Premises. This includes electricity, sewer, water, garbage, internet and television.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:  
REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises without prior written consent of Landlord, which shall not be unreasonably withheld.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**LANDLORD:**

  
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Dave Ohmer  
Tides Inn Alaska, LLC.

**TENANT:**

  
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Susie Burrell