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:	The Grass Station, LLC	**License Number:**	10869		
License Type:	Retail Marijuana Store				
Doing Business As:	GRASS STATION 49				
Physical Address:	1326 Cushman St.				
City:	Fairbanks	**State:**	AK	**Zip Code:**	99701
Designated Licensee:	Gary Evans				
Email Address:	skinnygmc@gmail.com				

Section 2 – Attached Items

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

Attached Items:	-letter of authorization to perform Commercial Marijuana Retail business at property -A copy of Lease agreement -paper explaining Building owners Name + LLC

OFFICE USE ONLY					
Received Date:		Payment Submitted Y/N:		Transaction #:	

Letter of Authorization

I, Bud Wilson DBA Red Stripe, LLC, authorize Gary Evans and Mason Evans, owners of Brothers of Botany, LLC. and The Grass station, LLC. to use my property, located at 1326 Cushman Street Fairbanks, Alaska 99701, Lot 3A Block 20 Rickert previously assessed as Lots 3A, 3B 4 and 5 Rickert and Lot 3A block 20 Rickert, for use as commercial marijuana facility that with all the laws of the State of Alaska, the City of Fairbanks and the Fairbanks North Star Borough.

Property Owner: _____

Bud Wilson- Member- Red Stripe, LLC

Witness: _____

Rebecca Horton

August 22, 2016

To whom it may concern,

Wilmer William Wilson III also known as Bud Wilson is a signer for Red Stripe, LLC.

Thank you,

Wilmer William Wilson III

Bud Wilson

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 27th day of September between **Red Stripe, LLC,** whose address is **P.O. Box 240511, Anchorage, Alaska 99524** hereinafter referred to as the "Lessor", and **Brothers of Botany, LLC and The Grass Station dba Grass Station 49, LLC**, whose address is **814 Goldmine Trail, Fairbanks, Alaska 99712**, hereinafter referred to as the "Lessee".

1.**Premises.** The Lessor hereby leases to Lessee the property **1326 Cushman Street, Fairbanks, Alaska. The portion of lot 3A to be leased is lot 3A West of the center line or Stacia Street,** situated in the Fairbanks Recording District, Fourth Judicial District, State of Alaska, together with the right to use the improvements to that property according to the terms of this Agreement. The real property and Improvements are hereinafter referred to as "the Premises". **The portion retained by Lessor is that parcel East of the centerline of Stacia Street. See Attachment A.**

A. The portion of Lot 3A to be leased is Lot 3A West of the center line of Stacia Street.
B. The portion retained by Lessor is that parcel East of the center line of Stacia Street.
C. The Lessor to have ingress and egress through the lot the East from Cushman Street to the portion herein being leased.
D. Both lots to retain access on Stacia Street off of Gaffney Road.
E. Lessee to have the option to place a sign on the South East corner of the parcel to be retained by Lessor.
F. Future development of lot being retained shall not obstruct the view to the existing building.

2. **Term.** The term of this agreement shall be for **Five (5)** years commencing **October 1st, 2016** and terminate **September 31st, 2021**. Lessee shall have the right to extend the term for **Five (5)** years. **Lessee has the right to purchase the property for Seven Hundred Fifty Thousand Dollars ($750,000) after the initial five (5) years and anytime thereafter. Lessee has Right of First Refusal.**

A) The Lessee must, in writing, **One Hundred Twenty Days (120)** days prior to the end of the lease or extensions thereof notify the Lessor that Lessee is vacating the premises and not renewing the lease. The Lessor shall post for lease signs on the building and bring prospective tenants to the premises for the purposes of securing another tenant.

B) If the laws ever change thereby and cause the business to close the Lessee is released from this lease with a 120 day notice to the Lessor.

3. **Rent.** The Lessee shall pay to the Lessor as rent for the Premises the sum of **Four Thousand Five Hundred Dollars ($4,500)**, per month. **There is a three percent (3%) escalator on years two (2) thru five (5). See chart below.** Payment of rent shall be in advance and due on the 1st day of the month without demand. Rent to be deposited to **Red Stripe, LLC at Wells Fargo-Account Number 7232519160** within **Five (5)** days of the due date shall bear a **Ten** (10 %) late fee.

Year 2-$4,635.00
Year 3-$4,774.05
Year 4-$4,908.27
Year 5-$5,055.52

4. **Security Deposit.** Lessee agrees to deposit a security deposit with Lessor prior to or concurring with Lessee's occupancy of the premises in the amount of **Fourteen Thousand Fifty Five Dollars ($14,055) due for Four Thousand Five Hundred Dollars ($4,500) first month's rent, Five Thousand Fifty Five Dollars ($5,055) for last month's rent and a security deposit of Four Thousand Five Hundred Dollars ($4,500).** Deposit shall be held by the Lessor without interest until the termination of this lease and shall be refunded in full to Lessee less any recoverable damages to the premises, normal wear and tear accepted. Security deposit cannot be considered any part of the last month's rent. Security deposit will be returned to Lessee within **Fourteen** (14) days of Lessor's satisfactory inspection of the condition of the premises after the Lessee has vacated the premises and is current with all obligations under the terms of this lease.

5. **Use of the Premises.** Use of the property shall be limited to **Manufacturing and retail of Marijuana.** Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the premises during the Term of this Lease. Lessee agrees to have set hours of operation, more specifically as follows: **To be determined. If required by marijuana laws the lease can be rewritten to make the building into two separate suites.**

6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the premises. Lessor guarantees access to property free of congestion for the term of the lease.

7. **Condition of Premises.** Lessee stipulates that it has examined the demised premises, including the grounds and all buildings and improvements, and that Lessee accepts the premises in an "AS IS" condition. Lessee is to be responsible for all maintenance or replacement of boiler, roof, windows, and asphalt. Lessor is responsible for the structural components of the roof, walls, and foundation.

8. **Right to Enter.** Lessor shall have the right, at all reasonable times, with reasonable notice, if possible, to enter the premises to inspect the same and to make such repairs and alterations, as the Lessor shall see fit.

9. **Utilities and Services.** The Lessor and Lessee shall pay the following utility and service expenses, as assigned below.

Lessor	Lessee	Expense
	X	Heating, including fuel, routine furnaces maintenance and annual furnace inspection.
	X	Normal maintenance and repair expenses of tenant owned improvements and equipment.
	X	Water and sewer expenses.
	X	Electrical Services **All electrical service in Lessees space to be metered by GVEA. Electrical service provided to space to be in Lessees name.**
	X	Telephone and telecommunication services to the premise
	X	Garbage Removal Services. Dumpster to be placed on north side of building.
	X	Snow Removal
	X	Insurance- See item 14

10. **Surrender.** Lessee agrees to surrender the premises at the termination of the tenancy in *the same condition as when received by the Lessee.*

11. **Sub-letting and Assignment.** Lessee shall not sub-let or assign its lease without the prior written consent of Lessor.

12. **Taxes.** Lessee shall pay sales taxes, income taxes, payroll taxes, duties and charges placed by any government or regulatory agency upon the premises or upon the fixtures, inventory and other personal property of Lessee, or any other levies on the premises associated with Lessee's use of the premises. Lessor shall pay all other taxes and assessments as they become due, including property taxes. **Lessee to pay all real estate taxes if said taxes are in excess of 2016 real estate taxes.**

13. **Indemnification.** Lessee agrees to indemnify, hold harmless and defend Lessor and it's agents form any and all liability to any person or persons for damages, claims, suits, liabilities, costs and expenses arising from Lessee's occupancy and use of the premises, including without limitation the use of all property, inventory and equipment of Lessee, and/or arising from acts by the Lessee, its agents, servants, employees, customers and contractors.

14. **Insurance.**

A) Lessee shall obtain and keep in force during the term of this lease a policy or policies of insurance covering personal injury and property damage in the minimum amounts of **One Million Dollars** ($1,000,000) per accident or loss, and **One Million Dollars** ($1,000,000) per person. Lessee shall deliver appropriate evidence to Lessor as proof that adequate insurance is in force and that *Lessor is named as an additional insured. Lessor shall have the right to require that the*

Lessor receive notice of any termination of such insurance policies.

B) Hazard Insurance of up to **Three Hundred Fifty Thousand Dollars** ($350,000) for the premises. Contents to be insured separately.

15. **Non-Liability of Lessor.** Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through either the acts or omissions of persons occupying adjoining premises, persons occupying adjoining premised, persons occupying any part of the building adjacent to or connected with the premises, or Lessees in any other part of the building on the demised premises, if any.

16. **Permanent Improvements.** Lessee *shall not construct or install* permanent improvements without the prior written consent of Lessor.

17. **Removal of Improvements.** Lessee shall remove all improvements made by it prior to the termination of this lease except permanent improvements such as soil, and/or concrete and asphalt.

18. **Subordination.** This lease is subordinate to any and all deeds of trust given by the Lessor that encumber or may encumber the premises.

19. **Right to Show Premises.** Lessee agrees that prior to the date of termination of this lease as provided for herein, upon twenty-four (24) hours' notice to Lessee, Lessor or his agent may show the premises to any party which the Lessor may deem appropriate.

20. **Environmental Compliance and Hazardous Substances:**

A: Lessor to indemnify and hold harmless the tenant against any liability for the contaminated soils on the property.

B. Except for ordinary and reasonable products and those substances reasonably necessary to sell, store or use to support the activities on the Premises anticipated by this Lease, Lessee shall not use, generate, store, release or discharge any Hazardous Substances shall comply with all Federal, State, or Municipal Laws or Regulations.

C. Lessor represents and warrants to Lessee that, as of the date of execution of this Lease, the Premises are not in violation of or harbor any Hazardous Substances in violation of any Federal, State or Municipal Law or Regulation. Lessee shall only be responsible (in any Manner) for costs or damages relating to Hazardous Substances that occur as a result of Lessee's activities on the Premises. Lessor shall defend, indemnify and save Lessee harmless from all costs, loss or damage relating to Hazardous Substance not resulting from Lessee's activities on the Premises.

D. For the Purpose of this Lease, Hazardous Substances shall be broadly interpreted to include any hazardous or toxic substance, which during Lessee's occupancy of the Premises is a substance, material or waste, which is regulated under applicable Local, State or Federal Law or Regulations.

21. **Tenant Improvements:** All tenant improvements to be paid for by Lessee.

22. **Lessor Responsibility:**

A) Lessor to hook-up city water to building.
B) Lessor to make sure water and sewer are functional inside the building and pass city building codes.
C)Lessor to make sure power works in building that all the electrical is functional inside the building and will pass city building codes.
D) Lessor to fix broken windows.

23.**Personal Guarantors.** Mason Evans and Gary Evans will sign on behalf of their companies and also personal guarantors of this lease.

24. **Complete Agreement**. This Agreement sets out the entire agreement between the parties; no modifications may be made to this Agreement, except in writing, signed by both parties.

DATED this 5th day of October, 20 16

LESSOR-Red Stripe, LLC

DATED this 27 day of September, 20 16

LESSEE- Brothers of Botany, LLC

LESSEE-The Grass Station dba Grass Station 49,LLC

STATE OF ALASKA)
) **SS** *AS TO LESSEE*
EIGHTEENTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that, on the 27 day of September, 2016, before me, the undersigned, a Notary Public in and for the State of Alaska , duly commissioned and sworn as such, personally appeared Mason Evans and Gary Evans known to me to be the individual named in and who executed the forgoing instrument, and acknowledged to me that he signed and sealed the same as his voluntary act and deed, for the uses and purposes therein mentioned.
WITNESS my hand and notarial seal the day and year last above written.

Notary Public in and for the State of Alaska ,

residing in Fairbanks AK.

My commission expires 12/17/2017

STATE OF ALASKA)
) **SS** *AS TO LESSOR*
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that, on the 5th day of October, 2016, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared W. W. Wilson III known to me to be the individual named in and who executed the forgoing instrument, and acknowledged to me that he signed and sealed the same as his voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal the day and year last above written.

Rebecca L Horton
Notary Public in and for the State of Alaska,

residing in ~~Fairbanks~~ Anchorage, Alaska.

My commission expires 9-30-2017

STATE OF ALASKA
NOTARY PUBLIC
Rebecca L. Horton
My Commission Expires Sep 30, 2017