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:	K Beach Reef LLC	**License Number:**	15916		
License Type:	Retail Marijuana Store				
Doing Business As:	K Beach Reef				
Physical Address:	42106 Kalifornsky Beach Road				
City:	Soldotna	**State:**	AK	**Zip Code:**	99669
Designated Licensee:	Marc Theiler				
Email Address:	marc@redruncannabiscompany.com				

Section 2 – Attached Items

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

Attached Items:	1. Form Mj-31 - Walk-Up or Drive-Through E terior Window Pick-Up Diagram and Operating Plan 2. Lease Agreement 3. Check for 250 - will be mailed 12/21/23

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

AMCO Received 1.5.2024

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Form MJ-31: Walk-Up or Drive-Through Exterior Window Pick-Up Diagram and Operating Plan

Why is this form needed?

This form and your attached diagram is required for all marijuana retail establishment licensees seeking to alter the functional floor plan to include a walk-up or drive-through exterior window at the establishment's existing licensed premises.
There is a $250 application fee which may be made online or by check, cashier's check, or money order.

This form must be completed, submitted to AMCO's Anchorage office, approved by the MCB Board and inspected prior to altering the existing floor plan and/or operating an exterior window.

Section 1 – Establishment Information

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

Licensee:	KBR Retai, LLC	**MJ License #:**	15916
License Type:	Retail Marijuana Store		
Doing Business As:	K Beach Reef		

Section 2 – Required Diagram Information

A new diagram is required with this form. For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. However, AMCO will require full coverage of the walk-up or drive-through exterior window area as required by 3 AAC 306.380(b) and (g).

The following details must be included:

- **License number and DBA**
- **Legend or key**
- **Color coding**
- **Dimensions**
- **Labels**
- **True north arrow**
- **Surveillance room**
- **Licensed premises boundary**
- **Restricted access areas**
- **Storage areas**
- **Entrances, exits, and windows, including walk-up or drive-through exterior window**
- **Walls, partitions, and counters**

Any other areas that must be labeled for specific license types

- **Serving area****
- **Employee monitoring area****
- **Ventilation exhaust points, if applicable****

Items marked with a double asterisks (**) are only required for those retail marijuana establishments that are submitting the MJ-14 form in conjunction with an onsite consumption endorsement application.

AMCO Received 1.5.2024

Form MJ-31: Walk-Up or Drive Through Exterior Window Pick-Up Diagram and Operating Plan

Section 3 – Exterior Window Service Operating Plan

Describe how you will comply with the requirements set forth in 3 AAC 306.380 and 3 AAC 306.715. Your response must include include policies and procedures regarding video surveillance, ID verification, display of marijuana or marijuana products, security features including alarm systems and locks, measures to prevent consumers from unlawfully accessing marijuana and funds through the exterior window and licensee control of the area outside of the exterior window.

Regulatory Compliance: Our establishment is committed to adhering strictly to state and local regulations, as stipulated in 3 AAC 306.380 and 3 AAC 306.715. This includes following all applicable public health, fire, and safety laws and maintaining control over the area around the exterior window, ensuring it does not encroach on public property.

Security Systems: Installation of high-quality alarm systems, reinforced locks, and a secure window design to prevent unauthorized access.

Staff Training: Regular training on security protocols to ensure staff vigilance and readiness to respond to security threats.

Control of the Exterior Area:
Area Demarcation: Clear demarcation of the area outside the window for customer queuing and traffic flow.
Monitoring: Regular monitoring by staff to manage queues, ensure compliance, and address any issues promptly.

Please see next page for additions to OP

Emergency and Incident Response:
Procedures: Establishment of clear procedures for emergency responses and incident reporting, including immediate notification of authorities in case of security breaches.

Manual ID Checks: Budtenders will be responsible for manually checking each customer's ID to confirm age and authenticity.
Training: Staff will receive comprehensive training to recognize valid identification documents and identify potential forgeries.

Record-Keeping: A log of verified IDs for each transaction will be maintained to demonstrate compliance with age verification regulations.
Refusal Protocol: Clear procedures will be in place for refusing service and documenting instances where IDs cannot be verified or appear fraudulent.

Product Display and Transaction Security:
Secure Display: Cannabis products will be securely displayed inside the store, visible but not directly accessible to customers at the window.
Pass-Through System: A secure transaction system will be used for the safe exchange of products and funds.
Transactions will occur on the retail's POS system, which will be located safely inside the establishment well beyond the reach of any customer.

Section 4 – Declarations

Read each statement below, and then sign your initials in the corresponding box to the right [if applicable]:	Initials
If a local building permit is required, attach a copy of the license, permit, application to this form. Not Necessary	MT
The proposed changes conform to all applicable public health, fire, and safety laws.	MT
I have included a title, lease or other documentation showing sole right of possession to the additional area(s), including the exterior window area, if the additional area(s) are not already part of my approved licensed premises.	MT
I certify the area immediately outside the walk-up or drive-through exterior window does not include any public property including public streets, public sidewalks, or public parking lots.	MT
I certify I have read, understood and will comply with all requirements set forth in 3 AAC 306.380, 3 AAC 306.715 and 3 AAC 306.720.	MT
I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.	MT

Marc Theiler
Printed Name of licensee

Signature of licensee

License # 15916

AMCO Received 1.5.2024

Regulatory Compliance: Our establishment Is committed to adhering strictly to state and local regulations, as stipulated In 3 AAC 306.380 and 3 AAC 306.715. This includes following all applicable public health, fire, and safety laws and maintaining control over the area around the exterior window, ensuring it does not encroach on public property.

Security Systems: Installation of high-quality alarm systems, reinforced locks, and a secure window design to prevent unauthorized access.

Staff Training: Regular training on security protocols to ensure staff vigilance and readiness to respond to security threats.

Control of the Exterior Area:
Area Demarcation: Clear demarcation of the area outside the window for customer queuing and traffic flow.

Monitoring: Regular monitoring by staff to manage queues, ensure compliance, and address any issues promptly. The video surveillance cameras will cover the exterior of the pick-up window and surrounding area as the employee verifying the photo ID and performing the transaction in the store. All video records will be stored in compliance with 3 AAC 306.720.

Emergency and Incident Response:
Procedures: Establishment of clear procedures for emergency responses and incident reporting, Including Immediate notification of authorities in case of security breaches.

Manual ID Checks: Budtenders will be responsible for manually checking each customer's ID to confirm age and authenticity. Our staff will verify that each person in a vehicle at the exterior window is 21 years of age or older, unless the person is the consumer's own child, grandchild or ward who is not older than seven years of age seated or otherwise required by local or state law to be seated in a car seat or booster seat.

Training: Staff will receive comprehensive training to recognize valid Identification documents and Identify potential forgeries. All sales will occur within the licensed premises by a method approved under 3 AAC 306.380.

Record-Keeping: A log of verified IDs for each transaction will be maintained to demonstrate compliance with age verification regulations.

Refusal Protocol: Clear procedures will be In place for refusing service and documenting Instances where IDs cannot be verified or appear fraudulent.

Product Display and Transaction Security:

Secure Display: Cannabis products will be securely displayed inside the store, visible but not directly accessible to customers at the window.

Pass-Through System: A secure transaction system will be used for the safe exchange of products and funds.
Transactions will occur on the retail's POS system, which will be located safely Inside the establishment well beyond the reach of any customer. Customers can place orders on-line through an app or in person at the window, but all orders will be paid for in person by the consumer placing the order. The menu can be found through an app or a menu will be offered on site, but no marijuana products will be displayed at the exterior window.

Alaska Marijuana Control Board

Form MJ-31: Walk-Up or Drive Through Exterior Window Pick-Up Diagram and Operating Plan

Section 5 – Approvals

Local Government Review is required to be completed before submission to the Alcohol and Marijuana Control Office.

Local Government Review (to be completed by an appropriate local government official):	Yes	No	Pending
The proposed changes shown on this form conform to all local restrictions and laws.	☑	☐	☐
A local building permit is required for the proposed changes.	☐	☑	

Ryan Raidmae
Signature of local government official

NA
Building Permit #

03-25-24
Date

RYAN RAIDMAE
Printed name of local government official

PLANNER
Title

Section 6 – AMCO Review

AMCO Review:	Approved	Disapproved
	☐	☐

Signature of Director

Printed Name of Director

Date

Final Inspection:	Approved	Disapproved
	☐	☐

Signature of Enforcement Investigator

Printed Name of Enforcement Investigator

Date

AMCO Comments:

Anchorage, AK 99501
marijuana.licensing@alaska.gov
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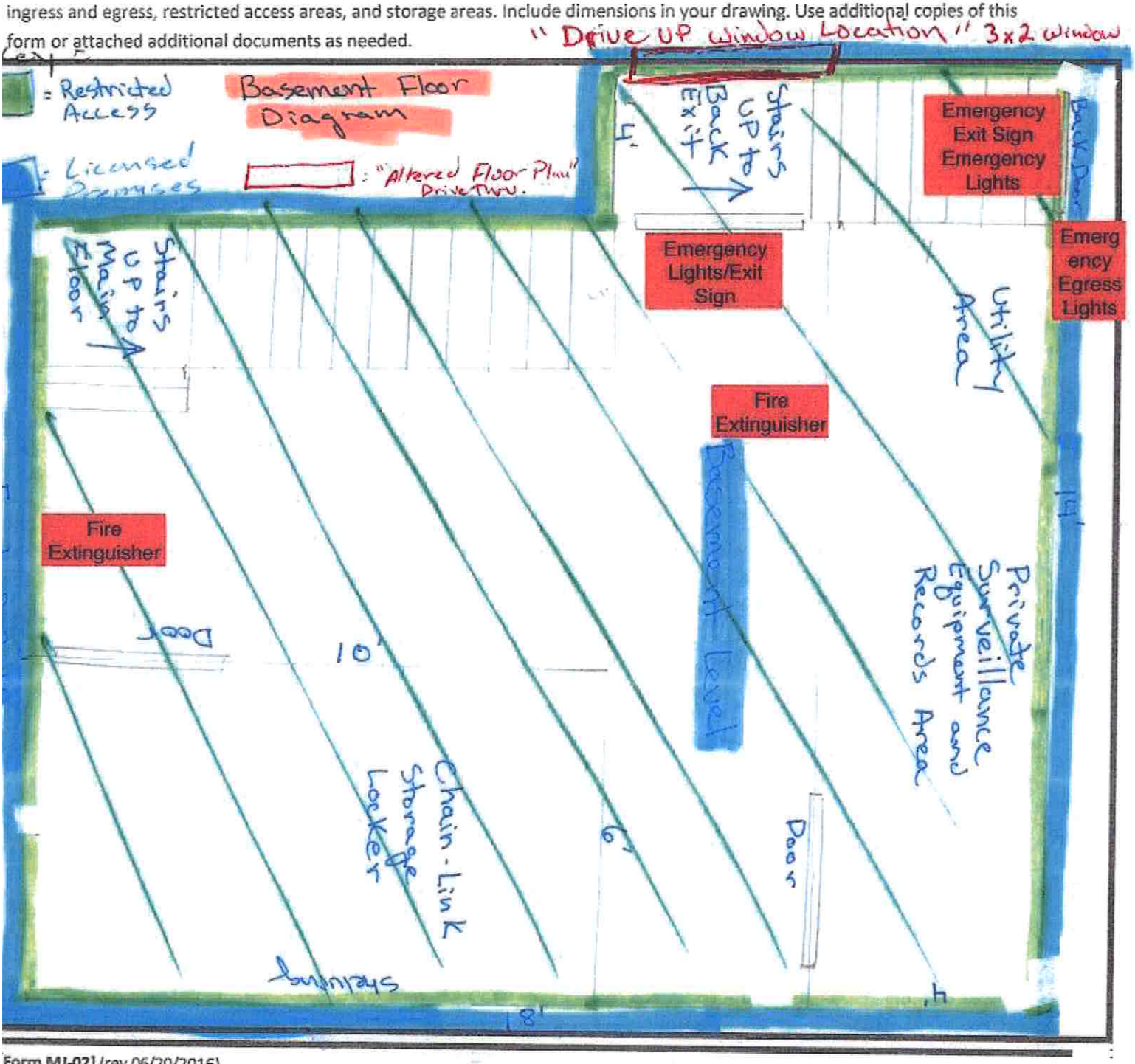
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

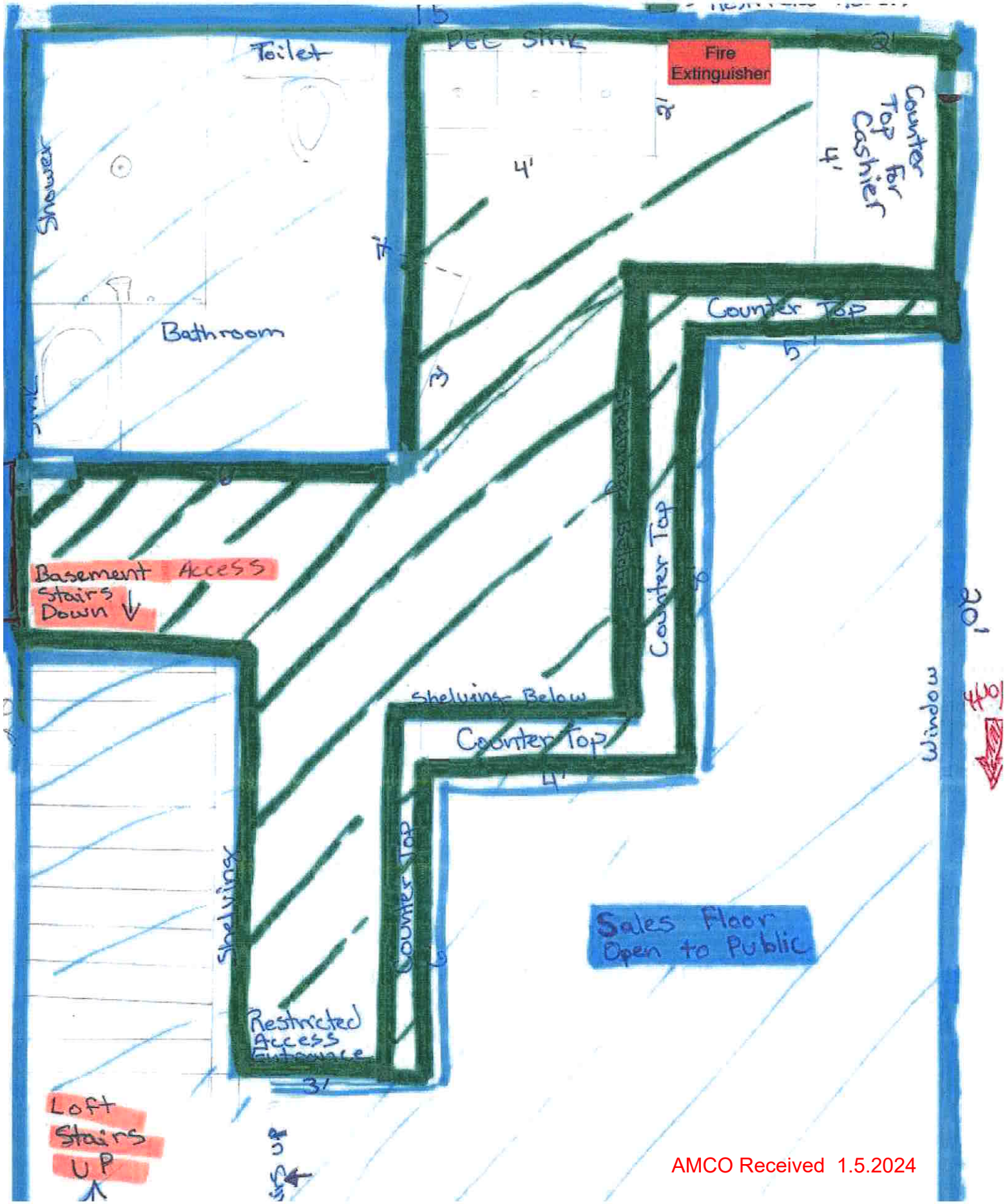
Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances, walls, partitions, counters, windows, areas of ingress and egress, restricted access areas, and storage areas. Include dimensions in your drawing. Use additional copies of this form or attached additional documents as needed.

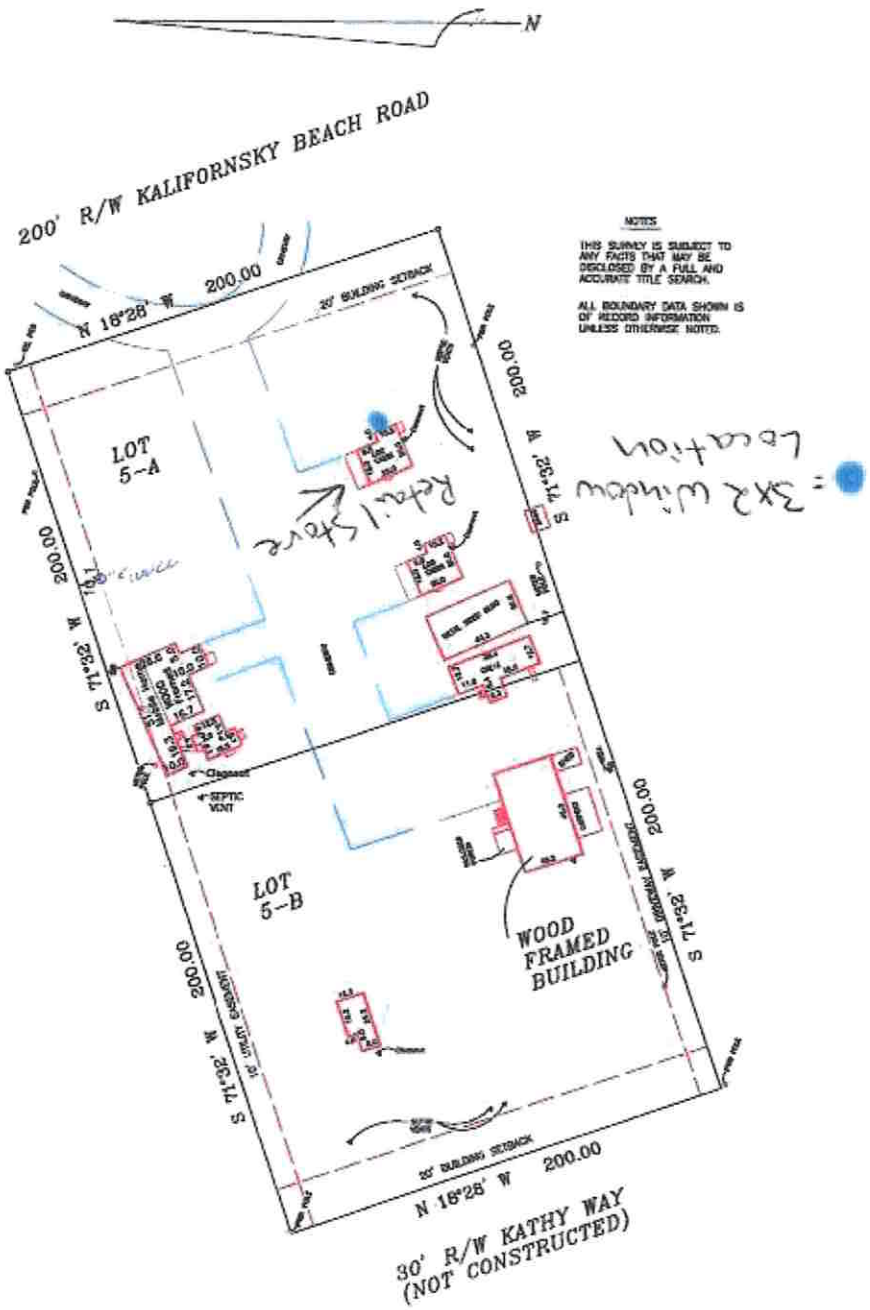


AMCO Received 1.5.2024

AMCO Received 4/22/2020



AMCO Received 1.5.2024



Swan Surveying

Michael Swan R.L.S. P.O. Box 987 • Soldotna, AK 99669 • (907) 262-1014

JOB	FB.	DATE	SCALE	DRWN.	CHK.
5090		5-30-05	1"=50'	MHS	

I Hereby certify that I have performed a Mortgages Inspection of the following described property Lots 5-A, 5-B Hawkins Subdivision A Subdivision of Block 3, Hall Subd.

Located in the Kenai Recording District, Kenai, AK, and that the improvements situated thereon are within the property lines and do not overlap or encroach on the property lying adjacent thereto, that no improvements on property lying adjacent thereto encroach on the premises in question and that there are no roadways, transmission lines or other visible easements on said property except as indicated hereon.

Dated at Soldotna Alaska This 30th day of May 2005

AS-BUILT

STATE OF ALASKA
Michael A. Swan
LS 5090
REGISTERED PROFESSIONAL LAND SURVEYOR

AMCO Received 1.5.2024

AMCO Received 1.5.2024

Lease Agreement

THIS LEASE is made this **15th** day of April, 2022, by and between: *ACG, LLC*, an Alaska Limited Liability Company in good standing ("Owner") and *KBR Retail LLC*, an Alaska Limited Liability Company in good standing, (hereinafter called "Resident"),

1. Lease Term

In consideration of the covenants hereinafter contained on the part of the Resident to be kept and performed, Owner warrants it has the right to possess and lease the subject property, and does hereby lease to Resident 100% of the facility space, known as Cabin #1, including shared spaces, of the commercial premises located at 42106 K Beach Rd, in Soldotna, Alaska. This lease commences on April 15, 2022, and expires at 11:59 p.m. on December 31, 2022.

2. Rental

Resident shall pay to Owner a total rental of $24,000.00 for the full term of this lease. Resident will pay Owner in (12) twelve equal installments of two thousand dollars ($2,000) due and payable by the 10th of each month, beginning on April 15, 2022. Resident shall pay the rent to Owner at 5455 Kenai Spur Hwy, or to such other address as Owner shall direct.

Resident shall reimburse Owner for the costs paid by the latter for the utilities, services & subscriptions located on the premises as detailed below (Section 2. Rental):

UTILITY / SERVICE	RATIO (OF EXPENSE)
1. Electricity Expense - HEA (Utility)	100%
2. Natural Gas Expense - Enstar-3173906450 (Utility)	100%
3. Trash Removal - Alaska Waste (Service)	50%
4. Point of Sale App - Greenbits (Subscription)	100%
5. Directory Listing - Weedmaps (Subscription)	100%
6. State Compliance Software - Metrc (Subscription)	100%

3. Security Deposit

Owner hereby acknowledges receipt from Resident of $10,000 as security for resident's full and faithful performance of each and every term, covenant and condition of this Lease. In the event that Resident shall default in the payment of any installment of rent when due, or shall fail to perform or observe any term, covenant or condition of this Lease - Resident's security deposit shall be kept and/or utilized as payment until each and every term and condition is satisfied.

In the event that Resident shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of the Lease, the security deposit (or any balance thereof) shall be returned to Resident within fourteen days after the expiration of the term of the lease and vacation of the premises, and Owner shall provide a written statement describing the basis for retaining any deposit.

AMCO Received 1.5.2024

4. Default

Resident covenants and agrees that if default shall be made in the payment of any installment of rent, or if Resident shall violate any of the terms, covenants, or conditions of this Lease, then Owner shall be entitled to re-enter and retake possession of the property and recover any and all resulting damages, including all costs and reasonable attorney's fees after a 3-day notice for late rent and a ten-day notice for any other breach of contract. Resident hereby acknowledges and agrees that in the event any statement made by Resident to Owner in connection with this Lease is subsequently determined to be false, Owner may, at its election, terminate this Lease after a ten day notice is provided.

5. Miscellaneous Provisions

Resident, for themselves, their heirs, legal representatives, successors and assigns, hereby covenant and agree that:

a) Use of the premises by Residents or others is at their own risk. Owner is not and shall not be deemed to be responsible for any damage to vehicles or contents which are on the premises, or injuries that occur on the premises. Owner acknowledges that the premises will be used as a Marijuana Retail Establishment. Owner will not take possession of or remove marijuana from the premises, if in the event that marijuana removal is necessary, the Owner will immediately contact AMCO (Alaska Marijuana Control Board).

b) Owner is not an insurer of Resident's person or personal property. Resident agrees that Owner, and its partners, agents and employees, shall not be liable for any damage to the person or property of Resident of any person occupying or visiting the premises for any reason whatsoever, including a commercial reason.

c) Resident shall not rent, sublet, transfer or assign this lease, or any interest herein, without the prior written consent of Owner, which consent may be granted, withheld, or conditioned in Owner's sole and complete discretion. Resident agrees to make no unlawful, improper or offensive use of the premises and to quit and deliver up the property and its appliances and equipment at the end of the term of this Lease in as clean a condition as they were on the date of first possession, ordinary wear and tear excepted.

d) Resident agrees to comply with all state laws, orders and government regulations which affect the premises as the same may be amended from time to time.

e) Resident may make alterations, additions or improvements to the property without the Owner's prior written consent.

f) Owner or any of its agents shall have the right to enter the property during all reasonable hours to make inspections, repairs, additions, or alterations as may be deemed reasonably necessary for the safety, comfort or preservation thereof, or of the building after providing a statutory two day notice. However, Owner or any of its agents may enter the property at any time for emergency repairs necessary for the protection of any person.

AMCO Received 1.5.2024

g) Resident must maintain premise-liability insurance on the premises.

h) If any provisions of this Lease, or the application of any provision of this Lease to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of the Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby; and each provision of their Lease shall be valid and enforced to the fullest extent permitted by law.

i) Resident has examined the property before signing this Lease and agrees that the premises are in good and satisfactory condition.

j) If a conditional use permit must be obtained, the city of Kenai must issue the permit before any commercial activity on the premises.

k) Should any action of contest by Resident or lessor that may lead to arbitration or legal action, Owner will not be liable for any court fees and will be paid of any monetary loss or damage from court appearances and arbitration expenses.

6. Acknowledgements

IN WITNESS WHEREOF, the parties hereto have executed this Lease in several counterparts, each of which shall be deemed an original, as of the day, month, and year first above written.

On behalf of KBR Retail LLC:

Marc Theiler
Agent of *Resident*

4/6/22
Date signed

On behalf of ACG, LLC:

Roger Boyd
Agent of *Owner*

4/6/22
Date signed

Both signatures witnessed by:

Tammy Freeman

4/6/2022
Date signed

AMCO Received 1.5.2024