

Department of Commerce, Community, and Economic
Development
**CORPORATIONS, BUSINESS &
PROFESSIONAL LICENSING**

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ENTITY DETAILS

Name(s)

Type	Name
Legal Name	L & H Enterprises LLC

Entity Type: Limited Liability Company

Entity #: 10158775

Status: Good Standing

AK Formed Date: 3/22/2021

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2023

Entity Mailing Address: 29945 ASPEN AVE, STERLING , AK 99672

Entity Physical Address: 29945 ASPEN AVE, STERLING , AK 99672

Registered Agent

Agent Name: Shantell Hacker

Registered Mailing Address: P.O. BOX 908, STERLING, AK 99672

Registered Physical Address: 35150 SCOUT LAKE LOOP, STERLING, AK 99672

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Shantell Hacker	Member	50.00
	Stephen T Lovelace	Member	50.00

Filed Documents

Date Filed	Type	Filing	Certificate
3/22/2021	Creation Filing	Click to View	Click to View
3/22/2021	Initial Report	Click to View	

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State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

L & H Enterprises LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **March 22, 2021**.

A handwritten signature in cursive script, appearing to read "Julie Anderson".

Julie Anderson
Commissioner



THE STATE
of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

AK Entity #: 10158775
Date Filed: 03/22/2021
State of Alaska, DCCED

FOR DIVISION USE ONLY

Domestic Limited Liability Company
Initial Biennial Report

Entity Name: L & H Enterprises LLC
Entity Number: 10158775
Home Country: UNITED STATES
Home State/Prov.: ALASKA
Physical Address: 29945 ASPEN AVE, STERLING , AK 99672
Mailing Address: 29945 ASPEN AVE, STERLING , AK 99672

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Shantell Hacker
Physical Address: 35150 SCOUT LAKE LOOP, STERLING, AK 99672
Mailing Address: P.O. BOX 908, STERLING, AK 99672

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Member
Stephen T Lovelace	29945 Aspen Ave, Sterling, AK 99672	50	X
Shantell Hacker	P.O. Box 908, Sterling, AK 99672	50	X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

NAICS Code: 111998 - ALL OTHER MISCELLANEOUS CROP FARMING

New NAICS Code (optional):

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Shantell Lacie Hacker

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

L & H Enterprises LLC

P.O. Box 908, Sterling, AK 99672

owned by

L & H Enterprises LLC

is licensed by the department to conduct business for the period

December 2, 2021 to December 31, 2023
for the following line(s) of business:

11 - Agriculture, Forestry, Fishing and Hunting



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner

OPERATING AGREEMENT FOR MEMBER-MANAGED LIMITED LIABILITY COMPANY

I. PRELIMINARY PROVISIONS

(1) *Effective Date:* This operating agreement of L & H Enterprises effective 3/20/2021, is adopted by the members whose signatures appear at the end of this agreement (the "Agreement").

(2) *Formation:* This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the state of Alaska on 3/20/21. A copy of this organizational document has been placed in the LLC's records book.

(3) *Name:* The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) *Registered Office and Agent:* The registered office of this LLC and the registered agent at this address are as follows:

The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) *Business Purposes:* The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following:

Cultivation & Manufacturing

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

(6) *Duration of LLC:* The duration of this LLC shall be perpetually. Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

II. MEMBERSHIP PROVISIONS

(1) *Non-liability of Members:* No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

(2) *Reimbursement for Organizational Costs:* Members shall be reimbursed by the LLC for organizational expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) *Management:* This LLC shall be managed exclusively by all of its members

(4) *Members' Percentage Interests:* A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

(5) *Membership Voting:* Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

(6) *Compensation:* Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

(7) *Members' Meetings:* The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting. If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the non-attending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each non-attending member promptly after the holding of the second postponed meeting. Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

(8) *Membership Certificates:* This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates. In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC. The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

(9) *Other Business by Members:* Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

III. TAX AND FINANCIAL PROVISIONS

(1) *Tax Classification of LLC:* The members of this LLC intend that this LLC be initially classified as a pass through entity for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

(2) *Tax Year and Accounting Method:* The tax year of this LLC shall be 2021. The LLC shall use the cash method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

(3) *Tax Matters Partner:* If this LLC is required under Internal Revenue Code provisions or regulations, it shall designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231 (a) (7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) *Annual Income Tax Returns and Reports:* Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065 - Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

(5) *Bank Accounts:* The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

(6) *Title to Assets:* All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

IV. CAPITAL PROVISIONS

(1) *Capital Contributions by Members:* Members shall make the following contributions of cash, property or services as shown next to each member's name below. Unless otherwise noted, cash and property described below shall be paid or delivered to the LLC on or by 3/20/2021. The fair market values of items of property or services as agreed between the LLC and the contributing member are also shown below. The percentage interest in the LLC that each member shall receive in return for his or her capital contribution is also indicated for each member.

<u>NAME & ADDRESS</u>	<u>CONTRIBUTION</u>	<u>% INTEREST IN LLC</u>
(1) <u>Stephen T Lovelace</u> <u>29945 Aspen Ave</u> <u>Sterling Ak 99672</u>	<u>\$50,000.00</u>	<u>50%</u>
(2) <u>Shantell L Hacker</u>	<u>\$50,000.00</u>	<u>50%</u>

35150 Scout Lake Loop Rd

Sterling AK 99672

(3) _____

(2) *Additional Contributions by Members:* The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

(3) *Failure to Make Contributions:* If a member fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the LLC to the member after the decision is made to terminate the membership of the delinquent member.

(4) *No Interest on Capital Contributions:* No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

(5) *Capital Account Bookkeeping:* A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

(6) *Consent to Capital Contribution Withdrawals and Distributions:* Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.

(7) *Allocations of Profits and Losses:* No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

(8) *Allocation and Distribution of Cash to Members:* Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by both of the members.

(9) *Allocation of Noncash Distributions:* If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

(10) *Allocation and Distribution of Liquidation Proceeds:* Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

V. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS

(1) *Withdrawal of Members:* A member may withdraw from this LLC by giving written notice to all other members at least 60 days before the date the withdrawal is to be effective.

(2) *Restrictions on the Transfer of Membership:* A member shall not transfer his or her membership in the LLC unless all non-transferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC. Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

VI. DISSOLUTION PROVISIONS

(1) *Events That Trigger Dissolution of the LLC:* The following events shall trigger dissolution of the LLC, except as provided:

- (a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, except that within 90 of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;
- (b) the expiration of the term of existence of the LLC if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;
- (c) the written agreement of all members to dissolve the LLC;
- (d) entry of a decree of dissolution of the LLC under state law.

VII. GENERAL PROVISIONS

(1) *Officers:* The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

(2) *Records:* The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC.

Copies of the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;

- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a ~~portion~~ of part or all of members' capital contributions; and
- a description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address. Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed, but copying costs shall be paid for by the requesting member.

(3) All Necessary Acts: The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC, may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

(4) Indemnification: The LLC shall indemnify the Member and those authorized officers, agents, and employees of the LLC identified in writing by the Member as entitled to being indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or officer, agent, or employee) or any such office, agent, or employee in connection with the business of the LLC, except to the extent prohibited by the laws of the state that governs this Agreement. In addition, the LLC may advance costs of defense of any proceeding to the Member or any such officer, agent, or employee upon receipt by the LLC of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the LLC.

(5) Mediation and Arbitration of Disputes Among Members: In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

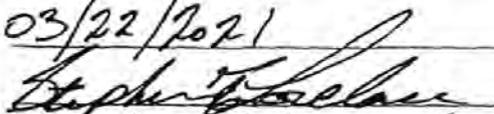
(6) Governing Law: This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the State in which the LLC was formed, without reference to the conflicts of law rules of that or any other jurisdiction.

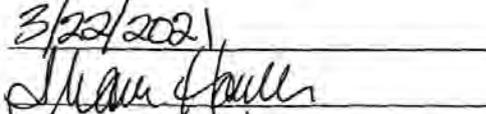
(7) Entire Agreement: This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.

(8) Severability: If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

VIII. SIGNATURES OF MEMBERS

Execution of Agreement: In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Date: 03/22/2021
Signature: 
Printed Name: SETH T. Lovelace, Member

Date: 3/22/2021
Signature: 
Printed Name: Shanell Hoeker, Member

Date: _____
Signature: _____
Printed Name: _____, Member

From: Sarah
To: shanalacie@gmail.com
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Concern
Date: Tuesday, May 11, 2021 4:56:40 PM

Shantelle and Stephen,

I wanted to pass this on to you so that you are aware of my objection unless proper filtration is in place. My brother in law operates the largest grow in WA state, and uses proper filtration such that one would never know what occurs behind closed doors. This is possible, and would allow those in our community who do not tolerate the smell of marijuana being grown to still enjoy all aspects of this community. I hope you are able to ensure this in your space to minimize the impact to others outside of your property lines.

With Kindness,

Sarah Pyhala

> Dear AMCO,

> I am writing to object to the addition of a local marijuana cultivation facility in Sterling, Alaska, on the corner of Feuding Lane and Aspen Avenue. That is, unless proper filtration systems are in place. I know of several people on the Peninsula who suffer from allergic reactions, some severe, to the scent of grow operations. This forces them to have to wear organic vapor masks in order to avoid anaphylactic shock while simply driving along the Sterling Highway. As this is a serious condition, and multiple operations do not presently have proper ventilation, these people are effectively prisoners within their own community. When placed within a neighborhood, or near public access, proper filtration of the air expressed from a commercial grow operation needs to be a priority, and if the operation doesn't have funding to protect those around them, they aren't responsible enough to be in business.

>

> Please, consider those whose health is truly impaired by this controlled substance, and require proper filtration systems to be installed so those in surrounding homes are not impacted.

>

> With Respect,

>

> Sarah Pyhala

From: Pamela Lloyd
To: shanalacie@gmail.com
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Opposition to license #29493
Date: Thursday, May 20, 2021 12:00:38 PM
Attachments: [image001.png](#)

Hi.

The licensing board requested that I send you a copy of my opposition to your grow operation. I'm also CCing the licensing board. While it's wordy, I'm sending the licensing boards reply to you also.

Clarification of some of my concerns would be appreciated.

My address is listed below.

Thank you,

Pamela Lloyd.

From: "Marijuana Licensing (CED sponsored)" <marijuana.licensing@alaska.gov>
Date: May 11, 2021 at 2:53:13 PM AKDT
To: Pamela Lloyd <pamela.lloyd5@gmail.com>, "Marijuana Licensing (CED sponsored)" <marijuana.licensing@alaska.gov>
Subject: **RE: Opposition to license #29493**

Good afternoon,

AMCO has received and filed your Public Comment on a Marijuana License Application, License #29493, Doing Business As: L & H Enterprises LLC.

In order for this to be considered an Objection under 3 AAC 306.065, you must do the following and submit the proof to AMCO within 30 days of the application being deemed complete:

- 1) You must provide a copy of your objection to the applicant via mail or email.
 - The applicant's email address is: shanalacie@gmail.com
 - The applicant's mailing address is:
Shantell Lacie Hacker, Stephen T Lovelace
29945 Aspen Avenue
Sterling, AK 99672
- 2) Proof of the submission to the applicant must be provided to the AMCO office (If you feel comfortable, this could be done by forwarding your email to shanalacie@gmail.com and copying marijuana.licensing@alaska.gov).

As is, your email will be logged as a public comment. However, if you do not file a formal objection under 3 AAC 306.065 within 30 days of the application being deemed complete (currently the application has not been submitted in full to our office), your comment will be forwarded to Management and presented to the board as a public comment at the next available Marijuana Control Board Meeting (once/if the application is submitted and deemed complete).

Completed Applications can be found on our website here:

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

AMCO does not notify objectors/commenters when an application is scheduled for consideration at a meeting, but you can find meeting information on AMCO's home page (<https://www.commerce.alaska.gov/web/amco/>) about halfway down the page in the blue "MCB Board Meeting" box. One week before each meeting, the meeting agenda will also be posted in this section. When you know that the application is complete, you can use the agenda to determine the order in which the item is being considered by the Board in case you wish to speak regarding your objection/comment.

Additional documents or questions may be submitted at marijuana.licensing@alaska.gov or via mail.

Sincerely,



Jacqlene Drulis

Occupational Licensing Examiner
Alcohol & Marijuana Control Office
550 West 7th Avenue, Suite 1600
Anchorage, Alaska 99501

From: Pamela Lloyd [mailto:pamela.lloyd5@gmail.com]
Sent: Thursday, May 6, 2021 9:11 AM
To: Marijuana Licensing (CED sponsored) <marijuana.licensing@alaska.gov>
Subject: Opposition to license #29493

To Whom It May Concern:

I am writing to express my NO opinion of the Marijuana Cultivation Facility (license #29493) that is being proposed at the corner of Feuding Lane and Aspen Av. This is a residential area with homes, bus stops, walkers and joggers with children, dogs and concerned neighbors. I would like to see it remain that way. There is plenty of acreage available on the Sterling Highway that would be more suitable for this type of business.

I am concerned about many issues.

-I am concerned about the environment and the impact on our water table from this operation. Marijuana grow houses require massive amounts of water. Will there be environmental studies to demonstrate the neighborhood will be protected from contaminants needed for growing? What in-house water treatment will be utilized for the waste water from the plants? Will there be a discharge of waste water laymen with chemicals from a hydroponic garden? Will their septic tanks have the capacity to handle the massive water needed for growing or will these contaminants leach into the ground water, poisoning our water table? "

-A grow house requires massive amounts of electricity. Will there be chemicals exhausted? From what I understand, the venting of air conditioners is set to circulate carbon dioxide to marijuana plants. This buildup of poisonous gases from the chemical nutrients can be released into the air of our residential neighborhood. The constant use of the exhaust fans could also increase a fire hazard. This hazard can extend to surrounding homes and the trees in this neighborhood. In the past five years, we have lived through several devastating fires. We do not need additional hazards!

-The odor issue needs to be addressed. I am also concerned about the noise factor in keeping the grow operation well ventilated, etc. How often do scrubbers maintain the odor? I've heard horror stories about the smell from such operations, as well as the noise from the

air circulation. Again, this is a residential neighborhood.

Grow houses can bring criminals, weapons and violence into our neighborhood. Growers sometimes arm themselves protect themselves and their operation.

-I live .8 miles from Feuding Lane and Aspen Av. I walk from my home on White Spruce Ave along Feuding Lane to the mailboxes daily and I am concerned about increased traffic from workers as well as people driving around the neighborhood looking for homes and property to vandalize or rob. Feuding Lane does not have walking shoulders and there is little space to walk off the road to let traffic pass. People do not follow the posted speed limit now, will we have additional traffic enforcement?

Thank you,

Pamela Lloyd

30238 While Spruce Av.

Sterling, AK. 99672

907-242-6007

From: Lynn Rickert
To: shanalacie@gmail.com
Cc: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Marijuana Cultivation
Date: Thursday, May 27, 2021 8:55:43 PM

Dear Shantell Lacie Hacker,

This letter is being sent to express my disapproval of a marijuana cultivation facility to be located on [29945 Aspen Avenue, Sterling, AK](#). Objections are listed below:

1. I, along with many neighbors who live in this area strongly object to having a marijuana cultivation facility doing business in our neighborhood because this is a residential family neighborhood not a business area.
2. The odor emitted from a marijuana cultivation facility will have a negative impact on our families, children and grandchildren. Exposure to these unpleasant odors will have an adverse effect on our quality of life.
3. Realtors say a marijuana cultivation facility will decrease our property values.
4. The approval of this license will squelch personal business opportunities, such as lodging fishing clients, etc.

Our neighborhood is gathering petition signatures due to these objections and even more objections which are not listed in my letter. Please consider these reasons for my disapproval.
Thank you.

Sincerely yours,

Lynn Rickert

Sent from my iPhone

Sent from my iPhone

Sent from my iPhone



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:	L&H Enterprises LLC	License Number:	29493		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	L&H Enterprises LLC				
Premises Address:	29945 Aspen Ave				
City:	Sterling	State:	AK	ZIP:	99672

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Stephen T Lovelace
Title:	Co-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?

We plan to open a manufacturing facility & retail store in the future but at a different location.



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.



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-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.

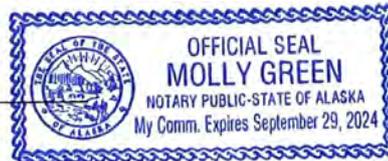
All marijuana establishment license applicants:

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.

Signature of licensee

Stephen Lovelace

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 9.29.24

Subscribed and sworn to before me this 18 day of December, 2021.



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:	L&H Enterprises LLC	License Number:	29493		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	L&H Enterprises LLC				
Premises Address:	29945 Aspen Ave				
City:	Sterling	State:	AK	ZIP:	99672

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Shantell Hacker
Title:	Co-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?

We plan to open a manufacturing facility & retail store in the future but at a different location.



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.



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
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 Phone: 907.269.0350

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:

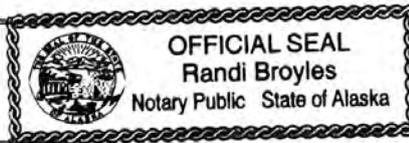
I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



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.

Shantell Hacker
 Signature of licensee



Randi Broyles
 Notary Public in and for the State of Alaska

Shantell Hacker
 Printed name of licensee

My commission expires: 07/21/23

Subscribed and sworn to before me this 3rd day of January, 2022.



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:	L&H Enterprises LLC	MJ License #:	29493		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	L&H Enterprises LLC				
Premises Address:	29945 Aspen Ave				
City:	Sterling	State:	Alaska	ZIP:	99672
Mailing Address:	29945 Aspen Ave				
City:	Sterling	State:	Alaska	ZIP:	99672
Designated Licensee:	Shantell Hacker				
Main Phone:	907-398-0000	Cell Phone:	907-398-0000		
Email:	shanalacie@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 doors to the building are not for general public, they will be for authorized personnel only. All access doors will be locked externally at all times. These doors will only be accessed via an electronic pin code. Once opened with a pin code, the commercial grade locks will automatically lock after 10 seconds. Back up to the electronic codes, will be by key, which only owners will hold. These door codes will be specific to each authorized user, if a user is terminated/leaves the company, the code will be deleted from the system. In addition to the automatic locks, all access doors will have the manual deadbolt locked after business hours.

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:

1. All Exterior doors will be locked at all times, with access only by pin code and with key back up. Pin codes will be granted to only authorized personnel, back up keys will only be held by the owners.
2. Proper signs according to 3 AAC 306.710 "Restricted access area, Visitors must be escorted." will be posted on all restricted access doorways.

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

A record log of visitors will be kept in the authorized area. This log will have details on, visitors name, ID/DL number (Confirming age of 21+), date, time, and authorized person's name escorting them. The escort will then assign them a visitor badge, the badge number will be noted on the visitor log. The visitors will remain with the escort at all times. If the visitor has personal issues to attend to, the authorized visit will end, and they will be escorted out of the un-authorized area. Furthermore, per AAC 306.710(b) the number of visitors per escort will be limited to 5 persons.



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:

<p>L&H Enterprises LLC 29945 Aspen Ave, Sterling, AK 99672</p> <p>EMPLOYEE</p> <p>PHOTO SIZE W-1 x H-1.3 in</p> <p>FIRST LAST NAME</p> <p>DESIGNATION</p> <p>DEPARTMENT DEPARTMENT</p> <p>JOINING 01-04-20XX</p>  <p>Badge Number</p>	<p>L&H Enterprises LLC 29945 Aspen Ave, Sterling, AK 99672</p> <p>Visitor</p> <p>By</p> <p>Escort</p> <p>Only</p>  <p>Visitor # X</p>
---	--

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 will be outside flood lights on each of the doorways as well as an extra large commercial security light on the peak of the North side of 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:

1. All door sensors security systems will be ran through YoLink, All 4 doors will have alarm sensors that will be triggered manually, once the final person has left for the day. If an alarm is triggered the owners will be notified on their mobile devices. We will then notify local authorities if deemed fit.
2. Security cameras will be ran through Lorex 24/7 with 40 days of storage being held in a secured area.
2. The owners will have remote access to live footage of the security cameras. This is to help prevent false alarms, but also to escelate notification to the authorities in a timelier manner if deemed fit.

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

Diversion of marijuana will not be tolerated at L&H Enterprises. Any person caught stealing, will be held to the fullest extent of the law. In refrence to AAC 306.730:inventory tracking. If at any time inventory tracking has discrepencies that cannot be explained, the business will close for operations until the discrepencies have been resolved. AS per inventory tracking regulations, L&H will keep active tracking up to date with Metrc

3.7. Describe your policies and procedures for preventing loitering:

1. No benches or outdoor seating available to the public
2. No public bathroom
3. No interior benches or seating available to the public
4. If loitering is apparent, they will be asked to leave the property. If, they need to be asked a second time to leave, local authorities will be notified.

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:

Security camera will be placed within the building, to allow no "black out" spots per 3 ACC 306.720. This will include all restricted areas. The entrance/exit to the restricted areas will also have security cameras placed per 3 ACC 306.720 regulations.

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:

1. All security surveillance footage will be kept per regulation 3ACC 306.720, a minimum of 40 days. of course, if there is any footage that is deemed to be criminal or maybe of interest to authorities, this will be held longer and handed over to the authorities as needed.
2. The surveillance storage devices will be in the restricted access area and will be kept in a locked cabinet. The access to this cabinet, will only by the owners and authorities.



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.

Handwritten initials in boxes corresponding to items a through j.

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:

1. Physical documents and records will be kept in the restricted access area. Current records and documents will be kept in a locking filing cabinet. Documents older than 60 days, will be housed in a secured cabinet; this cabinet will only be accessed by the owners.

2. The computers or hard drives storing any electronic documents will be locked physically by a cable to a secure point, in the restricted access area. These locks will only be managed by the owners.

3. Periodically, these digital files will be backed up to a hard drive and stored with the physical documents under lock and key.



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):

Weighing , packaging, transporting & labeling, will be some of the in house training for all authorized personel. Following all guidelines and laws is of utmost importance to L&H Enterprises.



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):

Facilities are located in the building next door to the cultivation facility & are accessible to all authorized personnel.

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 for transport, in opaque, air tight, food grade bags. These bags will be shipped in the secure trunk area, inside a tamper-apparent container, of a discrete vehicle. To prevent movement during transportation, the containers will be secured in the vehicle using the appropriate tie downs. The vehicle will not be labeled or have advertisements for the company as to mitigate any unwanted attention. Appropriate shipping documents, transport manifest, and handling will be the sole responsibility of the driver. After loaded, the vehicle will remain locked and secure at all times. Per 306.750 the vehicle will travel directly to the retail/manufacturing facility, with no unnecessary stops in between.



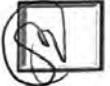
Form MJ-01: Marijuana Establishment Operating Plan

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):

No signs will be posted on the cultivation facility



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):

Our Logo will be a simple bold print L&H with enterprise written underneath



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

[Signature]
Signature of licensee

Shona Baker
Printed name of licensee



[Signature]
Notary Public in and for the State of Alaska

My commission expires: 9/20/2023

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



(Additional Space as Needed):

N/A



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-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:	L&H Enterprises LLC	MJ License #:	29493		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	L&H Enterprises LLC				
Premises Address:	29945 Aspen Ave				
City:	Sterling	State:	Alaska	ZIP:	99672



Alaska Marijuana Control Board
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

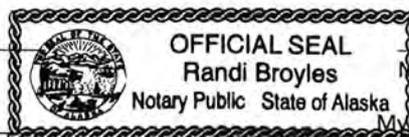
The following additional details must be included in Diagram 5:

- 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.

Shana Hacker
 Signature of licensee

Shana Hacker
 Printed name of licensee



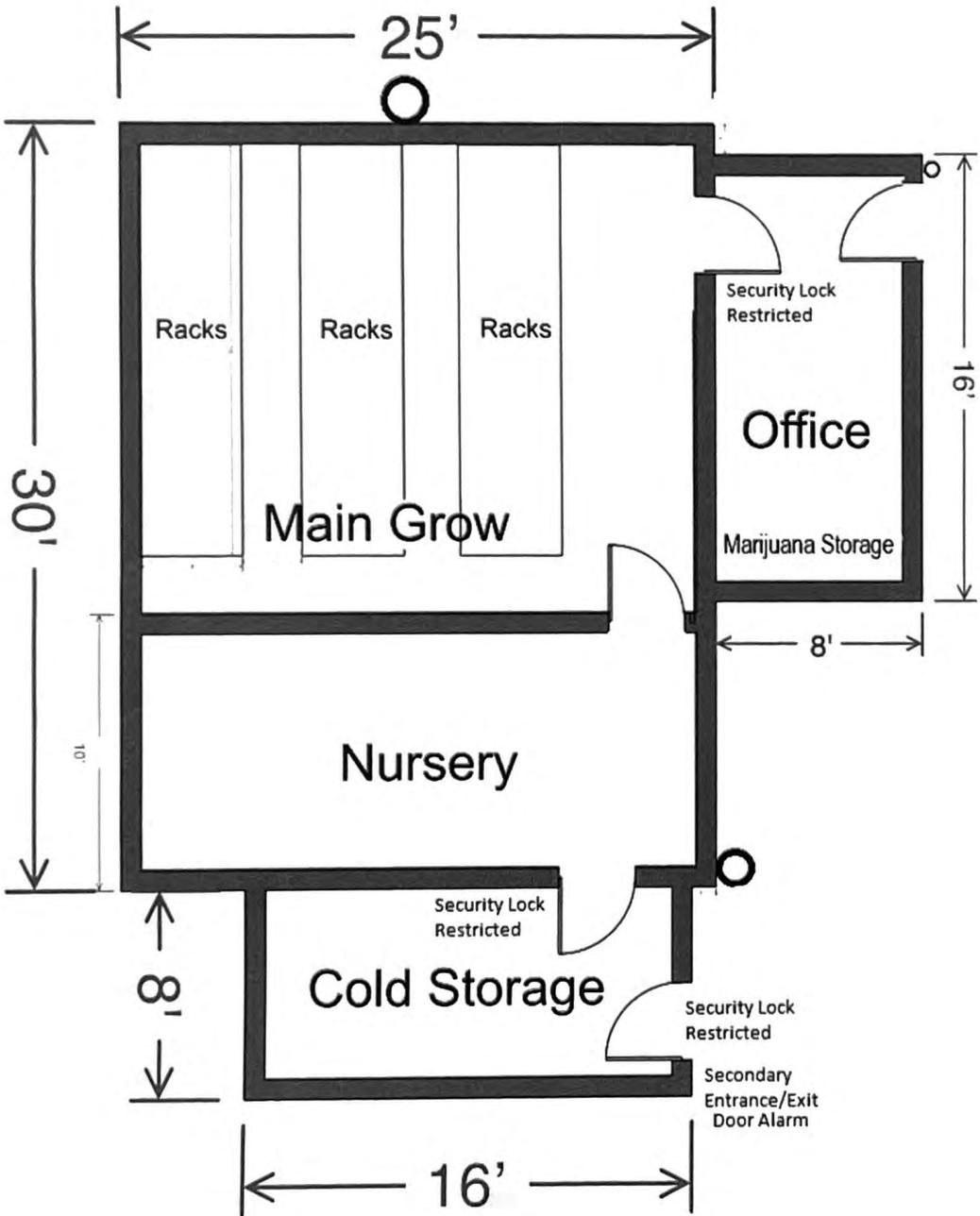
Randy Broyles
 Notary Public in and for the State of Alaska

My commission expires: 07/21/23

Subscribed and sworn to before me this 3rd day of January, 2022.

29493

Received by AMCO 1/3/2022

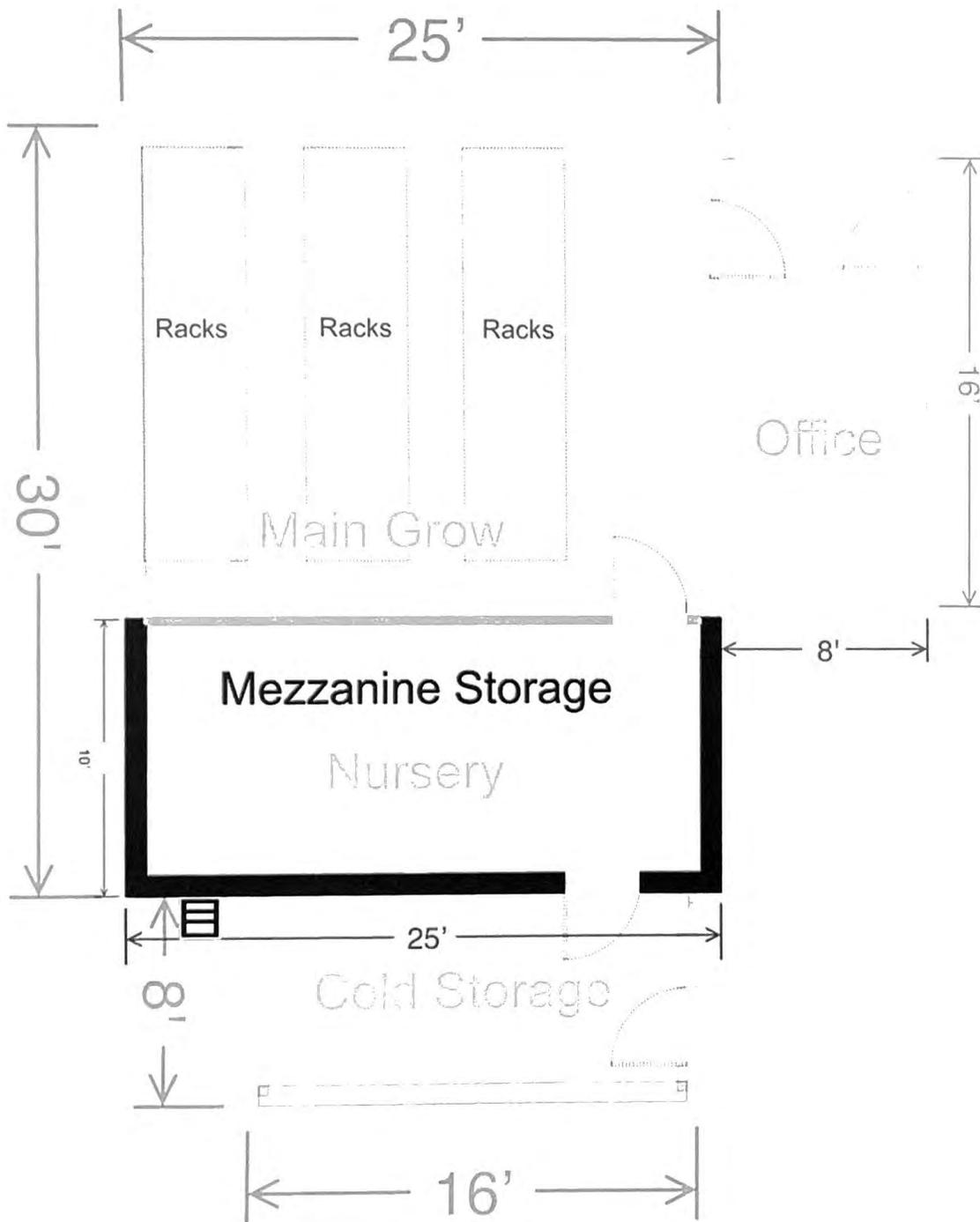


License # 29493	DBA: L & H Enterprises LLC
Diagram 1,2,5	
Door	24 Hr Outside Light
	Exhaust Vent

Main Entrance/Exit
Door Alarm
Security Lock
Restricted

Entire Premise
Restricted Access
Only



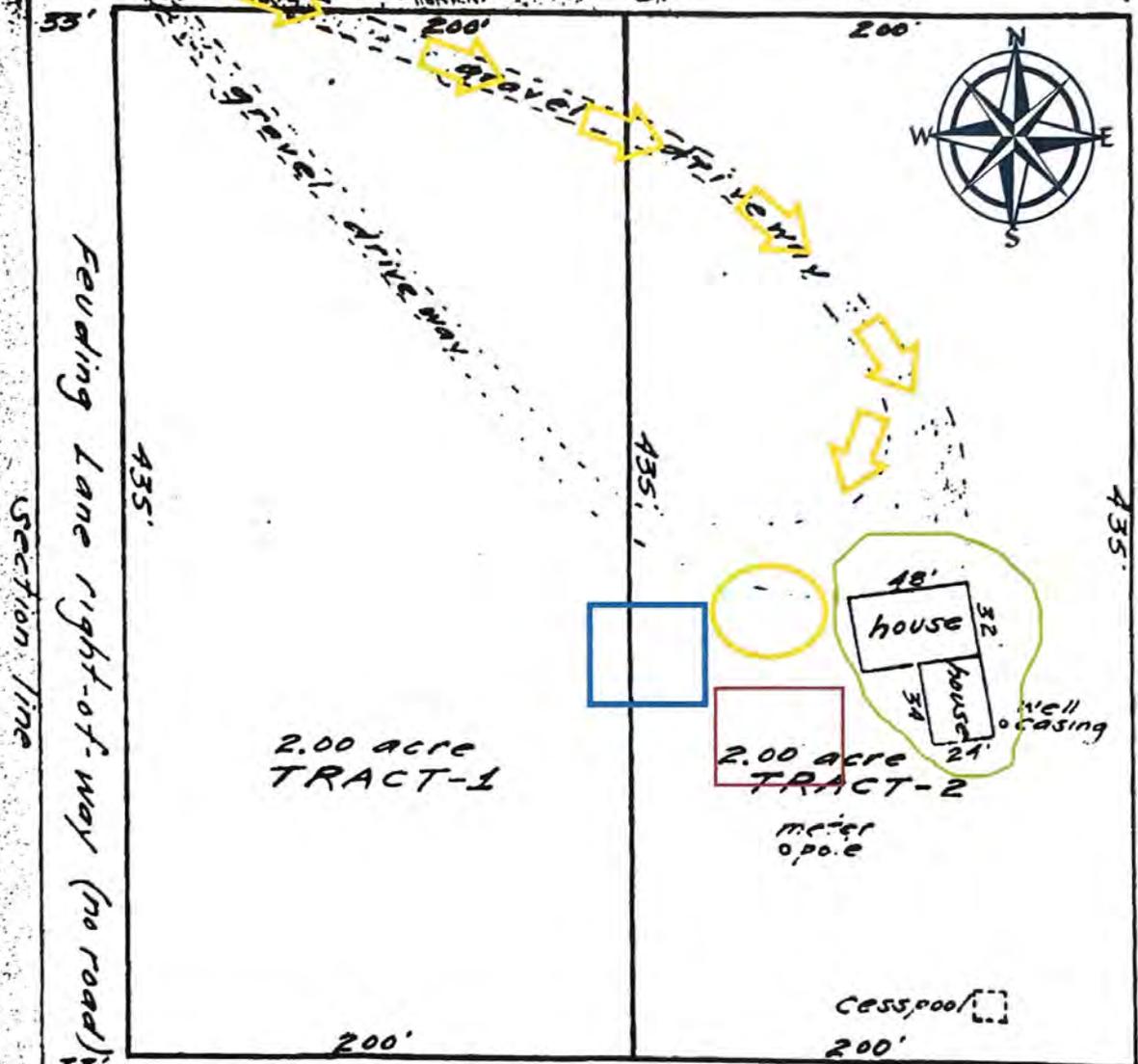


License # 29493	DBA: L & H Enterprises LLC
Diagram 1,2,5 Cont	
Door	 24 Hr Outside Light  Exhaust Vent



Scale
1" = 60'

Centerline of Section 23, T5N, R6W, S. 1
Aspen Road right-of-way (no road)



2.00 acre
TRACT-1

2.00 acre
TRACT-2

I HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY: TRACTS 1 & 2 OF THE GREEN ACRES SUBDIVISION, NEAR RECORDING PRECINCT, ALASKA; AND THAT THE IMPROVEMENTS ARE WITHIN THE PROPERTY LINES AS SHOWN, THAT NO IMPROVEMENTS ON THE ADJOINING PROPERTY ENCROACH ON SAID TRACTS 1 & 2, AND THAT THERE ARE NO ROADWAYS, TRANSMISSION LINES OR OTHER VISIBLE EASEMENTS ACROSS THESE TRACTS.

BY: CHARLES L. PARKER, R.L.S. 237
~~XXXXXXXXXX~~ SOLDOTNA, ALASKA
C.L.P. October 25, 1976,



License # 25493	DBA: L & H Enterprises LLC
Diagram 3	
License Premise	Parking
Ingress/Egress	Non-License

License # 29493	DBA: L & H Enterprises LLC
Diagram 4	
 License Premise	 Parking
 Ingress/Egress	 Non-License





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Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

What is this form?

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation 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 4** 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 306.420(2).

What additional information is required for cultivation facilities?

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

- Prohibitions
- Cultivation plan
- Waste disposal
- Odor control
- Testing procedure and protocols
- Packaging and labeling

This form must be completed and submitted to AMCO's main office before any new or transfer application for a standard marijuana cultivation facility or limited marijuana cultivation 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:	L&H Enterprises LLC	MJ License #:	29493		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	L&H Enterprises LLC				
Premises Address:	29945 Aspen Ave				
City:	Sterling	State:	Alaska	ZIP:	99672



Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility's operations. Include information regarding the flow of marijuana from seed or clone to harvest and transfer from your premises:

Germination and cloning will be done in the nursery room, once plants are rooted and in vegg state they will be moved to the main flowering room and placed on one of the 3 level rack systems with containment trays under each plant. Each plant will be assigned a batch # tracked through the marijuana tracking system. Once the plants are mature, they will be harvested and cured in the same main growing room where tempature and humidity can be controlled. Once cured each strain will be segregated and placed inside opaque plastic food grade bags, inside an air tight 5 gallon food safe bucket, inside a locked double door cabinet. Any marijuana product leaving the facility will be logged in the MITS program, with a transport manifest kept with said product at all times.

Section 3 – Prohibitions

Review the requirements under 3 AAC 306.405 and 3 AAC 306.410.

3.1. I certify that the marijuana cultivation facility will not:

- a. sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation;
b. allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on the licensed premises or within 20 feet of the exterior of any building or outdoor cultivation facility; or
c. treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana.

Initials

Handwritten initials in boxes for each item.

Section 4 – Cultivation Plan

Review the requirements under 3 AAC 306.420 and 3 AAC 306.430.

4.1. Describe the size of the space(s) the marijuana cultivation facility intends to be under cultivation, including dimensions and overall square footage. Provide your calculations below:

Nursery is a 10' x 25' inclosed room located on the south end of the cultivation facility, equaling 250 square feet of space. Vegg/Flower area will be a large 30' x 25' vaulted ceiling room with mezzanine on the south end wall. The square footage is 750 square feet.



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

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

4.2. The proposed area(s) for cultivation are clearly identified on the Form MJ-02: Premises Diagram that is submitted with this application.

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

Yes No

4.3. Will the marijuana cultivation facility include outdoor production?

If "Yes", describe the outdoor structure(s) or the expanse of open or clear ground and how it is fully-enclosed by a physical barrier:

4.4. Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility, whether indoors or outdoors, cannot be observed by the public from outside the facility:

All grow rooms are inclosed in a secure building with no windows and protected by code only locks with additional deadbolts. Furthermore, the grow rooms are seperated from the outside entry of the building by a seperate locked entryway.

4.5. Describe the marijuana cultivation facility's growing medium(s) to be used:

We will be using a commercial growers blend of soil.

4.6. Provide the complete product name and EPA registration # (if applicable) for each of the cultivation facility's pesticide and pest control product to be used. All proposed products must be on DEC's list of approved pesticides in the state of Alaska:

1. Lost Coast Plant Therapy, Which is exempt under FIFRA section 25(b) as a minimum risk pesticide.
2. Safer Brand, #567 Pyrethrin & Insecticidal Soap concentrate EPA #59913-9

4.7. Describe all other fertilizers, chemicals, gases, and delivery systems, including carbon dioxide management, to be used at the marijuana cultivation facility:

1. Jacks Profesional (fertilizer) 25-5-15
 2. Jacks Bloom Boost (fertilizer) 10-30-20
 3. Raw Kelp (fertilizer) 0-0-1
 4. CloneX Solution 1-0.6-1
 5. Clonex Rooting Gel
 6. Unsulfured Molasses
- * We do not plan on using any gases in the cultivation facility.



Form MJ-04: Marijuana Cultivation Facility Operating Plan Supplemental

4.8. Describe the marijuana cultivation facility's irrigation and waste water systems to be used:

Due to all watering sources being held in (2) 500 gallon containers, and watering being done by hand, there should be no waste water or irrigation system required.
Any feeding solutions that have been flushed through the growing medium will be caught in growing trays below each pot, which will be drained & collected to be recycled.

Section 5 – 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

5.1. The marijuana cultivation 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.

SH

5.2. Describe how you will store, manage, and dispose of any solid or liquid marijuana waste, including wastewater generated during marijuana cultivation, 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:

All marijuana plant waste (including roots, stalks, leaves & stems) will be stored inside a commercial trash can with a sealed lid creating odor and pest control for 3 days until said ground waste is mixed with equal amounts of wood/paper/cardboard before being double bagged with commercial grade black trash bags and disposed of at the KPB Solid Waste- Sterling Transfer Facility.
An email will be sent to the board notifying of the disposal 3 days prior to doing so.
All marijuana dirt medium will be stored in a bulk pile on-site to be recycled for gardening & landscaping needs.
All non compostable materials (plastic grow pots etc) will be gathered in commercial grade black plastic bags and deposited at the KPB Solid Waste - Sterling transfer Facility.



Section 6 – Odor Control

Review the requirements under 3 AAC 306.430.

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

Yes No

6.1. Have you received an exemption from your local government for the odor control requirement set forth in 3 AAC 306.430(c)(2)?

Yes No

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

Initials

I am attaching to this form documentation of my odor control exemption from the local government.

If "No" to question 6.1., describe the odor control method(s) to be used and how the marijuana cultivation facility will ensure that any marijuana at the facility does not emit an odor that is detectable by the public from outside the facility:

Air will be pre heated, circulated and odor controlled by way of a 10in charcoal filtered intake into the office space and then pulled into the main flower room by an 8 inch charcoal filtered intake. From there, air is blown out of the flower room and into the nursery by another charcoal filtered 8 inch fan and then exhausted out through the mezzanine eve by another 10inch charcoal filtered exhaust. Additionally, air will be circulated from the main flower room into the nursery by two 6 inch fans and two additional charcoal filters all tied into the central control.

Section 7 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.455 and 3 AAC 306.465.

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 and agree that the board or director will, from time to time, require the marijuana cultivation facility to provide samples of the growing medium, soil amendments, fertilizers, crop production aids, pesticides, or water for random compliance checks.

7.2. I will ensure that any individual responsible for collecting random, homogenous samples for required laboratory testing under 3 AAC 306.455 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.

7.3. Describe the testing procedures and protocols the marijuana cultivation facility will follow:

1. After segregating cured harvested marijuana flowers and bud they will be stored in an opaque food grade plastic bags, inside a 5 gallon bucket with sealed twist on lids.
 - a. Each segregated strain will have a random sample pulled, bagged in opaque plastic bag, labeled for testing facility (amount will vary by testing facility)
2. An authorized person will be designated to not only collect the sample but to also prepare a signed statement showing each sample has been randomly selected for testing. This sworn statement will be provided to the testing facility as well as maintaining a copy for our business records.
3. Authorized personel will fill out all information in the marijuana inventory tracking system, print a copy of the transport manifest that will be kept with the products at all times during transport.
4. Segregated strains will be stored in opaque plastic food safe bags, inside an air tight 5 gallon food safe bucket, locked inside a designated double door cabinet in the cold storage area of the cultivation facility.

29493

Received by AMCO 5/13/2022

5/13



Section 8 – Packaging and Labeling

Review the requirements under 3 AAC 306.470 and 3 AAC 306.475.

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

Yes No

8.1. Will the marijuana cultivation facility be packaging marijuana for a retail marijuana store to sell to a consumer without repackaging?

Yes: [checked] No: []

If "Yes", describe how the marijuana cultivation facility will ensure that the marijuana sold will meet the packaging requirements in 3 AAC 306.470, and provide a sample label that the facility will use to meet the labeling requirements set forth in 3 AAC 306.475:

- All marijuana from the cultivation facility will be labeled per AAC 306.470 and AAC 306.475
1. packages will not exceed one ounce for retail store reselling (without additional handling)
2. Each package will be labeled with a.) Cultivation name and license number b.)Harvest batch number assigned to the Marijuana in the package c.) Net weight of marijuana in the package d.) Name of strain
3. Warning statements 1-5 as in AAC 306.475 (see sample label in additional space on page 7)
4.Each package will be an opaque, child resistant, resealable container.
5. Each package will have the generated tracking number from the marijuana tracking system.
6. Complete list of all pesticides, fungicides, and herbicides.
7. Name of licensed marijuana testing facility that preformed the required lab testing.

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

Yes No

8.2. Will the marijuana cultivation facility be packaging marijuana in wholesale packages?

Yes: [checked] No: []

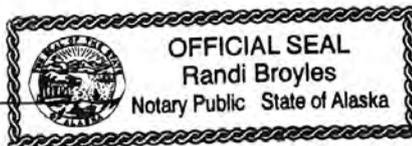
If "Yes", describe how the marijuana cultivation facility will ensure that the marijuana sold will meet the packaging requirements in 3 AAC 306.470, and provide a sample label that the facility will use to meet the labeling requirements set forth in 3 AAC 306.475:

- 1. Wholesale packages will not exceed 5 pounds per AAC 306.470 to either retail stores or to a manufacturing facility.
2. Each package will be labeled with a.) Cultivation name and license number b.) harvest batch number assigned to the marijuana in the package c.) net weight of marijuana in the package d.)name of strain
3. Each wholesale package will have the generated tracking number provided by the marijuana tracking system
4. Testing results including all required tests under AAC 306.645 (1-4)
5. Each wholesale package will have a label affixed to the tamper-evident container it will be shipped in, along with the shipping manifest generated in the marijuana tracking system.

I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and AS 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

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

Signature of licensee (Shana Hacker)



Signature of Notary Public (Randi Broyles)

Shana Hacker

Printed name of licensee

My commission expires: 07/21/23

Subscribed and sworn to before me this 3rd day of January, 2022.

29493

Received by AMCO 1/3/2022



(Additional Space as Needed):

Sample label for 8.1 & 8.2

Grown By L&H Enterprises #29493

3.5g Marijuana

Strain: God Bud

HB #11XXX

THC: 20.02%

Fungicides, Herbicides, Pesticides: None

MIT Tracking # xxxxxx

Testing Facilities name

(1) Marijuana has intoxicating effects and may be habit forming and addictive. (2) Marijuana impairs concentration, coordination, and judgement. Do not operate a vehicle or machinery under its influence. (3) There are health risks associated with consumption of marijuana. (4) For use only by adults twenty-one and older. Keep out of the reach of children. (5) Marijuana should not be used by women who are pregnant or breast feeding.



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-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:	L&H Enterprises LLC	License Number:	29493		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	L&H Enterprises LLC				
Premises Address:	29945 Aspen Ave				
City:	Sterling	State:	AK	ZIP:	99672

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: 12-3-21 End Date: 12-13-21

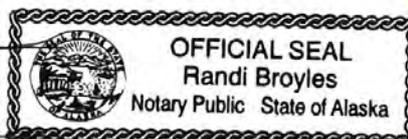
Other conspicuous location: Sterling Post Office

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

Shana Hacker
 Signature of licensee

Shana Hacker

Printed name of licensee



Randi Broyles
 Notary Public in and for the State of Alaska

My commission expires: 07/21/23

Subscribed and sworn to before me this 3rd day of January, 20 22.



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marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

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:	L&H Enterprises LLC	License Number:	29493		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	L&H Enterprises LLC				
Premises Address:	29945 Aspen Ave				
City:	Sterling	State:	AK	ZIP:	99672

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): Kenai Peninsula Borough Date Submitted: 4/22/2021

Name/Title of LG Official 1: Tatyana Shassetz Name/Title of LG Official 2: _____
clerk admin. assistant

Community Council: _____ Date Submitted: _____
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

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

[Signature]
 Signature of licensee
Shana Hacker
 Printed name of licensee



[Signature]
 Notary Public in and for the State of Alaska
 My commission expires: 9/20/2023

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



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Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

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Section 1 – Establishment Information

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

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License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	L&H Enterprises LLC		
Premises Address:	29945 Aspen Ave		
City:	Sterling	State:	AK
		ZIP:	99672

Section 2 – Certification

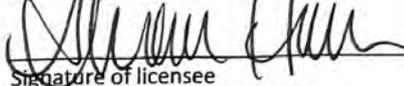
I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): Kendai Peninsula Borough Date Submitted: 01/03/22

Name/Title of LG Official 1: _____ Name/Title of LG Official 2: _____

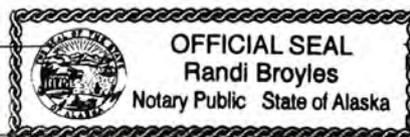
Community Council: _____ Date Submitted: _____
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

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


 Signature of licensee

Shana Hacker

Printed name of licensee




 Notary Public in and for the State of Alaska

My commission expires: 07/21/23

Subscribed and sworn to before me this 3rd day of January, 2022.



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-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:	L&H Enterprises LLC	License Number:	29493		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	L&H Enterprises LLC				
Premises Address:	29945 Aspen Ave				
City:	Sterling	State:	AK	ZIP:	99672

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Stephen Todd Lovelace				
Title:	Co-Owner				
SSN:		Date of Birth:			



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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.

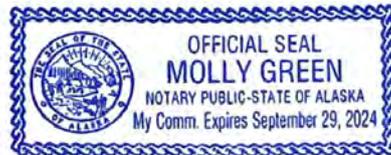
Stephen Lovelace
Signature of licensee

[Signature]
Notary Public in and for the State of Alaska

Stephen Lovelace
Printed name of licensee

My commission expires: 9.29.24

Subscribed and sworn to before me this 18 day of December, 2021.





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:	L&H Enterprises LLC	License Number:	29493		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	L&H Enterprises LLC				
Premises Address:	29945 Aspen Ave				
City:	Sterling	State:	AK	ZIP:	99672

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Shantell Lacie Hacker				
Title:	Co-Owner				
SSN:		Date of Birth:			



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Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

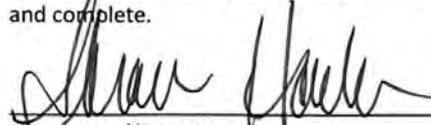
I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

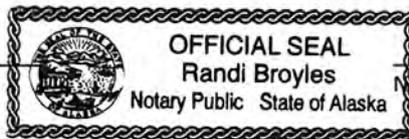
I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

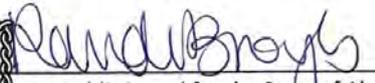
I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

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




Notary Public in and for the State of Alaska

Shantell Hacker

Printed name of licensee

My commission expires: 07/21/23

Subscribed and sworn to before me this 3rd day of January, 2022

29493

Received by AMCO 1/3/2022

Alcohol & Marijuana Control Office**License Number:** 29493**License Status:** New**License Type:** Standard Marijuana Cultivation Facility**Doing Business As:** L & H Enterprises LLC**Business License Number:** 2144780**Designated Licensee:** Shantell Hacker**Email Address:** shanalacie@gmail.com**Local Government:** Kenai Peninsula Borough**Local Government 2:** - No Local Government -**Community Council:****Latitude, Longitude:** 60.508617, -150.646350**Physical Address:** 29945 Aspen Ave
Sterling, AK 99672
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10158775**Alaska Entity Name:** L & H Enterprises LLC**Phone Number:** 907-398-0000**Email Address:** shanalacie@gmail.com**Mailing Address:** 29945 Aspen Avenue
Sterling, AK 99672
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Stephen Lovelace**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-953-1787**Email Address:** Stlovelace1@gmail.com**Mailing Address:** 29945 Aspen Avenue
Sterling, AK 99672
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Shantell Hacker**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-398-0000**Email Address:** shanalacie@gmail.com**Mailing Address:** PO Box 908
Sterling, AK 99672
UNITED STATES**Note:** No affiliates entered for this license.

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this 28th day of December, 2021

BETWEEN:

All Ways Alaska

(the "Landlord")

- AND -

L&H Enterprises LLC

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the Kenai Peninsula, municipally described as 29945 Aspen Ave. Sterling AK 99672 (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. No animals are allowed to be kept in or about the Property.

5. Parking space is not provided under the terms of this Lease and no vehicle may park on or about the Property.
6. The Tenant and members of the Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.
7. The Tenant and members of the Tenant's household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property.

Term

8. The term of the Lease commences at 12:00 noon on December 28, 2021 and ends at 12:00 noon on December 28, 2022.
9. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Alaska (the "Act").

Rent

10. Subject to the provisions of this Lease, the rent for the Property is \$2,500.00 per month (the "Rent").
11. The Tenant will pay the Rent on or before the first (1st) day of each and every month of the term of this Lease to the Landlord at 29945 Aspen Ave. Sterling AK 99672 or at such other place as the Landlord may later designate by cash or check.
12. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

Inspections

13. The Tenant acknowledges that the Tenant inspected the Property, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.
14. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

15. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
- b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
- c. removing or adding walls, or performing any structural alterations;
- d. installing a waterbed(s);
- e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

16. The Tenant is responsible for the payment of all utilities in relation to the Property.

Insurance

17. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
18. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

Attorney Fees

19. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

20. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Alaska.

Severability

21. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
22. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

23. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

24. Without the prior, express, and written consent of the Landlord, the Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. A consent by the Landlord to one assignment, subletting, concession, or license will not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. Any assignment, subletting, concession, or license without the prior written consent of the Landlord, or an assignment or subletting by operation of law, will be void and will, at the Landlord's option, terminate this Lease.

Additional Clause

25. Disclaimer: The landlord may not take possession of any marijuana or marijuana product. AMCO will be contacted in the event that this is necessary.

Damage to Property

26. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

27. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

28. The Tenant will not engage in any illegal trade or activity on or about the Property.
29. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
30. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
31. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
32. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

33. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Address for Notice

34. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:
 - a. Name: L&H Enterprises LLC.
 - b. Phone: (907) 398-0000.
35. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
 - a. Name: All Ways Alaska.
 - b. Address: 29945 Aspen Ave. Sterling AK 99672.

The contact information for the Landlord is:

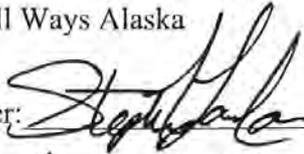
- c. Phone: (907) 953-1787.

General Provisions

36. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
37. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
38. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
39. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
40. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
41. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
42. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
43. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
44. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
45. This Lease constitutes the entire agreement between the Parties.
46. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
47. Time is of the essence in this Lease.

IN WITNESS WHEREOF L&H Enterprises LLC and All Ways Alaska have duly affixed their signatures on this 28th day of December, 2021.

All Ways Alaska

Per:  (Seal)


L&H Enterprises LLC

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 28th day of December, 20 21.


L&H Enterprises LLC

From: Leitha
To: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Objection to License!
Date: Tuesday, April 27, 2021 11:04:58 AM

I just recently became aware that an application for a Marijuana License has been applied for by Stephen T Lovelace & Shantel Lacie Hacker. They applied for a new Standard Marijuana Cultivation Facility license, license #29493 doing business as L & H Enterprises LLC, located at 29945 Aspen Ave., Sterling AK 99672.

I, along with many neighbors who live nearby, strongly object the approval of this license. This is a residential family neighborhood. This is not the place for a Marijuana grow Facility. The odor emitted from a Marijuana Cultivation Facility will have a negative impact on our family neighborhood. Our children & grandchildren should not have to grow up smelling the extremely unpleasant offensive odors that these places put out. Exposure to these unpleasant odors will affect our quality of life on every level.

After contacting a realtor, we were also informed our property values will decrease. We have a Petition & are gathering signatures.

Please consider our concerns to our objections. Thank you.

Sincerely,

Leitha R. Mallatt

From: Candice Kirsch
To: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Marijuana Cultivation Objection
Date: Tuesday, April 27, 2021 1:52:22 PM

I just recently became aware that an application for a Marijuana License has been applied for by Stephen T Lovelace & Shantel Lacie Hacker. They applied for a new Standard Marijuana Cultivation Facility license, license #29493 doing business as L & H Enterprises LLC, located at 29945 Aspen Ave., Sterling AK 99672.

I, along with many neighbors who live nearby, strongly object the approval of this license. This is a residential family neighborhood. This is not the place for a Marijuana grow Facility.

The odor emitted from a Marijuana Cultivation Facility will have a negative impact on our family neighborhood. Our children & grandchildren should not have to grow up smelling the extremely unpleasant offensive odors that these places put out. Exposure to these unpleasant odors will affect our quality of life on every level.

After contacting a realtor, we were also informed our property values will decrease. We have a Petition & are gathering signatures.

Please consider our concerns to our objections. Thank you.

Sincerely,

Tim and Candice Kirsch

Sent from my iPhone

From: Brian Groseclose
To: [Marijuana Licensing \(CED sponsored\)](#)
Subject: Deny #29493
Date: Tuesday, May 18, 2021 10:12:26 AM

Dear AMCO,

I am writing to ask you to deny application #29493 as L&H Enterprises LLC, located at 29945 Aspen Ave, Sterling, AK 99672.

I am a local resident in Sterling and strongly oppose marijuana sales, use, and any growing operations in our local area. The amount of drivers under the influence of alcohol and marijuana is increasing dramatically. I see this nearly every day and am angry when I smell marijuana while driving, riding on bike paths, in my neighborhood, and just about every public place I go. I have discussed these encounters with several personal friends that work in law enforcement. They are frustrated that not much is or can be done due to the sensitive nature of all the rules, protection laws, and such.

I am also very opposed to having any marijuana operation in a family neighborhood, where many children play year round. People from all over the country recreate in their summer homes, many older retired folks live in the area, and with all of the families present, it is not a place conducive to this kind of operation. We don't need increased traffic, more drivers under the influence, or any of this undesirable activity in our neighborhood.

The government has allowed this negative activity to be legalized for the sake of tax revenue but the negative effects are costing our society much more than will ever be gained in taxes. I strongly oppose this application and ask that you would please consider denying it.

Thank you,

Brian Groseclose
37340 Mountain Ridge Rd.
Sterling, AK 99672

From: Wendy Holland
To: [Marijuana Licensing \(CED sponsored\)](#)
Subject: No to marijuana cultivation on Aspen Ave. in Sterling
Date: Wednesday, April 28, 2021 6:06:51 PM

marijuana.licensing@alaska.gov

I just recently became aware that an application for a Marijuana License has been applied for by Stephen T Lovelace & Shantel Lacie Hacker. They applied for a new Standard Marijuana Cultivation Facility license, license #29493 doing business as L & H Enterprises LLC, located at 29945 Aspen Ave., Sterling AK 99672.

I, along with many neighbors who live nearby, strongly object the approval of this license. This is a residential family neighborhood. This is not the place for a Marijuana grow Facility.

The odor emitted from a Marijuana Cultivation Facility will have a negative impact on our family neighborhood. Our children & grandchildren should not have to grow up smelling the extremely unpleasant offensive odors that these places put out. Exposure to these unpleasant odors will affect our quality of life on every level.

After contacting a realtor, we were also informed our property values will decrease. We have a Petition & are gathering signatures.

Please consider these concerns to our objections. Thank you.

Sincerely,

Wendy Holland
36622 Scotsman street
Sterling, Alaska, 99672

Sent from my iPhone

AMCO

APR 28 2021

April 26, 2021

P.O. Box 546

36660 Feuding Ln.

Sterling, AK 99672

To the Alcohol and
Marijuana Control Office,

We are writing to object to the marijuana license application of Stephen J. Lovelace and Shantell Lacie Hacker (3 AAC 306.400(a)(1) Standard Marijuana Cultivation Facility, license 29493 as L & H Enterprises LLC, located at 29945 Aspen Ave., Sterling, AK 99672, United States.

The reasons we object to the facility are the potential problems that such a facility could pose in our neighborhood as follows:

- Massive amounts of water and electricity are required.
- Power surges or outages can damage neighbors' electrical devices.

→

- Wells using a communal aquifer may be affected.

- Public safety in the neighborhood (may attract criminal activity).

- There can be a buildup of poisonous gases from the chemical nutrients used in the production of marijuana crop. These poisonous gases are also vented outside and released into the neighborhood.

- Exhaust fans can accelerate a fire, increasing a fire hazard which can extend to surrounding homes in the neighborhood.

- Impact on value of property in the neighborhood.

- The smell of stench released into the neighborhood especially during flowering and harvesting.

- Increased noise.

- Increased traffic.

- Substantial amount of nasty runoff.

- Proximity to a school bus stop.

Thank you very kindly
for your consideration of this matter,
Les & Lynne Anderson

PUBLISHER'S AFFIDAVIT

UNITED STATES OF AMERICA,
STATE OF ALASKA

} SS:

Jeff Hayden being first duly sworn, on oath deposes and says:

That I am and was at all times here in this affidavit mentions, Supervisor of Legals of the Sound Publishing / Peninsula Clarion, a newspaper of general circulation and published at Kenai, Alaska, that the advertisement, a printed copy of which is hereto annexed was published in said paper on the dates listed below:

Marijuana Legal
12/08/21
12/15/21
12/22/21

Marijuana Cultivation Facility License Application

L & H Enterprises LLC is applying under 3 AAC 306.400(a)(1) for a new Standard Marijuana Cultivation Facility license, license #29493, doing business as L & H Enterprises LLC, located at 29945 Aspen Ave, Sterling, AK, 99672, 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.

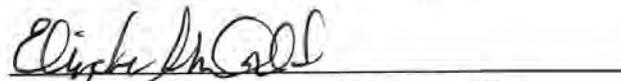
Pub: December 8, 15 & 22, 2021

944690

x 

SUBSCRIBED AND SWORN before me on this

29th day of December, 2021.



NOTARY PUBLIC in favor for the State of Alaska.

My commission expires 3/6/2024.

Elizabeth A. McDonald
Notary Public, State of Alaska
Commission #200306009
My Commission Expires March 6, 2024