

# Application for Special Land Use Permit for Alcohol

Municipality of Anchorage  
 Planning Department  
 PO Box 196650  
 Anchorage, AK 99519-6650

## PETITIONER\*

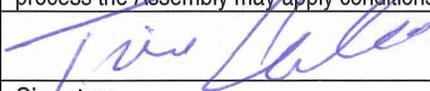
## PETITIONER REPRESENTATIVE (if any)

Name (last name first) <b>MARENCO, BRETT</b>	Name (last name first)
Mailing Address <b>PO BOX 58</b>	Mailing Address
<b>GIRDWOOD, AK 99587</b>	
Contact Phone – Day Evening <b>907.351.0035</b>	Contact Phone – Day Evening
Fax	Fax
E-mail <b>BRETT@GIRDWOODBREWING.COM</b>	E-mail

\*Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

## PROPERTY OWNER AUTHORIZATION\* (if petitioner is not property owner)

(I)(WE) hereby grant permission to and acknowledge that person shown as the petitioner on this application is applying for a special land use permit for the retail sales of alcoholic beverages on a property under (MY)(OUR) ownership and that as part of the special land use permit process the Assembly may apply conditions which will be (MY)(OUR) responsibility to satisfy.

	<b>8-30-16</b>
Signature	Date
Print Name <b>Tim Cabang</b>	

\*Disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

## ALCOHOLIC BEVERAGE CONTROL BOARD LICENSE PROPOSED

<input type="checkbox"/> Beverage Dispensary	<input type="checkbox"/> Brew Pub	<input type="checkbox"/> Recreational Site
<input type="checkbox"/> Beverage Dispensary, Duplicate	<input checked="" type="checkbox"/> Brewery	<input type="checkbox"/> Other (please explain):
<input type="checkbox"/> Beverage Dispensary-Tourism	<input type="checkbox"/> Club	
<input type="checkbox"/> Beverage Dispensary-Tourism, Duplicate	<input type="checkbox"/> Package Store	

Is the proposed license:  New  Transfer of location from:  
 Amendment

ABC license number: **APP. JUST SUBMITTED, JEG ATTACHED COPY**

I hereby certify that (I am)(I have been authorized to act for) owner of the property described above and that I petition for a retail sale of alcoholic beverages special land use permit in conformance with Title 21 of the Anchorage Municipal, Code of Ordinances. I understand that payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the special land use permit. I also understand that assigned hearing dates are tentative and may have to be postponed by the Planning Department, Municipal Clerk, or the Assembly, for administrative reasons.

	<b>8.18.16</b>
Signature	Date
<input checked="" type="checkbox"/> Petitioner <input type="checkbox"/> Representative	
(Representatives must provide written proof of authorization from petitioner)	

Print Name

Accepted by: <b>EM</b>	Poster & Affidavit: <b>1 + affidavit</b>	Fee: <b>\$1,925</b>	Case Number: <b>2016-0131</b>	Requested Meeting Date: <b>12-6-16</b>
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**FACILITY OPERATIONAL INFORMATION**

What is the proposed or existing business name? (Provide both if name is changing)  
**GIRDWOOD BREWING COMPANY**

What is the gross leaseable floor space in square feet?  
**3,040 (735 sf interior taproom + 800 sf outdoor beer garden)**

What will be the normal business hours of operation?  
**11AM - 8PM**

What will be the business hours that alcoholic beverages will be sold or dispensed?  
**11AM - 8PM**

What do you estimate the ratio of food sales to alcohol beverage sales will be?  
**100 % Alcoholic beverage sales**  
 % Food sales

Type of entertainment proposed: (Mark all that apply)  
 Recorded music    Live music    Floor shows    Patron dancing    Sporting events    Other    None

Do you propose entertainment or environmental conditions in the facility that will meet the definition of "indecent material" as set forth in AMC 8.50.020 or "adult entertainment" as set forth in AMC 10.40.050?    Yes    No

Do you propose conditions in the facility that fall under AMC 10.40.050 Adult oriented establishment?    Yes    No

**DISTANCE FROM CHURCHES, DAY CARE, AND SCHOOLS**

Locate and provide the names and address of all churches, day care, and public or private schools within 200 feet of the site property lines.

Name	Address
<b>GIRDWOOD CHAPEL</b>	<b>102 HEAVENLY VALLEY DRIVE</b>

**PACKAGE STORES**

Provide the projected percentage of alcoholic product inventory in the store where the retail unit price is:

\_\_\_\_\_ % less than \$5.00

\_\_\_\_\_ % \$5.00 to \$10.00

\_\_\_\_\_ % \$10.00 to \$25.00

**100** % greater than \$25.00

**SPECIAL LAND USE PERMIT FOR ALCOHOL APPROVAL CRITERIA**

The Assembly may only approve the special land use permit for alcohol if it finds that **all** of the following approval criteria are satisfied. Each standard must have a response in as much detail as it takes to explain how your project satisfies the standard. The burden of proof rests with you.

1. The proposed use is consistent with the comprehensive plan and all applicable provisions of this title and applicable state and federal regulations.
2. The proposed use is consistent with the purpose and intent of the zoning district in which it is located, including any district-

**PUBLIC SAFETY**

When application is made for the renewal or transfer of location or transfer of ownership of a beverage dispensary license restaurant or eating place license, or package store license, the Assembly shall consider whether the operator can demonstrate the ability to maintain order and prevent unlawful conduct in a licensed premises. In determining the operator's demonstrated ability to maintain order and prevent unlawful conduct, the Assembly may consider police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection. For purposes of this section and Section 10.50.035 "licensed premises" shall include any adjacent area under the control or management of the licensee.

*What are the proposed precautions to maintain order and prevent unlawful conduct at the licensed premises?*

Inside facility: 3602 SERVING LIMIT WILL BE POSTED AS WELL AS STATEMENT REFUSING TO SERVE INTOXICATED INDIVIDUALS

Outside facility: 3602 SERVING LIMIT WILL BE POSTED AS WELL AS STATEMENT REFUSING TO SERVE INTOXICATED INDIVIDUALS (POSTED IN BEER GARDEN AREA)

**PAYMENT OF TAXES AND DEBTS**

When application is made for renewal of a license the assembly shall consider, pursuant to AS 4.11.330, whether the applicant is delinquent in payment of taxes owed to the Municipality. When application is made for transfer of ownership of a license the Assembly shall consider, pursuant to AS 4.11.360, whether the municipality has received either payment or adequate security, for the payment of any debts or taxes, including any estimated taxes for the current year, arising from the conduct of the licensed business. Adequate security" for the payment of debts and taxes may be in the form of: 1) escrowed funds sufficient to Pay the debts and taxes claimed and any escrow fees; 2) actual payment of debts and taxes claimed; or, 3) a guarantee agreement in accordance AMC 10.50.030. Any guarantee agreement shall be in writing. signed by the transferor, transferee and Municipality

- Yes     No    *Are real estate and business property taxes current?*
- Yes     No    *Are there any other debts owed to the Municipality of Anchorage?*

**PUBLIC HEALTH**

If application is made for the renewal or transfer of location or transfer of ownership of a license, the Assembly shall consider whether the operator has engaged in a pattern of practices injurious to public health or safety, such as providing alcohol to minors or intoxicated persons, committing serious violations of State law relevant to public health or safety, or other actions within the knowledge and control of the operator which place the public health or safety at risk. In determining if a pattern of practices injurious to public health or safety exists, the Assembly may consider criminal convictions, credible proof of illegal activity even if not prosecuted, police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection.

- Yes     No    *As the applicant and operator can you comply? If no explain:*



# Municipality of Anchorage

## (RE) SUBMITTAL INFORMATION FORM



Please mark the correct box(es) below for each discipline that you are responding to.

Your (re)submittals will be routed only to the disciplines marked. Each discipline should be addressed individually.

- ZONING
- TRAFFIC
- PRIVATE DEVELOPMENT
- STORM WATER
- RIGHT OF WAY
- ARCHITECTURAL
- STRUCTURAL
- PLUMBING
- MECHANICAL
- ELECTRICAL
- RESIDENTIAL
- FIRE
- FLOOD HAZARD
- ELEVATOR (fill out info below for elevator only)

Residential

Commercial

# of units being installed: \_\_\_\_\_

Note: New Drawing sheets must be inserted in the permit set at MOA by owner or owner's representative.

Permit Number C16-1041

**SUBMITTAL**

AUG 05 2016

Legal Description

Subdivision: Alpine View Estates Ph 3

Block: \_\_\_\_\_ Lot: \_\_\_\_\_ Tract: \_\_\_\_\_

(RE) SUBMITTAL DESCRIPTION: Pictures delineating natural vegetation preservation

Contact Name Rory Marenco Phone Number (907) 830-6982

SUBMITTAL

AUG 05 2016

C116-1041

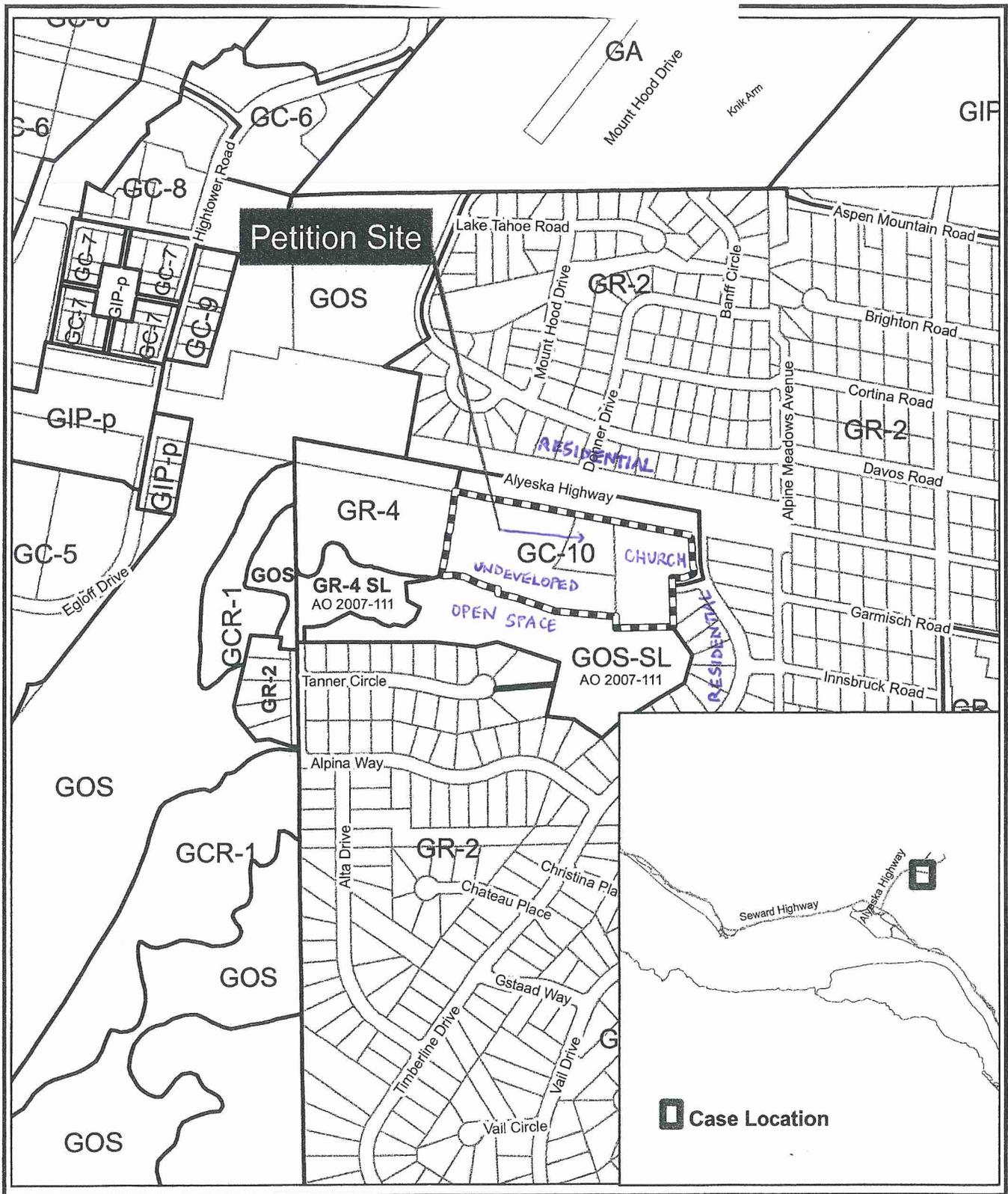


# SUBMITTAL

AUG 05 2016

C16-1041





Municipality of Anchorage  
 Planning Department

Date: November 23, 2015



**Barganier, Tony A.**

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**From:** Girdwood Brewing Co. <info@girdwoodbrewing.com>  
**Sent:** Friday, August 12, 2016 11:37 AM  
**To:** Barganier, Tony A.  
**Subject:** Fwd: Brewery Update

Tony,  
See below for the proposed colors.  
cheers,  
Brett

Girdwood Brewing Co.

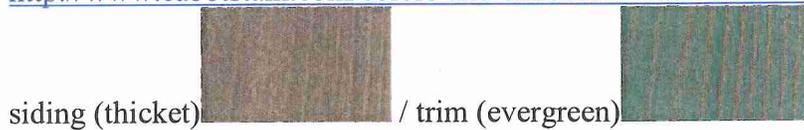
----- Forwarded message -----

**From:** Girdwood Brewing Co. <info@girdwoodbrewing.com>  
**Date:** Tue, Aug 9, 2016 at 11:26 AM  
**Subject:** Re: Brewery Update  
**To:** packardmd@muni.org  
**Cc:** Grant Mathews <grantmathews@triadak.com>, Dave Grenier <davegrenier@triadak.com>

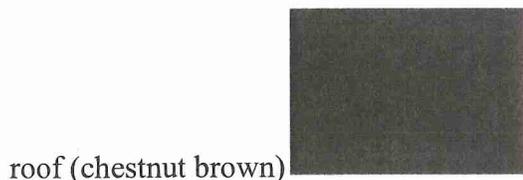
Michael,

Here are links to the color swatches for the building exterior:

<http://www.cabotstain.com/colors-and-finishes/families/Semi-Transparent-Colors.html>



[http://ascbp.com/files/CC150\\_CladdingColorChart.pdf](http://ascbp.com/files/CC150_CladdingColorChart.pdf)



**SUBMITTAL**  
AUG 15 2016  
C16-1041

These colors conform to the Girdwood Land Use Regulations 21.09.080.F section 6.

This should be all you need to provide the final approval on the LUP.

cheers,  
Brett

# Girdwood Brewing Company Parking Requirements

## Parking Calculation:

Per the AMC 21.07.090:

28 spaces required = 3 for 2,240 sf of residential mixed dwelling, 7 for 1,920sf of commercial fitness/ rec center, 2 for 1,482sf of industrial general manufacturing, 8 for 735sf of interior taproom + 8 for 800sf of outdoor beer garden)

28 space provided

Per Table 21.07-4

Residential 1 for each residence + .5 for each additional bedroom

Restaurant 1/ 100sf gfa and outdoor seating area

Fitness 1/300sf

General Manufacturing 1/ 750sf for 1000-3000sf



Girdwood Brewing Co. <girdwoodbrewing@gmail.com>

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## Girdwood Brewing Company Outdoor Beer Garden

2 messages

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**Girdwood Brewing Co.** <info@girdwoodbrewing.com>  
To: "Fisher, Timothy W (DPS)" <timothy.fisher@alaska.gov>

Mon, Sep 26, 2016 at 8:25 AM

Tim,

We are in the process of filing our Special Land Use Permit for serving alcohol with the P&Z. We are entertaining the idea of having an outdoor beer garden area for patrons to gather, does this require any review/ approval from you?

cheers

Rory

Girdwood Brewing Co.

---

**Fisher, Timothy W (DPS)** <timothy.fisher@alaska.gov>  
To: "Girdwood Brewing Co." <info@girdwoodbrewing.com>

Mon, Sep 26, 2016 at 9:52 AM

Hey Rory;

Yes, usually, but depends...confused – let me try to clarify. Sometimes a file update is sufficient.

We need to accomplish a review if it is enclosed of course, or if it is not enclosed but locks or blocks people from getting out of a fenced in area...so we usually require some panic hardware on a gate to ensure that the public can exit the beer garden safely without having to climb fences or re-enter the building.

So, I recommend a review, but if the public can exit safely such as 3' fencing with open gate, etc. then a file update would be sufficient...but I'm not sure that would fly with AMCO.

Let me know if you have any further questions.

Take care;

**Tim**

Plans Examiner

www.akburny.com ,

Plan Review Bureau

SOA, DPS, DFLS

**From:** Girdwood Brewing Co. [mailto:info@girdwoodbrewing.com]

**Sent:** Monday, September 26, 2016 8:25 AM

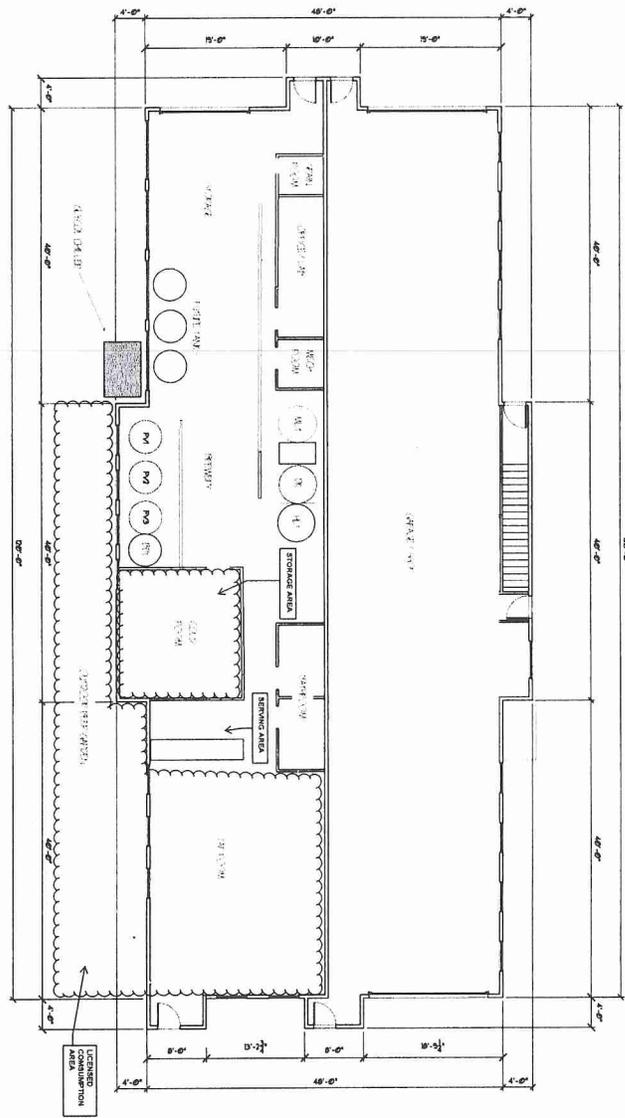
**To:** Fisher, Timothy W (DPS)

**Subject:** Girdwood Brewing Company Outdoor Beer Garden

[Quoted text hidden]



**A1.1** First Floor Plan  
Scale: 1/8" = 1'-0"



Interior Consumption Area  
(Taproom) = 735 sqft  
Exterior Consumption Area  
(Outdoor Beer Garden) = 800 sqft

NO.	REVISION	DATE

DRAWN BY: J. BOYD  
 CHECKED BY: J. BOYD  
 DATE: 08/08/07  
 SHEET TITLE: FIRST FLOOR PLAN  
 SHEET NO.: A1.1

Girdwood Brewery  
Girdwood, Alaska

**Oien Associates, Inc.**  
 Construction Management    Engineering    Inspection

36327 Hanson Drive  
 Eagle River, AK 99577

Phone: (907) 634-0501  
 Fax: (907) 634-0505  
 email: bob@oien.com

Submitted by: Chair of the Assembly at  
the Request of the Mayor  
Prepared by: Planning Department  
For reading: August 14, 2007

1 **CLERK'S OFFICE**

Anchorage, Alaska

2 **APPROVED**

AO 2007-111

3 Date: 9-11-07

4  
5 AN ORDINANCE AMENDING THE ZONING MAP AND PROVIDING FOR THE  
6 REZONING OF APPROXIMATELY TEN (10) ACRES:

7  
8 A) FROM GOS (GIRDWOOD OPEN SPACE DISTRICT) AND GR-2 (SINGLE  
9 FAMILY AND DUPLEX DISTRICT) TO GOS (GIRDWOOD OPEN SPACE  
10 DISTRICT); AND

11  
12 B) FROM GOS (GIRDWOOD OPEN SPACE DISTRICT) AND GCR-1  
13 (COMMERCIAL RECREATION - GOLF/NORDIC SKI) TO GR-2 (SINGLE  
14 FAMILY AND DUPLEX DISTRICT); AND

15  
16 C) FROM GOS (GIRDWOOD OPEN SPACE DISTRICT) TO GR-4 (MULTI  
17 FAMILY DISTRICT);

18  
19 ALL AS SHOWN ON EXHIBIT 'A,' FOR ALPINE VIEW ESTATES SUBDIVISION,  
20 PHASE 2, TRACT B AND A PORTION OF SUPPLEMENTAL CADASTRAL  
21 SURVEY, TRACT 17C, GENERALLY LOCATED SOUTH OF ALYESKA HIGHWAY  
22 AND EAST OF GLACIER CREEK.

23  
24 (Girdwood Board of Supervisors) (Planning and Zoning Commission Case 2007-082)

25  
26 THE ANCHORAGE ASSEMBLY ORDAINS:

27  
28 **Section 1.** The zoning map shall be amended by designating the following described  
29 property as GOS, GR-2, GR-4 with Special Limitations:

30  
31 Alpine View Estates Subdivision, Phase 2, Tract B and a portion of Supplemental  
32 Cadastral Survey, Tract 17C, generally located south of Alyeska Highway and east of  
33 Glacier Creek, containing approximately ten acres, as shown on Exhibits "A," "B" and  
34 "C." The approximate zoning district boundaries are shown on Exhibit "B."

35  
36 **Section 2.** This zoning map amendment is subject to the following special limitations and  
37 effective clauses:

38  
39 1. Boundaries of the rezone and land exchange areas, as shown on Exhibit "A," are only  
40 approximate at this time. The rezoning shall not become effective until:  
41

1 a. The boundary area of the HLB Parcel 06-36 is surveyed to establish the  
2 eastern most boundary of the Class A Wetland. Once the  
3 Class A Wetland boundary has been more accurately established, the HLB  
4 parcel shall be platted to establish a 25 foot boundary that extends beyond the  
5 edge of the wetland. This 25-foot "buffer" shall remain in HLB ownership; other  
6 boundaries of the HLB parcel shall be enlarged in order to convey 1.93 acres to  
7 Glacier View LLC.  
8

9 b. The north boundary of the HLB parcel shall be platted to reflect a 75 foot  
10 stream setback, except where adjacent to uplands, in which case the parcel  
11 boundary shall have a 25-foot stream setback. The 25 and 75-foot setbacks shall  
12 remain in HLB ownership.  
13

14 c. After final surveying of parcel boundaries, the applicant shall resolve  
15 water and sewer utility easements with AWWU.  
16

17 d. Final alignment of internal local roads and perimeter collector roads will  
18 depend on stream and wetland locations, soils suitability tests, and other  
19 engineering requirements, and may result in minor changes to lot lines and  
20 zoning district boundaries. Such changes will be subject to an Administrative  
21 Review.  
22

23 **2. Special Limitations:**  
24

25 a. Alpine View zoning amendment areas #1 and #2 shall have a 75-foot stream  
26 setback, except where adjacent to uplands, in which case the setback shall be 25  
27 feet.  
28

29 b. Due to stream, wetland, and other environmental considerations, density on  
30 the 2.5 acre Amendment Area #2 GR-4 rezone shall be limited to a maximum  
31 of eight dwelling units per acre, and subject to administrative site plan review.  
32

33 **3. All other requirements of AO 2005-72 (S), and the Land Exchange Agreement, dated**  
34 **February 22, 2007, remain in effect.**  
35

36 **Section 3.** The special limitations set forth in this ordinance prevail over any inconsistent  
37 provisions of Title 21 of the Anchorage Municipal Code, unless specifically provided  
38 otherwise. All provisions of Title 21 of the Anchorage Municipal Code not specifically  
39 affected by a special limitation set forth in this ordinance shall apply in the same manner as  
40 if the district classification applied by the ordinance was not subject to special limitations.  
41

42 **Section 4.** This ordinance shall become effective within ten (10) days after the Director of  
43 the Planning Department has received the written consent of the owners of the property  
44 within the area described in Section 1 above to the special limitations contained herein.  
45 The rezone approval contained herein shall automatically expire and be null and void if the  
46 written consent is not received within one hundred twenty (120) days after the date on

1 which this ordinance is passed and approved. The Director of the Planning Department  
2 shall change the zoning map accordingly.  
3

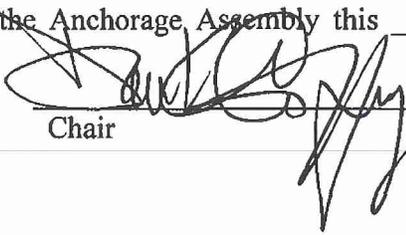
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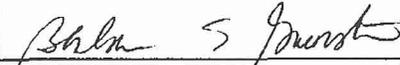
6

7

PASSED AND APPROVED by the Anchorage Assembly this 11<sup>th</sup>  
day of September 2007.

  
Chair

ATTEST:

  
Municipal Clerk

8

**MUNICIPALITY OF ANCHORAGE**  
**Summary of Economic Effects -- General Government**

AO Number: 2007- 111

Title: An Ordinance amending the zoning map and providing for the rezoning of approximately 10 acres from GOS and GR-2 and GCR-1 to GOS and GR-2 and GR-4; for Tract B Alpine View Estates Subdivision, Phase 2 and a portion of Supplemental Cadastral Survey, Tract 17C, generally located south of Alyeska Highway and east of Glacier Creek.

Sponsor:  
 Preparing Agency: Planning Department  
 Others Impacted:

<b>CHANGES IN EXPENDITURES AND REVENUES:</b>		<b>(In Thousands of Dollars)</b>			
	<u>FY07</u>	<u>FY08</u>	<u>FY09</u>	<u>FY10</u>	
<b>Operating Expenditures</b>					
1000 Personal Services					
2000 Non-Labor					
3900 Contributions					
4000 Debt Service					
<b>TOTAL DIRECT COSTS:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
Add: 6000 Charges from Others					
Less: 7000 Charges to Others					
<b>FUNCTION COST:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>REVENUES:</b>					
<b>CAPITAL:</b>					
<b>POSITIONS: FT/PT and Temp</b>					

**PUBLIC SECTOR ECONOMIC EFFECTS:**  
 Approval of this rezone should have no significant impact on the public sector. The rezone is part of a land exchange, and there is no net change in the amount of land being rezoned from residential districts to open space districts.

**PRIVATE SECTOR ECONOMIC EFFECTS:**  
 Approval of the rezone should have no significant economic impact on the private sector other than to change the location of the residential districts.

Property Appraisal notes:

Prepared by: Jerry T. Weaver Jr. Telephone: 343-7939

Validated by OMB: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Director, Preparing Agency)

Concurred by: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Director, Impacted Agency)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Municipal Manager)



**MUNICIPALITY OF ANCHORAGE  
ASSEMBLY MEMORANDUM**

No. AM 473 -2007

**Meeting Date:** August 14, 2007

**From:** Mayor

**Subject:** Planning and Zoning Commission Case 2007-082 recommendation of approval to rezone a total of approximately ten (10) acres for Alpine View Estates Subdivision, Tract B and a portion of Supplemental Cadastral Survey, Tract 17C, generally located south of Alyeska Highway and east of Glacier Creek:

- a) From GOS (Girdwood Open Space District) and GR-2 (Single Family and Duplex District) to GOS (shown as area "1" on the attached map); and
- b) From GOS and GCR-1 (Commercial recreation – golf/Nordic ski) to GR-2 (shown as HLB parcel on the attached map); and
- c) From GOS to GR-4 (Multi family District) (shown as area "2" on the attached map).

1  
2 This is a request by Glacier View, LLC to rezone several tracts totaling  
3 approximately ten acres. The rezoning request involves a land trade between the  
4 Municipality and Glacier View LLC. The land trade has been approved by the  
5 Municipal Assembly and Heritage Land Bank subject to the applicant rezoning and  
6 replatting the properties. There are also other requirements with which the applicant  
7 must comply. The land exchange agreement is attached. Glacier View LLC is  
8 required to rezone and replat the properties as part of the land exchange, and pay all  
9 the costs (floodplain studies, stream mapping, etc.) associated with the rezone and  
10 replat.

11  
12 An amendment to the Girdwood Area Plan (GAP) is also required which has been  
13 approved by the Planning and Zoning Commission and will be scheduled for  
14 Assembly approval in the near future.

15  
16 In summary, the applicant will be giving the Municipality approximately  
17 8.7 acres of GOS and GR-2 (to be rezoned GOS) property. In exchange,

1 the applicant will maintain ownership of a 2.5-acre parcel, rezoned from  
2 GOS to GR-4, and will gain a 1.9-acre parcel from the Municipality  
3 rezoned from GOS and GCR-1 to GR-2.

4  
5 The Planning and Zoning Commission recommends rezoning the property with the  
6 Special Limitations and Effective Clauses and all other requirements of the Land  
7 Exchange Agreement. The vote was 6 ayes, 0 nays.

8  
9 The request is in compliance with the *Girdwood Area Plan* and the proposed uses are  
10 compatible with the surrounding area. The Girdwood Land Use Committee and  
11 Board of Supervisors support the land exchange and rezoning.

12  
13 THE ADMINISTRATION CONCURS WITH THE PLANNING AND ZONING  
14 COMMISSION RECOMMENDATION FOR THE REZONING.

15  
16 Prepared by: Jerry T. Weaver Jr., Zoning Administrator, Planning Department

17 Concur: Tom Nelson, Director, Planning Department

18 Concur: Mary Jane Michael, Executive Director, Office of Economic and  
19 Community Development

20 Concur: James Reeves, Municipal Attorney

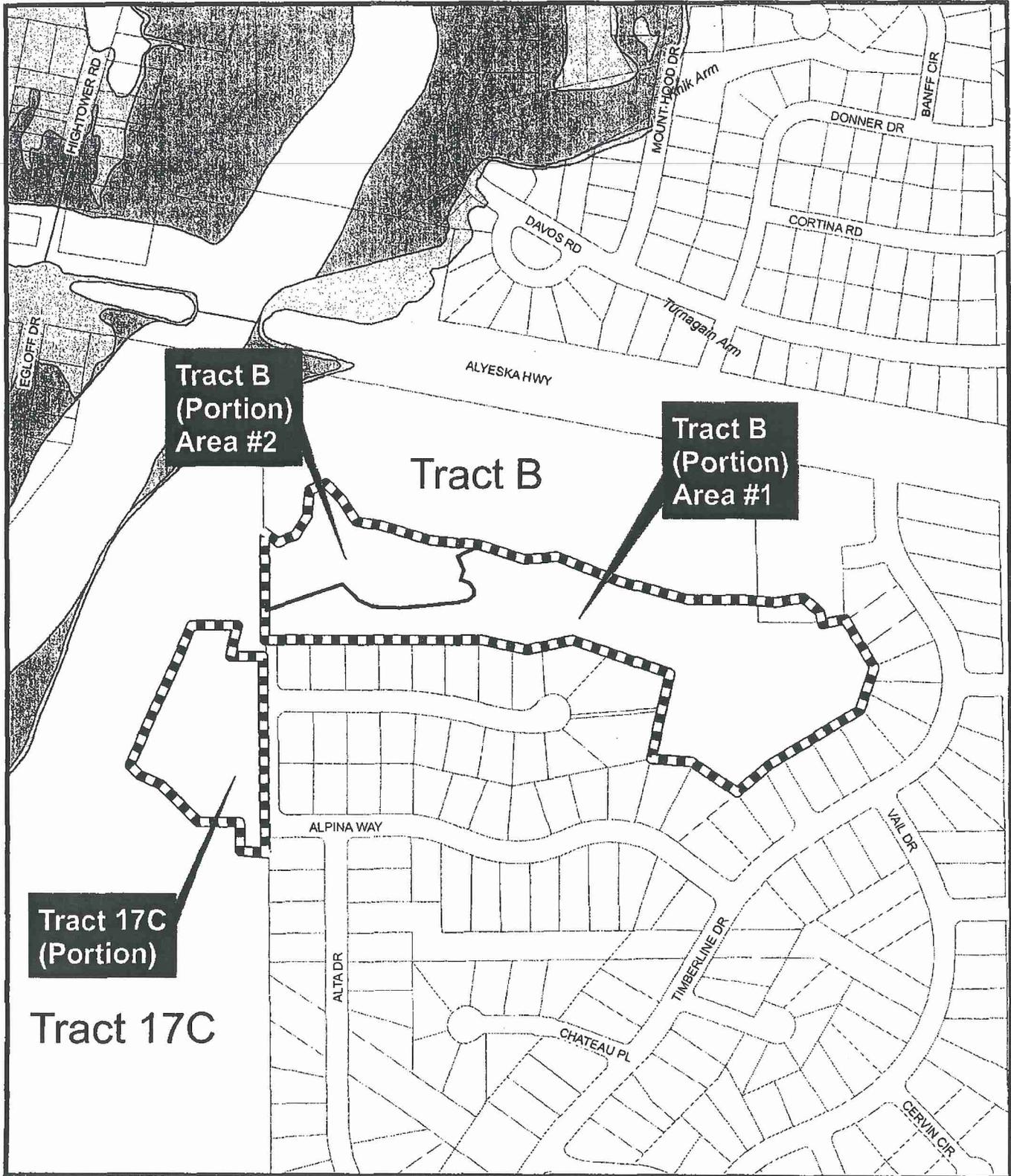
21 Concur: Denis C. LeBlanc, Municipal Manager

22 Respectfully submitted, Mark Begich, Mayor

23

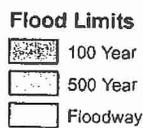
# REZONE 2007-082

# Exhibit A



Municipality of Anchorage  
Planning Department

Date: July 29, 2007



001

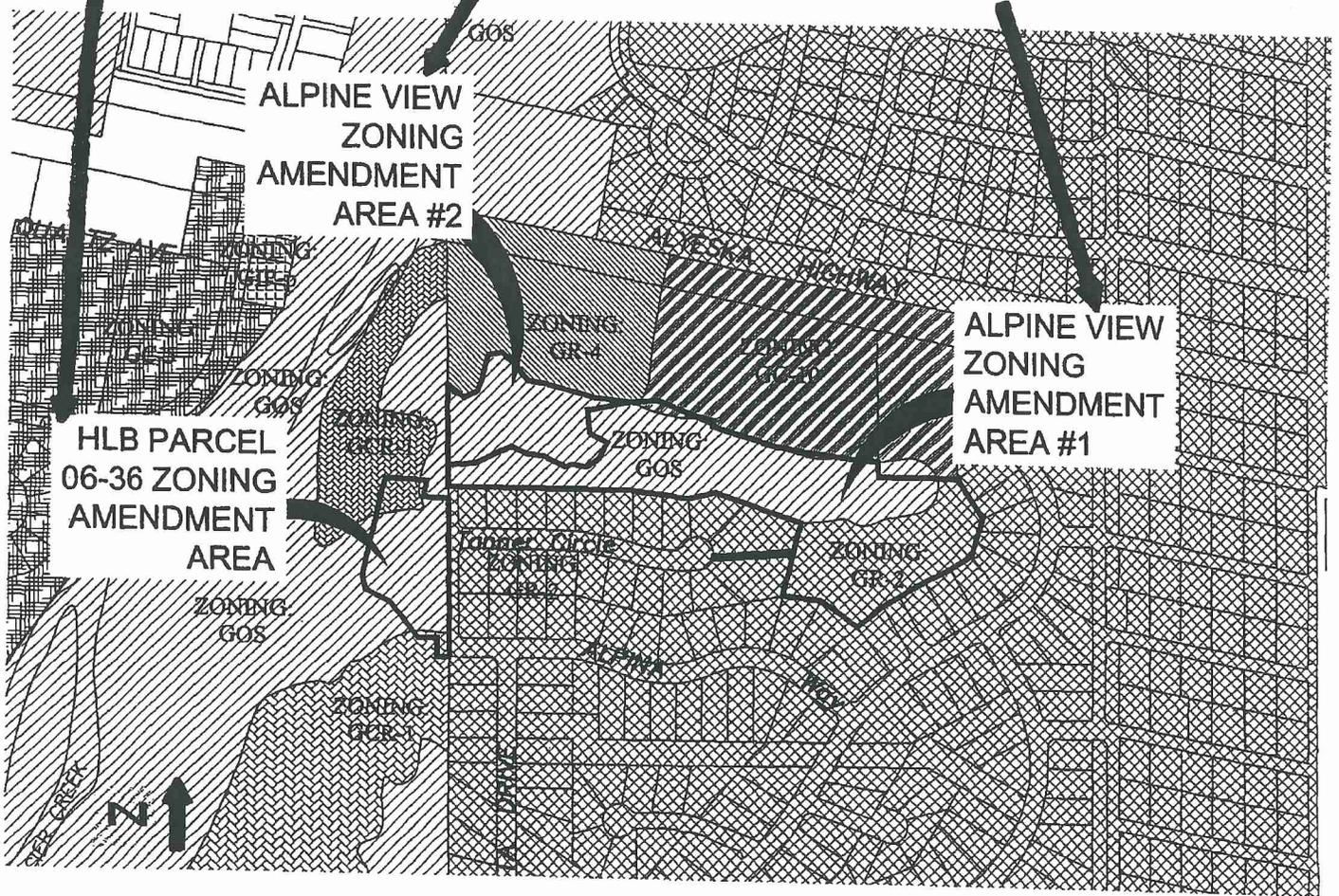
HLB 1.93 acres  
GOS & GCR-1  
TO GLACIERVIEW  
TO BECOME GR-2

AREA 2  
TO BECOME GR-4

AREA 1 8.74 acres  
GOS & GR-2  
TO THE MUNI  
TO BECOME GOS

EXHIBIT B

002



Proposed  
 Glacier View  
 Subdivision  
 S-11593-1  
 Approved 7-18-2007

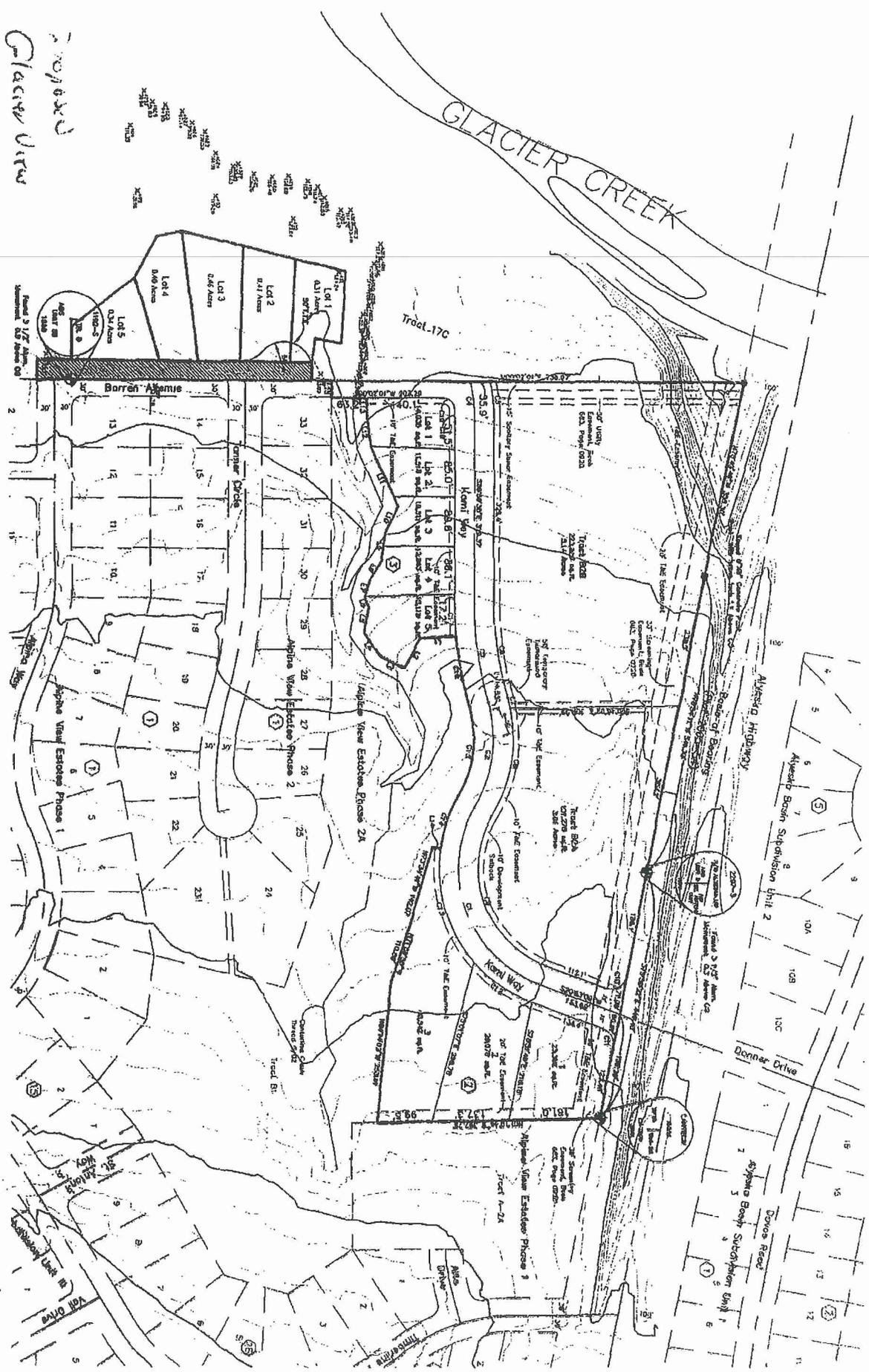


Exhibit C

### Special Land Use Permit for Alcohol- Narrative

Girdwood Brewing Company plans to open and operate a brewery in Girdwood, AK in the winter of 2016/2017. We will occupy 3,040sqft of a 7,300sqft building located at 2700 Alyeska Highway. The property is zoned GC-10, but we have already obtained an approved CUP to allow general manufacturing for a brewery in the GC-10 district (case# 2016-0053, resolution# 2016-025). We will have a 735sqft tasting room and a 160sqft outdoor beer garden where the public can sample up to 36oz of our freshly brewed beer onsite. Girdwood Brewing Company will be centered around a community taproom concept with beer being served on draft in 4oz tasters and 12oz pours at the brewery during tasting room hours, 11am – 8pm; growlers and 5gal kegs will be available for purchase and consumption off site and beer will also be self-distributed via kegs to local restaurants.

The building is currently under construction, the final exterior architectural work is being completed and the interior electrical and plumbing work has commenced. The target date for occupancy is Dec 1, 2016 with a potential open for business target date of Jan 1, 2017.

### Special Land Use Permit for Alcohol- Approval Criteria:

**1. The proposed use is consistent with the comprehensive plan and all applicable provisions of this title and applicable state and federal regulations;**

This project is in line with the goals and objectives of the Girdwood Area Plan, it stands to promote socioeconomic benefits by strengthening, diversifying, and expanding the Girdwood economy. It fits into the Land Use Regulations, takes advantage of views and solar exposure to the greatest extent possible, and has a pleasing mountain resort aesthetic. The use is consistent with all applicable provisions of this title as well as applicable state and federal regulations.

**2. The proposed use is consistent with the purpose and intent of the zoning district in which it is located, including any district specific standards set forth in chapter 21.04;**

This project meets all requirements of Title 21 Chapter 9 of the Anchorage Municipal Code Girdwood Land Use Regulations for the applicable GC-10 zoning requirements.

**3. The proposed use is consistent with any applicable use-specific standards set forth in chapter 21.05;**

This project conforms to the Girdwood Commercial Building Design Standards 21.09.080F as required per Table 21.09-2.

**4. The site size, dimensions, shape, location, and topography are adequate for the needs of the proposed use and any mitigation needed to address potential impacts;**

The proposed development will suite the intended use and allow for future expansion without the need to construct additional infrastructure.



September 15, 2016

VIA HAND DELIVERY

Alcohol and Marijuana Control Office  
550 W 7th Avenue, Ste 1600  
Anchorage, AK 99501

Dear ABC Board:

Enclosed please find Girdwood Brewing Company, LLC's application for a Brewery License pursuant to AS 04.11.130. Specifically, please find enclosed the following documents:

1. Form AB-00: New License Application with one page addendum (Attachment A)
2. Posting Affidavit (Attachment B)
3. Proof of Advertising (Attachment C)
4. Proof of Right, Title or Interest in the form of a Lease (Attachment D)
5. Statement of Financial Interest (Attachment E)
6. Certificate of Organization (Attachment F)
7. Detailed Diagram of Premises to Be Licenses (Attachment G)
8. Fingerprint Cards for the five members/owners of applicant (Attachment H)

If you have any questions regarding our application please contact me at [amy@girdwoodbrewing.com](mailto:amy@girdwoodbrewing.com) or 907-350-6157.

Thanks,

Amy J. Shimek  
Member

# Attachment A to GBC Application



## Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

### What is this form?

This new license application form is required for all individuals or entities seeking to apply for a new liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260 and 3 AAC 304.105.

**This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.**

### Section 1 – Establishment and Contact Information

Enter information for the business seeking to be licensed.

Licensee:	Girdwood Brewing Company, LLC		
License Type:	Brewery License	Statutory Reference:	AS 04.11.130
Doing Business As:	Girdwood Brewing Company		
Premises Address:	2700 Alyeska Highway		
City:	Girdwood	State:	AK
		ZIP:	99587
Local Governing Body:	Municipality of Anchorage		
Community Council:	Girdwood		

Mailing Address:	P.O. Box 58		
City:	Girdwood	State:	AK
		ZIP:	99587

Designated Licensee:	Rory Marengo		
Contact Phone:	907-830-6982	Business Phone:	907-830-6982
Contact Email:	rory@girdwoodbrewing.com		

Seasonal License?    Yes     No     If "Yes", write your six-month operating period: \_\_\_\_\_

OFFICE USE ONLY			
Complete Date:		License Years:	License #:
Board Meeting Date:		Transaction #:	
Issue Date:		BRE:	



Alaska Alcoholic Beverage Control Board

**Form AB-00: New License Application**

**Section 4 – Entity Ownership Information**

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:	Amy Shimek				
Title(s):	Member	Phone:	907-350-6157	% Owned:	20
Address:	570 E. Benson Blvd. Ste 16				
City:	Anchorage	State:	AK	ZIP:	99503

Entity Official:	Josh Hegna				
Title(s):	Member	Phone:	907-830-2549	% Owned:	20
Address:	PO BOX 1664				
City:	Girdwood	State:	AK	ZIP:	99587

Entity Official:	Karl McLaughlin				
Title(s):	Member	Phone:	907-230-3109	% Owned:	20
Address:	5813 Yukon Charlie Loop				
City:	Anchorage	State:	AK	ZIP:	99502

Entity Official:	Brett Marengo				
Title(s):	Member	Phone:	907-351-0035	% Owned:	20
Address:	PO Box 58				
City:	Girdwood	State:	AK	ZIP:	99587



Alaska Alcoholic Beverage Control Board  
**Form AB-00: New License Application**

**Section 7 – Certifications**

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

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

ASG

I certify that all proposed licensees have been listed with the Division of Corporations.

ASG

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

ASG

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

ASG

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

ASG

As an applicant for a liquor license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 04 and 3 AAC 304, and that I have examined this application, including all accompanying schedules and statements, and to the best of my knowledge and belief find them to be true, correct, and complete.

Signature of licensee

Amy J. Shimek

Printed name

Subscribed and sworn to before me this 25<sup>th</sup> day of August, 2016.

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 8/27/2017



**Addendum to  
Alaska Alcoholic Beverage Control Board Form AB-00: New License Application  
for Girdwood Brewing Company, LLC**

**Section 4 – Entity Ownership Information, cont.**

Entity Official: Rory Marengo  
Title: Member  
Phone: 907-830-6982  
% Owned: 20  
Address: 143 Alpina Way, Girdwood, AK 99587

# Attachment B to GBC Application



Alaska Alcoholic Beverage Control Board

**Form AB-07: Public Notice Posting Affidavit**

**What is this form?**

A public notice posting affidavit is required for all liquor license applications. An applicant must give notice of a liquor license application to the public by posting a true copy of the **Form AB-00** (new licenses) or **Form AB-01** (license transfers) 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 AS 04.11.310 and 3 AAC 304.125. The public notice must be given within the 60 days immediately preceding filing of the application.

This form must be completed and submitted to AMCO's main office 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:	Girdwood Brewing Company, LLC			
License Type:	Brewery License			
Doing Business As:	Girdwood Brewing Company			
Premises Address:	2700 Alyeska Highway			
City:	Girdwood	State:	AK	ZIP: 99587

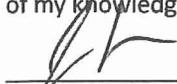
**Section 2 – Certification**

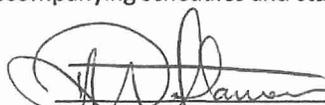
I certify that I have met the public notice requirement set forth under AS 04.11.310 by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: Friday, August 26, 2016 End Date: Monday, September 5, 2016

Other conspicuous location: Girdwood Post Office

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

  
 Signature of licensee  
**Josh Hegna**  
 Printed name of licensee

  
 Signature of Notary Public  
 Notary Public in and for the State of ALASKA



My commission expires: 06/18/18

Subscribed and sworn to before me this 13<sup>th</sup> day of September, 2016.

# Attachment C to GBC Application

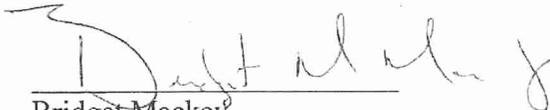
ANCHORAGE PUBLISHING, CO.  
540 E. Fifth Avenue  
Anchorage, Alaska 99501  
Phone: 561-7737 Fax: 561-7777

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Girdwood Brewing Company, LLC is making application for a new Brewery License per AS 04.11.130, doing business as Girdwood Brewing Company, located at 2700 Alyeska Highway, Girdwood, Alaska 99587.

Interested persons should submit written comment to their local governing body, the applicant and to the Alcoholic Beverage Control Board at 550 West 7th Ave, Suite 1600, Anchorage AK 99501.

I, Bridget Mackey, advertising representative for Anchorage Publishing, Co., verify that the liquor license notice for Girdwood Brewing Company appeared in the August 25, September 1 and September 8, 2016 issues of the Anchorage Press Newspaper.

  
Bridget Mackey

Subscribed and sworn to me in the Municipality of Anchorage, in the state Alaska, on this 14<sup>th</sup> day of September, 2016.

  
Notary Public Signature

July 19, 2019  
Commission Expires

NOTARY PUBLIC  
LEONORA ZHUTA  
STATE OF ALASKA  
MY COMMISSION EXPIRES July 19, 2019

# Attachment D to GBC Application

## COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("*Lease*") is dated effective September 1, 2016, by and between Tim Cabana, of PO Box 201, Girdwood, Alaska, 99587 ("*Landlord*"), and Girdwood Brewing Company, LLC, of PO Box 58, Girdwood, Alaska 99587 ("*Tenant*").

WHEREAS, Landlord owns in fee simple the real property located in Alpine View Estates Phase 3 Tract B-2C at 2700 Alyeska Highway, Girdwood, Alaska (the "*Real Property*"); and

WHEREAS, Landlord intends to construct a commercial mountain style two story 6,080 square foot building on the Real Property, 3,040 square feet of which will be built-to-suit a brewery, tasting room and retail sales, as depicted on the Oien Associates, Inc. drawings dated June 9 2016 and attached hereto as Exhibit A (the "*Building*"); and

WHEREAS, Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, 3,040 square feet of the Building, to be known as the "*Premises*" as set out in Exhibit A;

NOW THEREFORE, upon the mutual terms, covenants and conditions of this Lease, the parties agree as follows:

1. **Lease.** Landlord hereby leases to Tenant and Tenant shall lease from Landlord the Premises.
2. **Term.** The Term of this Lease shall commence on December 1, 2016. The Term shall be for an initial period of ten (10) years.
3. **Rent.** Rent shall be \$5,500 per month for the first five years of the Term (years 1-5). Rent shall be \$6,000 per month for the second five years of the Term (years 6-10). Rent is payable in advance on the first day of each and every month of the Term of this Lease. At the start of the third lease year, Rent shall include one-half of real property taxes on the Real Property. Any Rent payable for a portion of a month shall be prorated based upon a thirty (30) day calendar month. If Rent is not paid on or before the date the same is due, it shall bear interest from the date due until the date paid at a rate equal to 2%.
4. **Lease Extension.** Tenant shall have the right to extend this Lease for two (2) additional terms of five (5) years each by notifying the Landlord of the Tenant's intent to exercise such right at least six (6) months prior to the end of the last "lease year" of the initial Term or any extended Term. Each effective extended Term shall be deemed a "Term" under this Lease, and shall be upon all the terms, covenants and conditions of this Lease, except that Rent during the first renewal term shall be \$6,500 a month, and the rent during the second renewal term shall be \$7,000 a month.
5. **Use and Occupancy.**
  - (a) **Delivery and Acceptance.** Landlord shall deliver the Premises to Tenant in a condition which is (i) clean and safe, (ii) in compliance with all applicable laws, and (iii) suitable for the occupancy and intended use by Tenant. Tenant shall not be obligated to accept possession

of the Premises, and the Commencement Date shall not occur, unless and until the Landlord has complied with the preceding sentence.

(b) Illegal and Prohibited Uses Compliance. Tenant will not use or permit the Premises or any part thereof to be used in violation of any present or future applicable law, regulation or ordinance. Tenant may use the Premises for all commercially legal uses.

(c) Compliance with Laws. Tenant will at its own expense (i) obtain and pay for all permits and licenses applicable to its use and occupancy of the Premises as a brewery, tasting room, and retail space, and (ii) comply with all local, state and federal laws, ordinances, regulations and orders with respect to its use and occupancy of the Premises.

6. Landlord's Costs. Except as otherwise provided in this Lease, Landlord shall pay at its own expense and be solely responsible for Operating Costs that are incurred by Landlord in respect of the Premises.

7. Landlord's Responsibilities. Landlord shall, at its own expense:

(a) Maintain, repair and keep in good working order all exterior portions of the Premises, Real Property and the Building.

(b) Install, maintain and keep clean and in good order and repair, and upgrade and replace when necessary, all plumbing, piping, and heating in the Premises.

(c) Install, maintain and keep clean and in good order and repair, and upgrade and replace when necessary, walls, windows, plate glass and doors, paint and siding, foundations, structural elements, the roof and structural elements of the roof, well water (including provision of appropriate sediment filters), water supply lines, sewer lines, all common areas, and all areas of the Real Property.

(d) Install, maintain and keep clean and in good order and repair landscape, sidewalks, parking lots, driveways, and utility lines.

(e) Bear cost of one-half of snow removal.

(f) Notwithstanding this Section, and except for ordinary wear and tear, Tenant will be liable for all loss or damage caused to the foregoing systems and areas by the act or negligence of Tenant or Tenant's employees, agents and invitees; Tenant shall pay to Landlord as Additional Rent the full reasonable cost to repair the damaged item.

8. Tenant's Responsibilities.

(a) Maintenance. Except to the extent of the Landlord's responsibility under this Lease, Tenant shall at its own expense maintain and keep the Premises clean and in good order, including cleaning interior walls, floors, ceilings, lighting, fixtures, electrical and mechanical. Notwithstanding the foregoing, Landlord will be liable for all loss or damage caused to the Premises and Tenant's property by the act or negligence of Landlord or Landlord's employees,

agents and invitees; within thirty (30) days after such loss or damage, Landlord shall pay to repair the same or will pay to Tenant the full current replacement cost of the damaged item.

(b) Utilities and Systems. During the Term of the Lease, Tenant shall bear the cost of telephone, gas, electric, waste and other utility services sufficient for Tenant's purposes. Utilities shall be separately metered from any adjoining units.

(c) During the Term of the Lease, Tenant shall bear cost of one-half the cost of snow removal.

9. Right of First Refusals.

(a) In the event that a third party offers or agrees to purchase the Real Property and/or Building, Landlord agrees to first offer to sell the Real Property and/or Building to Tenant at the same price and on substantially the same terms and conditions offered by the third party. Landlord agrees to notify Tenant in writing (the "*Notice of Offer*") in the event Landlord receives an acceptable offer during the term of the Lease. The Notice of Offer shall include the price offered by the prospective third party buyer and any other key terms of the deal. Within fourteen (14) calendar days of receipt of the Notice of Offer, Tenant agrees to notify Landlord in writing of its willingness or unwillingness to purchase the Real Property and/or Building on substantially the same terms as the Notice of Offer.

(b) In the event that Landlord desires to lease (in whole or in part) a portion of the Building other than the Premises ("*Landlord's Square Footage*"), Landlord agrees to first offer to lease Landlord's Square Footage to Tenant upon reasonable commercially acceptable terms for the local market prior to: (a) marketing the Landlord's Square Footage to the public, (b) offering to lease the Landlord's Square Footage to a third party, and/or (c) contemplating an offer to lease the Landlord's Square Footage from a third party. Such offer shall be in writing and shall include the rental rate offered by the prospective third party lessee and any other key terms of the proposed lease. Within thirty (30) calendar days of receipt of the written offer, Tenant agrees to notify Landlord in writing of its willingness or unwillingness to lease the Landlord's Square Footage on substantially the same terms as the offer.

10. Insurance. During the term of this Lease, Landlord shall at its expense maintain policies of insurance covering loss of or damage to the Building or Premises in the full amount of its replacement value, together with such other insurance as may be required by any lender of Landlord or any governmental agency. Such policies shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, earthquake, and any other perils that Landlord deems necessary or is required to insure against.

11. Assignment; Subletting. Tenant shall have the right to assign or sublet part or all of the Premises only with the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

12. Fire or Other Casualty. If the Building in which the Premises are located is damaged by fire or other casualty, without Tenant's fault, and the damage is so extensive as to effectively constitute a total destruction of the Premises or Building, this Lease shall terminate and the rent shall be apportioned to the time of the damage. In all other cases of damage without Tenant's

fault, Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the Premises wholly or partially untenable, the rent shall be apportioned until the damage is repaired.

13. **Condemnation.** If the Premises, or any portion thereof which prevents the operation of the Premises, shall be taken or condemned by any competent authority for any public use or purpose, the term of this Lease shall end upon and not before, the date when the possession of the part so taken shall be required for such use or purpose.

14. **Signs.** Tenant shall be allowed reasonable signage with the prior approval of Landlord, which approval shall not be unreasonably withheld. Notwithstanding the forgoing, Tenant shall be allowed to install a monument sign to be visible from the Alyeska Highway and additional signage on the Building exterior.

15. **Alterations.** Tenant shall neither alter nor complete any improvements to the Premises without receiving Landlord's prior written approval, which shall not be unreasonably withheld. All improvements made by Tenant shall be made at the sole cost and expense of the Tenant, and any improvements that cannot be removed without substantial damage to the Premises, specifically excluding furniture, furnishings, art, articles of movable personal property, accessories, office equipment, trade fixtures (including but not limited to brewery equipment), appliances and such other personal property, shall become property of Landlord and shall remain in and be surrendered with the Premises as part thereof at the expiration or termination of the Lease. Tenant agrees to make repairs to the Premises, or to reimburse Landlord for the costs of repairs to be paid as Additional Rent, for any damage done to the Premises beyond normal wear and tear caused by Tenant's removal of its decorations and trade fixtures including all of its appliances and equipment. Notwithstanding anything to the contrary contained herein, Landlord hereby approves the following improvements: (a) construction of a bar in the Premises, and (b) construction of an outdoor patio or deck seating area with fire pit (at Tenant's expense).

16. **Default by Tenant.** The occurrence of any one or more of the following events of default shall constitute a breach of this Lease by Tenant: (a) If Tenant shall fail to pay any Rent when due as provided herein; (b) If Tenant shall, whether by action or inaction, violate or fail to perform any other covenant, obligation, term, or condition of this Lease for a period of ten (10) calendar days after Landlord has provided Tenant written notice specifying the failure and if Tenant does not cure the default within the ten (10) calendar days period, or in the event the default is not able to be cured within ten (10) calendar days, Tenant has not begun substantial effort toward curing the default within the ten (10) calendar days and prosecutes such cure with reasonable diligence; or (c) If Tenant abandons the Premises.

If Landlord declares this Lease terminated for default, Tenant is not relieved of its liability for the Rent for the full term hereof. Landlord, however, shall fulfill its obligation to mitigate any damages.

17. **Default of Landlord.** The occurrence of any one or more of the following events of default shall constitute a breach of this Lease by Landlord: (a) If Landlord shall, whether by action or inaction, violate or fail to perform any covenant, obligation, term, or condition of this Lease for a period of ten (10) calendar days after Tenant has provided Landlord written notice specifying the

failure and if Landlord does not cure the default within the ten (10) calendar days period, or in the event the default is not able to be cured within ten (10) calendar days, Landlord has not begun substantial effort toward curing the default within the ten (10) calendar days and prosecutes such cure with reasonable diligence; or (b) If Landlord (i) becomes insolvent or involved in a liquidation or termination of its business, (ii) is generally not paying its debts as they become due, (iii) commences any proceedings relating to such party under any federal or state law relating to bankruptcy, insolvency, reorganization or similar laws, whether voluntary or involuntary, (iv) applies for the appointment of a trustee, liquidator, or receiver of any part of its assets, (v) has a proceeding commenced against it relating to the appointment of a trustee, liquidator or receiver or pursuant to any proceedings under any federal or state law relating to bankruptcy, insolvency, reorganization, or similar laws (if not dismissed within 30 days of filing), (vi) becomes involved in an assignment for benefit of its creditors, or (vii) becomes adjudicated bankrupt.

In the event of any default by Landlord and the expiration of any period provided herein for Landlord to cure such default, Tenant may, in addition to any and all rights and remedies provided by law: (i) remedy such default, or perform any obligation of Landlord, at Landlord's expense, for which Landlord shall reimburse Tenant pursuant to paragraph (b) below; or (ii) declare the Lease agreement terminated. If Tenant shall make any payments on behalf of Landlord which are Landlord's obligation in order to fulfill Landlord's covenants, Tenant agrees to provide Landlord written notice of the amounts so paid and any amounts so paid by Tenant shall be paid to Tenant by Landlord within thirty (30) days after notice.

18. **Emergencies.** If either party shall fail to perform any covenant, obligation, term, or condition of this Lease which the party is obligated to perform with regard to maintaining or repairing the Premises or providing utilities or services, and if in the other party's good faith judgment an emergency shall exist, the other party may but is not required to perform such obligation at the obligated party's expense without giving the obligated party the chance to cure the failure. If the Landlord is the obligated party, the Landlord shall reimburse Tenant for such expenses within thirty (30) days after written demand by Tenant with proof of the amount so paid; if the obligated party is the Tenant, such expenses will be considered additional Rent.

19. **Rights of Landlord and Access.** The Premises will be accessible to Tenant at all times. Landlord reserves and shall at all times have the right to re-enter the Premises upon 24 hours' prior notice to Tenant and scheduling with Tenant (except in an emergency).

20. **Surrender; Holding Over.** The Tenant shall on the last day of the Term, or upon the sooner termination of the Term, peaceably and quietly vacate and surrender the Premises and all keys to the Premises to the Landlord, broom-clean, and, except for ordinary wear and tear, shall leave the Premises in as good condition and repair as at the commencement of the Term. If Tenant remains in possession beyond the Term of this Lease, and Landlord takes no action to evict Tenant, Tenant shall be deemed a tenant from month to month, leasing under all the terms and conditions of this agreement, at the same rent as the immediately preceding monthly Rent.

21. **Quiet Enjoyment.** So long as Tenant pays all of the Rent and performs all of Tenant's other covenants, conditions and obligations hereunder, Tenant shall have quiet enjoyment and quiet possession of the Premises.

22. Miscellaneous.

(a) Attorney's Fees. If any action at law or equity or any other proceeding (except mediation) is commenced with respect to the subject matter or enforcement of this Lease, the prevailing party, as determined by the court, arbitrator, agency or other authority before which such suit or proceeding is adjudicated, shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorney's fees, costs and disbursements, to the fullest extent allowed by law.

(b) Binding Effect. The terms, covenants and conditions of this Lease shall bind and inure to the benefit of the parties and their successors and permitted assigns.

(c) Entire Agreement. This written Lease contains the entire understanding and agreement of the parties, as to the topics described herein. No prior or contemporaneous statement or representation, whether oral or written, has been relied upon by the parties, except as expressly stated herein.

(d) Governing Law. This Lease shall be governed by and interpreted under the laws of the State of Alaska.

(e) Jurisdiction and Venue. Venue for any lawsuit, mediation or arbitration in connection with this Lease shall be in Anchorage, Alaska.

(f) Modification. No modifications of any part of this Lease shall be binding upon the parties hereto, or either of them, unless such is in writing and duly signed by those authorized to sign for the respective parties.

(g) No Waiver. The failure of either party to insist upon performance of any provision of this Lease, or to exercise any right, remedy or option provided herein, shall neither be construed as a waiver of the right to assert any of the same or to rely on any such terms or conditions at any time thereafter, nor in any way affect the validity of this Lease.

(h) Notices. All notices, documents and other communications (collectively in this paragraph "Notices") to be given or delivered under this Lease shall be deemed to have been duly given and delivered by a party if in writing and (i) delivered in person by hand, (ii) sent by registered or certified mail, postage prepaid, return receipt requested, (iii) sent by reputable overnight courier service, or (iv) transmitted by email; in each case properly addressed to the designated representative for the other party. Unless otherwise notified in writing, the designated representative for matters related to this Lease shall be:

For Landlord: Tim Cabana  
PO Box 201  
Girdwood, Alaska, 99587  
Attn: Tim Cabana  
Phone: (907) 632.8467  
Email: [timcabana@yahoo.com](mailto:timcabana@yahoo.com)

For Tenant: Girdwood Brewing Company, LLC  
2700 Alyeska Highway  
Girdwood, AK 99587  
Phone: (907) 783-2739  
Email: [beer@girdwoodbrewing.com](mailto:beer@girdwoodbrewing.com)

Notices delivered personally are deemed delivered as of actual receipt; Notices sent by email are deemed delivered as of receipt by the sender of written confirmation of transmission thereof; Notices sent via overnight courier shall be deemed received as of confirmation of delivery; and Notices mailed are deemed delivered as of three (3) business days after proper mailing. A party may designate an additional or another designated representative or change addresses for the receipt of Notices from time-to-time by giving written notice to the other party.

(i) Relationship of Parties. At all times the parties hereto shall remain independent from each other, each responsible for its own employees and agents. Nothing herein shall be deemed to create the relationship of employer/employee, partners, joint venturers or principal and agent. Neither party shall have the express or implied right or authority to create any obligations in the name of the other party or to bind the other party to any contract, Lease or undertaking with any third party.

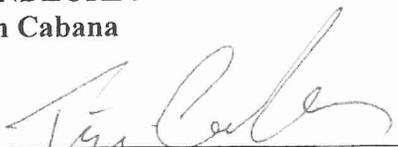
(j) Severability. If any covenant, term or provision in this Lease is held or determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this Lease, and the remaining covenants, conditions, terms and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

(k) Third Party Beneficiaries. This Lease does not create, and shall not be construed as creating, any rights or interest enforceable by any person not a party to this Lease.

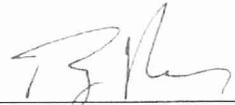
(l) Time of Essence. Time is of the essence in each and every term, covenant and condition of this Lease.

WHEREFORE, the parties hereby execute this Lease effective as of the date first above stated.

**LANDLORD:**  
**Tim Cabana**

By:   
Print Name: Tim Cabana  
Its: 9-1-16 T.C.

**TENANT:**  
**Girdwood Brewing Company, LLC**

By:   
Print Name: Rory Marenco  
Its: RM 09-01-16

## EXHIBIT A

The term "*Premises*" under this Lease shall mean the southern 3,040 square feet of the commercial mountain style two story 6,080 square foot building Landlord is building on the Real Property, as depicted in the Oien Associates, Inc. drawings dated June 9, 2016 (attached hereto as Attachment A-1). Landlord shall construct the Premises to be compliant with the Girdwood Land Use Regulation Commercial Building Design Standards, to be suitable for use as a brewery, tasting room, retail merchandise sales and any other services related to a brewery business, and to include the following:

- 3-phase power
- 10ft x 12ft overhead door
- Floor capable of supporting brewery equipment
- Strategically located trench drains with sloped floors (1/4on/ft)
- Radiant floor heat (to be coordinated with trench drains and cold room location)
- Premises shall include windows on the south side of the building for a view from the tasting room
- Exterior and interior finishes shall be suitable to a brewery and acceptable to Tenant
- Potable drinking quality well water in quantity sufficient for operation of a brewery
- Dry-walled, mudded, taped, and painted walls and ceilings
- Parking in compliance with applicable land use regulations
- Oien Associates, Inc. drawings dated June 9, 2016 (attached hereto as Attachment A-1)
- The Boutet Co. Site/Landscaping Plans dated July 5, 2016 (attached hereto as Attachment A-2)
- Traid Engineering Civil Plans dated July 2016 (attached hereto as Attachment A-3)
- RSA Engineering Inc. Electrical Drawings dated June 22, 2016 (attached hereto as Attachment A-4)
- RSA Engineering Inc. Mechanical Drawings dated June 22, 2016 (attached hereto as Attachment A-5)

Notwithstanding anything to the contrary contained herein, this Lease is contingent upon Tenant obtaining a federal TTB brewery license and a State of Alaska ABC brewery license.

# Attachment E to GBC Application



**Alaska Alcoholic Beverage Control Board**  
**Form AB-09: Statement of Financial Interest**

**What is this form?**

A statement of financial interest is required for all liquor license applications, per 3 AAC 304.105(b)(3). A person other than a licensee may not have a direct or indirect financial interest (as defined in AS 04.11.450(f)) in the business for which a liquor license is issued, per AS 04.11.450.

**This form must be completed and submitted to AMCO's main office 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:	Girdwood Brewing Company, LLC		
License Type:	Brewery License	EIN:	
Doing Business As:	Girdwood Brewing Company		
Premises Address:	2700 Alyeska Highway		
City:	Girdwood	State:	AK ZIP: 99587

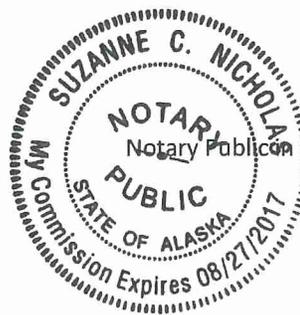
**Section 2 – Certifications**

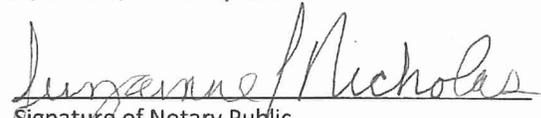
The sole proprietor or entity listed above certifies that no person other than a proposed licensee listed on the liquor license application has a direct or indirect financial interest, as defined in AS 04.11.450(f), in the business for which a liquor license is being applied for.

The sole proprietor or entity listed above additionally certifies that any ownership change shall be reported to the board as required under AS 04.11.040, AS 04.11.045, AS 04.11.050, and AS 04.11.055.

The sole proprietor or entity listed above declares under penalty of perjury that it has examined this form, including all accompanying schedules and statements, and to the best of its knowledge and belief find it to be true, correct, and complete.

  
 Signature of licensee  
**Amy J. Shimek**  
 Printed name of licensee



  
 Signature of Notary Public  
 and for the State of Alaska  
 My commission expires: 8/27/2017

Subscribed and sworn to before me this 14 day of Sept, 2016.

# Attachment F to GBC Application

Alaska Entity #10034868

**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

**Girdwood Brewing Company, LLC**



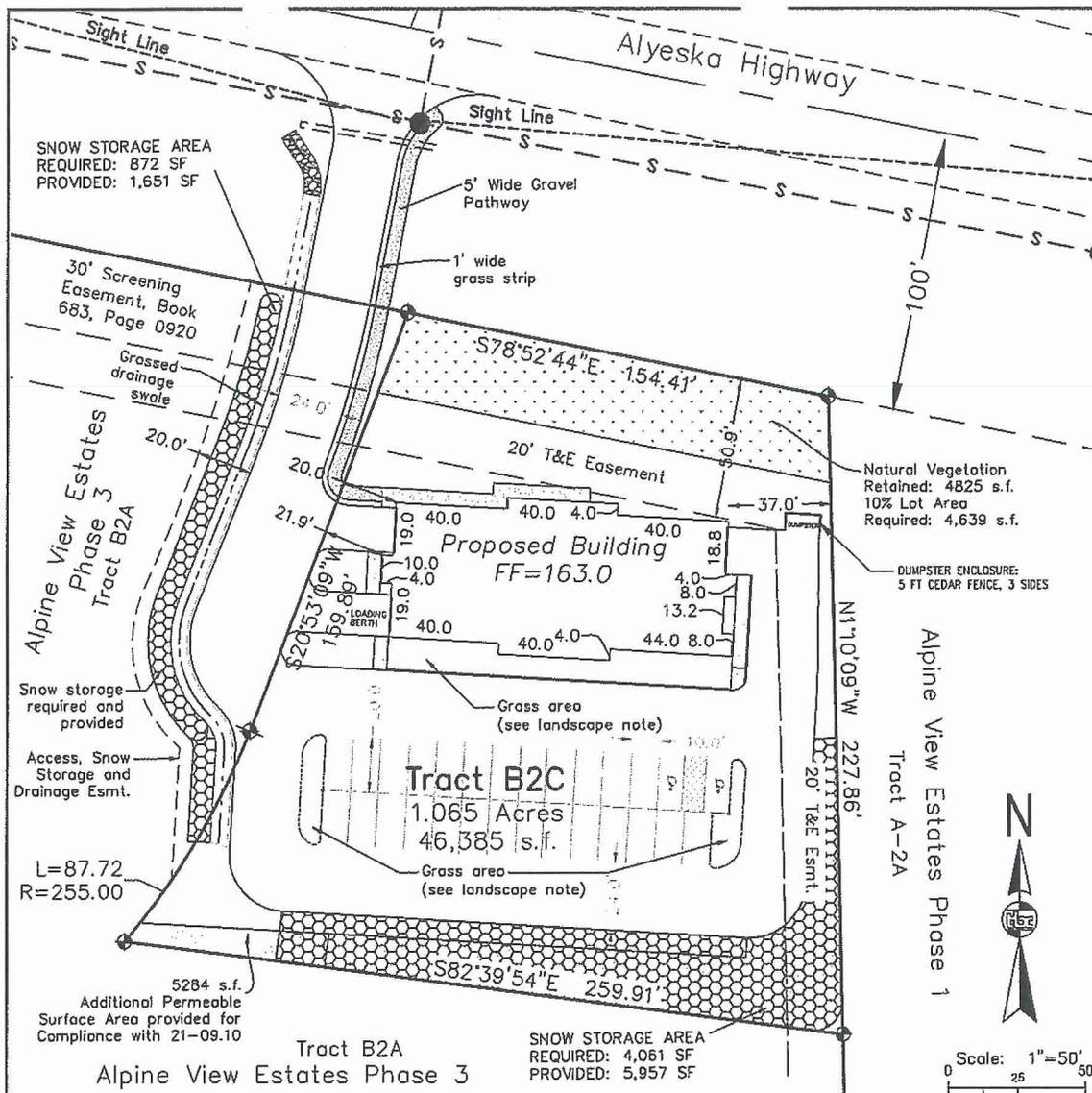
IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective January 13, 2016.

A handwritten signature in cursive script, appearing to read "Chris Hladick".

Chris Hladick  
Commissioner

# Attachment G to GBC Application





**Parking Calculation:**

Required parking (21.07.090 Table 21.07-4): 14  
 (3 for 2,240 s.f. of residential mixed dwelling, 7 for 1,920 s.f. of commercial fitness/ rec center, 4 for 3,040 s.f. of industrial general manufacturing)  
 28 Provided

**Landscaping Note**

1. Per 21.09.070.E.8 "Re-vegetation of Disturbed Areas" all ground surfaces of the site, disturbed during construction, which are not occupied by buildings, drives, off street parking or walkways will be re-vegetated by 2-inch (2") Topsoil and Schedule-D (MASS 2015, Section 75.04) Seed Mix. Also refer to Compliance Table above, "Vegetation coverage".

**Compliance Table**

- Vegetation coverage** (Table 21.09-10). Natural vegetation retained: 4,825 s.f., 10% lot area required 4,639 s.f., Total permeable surface provided: 4,825 s.f. & 5,284 s.f.=10,649 s.f., 20% lot area required 9,878 s.f.
- Snow storage** (21.09.070.K): Total non permeable surfaces (paved areas and walkways) shown on Tract B2C is 20,306 s.f., 5,957 s.f. area provided. 20% area required 4,061 s.f., Total non permeable surface shown on Tract B2A is 4,358 s.f., 1,651 s.f. provided. 20% area required 872 s.f..

**Notes**

- Vertical Datum is GAAB. Elevations are expressed in feet.
- Basis of Bearings is per MOA plat 2014-38

**Legend**

- Find Monument per Plat 2014-38
- Proposed Snow Storage Area
- Proposed Paving
- Proposed Conc Walkway



**Site/Landscape Plan  
 Tract B-2C  
 Alpine View Estates, Phase 3**

Ordered By: **Tim Cabana** Date: January 24, 2016

Job No: Plot: 2014-38 Grid: SE4815 Drawn By: APH

**Survey Certification:** The Boutet Company has conducted a physical survey of the property shown hereon and certifies that the lot corners have been found or established as indicated, and that to the best of our knowledge and abilities, all dimensions have been measured true and correct.

**Exclusionary Note:** It is the owners' responsibility to determine the existence of any easements, covenants, restrictions or right-of-way takings which do not appear on the recorded subdivision plot. It is the contractor's responsibility to check top of foundation grade and building setbacks in relation to lot lines and easements.



**The Boutet Co.**  
 601 East 57th Place, Suite #102  
 Anchorage Alaska, 99518  
 PHONE (907) 522-6776 FAX (907) 522-6779

# Attachment H to GBC Application